

GiftAider Breeze and GiftAider Breeze Agency

Terms and conditions

Version 16 | 22 October 2026

These Terms explain your use of GiftAider, charges, responsibilities and how we handle information. Read them with your accepted quotation or order form.

1 About these Terms

1.1. These Terms cover GiftAider Breeze and GiftAider Breeze Agency, our online services for preparing, checking, submitting and tracking Gift Aid claims. We are Systematic Marketing Limited, trading as GiftAider, and supply and invoice for the service. The Order identifies your product and, for Agency, the organisations you may act for. Bespoke work, tax advice and preparation of claims for you are included only if expressly agreed.

1.2. You are the organisation named in the accepted quotation or order form (the Order). The person accepting must have authority to act for you. You accept these Terms and their schedules when you accept the Order or expressly accept them during registration, whichever happens first. No signature or countersignature is needed.

1.3. Your term starts when we activate your subscription and make the service available, as recorded in our activation confirmation (the Activation Date). The Order sets out your term, fees, allowances and any additional services. Each Contract Year runs from activation or its anniversary to the day before the next anniversary. For a 29 February start, the anniversary is 28 February in other years. Days mean calendar days unless stated otherwise. The date of these Terms does not start your subscription.

2 Access and availability

2.1. The service is for charities and Community Amateur Sports Clubs eligible to claim Gift Aid. You must maintain the HMRC registrations, access details and authority needed for your claims.

2.2. Each authorised user must use their own account, keep login details secure and stay within their authority. Tell us promptly about suspected unauthorised access. You are responsible for your users, and we remain responsible for our own failures.

2.3. We will provide the service with reasonable skill and care and make reasonable efforts to keep it available and restore it after an outage. We cannot promise uninterrupted or error-free operation. We will give advance maintenance notice where practicable. HMRC availability and processing are outside our control. Any specific availability or resolution commitment must be in the Order.

3 Your subscription

3.1. Your authorised users may use GiftAider for your organisation's Gift Aid work during the subscription. This permission is non-exclusive and cannot be transferred. Unrestricted access depends on compliance with these Terms and payment of all agreed fees. Clause 8 explains restrictions, suspension and ending the service.

3.2. You must not copy, alter, distribute, reverse-engineer or dismantle GiftAider except where law allows; give access to unlicensed people; bypass restrictions; or use it unlawfully. Advisers may use it only as allowed by the Order and under equivalent confidentiality and access restrictions.

3.3. The initial term is one year from activation unless the Order expressly agrees a longer term. It renews automatically for one year at a time unless a longer renewal is expressly agreed or either party gives notice under clause 8.2. Billing intervals and annual price adjustments do not shorten an agreed longer term. The rights to end these Terms in clause 8 still apply.

4 Your claims

4.1. You are responsible for accurate and complete records, valid Gift Aid declarations, eligible donations, lawful use of donor information, and checking and authorising each claim. Our checks help you prepare claims but do not establish every aspect of eligibility or replace tax advice.

4.2. Validated means the records passed GiftAider's checks. Submitted means successful delivery to HMRC has been recorded, not that HMRC has approved or paid the claim. An attempted delivery alone is not a successful submission.

4.3. Confirmed means GiftAider has received and recorded HMRC's confirmation that the claim was received and passed its data checks. It does not mean the claim is eligible, approved for payment or paid. HMRC may later question, adjust or recover it. We record the first confirmation date and time.

4.4. Paid is entered by your authorised user when payment is received; we do not check bank receipts. Neither marking a claim Paid nor receiving a repeat confirmation restarts or pauses retention. The first confirmation starts the period in clause 6.2.

4.5. We track claims to Confirmed using HMRC responses. We cannot guarantee acceptance, processing time, amount or payment date. You must monitor errors and unresolved claims and submit in time to meet deadlines.

4.6. You must correct errors and authorise resubmissions. Check the status of an uncertain submission before trying again, and contact support if needed to avoid duplicates. We provide reasonable help with submission problems caused by the service. You remain responsible for reporting corrections and overclaims to HMRC; clause 9 covers our responsibility for our own errors.

5 Ownership and confidentiality

5.1. Systematic Marketing Limited owns GiftAider and its related intellectual property. Other suppliers retain rights in their components. These Terms give you permission to use the software, not ownership of it.

5.2. You keep your rights in customer data. You allow us to handle it to provide the service, meet legal duties and make the uses described in clause 6, subject to the data protection schedule. We will not sell donor data or use individual donor information in marketing.

5.3. Both parties must keep the other's confidential information secure and use it only for these Terms. It may be shared with people who need it and owe confidentiality duties, or where law requires. This does not cover information lawfully public, independently developed or lawfully obtained without restriction. Clauses 6.12 and 6.13 govern marketing use. Confidentiality continues after the service ends.

6 Your information and records

6.1. Both parties must follow applicable UK data protection law. You decide how donor information is used and we handle it on your behalf under the schedule. We protect customer information when sent and stored, including by encryption. We manage the hosted service and its security; you manage your users and settings. We remain responsible for our software and our own security failures.

6.2. Unless paid retention has been arranged before deletion, donation records and the R68 claim report are deleted from the live service 30 days after the claim first becomes Confirmed. They cannot then be downloaded.

6.3. Deletion also removes associated uploaded files, detailed checking results and donation-level information sent to or received from HMRC. Where a file covers several claims, we remove only information whose retention has ended, replacing the file if needed. Paid retention extends storage only of donation records and R68 reports. Summaries, logs and backups follow the separate rules below.

6.4. We will show the deletion date and email your account contact at least 14 days beforehand. Keep that contact current and download and check the donation records and R68 report in time. A payment or licence hold blocks downloads but does not pause deletion, so records may be deleted while access is restricted. The notice will explain the restriction and how to resolve it. Clause 8.6 provides a separate way to request return of personal information. We remain responsible under clause 9 for failure to give an agreed notice.

6.5. We retain claim summaries linked to your organisation indefinitely, including after you leave. They contain organisation and claim references, submission dates and outcomes, donation counts and financial totals by claim category, the GiftAider system used, and the time taken to prepare and submit a claim and for HMRC to confirm it. We use them for reporting, claim history, usage statistics, capacity planning, troubleshooting and problem tracking. They exclude donor details, individual donation records, uploaded files and R68 reports, and do not replace your own records. Retention does not include continuing account access. Any personal information kept

separately for account or service administration follows our Privacy Policy, not this indefinite summary-retention rule.

6.6. Draft and rejected claims are deleted 90 days after the last edit or attempted submission, whichever is later. We give at least 14 days' warning and an opportunity to download, subject to account holds. Submitted claims awaiting confirmation are kept while unresolved during the subscription, including during a hold, and reviewed at least every 90 days. Confirmation starts the 30-day period. Paid retention protects only their donation records and stored R68 reports. Earlier deletion instructions and the closure rules still apply.

6.7. Optional paid retention keeps donation records and stored R68 reports for all claims, including drafts and rejected claims. Other files and detailed information follow normal deletion rules. It must be agreed before deletion and cannot recover deleted records. The agreed start date and applicable price-list rate are recorded in the Order.

The monthly charge uses the number of donation records held on the last day of the previous month as a measure of storage. We bill in advance on the 1st. Any month or part-month is charged in full. There is no minimum commitment or storage or claim limit. Annual rate adjustments follow clause 8.1B.

Retention renews monthly until cancelled and always ends with your subscription. Email before the next billing date to cancel at the end of the paid month. We confirm the end date and give at least 14 days' notice before expiry, except that a later cancellation is acknowledged promptly without charging another month.

You have 14 days after paid retention ends to export records, or until a later normal deletion date. At account closure the 30-day return window in clause 8.5 applies instead. These windows carry no extra retention charge. Afterwards we delete the records unless you renew while subscribed, a later deletion date or another agreed exception applies, or you ask for earlier deletion. Account holds and the separate right to return of personal information in clause 8.6 still apply.

6.8. You must keep complete records, declarations and supporting evidence for the periods required by HMRC and law, including any longer period needed for enquiries. GiftAider summaries and storage do not replace that responsibility.

6.9. Deleted personal information in backups is put beyond normal use and removed within 60 days of live deletion. We reapply deletions after restoring a backup. Security and operational records are kept for 180 days, unless a documented incident, investigation or legal requirement justifies longer. They must not preserve full donation records, R68 reports or detailed submissions beyond the agreed period. Legally required retention is limited to its purpose and duration. We cannot delete copies held by you or HMRC. Backups do not extend the agreed retention period or guarantee that deleted information can be recovered.

6.10. We keep account, billing and support records only as long as needed for the relevant business or legal purpose. Our published Privacy Policy at <https://giftaider.com/privacy-data-policy/> explains our handling of personal information; our website Cookies Policy explains cookie use. These policies do not override the schedule or your instructions for donor data.

6.11. We use service activity, dates, features used, volumes and relevant account or user references to operate, support and improve GiftAider and administer agreed charges. Detailed activity linked to individual users is deleted or anonymised after 180 days unless a continuing need is documented. Organisation-level usage totals and anonymous statistics may remain indefinitely. This does not extend donor-record retention or introduce extra charges.

6.12. We may keep and use anonymous statistics in marketing, presentations and reports, including after you leave. They must not identify your organisation, users or donors, even when combined with other reasonably available information. We will combine or remove detail as needed to prevent identification. Submitted or confirmed amounts will not be presented as paid; payment figures will be described as customer-recorded where relevant.

6.13. We need your prior written permission to name your organisation, use its logo, attribute figures to it or publish an identifiable case study. Permission must specify the information and use and does not permit publication of donor or user personal information. Accepting these Terms does not give that permission.

7 Support

7.1. Support is by email at info@giftaider.com, Monday to Friday, 09:30 to 17:00 UK time, excluding public holidays in England and Wales. We aim to respond within one working day. Messages outside these hours count as received at 09:30 on the next working day. This is a first-response target, not a guaranteed fix time. Telephone support is excluded unless the Order says otherwise.

7.2. Support covers help with the standard service and investigation of faults. Consult the user guide and provide relevant claim references and error details, using a secure channel for personal information. Training, data cleaning, bespoke work and tax advice require separate agreement and quotation. Chargeable data correction and recovery are explained below.

7.3. Your current subscription includes updated versions and standard corrections within the supported product at no additional licence charge. We manage updates to the hosted service. We will give at least 12 months' notice before ending support for a software version or discontinuing the product.

7.4. Data correction. Work to investigate or correct data problems caused by information entered, supplied or imported by you, or by settings, import mapping or instructions provided by you or someone acting on your behalf, is chargeable separately from standard support. This includes work we carried out correctly in accordance with your instructions.

We will agree the scope and charges with you before starting chargeable work. Where investigation is needed before we can quote for a fix, we will agree that investigation charge first.

7.5. Recovery and limitations. Where correction requires recovery from an available backup or another source, an additional recovery charge applies. This may be necessary where the relevant data is no longer available within the service's applicable retention period.

We cannot guarantee that data can be recovered or corrected. Recovery depends on suitable records being available and their use being permitted. We will explain known limitations before starting and tell you if we find that further work is unlikely to succeed. Agreed investigation and

recovery-attempt charges remain payable even if a fix is not possible, unless we agree otherwise.

You must provide accurate instructions and check corrected data before using it or submitting a claim. Changes within GiftAider do not themselves change a claim already submitted to HMRC.

7.6. Our responsibility. These charges do not apply to work needed to correct problems caused by our own errors or failure to meet these Terms. Our responsibility under clause 9 remains unchanged.

8 Charges renewal and ending the service

8.1. Every subscription has a licence fee covering one user. The Order may add charges for extra users, a percentage of Gift Aid claimed and charges per donation submitted. These are additional to the licence fee. There is no charge based on the number of donors. Rates and allowances follow the applicable price list identified in the Order unless an accepted individual quotation overrides them.

Percentage charges apply only above the monthly free allowance in your price list or quotation. The allowance applies once per customer, shared across all organisations managed through an Agency subscription.

The first submission to HMRC is chargeable even if later rejected or abandoned. Correcting and resubmitting the same claim is free, including changes to its donation count or amount. Repeat delivery attempts and these resubmissions are excluded from both percentage and per-donation charges. No additional submission charge applies to a corrected resubmission. Separately agreed data-correction or recovery work remains chargeable under section 7.

We invoice on the 1st of each month: licence and extra-user fees for that month in advance, and variable charges for the previous month, calculated at its end. Any month or part-month of fixed-fee service is charged in full.

Each extra user is charged for at least three billing months. The month added counts as the first and is charged in full. After that minimum, removing a user stops charges from the next billing month.

Pay invoices within 14 days. Normal Direct Debit collection delays within that period are not overdue. Prices are in pounds sterling, excluding VAT where applicable. Additional services, including setup, migration and training, are quoted and accepted separately. Paid retention follows clause 6.7. Monetary rates and totals are rounded to the nearest penny; exact halfway amounts round to the nearest even penny. Calculation precision is kept until rounding.

8.1A. On 1 June we update scheduled fixed fees and fixed unit rates by the latest positive annual UK all-items Consumer Prices Index rate published by the Office for National Statistics by 31 May. Zero or negative inflation leaves prices unchanged. Each increase builds on the previous scheduled price. Rates are rounded as in clause 8.1. This covers licence, extra-user, fixed usage and paid-retention rates unless the Order expressly excludes a charge. Changes in usage can separately change your bill. If the index ends, we must agree a replacement before using it.

8.1B. Your starting rates are protected for the first Contract Year. On each anniversary, including within a longer term, the latest 1 June schedule applies for the following year unless the Order agrees different protection. An increase is not applied twice. A 1 June anniversary uses that day's schedule. We notify you of the index rate, new prices and their start date when the schedule is set and before billing them. If a monthly licence, extra-user or retention period crosses an anniversary, the old and new rates apply for their respective calendar days. This splits the rates, not the full-month charge for part-month service. Agreed inflation adjustments need no new Order.

8.2. Either party can stop renewal by emailing at least 30 days before the term ends, unless the Order agrees another period. We will send a reminder at least 60 days before the end, stating the renewal date and notice deadline. If it is late, you have 30 days from the reminder to give notice. If renewal has already happened, your notice ends the service when received and we refund unused prepaid renewal fees. Renewal needs no new acceptance. A payment hold does not pause the term or prevent renewal.

8.3. We may put your account on hold if agreed fees remain overdue after 14 days' written notice, or your subscription has expired without renewal. Uploading, checking, viewing and tracking existing claims and recording payment remain available; submissions, resubmissions and downloads or exports of records and reports are blocked. We restore them promptly when overdue fees are paid and the licence is current. Retention and deletion continue. Clause 8.6 still applies.

8.3A. We may also restrict access as reasonably necessary for unlawful use, a serious security risk or serious breach. We give notice where practicable, keep restrictions proportionate and restore access promptly when resolved. Suspension does not change deletion dates.

8.4. Either party may end these Terms for a serious breach not put right within 30 days of written notice describing it, or immediately if it cannot be put right. Stopping use or cancelling for convenience does not end your term, cancel its fees or create a refund. If you end the service for our uncorrected serious breach, or we permanently discontinue it without your fault, we refund prepaid fees for the unused affected period. Clause 9 continues to apply.

8.5. When your subscription ends, normal use and paid retention end. For 30 days we provide export-only access or secure delivery of records still held; deleted records cannot be recreated. We keep those records through that window unless you request earlier deletion or law requires it. Account holds still block self-service downloads, but clause 8.6 applies. We then return or delete personal information as you choose under the schedule. Summaries follow clause 6.5. We identify known pending claims in the export; further HMRC tracking needs separate agreement.

8.6. If a hold or security concern prevents downloads, contact our data protection contact to request return of personal information. We will provide any return required by the schedule or law through a secure alternative, without requiring payment of outstanding fees. This does not restore submissions or self-service downloads. Outstanding fees, confidentiality, clause 9 and applicable data duties continue after termination.

9 Responsibility and limits

9.1. Nothing here limits responsibility for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or anything the law does not allow us to limit.

9.2. Subject to clause 9.1, our total responsibility for all claims connected with these Terms is limited to £1,000,000 over their whole life, including renewals. It covers all Orders, the service, paid retention and the schedule, whatever the legal basis of the claim, including negligence. It is not a separate limit per claim, incident, Order or year. Events after termination count within the same limit.

9.3. Subject to clause 9.1, neither party is responsible to the other for indirect or consequential loss, or lost anticipated profits, revenue, business opportunities or goodwill. This does not exclude otherwise recoverable direct, reasonable costs of correcting submissions or restoring data, or direct loss of Gift Aid, caused by our breach. Our responsibility remains within clause 9.2.

9.4. We are not responsible to the extent loss is caused by inaccurate or unlawful data, missing declarations or authority, failure to follow our reasonable written instructions, or HMRC decisions, delays or outages outside our reasonable control. We remain responsible for our own contribution to loss and failure to use reasonable skill and care.

9.5. Deletion in line with these Terms is part of the service. Subject to this section, we remain responsible for wrongful deletion or failure to provide an agreed export opportunity. Both parties must take reasonable steps to reduce their losses.

9.6. The limit does not depend on insurance cover or payment. It does not limit the legal rights of individuals or regulators. We remain responsible for work carried out on our behalf under these Terms and the relevant schedule.

10 Claims by other people

10.1. You must reimburse reasonable losses, damages and costs awarded or agreed in settling a third-party claim, to the extent caused by your knowingly unlawful use of GiftAider or use of data without the necessary rights or authority. This does not cover our own breach, negligence or unlawful use of data.

10.2. We must tell you promptly, take reasonable steps to reduce loss, cooperate reasonably at your expense and let you manage the defence through competent advisers. A settlement needs our consent if it imposes an admission, a non-financial obligation or a cost you do not reimburse; we will not unreasonably refuse. We may participate at our own expense. The same loss cannot be recovered twice.

11 Changes to the service or Terms

11.1. We may improve the service and make security updates without materially reducing the core features you purchased during your term. We will give at least 30 days' notice of material changes to the service or these Terms. Urgent legal or security changes may happen sooner, with notice as soon as reasonably practicable. Ending support for a software version or discontinuing the product requires the 12 months' notice in clause 7.3.

11.2. If a change materially disadvantages you during a prepaid term, you may end the affected service before it takes effect, or within 30 days of notice of an urgent change, and receive a refund of unused prepaid fees. Changes to data handling must also follow the data protection schedule. Fees change only under clause 8; its agreed inflation adjustments do not create this cancellation right.

12 Applicable law

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 Documents and notices

13.1. These Terms replace previous discussions and agreements about this service. The data protection schedule takes priority for personal information; the accepted Order takes priority for agreed scope, fees and retention choices; these Terms otherwise apply. Changing clause 9 requires an explicit reference to it and written acceptance by both parties, including by email. The Privacy Policy explains data use but does not override these commitments.

13.2. Send notices to the email addresses in the Order, or otherwise to info@giftaider.com for us and your nominated account contact for you. Notices take effect on the next business day after sending if no delivery failure is received. This does not apply to court documents.

13.3. If one provision cannot be enforced, the others remain in effect. Delay in exercising a right does not give it up. Neither party may transfer these Terms without the other's written consent, which must not be unreasonably refused. The data protection schedule governs suppliers handling personal information for us. Third parties have no rights to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999; their statutory rights are unaffected.

14 Contact details

Systematic Marketing Limited trading as GiftAider
Registered in England. Company number: 02472380
Registered Office: Unit 8, Halo Business Park, Cray Avenue, Orpington, BR5 3FQ
Email: info@giftaider.com
Phone: 020 3488 1072
Website: <https://giftaider.com>

Schedule 1 Protecting personal information

1 Information covered

This schedule applies while we handle personal information for your Gift Aid service, including storage, paid retention and backup deletion. You decide its use (the controller); we act on your instructions (the processor). We receive, check, organise, store, submit, retrieve, export and delete claim information and provide support. It concerns donors and your relevant users or contacts: names, addresses, donation dates and amounts, Gift Aid details and relevant claim and user references. Do not upload unnecessary sensitive information. Each party is separately

responsible for information it uses for its own purposes, such as account administration and billing, as explained in its privacy information. This does not permit indefinite retention of personal donor information.

2 Your instructions

We use personal information only on your written instructions, including agreed retention and deletion rules, unless UK law requires otherwise. We tell you before legally required processing unless prohibited, and promptly tell you if we believe an instruction breaks data protection law. You must have lawful authority, provide required privacy information and give lawful instructions. Changes must be recorded in writing. You authorise anonymous statistics under clause 6.12; this does not extend personal-data retention or allow donor information in marketing.

3 Keeping information secure

Only authorised people with confidentiality duties may access your information. We maintain safeguards appropriate to risk, including access controls, encryption when information is sent and stored, incident handling, backups, recovery and regular security testing. We will not materially reduce the agreed protection.

4 Other suppliers and locations

You authorise suppliers we identify to you in writing, with their purpose and processing locations, before they handle your information for us. This includes any separate company in our group. We give at least 30 days' notice of additions or replacements and consider reasonable data protection objections. We seek an alternative or other solution; if none is reasonable before the change, either party may end the affected service with a refund of unused prepaid fees and the agreed data return arrangements. Suppliers must accept equivalent data protection duties and we remain responsible for them. Transfers abroad that require safeguards under UK law need your recorded authorisation and those safeguards, which we identify to you.

5 Help with data protection

We will give appropriate help with individuals' requests and your duties for security, breach reporting, risk assessments and consultation with regulators, taking account of the information and work involved. We promptly forward requests about your data and only answer on your instructions unless law requires otherwise. Any separately chargeable help must be reasonably priced and agreed in advance. We will not delay urgent statutory help while agreeing fees or charge you to correct our own breach.

6 Data breaches

We will tell you without undue delay when we become aware of a personal data breach affecting your information, within 24 hours where practicable. We provide available details of what happened, the records and people affected, likely consequences, contact details and action taken, updating you as more becomes known. We help contain the breach and meet notification duties. The 24-hour aim does not allow an avoidable delay.

7 Information and checks

We will provide information needed to show compliance with our processing duties under UK GDPR Article 28 and allow and assist audits or inspections by you or your independent auditor. Reasonable notice, confidentiality and protection of other customers apply without preventing urgent or regulatory checks. Assurance reports may be used where sufficient but do not remove your audit rights.

8 Returning and deleting information

At the end of processing, we securely return or delete your personal information as you choose and delete copies unless UK law requires retention. Clause 8.5 gives a 30-day return window; without another instruction, we then delete. Backup deletion follows clause 6.9. We confirm completion on reasonable request. The summaries in clause 6.5, organisation-level usage totals and anonymous statistics may remain indefinitely. This does not permit indefinite retention of donor information. Any personal information kept for our own lawful purposes must be necessary and covered by the purposes, legal basis and retention explained in our Privacy Policy.

9 Contacts and responsibility

Your contact is the data protection contact in the Order, or your nominated account contact. Ours is the Data Protection Officer at dpo@smxi.com. Both parties retain their legal duties. Clause 9 applies to claims between us without limiting rights or responsibilities that law does not allow us to limit.