**THIS AGREEMENT** is made on the                  day of                                   2024

**BETWEEN**

1. **STREEVA LTD** (trading as Swiftaid), a company incorporated and registered in England and Wales with company number 09451226 whose registered office is at Carsize Barn Carsize, Leedstown, Hayle, Cornwall, England, TR27 5EX ("**Swiftaid**"); and
2. [*Name of Charity*], a private company limited by guarantee incorporated in [England and Wales] with company number [*add company number*], and registered as a charity in [England & Wales] with charity number [*add charity number*], whose registered office is at [*add* *registered office address*] ("**Charity**"),

each a **Party** and together the **Parties**.

**BACKGROUND**

1. Swiftaid is in the business of facilitating and administering Gift Aid on qualifying donations made to UK registered charities.
2. The Charity has agreed to appoint Swiftaid as its nominee and to provide the Swiftaid Services, and Swiftaid has agreed to act as the charity’s nominee and to provide the Swiftaid Services, on and subject to the terms set out in this Agreement.

**OPERATIVE PROVISIONS**

1. **Interpretation**

The following definitions and rules of interpretation apply in this Agreement.

* 1. Definitions

| 1. **Anonymised Dataset** | 1. a set of data, which is comprised of only Anonymised Personal Data. |
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| 1. **Anonymised Personal Data** | 1. data and information which (a) does not relate to an identified or identifiable individual, or (b) comprises personal data rendered anonymous in such a manner that the data subject (as defined in UK Data Protection Law) is not, or is no longer, identifiable. |
| 1. **Business Day** | 1. a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| 1. **Charity Personal Data** | 1. any personal data which Swiftaid processes in connection with this Agreement, in the capacity of a processor on behalf of the Charity. |
| 1. **Commissioner** | 1. the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018). |
| 1. **Donor** | 1. an individual UK taxpayer who makes a Qualifying Donation to the Charity. |
| 1. **Fees** | 1. the sums payable for the Swiftaid Services, as set out in Schedule 2. |
| 1. **GASDS** | 1. the Gift Aid Small Donations Scheme. |
| 1. **Gift Aid** | 1. the UK government scheme which enables registered charities to reclaim tax on donations made by UK taxpayers to effectively increase the amount of the donation. |
| 1. **HMRC** | 1. HM Revenue & Customs. |
| 1. **Intellectual Property Rights** | 1. patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| 1. **Qualifying Donation** | 1. a gift made by an individual to the Charity that is a ‘qualifying donation’ as defined in section 416 of the Income Tax Act 2007. |
| 1. **Purpose** | 1. has the meaning given in clause 9.6.1. |
| 1. **Swiftaid Services** | 1. the services as set out in Schedule 1. |
| 1. **UK Data Protection Law** | 1. all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including (i) the UK GDPR, (ii) the Data Protection Act 2018, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and (iv) the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a Party. |
| 1. **UK GDPR** | 1. has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. |
| 1. **VAT** | 1. value added tax chargeable in the UK. |

* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
  2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
  4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  6. This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party’s personal representatives, successors and permitted assigns.
  7. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time, and a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
  8. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
  9. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
  10. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. **Commencement and duration**
   1. This Agreement shall commence on the date when it has been signed by all the Parties (the **Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 12 (Termination) or clause 2.2, for a period of twelve (12) months from the Commencement Date (the **Initial Term**) and shall automatically extend for a period of twelve (12) months (an **Extended Term**) at the end of the Initial Term and at the end of each Extended Term.
   2. Either Party may give notice to the other Party, not later than three (3) months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
2. **Swiftaid Services**
   1. Swiftaid shall use reasonable endeavours to provide the Swiftaid Services in all material respects in accordance with this Agreement.
   2. It is the Charity’s responsibility to ensure that all donations identified to Swiftaid are eligible for Gift Aid (as Gift Aid will be processed on all donations identified to Swiftaid).
3. **Charity’s obligations**
   1. The Charity authorises Swiftaid to act as its nominee to submit claims for Gift Aid on behalf of the Charity to HMRC based on (a) Gift Aid declarations received from Donors on behalf of the Charity and/or (b) Gift Aid declarations given to the Charity by Swiftaid as a donor intermediary on behalf of Donors.
   2. If HMRC requests information from Swiftaid to carry out compliance checks, the Charity agrees to provide, in a timely manner, all reasonable assistance as requested by Swiftaid.
   3. The Charity is responsible for ensuring donations meet the conditions for Qualifying Donations, and the Charity shall indemnify Swiftaid against any and all fines, penalties or other costs and expenses incurred by Swiftaid in connection with any act or omission of the Charity or any other third party other than in accordance with this Agreement.
   4. The Charity shall:
      1. co-operate with Swiftaid in all matters relating to the Swiftaid Services; and
      2. provide to Swiftaid (or authorise a third party to provide to Swiftaid) in a timely manner all documents, information, items and materials in any form (whether owned by the Charity or third party) reasonably required by Swiftaid in connection with the Swiftaid Services and ensure that they are accurate and complete in all material respects.
4. **Warranties**
   1. The Charity warrants and represents to Swiftaid that:
      1. donations identified to Swiftaid as being eligible for Gift Aid meet the conditions for Qualifying Donations;
      2. the Charity has not claimed, and will not claim, or allow any third party to claim, any Gift Aid benefit (including GASDS) on (a) any previously-identified donations, without first confirming to Swiftaid or (b) any Qualifying Donation for which Swiftaid has submitted a claim for Gift Aid on behalf of the Charity to HMRC; and
      3. Swiftaid will be notified if the Charity becomes aware that it has been overpaid by HMRC for any Gift Aid claims made by Swiftaid on behalf of the Charity.
   2. Except as expressly provided in this Agreement, all conditions and warranties (express or implied, statutory or otherwise) are excluded, to the fullest extent permitted by applicable law.
5. **Fees and payment**
   1. In consideration of the provision of the Swiftaid Services by Swiftaid, the Charity shall pay the Fees. No charges or fees are charged to Donors in relation to the receipt of Gift Aid declarations from Donors on behalf of the Charity or the giving of Gift Aid declarations to the Charity by Swiftaid on behalf of Donors.
   2. Swiftaid shall invoice the Charity for the Fees at the end of each month or as otherwise agreed with the Charity. For monthly invoicing, each invoice shall relate to the Swiftaid Services performed during the relevant month.
   3. The Charity shall pay each invoice submitted to it by Swiftaid within 14 days of receipt to a bank account nominated in writing by Swiftaid from time to time.
   4. Without prejudice to any other right or remedy that it may have, if the Charity fails to pay Swiftaid any sum due under this Agreement on the due date:
      1. the Charity shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5.1 will accrue each day at 4% a year above the Bank of England’s base rate from time to time; and
      2. Swiftaid may suspend all or part of the Swiftaid Services until payment has been made in full.
   5. All sums payable to Swiftaid under this Agreement:
      1. are exclusive of VAT, and the Charity shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
      2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
6. **Transaction Data**

The Charity may authorise third-party providers to send donation information directly to Swiftaid. The Charity authorises Swiftaid to store and use such donation information for the purposes of creating relevant Gift Aid declarations.

1. **Intellectual property rights**
   1. All Intellectual Property Rights in and to the Swiftaid Services belong to Swiftaid. The Charity shall not have any right, title or interest in or to any such Intellectual Property rights.
   2. All Intellectual Property Rights in and to the Charity’s name and logo belong to the Charity. The Charity hereby grants to Swiftaid a non-exclusive, royalty-free, non-transferable licence to use the Charity’s name and logo for marketing purposes when using the Swiftaid Services. The Charity further hereby consents to Swiftaid displaying the Charity’s name and/or logo on Swiftaid’s website and promotional material as an entity with whom Swiftaid is working.
2. **Data protection**
   1. For the purposes of this clause 9, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
   2. Both Parties will comply with all applicable requirements of UK Data Protection Law. This clause 9 is in addition to, and does not relieve, remove or replace, a Party’s obligations or rights under UK Data Protection Law.
   3. The Parties have determined that for the purposes of UK Data Protection Law Swiftaid shall process the personal data as set out in paragraph 1 of Schedule 3 as a processor on behalf of the Charity.
   4. Without prejudice to clause 9.2, the Charity retains control of the Personal Data and will ensure that it has all necessary appropriate consents and notices in place to ensure its compliance under the Data Protection Legislation to enable lawful transfer of Charity Personal Data to Swiftaid for the duration and purposes of this Agreement.
   5. In relation to the Charity Personal Data, Schedule 3 sets out the scope, nature and purpose of processing by Swiftaid, the duration of the processing and the types of personal data and categories of data subject.
   6. Without prejudice to clause 9.2, Swiftaid shall, in relation to Charity Personal Data:
      1. process that Charity Personal Data only to the extent, and in such a manner, as is necessary to accord with the documented instructions of the Charity, which shall be to process the Charity Personal Data for the purposes set out in Schedule 3 (Processing, personal data and data subjects), unless Swiftaid is required by applicable law to otherwise process that Charity Personal Data (**Purpose**). Where Swiftaid is relying on applicable law as the basis for processing Charity Personal Data, Swiftaid shall notify the Charity of this before performing the processing required by the applicable law unless such applicable law prohibits Swiftaid from so notifying the Charity on important grounds of public interest. Swiftaid shall inform the Charity if, in the opinion of Swiftaid, the instructions of the Charity infringe UK Data Protection Law;
      2. implement the technical and organisational measures set out in Schedule 3 (Processing, personal data and data subjects) to protect against unauthorised or unlawful processing of Charity Personal Data and against accidental loss or destruction of, or damage to, Charity Personal Data, which the Charity has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
      3. ensure that any personnel engaged and authorised by Swiftaid to process Charity Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
      4. assist the Charity insofar as this is possible (taking into account the nature of the processing and the information available to Swiftaid), and at the Charity’s cost and written request, in responding to any request from a data subject and in ensuring the Charity’s compliance with its obligations under UK Data Protection Law with respect to security, breach notifications, impact assessments, data subject’s rights and consultations with supervisory authorities or regulators;
      5. notify the Charity without undue delay on becoming aware of a personal data breach involving the Charity Personal Data;
      6. at the written direction of the Charity, delete or return Charity Personal Data and copies thereof to the Charity on termination of this Agreement unless Swiftaid is required by applicable law to continue to process that Charity Personal Data. For the purposes of this clause 9.6.6, Charity Personal Data shall be considered deleted where it is put beyond further use by Swiftaid; and
      7. maintain records to demonstrate its compliance with this clause 9, and allow for reasonable audits by the Charity or the Charity’s designated auditor, for this purpose, on reasonable written notice.
   7. The Charity provides its prior, general authorisation for Swiftaid to:
      1. appoint sub-processors to process the Charity Personal Data, provided that Swiftaid:
         1. shall ensure that the written terms on which it appoints such sub-processors comply with UK Data Protection Law, and are consistent with the obligations imposed on Swiftaid in this clause 9;
         2. shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of Swiftaid; and
         3. shall inform the Charity of any intended changes concerning the addition or replacement of any of the sub-processors, thereby giving the Charity the opportunity to object to such changes provided that if the Charity objects to the changes and cannot demonstrate, to Swiftaid’s reasonable satisfaction, that the objection is due to an actual or likely breach of UK Data Protection Law, the Charity shall indemnify Swiftaid for any losses, damages, costs (including legal fees) and expenses suffered by Swiftaid in accommodating the objection; and
      2. transfer Charity Personal Data outside of the UK as required for the Purpose, provided that Swiftaid shall ensure that all such transfers are effected in accordance with UK Data Protection Law.
   8. If so requested by the Charity at any time, Swiftaid agrees to provide to the Charity a copy of the written agreement between Swiftaid and any sub-processor appointed by Swiftaid to process the Charity Personal Data (which agreement may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement).
   9. Paragraph 3 of Schedule 3 sets out details of those sub-processors who, as at the Commencement Date, Swiftaid has appointed to process Charity Personal Data for the Purpose.
   10. The Charity hereby authorises Swiftaid to anonymise the Charity Personal Data and use the resulting Anonymised Personal Data to create an Anonymised Dataset. This Anonymised Dataset will be used by Swiftaid for the purposes of generating reports and statistical information which may be shared with third parties. For the avoidance of doubt, such reports and statistical information will not include the name of the Charity, the name of any Donor or any Charity Personal Data.
3. **Confidentiality**
   1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 10.2.
   2. Each Party may disclose the other Party’s confidential information:
      1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party’s rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party’s confidential information comply with this clause 10; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. Neither Party shall use the other Party’s confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
4. **Limitation of liability**
   1. References to liability in this clause 11 include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
   2. Nothing in this this clause 11 shall limit the Charity’s payment obligations under this Agreement.
   3. Nothing in this Agreement shall limit the Charity’s liability under the indemnities in clauses 4.3 and 9.7.1.
   4. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
      1. death or personal injury caused by negligence; and
      2. fraud or fraudulent misrepresentation.
   5. Subject to clauses 11.3 and 11.4, neither Party shall be liable to the other Party for any:
      1. loss of profits;
      2. loss of sales or business;
      3. loss of agreements or contracts;
      4. loss of anticipated savings;
      5. loss of use or corruption of software, data or information;
      6. loss of or damage to goodwill; or
      7. indirect or consequential loss.
   6. Subject to clause 11.4 and 11.5, Swiftaid’s total liability to the Charity for all loss or damage which arises in connection with this Agreement in any contract year shall not exceed an amount equal to the Fees paid by the Charity during such contract year. For the purposes of this clause 11.6, a ‘contract year’ means a 12 month period commencing with the date of this agreement or any anniversary of it.
5. **Termination**
   1. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:
      1. the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so;
      2. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
      3. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
      4. the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
      5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
      6. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
      7. the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
      8. a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
      9. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party’s assets and such attachment or process is not discharged within 14 days;
      10. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.2 to clause 12.1.9 (inclusive);
      11. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
   2. Without affecting any other right or remedy available to it, Swiftaid may terminate this Agreement with immediate effect by giving written notice to the Charity if the Charity fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified to make such payment.
6. **Obligations on termination and survival**
   1. **Obligations on termination** 
      1. On termination of this Agreement, the Charity shall immediately pay to Swiftaid all of Swiftaid’s outstanding unpaid invoices and interest and, in respect of the Swiftaid Services supplied but for which no invoice has been submitted, Swiftaid may submit an invoice, which shall be payable immediately on receipt.
      2. Within 30 days following termination of this Agreement Swiftaid shall, at the direction of the Charity, either (a) return all Charity Personal Data passed to Swiftaid by the Charity for processing, or (b) on receipt of instructions from the Charity, destroy all such data unless Swiftaid is prohibited from doing so by any applicable law.
      3. Following termination of this Agreement Swiftaid shall use its reasonable endeavours to ensure that each sub-processor appointed by Swiftaid to process Charity Personal Data shall, at the direction of the Charity, either (a) return all Charity Personal Data passed to the sub-processor by Swiftaid for processing, or (b) on receipt of instructions from the Charity, destroy all such data unless the sub-processor is prohibited from doing so by any applicable law.
   2. **Survival**
      1. On termination of this Agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 7 (Intellectual property rights), clause 10 (Confidentiality), clause 11 (Limitation of liability), clause 13 (Consequences of termination), clause 17 (Waiver), clause 19 (Severance), clause 21 (Conflict), clause 27 (Governing law) and clause 28 (Jurisdiction).
      2. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
7. **Force majeure**
   1. **Force Majeure Event** means any circumstance not within a Party’s reasonable control.
   2. Provided it has complied with clause 14.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the **Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
   3. The Affected Party shall:
      1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
      2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
   4. If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than three (3) months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving two weeks’ written notice to the Affected Party.
8. **Assignment and other dealings**

This Agreement is personal to the Charity and the Charity shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

1. **Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

1. **Waiver**
   1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
   2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
2. **Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. **Severance**
   1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
   2. If any provision or part-provision of this Agreement is deemed deleted under clause 19.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. **Entire agreement**
   1. This Agreement constitutes the entire agreement between the Parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
3. **Conflict**

If there is an inconsistency between any of the provisions of the main body of this Agreement and the provisions of the Schedules, the provisions of the main body of this Agreement shall prevail.

1. **No partnership or agency**
2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party (except as stated in clause 4.1), or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
   1. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
3. **Third party rights**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

1. **Notices**
   1. Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.
   2. Any notice shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address; or
      2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
   3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
2. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

1. **Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1. **Jurisdiction**

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

1. **Swiftaid Services**

Swiftaid will claim Gift Aid on Qualifying Donations identified to Swiftaid on the Charity’s behalf where Swiftaid has authority to do so from the Donor. In particular, Swiftaid shall:

match donations made to the Charity to UK taxpayers who have authorised Swiftaid as a donor intermediary;

provide Gift Aid declarations for these donations; and

claim the Gift Aid from HMRC on behalf of the Charity.

1. **Fees**

The Fees for the Swiftaid Services are 10% of Gift Aid for all Gift Aid found and claimed.

1. **Processing, Personal Data and Data Subjects**
   * + 1. **Particulars of processing**
          1. Subject matter of the processing: donation information containing personal data to allow the creation of Gift Aid declarations.
          2. Duration of the processing: matching donation information against possible donors should be performed within 30 days of receipt of the donation information from the Charity.
          3. Nature of the processing: personal data is used to match the donation to a donor who has authorised Swiftaid as a donor intermediary. Where a match is made, a Gift Aid declaration is created on the donor's behalf to allow Gift Aid to be added to the donation. Charity Personal Data may also be used to create an Anonymised Dataset, to generate reports and provide statistical information.
          4. Purpose of the processing: to enable the creation of Gift Aid declarations by individuals who have given Swiftaid authorisation to do so.
          5. Types of personal data: (a) first name and surname (b) home address (c) email address and (d) card information - PAR (Payment Account Reference) and last 4 digits.
          6. Categories of data subject: donors to the Charity.
       2. **Technical and organisational measures**

Swiftaid is certified for both ISO 27001 (Information Security) and ISO 22301 (Business Continuity).

**ISO 27001 - Information Security Management**

ISO 27001 focuses on establishing, implementing, maintaining, and continuously improving an Information Security Management System. For a company processing personal data, particularly from charities, this standard ensures the confidentiality, integrity, and availability of information.

Technical Measures:

Encryption: Swiftaid implements robust encryption protocols for storing and transmitting personal data, ensuring confidentiality and integrity. This includes using bank level security where data is in transit and at rest.

Access Control: Access to personal data is strictly controlled through authentication and authorisation mechanisms. This includes the use of multi-factor authentication, role-based access control, and the principle of least privilege to ensure individuals can only access data necessary for their role.

Data Masking and Anonymisation: When processing or analysing personal data, Swiftaid employs data masking and anonymisation techniques to protect individual identities, ensuring data is not attributed to any identified or identifiable natural person without the use of additional information.

Security Monitoring and Incident Response: Continuous monitoring of Swiftaid’s IT infrastructure allows Swiftaid to detect and respond to security incidents in real-time. Swiftaid has an established incident response plan that outlines roles, responsibilities, and procedures for managing and reporting breaches.

Organisational Measures:

Information Security Policy: Swiftaid maintains a comprehensive information security policy, reviewed and updated regularly, that defines Swiftaid’s commitment to protecting personal and sensitive information.

Employee Training and Awareness: All employees undergo regular training on information security and data protection principles, including the safe handling of personal data, recognising phishing attempts, and the importance of maintaining data confidentiality.

Risk Management: Swiftaid conducts regular risk assessments to identify, evaluate, and address information security risks, including those related to personal data processing. This involves evaluating the impact and likelihood of various security threats and implementing appropriate controls to mitigate identified risks.

Vendor Management: Swiftaid ensures that all third-party vendors who process personal data on its behalf adhere to equivalent information security and data protection standards. This includes conducting due diligence and incorporating data protection requirements into contracts.

**ISO 22301 - Business Continuity Management**

ISO 22301 emphasises the importance of planning, establishing, implementing, operating, monitoring, reviewing, maintaining, and continually improving a documented management system to protect against, reduce the likelihood of occurrence, prepare for, respond to, and recover from disruptive incidents.

Technical Measures:

Data Backup and Recovery: Regular backups of personal data are performed, with secure, off-site storage to ensure data can be recovered following an incident. Recovery procedures are regularly tested to ensure quick restoration of data.

Redundancy and Failover Systems: Critical systems have redundant components and failover capabilities to maintain availability in the event of a hardware failure or other disruptions.

Organisational Measures:

Business Continuity Plan (BCP): Swiftaid has a comprehensive BCP that outlines procedures for maintaining and restoring business operations in the event of a disruption, including data processing activities for charities.

Training and Drills: Employees are trained on their roles within the BCP, including conducting regular drills to ensure preparedness for various scenarios.

Supply Chain Continuity: Swiftaid works closely with its suppliers and partners to ensure they have adequate business continuity measures in place, minimising the impact of disruptions on shared operations.

* + - 1. **Sub-Processors**

The following sub-processors are applicable for the Swiftaid Services:

| **Sub-processor** | **Purpose** | **Data residency** | **Website** |
| --- | --- | --- | --- |
| Jotform | Receiving submissions | EU | https://www.jotform.com |
| Google | Secure data storage / email | EU | https://workspace.google.com/ |
| Microsoft Azure | Hosts the Swiftaid Services | EU | https://azure.microsoft.com/en-gb/ |
| Amazon AWS | Nightly Backups / Emails | EU | https://aws.amazon.com/ |

| Signed by Beth Michael for and on behalf of **Streeva Ltd** |  | ....................  Director and COO |
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| Signed by [*name of Charity Trustee*] for and on behalf of [*Name of Charity*] |  | ....................  Charity trustee |
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