

TERMS AND CONDITIONS OF AGENCY AGREEMENT for claiming Gift Aid on the sale of donated goods

1. After signing the Gift Aid declaration (if you have not done so already) and presenting it to toogoodtowaste Limited, 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 we 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. toogoodtowaste Limited may at its discretion decide whether your goods are suitable for sale and, provided toogoodtowaste considers that they are will seek to sell your goods on your behalf in whatever manner it decides and at the price that toogoodtowaste considers appropriate. If toogoodtowaste considers that the goods are unsuitable for sale, have no value or insufficient value, or have not sold within a reasonable period, you agree that toogoodtowaste may recycle or otherwise dispose of the goods as it sees fit and retain any proceeds without notifying you. Unsold goods will not be returned to you under any circumstances.
3. A commission of 1% (plus VAT) will be charged by toogoodtowaste on sale proceeds realised from selling your goods to cover the costs of administering the Gift Aid Scheme. From time to time the commission rate may be changed, but toogoodtowaste will only be required to notify you of a change where there is an increase in the rate to above 5% (plus Vat).
4. You agree that toogoodtowaste will act as your agent. You agree to donate the net proceeds of sale of your goods to toogoodtowaste and that it is not necessary to contact you to confirm the donations, provided that the total value of the net proceeds of sale of your goods in a tax year has not exceeded £100. Under this agreement you are deemed to have consented to funds up to £100 being donated to toogoodtowaste. Once a sale is made that brings the total value of the net proceeds of sale of your goods to more than £100 (or such higher amount as is specified by HMRC from time to time), we shall write to you to confirm your consent to those funds over and above the initial £100 being donated.
5. If we write to you to notify you that the net proceeds from the sale of your goods exceeds £100, you will have 21 calendar days from the date that we write to you (that is, the date of the email or letter that we send to you) to respond to us if you choose to retain part or all of the net proceeds that exceed the £100 threshold. In these circumstances, we will make a payment to you by cheque, which we will need to be collected from our Head Office. Your response must be posted to the postal address from which you received the notification from us. If you request all or part of the net proceeds after the 21-day period has expired, we may, in exceptional circumstance, and at our discretion, make a payment to you. If you request all or part of the net proceeds, toogoodtowaste **may decide to terminate this agreement** and so you would no longer be eligible to participate in this scheme and sell goods through toogoodtowaste as your agent.
6. If we do not receive a reply from you within 21 days, we will assume your consent that the net proceeds are to be donated to toogoodtowaste Limited using Gift Aid.
7. An annual statement of the proceeds from the sale of your donated goods, irrespective of the value of the sales will be sent out to the home address listed on your Gift Aid Declaration Form.
8. We need to advise you that:
 - You must pay enough tax to cover all your donations made under Gift Aid in each tax year to all relevant charities any liability to capital gains tax on these sales 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 and VAT on trading activities
 - If you do not pay enough tax to cover all your donations you will be liable to pay the shortfall in tax to HMRC.
9. We may write to you in accordance with this agreement by email if you have provided your email address on the Gift Aid declaration and otherwise by letter to your home address as set out on the declaration; unless you have notified us of any change to your email address or home address.
10. This agency agreement may be terminated by you or toogoodtowaste at anytime.
11. You can cancel either at any time by calling 01443 680090 or by e-mailing giftaid@toogoodtowaste.co.uk
By cancelling your gift aid, you will be terminating the agency agreement.