



GiftAider™ Software – Terms and Conditions of Use

Effective Date: 1st August 2025

Company Number: 15893422

Registered Company: GiftAider - a subsidiary software of Systematic Marketing Ltd

Registered Office: Unit 8, Halo Business Park, Cray Avenue, Orpington, England, BR5 3FQ

1. Introduction

GiftAider™ ("the Software" or "the Service") is a desktop and browser-based software solution provided by **Giftaider Limited** (operating as GiftAider), a company registered in England and Wales under company number **15893422**, and a wholly owned subsidiary of **Systematic Marketing Ltd. 02472380**

By accessing, downloading, installing, or using the Software, you agree to be legally bound by these Terms and Conditions.

2. Eligibility and Access

2.1. Eligibility

The Software is available to registered charities and Community Amateur Sports Clubs (CASCs) enrolled in HMRC's Charities Online system.

2.2. User Responsibilities

You are responsible for:

- Keeping login credentials secure and not sharing them;
- All activities carried out under your user account;
- Submitting accurate and complete data to HMRC.

2.3. Availability

We aim to maintain uninterrupted access, but do not guarantee the Software will always be available or error-free. Planned maintenance or unscheduled outages may occur.

3. Licence Grant and Restrictions

3.1. Upon payment of the annual licence fee, you receive a **non-exclusive, non-transferable, revocable licence** to use the GiftAider Software for internal purposes related to Gift Aid processing.

3.2. Prohibited actions:

- Copying, modifying, distributing, reverse-engineering, or disassembling the Software;
- Permitting use by unlicensed third parties;
- Using the Software for unlawful or unauthorised purposes.

3.3. The licence term is **one year** from activation and must be renewed annually.

4. Submissions & Data Accuracy

4.1. Data Accuracy

It is your obligation to ensure all data submitted via the Software is complete and accurate. While pre-validation tools are provided, final responsibility remains with you.

4.2. HMRC Integration

Submissions are transmitted directly to HMRC. Submission acceptance by HMRC does not validate content accuracy.

5. Intellectual Property

All intellectual property rights in the Software, including but not limited to copyright, trademarks, design rights, and source code, are owned by Giftaider Limited and/or Systematic Marketing Ltd. No rights beyond the minimal licence granted are transferred to you.

6. Data Security & Privacy

6.1. Encryption & Security

Data in transit and storage is encrypted. Processing complies with the **Data Protection Act 2018** and the **UK GDPR**.

6.2. Data Retention

Submission records are retained in accordance with statutory compliance and audit requirements. Data deletion requests will be handled under our retention policy.

Please refer to our Privacy Policy at <https://giftaider.com/privacy-policy> for full details.

7. Technical Support



7.1. Support Hours

Support is provided five (5) weekdays (Mon-Fri) via email or phone. We endeavour to respond promptly. Excluding public holidays.

7.2. User Guidance

Users should consult the user guide before contacting support. If issues persist, our team will assist with troubleshooting.

8. Fees, Renewal & Termination

8.1. Licence Fees

Annual licence fees are due in advance. There are no refunds for partial use or early termination.

8.2. Renewal Process

We will notify you before licence expiry. Access will be suspended if the licence is not renewed.

8.3. Termination

We reserve the right to terminate your licence immediately if you breach these Terms. Upon termination, you must cease all use of the Software and delete any copies.

9. Limitation of Liability

9.1. The Software is provided “as is” without warranties, express or implied, including merchantability or fitness for a particular purpose.

9.2. Neither Giftaider Limited nor Systematic Marketing Ltd shall be liable for:

- Loss of data, revenue, or profits;
- Business interruption;
- Indirect or consequential losses;
- Errors, omissions, or delays in HMRC submissions;
- Downtime due to maintenance or system updates.

9.3. Our total liability to you for any direct losses in any calendar year is limited to the annual licence fee you have paid.

10. Indemnification



You agree to indemnify and hold harmless Giftaider Limited and Systematic Marketing Ltd against any claims, liabilities, damages, losses, or expenses arising from your misuse of the Software or violation of these Terms.

11. Modifications to Software or Terms

We may update the Software and/or modify these Terms at any time. Updated Terms will be published on our website, and continued use of the Software indicates your acceptance of any revisions.

12. Governing Law & Jurisdiction

These Terms are governed by the laws of **England and Wales**, and any disputes shall be resolved in the courts of England and Wales, which shall have exclusive jurisdiction.

13. Entire Agreement

These Terms constitute the complete agreement between you and Giftaider Limited regarding the Software and supersede all prior agreements or representations, whether written or oral.

14. Gift Aid Data Import and Submission Disclaimer

We will import Gift Aid data strictly as received from the client, without alteration or verification of its accuracy or completeness.

Our system performs validation checks in accordance with HMRC requirements during the import process. However, these checks do not constitute a full audit or confirmation of eligibility for Gift Aid claims.

Once the data has been imported and merged, responsibility rests with the authorised HMRC official or appointed user to review, verify and approve the claim prior to submission. The authorised user must complete the final submission within the system, including entering the required claim details, confirming the declaration, and submitting the claim.

By proceeding, you acknowledge that the final review and submission of the claim is your responsibility. We accept no liability for any errors, inaccuracies or ineligible claims arising from the data provided.

15. Contact Information

For support or legal inquiries:

Giftaider Limited

Registered Office: Unit 8, Halo Business Park, Cray Avenue, Orpington, England,
BR5 3FQ

Email: info@giftaider.com

Phone: 020 3488 1072

Website: <https://giftaider.com>