

**Retail Gift Aid Agency Agreement**



Registered Charity no 299731

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| * On completing the Rowans Hospice Gift Aid Declaration Form and presenting it to a Rowans Hospice Trading Company 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 the The Rowans Hospice 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.
* Where goods are sold, a commission of 5% of the sale price + VAT will be charged and deducted from the proceeds of sale. From time to time The Rowans Hospice Trading Company Limited will review its commission rate but will only be required to formally notify you of any change where there is an increase in this rate.
* You agree that The Rowans Hospice Trading Company Limited 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 a 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 Rowans Hospice, Purbrook Heath Road, Purbrook, Waterlooville, PO7 5RU, 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 by 31st May in 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. If you pay Income Tax at the higher or additional rate and want to receive the additional tax relief due to you, you must include all your Gift Aid donations on your Self-Assessment tax return or ask HMRC to adjust your tax code. If less than £5 has been raised from the sale of all your goods during a 12 month period, you hereby agree that The Rowans Hospice Trading Company Limited may treat the goods as having been donated to The Rowans Hospice. In this instance The Rowans Hospice may choose not to contact you regarding the Net Proceeds. The Rowans Hospice will always contact you if Gift Aid is to be claimed on this amount.
* If your net proceeds exceed £1000 (or such amount as is specified by HMRC from time to time) in any tax year The Rowans Hospice Trading Company Limited will contact you when they have sold your goods to confirm the value Net Proceeds. If The Rowans Hospice Trading Company Limited does not receive a written response from you within 21 calendar days of us sending you the Net Proceeds notification (this begins from the date of The Rowans Hospice Trading Limited letter/email communication to you), we will assume that you consent to donate the Net Proceeds that exceed the £1000 threshold to The Rowans Hospice. The Rowans Hospice will the 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 The Rowans Hospice Trading Company and the response needs to be received on or before the 21 calendar lapse. Your response to the address below. We will make a payment to you by remitting the Net Proceeds that exceed the £1000 threshold by cheque. We will endeavour to remit to you within 45 days of receiving your request. 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 email if you have provided your email address on the Gift Aid Declaration Form or otherwise by letter to the address provided.
* Subject to you being a UK taxpayer, The Rowans Hospice 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. To qualify for Gift Aid you must pay more income tax/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 to the address below.
* If any of the goods are unsuitable for sale or have not been sold within a reasonable period you agree that The Rowans Hospice Trading Company Limited may take ownership of these goods and recycle or otherwise dispose of them as it sees fit and retain any proceeds without notifying you.
* The agency agreement may be terminated in writing by The Rowans Hospice Trading Company Limited or you at any time. If you wish to terminate the agency agreement, please write us the address detailed below.
* We may vary the terms of this agreement at any time. Copies of the most recent information will always be available on request at your local shop or the address below and our website [www.rowanshospice.co.uk](http://www.rowanshospice.co.uk)
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