

Individual Relief Chest Scheme

Rules

Summary

These Rules describe how the Individual Relief Chest Scheme works, what Masonic Charitable Foundation (**MCF**) does to administer the Scheme, and what MCF kindly requests of you as a Donor in return.

The Glossary at the end of the Rules explains the defined terms used in the Rules.

These are the key points:

- The Individual Relief Chest Scheme allows you to manage your charitable donations easily and tax-effectively. By paying into your Chest via a Direct Debit, you are accumulating funds for later distribution to one or more Charities of your choice. MCF administers the Scheme, and takes care of all the administration.
- You simply let MCF know which charity/charities you wish to support and how much you want to give, and MCF carries out all the required steps to administer the donations from your Chest, including claiming any Gift Aid. MCF does not charge a fee for its work, and provides you with regular updates about the monies within your Chest and the charities you have supported.
- If you want to make charitable donations but you don't know which charities you want to support yet, you can donate to your Chest, build up the funds and then decide on the charities you want to support at a later date. Donations to charities from your Chest can be attributed to you, or the Scheme also allows you to donate to charities anonymously if you prefer.
- If you want to make Gift Aid donations to your Chest, you will need to make a Gift Aid declaration and pay enough UK tax to cover the amount reclaimed by MCF on your donation. MCF can give you further guidance on this.
- All funds in the Individual Relief Chests legally belong to MCF. The aim of the Scheme is that MCF makes donations from the Chests in accordance with your wishes, but MCF retains discretion in relation to any donations you request to make from your Chest.
- The Individual Relief Chest Scheme is operated within the registered charity, Masonic Charitable Foundation.

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60 Great Queen Street | London | WC2B 5AZ

Tel: 020 3146 3333 | info@mcf.org.uk

www.mcf.org.uk

- The Individual Relief Chest Scheme is designed for individuals rather than organisations. There is a separate scheme, called the Relief Chest Scheme, run by MCF through the Grand Charity, which is designed for charitable giving by any Lodge, Chapter or other masonic organisation. For further information on the Relief Chest Scheme, please visit <https://mcf.org.uk/reliefchest>.

Please take a moment to read the full Rules below.

The Glossary at the end of the Rules explains the defined terms used in the Rules.

1. Opening a Chest

- 1.1 A Donor can open a Chest by completing the application form available at <https://mcf.org.uk/individual-relief-chest-scheme>. Full details of how to complete the form can be found at the same address.
- 1.2 If the Donor's application is successful, MCF will notify the Donor and provide further information about the next steps.

2. Donating to your Chest

- 2.1 A Donor can make donations to his or her Chest through a regular direct debit. Full details of how to make payments will be supplied by MCF when the Chest is opened. For alternative methods of donating, please contact the Relief Chest.
- 2.2 All funds donated by a Donor to his or her Chest constitute an irrevocable and outright gift by the Donor to MCF. MCF will hold these funds and apply them solely for Charitable Purposes.
- 2.3 If the Donor makes eligible Gift Aid donations to his or her Chest, MCF will reclaim Gift Aid in respect of those donations and credit the amount reclaimed from HM Revenue & Customs to the Donor's Chest. Such amounts will be applied in the same way as donations received from the Donor.

3. How to use the Chest to support your chosen charities

- 3.1 Once the Donor has successfully completed the Application Form and opened a Chest:
 - 3.1.1 The Donor should notify MCF of his or her chosen Charity or Charities by providing a correctly completed Beneficiary Form.
 - 3.1.2 The Donor can choose to support more than one Charity, in which case Donors must specify how their funds should be allocated between the Charities they have chosen.

3.1.3 The Donor must choose charities which fall within the categories set out in Rule 4.

3.1.4 You can decide whether you want the recipient Charity to know that the donation is attributable to you or whether you prefer the donation to be made anonymously (in which case the donation will be attributed solely to MCF) either in respect of donations generally or in respect of a particular donation.

4. **Which Charities can you support from your Chest**

4.1 **Donations from a Chest may only be requested to be made to the following categories of Charity:**

4.1.1 Registered Charities i.e. charities listed on the public register of charities maintained by the Charity Commission for England and Wales; and

4.1.2 Charities recognised by HM Revenue & Customs as charities for tax purposes subject to MCF receiving satisfactory evidence of that status.

4.2 If MCF has any concerns about the Donor's chosen Charity, MCF will inform the Donor and allow the Donor the opportunity to nominate a different Charity.

4.3 You can make requests to MCF at any time in relation to donations to be made from your Chest by submitting a correctly completed Beneficiary Form. If you wish to alter the preferences set out in a previous Beneficiary Form, you should submit a new Beneficiary Form. **MCF will at all times have final discretion in relation to distributions.**

4.4 All donations must only be made for Charitable Purposes.

5. **What can't your Chest be used for**

5.1 Please note that:

5.1.1 Once a donation has been made to a Chest it cannot be repaid to the Donor;

5.1.2 The Donor (nor any Connected Person) will not be able to receive any benefit from the funds in the Chest; and

5.1.3 No distribution from the Chest may be used to discharge or satisfy a legally enforceable pledge or obligation of any person.

6. **How MCF distributes funds to Charities**

6.1 The Beneficiary Form supplied by MCF to each Donor will set out the options for how often the Donor would like funds to be paid out of their Chest to the chosen Charity or Charities.

- 6.2 Subject to this Rule 6, providing a Beneficiary Form has been supplied by the Donor by the close of the 15th day of the month, MCF will implement the payment option selected in the Donor's Beneficiary Form as from the 1st day of the following month.
- 6.3 As noted above, MCF will take into account the Donor's wishes as set out in their Beneficiary Form and as communicated in any other way following a request by MCF. However, MCF shall at all times have final discretion as to whether or when to distribute all or part of the Chest funds.
- 6.4 In particular, in the following circumstances MCF may at its discretion and without seeking or having regard to the Donor's wishes, distribute all or part of the Chest to such Charity or Charities (including to the Masonic Charitable Foundation) as it thinks fit:
- 6.4.1 Where no valid Beneficiary Form has been supplied by the Donor for a period of 2 years after the opening of the Chest (but provided that MCF will seek to contact the Donor to request him or her to complete a Beneficiary Form first where possible);
- 6.4.2 Where the Donor has indicated that he or she does not wish to or cannot complete the Beneficiary Form required by MCF or otherwise make a request or express a wish on how the funds should be distributed;
- 6.4.3 In MCF's reasonable opinion, the Donor lacks the capacity to provide the information required by MCF, including a valid Beneficiary Form;
- 6.4.4 Where the Chest is closed in accordance with Rule 8; or
- 6.4.5 If a distribution to a Donor's chosen Charity would result in funds being used other than for Charitable Purposes or the costs of ensuring that they are used for Charitable Purposes (including performing due diligence and putting in place a formal written agreement) would place a disproportionate burden on MCF.

7. Donor obligations and rights

- 7.1 The Donor may not market or publicise the Chest or fundraise for it unless it does so with the prior written consent of MCF and only then where the Donor agrees to act in accordance with MCF's policies and procedures.
- 7.2 The Donor will be entitled to receive annual statements from MCF regarding his or her Chest. The statements will describe, as a minimum, the payments received from the Donor, the distributions made by MCF and the relevant amounts.
- 7.3 Unless otherwise set out in this Agreement, MCF may act upon requests and information that it believes in good faith to have been received from the Donor or any other person notified to MCF in writing as being authorised to give

instructions on behalf of the Donor. The Donor shall be responsible for monitoring activity of its Chest to ensure that it is being operated to its satisfaction.

8. **Closure of a Chest**

8.1 A Donor may close his or her Chest by giving MCF 30 days' written notice. The Donor may request in that notice that any funds within the Chest are distributed to his or her chosen Charity or Charities. If no such request is received, MCF may distribute any remaining funds for such Charitable Purposes (including by transferring the funds to the Masonic Charitable Foundation) as it thinks fit. Upon the expiry of the 30 days' notice, the Agreement between MCF and the Donor will end (subject to Rule 16).

8.2 MCF is entitled, at its discretion, to close a Chest on giving 30 days' notice in writing to the Donor in the following circumstances:

8.2.1 Where no valid Beneficiary Form has been supplied by the Donor for a period of 2 years after the opening of the Chest (but provided that MCF will seek to contact the Donor to request him or her to complete a Beneficiary Form first where possible);

8.2.2 Where the Donor's Chest has had a nil balance for 12 consecutive months or more;

8.2.3 Where the Donor has not complied with any material obligation under the Agreement;

8.2.4 MCF decides in its absolute discretion that its ability to advance its charitable purposes is best served by the closure of a Chest.

8.3 On giving notice that it intends to close the Chest, MCF will ask the Donor where he or she wishes the remaining funds to be distributed. If the Donor does not reply before the expiry of the 30 day notice period, the Charity will distribute the remaining funds for such Charitable Purposes as it thinks fit (including by transferring the funds to the Masonic Charitable Foundation).

8.4 If the Donor wishes to donate further funds to their Chest after it has been closed by MCF, the Donor will be requested to submit a new Application Form.

8.5 If the Donor dies and has left instructions as to their intended Charities or has submitted a Beneficiary Form at any point whilst their Chest has been open, MCF will distribute the remaining assets in accordance with those instructions or the Beneficiary Form (whichever is the most recent), subject always to MCF's overriding discretion, and close the Chest.

8.6 If the Donor dies and has not submitted a Beneficiary Form or left any instructions as to their intended Charities, MCF may, at its discretion, seek to engage with

family members in relation to their choice of Charity or Charities to receive the remaining funds and, subject to that, will transfer the remaining assets to the Masonic Charitable Foundation and close the Chest.

9. **Limitation of liability**

9.1 The Donor accepts that any duty of care MCF owes in respect of a Chest is owed to the charitable beneficiaries of MCF. MCF owes no duty of care to the Donor in respect of those funds under this Agreement or in law and that neither MCF nor the Donor can foresee any losses that can be suffered by the Donor in respect of the assets in a Chest.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.3 Nothing in this Agreement limits or excludes MCF's liability for death or personal injury resulting from MCF's negligence; any damage or liability incurred by the Donor as a result of fraud or fraudulent misrepresentation by MCF; or for any other matter for which the limitation or exclusion of liability is prohibited by law.

10. **Accounting and records**

10.1 Each Chest will legally form part of MCF's general unrestricted funds. The funds for each Chest will be designated in the accounts of MCF as a designated fund in the name of the respective Chest holder. The designation is a means of identifying and setting aside the funds for each Chest but does not create a legal restriction and the funds will remain the property of MCF (and the designation may be removed at any time).

10.2 MCF will maintain separate records for each Chest, including the funds received from the Donor, any amounts reclaimed under Gift Aid, and any funds donated from the Chest to Charities. MCF shall keep copies of all records and all reports or statements to the Donor for at least six years after closure of the Chest.

11. **Costs**

11.1 The Charity will not charge the Donor any fee or charge any administration costs for administering their Chest or the Scheme.

11.2 The Donor agrees that the Charity is entitled to deduct from the Donor's Chest at its discretion:

11.2.1 such amounts as it may require to cover any exceptional costs of legal, accounting or other advice taken or to be taken by MCF in relation to any request or instruction received from the Donor or any other matter directly relating to a Donor's Chest; and

11.2.2 such amounts as may be required to be paid to HMRC for any reason in relation to the Chest (including, without limitation, costs caused by infringements of any requirements including the 'benefit rules', which apply to Gift Aid) or the 'tainted donation rules'.

11.3 MCF may invest any funds held in a Chest until they are required for a donation. Any income or gain resulting from such investment may be allocated at MCF's discretion to the Chest or used by MCF to meet its costs of administering the Scheme or applied by MCF for Charitable Purposes or transferred to Masonic Charitable Foundation.

12. Notices

12.1 Notices under the Agreement are to be provided to MCF at 60 Great Queen Street London WC2B 5AZ, or to any email address specified by the Charity, and to the Donor at the address given by the Donor in the Application Form or as subsequently notified to and acknowledged by MCF in writing.

12.2 Any notice or communication given under or in connection with the Chest shall be deemed to have been served:

12.2.1 if delivered by hand, at the time of delivery;

12.2.2 if sent by pre-paid recorded delivery, at 9am on the second day after the date of posting; and

12.2.3 if sent by email, at the time of sending (except that if an automatic electronic notification is received by the sender informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, that email shall be deemed not to have been served).

13. Complaints

MCF will make every effort to resolve a complaint quickly and fairly. In the unlikely event that the complaint cannot be settled between the Relief Chest office and the Donor, it will be referred to the CEO of the MCF. The decision shall be communicated in writing to the Donor.

14. Changes to terms

14.1 MCF may change any of the terms set out in these Rules on providing one month's notice to the Donor at the address held on file for such person, except where MCF is required to change such terms for legal or regulatory reasons, in which case MCF will inform the Donor as soon as possible after the change is made. In either case, MCF will notify the Donor where the revised Rules can be found, such as on its website.

14.2 Where the Donor regards any proposed change as unfair or unreasonable the Donor may notify MCF of this view within the one month notice period giving reasons for those views. MCF will consider any concerns raised by the Donor during the notice period and respond in writing as soon as is practical indicating whether it accepts or rejects the Donor's views. The parties may discuss what alternatives, including termination of this Agreement, may be pursued if agreement cannot be reached.

15. **Data protection**

15.1 MCF will not share information about a Donor with any outside person or organisation, except where this has been authorised by the Donor or a person acting with their authority or where this is required in order to provide a product or service to the Donor, or where MCF is legally obliged to do so.

15.2 For the purpose of the Data Protection Act 1998 MCF is the data controller in respect of a Donor's personal data. MCF will process a Donor's personal data for the purpose of administering the Scheme.

16. **Duration**

16.1 Except where otherwise specified, the Agreement governed by these Rules will continue in effect: from the date that MCF receives the first Donation from the Donor; until the date of closure of the Donor's Chest in accordance with Rule 8.

16.2 Any obligations under these Rules that remain unfulfilled following the expiry or termination of the Agreement will survive such expiry or termination and continue in full force and effect until they have been fulfilled.

17. **General**

17.1 A delay in exercising or failure to exercise a right or remedy under or in connection with the Agreement shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. Similarly the single or partial exercise of a right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

17.2 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of their subject matter and neither party has entered into such agreement in reliance upon, and it shall have no remedy in respect of, any representation or statement which is not expressly set out in this Agreement. The only remedies available for breach of any representation or statement which was made prior to entry into this Agreement and which is set out in this Agreement shall be for breach of contract

and nothing in this condition shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

- 17.3 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.
- 17.4 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with this Agreement (including (without limitation) in relation to any non-contractual obligations) and each party irrevocably waives any objection to the jurisdiction of those courts on the grounds of inconvenience or otherwise, and each party irrevocably agrees that a judgment or order of those courts in connection with this Agreement is conclusive and binding upon it.

Glossary

“Agreement” means these Rules and the Application Form which together represent the agreement between the Donor and the Charity.

“Application Form” means the form made available by MCF from time to time in which a Donor can apply to open a Chest.

“Beneficiary Form” means the form supplied by the Charity by which a Donor can nominate or express his or her intended Charity or Charities.

“Charitable Purpose(s)” means such purposes as are regarded as charitable in accordance with the laws of England and Wales as set out in the Charities Act 2011.

“Charity” or **“Charities”** means those charities or charitable organisations chosen by the Donor to receive donations from his or her Chest.

“Chest” means an Individual Relief Chest administered by the Charity under the Scheme.

“Connected Person” means a spouse, close relative or such other acquaintance as HM Revenue & Customs shall from time to time regard as connected to the Donor. Donor means the person noted as such on the Application form.

“MCF” and **“Masonic Charitable Foundation”** means Masonic Charitable Foundation, registered charity number 1164703.

“**Scheme**” means the Individual Relief Chest scheme run by MCF and as described in these Rules.



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