

CAF SERVICES FOR COMPANIES

Terms and Conditions

These Conditions together with the Application Form and Service Schedules collectively constitute the **Contract** between the Customer and CAF.

Defined terms

Act means the Income Tax (Earnings and Pensions) Act 2003 and any statutory modification or re-enactments of it;

Affiliate means any firm, partnership, society, association, body corporate, foundation, trust or other form of organisation of which CAF or its trustees, in their capacity as such, is or are the ultimate and exclusive owner or owners (and in each case whether or not any of the foregoing forms of organisation have separate legal personality);

Application Form means the Application Form including the Service Schedule completed by the Customer in relation to the provision of the relevant Services to which these Conditions relate;

Business Day means a day (other than a Saturday or Sunday) on which banks in London are open for business;

CAF means the trustees of the Charities Aid Foundation, a charity registered in England and Wales with charity registration number 268369;

CAF Company Account means an account provided by CAF or its Affiliate to the Customer in accordance with the provisions set out in the CAF Company Account Service Schedule;

CAF Give As You Earn[®] Service means the Service to be provided by CAF as more particularly described in the relevant Service Schedule;

CAF Personnel means any director, officer, employee, agent or contractor of CAF;

Charity means any organisation for the time being recognised by HMRC as a charity under the law of England and Wales or an organisation recognised by HMRC as having been established for purposes that are considered to be charitable under the law of England and Wales or the laws of Scotland or Northern Ireland;

Charitable Purposes shall have the meaning given to it in the law of England and Wales as set out in section 2 of the Charities Act 2006;

Conditions means these terms and conditions as amended from time to time;

Confidential Information means all information provided by one party to the other in connection with the Services, other than

- all information that is in, or comes into, the public domain; and
- information that the party seeking to rely on the information, can show was properly and lawfully in its possession prior to the time that it was disclosed by the other party in connection with the Services;

Contract means the contract between CAF and the Customer for the provision of any or all of the Services (as the case may be) in accordance with these Conditions;

Contributions means the applicable Contributions for the Services from time to time (and which currently are as set out in the relevant Service Schedule);

Customer means the party to whom or for whose benefit CAF is to provide the Services;

Customer's Group means each Subsidiary and Holding Company of the Customer and each other Subsidiary of any such Holding Company;

Data Protection Legislation means any legislation (including all subordinate legislation) in force from time to time in the United Kingdom which implements the European Union Directives 95/46/EC and 97/66/EC on the protection of individuals with regard to the processing of personal data, the free movement of such data and the protection of privacy, and is applicable to the activities carried out in relation to the Contract;

Deliverables means all data, information, reports and other materials which are required to be produced, developed, supplied and/or provided by or on behalf of CAF to the Customer in connection with the performance of and or all of the Services;

Distributions means all funds paid by CAF to Nominated Charities and for other Charitable Purposes net of any applicable Fees and Contributions;

Employees means all of the Customer's employees from time to time;

Fees means the applicable Fees for the Services from time to time (and which currently are as set out in the relevant Service Schedule);

HMRC means Her Majesty's Revenue and Customs;

Holding Company means in relation to the Customer, any other company or corporation in respect of which the Customer is a Subsidiary;

Income Tax Month has the meaning ascribed to it in the Regulations;

Intellectual Property Rights means all rights in patents, trade marks and service marks (including associated goodwill), designs, trade or business names, trade addresses, copyrights, topography rights and databases (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

Nominated Charity means Charities nominated by Employees or, as the case may be the Customer to receive Distributions;

Participating Employee means each Employee from time to time who authorises Deductions (as defined in the relevant Service Schedule) pursuant to the CAF Give As You Earn® Service or an Employee who otherwise elects to use one of the Services;

Personal Data means all data and other information about or pertaining to those individuals in relation to whom the Services are provided, whether that data or information is in oral, visual or written form or is recorded in any other medium and, for the purposes of this definition, **Processing** has the meaning given to that term by the Data Protection Legislation and **Processed** shall be construed accordingly;

Regulations means the Charitable Deductions (Approved Schemes) Regulations 1986 and any regulation made under the Act;

Scheme has the meaning ascribed to it by the Regulations;

Services means any or all of the services to be provided by CAF as more particularly described in each of the Service Schedules as amended from time to time and as indicated as applicable to this Contract on the Application Form;

Service Schedules means the schedules to this Contract which describe the Services selected by the Customer on the Application Form;

Subsidiary means a subsidiary within the meaning of Section 1159 of the Companies Act 2006;

Supervisory Authority means any competent regulatory authority including but not limited to the Financial Services Authority, the Information Commissioner's Office, Her Majesty's Revenue and Customs, the Charity Commission and any equivalent financial services, law enforcement or privacy authority in any other jurisdiction in which the Services are provided or the Personal Data is processed;

Third Party means any other person or entity which is not an Affiliate of CAF;

VAT means value added tax imposed under the Sixth Council Directive of the European Economic Community, the Value Added Tax Act 1994 or any regulations promulgated thereunder;

Year has the meaning ascribed to it in the Regulations.

Terms and Conditions

- 1 Provision of the services by CAF**
 - 1.1 A completed Application Form submitted either in hard copy or online by the Customer to CAF constitutes an offer by the Customer to purchase those Services as indicated on the Application Form in accordance with these Conditions.
 - 1.2 The Application Form shall only be deemed to be accepted by CAF when CAF issues a written acceptance of the Application Form and on which date the Contract shall come into existence.
 - 1.3 In consideration of the Fees payable by the Customer in accordance with these Conditions and provided that the Customer complies with these Conditions, CAF shall provide the Services and Deliverables in accordance with the Contract.
 - 1.4 CAF may delegate the provision of some or all of the Services to one or more Affiliates or other Third Parties as it in its sole discretion deems appropriate, but notwithstanding any such delegation CAF shall remain liable for the acts and omissions of every such Affiliate as if the delegation had not occurred.
 - 1.5 If CAF is unable to distribute funds to any Charity as requested or for any reason, or where no appropriate requests are made as to what to do with any money received including, without limitation CAF's inability to validate a Charity to whom it has been requested to distribute funds, CAF shall be entitled to pay such amount to such other Charities in accordance with CAF's Charitable Purposes as it shall in its sole discretion deem appropriate.
 - 1.6 The Customer hereby agrees and acknowledges and shall procure that any appropriate Third Party agrees and acknowledges that all donations shall constitute an irrevocable and outright gift by the Customer, donor, or Employee to CAF of all right, title and interest in the funds or assets being donated and CAF agrees to hold such donation together with income derived from it and to apply them solely for Charitable Purposes as provided for in this Contract.
 - 1.7 In the event that the Customer fails to comply with any of its obligations under the terms of this Contract, CAF will not be obliged to continue the provision of any or all of the Services, which are applicable in the circumstances.
 - 1.8 The Customer acknowledges and accepts that in providing any or all of the Services:
 - 1.8.1 CAF does not in any way guarantee or endorse the charitable objects or the financial standing or status of any Charity to which it may distribute funds or which it may identify in any report or analysis as part of the Services; and
 - 1.8.2 CAF reserves to itself the same power of investment in respect of funds received as part of the Services as it exercises in respect of CAF's own property and accordingly, pending distribution of such funds by CAF as required in accordance with the Contract, funds so received will be applied for Charitable Purposes by investing them in such manner as CAF thinks fit and any resulting income and gains shall be income and gains of CAF, which shall be under no obligation or liability to account for or deliver up such income or gains.
 - 1.9 CAF shall evaluate Nominated Charities for appropriate charitable status under the law of England and Wales.
 - 1.10 CAF shall:
 - 1.10.1 be entitled to refuse to distribute funds to any institution which does not make its accounts available for public inspection or is otherwise unable or unwilling to provide any other information that is required to satisfy any legal or regulatory obligation on CAF or to validate that the institution is fulfilling a Charitable Purpose; and
 - 1.10.2 reserve the right to recover from the Customer, monies which it is required to repay to HMRC for any reason (including without limitation infringements of the benefit rules applying to Gift Aid).
- 2 Obligations of the Customer**
 - 2.1 The Customer shall:
 - 2.1.1 comply with its obligations under the Contract, and with any applicable laws and regulations; and
 - 2.1.2 provide CAF with such access to the Customer's information and data and facilities as CAF may reasonably require and upon reasonable notice to enable it to comply with its obligations under the Contract.
- 3 Payment**
 - 3.1 In consideration of the provision of the Services, the Customer shall pay CAF the applicable Fees and Contributions set out in the relevant Service Schedules.
 - 3.2 All sums due under the Contract shall (unless otherwise stated) be due for payment within thirty (30) days from the date of the relevant invoice.

3.3 Unless otherwise specified, all sums payable by the Customer under the Contract are expressed to be exclusive of VAT, which shall also be paid by the Customer at the prevailing rate subject to the provision by CAF of a valid VAT invoice.

3.4 If payment of any sum due to CAF from the Customer is not made when due:

3.4.1 CAF reserves the right to charge interest on the overdue sum from the due date until the date of actual payment at the rate of 3% above the prevailing sterling base rate of the Bank of England from time to time; and

3.4.2 CAF may give not less than 5 Business Days' notice to the Customer that it will suspend the provision of the Services and Deliverables unless payment in full has been made before the expiry of the relevant notice period, and CAF shall be entitled at any time after the expiry of such notice period to suspend the provision of the Services and the Deliverables if payment has not been made by then.

4 Intellectual property rights

4.1 All Intellectual Property Rights belonging to a party prior to the Contract becoming effective shall remain vested in that party. Where there are modifications to pre-existing material which are inseparable from the pre-existing material, then the party which owns the pre-existing material shall own the modifications.

4.2 No Intellectual Property Rights to which CAF is entitled shall be used by the Customer for any purpose other than as provided for in the Contract.

4.3 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by CAF.

4.4 The Customer acknowledges that, in respect of any Third Party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on CAF obtaining a written licence from the relevant licensor on such terms as will entitle CAF to license such rights to the Customer.

4.5 Each party (a Licensor) hereby grants the other (a Licensee) a non-exclusive, non-transferrable, royalty free, worldwide, revocable licence to use its logos and trademarks (collectively the **Branding**) solely for the purposes of meeting its obligations pursuant to this Contract PROVIDED THAT either Licensee using either corresponding Licensor's Branding, shall do so in accordance with the Licensor's lawful and reasonable instructions and corporate identity guidelines in force from time to time and in any event, NOT in any manner which is derogatory to or diminishes the goodwill, reputation or value of the Branding and or the Licensor AND each Licensee shall indemnify and keep the corresponding Licensor indemnified in respect of any cost, claim, loss, expense or liability arising out of a breach of this Condition by the Licensee.

5 Warranties and indemnities

5.1 The Customer represents, warrants and undertakes that:

5.1.1 it has full capacity and authority to enter into and perform the Contract;

5.1.2 it has been given the opportunity to test the functionality of the systems for the provision of the Services and the Deliverables and has satisfied itself that the Services and the Deliverables are appropriate to its needs;

5.1.3 it will undertake its obligations and duties under the Contract with reasonable skill and care within the timescales specified;

5.1.4 the performance by CAF of the Services will not cause CAF to infringe any Third Party rights or any Third Party item supplied directly or indirectly by the Customer; and

5.1.5 it has and will maintain in force all necessary memberships, licences, registrations, approvals, consents or qualifications required by any applicable law, order or regulation necessary to perform its obligations under the Contract.

5.2 CAF represents, warrants and undertakes that:

5.2.1 it has full capacity and authority to enter into and perform the Contract;

5.2.2 it will use its reasonable endeavours to ensure that the Services are performed by persons possessing suitable skills and experience;

5.2.3 in providing the Services and Deliverables, CAF shall comply with any applicable laws and regulations and otherwise exercise such care and skill as is reasonable in the circumstances having regard to the special knowledge and experience that it is reasonable to expect CAF as a provider of services for reward to, and for the benefit of, charities in the United Kingdom and elsewhere, as part of its efforts to fulfil its charitable objects by the promotion of efficient and effective philanthropy without regard to any particular charitable cause; and

5.2.4 it has and will maintain in force all necessary memberships, licences, registrations, approvals, consents or qualifications required by any applicable law, order or regulation necessary to perform its obligations under the Contract.

6 Data protection

6.1 Each of CAF and the Customer shall, at all times, comply with its obligations and procure that its sub-contractors comply with their obligations under all applicable Data Protection Legislation in relation to all Personal Data that is processed by it in the course of performing its obligations under the Contract, including by maintaining any valid and up-to-date registration or notification required under the Data Protection Legislation.

- 6.2 Each of CAF and the Customer shall only process Personal Data for the purpose of lawfully providing, or receiving, the Services or as otherwise expressly authorised by the other and, in particular but without limitation, CAF shall be entitled to:
- 6.2.1 use personal data provided by the Customer to update all records relating to the individuals whose personal data it is for the purposes of any other service provided by CAF to or for the benefit of such individuals;
- 6.2.2 unless in any particular case an individual has explicitly requested anonymity, pass on to the Charities to whom the individual has made a charitable gift, pursuant to CAF's provision of the Services, the personal data of the individual for the purpose of enabling those Charities to establish direct contact with the individual;
- 6.2.3 unless the Customer has explicitly requested non-disclosure, pass on to the Charities to which charitable gifts have been or are being made pursuant to CAF's provision of the Services, details of the Customer including the personal data of any individuals for the time being performing functions relating to the Services within the Customer; and
- 6.2.4 at its discretion, inform such individuals of services provided by CAF other than the Services provided that their prior explicit consent thereto has been obtained.
- 6.3 Each of CAF and the Customer shall ensure that neither it nor any of its employees, agents or subcontractors shall publish, disclose or divulge any Personal Data to any Third Party without the written consent of the other, unless part of the Services or when legally obliged to do so.
- 6.4 To the extent that any Personal Data is required to be disclosed by either CAF or the Customer to any Supervisory Authority or pursuant to any legal requirement, such disclosure shall be permitted provided that such disclosure is made subject to obligations of confidentiality no less onerous than those imposed by the Data Protection Legislation, the regulations and guidance of the Information Commissioner's Office and the terms of the Contract. For the avoidance of doubt, CAF shall be under no obligation to provide the Customer with any information regarding Employees that CAF holds.
- 6.5 Each of CAF and the Customer confirms to and agrees with the other that it shall not process Personal Data outside the European Economic Area (EEA) or a country not deemed to provide an adequate level of protection for Personal Data by a Supervisory Authority other than:
- 6.5.1 as permitted under Data Protection Legislation;
- 6.5.2 in accordance with any guidance issued by a Supervisory Authority; and
- 6.5.3 pursuant to the Contract which requires a level of protection no less onerous than that imposed by the obligations under Data Protection Legislation, the regulations and guidance of the Information Commissioner's Office and the terms of the Contract.
- 6.6 Each of CAF and the Customer shall promptly notify the other if:
- 6.6.1 it becomes aware of a breach of the terms of the Contract in so far as it relates to Personal Data; or
- 6.6.2 it becomes aware of the loss, damage or destruction of any relevant Personal Data,
- and shall take whatever action is necessary to minimise the impact of such event and prevent such events recurring. In such event, CAF and the Customer will co-operate with each other in a reasonable manner acting in the interests of the data subject.
- 6.7 Within 30 days of the termination of the Contract, CAF and the Customer shall return to the other all the Personal Data provided by CAF or, as the case may be, the Customer and any copies thereof or shall destroy all such Personal Data and certify to the other on request that it has done so.
- 7 Liability of CAF – Exclusions and limitations – the customer's attention is drawn to this Condition**
- 7.1 CAF shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract including but not limited to loss of business, revenue, goodwill, profit or anticipated savings, reputation or for any losses that may result from a deliberate breach of the Contract by CAF, its employees, agents or subcontractors.
- 7.2 Subject to Condition 21, CAF's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by CAF, its employees, agents or subcontractors shall not exceed 2 times the total annual Fees received by CAF from the Customer as at the date of the loss.
- 7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.4 This Condition 7 shall survive termination of the Contract.
- 8 Confidentiality**
- 8.1 CAF and the Customer shall each keep confidential and shall not disclose to any person any Confidential Information, except insofar as the Confidential Information is required to be disclosed by law or by regulation (whether or not having the force of law) or by any Supervisory Authority.
- 8.2 CAF and the Customer each undertakes to use the Confidential Information of the other solely in connection with the performance of the Contract and not otherwise for its own benefit or the benefit of any Third Party.

- 8.3 Neither CAF nor the Customer shall make any public or other announcement concerning the existence or terms of the Contract, whether by way of press release, internal newsletter or otherwise howsoever without the prior written consent of the other.
- 8.4 Notwithstanding the expiry or early termination of the Contract, the provisions of this Condition 8 shall continue to apply without limit in time.
- 9 Withholding tax**
- 9.1 Save only as may be required by any applicable present or future law, rule or regulation of any competent governmental or other administrative body or as permitted in accordance with the Contract, all sums payable pursuant to the Contract shall be paid free and clear of all deductions or withholdings of any kind, and notwithstanding any dispute there may be with respect to the Services, the Fees or the Conditions.
- 9.2 If the Customer is required to make any deduction or withholding, as set out in Condition 9.1, the amount of the payment due from the Customer shall be increased to an amount which (after making any tax deduction or withholding) leaves an amount equal to the payment which would have been due to CAF if no tax deduction or withholding had been required.
- 10 Know your customer**
- 10.1 The Customer agrees to provide CAF with any documentation (including but not limited to original passports and/or driving licences and current utility bills showing home addresses) that it might require in order for it to comply with all applicable money laundering regulations, so that the Customer and/or any of its Employees, donors, trustees, partners or members can be identified by CAF for money laundering or other regulatory purposes. The Customer agrees that CAF can copy any such documentation if CAF deems it necessary in its sole discretion to do so. The Customer agrees that it may also have to provide details of any funding in connection with the Services and details of the underlying source of those funds.
- 10.2 The Customer agrees that this obligation is ongoing, so that it must comply with any written request by CAF to provide such evidence throughout the term of the Contract, whether or not information has been supplied already.
- 11 Termination of a service**
- 11.1 Either CAF or the Customer may terminate any Service by serving not less than three months' written notice on the other.
- 11.2 If the terminated Service is the only Service then provided to the Customer by CAF, the notice given shall be deemed to be notice to terminate the Contract and the provisions of Condition 12 (Termination) shall apply.
- 11.3 If Services, other than the terminated Service, continue to be provided by CAF to the Customer, the provisions of Conditions 12.2, 12.3, 12.4 and Condition 13 only shall apply to the terminated Service as though the reference therein to termination were to the termination only of the relevant Service.
- 12 Termination**
- 12.1 CAF or the Customer (the Non-defaulting Party) may by notice to the other (the Defaulting Party) terminate the Contract with immediate effect if:
- 12.1.1 the Defaulting Party is in material breach of the Contract and such breach has not been remedied within 30 days after receipt by the Defaulting Party of notice from the Non-defaulting Party requiring such remedy;
- 12.1.2 the Defaulting Party fails to provide any documentation requested of it by CAF in relation to money laundering and regulatory requirements as set out in Condition 10 above;
- 12.1.3 the Defaulting Party fails to pay an amount due under the Contract within five Business Days of the due date;
- 12.1.4 any procedure is commenced with a view to the winding-up or re-organisation of the Defaulting Party and that procedure (unless commenced by the Defaulting Party) is not terminated or discharged within 30 days;
- 12.1.5 an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to the Defaulting Party or all or substantially all of its assets and that procedure (unless commenced by the Defaulting Party) is appointed or the holder of any security over all or substantially all of the assets of the Defaulting Party takes any step to enforce that security;
- 12.1.6 all or substantially all of the assets of the Defaulting Party are subject to attachment, sequestration, execution or any similar process and that process is not terminated or discharged within 30 days or the Defaulting Party is unable to pay its debts as they fall due; or
- 12.1.7 the Defaulting Party enters into, or any step is taken, whether by the board of directors of the Defaulting Party or otherwise, towards entering into a composition or arrangement with its creditors or any class of them, including, but not limited to, a company voluntary arrangement or a deed of arrangement.
- 12.2 On termination of all the Services for whatever reason, CAF may distribute all remaining monies received from the Customer and held by CAF in relation to the provision of the Services to such Charities in accordance with CAF's Charitable Purposes as CAF may in its absolute discretion select within a reasonable period of time.

- 12.3 In the event of termination of the Contract, all the rights and obligations of CAF and the Customer shall forthwith cease, except for those provisions expressly stated to continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination and Conditions 23 (Governing Law) and 24 (Jurisdiction) shall continue to apply to such rights, liabilities and remedies.
- 12.4 As soon as practicable after termination, whatever the reason for termination, the parties shall send a joint statement in agreed terms to any and all persons for whose benefit or on whose behalf the Services have been provided, and whether they are Employees of the Customer or otherwise. In default of agreement as to terms of the proposed joint statement either CAF or the Customer may, at any time after the expiry of 30 days from the date of termination, send a statement on its own behalf to such persons to notify them of the fact of termination.
- 13 Entire agreement**
- 13.1 The Contract and each applicable Application Form constitute the whole and only agreement between the parties relating to the subject matter of the Contract.
- 13.2 CAF and the Customer each acknowledge that in entering into the Contract they are not relying upon any pre-contractual statement which is not set out in the Contract and except in the case of fraud, neither CAF nor the Customer shall have any right of action against any other party to the Contract arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the Contract.
- 13.3 For the purposes of this Condition, pre contractual statement means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Contract made or given by any person at any time prior to the Contract becoming legally binding.
- 14 Variation and waiver**
- 14.1 Except as may be otherwise specified in these Conditions, the Contract may only be varied in writing signed by each of CAF and the Customer.
- 14.2 No waiver of any provision of the Contract shall be effective unless it is in writing and signed by the waiving party. No such waiver shall constitute a waiver of any other provision of the Contract or a waiver of the relevant provision otherwise than in reference to the particular circumstances giving rise to the waiver. Failure to exercise a right or remedy provided by the Contract shall not constitute a waiver of the right or remedy or a waiver of other rights and remedies provided by the Contract.
- 15 Severability**
- 15.1 In the event that any of the provisions of the Contract is or becomes thereafter illegal, invalid or unenforceable under applicable law, the legality, validity and enforceability of the other provisions of the Contract shall not be affected or prejudiced by it.
- 16 Assignment**
- 16.1 Neither CAF nor the Customer may assign, licence, charge or otherwise purport to grant rights over or transfer the benefits of any of its rights or obligations under the Contract in whole or in part, or any benefit or interest in it, without the prior written consent of CAF or, as the case may be, the Customer, unless required by the Charity Commission of England and Wales.
- 17 Force majeure**
- 17.1 **Force Majeure** means, in relation to CAF or the Customer, a circumstance beyond the reasonable control of CAF or, as the case may be, the Customer (the **Claiming Party**). The Claiming Party will not be in breach of the Contract or otherwise liable to the other (the **Non-claiming Party**) for any delay in performance or any non-performance of any obligations under the Contract (and the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure.
- 17.2 The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to Force Majeure.
- 17.3 If the Force Majeure in question prevails for a continuous period in excess of six months after the date on which the Force Majeure begins, the Non-claiming Party shall be entitled to give notice to the Claiming Party to terminate the Contract. The notice to terminate must specify the termination date, which must be not less than 30 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the Contract will terminate on the termination date set out in the notice.
- 18 Further assurance**
- 18.1 Each of CAF and the Customer undertakes that it will, at the request and cost of the other party, execute and deliver all such documents and do all such other acts and things as the other party may reasonably request in order to give that other party the full benefit of the Contract.
- 19 Notices**
- 19.1 Any notice to be given by one party to the other under the Contract must be in writing and left at or sent to the address of the addressee set out in the Application Form. For the avoidance of doubt notices must not be sent by electronic mail.
- 19.2 A notice is to be treated as given upon delivery at the addressee's address, if left there; or on the third day after posting, if notice is given by post.
- 20 No partnership/agency**
- 20.1 Nothing in the Contract or any Application Form and no action taken by CAF or the Customer in connection with the Contract shall constitute a partnership or agency relationship between any of the parties.

21 Capacity

21.1 The trustees of the Charities Aid Foundation accept each Application Form solely in their capacity as trustees of the Charities Aid Foundation. The Customer's right of recourse under the Contract therefore shall be limited to the assets of the Charities Aid Foundation at the relevant time.

21.2 Nothing in these Conditions shall apply to exclude or limit CAF's liability in respect of fraud, dishonesty, funds misdirection or funds misapplication for which any of its trustees, any Affiliate or any CAF Personnel are responsible or for death or personal injury caused directly from the negligence of any such persons.

22 Contracts – Rights of Third Parties Act 1999

22.1 Neither CAF nor the Customer intend that any term of the Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any other person.

23 Governing law

23.1 The Contract and each Application Form and any dispute or claim arising out of or in connection with any of them are to be governed by and construed in accordance with the law of England and Wales.

24 Jurisdiction

24.1 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with the Contract. Any proceeding, suit or action arising out of or in connection with the Contract or the negotiation, existence, validity or enforceability of the Contract shall be brought only in the courts of England.

25 Interpretation

25.1 Words in the singular include the plural and in the plural include the singular.

25.2 References to any person shall be construed so as to include its permitted assignees or transferees.

25.3 Any reference to a statute includes a reference to:

25.3.1 that statute as from time to time modified, extended or re-enacted;

25.3.2 any repealed statute or statutory provision which it re-enacts (with or without modification); and

25.3.3 any subordinate legislation made under the relevant statute.

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