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THIS AGREEMENT is made the

BETWEEN:

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

WHEREAS:

- (1) The Host carries on the business of providing website hosting, providing website hosting facilities and related services, and has appropriate hardware connected to the World Wide Web via the Internet;
- (2) The Client wishes to engage the Host to provide website hosting and related services subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them:

"Acceptance"

Acceptance by the Client of the Website in accordance with Clause 4;

"Acceptance Retests"

Acceptance Retests to be carried out in the event of a failure in accordance with Clause 4 and Schedule 3;

"Acceptance Tests"

Acceptance Tests to be carried out on the Website as set out in Clause 4 and Schedule 3;

"Business Day"

any day other than Saturday or Sunday) on which the offices of the Host are open for their full range of services at <<insert location>>;

"Client Site Materials"

any content provided by the Client to be hosted on the Website;

"Commencement Date"

the date of the Agreement>>;

"Confidential Information"

any information, whether or not confidential, disclosed by either Party, information which is confidential in the eyes of the other Party pursuant to this Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or

**“Data Protection
Legislation”**

**“personal data”
“data subject”
“data controller”
“data processor” and
“personal data breach”**

“Defect”

“Defect Report”

“Hosting Fees”

“Hosting Services”

“Hosting Service Levels”

“Hosting Specification”

**“Intellectual Property
Rights”**

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

the meaning defined in Article 4 of the

the Website that causes it to fail the Performance Tests;

Defects compiled by the Host as set out in Clause 4.4;

to be paid by the Client to the Host for the Hosting Services, as agreed by the Parties, as set out in Clause 4.5;

to be provided by the Host for the Hosting Services, as set out in the Hosting Specification;

levels in accordance with which the Host will provide the Hosting Services, as set out in the Hosting Specification;

setting out the particulars of the Hosting Services to be provided by the Host to the Client as set out in Part 1 of Schedule 1;

rights to inventions, copyright and related rights (including moral rights), trade marks, domain names, rights in get-up and goodwill and the right to sue for passing off, rights in computer software, rights to use and protect the confidential information (including trade secrets) and all other intellectual property rights whether registered or unregistered, applications and rights to apply for renewals or extensions of, and rights in, such rights and all similar or related forms or protection which either exist now or in the future in any part of

“Non-Host Defect”

“Project Manager”

“Retest Period”

“Site Software”

“Testing Period”

“User Content”

“Website”

“Website Specification”

1.2 Unless the context

1.2.1 “writing”, and
communication
similar mean

1.2.2 a statute or
provision as

1.2.3 “this Agree
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than t

1.2.6 a “Party” or t

1.3 The headings used
no effect upon the i

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2. The Hosting Services

2.1 The Parties have p
Website as set out i

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the Website that causes it to fail
Acceptance Tests that has been
omission of the Client, or by any
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ibility;

anager appointed by either Party
1;

thin which the Acceptance Retests
as specified in sub-Clause 4.8;

for the Website commissioned by
in Part 2 of Schedule 2;

thin which the Acceptance Tests
as specified in sub-Clause 4.2;

content uploaded or otherwise
bsite by its users;

website [at <<insert URL>>] to be
ursuant to this Agreement; and

setting out the particulars of the
ification, attached in Part 1 of

reference in this Agreement to:

ion, includes a reference to any
honic or facsimile transmission or

e is a reference to that statute or
at the relevant time;

this Agreement and each of the
nted at the relevant time;

ement; and

ce to a Clause of this Agreement
graph of the relevant Schedule.

parties to this Agreement.

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h the Hosting Specification for the

nance with the Hosting Specification

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and the Hosting Service

2.3 The Client shall supply all Content, Materials and Site Software

2.4 Upon receipt of the Content, Materials and Site Software, the Host shall make ready the Website

2.5 Not later than <<insert date>>, the Host shall provide the Hosted Website in accordance with the Hosting Specifications

complete copy of all Client Site Software, Content, Materials and Site Software, the Host shall make ready the Website

Acceptance Tests by <<insert date>>.

Acceptance by the Client, the Host shall provide the Hosted Website in accordance with this Agreement, the Hosted Website shall meet the Performance Levels.

3. Project Management and Project Manager

3.1 Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party. The Project Manager shall have the authority to bind the Party in all matters, and the authority to appoint and dismiss other personnel.

Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party. The Project Manager shall have the authority to bind the Party in all matters, and the authority to appoint and dismiss other personnel.

3.2 The Project Manager shall be responsible for the Website and <<insert date>> until the Acceptance of the Website and <<insert date>> for the term of this Agreement.

<<insert date>> until the Acceptance of the Website and <<insert date>> for the term of this Agreement.

4. Acceptance Testing

4.1 As of <<insert date>>, the Website shall be made available for testing. The Acceptance Tests shall test the Website's compliance with the Hosting Specifications.

2.4, the Website shall be made available for testing. The Acceptance Tests shall test the Website's compliance with the Hosting Specifications.

4.2 The Client shall have a <<insert date>> Business Day Testing Period during which it shall conduct Acceptance Tests on the Website as specified in Schedule 1.

<<insert date>> Business Day Testing Period during which it shall conduct Acceptance Tests on the Website as specified in Schedule 1.

4.3 In the event that the Acceptance Tests are not passed, the Client shall inform the Host at the end of the Testing Period of all Defects in writing.

not passed, the Client shall inform the Host at the end of the Testing Period of all Defects in writing.

4.4 Upon receipt by the Host of the information under sub-Clause 4.3, the Host shall have a <<insert date>> Business Days to compile the Defects Report which the Host shall provide to the Client in writing.

information under sub-Clause 4.3, the Host shall have a <<insert date>> Business Days to compile the Defects Report which the Host shall provide to the Client in writing.

4.5 Upon receipt by the Client of the Defects Report, the Parties shall agree upon a mutually acceptable solution to the Defects and to agree upon solutions to the Defects within a mutually acceptable time period.

Report, the Parties shall agree upon a mutually acceptable solution to the Defects and to agree upon solutions to the Defects within a mutually acceptable time period.

4.6 In the event that a Defect is caused by an act or omission of the Client or a party associated with the Client for whom the Host has accepted responsibility, a Non-Host Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only Non-Host Defects are passed, the Host shall be deemed to have passed the Acceptance Tests and Clause 4.10 shall apply.

to have been caused by an act or omission of the Client or a party associated with the Client for whom the Host has accepted responsibility, a Non-Host Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only Non-Host Defects are passed, the Host shall be deemed to have passed the Acceptance Tests and Clause 4.10 shall apply.

4.7 Defects shall be remedied at the additional cost to the Client. The Client may request the Host to remedy the Defects, however the Host shall reserve the right to remedy the Defects at its then-current rates and shall require full payment of the same in advance.

to additional cost to the Client. The Client may request the Host to remedy the Defects, however the Host shall reserve the right to remedy the Defects at its then-current rates and shall require full payment of the same in advance.

4.8 Where applicable, the Host shall have a <<insert date>> Business Day Retest Period during which it shall conduct Acceptance Tests on the Website as specified in Schedule 1.

the Host of any and all necessary resources to conduct the Acceptance Tests, the Client shall have a <<insert date>> Business Day Retest Period during which it shall conduct Acceptance Tests on the Website as specified in Schedule 1.

- shall carry out the work and any remedial work thereof, as appropriate.
- 4.9 In the event that the Client does not accept the Website as delivered, the Client shall have the following options, without prejudice to the Client's other rights and remedies:

4.9.1 to require the Host to complete the remedial work and submit the Website for the Client's Acceptance Retests. If the Website fails the Acceptance Retests, the Client may require the repetition of the Acceptance Retests. The Client may proceed under sub-Clauses 4.9.2 or 4.9.3.

4.9.2 to accept the Website in its current state, subject to a reasonable reduction in the fee payable to the Host which shall be agreed upon in writing within <<insert period>> of the Acceptance Retests. If the Host does not reduce the fee within the time limit, the Client shall terminate the Website in accordance with sub-Clause 4.9.3.

4.9.3 to reject the Website. The Website shall be terminated immediately and the Host shall refund to the Client any and all sums already paid to the Host under this Agreement [immediately].

- 4.10 The Website shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (except those accepted by the Client under sub-Clause 4.9.2). The Client shall sign the Acceptance Form within <<insert period>> Business Days.

5. Fees and Payment

- 5.1 The Client shall pay the Host the Fees, calculated in accordance with Schedule 4, within <<insert period>> of receipt of the Host's invoice for the Fees.
- 5.2 Any and all sums payable by the Client to the Host shall be [exclusive] OR [inclusive] of VAT.
- 5.3 If the Client fails to pay the Fees by the due date for payment, then, in addition to the Fees, the Client shall pay interest on the overdue sum (including, but not limited to, the Fees) at the rate of <<insert percentage>>% per annum from the due date for payment until the payment is made in full. The interest shall be compounded daily.
- 5.4 Interest under sub-Clause 5.3 shall be payable daily at the rate of <<insert percentage>>% per annum from time to time, and at <<insert percentage>>% per annum for any period when that base rate is below 0%.

6. Website Hosting

- 6.1 The Host shall upload, maintain, and update any and all Client Site Materials

the Website (or the affected parts thereof) in accordance with Schedule 3.

If the Client does not pass the Acceptance Retests, the Client shall have the following options, without prejudice to the Client's other rights and remedies:

4.9.1 to require the Host to complete the remedial work and submit the Website for the Client's Acceptance Retests. If the Website fails the Acceptance Retests, the Client may require the repetition of the Acceptance Retests. The Client may proceed under sub-Clauses 4.9.2 or 4.9.3.

4.9.2 to accept the Website in its current state, subject to a reasonable reduction in the fee payable to the Host which shall be agreed upon in writing within <<insert period>> of the Acceptance Retests. If the Host does not reduce the fee within the time limit, the Client shall terminate the Website in accordance with sub-Clause 4.9.3.

4.9.3 to reject the Website. The Website shall be terminated immediately and the Host shall refund to the Client any and all sums already paid to the Host under this Agreement [immediately].

4.10 The Website shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (except those accepted by the Client under sub-Clause 4.9.2). The Client shall sign the Acceptance Form within <<insert period>> Business Days.

5.1 The Client shall pay the Host the Fees, calculated in accordance with Schedule 4, within <<insert period>> of receipt of the Host's invoice for the Fees.

5.2 Any and all sums payable by the Client to the Host shall be [exclusive] OR [inclusive] of VAT.

5.3 If the Client fails to pay the Fees by the due date for payment, then, in addition to the Fees, the Client shall pay interest on the overdue sum (including, but not limited to, the Fees) at the rate of <<insert percentage>>% per annum from the due date for payment until the payment is made in full. The interest shall be compounded daily.

5.4 Interest under sub-Clause 5.3 shall be payable daily at the rate of <<insert percentage>>% per annum from time to time, and at <<insert percentage>>% per annum for any period when that base rate is below 0%.

6.1 The Host shall upload, maintain, and update any and all Client Site Materials

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provided to them for the Client within <<insert period>> Business Days of receipt.

6.2 [The Host shall provide access to its server for the purposes of enabling the Client to upload content on the Website] **AND/OR** [update the Website with Client Site Materials].

6.3 The Host shall only monitor the Website for Client Site Materials. The Host shall have no control over the content of the Website and shall not be responsible for monitoring the same.

6.4 Notwithstanding such limitation, the Host shall remove any content on the Website (including, but not limited to, Client Site Materials) is unlawful, obscene, defamatory, offensive (including, but not limited to, libelous, slanderous, abusive, threatening, harassing, or otherwise), or infringes the Intellectual Property Rights of any third party, it shall inform the Client of such content and shall remove the same immediately.

6.5 The Host shall comply with any written request from the Client to remove any content (including, but not limited to, Client Site Materials, User Content, or otherwise) from the Website that infringes the Intellectual Property Rights of any party from accessing the Website.

7. Intellectual Property

7.1 The Client shall retain all Intellectual Property Rights subsisting in the Client Site Materials and the Host shall not claim any Intellectual Property Rights hereunder. The Client hereby grants a non-exclusive license to the Host to use the Client Site Materials to the extent required to host the Website and perform its obligations under this Agreement.

7.2 All Intellectual Property Rights in the Website (including, but not limited to, any and all content, Client Site Materials, and User Content) shall remain the property of the Client. The Host shall not claim any Intellectual Property Rights in the Website and shall not assign the same to the Client with full title guarantee.

7.3 The Host shall indemnify the Client against all damages, losses, and expenses arising out of the infringement of the Client's Intellectual Property Rights by any part of the Website created or maintained by the Host, provided that the Client:

7.3.1 promptly notifies the Host of the claim or proceedings;

7.3.2 makes no admission of liability without the Host's prior written consent;

7.3.3 provides the Host with all information and assistance that the Host may reasonably require to defend or settle the claim or proceedings;

7.3.4 gives the Host the right to defend or settle the claim or proceedings.

7.4 The Client shall indemnify the Host against all damages, losses, and expenses arising out of the infringement of the Host's Intellectual Property Rights by any part of the Client Site Materials, provided that the Client:

7.4.1 promptly notifies the Host of the claim or proceedings;

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7.4.2 makes no a without the Client's prior written consent;

7.4.3 provides the on and assistance that the Client may reasonably require;

7.4.4 gives the C defend or settle the claim or proceedings;

7.5 The indemnities set out in this Clause shall not apply to the extent that the claims or proceedings are caused by or result out of the indemnifying Party's non-compliance with any applicable laws or regulations or the indemnified Party's failure to comply with the indemnified Party's obligations provided by the indemnified Party.

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8. Warranties

8.1 Each Party hereby warrants that it has the full power and authority to enter into, and perform its obligations under, this Agreement.

8.2 The Host shall perform its obligations under this Agreement with reasonable care and skill in accordance with the generally established and recognised practices and standards of the website hosting industry.

8.3 The Host warrants that the Website shall be free of errors, viruses, and material defects at the time of Acceptance in accordance with the Website Specification for a period of 30 days from the date of Acceptance. In the event that the Website does not comply in accordance with the Website Specification, the Host shall, at its own expense, rectify the Website so that the Website complies with the Website Specification and at no additional cost to the Client.

8.4 The warranty provided in this Clause shall not apply to the extent that any non-conformity with the Website Specification arises out of modifications made to the Website by the Client or any third-party without the direct involvement of the Host.

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9. Liability

9.1 Neither Party shall be liable to the other for any loss of profit, anticipated profits, revenues, or business opportunity, or for any indirect or consequential loss.

9.2 Nothing in this Agreement shall limit the Party's liability under sub-Clause 9.4 or Clause 11 and the aggregate cap on each Party's liability shall be the amount set out in Clause 9.3.

9.3 Subject to sub-Clause 9.2, the aggregate liability to the other in respect of any claims based on negligence, or other breach of contract, tort (including breach of statutory duty), or otherwise in connection with the performance of the Website shall not exceed the sum of <<insert sum>> in any calendar year arising out of or in connection with the performance of the Website in contract, tort (including breach of statutory duty), or otherwise.

9.4 Nothing in this Agreement shall limit the Party's liability for death or personal injury caused by negligence; fraud; any breach of the Consumer Goods Act 1979 or by Section 2 of the Consumer Goods Act 1982; the deliberate or wilful misconduct of that Party or its directors, officers, agents, or sub-contractors; or for any other form of liability which is not excluded or excluded by law.

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11.5.4 not transfer
written cons
satisfied:

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only if the following conditions are

a) the Client a
the transfer

provided suitable safeguards for

b) affected dat
remedies;

ceable rights and effective legal

c) the Host co
Legislation,
personal dat

tions under the Data Protection
level of protection to any and all

d) the Host cor
the Client wi

the instructions given in advance by
ing of the personal data.

11.5.5 assist the C
requests fro
Data Prote
notifications,
authorities o
Commission

st, in responding to any and all
ensuring its compliance with the
respect to security, breach
and consultations with supervisory
but not limited to, the Information

11.5.6 notify the Cl
data breach;

on becoming aware of a personal

11.5.7 on the Clie
return all pe
termination o
personal dat

delete (or otherwise dispose of) or
all copies thereof to the Client on
it is required to retain any of the

11.5.8 maintain cor
technical an
demonstrate
the Client an

ords of all processing activities and
ures implemented necessary to
ause 11 and to allow for audits by
d by the Client.

11.6 [The Host shall no
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s obligations with respect to the
ement.]

OR

11.6 [The Host shall no
processing of pers
consent of the Cl
processor, the Host

s obligations with respect to the
reement without the prior written
the Host appoints such a sub-

11.6.1 enter into a
impose upon
upon the Ho
and the Clie

n the sub-processor, which shall
same obligations as are imposed
d which shall permit both the Host
tions; and

11.6.2 ensure that
that agreem

lies fully with its obligations under
on Legislation.]

11.7 [In the event that
processing of pers
and the Host, the H
sub-processor.]

ts obligations with respect to the
ause 11.6, as between the Client
le for all acts and omissions of the

11.8 Either Party may, a
this Clause 11, rep
similar terms that fo

ast <<insert period>> notice, alter
cable data processing clauses or
certification scheme. Such terms

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shall apply and replace the Attachment to this Agreement.]

12. Network and Information

- 12.1 The Host has in place appropriate measures to protect its network and information systems. The Host hereby warrants that the information provided is accurate, complete and up-to-date and that it shall take all reasonable steps to be made thereto.
- 12.2 The Host shall notify the Client in the event that it becomes aware of any security incident affecting its network and information systems that has the potential to affect the Client. The Host shall respond without undue delay to any and all queries from the Client with respect to any such incident. The Host shall keep the Client informed of the extent of any reporting obligations applicable to the Client under the Network and Information Systems Regulations ("NIS Regulations") and any other statutory or regulatory requirements required to comply.
- 12.3 The Host shall use all reasonable OR [reasonable endeavours] to ensure business continuity at all times.
- 12.4 The Host shall at all times co-operate with the Client with respect to co-operation and compliance shall include, but not be limited to, the provision of information in the event of security incidents by regulatory authorities.

13. Confidentiality

- 13.1 Each Party undertakes to keep confidential and not disclose any information provided by sub-Clause 13.2 or as authorised in writing by the other Party, shall, at all times during the term of this Agreement and for a period of [5] years] after its termination or expiry:
- 13.1.1 keep confidential any information;
- 13.1.2 not disclose any information to any other party;
- 13.1.3 not use any information for any purpose other than as contemplated in the terms of this Agreement;
- 13.1.4 not make any information available in any way, or part with possession of any information;
- 13.1.5 ensure that its officers, employees, agents, sub-contractors and consultants do not do any of which, if done by that Party, would constitute a breach of any of the provisions of Clauses 13.1.1 to 13.1.4 above.
- 13.2 Either Party may:
- 13.2.1 disclose any information to:
- a) any sub-contractor;
- b) any government body or regulatory body; or
- c) any employee or agent of any of the aforementioned persons, parties or entities, where necessary for the purposes of the Agreement, including, but not limited to, the

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any other purpose, or disclose it to
only that it is at the date of this
date becomes, public knowledge
making such use or disclosure, that
the Confidential Information which

continue in force in accordance with
 and of <<insert period>> after the
 notwithstanding the termination of

Commencement Date and, subject to
 terminate on the <<insert period>>
 unless renewed by the Client for a

medies which may be available to it,
with immediate effect by written

the other Party under any of the
not paid within <<insert period>>
payment;

or material breach of any of the
the breach is capable of remedy,
period>> Business Days after being
of the breach and requiring it

or where the other Party is a
of any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

or firm, has a bankruptcy order
y, goes into liquidation (except for
tion or re-construction):

foregoing under the law of any
her Party;

to cease, to carry on business; or

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14.2.8 control of the Host shall be without prejudice to any rights, remedies, obligations or claims of the Parties under this Agreement. "connected" shall have the meanings ascribed thereto by Sections 112 and 117 of the Corporation Tax Act 2010.

14.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations or claims of the Parties under this Agreement which have already accrued to either Party.

14.4 On the termination or expiry of this Agreement, the Host shall:

14.4.1 all licences granted to the Client under this Agreement shall terminate on the termination or expiry of this Agreement;

14.4.2 the Host shall deliver to the Client all Materials and Site Software in its possession to the Client without delay;

14.4.3 the Host shall deliver to the Client a copy of the Website, including all content on the Website at the time, to the Client using <<insert method>> within 14 days of the termination or expiry of this Agreement;

14.4.4 the Host shall transfer to the Client any data as is reasonably required by the Client in connection with the Website to another host, subject to the payment by the Client of any reasonable costs incurred by the Host in providing such data;

14.4.5 any provision of this Agreement that either expressly or impliedly survives the termination or expiry of this Agreement shall remain in full force and effect.

15. Force Majeure

15.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond their reasonable control.

15.2 In the event that a Party cannot perform their obligations hereunder due to Force Majeure, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of <<insert period>> during which their performance is delayed].

15.3 In the event that a Party cannot perform their obligations hereunder due to Force Majeure for a continuous period of <<insert period>>, the affected Party shall at its discretion terminate this Agreement by written notice at the end of that period.

16. Audit

16.1 The Client shall have the right to audit the Host's compliance with this Agreement (including the Host's compliance with the data processing provisions) upon receiving <<insert period>> Business Days' written notice. Such audits, at the Client's option, may include an onsite audit of the Host's premises.

16.2 The Client shall inform the Host of the identity of any auditors appointed by it under this Clause. Such auditors shall be external third-party auditors are

appointed, shall ensure compliance with the terms of confidentiality.

are subject to suitable obligations

17. **No Waiver**

No failure or delay by either Party in exercising its rights shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any

of its rights under this Agreement or a waiver by either Party of a breach of any provision of this Agreement to be a waiver of any subsequent

18. **Further Assurance**

Each Party shall execute and do all such acts and deeds as may be necessary to carry out the provisions of this Agreement.

deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

19. **Costs**

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

20. **Assignment and Sub-Contracting**

20.1 [Subject to sub-Clause 20.2, this Agreement is personal to the Parties and shall not be assigned (otherwise than by operation of law) or otherwise delegated by either Party without the written consent of the other Party, such consent not to be unreasonably withheld.]

Agreement] **OR** [This Agreement] may assign, mortgage, charge, sub-contract, or otherwise delegate any of its rights or obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]

20.2 [Subject to sub-Clause 20.1, either Party may assign, mortgage, charge, sub-contract, or otherwise delegate any of its obligations undertaken hereunder to a suitably qualified assignee, or to any other member or subsidiary of its group, without the written consent of the other Party, such consent not to be unreasonably withheld.]

be entitled to perform any of the obligations undertaken hereunder by any other member of its group or through its subsidiaries. Any act or omission of such assignee for the purposes of this Agreement, be it an act or omission, shall be deemed to be an act or omission of the Party.]

21. **Relationship of the Parties**

Nothing in this Agreement shall be construed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by this Agreement.

deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by this Agreement.

22. **Third Party Rights**

22.1 Unless expressly stated otherwise, the provisions of this Agreement shall not confer rights on any third party (as defined in the Contracts (Rights of Third Parties) Act 1999).

of this Agreement is intended to confer rights on third parties in accordance with the Contracts (Rights of Third Parties) Act 1999.

22.2 Subject to this Clause, the provisions of this Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.

shall continue and be binding on the transferee, successors and assigns of the Party as required.

23. **Notices**

- 23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.
- 23.2 Notices shall be deemed to have been given:
- 23.2.1 when delivered to the addressee by hand by a courier or other messenger (including outside business hours of the recipient; or
 - 23.2.2 when sent, by post, fax, e-mail or e-mail and a successful transmission is generated; or
 - 23.2.3 on the fifth business day after the date of posting by ordinary mail; or
 - 23.2.4 on the tenth business day after the date of posting by airmail, if mailed by airmail, postage prepaid.
- b) In each case, the notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile address notified by the other Party.

24. **Entire Agreement**

- 24.1 [Subject to Clause 24.2] This Agreement contains the entire agreement between the Parties in relation to its subject matter and may not be modified except by a written instrument signed by the duly authorised representatives of the Parties.
- 24.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or not made) other than those expressly provided in this Agreement.

25. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

26. **Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

27. **Law and Jurisdiction**

- 27.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated with its performance or interpretation) shall be governed by, and construed in accordance with, the law of England and Wales.
- 27.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with its performance or interpretation) shall be referred to and determined by the courts of England and Wales.

SIGNED for and on behalf of the H
<<Name and Title of person signing

Authorised Signature

Date: _____

SIGNED for and on behalf of the C
<<Name and Title of person signing

Authorised Signature

Date: _____

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Part 1: Hosting Specification

<<Insert Hosting Specification>>

Part 2: Hosting Service Levels

<<Insert Hosting Service Levels>>

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Part 1: Website Specification

<<Insert Website Specification>>

Part 2: Site Software

<<Insert details of Site Software>>

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Acceptance Tests

<<Insert details of Acceptance Tests

Acceptance Retests

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Hosting Fees

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Host's Data Protection <<insert
<<Attach Notice or Policy>>]

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Client's Data Protection <<insert
<<Attach Notice or Policy>>]>>

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1. Data Processing

Scope

<<Insert description of the scope of processing to be carried out>>.

Nature

<<Insert description of the nature of processing to be carried out>>.

Purpose

<<Insert description of the purpose of processing to be carried out>>.

Duration

<<Insert details of the duration of the processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 11.5.2>>.

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es to the Client. Include details of
ation security, risk analysis, HR,
nd system lifecycle management,
>>

- to protect the security of its network
- as system failure, human error,
- >

st to ensure the accessibility and
ing services.>>

(based on business and security network and information systems,

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res for ensuring the timely and
nts. Include details of how such

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reporting incidents and for finding
>
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the severity of incidents, analysing from them which may in turn be processes and procedures.>>

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to ensure business continuity for measures are routinely tested and

Also provide details of how such

111

measurement, and assessment of
e are functioning as intended. Also
obtained.>>

with applicable standards and/or
ed, and the measures in place for
ant targets are met.>>

ed by the Host to identify flaws in

the security measures applied to maintain functionality.>>

5. International Standards

<<Insert details of any applicable of compliance with those standard

ion systems that protect data and

nd, where relevant, provide details

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