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THIS AGREEMENT is dated <<ins

**BETWEEN:**

- (1) <<Name of Service Provider>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Provider”)
- (2) <<Name of Client>> [a company] registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Client”)

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**WHEREAS:**

- (1) The Service Provider provides <<insert description of services>> services to business clients.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions set out in this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions set out in this Agreement.

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**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**“Applicable Laws”**

statutes, regulations, and similar laws, rules, and orders in force at the time in force applicable to the Client, and to this Agreement;

**“Business Day”**

(other than Saturday or Sunday) on which the Client’s offices are open for their full range of services at <<insert location>>;

**“Business Hours”**

from <<insert start time, e.g., 9:00 a.m.>> to <<insert end time, e.g., 5:00 p.m.>> on a Business Day;

**[“Change Order”**

any written instruction issued pursuant to Clause 7 of this Agreement setting out proposed changes to the scope of the Services, the effect of such changes on the price of the Services, the provision of the Services, and the terms of this Agreement;]

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**“Client Equipment”**

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means any and all equipment including computer hardware, systems, <<insert relevant examples>> owned or otherwise made available by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;

**“Client Materials”**

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means any and all information, documents, and other materials provided or otherwise made available by the Client to the Service Provider in relation to the provision of the Services including, but not limited to, such materials set out in Schedule 1;

**“Client’s Premises”**

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means the Client’s premises at <<insert address>>;

**“Client’s Representative”**

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means the individual identified in Clause 6 (Client’s Representative), who shall represent the Client and have the authority to legally bind the Client in respect of all aspects of the Services;

**“Commencement Date”**

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means the date on which this Agreement shall enter into effect, as set out in Clause 2 (Commencement Date);

**“Confidential Information”**

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means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or otherwise) and as such);

**[“Data Protection Legislation”**

means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the Data Protection Act 2018 (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;]

**“Fees”**

means the sums payable by the Client to the Service Provider in consideration of the Services, as set out in Clause 8 (Fees and Payment) and Schedule 2;

**“Intellectual Rights”**

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s patents, rights to inventions, copyright and related rights, [moral rights,] trade marks, [service marks,] business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off, design rights, database rights, [rights relating to software,] rights to use confidential information and the right to protect the same, and any other all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;

**[“Key Personnel”**

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s the Service Provider’s personnel identified in Clause 5 and appointed pursuant to sub-Clause 4.3 (Service Provider’s Representative and Personnel);]

**“Mandatory”**

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s the Client’s [insert brief summary] policies set out in Schedule 3;

**“Services”**

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s the services to be provided by the Service Provider to the Client in accordance with this Agreement, as specified in Schedule 1, and subject to the terms of this Agreement;

**[“Service Provider Equipment”**

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s any and all equipment including computer hardware, systems, <<insert relevant examples>> owned and used by the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;]

**“Service Provider Representative”**

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s the individual identified in sub-Clause 4.1 (Service Provider’s Representative and Personnel) who shall represent the Service Provider and shall have the authority to legally bind the Service Provider in respect of all aspects of the Services; and

**“Term”**

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s the term of this Agreement, as set out in Clause 2 (Commencement and Duration) (unless and otherwise terminated in accordance with the provisions of Clause 19 (Termination)).

1.2 Any reference to any document

and any similar expression, includes a reference to any such document by fax or email.

1.3 Unless otherwise referred to in this Agreement, a reference to any legislation or provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.

otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.

1.4 Unless otherwise provided in this Agreement, a reference to any legislation or provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.

otherwise, legislation or a provision thereof, shall include any amendment or re-enactment made from time to time under that legislation or provision.

1.5 A reference to “this Agreement” is a reference to this Agreement and each of the Schedules and any documents incorporated by reference and supplemented at the relevant time.

“this Agreement” is a reference to this Agreement and each of the Schedules and any documents incorporated by reference and supplemented at the relevant time.

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1.6 A reference to a schedule to this Agreement and all schedules form as if set out in the main body thereof.

1.7 A reference to a Clause, or Paragraph is a reference to a clause or sub-clause (other than the Schedules) or a paragraph of the Agreement.

1.8 A reference to "Parties" refer to the parties to this Agreement.

1.9 A reference to an agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.

1.10 Any obligation of a party not to do a particular thing includes an obligation to do that thing to be done.

1.11 The headings to the Schedules are for convenience only and shall have no effect on the interpretation of this Agreement.

1.12 Words in the singular number shall include the plural and vice versa.

1.13 References shall include any other gender.

1.14 References shall include natural persons, corporate, or unincorporated entities, whether or not the same have a separate legal personality.

1.15 References shall include companies, corporations, or other legal entities, wherever incorporated or established.

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2. **Commencement**

This Agreement shall commence on the Commencement Date of <<insert date>> and shall continue in force for a period of <<insert duration>> until <<insert date>>, unless terminated earlier in accordance with the provisions of Clause 19 (Termination).

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3. **Provision of Services and Service Provider's Obligations**

3.1 Within the Term of the Agreement, the Service Provider shall, throughout the Term, provide the Services to the Client in accordance with the terms of this Agreement.

3.2 The Service Provider shall ensure that the Services conform at all times with the specifications set out in Schedule 1.

3.3 The Service Provider shall provide the Services with reasonable skill and care, and in accordance with the highest standards and best practice in the <<insert profession>> [industry] OR [trade] OR [profession].

3.4 The Service Provider shall act in accordance with all reasonable instructions given by the Client and shall cooperate with the Client with respect to the provision of the Services.

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3.5 [In the event that any permits or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Service Provider shall obtain the same before the commencement of the provision of the Services is due to begin (as set out in Schedule 1) and shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment].

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3.6 The Service Provider shall not use any Client Materials provided by the Client from any source, in any form, to the extent reasonably necessary for and only for the purpose of providing the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold any such Client Materials in safe custody, at its own risk, and shall maintain the same in confidence. The Service Provider shall return or dispose of any such Client Materials on the Client's written instruction.

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3.7 The Service Provider shall not use any Client Equipment provided (or made available) to it, in any form, from time to time only to the extent reasonably necessary for the purposes of the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall use all such Client Equipment with care and in accordance with the Client's instructions at all times. The Service provider shall return all such Client Equipment to the Client on the Client's written instruction.

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3.8 In the event that the Service Provider provides access to the Client's Premises and any other facilities, to the extent agreed upon by the Parties [or as otherwise agreed in writing from time to time by the Service Provider] to enable the Client to use the Services, the Service Provider shall use the Premises and facilities to the extent reasonably necessary for and only for the purposes of providing the Services and only in accordance with any written authorisation and instructions and (as further stated in sub-Clause 12.1(c)) all applicable laws, rules and regulations and security requirements and other such facilities.

4. **Service Provider and Personnel**

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4.1 The Service Provider's authorised representative is <<insert name and contact details>>. The Service Provider shall ensure that the Service Provider's authorised representative has the authority to legally bind the Service Provider in respect of all matters relating to the Services [(including, but not limited to, the signing of Change Orders)].

4.2 The Service Provider shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to perform the Services to which they are assigned by the Service Provider.

4.3 [The Service Provider shall] appoint the Key Personnel set out in Schedule 5. [The Service Provider shall] only use the Key Personnel for the provision of the Services and ensure that at least <<insert percentage>>% of their time is spent on the provision of the Services].

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4.4 In the event that Key Personnel are absent, or the Service Provider is notified of such absence, the Service Provider shall ensure that suitable replacement personnel [in writing] and, if required to do so by the Client, shall be provided with suitable skills, qualifications, and experience to perform the Services.

4.5 In the event that the Service Provider [wishes to] AND/OR [needs to] change any Key Personnel, the Service Provider shall notify the Client of any such change [in writing] and [the Service Provider shall] provide <<insert period>> written notice of the change] OR [the Service Provider shall] not make any such change without the Client's prior written approval. In the event of any such change, such approval not to be unreasonably withheld.

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5. **Client's Obligations**

5.1 The Client shall

- a) provide the Service Provider with all information reasonably required by the Service Provider to provide the Services;
- b) provide the Service Provider with all Client Materials that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] with any necessary written authorisation and in accordance with the Client Materials, to enable the Service Provider to provide the Services;
- c) provide the Service Provider with any and all Client Equipment (or access thereto) that is or are agreed upon by the Parties [or as otherwise reasonably required by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services; and
- d) ensure the Service Provider has access to and availability of and use of the Client's other facilities or resources that is or are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] to enable the Service Provider to provide the Services. The Client shall inform the Service Provider of any applicable laws, regulations and security requirements.

5.2 The Client shall provide the Service Provider with such instructions as may be necessary in order to ensure that the Service Provider's provision of the Services is compatible with the specification of Services set out in Schedule 1.

5.3 In the event that the Service Provider requires the decision, approval, consent, communication from the Client in order to continue to provide the Services (or any part thereof) at any time, the Client shall provide the same in a reasonable and timely manner.

5.4 [In the event that the Service Provider requires the decision, approval, consent or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required Client Equipment] the Client shall obtain the same before the date on which the Services is due to begin (as set out in sub-clause 5.1) and shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment] through the term of the Agreement.]

5.5 [Any failure by the Client to comply with the terms of this Agreement shall only constitute a breach of the obligation to comply with its obligations under the Agreement to the extent that it restricts or precludes performance of the Services by the Service Provider and with effect from the date on which the Client is notified in writing of that failure and its impact on the Service Provider's provision of the Services.]

6. **Client's Representations and Warranties**

The Client shall ensure that the person named in the Change Order has the authority to legally bind the Client in respect of a Change Order.

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is reasonably required by the Service Provider to provide the Services;

Materials that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] with any necessary written authorisation and in accordance with the Client Materials, to enable the Service Provider to provide the Services;

any and all Client Equipment (or access thereto) that is or are agreed upon by the Parties [or as otherwise reasonably required by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services; and

access to and availability of and use of the Client's other facilities or resources that is or are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] to enable the Service Provider to provide the Services. The Client shall inform the Service Provider of any applicable laws, regulations and security requirements.

The Client shall provide the Service Provider with such instructions as may be necessary in order to ensure that the Service Provider's provision of the Services is compatible with the specification of Services set out in Schedule 1.

In the event that the Service Provider requires the decision, approval, consent, communication from the Client in order to continue to provide the Services (or any part thereof) at any time, the Client shall provide the same in a reasonable and timely manner.

[In the event that the Service Provider requires the decision, approval, consent or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required Client Equipment] the Client shall obtain the same before the date on which the Services is due to begin (as set out in sub-clause 5.1) and shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment] through the term of the Agreement.]

[Any failure by the Client to comply with the terms of this Agreement shall only constitute a breach of the obligation to comply with its obligations under the Agreement to the extent that it restricts or precludes performance of the Services by the Service Provider and with effect from the date on which the Client is notified in writing of that failure and its impact on the Service Provider's provision of the Services.]

The Client shall ensure that the person named in the Change Order has the authority to legally bind the Client in respect of a Change Order.

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7. **[Change Or**

- 7.1 Either Party may propose changes to the Services, provided that no change shall be made until a Change Order setting out that change is agreed in writing by both Parties.
- 7.2 In the event the Service Provider wishes to propose a change to the Services, it shall notify the Client in writing, providing as much detail as is reasonably necessary for the Client to instruct the Service Provider to draft a Change Order.
- 7.3 If the Client receives a notice from the Client under sub-Clause 7.2, the Service Provider shall respond to the Client with a draft Change Order within five Business Days of receipt.
- 7.4 In the event the Service Provider wishes to propose a change to the Services, it shall submit a draft Change Order to the Client.
- 7.5 In the event a change to the Services is necessary in order to comply with applicable regulatory requirements, the Service Provider shall submit a draft Change Order to the Client. In such cases, provided that the proposed change does not materially alter the nature, scope, or price of the Services, the Client shall be deemed to have given their consent.
- 7.6 When a Change Order is submitted, each Party shall sign the Change Order. The Change Order shall be deemed amended effective from the time the Change Order has been signed by both Parties.
- 7.7 When a Party fails to agree on a Change Order, or if for any reason the Service Provider fails to provide a draft Change Order to the Client, either Party shall be deemed to have agreed to the terms of the Change Order or agreement or failure for dispute resolution in accordance with the process set out in Clause 37 (Dispute Resolution).]

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8. **Fees and Pa**

- 8.1 The Client shall pay Fees to the Service Provider, in consideration of the Services provided, in accordance with the provisions of this Clause 8 and Schedule 1.
- 8.2 The Client shall reimburse the Service Provider for the following costs, which shall be invoiced to the Client:
  - a) Travel, subsistence, and other such expenses incurred by the Service Provider for the provision of Services to the Client's prior written approval where any such expense is likely to exceed £<<insert sum>> in any single invoice.
  - b) Any other services procured by the Service Provider for the Client's prior written approval from time to time.
 [Such expenses shall only be invoiced and will only be invoiced to and payable by the Client if they are reasonably and necessarily incurred for the provision of Services.]
- 8.3 The Service Provider shall invoice the Client for the Fees and any sums due under this Clause on a <<insert interval>> basis in accordance with the provisions of this Clause.
- 8.4 All payments made by either Party pursuant to this Agreement

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shall <<insert period>> of receipt of the relevant invoice unless that Party is in default of good faith in accordance with sub-Clause 8.6.

8.5 All payments made pursuant to this Agreement shall be made in <<insert currency>> by the receiving Party in cleared funds to a bank account of the receiving Party that Party.

8.6 If the Client is in dispute and reasonably believes that it is incorrect, it may withhold payment in good faith as follows:

a) The Client shall notify the Service Provider in writing as soon as possible and as soon as practicable;

b) The Client shall not be deemed to be in breach of this Agreement for withholding payment of disputed sums while such a dispute is ongoing;

c) The Client shall pay any sum which is not in dispute by the due date for payment;

d) In the event of a dispute, the Client shall pay the sum in dispute to the Service Provider on the due date for payment, together with any interest charged on that sum, as calculated in accordance with sub-Clause 8.7; and

e) The Service Provider is required to refund any sums to the Client which have been withheld, and interest shall be added to such sums, as calculated in accordance with sub-Clause 8.7; and

f) In the event of a dispute, in the event that either Party is withholding payment, that Party shall make such payment by the due date for payment, <<insert period>> and, in the event that the Service Provider issues a credit note, it shall issue the same within <<insert period>>.

8.7 Without prejudice to Clause 19.1(a) (termination for late payment), any sums payable by the Client under this Agreement shall be subject to interest on a <<insert basis>> basis at a rate of <<insert percentage>>% per annum, or the base rate of the Bank of England from time to time, or at <<insert rate>> per annum for any period during which that base rate is below the <<insert rate>> rate for payment until payment is made in full of the sum due, whether before or after judgment.

## 9. Records and Books of Account

Each Party shall

9.1 keep and maintain such records and books of account as are necessary to enable the other Party to verify the amount of any sums payable pursuant to this Agreement, and to calculate interest thereon, as calculated;

9.2 at the request of the other Party (and during normal Business Hours) shall, on <<insert notice>> days' notice (on not less than <<insert notice>> Business Days' notice) with access to such records and books of account and with access to its premises, systems, and personnel;

9.3 to the extent that the records and books of account are required and to the extent that the same relate to the performance of this Agreement, allow the other Party (and its <<insert advisers>> [agent] OR [professional advisers]) to take copies of such records and books of account.

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the end of each <<insert interval>>, obtain at its  
the other Party an auditor's certificate as to the  
y that Party pursuant to this Agreement during

10. Intellectual

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able, its licensors) shall retain ownership of the  
bsisting in any and all Client Materials.

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the Service Provider a non-exclusive, fully paid-  
erable,] [[non-]sub-licensable] licence to use,  
Materials for the Term of this Agreement only to  
ary for and only for the purposes of the provision  
accordance with the Client's written authorisation

11. Confidential

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except as provided by sub-Clause 11.2 or as  
e other Party (such authorisation not to be  
ll, at all times during the Term of this Agreement  
ter its termination or expiry:

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onfidential Information;  
 dential Information to any other party;  
 tial Information for any purpose other than as  
 greement; and  
 able) none of its employees, directors, officers,  
 ctors does any act which, if done by that Party,  
 he provisions of this Clause 11.

11.2 Subje  
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, either Party may disclose any Confidential

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ubstitutes, or suppliers;  
 ther authority or regulatory body; [or]  
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 er of that Party or of any of the aforementioned  
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11.2 may be made only to the extent that it is  
ontemplated by this Agreement, or as required by  
sing Party must first inform the recipient that the  
confidential. Unless the recipient is a body  
2(b) or is an authorised employee or officer of  
closing the Confidential Information under sub-  
submit to the other Party a written undertaking  
Confidential Information confidential and to use  
ich the disclosure is made.

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Confidential for any purpose, or disclose it to any  
Confidential Information is or becomes public  
that Party.

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11.5 When the Party does not use Confidential Information which is not public

11.6 The terms of Clause 11 shall continue in force in accordance with the termination or expiry of this Agreement for any reason

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12. Law and Policy

12.1 The Party shall at all times and at its own expense when performing its obligations under this Agreement:

- a) applicable Laws;
- b) Mandatory Policies; and
- c) applicable health and safety rules and regulations and any other policies in place at the Client's Premises and any other premises where the Service Provider has access that is or are agreed to be in place or as otherwise reasonably required from time to time [to be in place at the Service Provider].

12.2 Each Party shall notify the other Party as soon as reasonably possible and in writing, and shall be aware of any changes to the Applicable Laws.

12.3 The Service Provider shall notify the Client <<insert period>> written notice to the Service Provider of any changes to the Mandatory Policies.

12.4 [In the event of any conflict between the Applicable Laws or Mandatory Policies and the Service Provider's policies, Clause 7 (Change Orders) shall apply, and the Service Provider shall submit the required Change Order to the Client as set out in Clause 7.]

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13. Data Protection

The Service Provider shall protect the Client's personal data as set out in the Service Provider's privacy policy (e.g., Privacy Notice) [attached as Schedule 6] <<insert location(s)>>].

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14. [Data Processing]

[All personal data processed by the Service Provider on behalf of the Client shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to the terms of the Data Processing Agreement].

OR

14.1 [In the event that the terms of the Data Processing Agreement are not entered into, the terms "personal data", "processing", "data subject", "personal data breach" shall have the meanings given in the UK GDPR, and the terms "Data Processor" and "Data Controller" shall have the same meanings as "processor" and "controller" respectively. The term "domestic law" means the law of the United Kingdom.]

14.2 The Parties shall both comply with all applicable data protection laws and regulations set out in the Data Protection Legislation. This Clause shall not be subject to the provisions of the Data Protection Legislation.

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Protection Legislation and for this Clause 14, the  
"Data Controller", and the Service Provider is the "Data

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personal data; and the category or categories of  
Schedule 7.

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without prejudice to the generality of sub-Clause  
[the Data Controller] all necessary consents and notices required  
[the lawful basis for the processing of personal data to] **AND/OR** [the lawful  
basis for the processing of personal data to] the Data Processor for the purposes described  
duration thereof.

14.6 The  
14.2)  
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without prejudice to the generality of sub-Clause  
personal data processed by it in relation to its  
obligations under this Agreement:

a)

personal data only on the written documented instructions  
unless the Data Processor is otherwise required  
personal data by domestic law. The Data Processor  
shall not be permitted to disclose such personal data to  
the Data Controller before carrying out such  
instructions, unless prohibited from doing so by that law;

b)

implement and place appropriate technical and organisational  
measures (as determined by the Data Controller) to protect the personal  
data processed or unlawful processing, accidental loss,  
destruction or disclosure of personal data, and to prevent  
unauthorised access to or use of personal data. Such measures shall be appropriate and  
effective in relation to the potential harm resulting from such events and to  
the nature of the personal data and processing, taking into  
account the current state of the art in technology and  
implementing those measures. Measures to be taken  
shall include:

c)

ensuring that all persons with access to the personal data  
(whether for business or other purposes or otherwise) are contractually  
bound to keep personal data confidential;

d)

not transferring personal data outside of the UK without the prior  
written approval of the Data Controller and only if the following  
conditions are met:

the Data Controller and/or the Data Processor has/have  
put in place appropriate safeguards for the transfer of personal  
data;

the Data subjects have enforceable rights and effective  
remedies;

the Data Processor complies with its obligations under the  
Data Protection Legislation, providing an adequate level of  
protection for any and all personal data so transferred; and

the Data Processor complies with all reasonable  
requirements given in advance by the Data Controller with  
regard to the processing of the personal data;

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e) controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, breach notifications, and consultations with the relevant or other applicable regulatory authorities (including, where applicable, the Information Commissioner's Office);

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f) controller without undue delay of any personal data to the Data Controller as soon as it becomes aware;

g) controller's written instruction, delete (or otherwise anonymise) all personal data and any and all copies thereof to the extent necessary for the termination or expiry of this Agreement unless it is prohibited by law or by the personal data by domestic law; [and]

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h) controller accurate records of all processing activities and the technical and organisational measures implemented necessary to comply with this Clause 14 and to allow for audits, investigations and inquiries by the Data Controller and/or any party acting on behalf of the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes the Data Protection Legislation[.] **OR** [; and]

i) controller against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of its obligations under this Clause 14.]

14.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14.]

**OR**

14.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) in the event that the Data Processor appoints another processor, the Data Processor shall:

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a) enter into an agreement with the other processor, which shall require the other processor to perform substantially the same obligations as the Data Processor by this Clause 14, which the other processor shall undertake shall reflect the requirements of the Data Protection Legislation at all times;

b) ensure that the other processor complies fully with its obligations under the Data Protection Legislation; and

c) indemnify the Data Controller for the performance of that processor's obligations and the acts or omissions thereof.]

14.8 [Either the Data Processor shall, for a period of time, and on at least <<insert period, e.g., 30 days>> after the expiry of this Clause 14, replacing it with any applicable alternative provisions or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such alternative provisions shall replace this Clause 14 by attachment to this Agreement.]

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15. [TUPE on Exit Option] Upon the expiry of this Agreement, the provisions of Schedule 4 shall apply.

apply.]

16. **Insurance**

The Service Provider shall maintain the Term of this Agreement [and for a period of <<insert period>> or expiry]:

16.1 The Service Provider shall take out professional indemnity and public liability insurance with a reputable insurer, providing a minimum cover of [£<<insert sum>>] OR [£<<insert sum>> and £<<insert sum>>] for the liabilities which may arise under or in relation to this Agreement at a level approved by the Client in advance]; and

16.2 The Service Provider shall provide to the Client with copies of current certificates of insurance for the current <<insert period e.g., year's>> of insurance.

17. **Liability**

17.1 As a condition of the insurance (insurance), the Service Provider has obtained its own liability for individual claims that do not exceed the limits to, and exclusions of, liability in this Clause 17. The Service Provider shall be responsible for making its own arrangements for the payment of any excess loss.

17.2 Reference in this Clause 17 to "liability" shall include every liability arising under or in connection with this Agreement including, but not limited to, liability in negligence), breach of statutory duty, or otherwise.

17.3 Nothing in this Clause 17 shall limit or exclude either Party's liability under or for any form of liability which cannot be limited or excluded, but not limited to:

- a) liability caused by negligence;
- b) liability arising from misrepresentation;
- c) liability arising from the act of either that Party or that of its employees or agents;
- d) liability arising from the obligations implied by section 12 of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (retention of title and right of possession).

17.4 Neither Party shall have the right to benefit from any of the limitations or exclusions in this Clause 17 in respect of any liability under or in connection with this Agreement which arises out of the deliberate default of either Party or its employees or agents.

17.5 Nothing in this Clause 17 shall limit or exclude either Party's payment obligations under this Agreement.

17.6 [Nothing in this Clause 17 shall limit or exclude the Service Provider's liability under this Agreement under:

- a) liability arising from data processing indemnity); [or]
- b) liability arising from Clause 4 (TUPE on exit);]



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a) ent to the Service Provider under this Agreement of the Services which is or are not provided in terms of this Agreement;

b)

c)

ed by the Client in procuring and implementing alternatives for or to services not provided in terms of this Agreement including, but not limited ment and personnel time, consultancy costs, equipment costs; and

d)

e Client which arise out of or in connection with penalty, fine, action, investigation, or other third party against the Client resulting from any act vice Provider.

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17.13 [In the ... into one or more of the categories of loss set out in ... categories of loss which are excluded) and also falls into ... loss set out in sub-Clause 17.12 (categories of loss v ... that loss shall not be excluded.]

17.14 Subje ... of this Clause 17, the Client's rights under this Agreement and not exclusive of, any common law rights or reme

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18. Force Majeur

18.1 For t ... ment, "Force Majeure Event" means, in relation to ei ... stances beyond that Party's reasonable control inclu ... [any strike, lockout, or other form of industrial action ... ents or raw materials;] [lack of, interruption to, or failure ... lack of available facilities;] [non-performance by supp ... collapse of buildings, fire, explosion, accident, acts ... ough, earthquake, epidemic, pandemic, or other natur ... ck, civil commotion or riots, war, civil war, threat of pr ... d conflict, imposition of sanctions, embargo, or break ... relations; nuclear, chemical, or biological conta ... ; [or] any law or action taken by a government or publi ... t not limited to, imposing an export or import restri ... on [, or failing to grant a necessary licence or conse

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18.2 If any ... occurs in relation to either Party which affects or may ... rmance of its obligations under this Agreement, the a ... the other Party as soon as reasonably possible and p ... and extent of the circumstances in question. The affect ... onable endeavours to mitigate the effect of the Force

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18.3 Subje ... Sub-Clause 18.2, neither Party shall be deemed to be in ... ent or shall otherwise be liable to the other by reaso ... performance or non-performance of any of its oblig ... ment to the extent that performance of that oblig ... ed, or delayed by a Force Majeure Event of which ... Party, and the time for that performance shall be exte

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18.4 If the ... er Party of any of its obligations under this

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cont  
bona  
such  
Part  
[<<in

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ered, or delayed by a Force Majeure Event for a  
of <<insert period>>, [the Parties shall enter into  
view to alleviating its effects, or to agreeing upon  
s as may be fair and reasonable] **OR** [the other  
terminate this Agreement [immediately] by giving  
notice to the affected Party].

19. **Termination**

19.1 Witho  
termi  
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r right or remedy available to it, either Party may  
immediately by giving written notice to the other

a)

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ot pay any sum due under this Agreement when  
and such sum remains outstanding for at least  
s after receiving written notification from the other

b)

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mits a material breach of any term of this  
t breach is capable of remedy) does not remedy  
<insert period>> days after receiving written  
her Party to do so;

c)

d)

ens to, or does, suspend payment of its debts as  
that it is unable to pay its debts, or (being a  
ability partnership) is deemed unable to pay its  
ng of section 123 of the Insolvency Act 1986 (as  
e words "it is proved to the satisfaction of the  
ections 123(1)(e) or 123(2) of the Insolvency Act  
in those sections), or (being an individual) is  
nable to pay its debts or as having no reasonable  
s debts, in either case, within the meaning of  
solvency act 1986, or (being a partnership) has  
ny of the foregoing applies;

e)

f)

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s to the court for, or obtains, a moratorium under  
cy Act 1986;

tice is given, a resolution is passed, or an order  
se in connection with the winding up of the other  
ny, limited liability partnership, or a partnership)  
r the purpose of a scheme for the solvent  
other Party with one or more other companies or  
ruction of that Party;

g)

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de to the court, or an order is made, for the  
nistrator, or a notice of intention to appoint an  
or an administrator is appointed, over the other  
y, limited liability partnership, or a partnership);

- h) ...ing floating charge over the assets of that other (any or limited liability partnership) has become ... has appointed, an administrative receiver;
- i) ...titled to appoint a receiver over any or all of the ... Party, or a receiver is appointed over all or any of ... Party;
- j) ...g an individual) is the subject of a bankruptcy ... order;
- k) ...brancer of the other Party attaches or takes ... distress, execution, sequestration, or other such ... enforced on or sued against, the whole or part of ... assets and such attachment or process is not ... insert period>> days;
- l) ... proceeding is taken, with respect to the other ... n to which it is subject, that has a similar effect to ... set out above in sub-Clauses 19.1(c) to (k)
- m) ...s or suspends, or threatens to cease or suspend, ... substantial part of its business;
- n) ...an individual) dies, or due to illness or incapacity ... (physical), becomes incapable of managing their ... es a patient under any mental health legislation;
- o) ... control of the other Party (within the meaning of ... rporation Tax Act 2010).

19.2 For the purposes of clause 19.2(b), a breach shall be considered capable of remedying the breach if the other Party can comply with the provision in question in all respects.

19.3 Without prejudice to the other rights or remedies available to it, [the Client] OR [the Service Provider] shall have the right to terminate this Agreement at any time by giving not less than <<insert number>> days written notice to the [Service Provider] OR [other Party]. Such termination shall not take effect before <<insert date>>

**20. Effects of Termination**

Upon the termination of this Agreement for any reason:

20.1 any sums payable by the other Party under any of the provisions of this Agreement shall become immediately due and payable;

20.2 the Service Provider shall immediately return any and all Client Materials and Client Equipment in its possession to the Client and shall not use the same for any purpose connected with this Agreement. In the event that the Service Provider has any Client Materials or Client Equipment [within its possession] at the termination or expiry of this Agreement], the Client shall require the Service Provider's premises to take possession of the same.

20.3 the following provisions shall remain in full force and effect: Clause 1 (Definitions)

and Clause 9 (Records and Audit), Clause 10 (Intellectual Property), Clause 11 (Confidentiality), [Clause 15 (TUPE on Exit),] Clause 16 (Data Processing), Clause 17 (Data Security), Clause 18 (Data Breach), Clause 19 (Data Transfer), Clause 20 (Effects of Termination), Clause 21 (Inadequacy of Damages), Clause 22 (Remedies), Clause 23 (No Waiver), Clause 27 (Severance), Clause 28 (Assignment), Clause 29 (Dispute Resolution), and Clause 38 (Law and Jurisdiction).

20.4 termination shall not prejudice any right to damages or any other remedy which the Client may have in respect of any breach of this Agreement which exists at the date of termination or expiry.

21. **Inadequacy of Damages**

21.1 Without prejudice to the Client's rights and remedies that the Client may have, the Service Provider acknowledges that damages alone would not constitute an adequate remedy for any breach by the Service Provider of any of the terms of this Agreement.

21.2 The Client shall be entitled to the remedies of injunction, specific performance, or other equitable remedies in respect of any breach (threatened or actual) of the terms of this Agreement by the Service Provider.

22. **Rights and Remedies**

The rights and remedies provided for in this Agreement are in addition to, and shall not limit or exclude, the rights and remedies provided by law.

23. **No Waiver**

No failure or delay in exercising any of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

24. **Variation**

[Subject to the provisions of Clause 27 (Change Orders), no] **OR** [No] variation of this Agreement shall be made unless it is in writing and signed by the duly authorised representative of the Client.

25. **Entire Agreement**

25.1 [Subject to Clause 14 (Data Processing), this] **OR** [This] Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof.

25.2 Each Party, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made or to be made) other than that expressly provided in this Agreement.



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33. **Time**

33.1 [The times and dates referred to in this Agreement shall be of the same nature and dates referred to in this Agreement shall be of the same nature.]

OR

33.2 [The times and dates referred to in this Agreement are of the essence of this Agreement and may be varied between the Parties.]

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34. **Non-Solicitation**

34.1 [Subject to Clause 15 and Schedule 4 (TUPE on Exit), neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away or employ any person who is or was employed or engaged by the other Party at any time in relation to this Agreement [without the express written consent of that Party].

34.2 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away from the other Party as a customer or client of that other Party during the term of this Agreement or within a period of <<insert period>> after its termination or expiry, any such solicitation or enticement would cause damage to that Party [without the express written consent of that Party].

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35. **Third Party**

35.1 No provision of this Agreement is intended to confer rights on any third parties and the provisions of the (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

35.2 Subject to the provisions of this Agreement shall continue and be binding on the assigns of either Party as required.

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36. **Notices**

36.1 All notices shall be in writing and deemed duly given if signed by a duly authorised officer of the Party giving the notice.

36.2 All notices shall be addressed to the most recent postal or email address given in this Agreement or as otherwise notified by either Party to the other from time to time.

36.3 Notices shall have been duly given:

a) if delivered by courier or other messenger during the normal business hours of the recipient [, on signature of a delivery person];

b) if delivered by [fax or] email [and a successful confirmation of receipt is generated] during the normal business hours of the recipient or, if delivered outside the recipient's normal business hours, at the first business hours resume; or

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c) ..., 9.00 a.m.>> on the second Business Day at the delivery time recorded by the relevant mailed by first-class mail, postage prepaid [or by day delivery service].

36.4 For Clause 36, "normal business hours" shall mean <<insert >> to <<insert time, e.g., 5.00 p.m.>>, <<insert >> on a day that is not a public or bank holiday.

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37. **Dispute Res**

37.1 The Parties shall resolve any dispute arising out of or relating to this Agreement between their appointed representatives who have authority to settle such disputes.

37.2 [If no dispute is resolved under Clause 37.1 do not resolve the matter within 14 days of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure.]

37.3 [If the dispute is not resolved under sub-Clause 37.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not accept the proposed procedure, the dispute may be referred to arbitration.]

37.4 The seat of the arbitration under sub-Clause 37.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration of the International Chamber of Commerce chosen by the Parties. In the event that the Parties are unable to agree on an arbitrator(s) or the Rules for Arbitration, either Party may, subject to the consent of the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules of procedure.

37.5 Nothing in this Clause shall prohibit either Party or its affiliates from seeking injunctive relief.

37.6 The decision and outcome of the final method of dispute resolution under Clause 37 shall [not] be final and binding on both Parties.

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38. **Law and Jurisdiction**

38.1 This Agreement and any non-contractual matters and obligations arising therefrom (together with) shall be governed by, and construed in accordance with, the law of England and Wales.

38.2 Subject to Clause 37 (Dispute Resolution), any dispute, claim or demand between the Parties relating to this Agreement (together with) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Service Provider by: <<Name and Title of Service Provider>>

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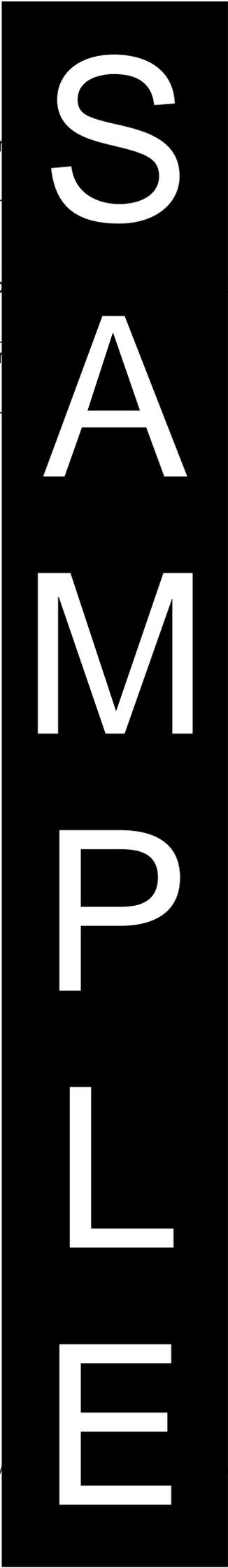
Authorised Signatur

Date: \_\_\_\_\_

SIGNED for and on  
<<Name and Title of Client>>

Authorised Signatur

Date: \_\_\_\_\_



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EDULE 1

**The Services**

**Specification of Services**

<<Insert a detailed list of services to be provided by the Service Provider to the Client under this Agreement>>

**Client Equipment**

<<Insert a list of applicable Client Equipment>>

**Client Materials**

<<Insert a list of applicable Client Materials>>

**Service Provider Equipment**

<<insert a list of applicable Service Provider Equipment>>

**Materials and Third Party Services**

<<Insert details of materials and services to be procured by the Service Provider>>

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EDULE 2

**Fees and Payment**

**Fees**

<<Insert details of which the Fees are

eration of the Services including the method by

**Payment Terms**

<<Insert details of p

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EDULE 3

**Mandatory Policies**

<<Insert a list of the

(optionally) attach them to the Agreement>>

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SCHEDULE 4

TUPE on Exit

1. Definitions

1.1 In this Schedule, the following expressions have the following meanings:

“New Service Provider” means a third party appointed by the Client to replace the Service Provider in the provision of the Services or a part thereof;

“Potential Returning Employees” means individuals assigned to the provision of the Services whose details shall be provided by the Service Provider to the Client in accordance with paragraph 2.3 of this Schedule;

“Returning Employees” means the individuals listed in a Schedule which shall be agreed by the Parties before the Service Transfer Date who were employed by the Service Provider and whose duties were wholly and/or mainly to the Services immediately before the Service Transfer Date;

“Service Transfer Date” means the date (or dates) on which the responsibility for the provision of the Services or a part thereof is transferred from the Service Provider to the Client or to a New Service Provider;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended).

2. Personnel

2.1 In the event that the Services or a part thereof cease to be provided by the Service Provider (for whatever reason) and the Services or a part thereof then continue to be provided by the Client on their own behalf and/or by a New Service Provider, the Parties shall acknowledge and agree that there may have been a transfer of the Returning Employees to the Client or the New Service Provider for the purposes of TUPE. In the event of such a transfer, the Returning Employees shall be transferred to the New Service Provider in accordance with the provisions of TUPE from the Service Transfer Date.

2.2 Except in the reasonable belief of the Parties that no relevant transfer of the Services of TUPE, the Parties shall co-operate in the identification of Returning Employees before the Service Transfer Date and shall take such steps as may be necessary in order to facilitate the transfer of those Returning Employees to the Client and/or the New Service Provider.

2.3 The Service Provider shall, at least <<insert period>> prior to the expiry of this Agreement or if the Agreement is terminated earlier, within <<insert period>> of the termination, provide the following information to the Client (as required by law):

a) the names of the Returning Employees;

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b) continuous service lengths, current salaries, and periods for all Potential Returning Employees;

c) conditions of employment for all Potential Returning Employees, and any information that the Supplier is required to disclose under section 1 of the Employment Rights Act 1996;

d) details of any disciplinary or grievance proceedings which are brought against any Potential Returning Employees, and details of any such proceedings that have taken place in the previous two years;

e) details of any claims or claims which the Service Provider has brought or will be brought by any Potential Returning Employees or their representatives, and details of any such claims that have been brought in the previous two years;

f) details of any pension schemes or arrangements, whether contractual or otherwise, to which the Potential Returning Employees are entitled; and

g) details of any applicable collective agreements which will have effect for Potential Returning Employees after the Service Transfer Date to TUPE.

2.4 At request by the Client, the Service Provider shall provide updated information on the information listed above in Paragraph 2.3.

2.5 The Service Provider shall indemnify the Client (both in respect of the Client and the New Service Provider) against all costs, expenses, claims, and liabilities (not limited to, reasonable legal costs) incurred by the Client or the New Service Provider arising out of or in connection with:

a) any claim made by any Returning Employee or trade union representing any Returning Employee (whether or not such claim is made pursuant to a statute, pursuant to European law, or otherwise) arising out of or in connection with any fault, act, or omission on the part of the Service Provider on or after the Service Transfer Date;

b) any claim against the Service Provider to comply with its obligations under regulations 13 and 14 of TUPE, or any compensation payable under regulation 15 of TUPE, except where such failure to comply is caused by the Client and/or the New Service Provider or arises from liabilities under regulation 13 of TUPE;

c) any claim by any party who transfers or alleges that they have transferred to the New Service Provider, but whose name is not included in the list of Returning Employees.

2.6 Where the Service Provider transfers the employment of any person to the Client and/or a New Service Provider, and the Client or New Service Provider serves a notice of termination of that person's employment within <<insert period>> after the date of the Service Transfer Date, the Service Provider shall indemnify the Client (both in respect of the Client and the New Service Provider) in respect of any statutory or contractual rights to which that person is entitled and in respect of any costs or damages payable by the Client to that person in respect of any wrongful dismissal or in reasonable settlement of a claim for damages.]

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EDULE 5

**Key Personnel**

<<Insert details of  
4.3>>]

inted by the Service Provider under sub-Clause

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SCHEDULE 6

Service Provider's

<<Insert a copy of the Privacy Notice>>]

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EDULE 7

Personal Data Pro

1. Data Processing

Scope

<<Insert description of processing to be carried out>>

Nature

<<Insert description of processing to be carried out>>

Purpose

<<Insert description of which the processing is to be carried out>>

Duration

<<Insert details of the processing>>

2. Types of Person

<<List the types of person processed>>

3. Categories of Data

<<List the categories>>

4. Organisational a

<<Describe the organisational measures to be implemented as referenced in 14.6(b)>>]

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