



ProofID IAM Professional Services[®]

Terms and Conditions



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Terms and Conditions

DATE: [date]

PARTIES:

(1) ProofID, a company incorporated in England and Wales (registration number 6711962) having its registered office at 8 Exchange Quay, Salford, Manchester, M5 3EJ (the "Supplier"); and

(2) [CUSTOMER NAME], a company incorporated in [-] (registration number [-]) having its registered office at [-] (the "Customer").

AGREEMENT:

1. Definitions and interpretation

In the Agreement:

"Agreement" means this consultancy agreement (including the Schedule) and any amendments to it from time to time;

"Charges" means the charges specified in the Schedule;

"Confidential Information" means:

(a) any information supplied (whether supplied in writing, orally or otherwise) by the Customer to The Supplier during the term of the Agreement that is marked as "confidential", is described as "confidential" or should have been reasonably understood by The Supplier to be confidential;

"Deliverables" means the deliverables specified in the Schedule;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or registrable, registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Project" means the project detailed in the Schedule that is the subject of the Agreement;

"Schedule" means the schedule to the Agreement; and

"Services" means the services provided or to be provided by The Supplier to the Customer under the Agreement.

2. Term of Agreement

The Agreement will come into force upon its execution, and the Agreement will continue in force indefinitely, unless terminated in accordance with the provisions of Clause [8].

3. Duties of The Supplier

3.1 The Supplier will perform the Services to a good professional standard.

3.2 The Supplier will deliver the Deliverables to the Customer in accordance with the timetable set out in the Schedule. Time shall not be of the essence in relation to the timetable for delivery of the Deliverables.

4. Charges

4.1 The Customer will pay the Charges to The Supplier in accordance with the provisions of this Clause [4].

4.2 The Supplier may issue invoices for the Charges to the Customer at any time after the relevant Services or Deliverables have been delivered to the Customer.

4.3 The Customer will pay the Charges to The Supplier within 30 days of the date of issue of an invoice issued in accordance with Clause [4.2].

4.4 All amounts stated in the Schedule or in relation to the Agreement are stated exclusive of all value-added taxes, which will be added to those amounts and payable by the Customer to The Supplier.

5. Intellectual Property Rights

The Supplier hereby grants to the Customer a non-exclusive, irrevocable, worldwide licence under the Intellectual Property Rights in the Deliverables to copy, reproduce, distribute, publish, export, adapt, edit and translate the Deliverables for its own purposes.

6. Warranties

6.1 The Supplier warrants to the Customer that:



(a) The Supplier has full power to enter into the Agreement and to perform its obligations under the Agreement;

(b) the Deliverables will: (i) meet the requirements set out in the Schedule; (ii) be of a good professional standard; and

(c) the Deliverables will not: (i) breach the provisions of any law, statute or regulation; (ii) infringe the Intellectual Property Rights or other legal rights of any person; or (iii) give rise any cause of action against the Customer, in each case.

6.2 The Customer warrants to The Supplier that the Customer has full power to enter into the Agreement and to perform its obligations under the Agreement.

7. Limitations and exclusions of liability

7.1 Nothing in the Agreement will:

(a) limit or exclude the liability of a party for death or personal injury resulting from negligence;

(b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

(c) limit or exclude any liability of a party under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

(d) limit any liability of a party in any way that is not permitted under applicable law; or

(e) exclude any liability of a party that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this Clause [7]:

(a) are subject to Clause [7.1];

(b) govern all liabilities, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and

(c) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement.

7.3 Neither party will be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

7.4 Neither party will be liable for any loss of business, contracts or commercial opportunities.

7.5 Neither party will be liable in respect of any loss or corruption of any data, database or software.

7.6 Neither party will be liable in respect of any special, indirect or consequential loss or damage.

8. Termination

8.1 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party commits any material breach of any term of the Agreement and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within 30 days after receiving written notice requiring it to do so.

8.2 Either party may terminate the Agreement immediately by giving written notice to the other party if:

(a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or

(d) where that other party is an individual that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

9. Effects of termination

9.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 5, 7, 9, 10 and 11].

9.2 Termination of the Agreement will not affect either party's accrued liabilities or rights (including accrued rights to be paid) as at the date of termination.

10. Confidentiality

10.1 The Supplier will not disclose the Confidential Information and will protect the Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.



10.2 Confidential Information may be disclosed by The Supplier to The Supplier's employees, officers, insurers and professional advisers, provided that the recipient is legally bound to maintain the confidentiality of the Confidential Information received.

10.3 The obligations set out in this Clause [10] shall not apply to Confidential Information that:

- (a) is or has become publicly known other than through a breach of an obligation of confidence;
- (b) was in possession of The Supplier prior to disclosure by the Customer;
- (c) was received by The Supplier from an independent third party who has full right of disclosure; or
- (d) was required to be disclosed by a governmental authority, stock exchange or regulatory body.

11. General

11.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

11.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect.

11.3 Nothing in the Agreement will constitute a partnership or employment or agency relationship between the parties.

11.4 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

11.5 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise

dispose of or deal in the Agreement or any rights or obligations under the Agreement.

11.6 The Supplier may subcontract any of its obligations under the Agreement to any third party.

11.7 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

11.8 Subject to Clause [7.1]:

(a) the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;

(b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement; and

(c) neither party will have any liability other than pursuant to the express terms of the Agreement.

11.9 The Agreement will be governed by and construed in accordance with English law; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

The parties have indicated their acceptance of the Agreement by executing it below.

EXECUTION:

SIGNED by [name of signatory]

duly authorised for and on behalf

of the Customer

SIGNED by [name of signatory]

duly authorised for and on behalf

of The Supplier



.....

Date:

.....

Date: