

St. Vincent de Paul Society (England and Wales)

Agency Agreement in respect of the sale of donated goods

Terms and Conditions

By completing the form overleaf and providing goods to St. Vincent de Paul Society (England and Wales) (**SVP**) you agree that:

1. You are a UK taxpayer and would like SVP to treat all donations you make or have made in the past 4 years and from this date forward all future donations as Gift Aid donations.
2. You own the goods that you are donating to us for resale and that you obtained them in a lawful manner, and you do not operate a business related to the donated goods.
3. You wish SVP to act as your agent in selling the goods you have delivered to the shop. SVP will attempt to sell the goods on your behalf at its sole discretion in order to maximise sale potential. Any goods which cannot be sold will be recycled or otherwise disposed of and will not be returned. SVP charges a commission of 5% (plus VAT) of the value received for the goods. SVP may refuse to sell specific goods.
4. SVP will contact you to advise you when your items have been sold. SVP will also seek confirmation of your consent that the total value of money raised after the deduction of the commission (the **Net Proceeds**) can be donated to the SVP following the sale. We will wait until the sale proceeds on your goods reach our standard minimum amount before contacting you (unless there is only one item, or the total value is less than the standard minimum).
5. If you wish to retain the Net Proceeds you will have 21 days after our notification to inform us that you wish to do so. However, if SVP does not receive a written response from you within this time period, we will assume that you consent to donate the Net Proceeds to the SVP. SVP will then claim Gift Aid on the Net Proceeds.
6. From time to time SVP may also review its commission rate but we will only inform you of any change if the rate increases above 5% (plus VAT).
7. You understand that if you pay less Income Tax and/or Capital Gains Tax than the amount of Gift Aid claimed on all your donations to charities in that tax year, it is your responsibility to pay any difference to HMRC. You will notify SVP if you no longer pay sufficient Income Tax and/or Capital gains Tax, and if you change your name or address.
8. You retain liability for Capital Gains Tax and if a gain is realised, it is your responsibility to make the report to HMRC and make any claims for tax relief on donated goods. Please note that if you do trade in the donated goods, income or corporation tax may also be due by you to HMRC.
9. SVP reserves the right to terminate this agreement at any time, on termination if you do not collect the goods within seven days, the goods may be recycled or otherwise disposed of and will not be available for collection.
10. SVP may vary its Donated Goods Gift Aid terms and conditions from time to time. Copies of the most recent terms may be requested at your local St Vincent's Charity Shop or on our website at www.svp.org.uk/privacy-policy you can also request a copy of our Data Subject Information Statement – Goods Donors – Charity Shops direct from one of our shops or on our website at www.svp.org.uk/privacy-policy.