



M-IFS Terms and Conditions

This comprehensive Terms and Conditions document (“Terms”) governs all services provided by M-IFS (Muslim-Inclusive Framework Standard), including certification (accreditation) services and workshop/training services. It supersedes and integrates the previous Terms and Conditions (version 1.3) and applies to both public and private sector clients.

1. Introduction

1.1 Overview: These Terms form a legal agreement between the Client and **M-IFS**, a framework operated by **Invitise Ltd**, governing the Client’s access to and use of M-IFS services. By applying for accreditation, engaging in a workshop, or using any M-IFS service, the Client agrees to be bound by these Terms.

1.2 Scope: M-IFS provides services to organizations of all types (private, public, and third sector) seeking to improve Muslim inclusion. Services include but are not limited to certification (accreditation) assessments, training workshops, consulting, and support services. All services are delivered under these Terms.

1.3 Quality Governance: M-IFS is administered by Invitise Ltd under a documented Quality Management System aligned with ISO 9001:2015. *(Note: M-IFS certification is in progress, and the M-IFS Certification Mark is pending registration with the UK Intellectual Property Office.)*

2. Definitions

For the purposes of these Terms, the following definitions apply:

- **“M-IFS”** – The Muslim-Inclusive Framework Standard program operated by Invitise Ltd, including all certification and support services offered under this framework.
- **“Invitise Ltd”** – The company that owns and operates M-IFS.
- **“Client”** – Any organisation, company, or individual that registers, applies, or subscribes to M-IFS services (including applicants for accreditation and those booking workshops or other services).
- **“Services”** – The services provided by M-IFS, including but not limited to accreditation and certification assessments, consulting, Muslim awareness workshops, corporate counselling, training sessions, support programs, and any related offerings.
- **“Certification” or “Accreditation”** – The process and result of an organisation being assessed and recognized by M-IFS at a certain level of the Muslim-Inclusive Framework Standard (e.g. Standard, Bronze, Silver, Gold, Platinum).
- **“Certification Mark”** – The official M-IFS logo, badge, or mark provided to Clients upon achieving a certain accreditation level, which signifies their M-IFS accredited status.
- **“Workshop Services”** – Any training, educational session, seminar, or workshop delivered by M-IFS to a Client, whether at the Client’s site, online, or at a designated venue.



- **“Agreement”** – These Terms together with any service proposal, application form, purchase order, or other documents expressly incorporated herein, which collectively form the contractual agreement between M-IFS and the Client.

(Any other capitalized terms in this document shall have the meaning given to them in context or in the section where they are defined.)

3. Scope of Services

3.1 Certification Services: M-IFS offers an accreditation/certification service whereby Clients’ workplace policies and practices are assessed against the Muslim-Inclusive Framework Standard. Successful Clients are awarded a certification at a specific level (Standard, Bronze, Silver, Gold, or Platinum) valid for a 12-month period, subject to annual reassessment for renewal. All accreditation services are conducted in alignment with M-IFS’s framework criteria and documented procedures.

3.2 Workshop and Support Services: M-IFS also provides additional support services independent of the certification process, such as Muslim awareness training workshops, faith-sensitive workplace counselling, corporate consulting, and related advisory services. These services are designed to improve inclusion and awareness within the Client’s organization but **do not influence** or guarantee the outcome of any accreditation. Participation in workshops or counselling does not automatically grant any certification status. Additional support services may include template toolkits, internal guidance resources, community forums, and consultancy.

3.3 Applicability: These Terms apply to all Services provided by M-IFS, whether the Client is pursuing formal accreditation or simply engaging in training or consulting. Public sector clients, private companies, and non-profits are all equally bound by these Terms when using M-IFS Services. The Client acknowledges that M-IFS’s role is to provide guidance, assessment, and recognition in the field of Muslim inclusion, and not to perform the Client’s legal or managerial responsibilities.

3.4 Clients may choose to purchase optional implementation support resources such as the Line Manager Toolkit or Board-Level Inclusion Guidance. These are not assessed and do not influence accreditation decisions.

3.5 Advisory and Non-Assessed Resources

M-IFS may offer Clients access to additional resources or content (e.g. implementation templates, suggested practices, guides, or community recommendations) which are not assessed, not required, and do not influence accreditation outcomes. These materials are for informational purposes only and should be tailored and vetted by the Client before use. Their availability does not imply M-IFS endorsement of specific implementation methods.



4. Application, Registration and Assessment

4.1 Application Process (Certification): Clients seeking M-IFS accreditation must complete the official application process (e.g., by submitting required forms and documentation). All information and materials submitted must be truthful, accurate, and complete. Clients are responsible for reviewing the **Application Checklist** and providing all evidence as required. M-IFS reserves the right to request additional supporting evidence at any time during the assessment. Submission of an application does **not** guarantee that accreditation will be granted. M-IFS may accept or decline any application at its discretion, including in cases where eligibility criteria are not met. Acknowledge that M-IFS may periodically review and expand the certification framework and evidence requirements in line with best practices.

4.2 Workshop/Service Registration: For non-certification services such as workshops or counselling, Clients must register or enter into a service agreement as directed by M-IFS. This may involve specifying the scope of the workshop, dates, number of participants, or other relevant details. The Client must provide any information M-IFS reasonably requires to tailor or deliver the service (for example, information on participant numbers, venue safety, specific topics of interest, etc.).

4.3 Assessment and Evaluation: If the service involves an assessment (such as a certification audit or evaluation of policies), the Client agrees to cooperate fully. This includes granting M-IFS access to premises (with reasonable prior notice for on-site assessments), personnel (for interviews or surveys), and documentation needed to verify compliance with M-IFS standards. The Client must designate a primary contact person to liaise with M-IFS assessors and promptly address queries or requests during the assessment.

4.4 Accuracy of Information: The Client warrants that all information provided to M-IFS, whether in an application, registration, during an assessment, or otherwise, is correct and not misleading. Any falsification, misrepresentation, or omission of critical information by the Client constitutes a material breach of these Terms. M-IFS reserves the right to suspend or terminate Services or refuse/withdraw accreditation if it discovers that information provided was false or misleading.

4.5 Outcome of Assessment: Accreditation assessments will result in either award of accreditation at a certain level or a decision that the Client has not yet met requirements. M-IFS will provide feedback or a report outlining findings. If standards are not met, M-IFS may, at its discretion, allow the Client to address gaps and reapply or be reassessed (additional fees may apply for re-assessment, as per Section 7). All accreditation decisions are made impartially based on the evidence and criteria; they are final and subject to appeal only as outlined in any applicable appeals procedure M-IFS may have in place.



5. Client Obligations and Conduct

5.1 Compliance and Professional Conduct: The Client agrees to uphold high standards of integrity and ethical conduct throughout the engagement with M-IFS. Clients must adhere to all applicable laws and professional standards in their industry. In particular, if the Service involves professional counselling or advice (for example, M-IFS providing mental health or faith-sensitive counselling through qualified practitioners), the Client and its personnel must cooperate in line with the relevant professional codes of ethics (e.g. the **National Counselling Society (NCS)** or other relevant bodies). The Client must not ask M-IFS staff or associates to violate any ethical or legal requirements.

5.2 Cooperation: The Client is responsible for actively cooperating with M-IFS in delivering the Services. This includes:

- **Timely Communication:** Responding promptly to M-IFS communications, providing additional information or clarification when requested, and informing M-IFS of any scheduling constraints or changes in circumstances that may affect service delivery.
- **Access and Facilities:** For on-site services (such as in-person assessments or workshops at the Client's location), ensuring M-IFS personnel have safe and reasonable access to the premises, necessary facilities (e.g. meeting space, projector, etc.), and are briefed on any health, safety, or security protocols. The Client must maintain a safe working environment for M-IFS staff and notify M-IFS in advance of any potential hazards or required safety training at the site.
- **Points of Contact:** Appointing competent representatives to act as points of contact for M-IFS consultants or auditors, and ensuring that such representatives have the authority and knowledge to provide information and make decisions on behalf of the Client as needed for the service.
- **Integrity of Evidence:** When providing documentation or evidence for accreditation (policies, photos, employee testimonies, etc.), submitting material that is genuine and unaltered (except to redact personal sensitive data if necessary). The Client should retain originals of all submitted evidence as M-IFS may request verification.

5.3 Use of Advice and Training: The Client is responsible for how it implements any advice, recommendations, or training outcomes provided by M-IFS. While M-IFS will deliver Services to the best of its ability, the **Client remains accountable** for its own policies, decisions, and actions. For example, if M-IFS conducts a workshop on Muslim inclusion, it is the Client's duty to apply that knowledge appropriately in their workplace. If M-IFS provides sample policies or suggestions, the Client should vet and adapt these in line with their organization's context and legal obligations. M-IFS will not be responsible for managing the Client's internal change processes or ensuring the Client's compliance with laws – these remain the Client's responsibilities.



5.4 No Misuse of Services: The Client shall not misuse any Service or engage in any activity that could harm M-IFS's reputation or the integrity of the certification. Specifically, the Client must not:

- **Misrepresentation:** Misrepresent the scope or status of their M-IFS accreditation (e.g., claiming to be certified when only in process, or claiming a higher level than awarded).
- **Improper Influence:** Attempt to influence or pressure M-IFS auditors, consultants, or decision-makers in any unethical manner (such as bribery, gifts, or threats) to achieve a desired outcome.
- **Inappropriate Conduct:** Engage in harassing, discriminatory, or abusive behavior towards M-IFS staff or associates. M-IFS has a zero-tolerance policy for harassment or abuse.
- **Breach Confidentiality:** Publicly disclose or share confidential assessment materials, questionnaires, or tools provided by M-IFS without authorization (except within the Client's own internal team as needed for the Service).

A breach of any of the obligations in this Section 5 is considered a material breach of the Agreement and may result in suspension or termination of Services (including revocation of certification) as detailed in Section 12.

6. Use of Accreditation and Certification Marks

6.1 Grant of License: Upon the Client's successful accreditation, M-IFS grants the Client a non-exclusive, non-transferable, revocable license to use the **M-IFS Certification Mark** corresponding to the level of accreditation achieved. This license allows the Client to publicly display the M-IFS logo/badge **solely for the purpose of indicating their accreditation status**, and only **during the valid period of accreditation**. No other use of M-IFS's name or logos is permitted without express written permission from M-IFS.

6.2 Approved Usage: The Certification Mark may be used on the Client's marketing materials, website, email signatures, social media announcements, internal documents, and recruitment ads **strictly in accordance with M-IFS's Brand Usage Guidelines**. These guidelines (provided to accredited Clients) include specifications on color codes, format, and contexts for use. For example, the Client must use the exact logo files provided, must not alter or distort the mark, and must not combine it with other graphics in a misleading way. Phrasing such as "M-IFS Accredited (Level)" can be used in text to describe the achievement.

6.3 Prohibited Usage: The Client must NOT:

- Use the M-IFS Certification Mark or name in any way that implies endorsement of products or services not covered by the accreditation. (For instance, the mark may not be used on product packaging or sales brochures unrelated to workplace inclusion without permission.)
- Continue to use or display the Certification Mark if the accreditation has expired, been suspended, or terminated. (All usage must cease immediately upon suspension or revocation, or if the accreditation period lapses without renewal.)



- Alter the mark's design, colors, or text, or create any derivative logos confusingly similar to M-IFS's marks.
- Allow any other entity (e.g., affiliates or partners of the Client not themselves accredited) to use the mark. The accreditation and its mark apply **only to the specific Client entity** that was assessed and certified, and only for the scope (sites, services, etc.) covered by the certification.

6.4 References to M-IFS (Non-Certified Usage): Organizations that have not yet been formally accredited by M-IFS are **not permitted** to use the M-IFS name, logo, or claim any association in any format that implies certification. They may state that they are “applicants” or “participants in an M-IFS program” only with prior written approval from M-IFS for the exact wording. Any misuse of the M-IFS name or logo by non-accredited entities (including implying accreditation during the application stage or after a failed assessment) is a violation of M-IFS's intellectual property rights and may result in legal action (see Section 10).

6.5 Monitoring and Enforcement: M-IFS reserves the right to monitor the Client's use of the Certification Mark and to require correction or cessation of any use it deems non-compliant with these Terms or the Brand Usage Guidelines. If the Client does not promptly correct improper usage upon notice, M-IFS may suspend or withdraw the accreditation and license to use the mark. The Client agrees to cooperate with M-IFS in any audit of logo usage.

6.6 Licensing Agreement: The use of the Certification Mark is further subject to any specific licensing agreement or rules of use that M-IFS may require the Client to sign or acknowledge. Such rules (including any **Rules of Use & Licensing** guidelines provided on the M-IFS website) are incorporated by reference into these Terms. Misuse of the mark or failure to comply with usage rules is considered a serious breach that may result in immediate suspension or termination of the accreditation license (and Section 12 will apply).

7. Fees and Payment Terms

7.1 Fee Structure: Fees for M-IFS Services are determined based on the type of service and, for certification, the size and complexity of the Client's organization. The fee structure will typically be communicated via a proposal or fee schedule before the Client commits to the service.

Certification services may involve an application fee, assessment fee, annual renewal fee, and/or surveillance visit fees (if applicable). **Workshop or consulting services** may be charged on a per-session or project basis. All quoted fees are exclusive of VAT or other applicable taxes, which will be added as required by law. The Client is responsible for paying any taxes associated with the Services.

7.2 Administrative and Application Fees: Certain fees, such as initial application fees or administrative setup charges, are **non-refundable**. These fees cover the costs M-IFS incurs in processing the Client's application or arranging the service (e.g., initial document reviews, scheduling, account setup) and are due regardless of whether the Client ultimately achieves certification or completes the service term. If the Client withdraws their application or cancels the service after work has commenced, these administrative fees will not be returned. M-IFS ensures that its non-refundable fee practices are consistent with industry standards, meaning such fees are limited to reasonable amounts necessary to cover upfront costs.



7.3 Invoicing and Payment Due Date: M-IFS will invoice the Client for Services as follows: (a) **Certification Services** – typically, full payment is required **in advance** or at key stages (e.g., upon application and before final decision). M-IFS may require full payment of the accreditation fee before issuing the final certification decision or certificate. (b) **Workshops/Other Services** – payment may be required upfront at the time of booking, or split into a deposit and balance due by a certain date, as specified in the service agreement or invoice. Unless otherwise stated in writing, all invoices are due upon receipt or within **30 days** of the invoice date.

7.4 Late Payments: The Client must pay all invoices in full by the due date. If the Client fails to pay on time, M-IFS reserves the right to take one or more of the following actions:

- Suspend all ongoing Services (including pausing an ongoing certification process or suspending an issued certification) until payment is received.
- Charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate, accruing daily from the payment due date until payment in full.
- Recover from the Client any costs of collection, including reasonable legal fees, if such steps are required to obtain overdue payments.

7.5 Refunds and Cancellations: Fees for Services are generally non-refundable except as expressly provided in these Terms or agreed by M-IFS in writing. Key principles regarding refunds:

- If the Client cancels a scheduled workshop or consulting session **with sufficient advance notice** (as defined in the service agreement, e.g., at least 14 days prior to the event), M-IFS may refund part of the fee or credit it towards a rescheduled date, after deducting any non-recoverable costs already incurred (such as preparation time or travel bookings). If cancellation is on short notice (e.g., less than 14 days prior), M-IFS reserves the right to charge a **cancellation fee** or retain any deposit paid, to cover lost time and expenses.
- If the Client terminates or withdraws from an accreditation process before completion, no refund will be given for work already performed by M-IFS. M-IFS may, at its sole discretion, refund a portion of fees paid for stages of work not yet undertaken, **minus** any applicable administrative fees and expenses. However, once an accreditation decision has been made (whether approval or denial), the fees paid cover the evaluation work and no refund is due regardless of the outcome.
- If M-IFS terminates the Agreement **without cause** (per Section 12.2) before completing the Services, M-IFS will refund any fees for services not yet delivered to the Client, and will not charge any cancellation fee. Administrative fees already expended will not be refunded.
- If M-IFS cancels or is unable to deliver a workshop or service session as scheduled (e.g., due to trainer illness or other factors under M-IFS's control), the Client is entitled to either a rescheduled session or a refund of the fees for that session, at the Client's choice. For cancellations due to **Force Majeure** events, Section 15 will apply.



7.6 Changes in Scope or Additional Work: If during the course of providing Services it becomes apparent that additional work is required beyond the initially agreed scope (for example, an extra on-site visit, extended workshop hours, or re-assessment due to corrective actions), M-IFS will inform the Client as soon as possible and provide an estimate for any **additional fees**. The Client's approval (which may be by email) will be obtained before incurring such fees. The Terms herein will govern any additional services similarly.

7.7 No Set-off or Deductions: The Client shall pay all amounts due in full without any set-off, counterclaim, deduction, or withholding. If the Client is required by law to deduct taxes from a payment, the Client will increase the payment so that M-IFS receives the full amount invoiced as if no deduction were required.

7.8 The Client agrees to provide up-to-date turnover and workforce information at the time of application or renewal for fee calculation purposes. Changes in organisational size may affect pricing or scope of assessment.

8. Confidentiality

8.1 Mutual Confidentiality Obligation: Both M-IFS and the Client (each, in this section, a "Party") may receive confidential or proprietary information from the other during the course of the Agreement. "**Confidential Information**" means any information, data, or materials, in any form, that are marked or otherwise identified as confidential, or that would reasonably be considered confidential due to its nature or the circumstances of its disclosure. This may include business plans, trade secrets, technical data, employee information, assessment results, reports, and any non-public information concerning the disclosing Party's operations.

8.2 Protection of Information: The receiving Party shall use the disclosing Party's Confidential Information only for the legitimate purposes of fulfilling this Agreement and shall not disclose it to any third party without the disclosing Party's prior written consent. Each Party agrees to exercise at least the same degree of care in protecting Confidential Information as it uses to protect its own confidential information of similar sensitivity (and no less than reasonable care). Access to Confidential Information shall be limited to personnel, subcontractors, or advisors of the receiving Party who **need to know** it for the performance of obligations or exercise of rights under this Agreement, and who are bound by confidentiality obligations at least as strict as this Section.

8.3 Exceptions: Information shall not be considered Confidential Information if the receiving Party can demonstrate that: (a) it is or becomes publicly available through no wrongful act of the receiving Party (and without breach of this Agreement); (b) it was lawfully known to the receiving Party without confidentiality obligations **before** receiving it from the disclosing Party; (c) it was independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information; or (d) it was obtained by the receiving Party in good faith from a third party who had the right to disclose it without restriction.



8.4 Permitted Disclosures: Notwithstanding the above, a Party *may* disclose Confidential Information if and to the extent required by law, regulation, court order, or regulatory authority. However, the receiving Party must, if legally permissible, give prompt written notice to the disclosing Party of the required disclosure so that the disclosing Party may seek an injunction, protective order, or other appropriate remedy to prevent or limit the disclosure. The receiving Party shall disclose only that portion of information which it is legally required to disclose.

8.5 Return or Destruction: Upon termination of the Agreement or upon the disclosing Party's written request, the receiving Party will return or securely destroy all Confidential Information of the disclosing Party that is in its possession or control, except that the receiving Party may retain one copy of such information in its legal archives if required for compliance or dispute resolution purposes, and provided that such retained copy remains confidential. M-IFS's **Privacy Policy** (available on our website) provides details on how personal data is stored and deleted over time (see Section 15 on Data Protection).

8.6 Confidentiality of Accreditation Process: M-IFS understands the sensitive nature of the information Clients provide (such as internal policies, photographs of facilities, and possibly employee feedback). M-IFS will treat all client-specific findings and results as confidential. However, the Client agrees that M-IFS may publish or publicly share generic information about the fact of the Client's accreditation (e.g., listing the Client's name as an accredited organization and level achieved, see Section 10.4 on Publicity). The detailed findings of the assessment or any sensitive data will not be shared publicly without consent, subject to the exceptions in 8.4.

8.7 Survival: The obligations of confidentiality in this section shall commence on the Effective Date of these Terms and **survive** the termination or expiration of the Agreement for a period of at least **five (5) years**, or indefinitely with respect to any trade secrets. Both Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm, and that the injured Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9. Privacy and Data Protection

9.1 Compliance with Law: M-IFS is committed to protecting Client data in accordance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Any personal data (information about identifiable individuals) collected by M-IFS from the Client will be processed and stored only for legitimate purposes related to service delivery, accreditation, and maintaining records, and in line with the lawful bases under GDPR.

9.2 Use of Data: The data provided by the Client during application or service delivery (which may include contact information, policy documents, evidence files, and correspondence) will be used solely for the purposes of assessment, service delivery, quality assurance, and any required accreditation audit trail. M-IFS will not sell or rent Client personal data to third parties. Data may be shared with M-IFS team members, auditors, or approved subcontractors who are involved in providing the Services, and all such parties are bound by confidentiality and data protection obligations.



9.3 Privacy Policy: The detailed practices regarding personal data are described in the **M-IFS Privacy Policy**, which is available on our website (m-ifs.org.uk/privacy-policy). This includes information on what data we collect, how we use it, the rights of data subjects, and how to contact us about privacy concerns. By agreeing to these Terms, the Client also acknowledges the terms of the Privacy Policy. In case of any conflict between these Terms and the Privacy Policy regarding personal data, the Privacy Policy will govern on matters of data usage and protection.

9.4 Data Retention: M-IFS will retain certification-related data and records for a defined period to meet legal, accreditation, and quality management requirements. In general, if the Client undergoes accreditation, all evidence submissions, assessment reports, and related correspondence will be retained securely for the duration of the accreditation period and for **six (6) years** after the certification expires, is suspended, or is terminated. This retention period aligns with best practices for auditability, quality control, and the handling of any appeals or follow-up assessments. After this period, personal data will be securely deleted or anonymized, unless there is a legal obligation or ongoing legitimate interest to retain it longer (for example, if an issue or dispute is still unresolved). Data from Clients who applied but did not get certified, or who only attended workshops, will be retained no longer than necessary for the purposes it was collected (as detailed in the Privacy Policy).

9.5 Client Data Responsibilities: If the Client provides M-IFS with personal data of third parties (for example, a list of employee contacts for survey purposes, or personal details within evidence documents), the Client is responsible for ensuring it has the right to share that data with M-IFS (such as by obtaining consent from those individuals if required, or by anonymizing data where feasible). M-IFS will treat such data in accordance with these Terms and the Privacy Policy, but the Client should only share what is necessary for the Service.

9.6 Data Security: M-IFS implements appropriate technical and organizational measures to protect personal data and other Client information against unauthorized access, alteration, disclosure, or destruction. This includes using secure storage solutions, encryption where appropriate, access controls for staff, and regular review of data handling procedures. In the unlikely event of a data breach involving Client personal data, M-IFS will notify the Client without undue delay, especially if there is a risk to the rights and freedoms of individuals, and will follow all applicable breach notification laws.

10. Intellectual Property and Ownership

10.1 M-IFS Materials: All materials, standards, frameworks, documentation, and content provided by M-IFS as part of the Services are and remain the intellectual property of **Invitise Ltd** (or its licensors). This includes (without limitation) the M-IFS framework documentation, assessment tools, training materials, slide decks, reports, logos, badges, and any written recommendations or guides. These materials are protected by copyright, trademark, and other applicable intellectual property laws. **'M-IFS' is a trademark of Invitise Ltd**, and the certification logos/badges are certification marks in the process of registration with the UK IPO. The Client does not acquire any ownership rights to these materials by virtue of using the Services or achieving accreditation.



10.2 Permitted Use of M-IFS Materials: The Client is granted a limited license to use the deliverables and materials provided by M-IFS **only for their internal business purposes** and for the specific purposes intended by the Service. For example, if M-IFS provides the Client with a workshop slide deck or a custom report, the Client may use and internally distribute those materials within their organization to further their inclusion efforts. However, the Client may **not** copy, publish, distribute to the public, or create derivative works from any M-IFS materials without prior written permission from M-IFS, except for the use of Certification Marks as allowed under Section 6. Any authorized copies of M-IFS materials must retain all proprietary notices (e.g., copyright and trademark notices) as originally displayed.

10.3 Restrictions: The Client shall not reverse-engineer, decompile, or disassemble any tools or platforms provided by M-IFS, and shall not attempt to ascertain or use any source code or trade secrets embodied in M-IFS services or software. The Client shall not remove or obscure any M-IFS or Invitise branding or disclaimers on materials provided. When referencing the M-IFS framework or standard in any internal documents or public materials, the Client should attribute it properly to Invitise Ltd or M-IFS.

10.4 Client Intellectual Property: All documents, data, and materials that the Client provides to M-IFS during the Service remain the intellectual property of the Client (or their respective owners). By providing such materials, the Client grants M-IFS a limited license to use, copy, and modify those materials **solely for the purposes of delivering the Services** (for example, analyzing policies for assessment, or incorporating client examples into a training with permission). M-IFS will not use the Client's provided content for any other purpose without the Client's consent. After the Service is complete, M-IFS will retain or dispose of Client materials in accordance with Section 9 (Data Protection) and Section 8 (Confidentiality).

10.5 Publicity and Branding: M-IFS may wish to use the Client's name, logo, and basic facts about the engagement in its marketing or informational materials (for example, listing the Client among references or on a roster of accredited organizations on the M-IFS website, or announcing "Organization X has achieved M-IFS Bronze accreditation"). The Client agrees that M-IFS may make such factual references to the engagement and the Client's accredited status, **unless** the Client explicitly requests in writing that they do not wish to be included in such publicity. Any deeper use of the Client's logo or testimonials (beyond a simple name mention or listing) will be subject to obtaining the Client's prior approval. Conversely, the Client may publicly state that they are working with M-IFS or are M-IFS accredited (if true), consistent with Section 6, but must not present M-IFS as endorsing any specific product, service, or policy of the Client beyond the accreditation itself.

10.6 Third-Party Intellectual Property: If any M-IFS materials incorporate third-party content (for example, excerpts from published standards or media used in workshops), M-IFS will ensure it has the necessary rights to use that content. The Client agrees to abide by any additional terms that may apply to third-party content as communicated by M-IFS. For instance, if a training includes a copyrighted video under license, the Client cannot extract and reuse that video outside the context of the training.

10.7 Intellectual Property Enforcement: M-IFS's names, logos, trademarks, and content are



valuable assets. The Client shall immediately notify M-IFS if it becomes aware of any infringement or unauthorized use of M-IFS intellectual property (for example, a third party falsely claiming M-IFS accreditation or copying materials). Likewise, M-IFS will notify the Client if any of the Client's intellectual property rights might be infringed in the context of the engagement. Both parties agree to work in good faith to address and resolve any such intellectual property issues. Unauthorized use of either party's IP by the other will be considered a breach of these Terms.

11. Disclaimers

11.1 Advisory Nature of Services: The Client acknowledges that M-IFS is **not a law firm, medical provider, or governmental regulatory body**. All Services, including certification, training, and counselling, are provided on an advisory basis to support the Client's diversity and inclusion objectives. **No legal, medical, or regulatory advice** is being given, and no attorney-client, doctor-patient, or similar professional relationship is intended to be formed under these Terms. The Client should seek independent professional advice on legal or regulatory compliance matters as needed. M-IFS's accreditation framework is a voluntary standard and not mandated by law.

11.2 Counselling Services: If the Services include **workplace counselling or mental health support** for the Client's employees, the Client understands that while these services are provided by qualified professionals, they are **not a substitute** for formal medical or psychological treatment. M-IFS's counsellors do not provide medical diagnoses or prescriptions. The counselling is meant to offer supportive guidance in a workplace context. Employees with serious mental health concerns should be directed to appropriate medical professionals. M-IFS will not be liable for any outcomes if an employee chooses to rely solely on workplace counselling in lieu of seeking medical help.

11.3 No Guarantee of Certification or Outcomes: M-IFS will use its expertise to assess and guide the Client, but **achievement of accreditation is not guaranteed**. Certification is granted only if the Client meets all required criteria and successfully passes the assessment. Similarly, while workshops and training aim to improve knowledge and practices, M-IFS does not guarantee any specific outcomes (such as a measured increase in diversity metrics or avoidance of any legal claims). The responsibility for improvement lies with the Client's implementation of lessons learned. Additionally, accreditation by M-IFS is based on the information and evidence provided by the Client and possibly spot checks; it reflects the Client's status at the time of assessment. **Accreditation is not a guarantee** that the Client is in full compliance with all laws or that issues will not arise in the future.

11.4 Independent Framework: M-IFS is an independently developed certification framework. It is **not affiliated** with or officially endorsed by any government agency or any other diversity charter, pledge, or standard except as specifically disclosed. For example, M-IFS is separate from initiatives like the Disability Confident scheme or Stonewall Diversity Champions; any resemblance is coincidental or in the spirit of industry best practice but does not imply mutual recognition. The term "accreditation" as used by M-IFS refers to the certification granted under the M-IFS framework and is not to be confused with governmental accreditation of educational institutions or the like.



11.5 Third-Party Products or Services: In the course of providing Services, M-IFS may recommend or reference third-party resources (e.g., training tools, books, consultants, or products) that could benefit the Client. These are suggestions only. M-IFS does not guarantee or take responsibility for third-party offerings, and any engagement with third parties will be at the Client's sole risk under the third party's terms. M-IFS is not responsible for any acts or omissions of third parties that are not subcontractors under these Terms.

11.6 No Warranty: To the fullest extent permitted by law, M-IFS provides all Services and materials "**as is**" and disclaims any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. M-IFS does not warrant that the Services will achieve the Client's desired results or that every aspect of the Client's operations will be addressed. The Client accepts that any strategic decisions following M-IFS's recommendations are the responsibility of the Client.

12. Termination and Suspension

12.1 Termination by Client: The Client may terminate this Agreement or cancel specific Services by providing M-IFS with written notice (e.g., via email to the contact in Section 18). Unless a longer notice period is required in a particular service agreement or order (which will take precedence), termination by the Client will take effect **30 days** after M-IFS's receipt of the notice, or on a later date specified in the notice. The Client remains responsible for any fees for Services that are performed during the notice period and any non-cancellable expenses that M-IFS has incurred in preparation for the Services. If the Client terminates a Service engagement early, any applicable refund will be handled in accordance with Section 7.5.

12.2 Termination by M-IFS (For Convenience): M-IFS reserves the right to terminate the Agreement, or any specific Service or portion of Services, **at any time, for any reason or no reason**, by giving written notice to the Client. Such termination for convenience will, unless otherwise specified in the notice, take effect immediately or on the date stated in the notice. In the event of termination under this clause (where there has been no breach by the Client), M-IFS will refund any pre-paid fees for Services not yet rendered as of the effective termination date, after deducting any non-refundable administrative fees or costs for work already performed. The Client agrees that termination by M-IFS for convenience shall not be deemed a breach of contract, and the refund of unused fees (if any) is the Client's sole remedy (aside from entitled refunds under Section 7.5).



12.3 Termination or Suspension by M-IFS (For Cause): M-IFS may immediately terminate the Agreement **or suspend** (at its option) the provision of all or part of the Services, including withholding or revoking a certification, if the Client is in material breach of these Terms. Material breaches include (but are not limited to):

- Failure to pay fees when due (subject to any cure period specified on the invoice or in these Terms).
- Providing false, misleading, or fraudulent information to M-IFS.
- Refusal to cooperate with assessment, audit, or reasonable requests, thus frustrating M-IFS's ability to deliver the Services.
- Misuse of the M-IFS Certification Mark or violation of intellectual property provisions (Sections 6 or 10).
- Behavior that jeopardizes M-IFS's staff or reputation (such as harassment, or any act described in Section 5.4).
- Failure to maintain the standards required for accreditation (e.g., significant policy breaches or incidents that fundamentally conflict with the principles of Muslim inclusion, bringing the validity of the certification into question).

In many cases of breach, M-IFS may choose to **suspend** accreditation or services first (for example, suspending a certification rather than immediately withdrawing it) and provide the Client a written notice describing the breach and possibly a cure period (e.g., 14 or 30 days) to remedy the breach if it is remediable. If the Client fails to satisfactorily cure the breach within the stated time or if the breach is not capable of remedy, M-IFS may proceed with termination and/or certification withdrawal.



12.4 Effect of Termination or Suspension:

- Upon termination of the Agreement or expiration of a certification without renewal, the Client must **immediately cease** any use of M-IFS's Certification Mark, accreditation references, or any promotion of an ongoing relationship with M-IFS (except for factual statements about past events, such as "formerly accredited by M-IFS in 2024"). The Client shall remove the M-IFS logo from its website, marketing materials, premises, and any other public display. Any certificate issued by M-IFS (physical or digital) is to be considered void and should not be displayed as current.
- If Services are suspended (e.g., accreditation put on hold), the Client must temporarily refrain from using the Certification Mark or claiming accreditation during the suspension period, and may only resume use if and when M-IFS lifts the suspension in writing.
- Termination of the Agreement does not automatically cause an accredited certificate to be withdrawn if the termination was simply the end of a services engagement unrelated to the certification status. However, if the Agreement termination is due to cause or includes withdrawal of certification, the above requirements to cease use apply. M-IFS will clarify in its notice whether the accreditation itself is being cancelled.
- Any amounts owed by the Client to M-IFS as of the termination date become immediately due and payable. This includes any unpaid fees for Services already provided or costs incurred up to the termination date. In the case of termination for Client breach, M-IFS may also demand compensation for any damages caused by the breach, to the extent permitted by law.
- Both parties shall return or destroy each other's Confidential Information as described in Section 8.5.
- The following provisions **survive** any termination or expiration of the Agreement: Sections 8 (Confidentiality), 9 (Data Protection) to the extent of retained data, 10 (Intellectual Property), 11 (Disclaimers), 12.4 (Effects of Termination), 13 (Indemnity), 14 (Liability), 16 (Dispute Resolution), 17 (Governing Law), and any other clause which by its nature or explicit terms is meant to survive.

12.5 Termination of Specific Services: If the Client has multiple ongoing engagements with M-IFS (for example, an accreditation and a separate training series), termination of one service (e.g., deciding to cancel further workshops) does not automatically terminate other services unless expressly stated. The Terms will continue to govern any remaining active services. However, if the Client is in breach for non-payment on one service, M-IFS may suspend or terminate other services for cause as well due to that breach (cross-default), at M-IFS's discretion.

12.6 Right to Refuse Future Service: If the Agreement was terminated due to the Client's misconduct or material breach, M-IFS reserves the right to refuse any future applications or service requests from that Client or to impose special pre-conditions before re-engaging (such as proof of corrective actions, pre-payment, or higher oversight on usage of marks).



13. Indemnity

13.1 Client Indemnification of M-IFS: To the fullest extent permitted by law, the Client shall indemnify, defend, and hold harmless M-IFS, Invitise Ltd, and their respective directors, officers, employees, agents, and subcontractors (the “M-IFS Indemnified Parties”) from and against any and all claims, demands, lawsuits, damages, judgments, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- **Client’s Breach or Misconduct:** Any breach of these Terms by the Client, or any negligent or willful act or omission by the Client in the course of using the Services. For example, if the Client violates Section 6 (misusing the Certification Mark) and a third party brings a trademark infringement claim or false advertising claim against M-IFS as a result, the Client would be responsible for those damages.
- **Misuse of Certification or Reports:** The Client’s use or publication of any certification status, report, or deliverable provided by M-IFS in a misleading or unauthorized manner. If the Client shares an M-IFS assessment report publicly against M-IFS’s advice and a third party sues for defamation or reliance, the Client must indemnify M-IFS.
- **Claims by Client’s Employees or Third Parties:** Any claim by an employee, contractor, or affiliate of the Client (or a third party dealing with the Client) alleging that they suffered harm due to the Client’s actions or omissions in implementing (or failing to implement) the guidance provided by M-IFS. For example, if an employee claims the Client mismanaged an issue allegedly relying on M-IFS workshop advice, and sues M-IFS, the Client would indemnify M-IFS.
- **Violation of Laws:** Any fines, penalties, or legal claims incurred by M-IFS due to the Client’s violation of applicable laws or regulations in connection with the Services. (While M-IFS advises on inclusion, compliance with employment or equality laws is the Client’s duty; if M-IFS gets drawn into a legal dispute because of something the Client did or failed to do legally, the Client should protect M-IFS from that.)

The Client’s obligation to indemnify includes covering the costs of legal defense as they accrue, provided that M-IFS promptly notifies the Client of any claim and permits the Client to assume control of the defense (with M-IFS cooperating as needed). M-IFS has the right to engage counsel of its choice at the Client’s expense if a conflict of interest or other reasonable cause prevents the Client’s counsel from adequately representing M-IFS’s interests. The Client shall not settle any claim in a manner that imposes any liability or admission of fault on M-IFS without M-IFS’s prior written consent (not to be unreasonably withheld).

13.2 M-IFS Indemnification of Client: Generally, M-IFS provides its Services without significant use of third-party proprietary content that could infringe others’ rights. However, M-IFS agrees to indemnify and hold the Client harmless from any third-party claim that the standard M-IFS framework materials or Certification Mark (as provided by M-IFS and used in compliance with these Terms) infringe the intellectual property rights of that third party, **provided that** the Client is using those materials strictly as allowed by these Terms. This indemnity does not cover: (a) modifications to M-IFS materials by the Client; (b) combinations of M-IFS materials with other content not supplied by M-IFS; or (c) any use of M-IFS marks or materials not in accordance with Section 6 and Section 10. If such an infringement claim arises, M-IFS at its discretion may either procure the right for the Client to continue use, replace or modify the materials to be non-infringing, or, if those options are impracticable, terminate the relevant use and (if the infringement affected a core part of the Services) provide an appropriate refund. This Section



13.2 states M-IFS's entire liability and the Client's exclusive remedy for any intellectual property infringement by the Services or materials provided by M-IFS.

13.3 No Indirect Liability for Indemnified Claims: In seeking indemnification, the indemnified party (whether M-IFS or Client) shall still be subject to the limitations of liability in Section 14 with respect to indirect or consequential damages. However, third-party claims for which indemnity is sought (e.g., a third party's damages) are not considered "consequential damages" as between the parties, so they are covered by the indemnity even if they are large. The intent is that each party protects the other from third-party claims as stated above, but does not seek compensation from the other for its own business's indirect losses.

13.4 Continuing Obligation: This indemnity section survives termination of the Agreement. The parties acknowledge that the indemnities provided are a key part of the allocation of risk in these Terms, and each party has factored the potential risks and rewards into the fees charged for the Services.

14. Limitation of Liability

14.1 No Indirect Damages: To the fullest extent permitted by law, **M-IFS and Invitise Ltd shall not be liable to the Client for any indirect, incidental, special, consequential, or punitive damages** whatsoever arising out of or in connection with this Agreement or the Services. This exclusion includes (but is not limited to) any loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunity or goodwill, or loss of data suffered by the Client or any third party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if M-IFS has been advised of the possibility of such damages. M-IFS is not liable for any claims or demands against the Client by any third party (except as provided under Section 13.2 for IP claims).

14.2 Cap on Direct Damages: To the fullest extent permitted by law, the **total aggregate liability** of M-IFS and Invitise Ltd towards the Client for all claims arising under or in connection with this Agreement or the provision of Services (whether in contract, tort, negligence or otherwise) shall be **limited to the total amount of fees paid by the Client to M-IFS** for the specific Service or program that gave rise to the claim in the **12 months** preceding the claim (or, if the claim arose before 12 months of services have accrued, the total fees expected for 12 months of that service, or the total actually paid if less). For example, if the Client is making a claim related to an accreditation service and paid £5,000 for that accreditation, the maximum liability of M-IFS would be £5,000 for all claims related to that service.

14.3 Exceptions: Nothing in these Terms shall limit or exclude liability for **death or personal injury** caused by a party's negligence, or for **fraud or fraudulent misrepresentation**, or any other liability which cannot be lawfully limited or excluded. However, note that it is highly unlikely any physical injury would result from these Services, and M-IFS does not take custody of individuals—this clause is simply to clarify that if something extreme did happen and was proven to be M-IFS's fault, M-IFS is not protected from that liability.



14.4 Reliance on Recommendations: The Client acknowledges that any decisions or actions it takes based on information or recommendations provided by M-IFS are taken at the Client's own risk. M-IFS shall not be liable for the results of any business decisions made by the Client, even if made in reliance on something learned in an M-IFS workshop or report. The role of M-IFS is to inform and advise; implementation and outcomes are controlled by the Client.

14.5 Cumulative Liability: The limitations set forth in this Section 14 apply to liability arising out of all causes of action whatsoever, regardless of the form of action, whether arising in contract, tort (including negligence), strict liability, breach of warranty, or otherwise. All claims against M-IFS arising from or related to this Agreement shall be aggregated when determining whether the cap has been exceeded, and the existence of multiple claims or events shall not enlarge the cap. This means that if there are multiple issues over time, one cap (equal to the fees as defined above) applies to all of them combined, not separately.

14.6 Client's Liability: The above limitations of liability are reciprocally intended to apply to the Client as well. The Client will not be liable to M-IFS for any indirect or consequential damages, and the Client's total liability to M-IFS for direct damages is similarly limited to the fees the Client paid for the service related to the claim. However, the Client's obligations to pay fees due, and any indemnity obligations under Section 13, are not capped by this provision and will be payable in full as required by those sections.

14.7 Acknowledgement: The Client acknowledges that the fees charged by M-IFS reflect the allocation of risk described in this Agreement. M-IFS is a small certification and consulting provider, and it cannot assume unlimited liability for the wide range of variables under the Client's control. The Client agrees that these limitations are reasonable and fundamental to M-IFS's willingness to enter into this Agreement. If the Client requires higher liability limits, it may discuss with M-IFS whether an arrangement (possibly at higher cost) can be made, but unless such is agreed in writing, the limits stated herein apply.

15. Force Majeure

15.1 Definition: Neither party shall be liable for any delay in performing or failure to perform any of its obligations (except payment obligations) under this Agreement if such delay or failure is caused by events beyond that party's reasonable control. Such events, commonly known as "Force Majeure" events, include but are not limited to: natural disasters (e.g., earthquakes, floods, hurricanes), fires or explosions, wars, acts of terrorism or civil unrest, epidemics or pandemics, governmental actions or orders (e.g., lockdowns, changes in law), labor disputes or strikes (excluding those involving the affected party's own employees), widespread power or internet outages, or any other cause beyond the reasonable control of the party affected.

15.2 Notification: A party affected by a Force Majeure event shall notify the other party as soon as practicable, describing the nature of the event and its expected impact on performance. The affected party should use reasonable efforts to mitigate the effects of the Force Majeure event and to resume full performance as soon as reasonably possible.



15.3 Consequences: During the existence of a Force Majeure event, any deadlines or dates by which performance is due will be extended on a day-for-day basis (or as otherwise reasonably required). M-IFS shall not be deemed in breach of this Agreement for cancelling or postponing a workshop, audit, or other service if a Force Majeure situation makes it impractical or unsafe to proceed. If possible, the parties will agree on alternative arrangements, such as rescheduling services to a later date or switching to remote delivery (for example, conducting an assessment via video conference if travel is impeded).

15.4 Extended Force Majeure: If a Force Majeure event lasts for an extended period (for instance, more than 60 days) such that either party is unable to perform a material portion of its obligations, either party may have the right to terminate the affected Services or the Agreement by giving written notice to the other. In such case of termination, the Client will pay M-IFS for any Services that were actually delivered or completed prior to the Force Majeure termination, and neither party will have further liability to the other for the terminated portion of the Services, provided that any refunds due to the Client for undelivered services (if pre-paid) should be processed.

15.5 Payments during Force Majeure: The Client's obligation to pay for Services is suspended only for the duration and to the extent that Services cannot be provided due to Force Majeure. Once Services resume, payment obligations recommence as per the Agreement. If the Client is the affected party and cannot make a payment on time due to a Force Majeure event (for example, a sudden government order shutting banks in the country), the Client should communicate this, and a reasonable extension will be granted without late fees.

15.6 No Force Majeure for Financial Hardship: For the avoidance of doubt, changes in economic or market conditions (such as a downturn in the Client's business or loss of funding) are **not** Force Majeure events. Those are considered business risks, not force majeure, and do not excuse the Client from payment or other obligations under the Agreement.

16. Dispute Resolution

16.1 Good Faith Negotiations: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall first use their best efforts to settle the dispute. This includes engaging in good-faith negotiations between senior management of both parties. Either party may initiate this process by providing written notice to the other party describing the issue in dispute and requesting a meeting or conference call to discuss resolution. The parties agree to meet (in person or virtually) within 14 days of such notice to attempt to resolve the matter amicably.

16.2 Mediation (Optional): If the dispute cannot be resolved through direct negotiation within a reasonable time (for example, 30 days from the first dispute meeting), the parties **may** mutually agree to attempt to resolve the dispute through mediation. Mediation is a voluntary process where a neutral third-party mediator helps facilitate a resolution. If both parties agree, they will jointly select a mediator (or ask an appropriate mediation service or authority to appoint one) and share the costs of mediation equally. Either party is free to withdraw from mediation at any time. Any settlement reached in mediation shall be documented in writing and, once signed by both parties, shall be binding. If mediation is not agreed upon or fails to resolve the dispute, the parties may proceed with other legal remedies as outlined below.



16.3 Arbitration (Optional): M-IFS is a UK-based service and typically expects disputes to be resolved through the court system specified in Section 17. However, if both parties **explicitly agree in writing**, they may choose to refer a particular dispute to binding arbitration as an alternative to court litigation. In such case, the parties will agree on the arbitration forum and rules (for instance, arbitration under the London Court of International Arbitration (LCIA) or a single arbitrator appointed by the Chartered Institute of Arbitrators in London). Unless otherwise agreed, the arbitration will take place in London, UK, in the English language, and each party will initially bear its own costs with the arbitrator empowered to award costs in the final decision. Any arbitration award shall be final and enforceable in any court of competent jurisdiction.

16.4 Immediate Relief: Notwithstanding the foregoing negotiation and mediation clauses, either party may seek immediate interim or injunctive relief from a court of competent jurisdiction (not subject to the mediation requirement) if necessary to prevent irreparable harm. For example, M-IFS may seek a court injunction to stop unauthorized use of its Certification Mark or intellectual property without waiting for a mediation process, and the Client may seek court intervention if an M-IFS action threatens to cause irreparable damage to the Client's rights. Such actions for interim relief shall not be deemed a breach of this dispute resolution process and can occur in parallel.

16.5 Continued Performance: During the dispute resolution process, and unless the Agreement has been terminated, both parties shall endeavor to continue to perform their obligations under the Agreement to the extent practicable. For example, the existence of a billing dispute doesn't automatically entitle the Client to halt all cooperation with M-IFS during an ongoing certification (except where the issue itself materially prevents performance). Both parties should avoid letting the dispute disrupt the overall relationship if possible.

16.6 Confidentiality of Dispute Resolution: All negotiations, mediations, and arbitration proceedings pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Nothing said or disclosed during any such process shall be admissible in any later proceeding except as required by law.

17. Governing Law and Jurisdiction

17.1 Governing Law: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of **England and Wales**. This choice of law is made irrespective of the location of the Client or where the Services are delivered, as the M-IFS program is operated from the UK.

17.2 Jurisdiction: The parties irrevocably agree 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 this Agreement or its subject matter. The Client, by entering into this Agreement, consents to the personal jurisdiction of such courts. If the Client is based outside of England and Wales, the Client agrees not to contest the jurisdiction or enforceability of process from the English courts on the basis of their location. (For international Clients, this effectively means any litigation must be brought to the UK, though the parties can mutually agree to enforce a judgment or use arbitration as per Section 16 if desired.)



17.3 Language: The governing language of the Agreement is English, and any proceedings will be conducted in English. If these Terms are translated into another language, the English version shall prevail to the extent of any inconsistencies.

17.4 Acknowledgement of Business Context: The Client acknowledges that by choosing to engage with a UK-based certification service, it is reasonable for English law to apply. The laws of England and Wales provide a predictable and developed legal framework suitable for commercial agreements. Both parties specifically reject the application of any other international conventions or laws that could conflict with this Section (for example, the United Nations Convention on Contracts for the International Sale of Goods is not applicable to this Agreement).

18. Amendments to Terms

18.1 Right to Amend: M-IFS reserves the right to amend or update these Terms at any time. Typically, such changes will be made to reflect changes in services, legal requirements, or best practices. M-IFS will post the most current version of the Terms on its website (for example, in the Privacy & Legal Notice section) and may also notify Clients of significant changes via email or in an official communication.

18.2 Effective Date of Amendments: Unless a later date is specified, any amended Terms will become effective **immediately** upon posting to the website. For existing Clients currently receiving Services, the amended Terms will be binding **30 days** after posting (or immediately for new engagements). During that 30-day period, if an existing Client objects to the new Terms in a way that fundamentally affects the ongoing Services, the Client should notify M-IFS to discuss the concern. M-IFS may, at its discretion, allow the Client to continue under the prior Terms until completion of the current Service engagement, or agree to other accommodations. However, generally continued use of the Services after the effective date of updated Terms will constitute acceptance of those changes by the Client.

18.3 Notice of Changes: M-IFS will include a version number or effective date on the Terms document to avoid confusion. Material changes (such as a change in termination rights, fee structure, or liability terms) will be highlighted or communicated directly when possible. Clients are encouraged to review the Terms periodically for any updates. M-IFS will maintain an archive of previous versions upon request for reference.

18.4 No Oral Modifications: No representative of M-IFS is authorized to modify these Terms except in writing (including electronic form) as described above. Any purported verbal or informal changes to the Agreement are not binding. Clients should be wary of relying on any statement that contradicts these written Terms unless it is confirmed in a formal written amendment or addendum signed by an authorized representative of M-IFS.



19. Miscellaneous

19.1 Entire Agreement: These Terms, together with any documents expressly incorporated (such as a specific service proposal, order form, or the Rules of Use & Licensing for the Certification Mark), constitute the **entire agreement** between the parties concerning the subject matter hereof. They supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, regarding such subject matter. Each party confirms that in entering into this Agreement, it has not relied on any statement, representation, or warranty not explicitly set out in these Terms, and neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not in this Agreement.

19.2 Severability: If any provision of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision (or part-provision) shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Terms, which shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with a valid provision that, as closely as possible, achieves the intended commercial result of the original provision.

19.3 No Waiver: No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude full enforcement of that right or the exercise of any other right, power, or remedy. To be effective, any waiver of rights must be in writing and signed by the party granting the waiver. A waiver of any term or condition on one occasion shall not be deemed or construed as a waiver of the same or any other term or condition on any other occasion.

19.4 Assignment: The Client may not assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of M-IFS. Any attempted assignment in violation of this clause is void. M-IFS may assign or transfer its rights and obligations under this Agreement to an affiliate or successor entity, or subcontract certain obligations to qualified partners (for example, using an independent assessor or trainer), provided that M-IFS remains responsible to the Client for the performance of the Services. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

19.5 No Third-Party Rights: A person or entity who is not a party to this Agreement (other than Invitise Ltd as operator of M-IFS) shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (or any similar legislation in another jurisdiction) to enforce any term of this Agreement. This means that only the signatories (Client and M-IFS/Invitise) have legal rights under this contract, even if the Services benefit a third party (for example, the Client's employees cannot directly claim against M-IFS under these Terms). However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.



19.6 Relationship of Parties: The relationship between M-IFS and the Client is that of **independent contractors**. Nothing in this Agreement is intended to, or shall be deemed to, establish a partnership, joint venture, fiduciary, or agency relationship between the parties. Neither party is authorized to act as agent for or bind the other party in any way. In particular, granting a certification or using the M-IFS logo does not make the Client an agent or representative of M-IFS; it simply signifies a status. The Client shall not make statements that could confuse this distinction (e.g., implying M-IFS has vetted or approved specific products or hiring decisions beyond the certification's scope).

19.7 Notices: Any formal notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been received: (a) if delivered personally, on the date of delivery; (b) if sent by pre-paid first-class post or recorded delivery (to a UK address), on the second business day after posting; (c) if sent by an internationally recognized express courier (for international delivery), on the fourth business day after sending; or (d) if sent by email, at the time of transmission **provided no bounce-back or error message is received**, and further provided that a copy of the notice is also sent by another method for confirmation. For the avoidance of doubt, day-to-day communications (like routine emails and messages) do not have to meet these formal requirements, but anything that materially affects the Agreement (like a termination notice) should adhere to this clause. Notices to M-IFS should be sent to the contact in Section 18 or to an updated address if notified. Notices to the Client will be sent to the address or email provided in the application or engagement form, unless updated contact information is given. Each party should keep the other informed of current contact details for official notices.

19.8 Headings and Interpretation: Section headings and titles (like "Introduction" or "Client Obligations") in this Agreement are for convenience of reference only and have no legal effect in interpreting the terms. "Including" means "including without limitation" unless stated otherwise. Words in the singular include the plural and vice versa as the context may require. Any reference to a statute or regulation is to it as amended or re-enacted and includes any subordinate legislation.

19.9 Execution and Acceptance: In a physical document context, these Terms may be signed by both parties to indicate acceptance. In the context of a website or click-through agreement, the Client indicates acceptance by clicking "I Agree" (or similar) or by proceeding with the use of Services after having the opportunity to review these Terms. The individual accepting these Terms on behalf of the Client represents that they have the authority to bind the Client to this Agreement. If a purchase order or other ordering document is used by the Client, any pre-printed terms on such document are void and these Terms prevail; any specific negotiated deviations must be explicitly agreed by M-IFS in writing.



20. Contact Information and Support

For any questions regarding these Terms or to send any notices or correspondence, Clients may contact M-IFS/Invitise Ltd at:

- **Email:** consult@m-ifs.org.uk
- **Address:** M-IFS (Invitise Ltd), 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom
- **Phone:** +44 (0) 345 163 0135

The M-IFS team is available to clarify any aspect of these Terms or provide additional information about our services and policies. We value open communication and will do our best to address any concerns in a timely and professional manner.

www.m-ifs.org.uk