

STC Payroll Giving Charity Services Agreement

Start Date:

BETWEEN

(“The **Charity**”)

and

Payroll Giving Plus Ltd t/a STC Payroll Giving, a company whose registration number is 04641570 and whose registered address is:

Unit 97C+D
Harvey Drive
John Wilson Estate
Whitstable
Kent
CT5 3QT

(“The **Organisation**”)

Background

- A. The Charity intends to raise funds in accordance with its charitable objectives. The Organisation is a professional fundraising organisation engaged in Payroll Giving (as defined below) and other fundraising.
- B. The Charity wishes to enter into an agreement with the Organisation to raise or collect funds via Payroll Giving (under the tax effective schemes introduced under the Payroll Giving Act from employees and employers (where appropriate), from anybody wishing to donate in this way, in accordance with the terms of this Agreement.
- C. The Organisation has agreed to provide the Services set out herein in accordance with the terms of this agreement (“the **Agreement**”).
- D. The Payroll Giving Agency (PGA) is contracted by the Donor’s Employer to administer Payroll Giving (under the terms of the Charitable Deductions (Approved Schemes) Regulations SI 1986/2211 (as amended)).

IN CONSIDERATION of the payments and mutual promises contained in this Agreement the Parties agree as follows:

1. Definitions and Interpretation

In this Agreement, the following words and phrases shall have the following meanings:

“Payroll Giving Act”

Finance Act 1986

“Charity Copyright Material”	means all artwork, copy and any other work capable of being subject to copyright provided by the Charity or produced or created by the Organisation at the specific request of the Charity. This does not include Organisation Copyright Material.
“Charity Guidelines”	means any guidance provided to the Organisation by the Charity from time to time, including but not limited to the Charity’s policy on vulnerable persons.
“Charity Representative”	means a person in the Charity assigned as the first person to be contacted by the Organisation from time to time.
“Data”	means any information relating to a Donor which can be used to identify the Donor in whatever form supplied to or held by the Organisation.
“Direct Marketing”	means any unsolicited written or verbal contact of any nature with any Donor whose Personal Data is shared by the Organisation with the Charity, for the purposes by the Charity of directly or indirectly promoting its charitable aims or objectives; or indirectly or directly soliciting charitable donations.
“Data Controller”	As defined as “controller” in Article 4 (7) of the GDPR.
“Data Sharing Agreement”	means the written agreement between the Organisation and the Charity in which the parties have recorded in writing their respective data sharing obligations.
“Donation”	means the sum given by a Donor to the Charity excluding any sums added by the Donor’s Employer.
“Donor”	means an individual who commits to payment of a donation to the Charity by way of Payroll Giving.
“Donor’s Employer”	means an employer that has a contract with an HM Revenue & Customs registered Payroll Giving Agency (under the terms of Charitable Deductions (Approved Schemes) Regulations SI 1986/2211) and has received permission from an employee authorising it to deduct charitable donations from an employee’s pay before tax, on a regular basis and make payments to the Payroll Giving Agency.
“Donor’s Pledge”	means an agreement in the form of an authorisation by a Donor to donate to the Charity by way of Payroll Giving.
“Donor Recruitment Fee(s)”	means the fees payable to the Organisation in respect of each Donor Enrolled as set out in Schedule 1.
“Donor Schedule”	means a list identifiable by date or reference number that lists the summarised details of all Donor Pledge forms sent to the Charity by the Organisation on a particular occasion.
“Effective Start Date”	[date].

“Enrol/Enrolment/Enrolled”	means the completion by a Donor of a Donor’s Pledge.
“GDPR”	means the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“ EU GDPR ”) and the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (the “ UK GDPR ”).
“Intellectual Property Rights”	means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, database rights and all rights in unfair competition rights or rights to sue for passing off.
“Matching and Administration Information”	means Personal Data about individual Donors comprising the following data items, if supplied by the Donor: Employer, Donor’s Full name, postal address and/or email address and details of the Donor’s Pledge (including the amount of any Donation to be given to the Charity, the form of such Donation (e.g., one-off or recurring), and the frequency of the Donation). The parties may, from time to time, agree in writing to vary the scope of the data items comprising Matching and Administration Information.
“Organisation Copyright Material”	means promotional material not specifically produced for the purpose of the Charity but that may include the Charity’s name or trademark together with other charities.
“Payroll Giving”	means payment of a regular Donation to the Charity by way of deduction by an employer of the payment from an employee’s pay before tax in accordance with the tax effective schemes introduced under the Finance Act 1986.
“Payroll Giving Agency”	means a Payroll Giving Agency approved by HMRC that is contracted by the Donor’s Employer to administer the Payroll Giving scheme (under the terms of the Charitable Deductions (Approved Schemes) Regulations 1986).
“Payroll Giving Charity Forum (“PGCF”)	means a forum of charities in the UK who are involved with Payroll Giving and who share information, best practice and new ideas relating to Payroll Giving.
“Personal Data”	As defined in Article 4(1) of the GDPR.
“Privacy and Data Protection Requirements”	means the GDPR, the Data Protection Act 2018, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and, once in force, the EU E-Privacy Regulation, and any subsequently enacted United Kingdom legislation to implement any part of

the EU E-Privacy Regulation or to implement, supplement or replace any of the foregoing.

“Professional Fundraisers”

means the professional fundraisers who are employed or contracted by the Organisation and who recruit Donors as part of the Services.

“Prohibited Purpose”

Any purpose other than for the purpose by or on behalf of the Charity of directly or indirectly promoting the Charities charitable aims or objectives in accordance with the Privacy and Data Protection Requirements; or indirectly or directly soliciting charitable donations from any legal or natural person, Charity, or any other charitable organisation in accordance with the Privacy and Data Protection Requirements.

“Services”

means the fundraising services to be rendered by the Organisation under this Agreement.

“Specific opt in Consent”

means opt in consent given by a Donor which meets the standard for opt in consent required by the Privacy and Data Protection Requirements.

“Term”

Has the meaning as set out in Clause 2.

“Trademarks”

means the trademarks as provided by the Charity from time to time.

- 1.1 Any approval or agreement required to be given by the Charity in this Agreement must be in writing and may only be given by the Charity Representative or such other person as may be nominated by the Charity Representative from time to time.
- 1.2 References to Clauses and Schedules are (unless otherwise provided) references to the clauses and schedules of this Agreement.
- 1.3 In the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
- 1.4 Words in the singular include the plural and, in the plural, include the singular.
- 1.5 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being made under it.
- 1.6 References to “**including**”, “**include(s)**” and “**in particular**” shall be deemed to mean respectively including without limitation and include(s) without limitation.

2. Term

This Agreement shall take effect on and from the Effective Start Date and shall remain in force until the expiry

of 1 month's written notice served by either party on the other, or until this Agreement is terminated earlier in accordance with Clause 13 (the "Term").

3. Donor Recruitment

3.1 The Organisation shall raise and collect funds for the Charity by Enrolling Donors to sign up for Payroll Giving Donations by booking and visiting employer locations where the Organisation has an agreement with the employer permitting the Organisation to attend the employer's sites to promote Payroll Giving to the employer's staff. The Organisation will carry out face to face meetings with employees and use the following methods of sign up (dependant on the employer's wishes). The Organisation may also promote the scheme through the use of online forms or webinars where the Organisation has an agreement with the employer permitting the Organisation to promote Payroll Giving using this method:

- Paper forms
- IPAD
- Their company website
- The STC online donation platform <https://udon8.org/stc>
- A flexible benefits portal provided by the employer.
- The Workplace Giving Hub, a hub provided to the employer where employees can manage their payroll giving donations, apply for volunteering opportunities and view charity campaigns, including upcoming events.

3.2 The Organisation is solely responsible for ensuring it has an appropriate agreement in place with each employer permitting the Organisation and any Professional Fundraisers to attend the employer's site and to promote Payroll Giving to the employer's staff, and that it and any Professional Fundraisers comply with the terms of such agreement.

3.3 The Organisation shall be responsible for all acts and omissions of any Professional Fundraisers it engages to promote Payroll Giving under this agreement, and must ensure that all Professional Fundraisers carry out their duties:

- 3.3.1 in a professional manner.
- 3.3.2 in accordance with all applicable laws and regulations.
- 3.3.3 in accordance with the reasonable directions and site policies of any employers whose sites they visit; and
- 3.3.4 in accordance with any written policies of the Charity notified to the Organisation from time to time.
- 3.3.5 in accordance with any written policies of the Organisation from time to time.

3.4 The Organisation shall ensure that any information it or its Professional Fundraisers provides to employees or employers relating to the Charity or Payroll Giving (including any representations about the tax implications of Payroll Giving) is complete, accurate, and is not misleading.

3.5 The Organisation shall indemnify (and keep indemnified) the Charity against all loss or damage suffered or incurred by the Charity arising from a breach of clause 3.2, 3.3, or 3.4.

3.6 The Organization warrants that any portable electronic device used to obtain Donor Personal Data will only be configured to work on operating systems that meet a minimum requirement as determined by the Organization.

3.7 The Organisation shall obtain prior written approval of the Charity if it wishes to use any other method of raising or collecting funds.

4. Donor Recruitment Fees

- 4.1 In consideration for the provision of the Services by the Organisation, the Charity shall pay to the Organisation the Donor Recruitment Fee referred to in Schedule 1.
- 4.2 The Organisation shall be entitled to increase Donor Recruitment Fees by no more than 10% once in any calendar year by notice in writing to the Charity thirty (30) days in advance of the increase taking effect. The Charity shall be entitled to reduce the maximum volume of payroll givers the Organisation can recruit in a 12-month period or terminate the Agreement by giving thirty (30) days' notice in writing to the Organisation; or (b) terminate the Agreement by giving the Organisation at least seven (7) days' notice in writing if it does not wish to accept the Donor Recruitment Fee increases.
- 4.3 The Donor Recruitment Fees are exclusive of VAT.
- 4.4 Undisputed Invoices will be paid by the Charity to the Organisation within 30 days of receipt of invoice by the Charity.
- 4.5 The Charity may dispute the amount of any Donor Recruitment Fees in an invoice by giving written notice of the dispute to the Organisation within 60 days of receipt of the relevant invoice. The parties shall work together in good faith to resolve promptly any disputed invoices.
- 4.6 Late payment of invoices may attract interest - this is 8% above the Bank of England base rate as per GOV.UK recommendations <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>. It is at the discretion of the Organisation whether interest is added to invoices which are paid later than 30 days.
- 4.7 Invoices and donor information will be sent using the ShareFile system. ShareFile is a secure enterprise file sync and share system. It is a SaaS product that allows users to choose where to securely store documents and files, either on premises or in the cloud located within the EU.
- 4.8 If a Donor chooses to support more than one charity with their Donation, then the Donor Recruitment Fee payable by the Charity for that Donor shall be calculated based on the portion of the Donor's Donation that is to be donated to the Charity.
- 4.9 If a Donor who has already pledged to give regular Donation's to the Charity agrees to increase the amount of their Donations because of the Services, then the Organisation shall be entitled to charge an upgrade fee (depending on the amount of the increase) as set out in Schedule 1. Upgrade fees shall be calculated and invoiced at the end of each week together with the Donor Recruitment Fee.

5. Pledge Forms and Enrolment Details

- 5.1 The Organisation will collect Matching and Administration Information from Donors and communicate this to the Charity within 30 days of collection to enable the Charity to: (a) match the Donor's actual financial donation with the personal data held by the Charity about the Donor; (b) check whether the Donor is already on the Charity's database; and (c) communicate with the Donor on matters relating to the Donor's Donation.
- 5.2 The Organisation shall provide all necessary notices, and obtain all necessary consents, to enable the Charity to lawfully receive the Donor Matching and Administration Information and to process that information as set out in clause 5.1 above.

- 5.3 The Organisation is responsible for ensuring all Matching and Administration Information collected from Donors and provided to the Charity is complete and accurate in all material respects. The Organisation must immediately notify the Charity of any changes to any Donor Matching and Administration Information that the Organisation becomes aware of.
- 5.4 Except where, in respect of a given data subject, the Organisation notifies the Charity in writing that the Donor has given Specific opt in Consent to receive Direct Marketing, the Charity shall not process any Matching and Administration Information for the Prohibited Purpose. In circumstances when the Organisation has notified the Charity in writing that a specific named Donor has given Specific opt in Consent to receive Direct Marketing, the Charity shall, when contacting the Donor for that purpose, only contact the Donor for the Direct Marketing purposes to which the Donor has given the Specific opt in Consent; and shall only contact the Donor via the specific communication channels to which the Donor has consented in writing. The Organisation shall immediately notify the Charity if any Donor who has previously given Specific opt in Consent later contacts the Organisation to withdraw that consent.
- 5.5 The Organisation will use Citrix ShareFile service to share Donor Matching and Administration Information with the Charity. This service uses encrypted transmission to protect your confidential data and requires registration.
- 5.6 Files will be accessed through <https://payrollgiving.sharefile.com> for which the Charity's nominated representative will be given a password for secure access.
- 5.7 All Donor Matching and Administration Information entered in a working week on the Organisation's systems is uploaded to the sftp site on the Friday of that week and the Charity Representative will receive an email notification advising that files are ready to be accessed, where new3Donors have been recruited in the preceding week. If a new Donor data record is missing information, the data will be released when that information has been collected.
- 5.8 Unless expressly agreed otherwise with the Charity, the Organisation must only share Matching and Administration Information about Donors, and no other Donor personal data, with the Charity.
- 5.9 The Organisation shall forward any Donor's Pledges for Payroll Giving Donations generated by the Organisation in favour of the Charity to the payroll departments of the Donor's Employers on a weekly basis.
- 5.10 The Organisation shall forward any Donor's Pledges for Payroll Giving Donations generated by the Organisation in favour of the Charity to the relevant Payroll Giving Agency on a weekly basis.

6. Thanking Donors

The Charity acknowledges that it is not the responsibility of the Organisation to arrange to thank and acknowledge Donors.

7. Information and Records

- 7.1 Throughout the period of this Agreement and for at least two years thereafter, the Organisation undertakes to keep proper records of all data and correspondence and administration relating to **this Agreement** in a clear and legible form.
- 7.2 The Organisation shall grant to the Charity and its officers or duly authorised agents at any time during office hours on not less than two business days' written notice to the Organisation (save in case of emergencies, as to which the Charity shall be the sole judge), all necessary access to inspect all or any of the records or other

items held by the Organisation including records kept in a computerised form which relate to this Agreement. The Charity may take such copies of such documents and records as it thinks fit at its reasonable expense.

- 7.3 The Charity will make every reasonable effort to communicate information about the Charity to the Organisation for the purposes of best fulfilling Donor acquisition and processing. This may include (but is not limited to) email updates, digital newsletters and promotional materials. The Organisation's promotional methods will, where possible, include the use of authorised display material and any other promotional tools as agreed between the parties.

8. Trademark Usage

- 8.1 The Charity grants to the Organisation the non-exclusive revocable right to use the Trademarks in the United Kingdom as provided by the Charity solely for the duration of the Term and solely for the purposes of carrying out the Services. The Organisation shall:

- 8.1.1 only use the Trademarks as stipulated from time to time by the Charity and shall in particular observe all directions given by the Charity as to colours and size of representations of the Trademarks.
- 8.1.2 only use the Trademarks for the purposes authorised in this Agreement and, in particular, shall not use the Trademarks in any way that would allow or risks allowing them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Charity.
- 8.1.3 not adopt or use any trademark, symbol or device that incorporates or is confusingly similar to or is a simulation or colourable imitation of the Trademarks or unfairly competes with the Trademarks.
- 8.1.4 not at any time, whether during or after the Term, apply anywhere in the world to register any trademarks identical to or so nearly resembling the Trademarks as to be likely to deceive or cause confusion.
- 8.1.5 not at any time use the Trademarks as part of any corporate, business or trading name or style.
- 8.1.6 not register or be involved in the registration or use of any domain name incorporating the Trademarks or a mark that is colourably similar to the Trademarks; and
- 8.1.7 not use the Trademarks without the Charity's prior written consent in respect of each use.

- 8.2 The Organisation shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the Trademarks, except the rights of use as are specifically set out in this Agreement, and acknowledges and agrees that the benefit of all use by it of the Trademarks shall at all times be to the benefit of the Charity. The Parties shall execute all documents necessary to give effect to this Clause.

9. Charity Copyright Material

- 9.1 The copyright in all Charity Copyright Material shall vest in the Charity which for the avoidance of doubt includes pictures or logos used for the purposes of this Agreement.
- 9.2 All artwork and hard copy of such Charity Copyright Material shall be handed over by the Organisation to the Charity within 30 days of the termination of this Agreement and at any time on request of the Charity during the Term, subject to any prior written agreement made by the Charity and the Organisation regarding the use of the Charity Copyright Material.

The Organisation warrants and represents to the Charity that any copyright works or documents created by it pursuant to this Agreement or by its employees or contractors or agents will not infringe the Intellectual Property Rights of any third party whatsoever.

- 9.3 The Organisation will log and manage the volume and categories of material stock supplied by the Charity and distributed by the Organisation to fundraisers in an efficient manner, to ensure fundraisers have sufficient stock for the campaign, but avoiding wastage and ensure Fundraisers use the materials intended for new supporters only for this purpose.

10. Warranties and Indemnities

- 10.1 The Organisation represents, warrants and undertakes on an ongoing basis that:

10.1.1 it observes all relevant rules of law, by-laws, and regulations in relation to the discharge by it of its obligations under this Agreement, and in particular will comply in all respects with the provisions of the Charities Act 1992 and the Charities (Protection and Social Investment) Act 2016, (as amended or replaced from time to time, or any statutory requirements or modifications thereof); and

10.1.2 it will abide by the Code of Conduct or Code of Practice for payroll giving fundraising issued by the Association of Payroll Giving Organisations (APGO) and The Code of Fundraising Practice issued by the Fundraising Regulator, (as amended or replaced from time to time, or any statutory requirements or modifications thereof); and

10.1.3 it will abide by the Chartered Institute of Fundraising's guidance on Treating Donors Fairly, Fundraising with People in Vulnerable Circumstances; and

10.1.4 it will abide by its own Ethical Fundraising policy and its Policy for Dealing with Vulnerable Donors, (as amended or replaced from time to time), copies attached below as Addendums 1 and 2 which can also be seen on the StC website www.stcpayrollgiving.co.uk;

10.1.5 it will abide by the Privacy and Data Protection Requirements (as amended or replaced from time to time, or any statutory requirements or modifications thereof).

- 10.2 in relation to any complaints received by the Organisation in relation to the Charity and/or the Services, the Organisation shall:

10.2.1.1 Remain in full compliance with the guidelines for handling complaints issued by the Chartered Institute of Fundraising and the Fundraising Regulator (or anybody that replaces it).

10.2.1.2 Ensure it, and its Representatives, deal with all complaints received promptly.

10.2.1.3 Notify the Charity as soon as reasonably practical of the complaint and, in any event, within one (2) working days.

10.2.1.4 Include all relevant details relating to the complaint in the notice.

10.2.1.5 Consult with the Charity on the steps to be taken to resolve the complaints, including determining which party is best placed to respond to the complainant.

10.2.2 It shall maintain a list of any complaints made to the Organisation (including complaints made directly to the professional fundraisers) and shall make this list available to the Charity on a monthly basis, and more frequently if requested by the Charity. This list will include the following information:

10.2.2.1 The date of the complaint.

10.2.2.2 How the complaint was received.

10.2.2.3 Details of the complaint.

10.2.2.4 Any action taken by the Organisation to resolve the complaint.

10.2.3 It shall, in providing the Services, act at all times in a manner which promotes the public benefit purposes of the Charity and it, or its directors, officers, servants, or agents, whether acting pursuant to this Agreement or otherwise, shall not engage in any act or omission prejudicial to the reputation of the Charity.

10.3 The Organisation's liability for damages for (a) fraudulent misrepresentation; (b) death or personal injury arising from the negligence of the Organisation; (c) any other liability which is not lawfully permitted to exclude or limit; (d) any breach of the Privacy and Data Protection Requirements is not excluded or limited.

10.4 The Organisation's total aggregate liability for loss or damage arising as a result of any breach of clause 8, 9 or 11 of this agreement, or for any breach of the Data Sharing Agreement, shall be limited in each 12-month period to £1,000,000

10.5 Subject to clauses 10.3 and 10.4, any other liability (whether for breach of this Agreement, negligence or otherwise) of the Organisation shall be limited in respect of each claim made to the aggregate total payments made to the Organisation by the Charity pursuant to this Agreement in the preceding twelve months.

11. Data Protection

11.1 The Organisation and the Charity are both Data Controllers in respect of the Donor's Personal Data.

11.2 The Organisation shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and associated administrative functions and shall not process the Personal Data for any other purpose.

11.3 The Organisation will share Donors' Personal Data with the Charity to the extent provided for in this Agreement, and to the extent provided for in the Data Sharing Agreement.

11.4 The Charity shall process Donors' Personal Data strictly in accordance with its obligations under clause 5 of this Agreement, and in accordance with its obligations under the Data Sharing Agreement.

11.5 If the Organisation receives any complaint which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Privacy and Data Protection Requirements it shall notify the Charity within 2 business days and it shall provide the Charity with all reasonable co-operation and assistance in relation to any such complaint, notice or communication.

11.6 The Organisation shall ensure that all employees used by it to provide the services have undergone training in the law of data protection, their duty of confidentiality under contract and in the care, security and handling of personal data.

12. Reimbursement of Donor Recruitment Fee

- 12.1 The Charity shall be entitled to be reimbursed in respect of Donor Recruitment Fees paid in the circumstances set out in clause 12.4 and 12.6.
- 12.2 To seek reimbursements of any Donor Recruitment Fees ("Refund"), it shall be the responsibility of the Charity to monitor the income due from Donors' Pledges as against the income received via the Payroll Giving Agency. The Organisation shall use all reasonable endeavours to supply any information requested by the Charity in relation to the Donors' Pledges and the income due. However, the Charity acknowledges that the Organisation will not have access in all cases to such information.
- 12.3 The Charity shall:
- 12.3.1 raise any query in respect of Donor Recruitment Fees with the Organisation no earlier than five (5) months after the date of a Donor's Pledge so that the matter may be investigated; and
 - 12.3.2 bring any query or discrepancy (including any non-appearance of income) to the attention of the Organisation not later than eight (8) months after the date of the Donor's Pledge.
- 12.4 Following notification of a query or discrepancy about a Donor's Pledge, the Organisation shall acknowledge the query within five (5) days and respond to the Charity within one (1) month of the date of the query being received, either with a written notification of a Refund or a report on the investigation with an indication of when the outcome is expected. The Organisation will issue a credit note to the Charity within one month of the Refund being agreed unless alternative arrangements have been mutually agreed and confirmed by the parties in writing.
- 12.5 The Organisation shall make refunds to the Charity by way of a credit against Donor Recruitment Fees due from the Charity (or where none are due, by way of payment by a BACS transfer).
- 12.6 The Organisation shall make a full refund of the Donor Recruitment Fee to the Charity in the following circumstances:
- 12.6.1 the Donor has informed the Organisation, the Charity or their employer or payroll department (as applicable) that they (for any reason) do not wish the first Donation to be made.
 - 12.6.2 in the case of Payroll Giving Donors, if the Donor has not made their initial donation, for reasons including the Donor's Employer's payroll department has been unable to initiate the first deduction because the employee is casual, temporary or agency staff, has left employment, is not known to the employer or the employer is not registered to operate a Payroll Giving scheme.
 - 12.6.3 the Donor's Employer has refused to initiate the first Donation for whatever reason.
 - 12.6.4 for Payroll Giving Donors, the Organisation has not followed the Association of Payroll Giving Organisation's (APGO) recommended processing procedure. If this is disputed by the Organisation, the Organisation shall provide the Charity, on request, with all documentation pertaining to the processing of the Donor's Pledge in question.
 - 12.6.5 the Donor or the Donor's Employer (as applicable) indicates in writing that the Donor has cancelled their Donations because the scheme has been misrepresented to them by the Organisation; and
 - 12.6.6 where any action by the Organisation, which results in a Payroll Giving Donor cancelling their Enrolment, is proven to be in breach of the Code of Conduct of the APGO or general Code of Conduct issued by the Chartered Institute of Fundraising.

- 12.6.7 the Donor reduces the value of their Donations before the first Donation is received by the Charity and the lower Donation value falls into a lower Donor Recruitment Fee bracket and the Charity informs the Organisation of this, a credit will be issued by the Organisation to the Charity for the difference in the Donor Recruitment Fee.

In the event that the Organisation declines to pay a Refund and the Charity does not agree with the Organisation's decision to do so, the Charity may refer the question of whether a Refund is due to the Charity to be determined by an independent expert (who shall act as an expert and not an arbitrator). The independent expert shall be appointed by the parties jointly. The decision of the independent expert shall, save in the event of manifest error, be final and binding on the Parties in such proportions as the independent expert shall determine.

13. Termination

- 13.1 The Charity may terminate this Agreement without prejudice to its other remedies by notice in writing to the Organisation with immediate effect if the Organisation:

13.1.1 is in breach of clause 15.1.7 of this agreement.

13.1.2 is in breach of its obligations under this Agreement and fails to remedy such breach (where such breach is capable of remedy) within fourteen days of receipt of written notice specifying the breach and requiring it to be remedied.

13.1.3 ceases or threatens to cease to carry on business or is unable to pay its debts or goes into liquidation or has an administrative receiver or receiver and manager or administrator appointed of its assets or enters into a voluntary arrangement with its creditors or suffers any similar insolvency process or process which affords it protection from its creditors; in which case the charity would be immediately informed.

13.1.4 undergoes a change of control within the meaning of the term as set out in section 840 of the Income and Corporation Taxes Act 1988.

13.1.5 challenges the validity of the Trademarks; or

13.1.6 is unable to perform the Services or any of its obligations under this Agreement for a total period of more than 60 days in any calendar year, including where the reason for such non-performance is outside of the reasonable control of the Organisation.

- 13.2 Without limiting the Charity's other termination rights, the Charity may terminate this Agreement with immediate effect if in the sole determination of the Charity the Organisation has brought the charity into disrepute.

- 13.3 Termination of this Agreement shall be without prejudice to any existing rights or claims of the Parties and shall not relieve the Organisation or the Charity from fulfilling its obligations accrued prior to termination.

14. Consequences of Termination

- 14.1 Upon termination of this Agreement however arising:

14.1.1 All provisions of this Agreement which in order to give effect to its meaning need to survive its termination, including Clauses 1, 4, 7, 8, 10, 11, 12, 14, 20 and 22 shall remain in full force and effect after termination; and

14.1.2 The Organisation shall immediately cease to use the Charity Copyright Material. The Organisation shall, if requested to do so by the Charity, forthwith destroy or at the Charity's option deliver up to the Charity (and shall observe the Charity's reasonable directions in delivering up) all remaining stocks of any Charity Copyright Material.

14.2 The Organisation shall not do anything after the expiry or termination of this Agreement that might lead any person to believe that the Organisation is in any way connected with the Charity.

15. Promotion of the Services

15.1 In promoting and providing the Services the Organisation shall:

15.1.1 not hold itself or any of its sub-agents or Professional Fundraisers out as being employees of the Charity but is permitted to term itself as "working with the Charity" or "providing services to the Charity". The Organisation shall state how it is paid on all Donor Pledge or online forms to comply with the Charities Act 1992 (as re-enacted or modified).

15.1.2 ensure that the Professional Fundraisers deal appropriately with all members of the public in particular that the Professional Fundraisers act in accordance with the relevant sections of the Fundraising Regulator's Code of fundraising Practice.

15.1.3 ensure that identification badges will be worn by employees, contractors or sub-agents of the Organisation when performing the services. These badges must be worn to be always visible whilst on an employer's premises; and

15.1.4 ensure that they make legally compliant statements as to how they are paid (the solicitation statement, see Addendum 4). Any changes to the solicitation statement will be notified to the Charity.

15.1.5 ensure that the Professional Fundraisers do not accept cash or any other method of donating other than by Payroll Giving.

15.1.6 ensure that the Professional Fundraisers do not persuade a supporter who states that they are already supporting the charity with a regular donation or gift to reduce or cease that existing donation in favour of Payroll Giving donations.

15.1.7 not engage in any act or practice and ensure its Professional Fundraisers do not engage in any act or practice, that will or is likely to bring the Charity into disrepute or to otherwise damage the goodwill of the Charity.

15.1.8 maintain its membership of the APGO and always abide by its Code of Conduct.

15.1.9 act to uphold the Charity's ethos and values as expressed within the materials to support fundraiser training.

15.1.10 work closely with the Charity to enable the proper monitoring of fundraising and training activities by the Charity on a mutually agreed upon timescale; or

15.1.11 make available upon request, the results of any audits of fundraising activities carried out from time to time by members of the PGCF. This will include shadowing and training audits as per clause 16.3.

15.1.12 the Organisation shall (and shall ensure that its suppliers and subcontractors (where permission to subcontract has been given) shall) comply with all applicable anti-bribery and corruption laws, statutes, and regulations from time to time in force, including but not limited to the Bribery Act 2010.

15.1.13 the Organisation shall (and shall ensure that its suppliers and subcontractors (where permission to sub-contract has been given) shall):

15.1.13.1 not in any way be involved directly or indirectly with:

- a) terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose.
- b) trafficked, bonded, child, enforced or compulsory labour and servitude.

15.1.13.2 comply with, regarding child labour and forced labour, all legal requirements and with the international labour standards promoted by the International Labour Organisation; all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force, including, but not limited to, the Modern Slavery Act 2015.

16. Fundraiser Training and Monitoring

16.1 The Organisation shall recruit and train Professional Fundraisers to recruit new Donors on behalf of the Charity in accordance with the terms of this Agreement and will take any necessary remedial action it deems appropriate against non-compliant Professional Fundraisers.

16.2 If the Charity has any reasonable concerns with a Professional Fundraiser engaged by the Organisation, the Charity may notify the Organisation of those concerns and, at the request of the Charity, the Organisation shall not use that Professional Fundraiser to promote the Charity.

16.3 The Organisation will deliver an initial training session and subsequent refresher training sessions for individual Professional Fundraisers, with the frequency of these sessions depending on the progress and experience of each Professional Fundraiser. There are two (2) group training sessions per year that all Professional Fundraisers are required to attend. This will include training on fundraising regulatory compliance, vulnerable persons, and avoiding undue pressure.

16.4 For the Charity to monitor compliance with the requirements in the Agreement (where this is viable and will not expose commercially sensitive information) the Organisation shall (and shall ensure that its suppliers and subcontractors, where permission to sub-contract has been given):

16.4.1 given suitable advance notice, allow a representative from the PGCF to attend an Organisation led fundraiser training session, not more than twice a year, and share with the Charity any relevant reports produced the PGCF, or by other organisations and APGO approved parties upon request.

16.4.2 given suitable advance notice, allow a representative from the PGCF to shadow a fundraiser during a payroll giving promotion, not more than four times a year, and share with the Charity any relevant reports produced by the PGCF, or by other organisations and APGO approved parties upon request.

16.5 During the Term of this Agreement, the Charity shall be entitled to monitor the Organisation's compliance with the terms of this Agreement, in particular clauses 10.1 (Regulatory compliance) and 15.1.2 (Professional Fundraiser compliance). Such monitoring may include, but not be limited to:

16.5.1 reviewing, upon request, the materials and training logs used to train the Professional Fundraisers.

16.5.2 meeting face-to-face or arranging review calls to discuss compliance with this Agreement and, if

appropriate, to discuss and agree any adjustments required to any of the Organisation's policies and/or procedures to improve standards regarding the protection of vulnerable people and the general public from unreasonable intrusion of privacy, unreasonably persistent approaches to donate and putting people under undue pressure to donate.

16.5.3 for the avoidance of doubt, the Organisation is available to respond promptly to ad-hoc queries.

16.5.4 providing all reports and information reasonably required by the Charity to allow the Charity to comply with the 2016 Act, which requires the Charity to disclose certain Fundraising Standards Information in its annual reports.

17. Non-exclusivity

The Organisation may operate on behalf of several charities. The Charity may enter into agreements with other professional fundraisers who engage in Payroll Giving and other fundraising activities.

18. Maximum Numbers

The Charity, may at its discretion, give one (1) month's written notice to the Organisation specifying a maximum number of Donor Enrolments that will be permitted within any calendar month. The Organisation shall not be entitled to charge a Donor Recruitment Fee, and the Charity shall not be liable to pay a Donor Recruitment Fee, in respect of any Enrolment of Donors more than the maximum number specified by the Charity.

19. Location

The Organisation will represent the Charity and seek to recruit Donors throughout the United Kingdom.

20. Confidentiality

20.1 The Parties undertake that they shall, and shall procure that their employees and agents shall, keep secret and treat as confidential, documents and information relating to this Agreement and the affairs of the other Party and shall keep all such documents and information secure and protected against theft, damage, loss or unauthorised access and shall not disclose any such documents or information to any third party except as is required by law. In particular, but without limitation, this particularly applies to details of employers and sites visited by the Organisation.

20.2 The obligations of this Clause shall survive the variation, renewal or termination of this Agreement but shall not apply to any information that:

- (a) has come into the public domain through no fault of the recipient.
- (b) was in the possession of the recipient, or known by it, prior to receipt from the disclosing party.
- (c) is independently developed by the recipient without access to such information.
- (d) is trivial or obvious; or
- (e) is required to be disclosed pursuant to any statutory or regulatory authority.

21. Notices

21.1 Any notice given under this Agreement must be in writing and sent or delivered by hand, first class post, or email to the other Party at the address set out at the beginning of this Agreement (or such other address notified for this purpose by that Party). Any notice sent to the Charity shall be addressed to the Charity Representative.

21.2 Notices shall be deemed to have been given as follows:

- (a) If delivered by hand - when deposited at the appropriate address.
- (b) If sent by first class post - 48 hours after posting; and
- (c) If sent by email - on transmission to the correct address during normal business hours, (9.00 am to 5.00 pm Monday to Friday and excluding Bank Holidays) (or where sent outside of normal business hours, at 10.00 am on the next business day).

22. Entire Agreement

- 22.1 This Agreement and the Data Sharing Agreement constitute the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the Parties, whether oral or written, in relation to such subject matter.
- 22.2 Each Party acknowledges that in entering into this Agreement it has not relied upon and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings, or representations (whether innocently or negligently made) by the other Party in relation to the subject-matter of this Agreement, except for those contained in this Agreement.
- 22.3 Nothing in this clause shall exclude or restrict the liability of either party arising out of fraudulent misrepresentation or fraudulent concealment.

23. General

- 23.1 Without prejudice to Clause 13.1.6, neither party shall be liable for any delay to perform its obligations under this Agreement insofar as the delay or failure is due to any event beyond the control of that party.
- 23.2 No failure or delay on the part of either of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof. No waiver by any Party of a breach or a default hereunder shall be effective unless in writing and signed by both Parties and by the Charity's Legal Department on behalf of the Charity and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.
- 23.3 Rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 23.4 No amendment of the terms of the Agreement shall be valid or binding unless made by prior written agreement between the Parties and signed by their duly authorised representatives.
- 23.5 To the extent permitted by law all provisions of the Agreement shall be severable, and no provision shall be affected by the invalidity or unenforceability of any other provision.
- 23.6 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto or constitute or be deemed to constitute any Party as agent of any other for the purpose whatsoever and no Party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.
- 23.7 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

- 23.8 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 23.9 A person who is not a party to this Agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999.

IN WITNESS of which this Agreement has been duly executed and delivered on the date written above.

SIGNED

Signature:

For and on behalf of

Name:

Title:

Date:

SIGNED

Signature:

For and on behalf of **STC Payroll Giving**

Name: Helen Von Trotsenburg

Title: Director

Date:

SCHEDULE 1 - FEE SCHEDULE 2022

The frequency of Donations is determined by Donor's Employer pay date schedules.

LEVEL	DESCRIPTION	PRICE
	For Each Donor committed to make Donations of less than £25.99 per year	Free of Charge
Basic	For each Donor committed to make Donations of £26 to £47.99 per Year	£30
Standard Level 1	Donations of £48.00 to £51.99 per Year	£45
Standard Level 2	For each Donor committed to make Donations of £52.00 to £59.99 per year y	£58
Standard Level 3	For each Donor committed to make Donations of £60 to £71.99 per year	£70
Interim Level 1	For each Donor committed to make Donations of £72 to £83.99 per year	£80
Interim Level 2	For each Donor committed to make Donations of £84 to £101.99 per year	£90
Higher Level 1	For each Donor committed to make Donations of £102.00 to £119.99 per year	£110
Higher Level 2	For each Donor committed to make Donations of £120.00 to £179.99	£130

per year

Higher Level 3	For each Donor committed to make Donations of £180.00 to £239.99 per year	£190
Executive Level 1	For each Donor committed to make Donations of over £240 per year	£250
Executive Level 2	For each Donor committed to make Donations of over £300 per year	£300

UPGRADES	For each Donor already committed and who wishes to increase their Donation by a minimum of 50%	£25
	For each Donor already committed and who wishes to increase their Donation by a minimum of 100%	£50

**One-Off donations will be charged at
the rate of 25% of the donation limited
to £300 per donation.**

**NB: All figures shown are a one-off fee and are net of VAT.
Northern Ireland Civil Service donors are currently charge at £40 +VAT.**

Addendum 1

StC Payroll Giving (StC) - Ethical Fundraising Policy

StC Payroll Giving (StC) is committed to its mission to help charities of all sizes to raise regular income using the Payroll Giving Scheme to provide long term income for these charity clients. We always commit to be open, honest, fair and legal.

This policy seeks to cover the ethical issues and social responsibility within fundraising. All StC staff involved in fundraising have a responsibility to be aware and have a thorough understanding of the ethical issues referred to in this policy.

1. StC respects the rights of donors to clear, truthful information on the work of StC and to openly report how we manage donors' information responsibly.
2. We will comply with the Fundraising Regulator's Code of Fundraising Practice as amended from time to time and UK law in every respect, including those regarding openness and honesty with members of the public.
3. As members of the APGO's self-regulatory scheme, we follow their Code of Conduct, which, amongst other things, helps to ensure that organisations raising money for charity from the public do so honestly and properly.
4. We will respect the privacy and contact preferences of all donors. We will respond promptly to requests to cease contact or complaints and act as best we can to address their causes.
5. We will always adhere to the legal requirements the Charities (Protection and Social Investment) Act 2016 and any amendments made to them. We will ensure that equivalent fundraising activities carried out in Northern Ireland are managed in the same manner.

Our fundraisers will always:

1. Provide clear and adequate, written or verbal, information to the public about possible follow-up, including any applicable telephone procedures or other contact details as required by the Privacy and Data Protection Requirements.
2. Act honestly and in a manner, that does not mislead and will not knowingly or recklessly disseminate false or misleading information in the course of their fundraising duties, nor permit others to do so.
3. Utilise materials as agreed previously with the fundraising organisation.
4. Ensure that in the event of a complaint, a record of the name, address and telephone number of the complainant is made, and the complainant is referred immediately to the organiser of the activity and to the Fundraising Director of StC as per our Complaints Procedure, (as amended or replaced from time to time), copy attached below as Addendums 3 and which can also be seen on the StC website www.stcpayrollgiving.co.uk.
5. Not directly encourage existing donors in any way to change an existing charitable donation to another fundraising organisation.
6. Use a courteous manner that will not bring StC, the charitable organisations or Payroll Giving into disrepute.
7. Ensure that donors are aware that committed giving schemes are intended for long-term donations; that the donor has the right to terminate the agreement at any point; and that charitable organisations' needs may be better served by a one-off donation if the donor does not feel able to undertake a long-term commitment.
8. Terminate any contact politely and immediately upon request.
9. NOT continue to ask an individual for support if: • that person clearly indicates – by word or gesture – that they do not wish to continue to engage; or • they have reasonable grounds for believing, during their engagement with the individual, that they are in vulnerable circumstances which mean they are unable to make an informed decision to donate.
10. Ensure that donors are aware that they are free to elect to give to any charitable organisation following a Payroll Giving promotion, even if it is a charitable organisation that the fundraiser is not directly representing.

11. Ensure that all materials, especially completed donor forms, are held securely and in accordance with their obligations under the Privacy and Data Protection Requirements and our own privacy policy.
12. Wear photo identity badges always provided by StC in a visible place.
13. Ensure that sufficient safeguards exist and are followed throughout the solicitation process to avoid pressurising potential donors, though reasonable persuasion can be used.
14. Ensure that donors are aware that they have the right to terminate an agreement to donate to a fundraising organisation at any point.
15. Make legally compliant statements as to how StC are paid; In all cases, the disclosure (or solicitation) statement **MUST** be made either before money is given by the donor or before any financial details relevant to the transaction are requested by the fundraiser (whichever is the sooner).
16. Process information as swiftly as possible and ensure that information relating to new donors is passed to the relevant parties as soon as possible.
17. When representing multiple organisations, ensure that all clients are represented in an entirely neutral manner.

Above all the fundraisers must ensure that the public are protected from unreasonable intrusion on a person's privacy, unreasonably persistent approaches or undue pressure to give, as per the Charities (Protection and Social Investment) Act 2016.

Before any approaches to solicit donations are made to a group of employees, StC will agree conditions of access with the relevant employer.

The Organisation shall adhere to the StC policy for dealing with vulnerable people donors written in accordance with industry regulators and deemed to be satisfactory by the Charity.

We will have in place a clear and published internal procedure for members of staff and volunteers to report any concerns they may have regarding our organisation's fundraising practice. This is contained within our handbook and will also be made available as a standalone policy to our freelance contractors. The policy includes the type of issues that can be raised and the process for doing so; i) how the person raising a concern will be protected from victimisation and harassment; ii) how and what we will do in response to receiving such information; and iii) how an individual can escalate their concerns on fundraising practice to the Fundraising Regulator or the Independent Fundraising Standards and Adjudication Panel for Scotland, if internal consideration is not possible.

Addendum 2

Payroll Giving Plus Ltd t/a StC Payroll Giving

Policy for dealing with vulnerable donors

At StC we want our clients, both charity clients and employers, to feel comfortable with the ways that we recruit donors. This policy aims to make sure that we always meet this pledge. We also want everyone who works for us to understand their responsibilities to all donors, whether potential donors or recruited donors. We want to work together in a clear and consistent way, always taking reasonable care to treat everyone fairly.

This policy follows the Fundraising Regulator guidance 'Behaviour when fundraising', specifically the guidance for fundraisers on responding to the needs of people in vulnerable circumstances and helping donors make informed decisions. The full report can be found here: <https://www.fundraisingregulator.org.uk/code/all-fundraising/behaviour-when-fundraising>
Sections of this policy marked with an asterisk (*) have been taken directly from the Fundraising Regulators guidance.

As well as the Fundraising Regulator, we are also members of the following professional body:

- Association of Payroll Giving Organisations (APGO)

We abide to follow the codes of each of these organisations and those regulations put forward by the Fundraising Regulator and the Charities Act 1992 and the Charities (Protection and Social Investment) Act 2016, (as amended or replaced from time to time, or any statutory requirements or modifications thereof).

We want this policy to inform our working practices and be relevant to all. We will take steps to ensure that this approach is embedded in our organisation's culture and ensure that the policy is always visible on our website. <http://www.stcpayrollgiving.co.uk/other-policies/>
We will ensure all those that regularly communicate with donors are fully trained before they do so and that this training is refreshed at least once a year.

How do we identify an individual who needs additional care and support, or may be in vulnerable circumstance?

The Collins dictionary defines "vulnerable" (amongst other things) as:

1. Capable of being physically or emotionally wounded or hurt
2. Open to temptation, persuasion, censure, etc.
3. Liable or exposed to disease, disaster, etc.

We first need to define someone as vulnerable and then ascertain if this is a permanent or a current life situation. We will not make sweeping judgements on people - for example, age is not necessarily an indicator of vulnerability - and everyone should have the opportunity to donate, if they are able to do so. We also need to bear in mind that actively avoiding someone based on a characteristic such as age could be seen to be discriminatory.

Permanent versus temporary vulnerabilities *

There is some overlap in these indicators above and the tests relating to mental capacity. The important distinction is whether the individual has a complete lack of capacity to make a decision or needs more information and support to be able to make a decision to donate. Fundraisers need to be aware of this difference so that they can make a reasoned judgment and act appropriately when dealing with existing or potential donors. An individual who may need additional care and support, or may be in a vulnerable circumstance, can still have capacity to choose to donate to a charity.

Examples include:

Permanent Current life situation

Physical & mental medical conditions Physical & mental medical conditions

Disability Times of stress or anxiety e.g. Bereavement, redundancy

Learning disabilities Financial vulnerability

Financial vulnerability Influence of alcohol or drugs

English not being the donors first language

Indicators that the individual appears confused *

It is not possible to provide a comprehensive set of factors or characteristics which would enable Fundraisers to be able to always identify an individual who is in a vulnerable circumstance, may require additional support or lack capacity. Instead, what follows is a (non-exhaustive) list of indicators or triggers which could signal that someone may be in a vulnerable circumstance or lack capacity.

Are they:

- Asking irrelevant and unrelated questions?
- Responding in an irrational way to simple questions?
- Asking for questions or information to be continually repeated?
- Saying 'yes' or 'no' at times that it is clear they haven't understood?
- Taking a long time or displaying difficulty in responding to simple questions or requests for information?
- Repeating simple questions such as 'who are you, what charity is it, what do you want?'
- Wandering off the subject at hand and making incongruous statements?
- Displaying signs of forgetfulness?

Indicators that the individual may have physical difficulties *

The displaying of physical difficulties by the donor does not necessarily indicate any issues of vulnerability or mental capacity. However, if a donor is experiencing or exhibiting any form of physical difficulty or distress, this could impact on their ability to make an informed decision on their donation at that time and could be addressed by a fundraiser acknowledging and addressing that need.

Are they:

- Unable to hear and understand what is being said?
- Unable to read and understand the information they are provided with?
- Displaying signs of ill-health like breathlessness or making signs of exasperation or discontent?

Indicators that the individual may be in a vulnerable circumstance (or lack capacity) *

Different signs should be more or less apparent depending on the nature of the communication and fundraising interaction – talking to an individual face to face will allow for more signs or indicators to be picked up by the fundraiser who can then respond appropriately. What is important is that fundraisers are alert to any signs given which indicate that the individual may not be able to make an informed decision about their donation.

Are they:

- Giving a statement such as 'I don't usually do things like this, my husband/wife/son/daughter takes care of it for me'?
- Saying that they are not feeling well or not in the mood to continue?
- Indicating in any way that they are feeling rushed, flustered, or experiencing a stressful situation?
- Having trouble remembering relevant information, for example forgetting that they are already a regular donor to that charity (e.g., have an existing Direct Debit), or have recently donated?
- Donating an unexpectedly large gift with no prior relationship?

(NB. There being no prior relationship before a gift is made does not on its own constitute 'vulnerability': many legacy and major donor gifts to charities are given without the existence of a

relationship between the donor and charity.)

What should we do if a potentially vulnerable person wishes to sign a donor form?

Interaction with vulnerable people may be unavoidable, especially as it is not always immediately obvious what a person's situation is. How the fundraisers respond to the needs of an individual will depend on the nature of the particular interaction and engagement. Fundraisers should be responsive to the needs of an individual and adapt his or her approach to suit those needs and the context.

Examples of how a fundraiser can respond to the needs of an individual: *

- Talk in clear language, avoiding words and phrases that may be hard to understand (but avoid shouting).
- Repeat information.
- Try to reflect the terminology used by the donor which may help to increase/speed up their understanding.
- Be patient and do not rush the individual.
- Provide alternative formats of fundraising materials (different language, accessible formats).
- Be upfront and tell the person why you are communicating with them and check they are happy to continue.
- Ask if they would prefer to be contacted in a different form (email, letter) and offer to contact them at a different time.
- Ask if they would like to talk to anybody else before making a decision.
- Check their understanding at relevant parts.
- Check with a supervisor or HR manager if they are available.

Taking or returning a donation

If you're still unsure about whether we should allow the donor to complete a form, you should refer to the following checklist: *

- Check against the charity commission gift acceptance/refusal policy (section 6.3).
<https://www.gov.uk/government/publications/charities-and-fundraising-cc20/charities-andfundraising>
- See whether the individual has completed a form before or if there is a prior relationship.
- Consider whether the donor was given any additional support at the time of completing the form to help them make an informed decision.
- Attempt to contact the donor to check that the donation, and amount, was intended.
- Make a judgment on whether you think that the person can make an informed decision – and if not, then do not process the form without checking with a supervisor or HR manager if they are available.

Ending contact

Based on your assessment of the situation, it may be necessary to end the interaction. When doing this, care must be taken not to cause offense or upset. Examples of ways to end a verbal or email conversation include:

- 'I've taken up enough of your time today, thank you for listening.'
- 'Maybe you would like to take some more time to consider whether you'd like to support us?'
- 'You're welcome to contact us at your convenience to discuss this further...'

Terminating the interaction could depend on whether the individual's vulnerability is judged to be a permanent or temporary situation.

What should we do if we are contacted by a family member or carer?

If a donor – or a family member with power of attorney – contacts to say that a donation was made by someone unable to make an informed choice, then we can (and should) cancel the donation. It may also be appropriate to mark this person on our database as 'do not contact'.

However, if the contact is made by a third party - such as a family member, without power of attorney

- we need to be satisfied that the request is being made on behalf of the donor. The onus here falls to the third party to provide evidence that they have the right to represent the donor. We should, of course, remain sensitive to the fact the donor may be going through a permanent or temporary change



in circumstances that may be quite stressful to the third party.

In all situations, the outcome and the preferences recorded should be followed up with a written confirmation to the donor.

Addendum 3

StC Payroll Giving (StC) Complaints Policy

StC views complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person or organisation that has made the complaint. Our policy is:

- To provide a fair complaints procedure which is clear and easy to use for anyone wishing to make a complaint.
- To publicise the existence of our Complaints Procedure so that people know how to contact us to make a complaint.
- To make sure everyone at StC knows what to do if a complaint is received.
- To make sure all complaints are investigated fairly and in a timely way.
- To make sure that complaints are, wherever possible, resolved and that relationships are repaired.
- To gather information which helps us to improve what we do.

Definition of a Complaint

A complaint is any expression of dissatisfaction, whether justified or not, about any aspect of StC.

Where Complaints Come From

Complaints may come from any person or organisation that has a legitimate interest in StC. A complaint can be received verbally, by phone, by email or in writing. This policy does not cover complaints from a member of staff, who should use StC's Discipline and Grievance policies.

Confidentiality

All complaint information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements.

Responsibility

Overall responsibility for this policy and its implementation lies with the directors of StC.

Review

This policy is reviewed regularly and updated as required.

Adopted on 01/01/2015.

Last reviewed on 25/01/2021.

Contact Details for Complaints:

Written complaints may be sent to StC at:

Unit 97C+D
Harvey Drive
John Wilson Estate
Whitstable
Kent
CT5 3QT

or by e-mail at enquiries@stcpayrollgiving.co.uk. Verbal complaints may be made by phone to 01227 361 960 or in person to any of StC's staff.

Receiving Complaints

Complaints may arrive through channels publicised for that purpose or through any other contact details or opportunities the complainant may have. Complaints received by telephone or in person will be recorded. The person who receives a phone or in-person complaint will:

- Write down the facts of the complaint.
- Take the complainant's name, address, and telephone number.
- Note down the relationship of the complainant to StC (for example: charity, employer).
- Advise the complainant that we have a complaint procedure.
- Advise the complainant what will happen next and how long it will take.
- Where appropriate, ask the complainant to send a written account by post or by email so that the complaint is recorded in the complainant's own words.

In many cases, a complaint is best resolved by the person responsible for the issue being complained about. If the complaint has been received by that person, they may be able to resolve it swiftly and should do so if possible and appropriate. Whether or not the complaint has been resolved, the complaint information should be passed to a director within 24 hours. On receiving the complaint, the person who complaints go to will record it in the complaints log. If it has not already been resolved, they delegate an appropriate person to investigate it and to take appropriate action.

If the complaint relates to a specific person, they should be informed and given a fair opportunity to respond. Complaints should be acknowledged by the person handling the complaint within two working days. The acknowledgement should say who is dealing with the complaint and when the person complaining can expect a reply.

A copy of this Complaints Procedure should be attached.


Ideally, complainants would receive a definitive reply within two weeks. If this is not possible because for example, an investigation has not been fully completed, a progress report will be sent with an indication of when a full reply will be given. Whether the complaint is justified or not, the reply to the complainant would describe the action taken to investigate the complaint, the conclusions from the investigation, and any action taken because of the complaint.

If the complainant feels that the problem has not been satisfactorily resolved, they can request that the complaint is reviewed at Board level. At this stage, the complaint will be passed to the Managing Director. The request for Board level review will be acknowledged within one week of receiving it. The acknowledgement will say who will deal with the case and when the complainant can expect a reply.

If an investigation has not been fully completed, a progress report will be sent with an indication of when a full reply will be given. Whether the complaint is upheld or not, the reply to the complainant will describe the action taken to investigate the complaint, the conclusions from the investigation, and any action taken because of the complaint.

The decision taken at this stage is final, unless the Board decides it is appropriate to seek external assistance with resolution. At this point the complaint may be escalated to the APGO for resolution. See www.apgo.org.uk

Addendum 4



StC Payroll Giving
Fundraiser Statement
January 2021

Data Protection and Privacy

StC Payroll Giving is collecting your personal data for the purposes of processing your Payroll Giving donation

You are under no obligation to give, or provide any personal information, however if you do wish to give then there is a 'minimum' level of data you must supply and which we must pass to your Employer's Payroll Department, your chosen charity/ies and chosen HMRC registered Payroll Giving Agent.

We, StC Payroll Giving, will store your data in line with our Internal Data Protection Policy (which you can find at <http://www.stcpayrollgiving.co.uk/downloads/STC-Data-Protection-Policy.pdf>) for a period of 3 years, after which time we will anonymise it.

Our full Privacy Policy is detailed at <http://www.stcpayrollgiving.co.uk/privacy-policy/>

If you would like to update the data that is held about you (or your donation) at any time (including a request for the data to be deleted), please contact compliance@stcpayrollgiving.co.uk

Disclosure Statement

StC Payroll Giving, company registration number: 04641570, is a professional fundraising organisation.

Our services to all involved in the setup and ongoing administration of your Payroll Giving donation are varied and far-reaching, however only if support is generated from our work, are we paid a one-off fee by the charities we represent.

Please visit <http://www.stcpayrollgiving.co.uk/charity-partners/> for the full list of charities we represent.

The person you are talking to is a fundraiser paid by StC Payroll Giving.

We estimate that our annual remuneration this year (2020/21) will be in the region of £365,000 for a projected income of £3,102,500, which will be proportionately shared (in accordance with donations made) by the circa 175 charities we are contracted to and other non-client charities. The average life of a Payroll Giver is reported to be 8.5 years.

Complaints Procedure

You will find full details of our Complaints Procedure, escalation of complaints and how to complain on our website <https://www.stcpayrollgiving.co.uk/wp-content/uploads/2019/05/complaints-Policy-of-STC-Payroll-Giving-Ltd.pdf>

The Association of Payroll Giving Organisations (The APGO)

As referenced in our Complaints Procedure, we are members of self-regulatory body called The Association of Payroll Giving Organisations (The APGO) and as such, we follow a strictly enforced code of conduct that, above all, ensures that employees are able to give to any UK charity regardless of whether or not we represent that cause.

StC Payroll Giving, Unit 9/C4D Harvey Drive, John Wilson Estate, Whitstable, Kent, CT15 3QT
Tel: 01227 361960