BritishRedCross

Gift Aid Declaration & Agency Agreement Terms and Conditions

By completing the Gift Aid Declaration you are confirming that:

- You wish Britcross Limited (õBritcrossö), the British Red Cross trading company, to act as your agent in selling the goods you have brought into the British Red Cross shop on the terms set out on the reverse of this declaration; that you own all items provided for sale and that they were obtained in legal manner; and, that you are not acting as a business in bringing goods for sale to any British Red Cross shop.
- You are a UK taxpayer and would like the British Red Cross to treat all gifts of money that you have made in the last 6 years and all future gifts of money that you make from the date of this declaration as Gift Aid donations (until you notify us otherwise or either party terminates the agreement).
- (You must pay an amount of income tax and/or capital gains tax are least equal to the tax that we will reclaim on your donations in the tax year in which your gift was received, which, for the proceeds of the sale of goods, will be the year in which we sold them.)
- You will notify us of any changes to your name or home address and if you no longer pay sufficient tax on your income and/or capital gains.

Terms of the Agency Agreement

1. On signing this declaration and presenting it to a British Red Cross shop, you will be given a unique reference number, which will be used to identify your donated goods so that the British Red Cross can contact you when they have been sold.
2. Britcross may at its discretion decide whether your goods are suitable for sale and, provided Britcross considers that they are, Britcross will seek to sell your goods on your behalf in whatever manner it decides and at the price that Britcross considers appropriate. If Britcross considers that the goods are unsuitable for sale, have no value or insufficient value (currently set by Britcross at less than Ã25 per item), or have not sold within a reasonable period, Britcross may take ownership of the goods and recycle or otherwise dispose of the goods as it sees fit and retain any proceeds without notifying you. Unsold goods <u>will not</u> be returned to you in any circumstances.
3. A commission of 5% (plus VAT) will be charged by Britcross on sale proceeds realised from selling goods on behalf of the British Red Cross. Britcross is a wholly owned subsidiary of the British Red Cross and pays its taxable profits to the British Red Cross using Gift Aid.
4. The British Red Cross will only seek to claim Gift Aid tax relief on the net proceeds after the sales commission received by Britcross.
5. The British Red Cross will write to you when Britcross has sold your goods to confirm the value of the net proceeds after the sales commission (the õNet Proceedsö) and to offer you a payment of this sum in full or in part, which we hope you will choose to donate to the British Red Cross. (Please note: we may write to you by e-mail if you have provided your e-mail 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 e-mail address or home address).
6. You will have 21 calendar days, from the date that the British Red Cross writes to you regarding the sale of your goods (that is, the date of the e-mail or letter that the British Red Cross send to you) to respond to the British Red Cross if you choose to retain part or all of the Net Proceeds. In these circumstances, we will make a payment to you by cheque, which we will endeavour to do within 28 days.
7. If the British Red Cross does not receive a reply from you within 21 days, we will assume your consent that the Net Proceeds are to be donated to the British Red Cross using Gift Aid. Your response must be post to the postal address from which you received the notification from the British Red Cross. If you request all or part of the net proceeds after the 21 day period has expired, the British Red Cross may, in exceptional circumstance, and at its sole discretion, make a payment to you.
8. The British Red Cross will reclaim at least 25p of tax on every Ã1 you give. If you pay income tax at the higher rate, you must include all your Gift Aid donations on your Self Assessment tax return if you want to receive the additional tax relief due to you.
9. If you choose not to donate all the Net Proceeds (after the sales commission), then we need to advise you that:
   - Any liability to capital gains tax 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.
   - That in the unlikely event of a purchaser seeking recompense in relation to goods purchased, this will be your responsibility rather than the responsibility of Britcross.
   - This agency agreement may be terminated by you or the British Red Cross at any time, subject to Britcross exercising its rights under clause 2.