



iIMMERSIVE

SALESFORCE AI PLATFORM EXPERTS

G-Cloud

Terms & Conditions



iMMERSIVE Cloud Solutions Group LTD Terms of Business

THIS AGREEMENT is between iMMERSIVE Cloud Solutions Group LTD (15536026) whose registered address is: 13 Vansittart Estate, Windsor, Berkshire, United Kingdom, SL4 1SE, England hereinafter known as “iMMERSIVE” and the individual, partnership, organisation or company purchasing Goods and/or Services from the Company (‘the Customer’).

The Customer wishes to obtain, and the Company is willing to provide services as may from time to time be agreed by the parties on the terms and conditions below.

Key Definitions:

Appointment Letter – the Appointment Letter covers the scope of the project including the timetable and estimated resource requirements

3rd Party - 3rd Parties are anyone who iMMERSIVE may be required to involve in the project that are not directly employed by iMMERSIVE. iMMERSIVE only takes responsibility for its named 3rd party suppliers.

3rd Party Applications - 3rd Party applications are tools which may be required to form part of the overall Solution outside of the Salesforce modules sold within the Bill of Materials. iMMERSIVE takes no responsibility for any 3rd party application technologies and it is the duty of the Customer to perform sufficient due diligence on their selection.

Project – The Project is defined by the Project Scope, contained solely within this document. Any items not defined in the project scope are not considered part of the project and iMMERSIVE are under no obligation to deliver.

Customer Project/Programme Manager – A Project/Programme Manager capable of managing all customer resources both internal and external.

Completion – Completion is defined as the point at which the iMMERSIVE Project Manager deems all deliverables from the scope have been delivered (to the production environment if the deliverables of are a implementation related nature).

Go Live - Go Live is defined as a single user using the system to process live data.

Force Majeure - any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, act of God, war, riot, epidemics, civil commotion, compliance with any law or governmental order, rule, regulation or direction, flood or storm.

1. The Services

- iMMERSIVE or its named 3rd Party partners shall provide to the customer The Services detailed in the Project Scope ("the Services") in all material respects
- iMMERSIVE reserves the right to deliver The Services remotely where appropriate and to change assigned staff as required
- The Customer shall ensure that it provides all relevant information, acceptances and signoffs promptly in order for iMMERSIVE to meet the times specified in the Project Scope and any failure to so provide prompt responses to iMMERSIVE may result in delays to the timing and provision of the Services and possibly additional costs for which Customer takes full responsibility.
- All Salesforce services will be delivered by iMMERSIVE's Salesforce.com implementation consultants ("iMMERSIVE Consultants") having completed the relevant training

2. Duration

- The maximum duration of this engagement is 6 calendar months from the date the contract is signed, unless otherwise agreed in the kick off meeting and formalised in a signed off project plan, in the event of the engagement expiring iMMERSIVE reserves the right to invoice for the remaining project value.
- A iMMERSIVE 'Day' is defined as 8 working hours.

3. Obligations of iMMERSIVE

- The Services will be provided with all reasonable skill, care and diligence and the iMMERSIVE Consultants shall be suitably qualified in this respect.
- iMMERSIVE shall use all reasonable endeavours to meet any performance dates specified in the Project Scope, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- iMMERSIVE will, and agrees to ensure that the iMMERSIVE Consultants will, comply with all legal and statutory requirements relating to the provision of the Services.
- iMMERSIVE shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and iMMERSIVE shall notify the Customer in any such event.

4. Fees and Expenses

- Customer shall make payment within 30 days of receipt in full and cleared funds to a bank account nominated in writing by iMMERSIVE.
 - All amounts payable by the Customer are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).
 - iMMERSIVE may require payment in advance of assignment of resources to a project as detailed in the Appointment Letter
 - Failure to pay an invoice by its due date may result in the project being placed on hold pending payment. Late payment by over 30 days may result in services stopped on the project as per clause 9
 - If the Customer fails to make any payment due to iMMERSIVE under the contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after payment. The Customer shall pay the interest together with the overdue amount.
 - The purchase orders we place on the Company are divisible. Each delivery made thereunder shall be deemed to arise from a separate contract, and shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any other contract.
 - In consideration for the provision of the Services, the Customer shall pay to iMMERSIVE the fees detailed in the Appointment Letter. iMMERSIVE agrees to notify the Customer if, when the estimated timetable for delivering the Services is nearing completion, there is still further work to be done and to agree any additional charges with the Customer before proceeding with this additional work.
 - The fees are a direct function of our estimate of the scope. This scope has been prepared by iMMERSIVE with input and sign-off from the Customer. iMMERSIVE will support the Customer to manage the scope against the agreed target budget and the allotted capacity within the given sprints. Extensions or changes in the scope as well as increased complexity may necessitate the need to enact the change order protocol.
- (a) The fees shall be worked out in accordance with those contained within the iMMERSIVE Appointment Letter;
- (b) iMMERSIVE's standard daily fee rates for each iMMERSIVE Consultant are calculated based on a seven-hour day from [9.00 am to 5.00 pm] worked on Business Days;
- (c) iMMERSIVE shall be entitled to charge at the standard daily fee rate for any time worked by individuals whom it engages on the Services outside the standard working week (Friday 5.00 pm to Monday 9.00 am) hours (for example evening and weekend working) referred to in clause 4
- (d) iMMERSIVE shall be entitled to charge the Customer for any expenses reasonably incurred by the iMMERSIVE Consultants including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses and for the cost of services provided by third parties and required by iMMERSIVE for the performance of the Services, and for the cost of any materials. Expenses will be billed in the month in which they are used.

5. Intellectual Property and Ownership

- “Intellectual Property rights” shall mean any patents, rights to inventions, copyright and related 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 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.
- All Intellectual Property Rights (IPR) arising out of the technology will remain the property of Salesforce. All IPR contained within the technology solution will remain the property of iMMERSIVE who are the Salesforce platform design and implementation partner.
- All Intellectual Property Rights arising out of the Customer business processes will remain the property of the Customer.
- Any pre-existing Intellectual Property Rights of either party shall remain at all times the ownership of the respective party and nothing within this Agreement shall serve to grant a license to other party in relation to such Intellectual Property Rights.
- Customer gives iMMERSIVE a right to use Customer’s name and logo or branding for promotional purposes both during and after the term of this Agreement. Anything used for public distribution must be approved in advance by the Customer.

6. Data and software

- If iMMERSIVE processes any personal data on the Customer’s behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and iMMERSIVE shall be a data processor for the purposes of the General Data Protection Regulation, in any such case:
 - (a) The Customer shall ensure that the Customer is entitled to transfer the relevant personal data to iMMERSIVE so that iMMERSIVE may lawfully process the personal data in accordance with this agreement on the Customer’s behalf;
 - (b) iMMERSIVE shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (c) Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- The Customer acknowledges that iMMERSIVE is reliant on the Customer for direction as to the extent to which iMMERSIVE is entitled to use and process the data. Consequently, iMMERSIVE will not be liable for any claim brought by a data subject arising from any action or omission by iMMERSIVE, to the extent that such action or omission resulted directly from the Customer’s instructions.
- Anything used for public distribution must be approved in writing in advance by the Customer.

7. Confidentiality

- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.
- The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement.
- The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 6 shall survive termination of the Agreement.
- iMMERSIVE reserves the right to record key meetings for internal use only, these records will remain confidential to iMMERSIVE.

8. Liability and Insurance

- Nothing in these Conditions shall limit or exclude iMMERSIVE's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- Subject to this Clause 8, iMMERSIVE shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or loss of damage to reputation arising under or in connection with the Contract.
- The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- Subject to this Clause 8, the total liability of the Customer and iMMERSIVE for any claims arising out of or in connection with the terms of this Agreement howsoever arising, will not exceed 100% any charges payable under this Agreement.
- iMMERSIVE shall procure at its own cost and expense for the duration of the Agreement, insurance to cover its liability exposure under this Agreement, including employer's liability insurance. If required by the Customer, iMMERSIVE shall produce to the Customer satisfactory evidence that the insurance covers referred to above are in force and on request by the Customer iMMERSIVE shall provide copies of the relevant policies.
- Each provision of this Clause, limiting or excluding liability, operates separately and shall survive independently of the other provisions.

9. Termination

- Without limiting its other rights or remedies, either party may terminate the Agreement by giving the other party one (1) month's written notice.

- Without limiting its other rights or remedies, either party may terminate the Agreement by giving the other party written notice with immediate effect if: (a) 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 10 days of being notified in writing to do so. (b) The other party becomes, or is about to become, insolvent, unable to pay its debts or is the subject of a bankruptcy order or petition. (c) The Customer fails to pay an invoice within 30 days of it being due (d) The other party engages in any unprofessional conduct towards employees of either party.
- On termination of the Agreement for any reason: (a) The Customer shall immediately pay iMMERSIVE for all of the services undertaken on a Time and Materials (T&M) basis, this will be calculated based on the timecards logged in iMMERSIVE's project tracking system and charged at the rate agreed in the Appointment Letter + VAT (b) The Customer shall return all of iMMERSIVE's materials and any deliverables which have not been fully paid for and shall do nothing which undermines iMMERSIVE's name or reputation; (c) The accrued rights and remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and (d) Clauses which expressly or by implication survive termination shall continue in full force and effect including the clauses 5, 6, 7 & 8. The Customer is bound by a confidentiality agreement meaning the project cannot be discussed for 3 months from the date of termination with any parties other than the Customer or the Company. (f) Should the Customer terminate the agreement before the project commences a termination fee of 50% of the project value will be due to iMMERSIVE.

10. Force Majeure

- Neither Party to this Agreement shall be deemed to be in breach of this Agreement or any Statement of Work, or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement or any Statement of Work due to a Force Majeure.
- A Party shall only be entitled to claim relief under Clause 10 if it:
 - (a) informs the other Party as soon as reasonably possible that an event of Force Majeure has occurred; and
 - (b) uses all reasonable endeavours to recommence the performance of its obligations in accordance with this Agreement and any affected Statement of Work as soon as possible and keeps the other Party informed as to progress and the estimated dates on which that Party will be able to recommence full performance of its obligations.
- For so long as iMMERSIVE is unable to provide and/or is delayed in providing any Services in accordance with the requirements of this Agreement and any relevant Statement of Work due to an event of Force Majeure, the Charges payable under each affected Statement of Work shall be subject to a pro-rata reduction so that the Customer is not required to pay for any Services which are not performed, incorrectly performed and/or delayed due to that event of Force Majeure.

11. Status and Tax Liabilities

- In the provision of the Services iMMERSIVE shall operate as independent Consultants. Any employees, consultants or sub-contractors of iMMERSIVE shall not in any circumstances or for any purpose be deemed an employee of the Customer.
- Any employee, consultant or sub-contractor shall at all times be the responsibility of iMMERSIVE but shall be subject to all procedures and regulations connected with the Services as the Customer may reasonably request from time to time.
- iMMERSIVE shall be responsible for making appropriate PAYE deductions for tax and national insurance contributions from the remuneration it pays to its employees, consultants or sub-contractors and iMMERSIVE agrees to indemnify the Customer in respect of any claims that may be made by the relevant authorities against the Customer in respect of tax demands or national insurance or similar contributions relating to the provision of the Services.

12. Mutual non-solicitation of Employees

- The Customer agrees that neither party will solicit or offer employment to the respective employee(s) or sub-contractor(s) of the other, whether directly or indirectly, during their employment or within 1 year of completion of any services, except with the parties prior written approval in each case.

13. Non-waiver

- Failure of either party to insist upon strict compliance with any of the terms and conditions hereof or failure or delay to exercise any rights or remedies herein or at law or the acceptance of services, or the making of payments hereunder shall not be deemed to be a waiver of any rights of that party to insist upon strict performance of this Agreement.

14. Governing Law and Jurisdiction

- The validity, construction and performance of this Agreement shall be governed by the laws of England and the parties submit to the jurisdiction of the English courts in London, United Kingdom.

15. Change Control

- This Agreement shall not be varied or amended without the prior written agreement of the Customer and iMMERSIVE.

16. Assignment of Agreement

- iMMERSIVE may assign this Agreement under the terms of this Agreement to a third party with one month's written notice and with the written consent of the Customer.