



PGS: Giver Terms & Conditions

Version 3

Publish Date: 07 October 2025

Introduction

These terms and conditions explain how we operate the Parish Giving Scheme (PGS) to support parishes, dioceses and other charities, and to support you in your giving, as well as outline what we expect from each other under the PGS.

These Terms set out how we provide the Service and how you will use it. Please therefore read these terms and conditions carefully. If you have any questions about these terms and conditions, please visit our website, or get in touch via: info@parishgiving.org.uk.

In these Terms, the following words and phrases have the following meanings:

"Beneficiary" means the parish, diocese or other charity you have notified us you wish to support through the Service, which has signed up to participate in the Scheme.

"Gift" means the donation of money made by you to us to be paid by us by way of a grant (acting at our discretion) to your chosen Beneficiary through provision of the Service.

"Scheme" means the scheme known as the "Parish Giving Scheme" operated by us.

"Service" means our provision of the Scheme to you to allow you to more efficiently and effectively make a Gift to a Beneficiary, whether as a one-off Gift, or a regular monthly Gift.

"Terms" means these terms and conditions of service, which explain how we provide the Service to you.

"you" and "your" means each individual who gives to a Beneficiary (either as a one-off or regular donation) through using our Service.

"our", "we" and "us" means the Parish Giving Scheme, a charity registered in England and Wales with the Charity Commission, with registration number 1156606 (or any successor body to that charity).

These Terms apply to all:

(a) existing users of the Service, in relation to your continued use of the Service going forward, from the date on which you receive these Terms from us, and

(b) new users of the Service from the date of their commencement, set out at the bottom of this document.

How these Terms apply

By us providing and you using the Service and by providing or making these Terms available to you, you and we agree that these Terms will apply to us providing the Service to you.

We may update these Terms from time to time and will notify you of any changes by publishing the updated terms on our website.

If you do not wish to be bound by these Terms (or any revision to them), you must notify us in writing within 14 days of signing up to the Service (or being informed of the revised terms, as applicable). Please contact us in the way we have explained in the 'communications between us' section, for this purpose. In the event that you choose not to be bound by these Terms (or any revision of them) we will be unable to provide and you will not be able to use the Service.

However, where your Gift (or, in the case of a regular donation, an instalment of your Gift) has already been received by us by the time you notify us of your wish not to be bound by these Terms (or any revision of them), that Gift may at our discretion still be processed under these Terms and cannot be returned to you.

In any event, you can still stop future Gifts by informing us. We have explained how to do this in the 'bringing this agreement to an end' section below.

If you require these Terms in a different format, please get in touch via: info@parishgiving.org.uk.

What you can expect from us

Subject to these Terms (as amended from time to time), we provide you with the Service, facilitating you to more efficiently and effectively make Gifts to your chosen Beneficiary through the Scheme, including regular Gifts via Direct Debit. By using the Service, if you are eligible to claim Gift Aid and make the required declaration, we will be able to reclaim any Gift Aid on your Gift and at our discretion pay this to the Beneficiary you have chosen.

The Service allows you to benefit your selected Beneficiary in a straightforward, efficient and effective way because each Beneficiary has signed up with us to allow us to facilitate the collection of Gifts of which they are the Beneficiary. However, we are not responsible for any Beneficiary's activities, or how they may choose to use your Gift and therefore we cannot be held accountable to you for this. Us providing the Service to enable you to more efficiently and effectively give to a Beneficiary does not constitute our endorsement of the Beneficiary or any of its activities. We are a completely independent charity.

In the case of regular Givers who make regular payments by Direct Debit, our expectation is that we will usually pay your Gift to your chosen Beneficiary on 10th day of the month in which the Gift is collected from your bank account. In the case of one-off and contactless Gifts, money will usually be paid to your chosen Beneficiary in the month following the Gift being collected from your bank account. In either case, the payment needs to be fully cleared in our account. Please note the below regarding any temporary delays.

We will implement and maintain industry standard safeguards designed to protect against unauthorised access or use of your credit and debit card and bank account information, and other financial information associated with other payment types.

We will not place any pressure on you to make a Gift. Making a Gift is your decision, and you should not feel coerced or pressured by us or any third party. If you have any concerns in this regard, please let us know.

We will comply with all applicable laws in providing the Service and complying with these Terms.

What we expect from you

The Service will not be provided to anyone under the age of 18.

You must comply with all applicable laws in using the Service and complying with these Terms, and you must use the Service in a responsible manner.

You must ensure that all information you provide to us, including financial information, is true, current and accurate and that you are authorised to provide this to us and use the funds comprising the Gift for the purpose of making the Gift to the Beneficiary.

You must not use the Service to participate in any illegal or fraudulent activities (including tax evasion).

You must not make any Gift using illegal or illegitimate sources, including the proceeds of crime. If we suspect any Gift has been made using this type of funds, we may need to undertake due diligence checks and may refuse to accept your Gift. If we suspect a crime has been committed we will need to refer this to the police or other relevant agency and we may also need to inform the Charity Commission.

You must not interfere with, or disrupt, the service networks connected to the Service and our IT policies will apply to your use of the same, in the course of receiving the Service or otherwise, or undermine the integrity or security of our website or systems. For example, you must not attempt to install malware or instigate a phishing attack, or similar.

Your Giving

We will make a grant of your Gift to the Beneficiary registered with the Scheme that you have chosen at the time of making the Gift, in line with the terms and conditions we have in place with that Beneficiary. When we receive your Gift, it will therefore be restricted for that Beneficiary. Unfortunately, we do not currently have the ability for you to impose any further restriction with us on how the Gift will be used by the Beneficiary. If you wish to request that your Gift is used towards a particular cause, you should discuss this preference directly with the Beneficiary. We are not responsible for ensuring that the Beneficiary has used your Gift for any particular purpose, or reporting on this to you.

Where we are unable to make a grant of your Gift to your chosen Beneficiary within a reasonable period and have taken reasonable steps to make payment, we will notify you of this and arrange for your Gift to be returned to you, unless you notify us in writing that it should instead be directed to an alternative Beneficiary. There may be a temporary delay in us making the grant to a Beneficiary in the event of administrative requirements being followed, but in any event we will not usually hold funds for more than six calendar months without your written agreement.

Unless otherwise required by applicable laws, once your Gift is made to your chosen Beneficiary it is final and cannot be returned by us to you.

Giving methods

You can make a Gift by using one of the following methods:

(a) online: you can sign up to make a regular or one-off Gift online via our website. We will collect your payment details through our secure online systems, operated by our contracted payment processing company.

(b) by phone: you can sign up to make a regular Gift via our telephone giving line, at 033330021260

(c) by post: you can sign up to make a regular Gift by completing and posting to us our regular gift form available from your chosen Beneficiary, to the address specified on the form.

Gift Aid

If you are eligible to claim Gift Aid and make the required declaration, we will usually make a claim to HM Revenue & Customs (HMRC) to claim Gift Aid on your Gift. We usually make these claims on eligible regular, one-off and contactless Gifts. The amount of Gift Aid received will at our discretion usually be transferred by way of a grant to your chosen Beneficiary for use for charitable purposes.

Therefore when you (a) make a Gift through our Service to your chosen Beneficiary, (b) confirm that you are a UK taxpayer in accordance with the requirements of the Gift Aid scheme as they apply from time to time, and (c) elect to have us reclaim the Gift Aid under HMRC's Gift Aid scheme, we will usually claim Gift Aid on your Gift.

Where we claim Gift Aid, we will do so on the basis of your completed Gift Aid declaration. It is therefore your responsibility to verify your tax status to ensure you are able to make a Gift Aid declaration. We are unable to advise you on this.

You should not receive from the Beneficiary any reward, consideration or other benefit in return for your Gift outside of HMRC limits (detailed in HMRC's guidance: [Chapter 3: Gift Aid - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/gift-aid)). Doing so could render the Gift ineligible for Gift Aid.

If you later inform us (or we are otherwise made aware) that your Gift was not eligible for Gift Aid, and HMRC determine that we are responsible for repaying Gift Aid relief to them, in the first instance we will look to reclaim these funds from the Beneficiary (either by requesting repayment or by set-off against a future gift received). We will not ask you to reimburse us for any repayment we are required to make unless we reasonably believe that you were deliberately misleading or dishonest at the time of making the Gift Aid declaration.

If you stop being a UK taxpayer in accordance with the requirements of the Gift Aid scheme that apply at any time, you must notify us immediately. If you fail to notify us, and HMRC determine that we are responsible for repaying Gift Aid relief to them, in the first instance we will look to reclaim these funds from the Beneficiary (either by requesting repayment or by set-off against a future Gift received). We will not ask you to reimburse us for any repayment we are required to make unless we reasonably believe that you were deliberately misleading or dishonest in failing to notify us of this.

Please also let us know as soon as possible if you change your name or home address.

We are not able to advise you on whether (or not) you are eligible to claim Gift Aid, but if you are unsure of your eligibility we recommend that you do not sign a Gift Aid declaration.

Regular Giving

If you opt to make a regular Gift for the benefit of your chosen Beneficiary, this will be made to us by Direct Debit from your account. For more information about the Direct Debit scheme please see parishgiving.org.uk. You can choose for us to collect your Gift monthly, quarterly or annually.

We do not charge processing fees to you or the Beneficiary for regular Gifts.

Where you choose to use the Service to make a regular Gift for the benefit of your chosen Beneficiary, you will have the option at the time of signing up to opt into an annual inflationary increase for your Gift. This annual increase is calculated on the basis of published Consumer Price Index (CPI) data from the Office for National Statistics. Each year on the anniversary of you signing up to the Scheme, we will calculate this increase based on the most recently published figures and notify you in advance, to ask if you are happy to increase your Gift in this way. You can opt out of this increase by letting us know in the way we explain in our communication to you. You can also let us know at any other time that you would like to opt out of future increases by getting in touch with us (please see 'communications between us' below).

If you do not opt in to an annual inflationary increase for your Gift at the time you first sign up to the Scheme, you can do so at a later date by getting in touch with us (please see 'communications between us' below).

If you wish to change your chosen Beneficiary at any time, we will cancel your existing Direct Debit mandate and set up a new Direct Debit mandate in relation to your new chosen Beneficiary. Please let us know in writing or by telephone if you wish to do this (please see 'communications between us' below).

One-off Giving

If you opt to make a one-off Gift to your chosen Beneficiary, this will be made to us online by debit or credit card payment, which will be subject to your card provider's standard transaction fees.

We do not charge processing fees to you for one-off Gifts. However, we do charge a transaction fee to a Beneficiary for every one-off Gift processed, which is currently 1.5% of the Gift made (any future change to this will be notified on our website). We charge this in order to cover the costs of administration associated with the grant of the Gift. This means that if an individual were to make a Gift of £100 under the Scheme, we would charge the Beneficiary who receives that Gift a fee of £1.50. Where that Gift is eligible for Gift Aid and we receive the amount of the relief from HMRC, we would be able to increase the amount of the grant to the Beneficiary by £25..

Contactless Gifts

We may offer the Beneficiary the option of Gifts being made via contactless payment. This service is provided by a third party service provider and we act as merchant account provider. If you have any questions or issues regarding this contactless giving service, please get in touch via: info@parishgiving.org.uk.

Although we do not charge a fee for administering contactless Gifts, please keep in mind that this service is provided by a third party contactless service provider subject to their terms and conditions, and a transaction fee, including credit and debit charges, may be deducted from each Gift by your card operator and/or the service provider, or otherwise charged to the Beneficiary for using the service. For more information about these charges, please contact the Beneficiary that is using the contactless service.

Communications between us

We may update these Terms at any time and will publish any updates on our website. If you do not wish to be bound by any revised Terms, please see the 'How these Terms apply' section above.

The date on which these Terms were last updated is stated at the end of this document.

If we have to contact you, we will do so by telephone, email or by pre-paid post to the address you provided on registration for the Service.

If you have to contact us, you should do so by email info@parishgiving.org.uk or phone 033330021260.

Any notice:

(a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and

(b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

If you have a complaint about us or the Service, we will do our best to resolve this [in line with our complaints policy].

Communications with Beneficiaries

We will share information with your chosen Beneficiary, including your personal information, in line with our privacy policy (please see 'How we may use your personal information' below for more information).

However, if you wish to remain anonymous in our communications with your chosen Beneficiary you must notify us. This can either be done at the time of signing up, or if you want to do this at a later date you can contact us in writing (please see 'communications between us') or by telephone.

If you choose to remain anonymous, this means that we will not attribute your name and contact details to any further Gift you make to that Beneficiary under that instruction. However, please note that:

(a) we will transfer the whole of the Gift by way of a grant to the Beneficiary. The Beneficiary will therefore be aware of the amount of the Gift. Depending on other information that the Beneficiary has, it

is possible that they could use this information in combination to attribute our grant to your Gift anyway. This is not within our control.

(b) where you exercise your right of anonymity after you have started making a regular Gift, this will not remove the information we have already provided to the Beneficiary before you notified us.

We wish to encourage givers to remain known to Beneficiaries so that they may thank you and avoid mistakenly approaching you in the future to consider a regular Gift to your church.

Events outside of our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that are caused by an event outside of our reasonable control (including, for example, a failure of banking services by our third party providers). If an event outside of our control takes place that affects our ability to operate the Scheme, we will use our reasonable endeavours to find a solution provided that (and acknowledging that we are an independent charity) it is in our best interests.

Bringing this agreement to an end

You may end these Terms with us at any time by providing us with 30 days' written notice [or by cancelling your Direct Debit with us].

We may end these Terms with you by providing you with 30 days' written notice.

If you fail to comply with these Terms, we have the right to suspend or terminate your access to the Service.

We will also end these Terms if for any reason we are no longer able to provide the Service to your chosen Beneficiary. In this situation we endeavour to notify you before, or as soon as possible after, termination.

On termination we will usually make grants to the Beneficiary equal in value to any Gifts already processed by us from your account but not yet paid by way of a grant to the Beneficiary, along with any outstanding Gift Aid claims, but we will not take any further funds from your bank account.

Where provision of the Service is brought to an end, these Terms shall continue to apply to your past use of and our delivery of the Service prior to termination.

How we may use your personal information

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use our Service, and for what purposes, and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our privacy policy: [Privacy Policy - Parish Giving Scheme](#) and it is important that you read that information.

You acknowledge that, in accordance with our privacy policy, certain personal information about you will be shared with the Beneficiary. The extent of this information will depend on whether you have chosen to remain anonymous.

Personal information processed in accordance with our privacy policy shall not be considered to be confidential information for the purpose of the following clause.

Confidential information

Except as set out in these Terms, we will each treat as confidential all information which is of a confidential nature and which has been acquired as a result of the use of our Service and which is not in the public domain. Neither of us shall use or disclose to any third party confidential information belonging to the other party without that party's prior written consent, except where (i) required to do so by

applicable law, or regulatory or governmental body or (ii) those third parties operating under confidentiality provisions no less restrictive than this and who reasonably need to know this information. This paragraph shall survive termination of these Terms.

Responsibility between us

Although we will provide the Service in line with our data security and data protection arrangements, we do not warrant or guarantee continuous uninterrupted access to our Service, which may be impacted by numerous factors outside of our control.

We will not be responsible for any losses you suffer where that loss is:

- (a) Unexpected – it was not obvious that it would happen and nothing you said to us before we accepted your Gift meant we should have expected it (so, in the law, the loss was unforeseeable).
- (b) Caused by a delay outside our control – as long as we have taken the steps detailed above.
- (c) Avoidable – something you could have avoided by taking reasonable action.
- (d) An indirect or business loss – your loss is not directly related to the Services or if the loss you suffer is in connection with your trade, business, craft or profession.

Other important terms

If, in the future, we transfer our rights and obligations under these Terms to another organisation, we will let you know about this in advance and explain to you why this is happening. Please note that this will not affect your rights or our obligations under these Terms.

These Terms, and any document expressly referred to in it, constitute the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

A person who is not a party to these Terms has no right to enforce any term of these Terms.

These Terms, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.