

Terms of Supply of Services

relating to Information Governance, Information Law and Data Protection Services

These Terms apply to all Services purchased from INFORMATION GOVERNANCE SERVICES LTD ("IGS") via <https://proposals.informationgovernanceservices.com/>.

These Terms were last updated on 17 September 2024. They apply from the date the proposal is submitted and signed online (the "**Effective Date**").

1. DEFINITIONS AND INTERPRETATION

"Authorised Service Recipient" is each member of the Client's organisation who may be designated by the Client to receive any of the Services from time to time;

"Business Day" a day other than a Saturday, Sunday or public holiday when the banks in the city of London are open and between the hours of 08:00 and 17:30;

"Client" means the organisation submitting the proposal;

"Client Data" means all data provided by the Client for the purposes of the Services, including any Personal Data and Confidential Information disclosed by the Client;

"Confidential Information" shall mean any information disclosed by one Party to the other, which has the nature of confidence as defined in English common law. It shall also include any information, Know-How or trade secrets generated or provided by either Party or received or obtained by either Party in connection with the Services and/or this Agreement which the disclosing Party identifies as being confidential, or which a reasonable businessperson or citizen would regard as confidential, including any Intellectual Property of either Party, and any Personal Data in relation to which one Party is a Controller or Processor but the other Party is not;

"Data Protection Legislation" the laws and regulations that apply in relation to the Processing of Personal Data including the Data Protection Act 2018, UK GDPR and any relevant/successor legislation/regulations. It shall also include codes of practice or guidance issued by the Information Commissioner's Office;

"Data Controller" has the same meaning as that in the Data Protection Act 2018, the UK GDPR or any relevant/successor legislation/regulations;

"Documentation" shall be any literature, both paper and electronic, which has been provided by any Party to this Agreement, for the purpose of delivering the Services;

"Employee" a director, employee, researcher, or professional advisor of each respective Party or an agent/contractor who has been contracted to carry out any part of the Services offered;

"Intellectual Property" means (i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, and Know-How, (ii) all other intellectual property rights, in each case whether registered or unregistered and similar or equivalent rights anywhere in the world which currently exist; and (iii) all applications, renewals or extensions (including supplementary protection certificates) in relation to any such rights;

“Know-How” means any technical and other information which is not in the public domain, including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), laboratory records, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, case report forms, data analyses, reports, manufacturing data or summaries and information contained in submissions to and information from ethical committees and regulatory authorities and computer programs or algorithms. Know-How includes documents containing Know-How, including but not limited to any rights including trade secrets, copyright, database or design rights protecting such Know-How. The fact that an item is known to the public shall not be taken to preclude the possibility that a compilation including the item, and/or a development relating to the item, is not known to the public;

“Party” or “Parties” refers to the Client and the Service Provider;

“Payment Amount” shall be the amounts specified in the Service Costs section of the proposal;

“Payment Default” shall mean if payment is not made by the Client to cover the Service Costs and in accordance with clause 4.3;

“Payment Terms” shall be the terms specified in clause 4;

“Personal Data” has the same meaning as that in the Data Protection Act 2018, the UK GDPR or any relevant/successor legislation/regulations;

“Personal Data Breach” has the same meaning as that in the Data Protection Act 2018, the UK GDPR or any relevant/successor legislation/regulations;

“Provider’s Data” shall mean any data provided by the Service Provider, including Personal Data as well as Confidential Information disclosed by the Service Provider;

“Process, Processed or Processing” has the same meaning as that in the Data Protection Act 2018, the UK GDPR or any relevant/successor legislation/regulations;

“Services” shall be the services selected in the proposal;

“Service Provider” means Information Governance Services Limited, incorporated and registered in England and Wales with company number 11779744 whose trading address is at Furlong House, 10A Chandos Street, London, W1G 9DQ;

“Virus” a piece of code which is capable of copying itself and typically has a detrimental effect on a system or data, such as corrupting the system or destroying data.

2. SERVICES AND RIGHTS GRANTED

2.1 Subject to the Payment Terms, the Service Provider shall use all reasonable endeavours to provide the Services to the Client with reasonable skill and care, and in accordance with the Documentation and the Client’s instructions.

2.2 The Client has agreed to appoint the Service Provider, and in turn, the Service Provider shall provide the Services to the Client on behalf of itself and each Authorised Service Recipient pursuant to the terms and conditions of this Agreement. The Client shall in all circumstances be liable for the acts and omissions of each Authorised Service Recipient as though these were the acts and omissions of the Client.

2.3 In providing the Services, the Service Provider shall:

2.3.1 give the Client all such Documentation as it may reasonably require in connection with matters relating to the provision of Services;

2.3.2 give notice to the Client as soon as reasonably practicable if the Services cannot be provided at a specified time due to illness or injury;

2.3.3 offer a reasonably suitable replacement if clause 2.3.2 is engaged. For the avoidance of doubt, no additional fee will be payable by the Client if the replacement is more expensive;

2.3.4 if applicable, appoint a suitable and skilled alternative to provide the Services instead of the original Employee who was engaged with the Client;

2.3.5 use its reasonable endeavours to ensure that an Employee is available at all times during a Business Day to provide such assistance or information as the Client may require;

2.3.6 not have the authority, without written consent, to incur any expenditure in the name or on account of the Client.

2.4 If applicable, the Service Provider shall ensure that its Employees comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.

2.5 Subject to the Client giving sufficient notice of the relevant policies, the Service Provider shall ensure that its Employees comply with the Client's relevant policies.

2.6 The Service Provider may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services, provided that:

2.6.1 the Client will not be liable to bear the cost of such functions; and

2.6.2 at the Client's request, the third party can be required to enter into direct undertakings with the Client, including with regard to confidentiality.

2.7 The undertaking in clause 2.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Service Provider's instructions, or modification or alteration of the Services by any party other than the Service Provider or its Employees.

2.8 If the Services do not conform with the undertaking in clause 2.1, the Service Provider shall use reasonable endeavours to correct any such non-conformance or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 2.1.

2.9 Notwithstanding the foregoing provisions in clauses 2.7 and 2.8, the Service Provider:

2.9.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's exact requirements;

2.9.2 shall not be held financially responsible for any loss suffered as a result of any delays or delivery failures of the Services offered;

2.9.3 shall be not be held financially responsible for any loss or damage suffered as a result of the Client's failure to properly transfer Client Data over communications networks and facilities, including the internet;

2.9.4 does not warrant that the Services and Documentation are not subject to limitations, delays or other issues;

2.9.5 agrees to work with the Client to take any corrective actions, in a reasonably expedient manner, to ensure any issues covered in clauses 2.9.1 and 2.9.4 are rectified.

2.10 These Terms do not prevent the Service Provider from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under separate proposals.

2.11 The Service Provider reserves the right, without incurring any liability, to disable the Client's access to any material that breaches the provisions of clause 3.

3. Client's Obligations

3.1 The Client shall not knowingly access, store, distribute or transmit any malware including Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, discriminatory, harassing or offensive.

3.2 The Client shall not:

3.2.1 disclose to any third party, other than when permitted and required within the scope of the Services offered, any of the Service Provider's Confidential Information, nor use this Confidential Information for any purpose except as expressly permitted by the Service Provider;

3.2.2 without prejudice to anything permitted under clause 7.1, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service Provider's Documentation (as applicable) in any form or media or by any means, unless for a specific purpose expressly permitted by the Service Provider;

3.2.3 access or use all or any part of the Service Provider's Data and Documentation in order to build a product or service which competes with the Service Provider;

3.2.4 use the Service Provider's Confidential Information and any Documentation to provide services to any third-party unless expressly permitted by the Service Provider;

3.2.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or make available the Service Provider's Data and/or Documentation to any third-party.

3.3 The Client shall undertake to implement appropriate technical and organisational measures in a manner that will prevent any unauthorised access to, or use of, the Service Provider's Data or Documentation and, in the event of any such unauthorised access or use,

promptly notify the Service Provider within 48 hours of being made aware of the unauthorised access or use.

3.4 The Client shall:

3.4.1 provide the Service Provider with all necessary co-operation in relation to the Services and all necessary access to such information as may be required by the Service Provider including Client Data, security access information and configuration services;

3.4.2 comply with all applicable laws and regulations, including but not limited to Data Protection Legislation with respect to its activities under the proposal;

3.4.3 comply with its obligations under these Terms;

3.4.4 obtain and maintain all necessary licences, consents, and permissions necessary for the Service Provider or its Employees to perform the Services;

3.4.5 if applicable, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Service Provider's data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;

3.4.6 comply with any reasonable requirements made by the Service Provider to provide the Services.

4. PAYMENT

4.1 The Client has agreed to pay the Payment Amount for the Services specified in the proposal. The Payment Amount is exclusive of VAT. VAT shall only be payable if the Client is liable to pay taxes within England and Wales.

4.2 The Service Provider shall invoice the Client for payment of the Payment Amount before the delivery of the Services. The Client will pay the Service Provider half of the Payment Amount due under any outstanding invoice within 28 calendar days of the date of the invoice. The other half of the Payment Amount will be paid after delivery of the Services.

4.3 If the circumstances require it, the Service Provider will notify the Client within 28 calendar days of any changes or intended changes to the current Payment Amount.

4.4 If payment is not made in accordance with the terms set out in clause 4.2 and the Client is in Payment Default, then the Service Provider shall reserve the right to discontinue the Services offered to the Client, until such time as payment is made in full.

4.5 If the Client receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

4.5.1 the Client shall notify the Service Provider in writing as soon as reasonably practicable;

4.5.2 the Client's failure to pay the disputed Payment Amount shall not be deemed to be a breach of these Terms;

4.5.3 the Client shall pay the balance of the Payment Amount which is not in dispute in accordance with clause 4.2 above;

4.5.4 once the dispute is resolved, where either Party is required to make a balancing payment, it shall do so within 30 calendar days and, where the Service Provider is required to issue a credit note, it shall do so within 14 calendar days.

4.6 The Client is able to purchase additional optional services from the Service Provider, that are not included in the scope of the Services, on a case-by-case basis.

4.7 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under these Terms.

5. Data Protection

5.1 Both Parties acknowledge that they will regularly disclose to each other Personal Data for the purposes of the Services. Such shared Personal Data shall be confined to the categories of information relevant for the Service Provider to perform the Services.

5.2 The Service Provider agrees to:

5.2.1 Process Client Data in accordance with Data Protection Legislation, only for the purposes of the Services and for the duration of the Services;

5.2.2 not disclose, transfer or allow access to the Client Data to anyone other than its Employees on a need-to-know basis to perform the Services;

5.2.3 ensure that all Employees receiving Client Data are subject to written contractual obligations, including obligations of confidentiality, which are no less onerous than those imposed by these Terms;

5.2.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Client Data and against accidental loss or destruction of, or damage to, Client Data. The Service Provider shall keep such security measures under review and carry out updates as appropriate throughout the term of the Services.

5.3 Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including: (i) the Data Protection Act 2018 and any successor UK legislation; as well as (ii) the UK GDPR and any other directly applicable regulation relating to data protection and privacy. In particular, each Party shall:

5.3.1 ensure that it has legitimate grounds to share and/or Process Personal Data in accordance with the purposes of the Services;

5.3.2 promptly inform the other Party about the receipt of any data subject rights request and not disclose, release, amend or delete any Personal Data in response to a data subject rights requests without first consulting the other Party wherever possible;

5.3.3 notify the other Party without undue delay and in any case within 48 hours on becoming aware of any breach of Data Protection Legislation; and

5.3.4 at the written direction of the other Party, delete or return any Personal Data on termination of the Services, unless required by law to store such Personal Data.

6. CONFIDENTIALITY

6.1 Each Party shall keep in strict confidence all Confidential Information disclosed to it. The receiving Party shall use the Confidential Information solely for the purpose of performing the Services in accordance with these Terms. The receiving Party shall divulge the Confidential Information only to its Employees on a strict need-to-know basis and shall ensure that such Employees are bound by equivalent confidentiality undertakings. Should the receiving Party wish to share Confidential Information with its Employees it may only do so with the prior written consent of the disclosing Party.

6.2 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under these Terms. A Party's Confidential Information shall not include information that:

6.2.1 is or becomes publicly known, other than through any act or omission of the receiving Party;

6.2.2 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure and without any intervening breach of confidence as defined in English law;

6.2.3 is independently developed by the receiving Party, which independent development can be shown by written evidence.

6.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Employee in violation of these Terms.

6.4 A Party may disclose Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, that Party gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this paragraph 6.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

6.5 The obligations contained under this clause 6 will continue for 2 years after the delivery of the Services.

7. INTELLECTUAL PROPERTY

7.1 Subject to these Terms, the Service Provider hereby grants to the Client a non-exclusive, non-transferable right to use the Documentation solely for the Client's internal business use. For the avoidance of doubt, internal use, shall include making the Documentation available to the Client's customer for compliance purposes.

7.2 Any and all Intellectual Property owned by, or licensed to, either Party prior to or after the Effective Date, together with any and all improvements to this Intellectual Property prior to or after the Effective Date, will remain and become the sole property of that Party.

7.3 Any Intellectual Property that arises or is obtained or developed by either Party in the course of or in connection with the Services shall vest in and be owned by the party creating or developing it.

8. LIMITATION OF LIABILITY

8.1 The Parties do not exclude or restrict any liability for anything which the law prohibits, or for fraud or death or personal injury resulting from negligence.

8.2 The Service Provider makes no representation or warranty that advice or information given by any of its Employees, who work on the supply of the Services, or the content or use of any materials, works or information provided in connection with the supply of the Services, will not constitute or result in infringement of third-party rights.

8.3 The Service Provider accepts no responsibility for any use which may be made of any work carried out under or pursuant to the Services, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.

8.4 No condition is made or to be implied nor is any warranty given or to be implied as to the quality, life or wear of any materials supplied, or that they will be suitable for any particular purpose or for use under any specific conditions.

8.5 The liability of either Party for any breach of these Terms will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

8.6 The Service Provider will obtain and keep current professional indemnity insurance (PII) for up to £5 million, against any negligence arising from the provision of Services. The Service Provider's sole liability, for negligent advice, shall be the total amount the Service Provider's insurance policy will pay out.

8.7 Without any prejudice to any other sub-clause in this clause 8, for any other claim, the maximum liability of the Service Provider to the Client under this Agreement or its subject-matter shall not exceed the value of the Services provided over 12 months.

9. FORCE MAJEURE

9.1 Neither Party shall be in breach of these Terms nor liable for delay in performing or failure to perform any of its obligations if such delay or failure results from events, circumstances or any other causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

10. TERM AND TERMINATION

10.1 The term of the Services shall be for (i) an initial period of 12 months, from the Effective Date, which can be extended by the Client for a further period of 12 months or (ii) as defined between the Parties. The Client may terminate the Services by giving 30 clear calendar days' notice to the Service Provider.

10.2 Terminating the Services shall not affect any accrued rights of the Parties up until the date of termination.

11. NOTICES

11.1 Any notice required to be given by one Party to the other under or in connection with these Terms shall be in writing and shall be delivered by hand, by email or by first-class recorded or special delivery post (provided that where any notice is sent by post a copy shall also be sent by email).

11.2 All notices shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by e-mail, at the time and date of transmission shown on the saved sent copy kept by the sender (or, if delivery is made after 5.00pm on a Business Day, at 9.00am on the first Business Day following delivery); and (iii) if sent by first-class recorded or special delivery post, at 9.00 am on the second Business Day after posting.

11.3 Notices to the Supplier shall be addressed to:

Attn: Taj Sallamuddin, 10A Chandos Street, W1G 9DQ London or email to:
taj@informationgovernanceservices.com

11.4 Notices to the Client shall be addressed to the contact details submitted in the proposal.

11.5 This clause 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. NON-SOLICITATION

12.1 Each Party agrees that it shall not, without the prior written consent of the other Party, at any time from the Effective Date to the expiry of 12 (twelve) months after the Services have been terminated, solicit or entice away from that Party or employ or attempt to employ any person who is, or has been, engaged as an Employee of that Party in relation to the Services.

12.2 Any consent which is given by a Party in accordance with clause 12.1 shall be subject to the other Party paying to the consenting Party a sum equivalent to 100 (one hundred) per cent of the then current annual remuneration of the consenting Party's Employee.

13. VARIATION

13.1 No variation on the Terms shall be effective unless it is in writing and signed by the duly authorised representatives of both Parties.

14. SEVERANCE

14.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

14.2 If any provision or part-provision of the Terms is deemed deleted under clause 14.1, 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.

15. WAIVER

15.1 No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law, shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Service Provider and the Client, constitute either Party the agent of another, or authorise any Party to make or enter into any commitments for or on behalf of the other.

16.2 Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

17. ENTIRE AGREEMENT

17.1 These Terms constitute the entire agreement and understanding between the Parties and they shall supersede any previous agreements of this kind signed by the Parties.

17.2 Each Party acknowledges that, in signing these Terms, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms.

17.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms.

18. THIRD-PARTY RIGHTS

18.1 Except as expressly provided elsewhere in the Terms, a person who is not a party to the proposal shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms. This does not affect any right or remedy of a third party which exists, or is available, other than under that Act.

18.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Terms are not subject to the consent of any other person.

19. GOVERNING LAW AND JURISDICTION

19.1 Each Party irrevocably agrees that the Terms shall be governed and interpreted in accordance with the laws of England and Wales.

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