

SUSTAIN - giving to charity from your net pay

Employer's Pack

You could make a
world of difference





SUSTAIN – giving to charity from your net pay

Sustain is a scheme, exclusive to the Republic of Ireland, offered and administered by Charitable Giving*.

The purpose of **Sustain** is to enable employees of Irish employers to donate in euros from their net pay to charities of their choice.

To operate **Sustain**, an employer is first required to sign a contract with Charitable Giving to administer the scheme on their behalf. After a contract has been signed and the scheme has been promoted, possibly with the assistance of a fundraising organisation, employees then need to complete a mandate instructing their employer to make a specified deduction from their net pay which will be sent to Charitable Giving for processing; at the same time, the mandate will specify how much the employee wishes to donate to each named charity. The minimum deduction is €1.50 per week or €6.00 per month.

To process each monthly contribution, Charitable Giving will charge an administration fee of 5% of the contribution, capped at a maximum of €12.50. Unless an employer elects to pay the fee on behalf of its employees, Charitable Giving will deduct the fee from each contribution before the balance is distributed to charity.

If desired, an employer may “match” their employees’ contributions on whatever basis they require. The administration fee for processing additional “matched” contributions will be the same as for employees’ contributions, namely, 5% of the “matched” contribution, capped at a maximum of €12.50, and payable by the employer.

Donations may be eligible for tax relief and donors are responsible for initiating any claim. Details are available at www.revenue.ie.

Sustain is designed to provide sustainable giving to charities, i.e., regular monthly giving from loyal donors

* Charitable Giving, a UK-registered charity (No 1128013) and private company limited by guarantee (No 6754603), operates principally to administer HM Revenue & Customs-Approved Payroll Giving schemes and facilitate charitable giving in Great Britain and Northern Ireland.



SUSTAIN: Information Sheet

Operating a Sustain Scheme

- 1 Before a **Sustain** scheme can be operated, a contract between the employer and Charitable Giving must have been completed and signed:
- 2 Before net pay deductions can be made, an employee must have completed a **Donation Choice Form** provided by Charitable Giving or an equivalent mandate provided by a fundraising organisation.

Completed forms or the data therefrom are sent to Charitable Giving for processing. As necessary, Charitable Giving will forward employees' instructions for net pay deductions to an employer's payroll office by a Microsoft Excel file (*.xls) to enable them to make deductions from the payroll
- 3 It is not necessary for an employer to know to which charities an employee is donating. If an employee wishes to donate anonymously, the Donation Choice Form **should be sent directly** to Charitable Giving by the employee
- 4 Regular net pay deductions as well as one-off donations may be made from weekly, four-weekly, or monthly, pay
- 5 A remittance of net pay deductions should be sent each month **by electronic transfer** to Charitable Giving **by the 14th day of the month** to ensure that donations can be distributed to charities in the first ten working days of the following month (See the information sheet entitled **Sending Net Pay Deductions**)
- 6 Each month's remittance must be accompanied by an itemised schedule of total net pay deductions by employee as well as any administration charge or matched funds. Schedules should be provided as electronic files (i.e., in *.csv or *.xls formats) transmitted to Charitable Giving as email attachments (See the information sheet entitled **Sending Net Pay Deductions**)

If you have any questions, please contact us on 01822 611180 or via sustain@charitablegiving.ie





SUSTAIN – giving to charity from net pay

This Agreement is between Charitable Giving (the “Agency”) and

Employer’s Name: (the “Agent”)

Employer’s Address: Post Code:

Telephone: Email:

1 From / / , the **Agent** will operate the **Sustain** scheme as an **Agent** to the **Agency**

2 It is agreed that the administration charge will be paid by (please tick **one** of the following options):

- The **Agent** The employees

3 If the **Agent** is to “match” employees’ net pay deductions, in whole or in part, please state the basis for “matching” contributions, e.g, 100% or 50% of each donation up to a maximum of €10, or enter “**Not Applicable**”:

4 It is agreed that the administration charge will be 5% of each net pay deduction up to a maximum of €12.50 (payable as per clause 2 above) and, if applicable, 5% of each “matched” contribution up to a maximum of €12.50 (payable by the **Agent**)

5 The **Agent’s** payroll details are as follows:

Frequency: Monthly 4-Weekly Weekly (please tick **one** option)

Number of employees (including Directors) on the payroll?

6 If the **Agent’s** payroll is processed by an organisation other than the **Agent**, for example a payroll bureau, please provide details of the organisation below:

Company/Bureau Name:

Company/Bureau Address: Post Code:

Contact Name (Payroll Queries): Position:

Telephone: Email Address:

7 It is agreed that the **Agent** will appoint a Scheme Administrator to liaise with the **Agency**:

Contact Name: Position:

Telephone: Email Address:





- 8 It is agreed that the **Agent** will:
- (a) Under the scheme be the representative of the **Agency** in holding monies withheld from the employees pursuant to the scheme
 - (b) Remit to the **Agency** sums withheld from employees pursuant to the scheme within 14 days of the end of each month
 - (c) Before implementing the scheme for any one employee, obtain from that employee authority and instructions in the form agreed by the **Agency**
 - (d) Make remittances by electronic transfer and, with each of which, provide an electronic listing of employees' Payroll Giving deductions in either a Microsoft Excel (*.xls) or comma-separated variable (*.csv) format.
- 9 It is agreed that the **Agency** will:
- (a) Hold funds paid over by the **Agent** separately in a Client Funds Account to which any accrued interest will remain solely the property of the **Agency**
 - (b) Provide the **Agent** such information, documentation and instruction in order that the **Agent** may comply with his duties under the scheme
 - (c) Provide to each employee upon request and at the end of the tax year a certificate of the amounts which the **Agency** has paid to the charities specified
 - (d) Under no circumstances, return sums duly withheld and paid over to them to the **Agent** or the employee
 - (e) Where for any reason it becomes impossible to pay any amount to a charity specified by an employee, pay the amount to such other charity as it may consider has objects similar to those of the charity specified by the employee and will not in any circumstances appropriate that amount to its own funds; and that on paying that amount to the other charity will give notice to the employee that it has done so
- 10 The **Agency** shall ensure that unless otherwise agreed all information of the **Agent** (including, without limitation, oral or written material, software and also personal information as defined in the UK Data Protection Act 1998 and the Irish Data Protection Acts 1988 and 2003) shall be held in strict confidence and shall be disclosed only to those employees who need to know (and then subject to a confidentiality undertaking in substantially similar terms to this Clause).
- 11 The provision of clause 10 shall not apply to such information if it is in the public domain otherwise than by failure of the **Agent** to comply with clause 10, obtained from a third party who is free to disclose the same, or information which must be disclosed by statute, including under the UK Freedom of Information Act 2000 or any equivalent legislation in the Republic of Ireland or by order of a court of competent jurisdiction.
- 12 The obligations per clauses 10 and 11 shall survive expiry or termination of the Agreement for an unlimited period
- 13 All negotiations exercised in the completion of this contract have been conducted in compliance with the UK Bribery Act 2010 or any equivalent legislation in the Republic of Ireland
- 14 The **Agency** shall keep at its normal place of business detailed and up to date records and accounts showing the sums paid by the **Agent** and its employees and will make such records and accounts available, on reasonable notice, for inspection during business hours by the **Agent** for the purpose of verifying the accuracy of such records and accounts.
- 15 Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party. However, either party may assign and transfer all its rights and obligations under this Agreement to any company to which it transfers all or part of its assets or business, provided that the assignee undertakes to the other party to be bound by and perform the obligations of the assignor under this Agreement.
- 16 Neither party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party, including without limitation labour disputes involving that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 17 Neither party shall make any press or other public announcements concerning any aspect of this Agreement, or make any use of the name of the other party in connection with or or in consequence of this Agreement, without the prior written consent of the other party.
- 18 This Agreement sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.
- 19 The **Agency** reserves the right to change the Terms and Conditions of this Agreement, any variation to which will be agreed by both parties in writing
- 20 This Agreement may be terminated by either party giving three-month's written notice delivered to the registered office of the company or last recorded address of the **Agent**.

Signed on behalf of Charitable Giving

Signed by, or on behalf of, the Agent

Signed:		Date:	
Position:			
Name:			

Signed:		Date:	
Position:			
Name:			





SUSTAIN: Sending Net Pay Deductions

To facilitate the electronic processing of your net pay deductions, we would be grateful if you would please ensure that all of the following boxes are "ticked":

- Send all money, i.e. net pay deductions, administration fee, matching funds, by electronic transfer to us

Our bank details will be provided on request

- Send the total amount of money **in a single transaction** (not a separate transaction for each employee)
- In the description for your transmission, please include your 4-digit client reference
- Send a schedule of net pay deductions at the same time as your money transmission
- Send the schedule of net pay deductions as either an Excel (*.xls) or CSV (*.csv) file attached to an email

- The file **must contain** at least the following fields:

Name	Initials	PPS No	Amount
Brown	A J	102300678	8.00

- If possible, it would be useful to have an indication of any change in donor status, i.e. new, ceased (show Amount = 0.00), increase/decrease in amount, as follows:

Name	Initials	PPS No	Amount (€)	Status
Brown	A J	102300678		
Brown	S W	104310786		NEW
Williams	D R G	205322245		INCREASE
Walton	W S	657298754		CEASED
Martin	B T	453305267		DECREASE
SUB-TOTAL				
Donation Admin (5%)				
Matched Funds				
Matching Admin (5%)				
TOTAL				

- If you include the administration fee and/or matched funds with your electronic funds transfer, this should be shown as indicated, suitably labelled (see above)

If you have any questions, please contact us on 01822 611180 or via sustain@charitablegiving.ie