

*These Terms and Conditions apply to AAC's provision of services to any person (whether an individual or a corporate entity, except where stated otherwise) opening an account with AAC, and references to "you" or "your" should be construed accordingly.*

## **1 Ownership of Funds**

AAC is incorporated and registered in England and Wales with company number 1422574 and with its registered office at New Burlington House, 1075 Finchley Road, London, NW11 0PU and is an English charity registered with the Charity Commission (registration number 278387). AAC operates as a donor advised fund with the object of advancing religion in accordance with the Orthodox Jewish faith and of furthering other purposes recognised as charitable by English law.

A donation of funds to AAC made by you (whether by cheque, electronically or by any other means) is an irrevocable charitable donation to AAC and such funds immediately become the property of AAC. Once funds have been transferred to AAC, they cannot be returned to you under any circumstances. AAC will not accept any donations made in cash. AAC will maintain a notional account in your name to identify any donations made by you ("Notional Account").

Interest which is earned on funds donated to AAC shall be the property of AAC and will not be credited to your Notional Account.

## **2 Tax Rebates**

*Section 2 does not apply if you are a corporate entity.*

To the extent that you have declared that your donations are eligible donations under the HM Revenue & Customs ("HMRC") Gift Aid scheme, AAC will make a claim for basic rate tax from HMRC as permitted by law and will apply the amount received from HMRC to your Notional Account as if it were a donation of funds to AAC.

You are responsible for verifying whether or not and the extent to which your donations are eligible under the HMRC Gift Aid Scheme. To the extent that AAC applies for and/or receives an amount from HMRC in respect of your donations and such amount is found to have been received in error, AAC will be entitled to deduct any such sums from your Notional Account, to require you to make such payment to your Notional Account as may be required to rectify such error or to require you to make repayments to HMRC where Gift Aid has been wrongly claimed.

AAC will aim to submit claims for tax rebates to HMRC fortnightly and tax credits will be shown on statements once the funds have been received by AAC. This normally takes two weeks from the time the claim is submitted but can take longer.

## **3 Request for Payments to Charity**

You may request funds to be paid by AAC to a charitable organisation or towards charitable purposes of your selection by means of: (i) completion of a voucher provided to you by AAC which you may give to a charity registered in England and Wales (or Scotland); (ii) by notifying your request to AAC by email; (iii) through the AAC online portal or (iv) by any other means as may be approved from time to time by AAC. Any such payment, if approved and made, will reduce the balance of your Notional Account accordingly.

## 4 Donations to Charity

Achisomoch may only allocate funds for purposes which are wholly charitable in English law. This includes the allocation of funds to charities which are registered in England and Wales with the Charity Commission and/or charities and corresponding not-for-profit entities which are registered in Israel, the USA and elsewhere with an equivalent registration. AAC will have absolute discretion in determining the eligibility of the proposed grant, AAC will have regard to its objects and whether to or when to make a grant as well as whether or not any restrictions should be applied to the recipient in relation to the use of the funds. Where AAC decides not to distribute to a charity it will inform you in writing of its decision, which shall be final and binding. AAC will, in relation to every allocation, carry out its own due diligence.

At no time may you, or any person connected to you (for example, if you are an individual, your spouse or close relative, or if you are a corporate entity, your directors or the person(s) who control you, or another company controlled by them) be permitted to derive any benefit from the funds which you donate to AAC. You confirm that you are aware of the donor benefit rules under the Gift Aid scheme, the corporate Gift Aid scheme and the Tainted Donor Rules insofar as each may apply to you. No allocation may be made by AAC at your request to discharge or satisfy a legally enforceable obligation to which you are party. AAC is not and will not be responsible for ascertaining whether or not you or any persons connected to you benefit from such payment.

## 5 School Fees

Without prejudice to the general statement set out in paragraphs 3 and 4 above, the following shall also apply in relation to school and education related fees. If you are in any doubt of the eligibility of the proposed recipient of an allocation by AAC, you should confirm such eligibility in writing prior to making a donation or transferring funds to AAC.

### (a) PRIVATE SCHOOL/COLLEGE FEES

AAC cannot use funds to pay any private school or college fees whether such fees relate to secular or Hebrew tuition. This also applies to Boarding Schools, Yeshivas and Seminaries and other colleges of higher education, whether in the UK or abroad.

### (b) STATE AIDED SCHOOLS

In accordance with current HMRC practice, voluntary contributions requested by State Aided schools in relation to the provision of Kodesh tuition may be paid by grants from AAC.

### (c) DONATIONS TO SCHOOLS/COLLEGES

General donations to educational establishments which qualify as a charitable organisation under the relevant law may be made with charitable funds provided all tuition charges have been paid for in full. AAC reserves the right to request evidence of such payments.

## 6 Services

AAC will provide you with the following services (the "**Services**"):

- AAC will, if instructed and where possible, claim Gift Aid on your donations and shall add such sums to your Notional Account;
- AAC will send you monthly statements of your Notional Account;
- AAC will liaise with potential recipients of grants and will carry out appropriate due diligence;
- AAC will provide the recipient charity your full name including title, voucher/transfer number, date of transfer, your AAC account number and any comments that you make for the recipient charity. If you do not wish for AAC to provide such information to the recipient charity you must notify AAC via email or please update your online settings to ensure that they are made anonymously;
- AAC may from time to time receive a message from a recipient charity directed for your attention. In such circumstances we will forward on such communication. If you do not wish to receive such communications, please notify AAC via email;
- AAC will keep records and accounts regarding your Notional Account for up to 6 years.

AAC will exercise reasonable skill and care in the provision of the Services.

You will ensure that AAC is able to communicate with you to the extent necessary in order for AAC to provide the Services. You will provide any information required or requested by AAC in connection with the operation of the Notional Account or any matter relating to your dealings with AAC as soon as practicable and always within one week of such a request. You will inform AAC promptly, of any change in your contact details or, where a Gift Aid declaration has been made, circumstances which may affect the ability to claim Gift Aid on your donations.

## **7** Statements

Statements are issued monthly by email to the email address provided. Notional Accounts are usually updated daily and can be accessed through the AAC website.

## **8** Overdrawn Accounts

You are responsible for ensuring that the balance of your Notional Account exceeds the amounts which you request to be paid in furtherance of charitable purposes. To the extent that your Notional Account does not hold sufficient funds to satisfy a request for a payment to be made to a charity, such payment will not be made. AAC will not be responsible for notifying you of the balance of your Notional Account and owes no duty of care either to you or to any other party in this regard.

AAC may, at its absolute discretion, choose to advise your selected charity that there are insufficient funds in your Notional Account to execute your request, and the voucher which you have issued to the charity may be returned to you or destroyed. AAC reserves the right to levy a reasonable additional charge of £20 to you in such a case and to charge to you any bank charges incurred by AAC in relation to your Notional Account.

In the event that amounts have been requested to be paid to a number of charities, AAC has absolute discretion in relation to the priority of payments.

## **9** Grant Requests

AAC will use its best endeavours to make payments requested of it as soon as is practicably possible but shall be under no obligation to do so. Requests made by phone/email should not be regarded as having been made unless you receive formal email acknowledgement of such a request from AAC.

Once you have submitted a grant request to AAC, this cannot be amended other than by an email request to AAC during office hours. Following consideration of all relevant factors, the decision of AAC as to whether to amend the grant request shall be final and binding. Such requests are considered amended once confirmation has been received from AAC.

## **10** Blank Vouchers

Vouchers should not be issued by you (or if you are a corporate entity, on your behalf) without the name of the payee being stated. AAC reserves the right to refuse to pay any voucher where in the opinion of AAC the payee's name is omitted, altered or is in a different handwriting to the rest of the voucher or where the voucher appears otherwise to have been tampered with.

## **11** Forged / Expired Vouchers

Checks made on the validity, the date and the signature on a voucher presented for payment are limited. Pre-paid vouchers are processed automatically and are not checked. AAC does not accept any liability whatsoever to you or to any third party in the event that it honors a voucher that is subsequently found to be forged, expired or fraudulent.

## **12 Your Identity / Confidentiality**

AAC may at its absolute discretion pursuant to its data protection policy and privacy notice, reveal your name to the beneficiary of the donation.

AAC may undertake checks on your identity by way of third party providers such as credit reference and fraud prevention agencies to manage your account with us.

Where you are a corporate entity, AAC will only accept instructions, including grant requests, from an individual appointed by you as a signatory using the authorisation form provided to you by AAC. If you wish to change any signatory at any time you must complete a new form and AAC will update its records as soon as reasonably practicable. AAC will only cease to take instructions from a previously appointed signatory, or accept instructions from a new signatory, once its records have been updated.

## **13 Death**

*This paragraph does not apply if you are a corporate entity.*

In the event of your death, AAC may, in its discretion, allow your executors to make requests regarding the allocation of funds held in your Notional Account at the time of your death.

## **14 Compliance**

Donors may be asked to confirm in writing that they receive no benefit from a donation which they request be made by AAC. Donors may also be asked other compliance questions at the discretion of AAC. The recipient charity may also be asked to confirm that no benefit has/will result, as well as questions pertaining to their relationship with you. Details of the charity/project may also be requested to satisfy money laundering and other compliance requirements.

## **15 Dormant Accounts**

AAC is not operating a bank and is established for the purposes of receiving charitable donations and making charitable grants. In the event that funds which have been donated by you are not subsequently distributed to a charity within 24 months, AAC may, in its discretion, use such funds to make allocations to charities of its own choice without further notification to you.

## **16 Data Protection**

In this Clause "Data" means all Personal Data and other data processed by AAC as a result of, or in connection with, the provision of the Services.

"Data Protection Laws" means the Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulations 2017, the Data Protection Act 2017 and any other data protection laws and regulations applicable in the UK and any codes of practice, guidelines or recommendations issued by the Information Commissioner or any replacement body.

AAC will comply with the requirements of the Data Protection Laws in respect of the activities which are the subject of the contract between you and AAC and shall not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws.

AAC will process Data for the purposes of carrying out the Services. AAC shall only process Data in accordance with its Data Protection Policy and Privacy Policy as amended from time to time and shall not process Data for any other purpose.

AAC shall have in place all appropriate technological and organisational measures against unauthorised or unlawful use of, access to, or theft of Data and against loss or destruction of, or damage to, Data.

You confirm that you have the consent from the third parties of whom you provide AAC with their Personal Information, for AAC to hold this information in accordance with its Privacy Policy.

You may request confirmation of the information we hold about you, to which we will respond within 30 days.

The information you have provided is subject to the Data Protection Act 2017, the Data Protection Policy and Privacy Policy of AAC as updated from time-to-time. Our Data Protection Policy and Privacy Policy will be reviewed on a regular basis and may be updated from time-to-time. We will notify you via email when this happens and provide you with a copy of the most recent and up-to-date Privacy Policy which is available on our

## **17 Compliance Officer**

AAC's Compliance Officer or other delegated person in AAC is authorised to inspect any transaction. He/she may contact a client or charity to confirm details of a payment and/or to request additional information.

## **18 Scale of Charges**

AAC charges a standard fee of 5% of all payments made into your Notional Account. By making a payment to AAC, you irrevocably authorise AAC to levy such a fee. Any grant(s) which AAC make to a non-UK registered charity (as per your request), will be subject to an additional 2% fee. By requesting for a grant to be made to a non-UK registered charity, you irrevocably authorise AAC to levy such a fee. AAC reserve the right to periodically review the fee and any changes to the fee will be communicated to you in writing. Additional fees may be due in accordance with paragraphs 2 and 8. All fees will reduce the balance of your Notional Account.

## **19 Amendment of These Terms**

AAC may, at its absolute discretion, vary these Terms and Conditions. Any such variation will be effective 30 days after you have received written notice of it, which may be made via email or by post at the discretion of AAC.

## **20 Limitation of Liability**

Funds credited to a Notional Account are owned by AAC. In the event that such funds are lost, for example, as a result of the insolvency of a bank with which AAC has made deposits, you will have no recourse to AAC in respect of such loss.

## **21 Termination of Arrangement**

You or AAC may terminate this contract at any time by giving one month's written notice to the other party.

AAC may terminate this contract with immediate effect by way of written notice to you if you commit a material breach of these Terms and Conditions; which includes but is not limited to you providing AAC with any information, which in the opinion of AAC, is misleading or inaccurate.

This contract will terminate automatically if the Notional Account does not contain sufficient funds to cover AAC's fees and costs as set out in Clause 18.

During the relevant notice period, AAC shall allocate the funds in the Notional Account in accordance with paragraph 4 and will have regard to your requests pursuant to paragraph 3.

This contract will terminate automatically on your death or, if you are a corporate entity, you take any step or action in connection with: entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring of which you have made us aware); being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring of which you have made us aware); having a receiver appointed to any of your assets; or ceasing to carry on business. In any of these cases AAC will allocate any remaining funds in your Notional Account in accordance with paragraph 4 and, if relevant, 13 of these Terms and Conditions.

The termination of this contract shall not affect any rights or obligations:

- (a) accrued before the date of termination; or
- (b) expressed or intended to continue in force after and despite termination.

### **23 Third party payments and cheques**

Your Client account registered with Achisomoch may be credited with funds only from a bank account registered in your name. We do not accept third party cheques from Clients to be paid to either a Charity or Client account.

### **24 Overseas Donations**

Client accounts with AAC cannot be used exclusively for overseas donations.

### **25 Entire Agreement**

These Terms and Conditions read in conjunction with our Privacy Policy as updated from time to time. These documents are available on our website at [www.achisomoch.org](http://www.achisomoch.org) and form the entire agreement between the parties and replace all previous agreements and understandings between them, relating to its subject matter.