Retail Gift Aid Agency Agreement Terms & Conditions

1. On completing the Cancer Research UK (CRUK) Gift Aid Declaration Form (‘the Form’) and presenting it to a CRUK shop, 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 CRUK (Charity No 1089464) 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. Cancer Research UK Trading Limited (CRUK Trading, Company No. 4355631) 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 CRUK Trading considers that all or any of the goods are unsuitable for sale, have not sold within a reasonable period or in the event that CRUK Trading is unable to process the proceeds of the sale of your goods through the Gift Aid scheme for whatever reason you hereby agree that CRUK Trading in its sole discretion reserves the right to take ownership of these goods and sell, recycle or otherwise dispose of them as it sees fit and is not under any obligation to notify you of any proceeds accruing or retained from such sale(s).

3. A commission of 3% (plus VAT) will be charged by CRUK Trading on the sale proceeds realised from selling your goods to cover the costs of administering the Gift Aid scheme. CRUK Trading is a wholly owned subsidiary of CRUK and pays its taxable profits to CRUK (to the maximum amount permissible). From time to time CRUK Trading 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 to above 5% (plus VAT). The current rate will always be available at the web address detailed in clause 10.

4. You agree that CRUK Trading 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 £1000 threshold (or such amount as is specified by HMRC from time to time). You may notify us in writing at any time to Retail Gift Aid, Cancer Research UK, 3400 John Smith Drive, Oxford OX4 2WB. If you no longer want this arrangement to apply. 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 £1000. We will notify you annually of the total value of sales achieved in a tax year at the start of the next tax year. This 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 of the sale of your goods to a CRUK shop for refund or exchange due to a fault or a change of mind, CRUK Trading 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.

5. If your Net Proceeds exceed £1000 (or such amount as is specified by HMRC from time to time) in any tax year CRUK Trading will contact you when CRUK Trading has sold your goods (except where the Agency Agreement ceases under Clause 2) to confirm the value Net Proceeds. If CRUK Trading does not receive a written response from you within 21 calendar days of sending you the Net Proceeds notification (this begins from the date of CRUK Trading’s letter/email communication), we will assume that you consent to donate the Net Proceeds that exceed the £1000 threshold to CRUK. CRUK 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 £1000 threshold you will have 21 calendar days to respond to CRUK Trading and the response needs to be received on or before the 21 calendar days lapse. Your response to CRUK Trading must be sent to Retail Gift Aid, Cancer Research UK, 3400 John Smith Drive, Oxford OX4 2WB. We will make a payment to you by remitting the Net Proceeds that exceed the £1000 threshold directly into your bank account (subject to you completing the bank account details form which will be provided). We will endeavor 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 by e-mail if you have provided your e-mail address on the Gift Aid Declaration Form or otherwise by letter to the home address provided.

6. Subject to you being a UK taxpayer, CRUK 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 changes in legislation. To qualify for Gift Aid you must pay more Income Tax and/or Capital Gains Tax than the amount of Gift Aid claimed on all your donations in that tax year and it is your responsibility to pay any difference. Please notify the charity if you want to cancel your declaration, change your name or home address or no longer pay sufficient tax on your income. Please advise us in writing at: Retail Gift Aid, Cancer Research UK, Sterling House, 3400 John Smith Drive, Oxford OX4 2WB.

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 £12,500 for the year to 5 April 2020). 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 a CRUK shop for refund or exchange due to a fault or a change of mind, CRUK Trading 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 CRUK Trading or you at any time (except where the Agency Agreement ceases under Clause 2). If you wish to terminate the Agency Agreement, please write to: Retail Gift Aid, Cancer Research UK, Sterling House, 3400 John Smith Drive, Oxford OX4 2WB.

10. These Terms and Conditions may vary from time to time. Copies of the most recent information will always be available on request at your local CRUK shop and our website at www.cancerresearchuk.org/retail-gift-aid.

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