



CLIENT AUTHORISATION AGREEMENT



Via DocuSign

CLIENT AUTHORISATION AGREEMENT

This is our authorisation to commence work on your behalf

INSERT COMPANY NAME AS PER COMPANIES HOUSE (Client)
hereby authorises Data Cubed Ltd to provide Services as outlined below:

Your Name:

Your Email:

Your Signature:

Date:

Project description: XXXX as described in the Proposal called XXXX dated XXXX

Start date for project: XXXX

Charges: £XXX + VAT

Payment terms: Charges shall be invoiced in advance, as specified in the Proposal and the Terms hereto.

TERMS & CONDITIONS

1. Interpretation

In these Terms:

- "CLIENT" means **Company Name**, registered in England & Wales with company number **XXXXXXXX** & with the registered office of **address** to whom the Services are to be provided;
- "COMMENCEMENT DATE" means the date agreed with the Client or the date on which DATA³ receives the Client's signed authorisation form;
- "DATA³" means Data Cubed Limited, registered office at 27 Queen Square, Bristol, England, BS1 4ND (Registration Number: 08136803)
- "DELIVERABLES" means the product of the Services;
- "INTELLECTUAL PROPERTY" means all intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name;
- "PROPOSAL" means the proposal document provided on **[DATE]** to which these Terms are referred;
- "SERVICES" means the service(s) to be provided to the Client as per the Proposal;
- "TERMS" mean these terms and conditions including any terms which may be specifically incorporated by written agreement between the parties.

2. Services

- 2.1 DATA³ shall provide the Services to the Client subject to these Terms in accordance with the Proposal using reasonable care and skill.
- 2.2 This is a **[INSERT CLIENT TYPE (monthly/project) & TIMELINE]** as outlined in the Proposal.
- 2.3 Any changes or additions to the Services or these Terms must be agreed in writing.
- 2.4 The provision of the Services will commence on the Commencement Date and upon completion of the Services these Terms shall automatically terminate.
- 2.5 The Client agrees that it will provide DATA³ with all the relevant information, documents and material that DATA³ needs or requests for provision of the Services. The Client also accepts that if it delays or fails to provide DATA³ with these, this may impact DATA³'s ability to meet previously agreed timescales and DATA³ shall not be responsible or liable to the Client for any such delays.

3. Charges

- 3.1 The Client shall pay the charges for the provision of the Services as set out in the Proposal ("Charges").
- 3.2 DATA³ shall be entitled to invoice its Charges **in advance** of the Commencement Date or as otherwise set out in the Proposal.



- 3.3 All invoices shall be paid by the Client within **15 days** of the date of the invoice.
- 3.4 In the event that the Client fails to pay any sums due to DATA³ within 7 days of falling due, DATA³ reserves the right to:
- a) suspend the Services;
 - b) charge interest at an annual rate of 4% above the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment; and
 - c) take steps to enforce payment, including legal action, and DATA³ may charge the Client its legal expenses for doing so.

4. Intellectual Property

- 4.1 Subject to payment in full and cleared funds of all sums due to DATA³ by the Client under these Terms and the provisions of clause 4.2, the Deliverables and any Intellectual Property comprising the Deliverables will become the sole property of the Client. The use of the Deliverables by the Client will not be restricted in any manner.
- 4.2 Any of DATA³'s Intellectual Property used by DATA³ in the provision of the Services and contained within the Deliverables shall remain the exclusive property of DATA³ and nothing in these Terms shall transfer nor be deemed to transfer DATA³'s Intellectual Property rights to the Client or any third party.

5. Warranties and Liability

- 5.1 The Client will retain sole responsibility for the development, operation and maintenance of its data source(s) and data system(s) and for all data that appears on it, including its technical operation, the accuracy of data and for ensuring that data do not violate or infringe upon the rights of any third party and that any data are not obscene, defamatory, libelous or otherwise illegal. DATA³ disclaims all liability for all matters relating to the development, operation, maintenance, and contents of the Client's database(s).
- 5.2 DATA³ warrants to the Client that any Deliverables under these Terms do not violate or infringe upon the Intellectual Property rights of any third party.
- 5.3 Nothing in these Terms limits or exclude anything than cannot be limited or excluded by law, including death or personal injury, fraud or fraudulent misrepresentation, wilful misconduct or deliberate default of the parties, for any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession).
- 5.4 Neither party will be liable to the other for any loss suffered by the other, whether direct or indirect, immediate or consequential, arising in contract, tort (including negligence), breach of statutory duty, or otherwise, which falls in any of the following categories:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of business opportunity;
 - d) loss of agreements or contracts;

- e) loss of anticipated savings;
- f) loss or corruption of data;
- g) loss of, or damage to, goodwill or reputation;
- h) indirect or consequential loss; or
- i) special damages, even in the event that the relevant party was aware of circumstances in which the same could arise.

5.5 DATA³'s liability to the Client under these Terms is limited to the total Charges paid by the Client in the 12 months before the claim arose.

6. Termination

6.1 In the event that either party wishes to terminate these Terms, it shall serve 30 days' written notice on the other, and DATA³ shall issue a final invoice for the Services rendered until the date of termination, payable by the Client in accordance with clause 3.3.

6.2 Either party may at any time terminate these Terms with immediate effect on serving written notice on the other party if the other party goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.3 Without affecting any other right or remedy available, in the case of DATA³, it shall be entitled to terminate these Terms with immediate effect on serving written notice if the Client fails to pay any sums due to the DATA³ under these Terms when they fall due and remain in default for at least 30 days or the Client commits a material breach of these Terms and (if such the breach can be remedied) fails to remedy that breach within 30 days after asked in writing to do so.

7. Confidentiality and Data Protection

7.1 Confidential information refers to any data or information relating to the parties, whether business or personal, which would reasonably be considered to be private or proprietary to either party and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the parties (the "Confidential Information").

7.2 The parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained, except as authorised by the other party or as required by law. The obligations of confidentiality will apply during the term of these Terms and will survive for a period of 2 years after termination of these Terms, howsoever caused.

7.3 The parties shall comply with applicable data protection legislation, including the retained EU law version of the General Data Protection Regulations (2016/679) and the Data Protection Act 2018.

8. Force Majeure



- 8.1. Where an event outside the control of DATA³ occurs, this is a “force majeure event” and includes, but is not limited to, storm, fire, earthquake, an Act of God, a natural disaster, a failure of electricity or power supplies, epidemic, pandemic, government rules, regulations or guidance, or a failure of a third-party supplier to do as they are contracted to do.
- 8.2. Where a force majeure event occurs, DATA³ is excused from performance under these Terms and will not be liable to the Client for its failure to perform. DATA³ agrees to use reasonable efforts to continue the obligations under these Terms as soon as possible after the force majeure event has stopped.

9. General

- 9.1. These Terms (together with all documents referred to herein) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 9.2. A person who is not a party to this Terms shall not have any rights under or in connection with it and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.
- 9.3. Neither party will release information about the existence of this Terms, including the terms and conditions found in this these Terms, through any social media, application, or website, including but not limited to, the issuance of any news release, announcement, denial or confirmation. The parties must obtain prior written authorisation from the other parties’ corporation communications department for any exceptions to this clause. Nothing in these Terms implies that either party will agree to any publicity whatsoever.
- 9.4. DATA³ holds business insurance for:
 - a) Public liability up to £2,000,000
 - b) Professional indemnity up to £1,000,000
 - c) Employers’ liability no less than £5,000,000Policy information is available on request.
- 9.5. Any notices given under these Terms must be sent by email, to the last known email address of the party, and the time of delivery will be the time of transmission. This shall not apply to the service of legal proceedings, which cannot be emailed.
- 9.6. No variation of these Terms shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 9.7. Each party agrees to comply with all applicable laws and regulations including, but not limited to, the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017.
- 9.8. These Terms, and any non-contractual obligations arising under them, are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any matter and proceedings arising out of these Terms.