



Retail Gift Aid Agency Agreement Terms & Conditions

1. On signing the Impact Housing Association Ltd (Impact) Gift Aid Declaration Form ('the Form') and presenting it to an Impact IFS shop or to a staff member collecting goods from you, you are confirming that you are the owner of the goods which you have made available for sale. You will be allocated a unique Donor ID number, which will be used to identify your goods so that Impact (Registered Society No. 21411R) can track the money generated from the sale of your goods. This information is to be read together with the Form and forms part of the Agency Agreement which you have agreed to upon completing the Form.
2. Impact will be free to decide whether all or any of your goods are suitable for sale and will seek to sell these goods on your behalf in whatever manner it decides and at any price that it considers appropriate. If Impact considers that all or any of the goods are unsuitable for sale or has not sold them within a reasonable period you hereby agree that Impact may take ownership of these goods and recycle or otherwise dispose of them as it sees fit and retain any proceeds without notifying you. In the event that Impact is unable to process the proceeds of the sale of your goods through the Gift Aid scheme for whatever reason, Impact in its sole discretion reserves the right to take ownership of these goods and sell them and is not under any obligation to notify you of any proceeds accruing from such sale(s).
3. A commission of 3% (plus VAT) will be charged by Impact against the sale proceeds realised from selling your goods to cover the costs of administering the Gift Aid scheme and Gift Aid will be claimed on the remainder. From time to time Impact will review its commission rate but will only be required to formally notify you of any change where there is an increase in that rate.
4. You agree that Impact will not write to you to confirm the sales value of your goods, provided that the total value of the money raised, after deduction of the commission and VAT ('Net Proceeds'), of your goods in any tax year is equal to or less than a £100 threshold (or such amount as is specified by HMRC from time to time). We shall write to you to confirm your consent (for the amount specified by HMRC) once a purchase is made that brings the total value of the Net Proceeds of the sale of your goods to funds over and above the initial threshold of £100. If you no longer want this arrangement to apply, you may notify us in writing at any time to: IFS, Impact Housing Association Ltd, C47, Nelson St, Carlisle, Cumbria CA2 5NE. You may request an Annual Statement of your sales proceeds by contacting us in writing at the above address or by emailing us at giftaid@impacthousing.org.uk. If requested this statement will be sent at the start of a new tax year and contain sales proceeds related to the previous tax year only. The statement provides information you may find useful in settling your tax position and for completing your Self-Assessment tax return if you are asked to complete one. The statement does not permit the request for a refund of all or part of the Net Proceeds.
5. If your Net Proceeds exceed £100 in any tax year Impact will contact you to confirm the value of Net Proceeds when your goods have been sold (except where the Agency Agreement ceases under Clause 2 above). If Impact does not receive a written response from you within 21 calendar days of us sending you the Net Proceeds notification, we will assume that you consent to donate the Net Proceeds that exceed the £100 threshold to Impact. Impact will then claim Gift Aid on this donation (i.e. on the Net Proceeds). Should you choose to retain the Net Proceeds that exceed the £100 threshold you will have 21 calendar days to respond to Impact. The 21 days begin from the date of Impact's letter/email communication to you and Impact would need to receive your response on or before the 21 calendar days lapse. Your response to Impact must be sent to Gift Aid, IFS, Impact Housing Association Ltd, C47, Nelson Street, Carlisle, Cumbria CA2 5NE. We will make a payment to you by remitting the Net Proceeds that exceed the £100 threshold directly into your bank account (subject to you completing the bank account details form which will be provided). We will endeavour to remit to you within 45 days of receiving your bank account details. You waive the right to claim interest that may have accrued on any cash you decide to reclaim from the sale of your goods. We may send you the Net Proceeds notification with a remittance advice by e-mail if you have provided your e-mail address on the Gift Aid Declaration Form or otherwise by letter to the address provided.
6. Subject to you being a UK taxpayer, Impact will reclaim 25p of tax on every £1 of Net Proceeds generated on cash from the sale of your goods (whilst the basic rate of income tax remains at 20%). The amount of Gift Aid claimed could be subject to change in legislation. If you pay income tax at a higher rate, it is possible for you to include your Gift Aid donations on your Self-Assessment tax return, or otherwise notify HMRC, if you wish to receive the additional tax relief due to you. To qualify for Gift Aid you need to have paid or will pay an amount of Income Tax and/or Capital Gains Tax for the current tax year (6 April to 5 April) that is at least equal to the amount of tax that all the charities and Community Amateur Sports Clubs (CASCs) donated to will reclaim on your gifts for the current tax year. Taxes such as VAT and Council Tax do not qualify. If your tax status or email/postal address changes, please advise us in writing at: Gift Aid, IFS, Impact Housing Association Ltd, C47, Nelson St, Carlisle, Cumbria CA2 5NE.
7. Although unlikely, you may be liable to capital gains tax if one of your goods (for example jewellery, paintings or antiques) is disposed of for more than £6,000 and your total capital gains for the year exceed the annual tax-free allowance (currently £11,100, for the year to 5 April 2016). Any such liability arising remains your responsibility. If you sell significant quantities of goods in this way you must also consider your own position in terms of income tax on trading activities.
8. In the unlikely event of a purchaser returning any of your goods to an Impact shop for refund or exchange due to a fault, Impact will assume financial responsibility for the refund or exchange as appropriate. The purchaser will have no recourse to you on either the condition of your goods or for any monies that are received on your behalf.
9. The Agency Agreement may be terminated in writing by Impact or you at any time (except where the Agency Agreement ceases under Clause 2 above). If you wish to terminate the Agency Agreement, please write to: Gift Aid, IFS, Impact Housing Association Ltd, C47, Nelson St, Carlisle, Cumbria CA2 5NE.
10. This Information may vary from time to time. Copies of the most recent Information will always be available on request at your local Impact IFS shop and our website at <http://www.impacthousing.org.uk/impact-furniture-services>

IMPROVEMENT THROUGH ACTION

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