



1 Standard Terms for the provision of Services

2 Integral Management Systems Consulting – who are we?

Integral Management Systems Consulting (“Integral”) is a sole trader company offering consultancy and auditing services to companies who wish to obtain formal certifications to ISO Management System standards such as:

- ISO/IEC 27001:2022 - Information Security
- ISO9001:2015 - Quality Management
- ISO22301:2019 - Business Continuity

Additionally, we are evolving our capabilities in providing consultancy on adopting other cyber security related standards and requirements such as ISO/IEC42001 AI standard and Defence cyber security in the near future.

3 Standard Terms and Conditions

This document sets out the terms and conditions applicable to the provision of any services by Integral (the “Terms and Conditions”). These Terms and Conditions apply to all orders submitted to Integral on or after the version date of these terms and conditions shown above. Please note that we only offer contracts in the English language. Nothing in these Terms and Conditions shall affect statutory rights of consumers, to the extent that they may not be limited or excluded by law. No terms and conditions proposed by you shall apply to the sale contract.

4 Interpretation

4.1 Meanings

In these Terms and Conditions, the following terms shall have the meaning set out below:

Business Day - a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Integral IPRs - all Intellectual Property Rights subsisting in the Reports excluding any Customer Materials incorporated in them.

Charges - the charges payable by the Customer for the supply of the Services by Integral, as set out in our proposal documents or estimate/quotations (exceptionally) agreed by Integral with the Customer in writing.

Contract - the contract between the Customer and Integral for the supply of the Services in accordance with the Terms and Conditions and the service description set out on the Signed Proposal.

Customer Materials - all materials, equipment and tools, drawings, specifications and data supplied by the Customer to Integral, necessary for the provision of any services provided.

Intellectual Property Rights - patents, copyright and trademarks, the right to sue for passing off, rights in consultancy or training materials, and all other intellectual property rights, in each case whether registered or unregistered.

Report - means a list of recommendations prepared by Integral or its personnel as part of or in relation to the Services which will be provided electronically.

Services - the services the Customer has selected from the Proposal or agreed quotation which will be provided in the English language by Integral remotely using Microsoft Teams or equivalent technology and will result depending on the nature of the services in the provision of a Report or advice or guidance.

Services Start Date - the day on which Integral is to start provision of the Services, as agreed in writing between the parties.

4.2 Commencement and term

4.2.1 The Contract shall commence once the Customer has paid in full for the relevant Services and shall continue, unless terminated earlier in accordance with its terms, until the Services have been completed.

4.2.2 Where exceptionally Integral has agreed in writing to accept payment in arrears, the Contract shall commence on Integral's written confirmation to the Customer that such terms shall apply.

5 Supply of services

5.1 Integral shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.

5.2 Audit services

5.2.1 The output from the Services shall be a Report highlighting non-conformances with relevant standards discovered by Integral in the course of provision of the Services or else in the case of consultancy will be verbal advice and guidance delivered by way of Microsoft Teams.

5.2.2 Reports will also contain, where appropriate or in agreement with the customer, recommendations on improving compliance to standards.

5.3 Consultancy services

5.3.1 Initial estimates of implementation consultancy will be prepared and mutually agreed between the Customer and Integral, and once reviewed and accepted by the Customer will be formalized in a proposal document.

5.3.2 The proposal document will define the outline of the service to be delivered and associated costs. The proposal will be signed and agreed by both parties.

5.4 In supplying the Services, Integral shall:

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- (a) provide the services of a suitably skilled, qualified and experienced member of its personnel;
- (b) perform the Services with reasonable care and skill; and
- (c) comply with all applicable laws in the United Kingdom;

provided that Integral shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;

- (d) take reasonable care of all Customer Materials in its possession or uploaded to its portal and destroy or remove the Customer Materials from the portal following completion of the Services (save to the extent it is required by law or its insurers to retain records of services provided and the reasons for particular recommendations made in its Reports).

5.5 Integral will provide the Services remotely using Microsoft Teams or equivalent technology but, exceptionally, to the extent Integral needs to attend the Customer's premises, Integral shall observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to Integral, provided that Integral shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

6 Customer's obligations

6.1 The Customer must:

- (a) co-operate with Integral in all matters relating to the Services;
- (b) where Integral has provided a plan as to how it intends to perform the Services, make available all information requested and all personnel available to us at the times set out in the plan;
- (c) where Integral has agreed to provide Services at Customer's premises, provide for Integral in a timely manner and at no charge, access to the Customer's premises, relevant personnel, office accommodation, data and other facilities as reasonably required by Integral;
- (d) ensure that all data, documentation and materials that are uploaded to Integral's nominated portal or otherwise shared with Integral are relevant, appropriate and that such upload and sharing shall be in full compliance with all applicable laws; and
- (e) provide, in a timely manner, such information as Integral may reasonably require, and ensure that it is accurate and complete in all material respects.

6.2 If Integral's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Integral shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Charges despite any such prevention or delay; and

(c) be entitled to recover any additional costs, charges or losses Integral sustains or incurs that arise directly or indirectly from such prevention or delay.

6.3 If the Customer gives more than 14 days' notice that it wishes to cancel or re-arrange the provision of the relevant Services, Integral shall use reasonable endeavours to schedule an alternative date for provision of the Services as soon as reasonably practicable but taking into account its obligations to other customers.

6.4 If the Customer gives less than 14 days' notice that it wishes to cancel or re-arrange the provision of the relevant Services, Integral shall be entitled to be paid and to retain all Charges. If the Customer wishes to proceed with the provision of the Services, Integral reserves the right to require the Customer to make a further payment in respect of the Services.

7 Data protection

7.1 Integral does not intend to process personal data provided by the Customer. To the extent that it does process personal data it does so incidentally to the extent necessary for the provision of the Services as a processor for the purposes of the UK Data Protection and/or General Data Protection Regulation (the "Regulation"). In this clause "controller", "data subject", "personal data", "personal data breach", "processing", "processor" and "supervisory authority" shall have the meaning given in the Regulation.

7.2 The Customer warrants that it has a legal basis for processing any personal data shared with Integral, that such processing by the Customer and the sharing of such personal data with Integral shall be in compliance with the Regulation and legal requirements in the Customer's jurisdiction.

7.3 The following clauses 7.4 and 7.5 apply in respect of processing of personal data in the UK and the EU.

7.4 Integral undertakes that prior to processing any personal data on behalf of Customer it will have implemented appropriate technical and organisational measures in such a manner that the processing it carries out on behalf of Customer will meet the requirements of the Regulation.

7.5 Integral undertakes to Customer that it will:

(a) process the personal data only on documented instructions from Customer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which Integral is subject; in such a case, Integral shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Integral shall inform the Customer if, in its opinion, an instruction infringes the Regulation or other Union or Member State data protection provisions;

(b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 32 of the Regulation (Security of processing);

- (d) not appoint or engage another processor ("sub-processor") without the prior written consent of Customer (which will not be unreasonably withheld or delayed) and where consent is given it will ensure that it has a written contract with the sub-processor that imposes on the sub-processor in a legally binding manner obligations broadly equivalent to those set out in this clause that apply to Integral;
- (e) taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the Regulation (Rights of the data subject);
- (f) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Regulation taking into account the nature of processing and the information available to Integral;
- (g) at the choice of the Customer, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless the law requires storage of the personal data;
- (h) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Regulation (Processor) and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer;
- (i) maintain a record of its processing activities on behalf of the Customer in accordance with Article 30 of the Regulation (Records of processing activities);
- (j) co-operate on request with any relevant supervisory authority in the performance of its tasks; and
- (k) comply with its other obligations under the Regulation including without limitation in relation to the notification of personal data breaches to the Customer.

7.6 If the Customer processes personal data in a jurisdiction other than the UK or the EU, it must ensure that it does not share personal data with Integral or else ensure that any such sharing is in full compliance with law in the relevant jurisdiction.

8 Intellectual property

8.1 Integral and its licensors shall retain ownership of all Reports authored by Integral. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

8.2 Integral grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy all Reports authored by Integral in perpetuity.

8.3 The Customer grants Integral a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and use the Customer Materials for the purpose of providing the Services to the Customer in accordance with the Contract.

8.4 The Customer shall indemnify Integral in full in respect of all claims brought against Integral for infringement of a third party's rights (including any Intellectual Property Rights) as

a result of Integral hosting the Customer Materials on its portal and/or copying and using the Customer Materials in the course of the provision of the Services.

9 Charges and payment

9.1 All Charges must be paid in advance of the provision of Services. In consideration of the Customer's payment of the Charges, Integral shall provide the Services.

9.2 Charges shall be shown without VAT which shall is not charged for services provided.

9.3 Where exceptionally Integral has agreed to payment or part-payment in arrears or on some other basis:

(a) Integral shall submit invoices for the Charges "excluding" VAT if applicable to the Customer following completion or part completion of the Services.

(b) the Customer shall pay each invoice due and submitted to it by Integral, within 15 days of receipt, to a bank account nominated in writing by Integral.

(c) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue at the rate prescribed from time to time by law.

(d) Integral may suspend all Services until payment has been made in full.

(e) all amounts due under the Contract from the Customer to Integral shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 Limitation of liability

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in this clause 10 shall limit the Customer's payment obligations under the Contract.

10.3 Nothing in this Contract shall limit the Customer's liability under clause 8.4 of the Contract.

10.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation;

10.5 Subject to clause 10.4 (Liabilities which cannot legally be limited), Integral's total liability in connection with the provision of Services under this Contract:

- (i) for loss arising from Integral's failure to comply with its data processing obligations under clause 7 (Data protection) shall not exceed £100,000; and
- (ii) for all other loss or damage shall not exceed an amount equal to the greater of: (a) £1000; or (b) 120% of all Charges paid or payable in respect of the Services.

10.6 This clause 10.6 sets out the types of loss that which are not recoverable by either party:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill;
- (g) costs of any certification body; and
- (h) indirect or consequential loss.

10.7 THE CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS THE SERVICES DO NOT COMPRISE THE CERTIFICATION OF THE CUSTOMERS SYSTEMS, PROCESSES OR PROCEDURES, MERELY ADVICE IN RESPECT OF THE STEPS THE CUSTOMER SHOULD UNDERTAKE WITH A VIEW TO OBTAINING CERTIFICATION. THE CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS THAT IT MUST SEPARATELY APPLY FOR CERTIFICATION FROM THE RELEVANT CERTIFICATION BODY.

10.8 THE CUSTOMER FURTHER ACKNOWLEDGES THAT COMPLIANCE WITH RECOMMENDATIONS SET OUT IN A REPORT DOES NOT GUARANTEE THAT A CERTIFICATION AUTHORITY WILL CERTIFY THE SYSTEMS, PROCESSES AND PROCEDURES OF THE CUSTOMER. INTEGRAL DOES NOT WARRANT THAT ITS REPORT AND/OR ANY ADVICE OR GUIDANCE GIVEN SHALL COMPLY WITH ANY APPLICABLE LAWS OUTSIDE THE UNITED KINGDOM.

10.9 A REPORT AND/OR ANY ADVICE OR GUIDANCE PREPARED BY INTEGRAL SHALL BE ADDRESSED TO THE CUSTOMER AND ONLY THE CUSTOMER (AND NO OTHER PERSON) MAY RELY ON A REPORT AND/OR ANY ADVICE OR GUIDANCE OFFERED BY INTEGRAL.

11 Termination

11.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified [in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without affecting any other right or remedy available to it, Integral may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.3 On termination of the Contract for whatever reason:

(a) the Customer shall immediately pay to Integral all of Integral's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Integral may submit an invoice, which shall be payable immediately on receipt;

(b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

(c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12 General

12.1 Force majeure.

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. For these purposes, force majeure includes circumstances where Integral is unable to make available staff due to the COVID-19 pandemic or any other pandemic.

12.2 Assignment and other dealings.

(a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Integral's prior written consent.

(b) Integral may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

12.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, or customers of the other party or of any member of the group to which the other party belongs, except as permitted by this clause 12.3. For the purposes of this clause 12.3, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.5 Variation.

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver.

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12.7 shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the Contact address specified in the quote or proposal

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause 12.8 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.

12.9 Third party rights.

(a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

12.11 Jurisdiction.

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