



Terms & Conditions

PGS: Beneficiary (charity, parish or church) Recipient/Receiver

Version 3

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Introduction

These terms and conditions explain how we operate the Parish Giving Scheme (PGS) to support parishes, dioceses and other charities "you", and what we require from you under the PGS.

These Terms govern your use of the Service. Please therefore read these terms and conditions carefully. If you have any questions about these terms and conditions, please get in touch via: info@parishgiving.org.uk.

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

"Gift" means the donation of money made by a Giver to us, to be paid by us by way of a grant (acting at our discretion) to you as the Giver's chosen recipient, through the Scheme.

"Giver" means each individual who makes a Gift to you using the Scheme.

"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 receive a Gift from a Giver, whether as a one-off Gift, contactless, or a regular Gift, or any future methods of giving provided.

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

"you" and "your" means the beneficiary (whether a church, parish, or other charity, and whether acting as a body corporate or through its trustees or other duly constituted decision-making body) who receives Gifts from Givers 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 on which you are successfully registered by us to use the Service.

How these Terms apply

These Terms set out how we will deliver the Service and how you will access the same, and we will each act in accordance with these Terms.

By us providing and you using the Service and by providing or making these Terms available to you, or seeking your agreement to them, you and we agree that these Terms will apply to us providing the Service to you and you will be bound by these Terms.

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

Registration

If you wish to register with us to use the Service, you should complete the application form that applies to you. You should then return the completed application with supporting documents to the diocesan representative. Upon their receipt and confirmation to us, we will review your application and contact you if we have any questions about it. If your application is successful, we will notify you in writing and provide you with applicable user information.

It is at the point of us accepting your registration that you become a beneficiary user of the Scheme and these Terms apply. No Gifts can be made to you unless and until you are registered with the Scheme.

Please note that we may delay or refuse your registration for any reason, including due to delays in passing verification or other necessary checks.

For the avoidance of doubt, registering with us to use the Service is not intended to and cannot offer any sort of guarantee about the success of the Scheme within your organisation or the number of Gifts made to us that will be made naming you as a chosen beneficiary (and will then be paid by way of a grant by us to you).

What you can expect from us

Subject to these Terms (as amended from time to time), we will provide you with the Service, facilitating you to more efficiently and effectively receive Gifts, including regular Gifts using Direct Debit.

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

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

We will keep proper records of all Gifts and income received, tax reclaims, and our compliance with these Terms, in line with our data retention policy and applicable law.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) at any time and for any reason. While we will endeavour to provide notice of planned modifications or disruptions to the Service, this may not be possible in the case of unplanned outages or legally mandated changes.

What we expect from you

In using the Service and complying with these Terms, you must comply with all applicable laws and financial reporting obligations, including but not limited to, laws and obligations relating to registration, tax reporting, and disclosures, 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, accurate and complete and that you are authorised to provide this to us. Giving representatives must register their identities, including their name and address. Should any of the details you have provided on the registration form change in the future, please inform us as soon as possible. A paying-in slip should be sent as evidence of any change to bank account details. For more information on how to inform us of any changes visit: [How to inform PGS of changes - Parish Giving Scheme](#)

In the case of a parish, you must retain your status as a parochial church council in accordance with the Parochial Church Councils (Powers) Measure 1956.

To the extent you share with us any personal data for any purpose, including the names, email addresses and phone numbers of your giving representative(s), you confirm that you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us.

You acknowledge that our name and logos are our trademarks and service marks. You may use our logo for the purpose of promoting the Scheme within your organisation, for so long as you are a user of the Scheme and subject to any guidelines about this that we may provide to you from time to time. If we advise you that a particular use of our logo is not permitted for any reason, you must stop using it immediately. All goodwill generated from the use of our name and logos will inure to our exclusive benefit. You must immediately stop using our logo if you stop being registered as a user of the Scheme.

You acknowledge and agree that the Service may contain content or features that are protected by copyright, trademark or other proprietary rights and laws. Except as expressly authorised by us, you agree not to modify, copy or create derivative works based on the Service or this content. This restriction does not apply to your own content that you provide to us.

You grant us permission to use your name and refer to you as a user of the Scheme for so long as you remain so.

You must not interfere with, or disrupt, the service networks connected to the Service, in the course of receiving the Service or otherwise, or undermine the integrity or security of our website or systems.

You must appoint one or two nominated representative(s) to administer the Service on your behalf, who will be our primary point(s) of contact. They must set up an online portal linked to your beneficiary registration, which is personal to them. You must therefore ensure that they do not share their password(s) for that online portal with any other person. In the event that a new nominated representative is appointed, you must notify us and we will make arrangements for that person to set up an online portal, in place of a previous representative.

You must comply with the Church of England's code of fundraising practice ([Code of Fundraising Practice | The Church of England](#)) and you must not put pressure on any Giver or potential Giver to make a Gift or coerce any individual in any way to sign up to the Scheme. In this, you must be particularly mindful of people in vulnerable circumstances, who may feel more easily pressured. You also must not ask any Giver or potential Giver to make a Gift or otherwise promote the Scheme in a way that discriminates against people based on a protected characteristic ('protected characteristic' has a particular meaning in law: [Discrimination: your rights: Types of discrimination \('protected characteristics'\) - GOV.UK \(www.gov.uk\)](#), and includes a person's age, sex, sexual orientation, disability and race). It is your responsibility to ensure that all people in a position of authority within your organisation, or who are involved in fundraising and/or giving, are aware of and abide by these requirements.

You must not provide information to Givers or potential Givers about the Scheme in a way that misleads, or could reasonably be seen to mislead, people.

If any Giver or potential Giver complains to you about your approach to fundraising using the Scheme or your advertising of the Scheme, you must notify us as soon as possible.

Gift Aid

We will offer all Givers who are UK taxpayers the option of making the Gift in a manner that makes them eligible for Gift Aid reclaims. We usually make Gift Aid claims on eligible regular, one-off and contactless Gifts.

If a Giver is eligible to claim Gift Aid and they make the required declaration, we will usually make a claim to HM Revenue & Customs (HMRC) to claim Gift Aid on Gifts made by them. Any Gift Aid received from Gifts of which you are the chosen beneficiary will at our discretion usually be transferred to you by way of

a grant as soon as reasonably practicable after we have received the cleared funds from HMRC into our bank account.

You must not offer any Giver any reward, consideration, goods, services or other benefit in return for any Gift. Doing so could render the Gift ineligible for Gift Aid (detailed in HMRC's guidance: [Chapter 3: Gift Aid - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/gift-aid)).

In the event that HMRC or any other relevant body make enquiries with us regarding Gift Aid in relation to the Gifts, you will provide all reasonable assistance we request in order to resolve HMRC's enquiries.

If we reclaim Gift Aid on any Gift and it subsequently transpires that such Gift was not eligible for Gift Aid, and we are required to pay a refund to HMRC, we will (at our discretion), either:

(a) deduct that refund from future grants otherwise due to you, or

(b) require you to repay to us the Gift Aid which we have returned to HMRC, as further detailed below. In either event, we will inform you of this to enable you to account appropriately for the funds.

Regular

We receive regular Gifts from Givers on the first working day of each calendar month and will (at our discretion) normally pay these on an aggregated basis on the 10th day of the calendar month in which they are received, into the bank account with which you registered. Any Gift that has not been fully cleared into our account will not be transferred to you by way of a grant at this time but will be transferred later. These timings could be delayed due to circumstances beyond our reasonable control, such as availability of banking services.

We do not charge an administration or processing fee for regular Gifts.

One-off

All one-off Gifts are subject to a transaction fee for each donation to us. This transaction fee is payable by you and deducted from the Gift prior to us making the grant to you, meaning that you will receive a grant equal in value to the Gift minus the transaction fee. The transaction fee is intended to contribute to the cost of administering the Gift.

The transaction fee is currently set at 1.5% of the value of the Gift made. If this changes in the future we will notify you in writing before implementing any change.

Contactless Gifts

The service allowing you to receive donations through contactless payments made by a Giver is provided by a third party service provider and will be subject to their terms and conditions. In line with their terms and conditions, that third party will licence the card reader to you directly for your use. Any fees for providing this service are determined by and payable to the third party service provider in line with their terms and conditions. We are not responsible for the contactless devices, its use or the service provided to you by this third party.

We receive the funds from the third party service provider, pay these funds to you on the service provider's behalf and (where applicable) claim Gift Aid on these donations.

You are responsible for compliance with the PCI regulations when using contactless payment devices (these are the regulations that apply to the Payment Card Industry and govern, amongst other things, applicable data security standards). You must therefore comply with and adhere to any requirements notified to you from time to time in this regard and you are solely responsible for any consequences (including fines or other financial consequences) of failing to comply with those requirements.

Transfer of funds

We will usually aggregate all one-off Gifts made to us naming you as the chosen beneficiary during a calendar month on a monthly basis and pay these by way of a grant into your nominated bank account in the following month. We will usually provide a one-off giving statement showing the breakdown of these one-off Gifts, Gift Aid and the transaction fee charge deducted.

We will separately aggregate all regular Gifts made to us naming you as the chosen beneficiary on a monthly basis and pay these by way of a grant into your nominated account once per month. We will provide you with a monthly statement showing regular gifts and Gift Aid payments paid by way of a grant to you.

We will usually aggregate all contactless donation Gifts made during a calendar month to you and pay these to your nominated account once per month in the following month, on an aggregated basis. We will provide a contactless giving statement showing the breakdown of these contactless Gifts and Gift Aid reclaimed.

We will pay by way of a grant all Gift Aid reclaimed in respect of eligible Gifts once the corresponding Gift Aid reclaim has been paid to us by HMRC.

If the bank account details you provided to us at the time of registration change for any reason, you must notify us immediately to enable us to pay by way of a grant all funds due to you to the correct account. We cannot be held responsible in the event that we pay any funds to the bank account recorded in our records, where you have failed to tell us that these have changed.

Subject always to our discretion and these Terms, it is our intention that the value of the Gifts is transferred to you by way of a grant on the basis that the Givers have chosen you as the beneficiary of the Gifts. However, in certain limited circumstances we may have to require you to refund all or part of a grant we have made to you, including in the following circumstances:

- (a) If a Giver disputes a Gift they have made through the Service and this results in us having to return the Gift (subject to the powers available to us as a charity to do so).
- (b) as noted above, if we are required to repay to HMRC any Gift Aid improperly claimed on a Gift, which was subsequently transferred to you by way of a grant.

Therefore if any circumstance arises where we require you to return all or part of a grant, you must do so promptly. We can provide you with a letter confirming the basis of such a request for your record-keeping if required and you request it in writing from us.

Use of the funds

Each Giver who makes a Gift under the Scheme selects a chosen beneficiary. Subject to these Terms, we will then usually make a grant to you up to the value of the Gift. You must ensure that the grant you receive from us is used solely and exclusively for charitable purposes in furthering the charitable objects of the beneficiary organisation.

We do not currently provide the facility for Givers to impose any further restriction with us on how the Gift will be used by you, for example to support a particular fundraising campaign or project. If you agree with a Giver to use their Gift in any particular way or for any particular purpose, those arrangements and your compliance with them are solely your responsibility.

You must not use any Gift for any illegal or illegitimate purposes. You are solely responsible for compliance with all applicable laws in relation to your receipt and use of the grant from us, and in particular ensuring that it is used solely and exclusively for charitable purposes in furtherance of your objects.

Information we provide to you

Where a Giver has consented for us to do so, we will share a Giver's name and contact details with you, to enable you to contact that Giver if required as well as to analyse the funds you receive via the Scheme

generally. This information will constitute personal information under data protection legislation. Therefore, you must ensure:

(a) you only use the data you receive from us for the purpose for which we have provided it to you and for no other purpose;

(b) you keep the data for no longer than is necessary;

(c) you store the data securely and ensure that there are appropriate technical and organisational measures against its unauthorised or accidental access, use, loss or destruction, you have adequate IT systems in place which are secure and relevant policies for those using those systems to protect personal data; and

(d) you use the data in accordance with the requirements of data protection legislation.

Givers have the option of giving anonymously. This means that we know their identity, but we will only provide you with details regarding the value of their Gift and will not provide you with that Giver's name or contact details. You should not use any other information you have within your control or possession to attempt to work out the identity of any anonymous Giver.

We are happy to forward any generic communication, such as a thank you message, to an anonymous Giver on your behalf. Please get in touch with us to discuss this in more detail (please see 'communications between us').

Information you provide to us

Under data protection legislation, where we use or process personal information, we are required to provide certain information about who we are, how we process personal data, and for what purposes. This information is provided in our privacy policy: [Privacy Policy - Parish Giving Scheme](#) and it is important that all of your representatives who provide us with their personal information as part of you receiving the Service read that information.

Communications between us

We may update these Terms at any time on notice to you. Your continued use of the Service following your receipt of these Terms shall constitute your acceptance of these Terms, as varied. If you do not wish to accept these Terms (as varied), you must stop using the Service and notify us.

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

If we need 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 need to contact us, you should do so by phone: 0333 002 1260, email info@parishgiving.org.uk or post 'Parish Giving Scheme 76 Kingsholm Road Gloucester. GL1 3BD'.

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].

Suspension

Where we reasonably determine it is necessary to do so (including, for example, due to suspicious financial activity), we may suspend the collection of Gifts where you have been named as the chosen beneficiary and/or suspend grants payable by us to you, until the issue has been resolved. Wherever possible we will notify you of this, unless we are prohibited by law from doing so.

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.

Bringing this agreement to an end

Your authorised representative may contact us in writing if you no longer wish to participate in the Scheme. You must provide us with 90 days' written notice that you wish to bring your participation in the Scheme to an end. We will then remove you from the Scheme and Givers will no longer be able to make Gifts under the Scheme naming you as their chosen beneficiary.

We may end these Terms with you by providing you with 90 days' written notice.

If you fail to comply with these Terms, we reserve the right at our sole discretion to immediately and without notice suspend or terminate your access to the Service.

On termination we will usually make grants to you equal to the value of any Gifts that we have already received from Givers, in accordance with these Terms, but we will take steps to ensure that no further Gifts are received. In the event that any further Gifts are received (for example, due to the timing of receipt shortly after termination), we will usually make grants to you equal to the value of these Gifts to you in accordance with these Terms.

On termination we will remove you from the Scheme's register and notify all relevant Givers of this.

Confidential Information

We will each treat as confidential all information about the other party 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 such 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

Whilst we will always try our best to provide the Service to you, we will not in any circumstances be liable to you in relation to the provision of the Service for:

- (a) loss of revenue, grants or donations;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) wasted expenditure;
- (e) loss or corruption of data or information; or
- (f) loss of goodwill or reputation.

Save for matters that cannot be limited in this way by law, you recognise and agree that our total liability to you arising under or in connection with these Terms, and therefore your sole remedy available for any reason, shall be limited to the value of any Gifts (and accompanying Gift Aid) that we fail to pay to you by way of a grant to you under these Terms.

Other important terms

We may transfer our rights and obligations under these Terms to another organisation, but 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.