

Terms & conditions

The following terms and conditions (“Terms”) apply to all transactions with drie Secure Systems Ltd. (“drie”) and shall apply to the exclusion of all other terms and conditions, irrespective of the date of any alternative terms and conditions which may be sent to drie. These Terms shall become binding on the customer if;

- A service contract is accepted by drie
- The customer signing or agreeing in writing to a service contract
- The customer agreeing these Terms in writing (which may include email or acceptance through DocuSign)
- The customer paying any amount towards any item specified in the services proposal
- drie is delivering or any services
- The customer accessing any Service

Confidential information	All information, technical data or know-how, (whether written, oral or by another means and whether directly or indirectly) relating to the disclosing party (“Disclosing Party”) whether created before or after the Date of this Agreement including, but not limited to, research, services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which is reasonably deemed to be confidential or proprietary. Confidential Information includes the information of a Third Party that is in the possession of one of the parties hereto and is disclosed to the other party hereto in confidence. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure, as shown by the receiving party’s files and records immediately prior to the time of disclosure; or (ii) prior to or after the time the disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (iii) is expressly approved in writing for release by the disclosing party or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.
Consequential loss	Without limitation, pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any other indirect, consequential, special or punitive loss.
Customer	The person, company or other body purchasing the services from drie pursuant to an service contract.
drie	drie Secure Systems (company #09824282), 86-90 Paul Street, London EC2A 4NE
Intellectual property rights	Rights of any nature whatsoever, whether registered or unregistered including, without limitation, any patent, right in a design, copyright, trade mark, utility model, service mark, database right and other intellectual property right whether or not capable of registration as may exist anywhere in the world or in the future
Quotation	The written statement provided by drie to the customer summarising the specific details of services and/or software to be supplied together with their price(s)
Services	The services to be supplied by drie to the customer pursuant to an service contract, which may include without limitation, support and consultancy services

Service contract	A written or oral tender, offer, quotation, agreement, delivery relating to the delivery of services by or on behalf of drie
Service proposal	The written statement provided by drie to the customer summarising any specific terms of, or scope and price of services to be provided.
Support	The support service(s) to be provided to the customer by drie as set out in the service contract.
Third party	Any person, company or other body not being drie or the customer.
Working day	Monday to Friday excluding public holidays in England and Wales.
Working hours	The hours of 9.00 a.m. to 5.00 p.m. during a Working Day.

Purchasing services

1.1. These Terms shall apply to but shall not become a binding contract until if and when the service contract is accepted by drie.

1.2. Until an service contract has been accepted by an authorised representative of drie, all prices are subject to change without prior notice.

1.3. No service contract which has been accepted by drie may be cancelled by the customer unless written agreement is obtained from an authorised representative of drie, however the customer shall remain liable for and shall indemnify drie in full for any costs, damages, losses, charges and expenses incurred by drie as a result of any cancellation of an service contract.

1.4. drie's policy is to supply services only to business customers (i.e. those who are not private consumers). In accepting these Terms, the customer warrants that it is not purchasing the services as a private consumer

1.5. All descriptions, specifications, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted (whether online or in hard copy format) in drie portfolio or included in any sales literature, quotation, price list, acknowledgement of service contract, invoice or other document are to be deemed approximate only (except where stated in writing to be exact) and shall not form part of the contract or service contract or services Proposal other than as approximations).

1.6. Any typographical, clerical or other error or omission in any sales literature, portfolio, quotation, price list, acknowledgement of service contract, invoice or other document (whether hard or electronic copy) or information issued by drie shall be subject to correction by drie without liability.

2. Services

2.1. The following conditions shall apply to all services provided by drie to customers.

2.2. drie warrants and undertakes to the customer that:

2.2.1. drie's employees and sub-contractors will have the necessary skill and expertise to provide the services described in the services proposal in accordance with good industry practice

2.2.2. drie will provide independent and unbiased advice and will exercise reasonable skill and care in the provision of the services

2.2.3. The services will be provided in a timely and professional manner

2.3 Should the customer become dissatisfied with the performance of any personnel assigned by drie to perform the services, the customer shall notify drie in writing with details of the unsatisfactory performance, and provided that drie is satisfied that the customer's dissatisfaction is reasonable, drie shall re-assign personnel as soon as reasonably practicable

2.4. Where drie agrees to provide services, any estimate or indication by drie as to the number of man days or man hours required by drie to undertake a specific task shall be construed as being an estimate only

2.5. drie shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the customer where such estimate or indication is incorrect.

2.6. The charges agreed for the services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the services for which drie shall charge its then current rates.

2.7. drie will normally carry out the services during Working Hours but may, on reasonable notice, require the customer to provide access to the customer's premises at other times.

2.8. At the customer's request drie may agree to work outside Working Hours however this shall be subject to any reasonable additional charge that may be made by drie for complying with such request. Such charges shall be agreed in writing prior to commencement of any out of hours work.

2.9. All personnel required for the services will be provided by drie and will be facilitated wherever possible by use of the customer's own staff, however drie reserves the right to sub-contract the whole or any part of the service contract to any person or company.

3. Support services

3.1. Where drie agrees to provide support in respect of the software this shall be provided in accordance with drie's applicable services proposal as provided to the customer by drie.

3.2. Any additional support which drie agrees to supply to the customer in relation to the software shall be provided on a time and materials basis at drie's then current rates for same unless otherwise agreed.

4. Pricing and Payment

4.1. The price payable by the customer for the supply of services shall be that which is set out and agreed between the customer and dree each time dree accepts an service contract placed by the customer and as specified in the services proposal, quotation or services Proposal (unless varied by the service contract and dree's acceptance).

4.2. Any increase in price for the services shall be applied no more often than once per year after the first anniversary of the Effective Date and shall not exceed the increase in the UK RPI or CPI (whichever is lower) calculated over the preceding 12 months. dree shall notify the customer in writing at least 90 days in advance of any increase in the price for the services.

4.3. Unless otherwise agreed between the parties, invoices will be raised and dated by dree on on commencement of the services.

4.4. The customer shall pay each invoice in full (subject to a bona fide dispute), together with any VAT at the appropriate rate and other expenses, to dree within 30 (thirty) days of the date of a valid invoice ("due date"). The time of payment shall be of essence.

4.5. If the customer fails to pay any sums due by the due date or does not comply with an obligation imposed upon the customer then, without prejudice to any other right or remedy available to dree, dree shall be entitled to withhold the supply of any services to be provided to the customer by or on behalf of dree until such payment is made.

4.6. dree reserves the right to charge interest to the customer on any sums, fees or other charges which are not paid on the due date and that interest may be charged from the date such payment falls due at the statutory rate of 8(eight) per cent per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis.

4.7. The customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any amounts owed by dree and shall pay all amounts due without making a deduction of any kind.

5. Customer's Obligations

5.1. The customer shall:

5.1.1. comply with and use the services in accordance with these Terms and all applicable laws and shall not breach any obligations regarding acceptable use of the services;

5.1.2. take all reasonable precautions to protect the health and safety of dree's personnel whilst at any location of the customer;

5.1.3. allow dree to exercise a right of entry over all premises in the possession of or under the control of the customer in service contract for dree to fulfil its obligations under these Terms;

5.1.4. promptly furnish dree with any information required by dree in service contract to provide the services and ensure its employees or agents co-operate with dree;

5.1.5. in the event that the customer fails for any reason to complete any purchase of any services within the period notified to the customer at any time by drie, the customer shall indemnify drie against any loss, damage or other cost of whatsoever nature suffered or incurred by drie reasonably relating to that failure on the part of the customer;

5.1.6. if a Service is delayed other than through drie's fault, pay any sums required by drie in respect of idle-time incurred for the delay, including delay as a result of the customer's agents or sub-contractors. Any agreed time schedules shall be deferred to a reasonable period of time or no less than the period of the delay;

5.1.7. the customer shall promptly provide drie, on request, with all information and assistance that drie may reasonably require.

5.1.8. The customer warrants that any of its representatives, who enter into these Terms and any service contract with drie, have the customer's authority to do so and that the customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the customer.

6. Intellectual Property Rights and software Licences

6.1. The title to and the Intellectual Property Rights in the software and in the media containing such software does not pass to the customer. The customer is licensed to use such software in accordance with these Terms and in accordance with the applicable software licence agreement's terms, and by entering into the Terms and Conditions the customer agrees to comply with such terms.

6.2. The parties agree that all Intellectual Property Rights which existed prior to the date of the service contract in relation to any items used in the performance of any services shall remain the property of the existing owner of those Intellectual Property Rights.

6.3. drie shall own and be fully entitled to use in any way it deems fit any Intellectual Property or Intellectual Property skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing any services and any improvements made or developed during the course of services. For the avoidance of any doubt, this shall include any improvements or modifications to software during the duration of the service contract. Nothing herein shall be construed or shall give effect to any transfer of right, title or interest in drie's Intellectual Property Rights.

7. Warranties

7.1. To the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or general law into these terms or relating to the services are excluded. Notwithstanding this, any services provided under these Terms will be provided with reasonable skill and care.

7.2. drie warrants it has the right to provide or procure the provision of the services.

7.3. The only additional warranties which the customer may receive are those which are given by the manufacturer or licensor (as the case may be) of such software to the customer and are subject to any relevant limitations and exclusions imposed by such manufacturer or licensor (as the case may be). drie shall provide the customer with details of such warranties upon request.

8. General Exclusions and Limitations of Liability

8.1. Nothing in these terms shall limit drie's liability to the customer for liabilities which cannot be limited or excluded as a matter of law including:

8.1.1. death or personal injury resulting from the negligence of drie, its employees, agents or sub-contractors; and

8.1.2. fraud or fraudulent misrepresentation.

8.1.3. drie shall not in any circumstances be liable for Consequential Losses, even if a party has been advised of the possibility of such losses.

8.1.4. The total liability which drie shall owe to the customer in respect of all claims under all service contracts shall not exceed the sum of £50,000.

8.2. No actions regardless of form arising out of these terms may be brought by the customer more than two years after the customer becomes aware or should reasonably have become aware of the facts constituting the cause of action.

8.3. The customer shall indemnify and keep drie indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by drie due to any claims by any Third Party arising out of any use, access to or modification of the customer's computer systems by drie on the customer's instructions and/or use of any materials supplied to drie by the customer. This indemnity shall survive termination or expiry of an service contract to which it relates.

9. Force Majeure

9.1. Neither party shall be liable to the other party in any manner whatsoever for any failure or any delay or for the consequences of any delay in performing its obligations under these Terms (save in respect of any obligation to pay money) due to any cause beyond the reasonable control of the party in question which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the workforce or any part thereof of the party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God.

10. Termination

drie shall be entitled to terminate any service contract and the provision of any services on written notice to the customer. It shall be entitled to cancel the unperformed portion of the service contract between drie and the customer and deem that the whole of the price payable under the service contract or any other agreement shall be payable immediately in the event of:

10.1. any distress, execution or other legal process being levied upon any of the customer's assets;

10.2. the customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an service contract being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

10.3. the customer ceasing or threatening to cease to carry on business;

10.4. any breach of these Terms by the customer which it fails to remedy as required by drie;

10.5. non payment by the customer of any amount due from it to drie, or other material breach of these Terms;
or

10.6. drie reasonably apprehending that any of the events mentioned above is about to occur,

In the event of such termination, drie shall, for the avoidance of doubt, be entitled to recover as damages from the customer all reasonable costs which drie may sustain due to such termination.

11. Severability

11.1. If a provision in these terms is held by any competent authority to be invalid or wholly or partly unenforceable such invalidity or unenforceability shall not in any way affect the remainder of these Terms.

12. Assignment

12.1. The customer will not be entitled to assign the benefit or delegate the burden of the service contract without the prior written consent of drie which it may in its absolute discretion refuse.

12.2. drie will be entitled to assign the benefit or delegate the burden of the service contract.

13. Sub-Contracting

13.1. drie shall be free to sub-contract any or all of its rights and obligations under these Terms as it sees fit. The customer will not be entitled to sub-contract all or any part of its obligations under these Terms without the prior written consent of drie. drie will not withhold such consent unreasonably.

14. Confidentiality

14.1. Each party agrees with the other in respect of all information of a confidential nature disclosed in the course of the supply of information as to the operation of the business of drie, any information about the customer's business ("Confidential Information"):

14.1.1. to keep the Confidential Information in strict confidence and secrecy;

14.1.2. not to use the Confidential Information save for complying with its obligations under these Terms;

14.1.3. not to disclose the Confidential Information to a Third Party; and

14.1.4. to restrict the disclosure of the relevant and necessary parts of the

Confidential Information to such of its employees and others who of necessity need it in the performance of their duties as envisaged by the service contract and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

14.2. This obligation of confidentiality shall survive the termination of any service contract.

15. Non-Solicitation

15.1. The customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of drie professionally or otherwise directly associated with drie during the term of the service contract or for 12 months thereafter.

15.2. For the avoidance of doubt, there is no restriction on the customer employing any person who is employed or acting for drie where that person responds to a bone fide public advertisement for employees.

16. Amendment and Waiver

16.1. No amendment of these Terms shall be binding unless executed in writing and signed by an authorised representative of drie and by an authorised representative of the customer.

16.2. The failure of drie at any time to enforce a provision of these Terms shall not be deemed a waiver of such provision or of any other provision of these Terms or of drie's right thereafter to enforce any such provision(s).

17. Notices

17.1. Any demand, notice or other communication shall be in writing and may be served by hand, prepaid first class post or facsimile.

18. Third Parties

18.1. No Third Party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

19. Entire Agreement

19.1. These Terms relating to the subject matter of these Terms.

20. Law and Jurisdiction

20.1. The formation, construction, performance, validity and all aspects whatsoever of these Terms shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

drie