(1) <[illegible]er>>

(2) [illegible]t>>

SERVICES RETAINE[illegible]RS ORDERED ONLY)

SAMPLE

THIS SERVICES RETAINER AGR day of

BETWEEN:

(1) <<Name of Provider>> **[**a <Country of Registration>> under number <<Company Regi se registered office is at**] OR [**of**]** <<insert Address>> ("the P

(2) <<Name of Client>> **[**a c <Country of Registration>> under number <<Company Regi se registered office is at**] OR [**of**]** <<insert Address>> ("the C

WHEREAS:

(1) The Provider offers to nsultancy] [creative] [marketing] [advertising] [business] S nsert nature of services>>. The Provider has reasonable sk ience in that field.

(2) The Client's business com s business>.

(3) The Client wishes to enga iner basis for the Term to provide the Services.

(4) The Provider and the Clie he Provider will provide the said type(s) of services to the C n thereof the Client will pay (a) the retainer fee for the right t num number of hours of services stated in this Agreement a of services (up to that maximum) which the Client wishes to

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement otherwise requires, the following expressions have th

"Business Day" (other than Saturday or Sunday) y banks are open in England & ll range of normal business;

"Commencement Date" on which provision of the mmence, as set out in sub-

"Confidential Informatio n to either Party, information d to that Party by the other Party connection with this Agreement r in writing or any other medium, ot the information is expressly idential or marked as such);

SAMPLE

SAMPLE

“Data Protection Legisla and until EU Regulation al Data Protection Regulation onger directly applicable in the nd any national implementing , and secondary legislation (as me to time), in the UK and any legislation which succeeds

“Fee” unt specified in Schedule 2 as the ming due to the Provider under

“Intellectual Property Ri nd all rights in any patents, trade marks, registered designs, d rights to apply for any of those business and company names, names and e-mail addresses, de marks and service marks, base rights, know-how, rights in entions;

er licences, consents, orders, erwise in relation to a right in

same or similar effect or nature as ragraphs (a) and (b) which now or subsist; and

ue for past infringements of any of hts;

“Order Form” ent in the form set out in used to place an order under the ure;

“Ordering Procedure” dure set out in Clause 3 for ces;

“Retainer Fee” specified in Schedule 2 as the coming due to the Provider under or each Retainer Period;

“Retainer Period” d specified as such in Schedule

“Retainer Period Limit” particular Retainer Period, a total gure>> in Fees equating to the er of hours of Services available amely <<insert figure>> hours of

"Services" ces to be provided by the Provider ccordance with Clause 2, as fully dule 1, and subject to the terms f this Agreement; and

"Term" of this Agreement as set out in

1.2 Unless the context reference in this Agreement to:

1.2.1 "writing" an ion includes a reference to any communicat transmission or similar means;

1.2.2 a statute or is a reference to that statute or provision as at the relevant time;

1.2.3 "this Agreen this Agreement and each of the Schedules a nted at the relevant time;

1.2.4 a Schedule i ement;

1.2.5 a Clause or ce to a Clause of this Agreement (other than agraph of the relevant Schedule; and

1.2.6 a "Party" or parties to this Agreement.

1.3 The headings used r convenience only and shall have no effect upon the i ement.

1.4 Words imparting the clude the plural and vice versa.

1.5 References to any g other gender.

1.6 References to perso tions.

2. Provision of the Services

2.1 Subject to the follo lause 2, in particular limits on the amount of Services and payment therefor, with effect from the Commenc shall from time to time during the Term provide to the Period such amount of each type of Services as the f the Ordering Procedure, and the Client may order fr s of the Ordering Procedure such amount, if any, of s as it requires to be provided in each Retainer Perio be bound to fulfil that order.

2.2 The Parties agree t

2.2.1 The Client to order any, or any minimum or specific, qu s of any type(s) of Services from the Supplier of either the Term or any Retainer Period(s). I hours of Services between zero and the ma ed for any Retainer Period(s) the Client shall ull Retainer Fee for that Retainer Period; and

2.2.2 Accordingly, e shall be refundable to the Client and no part ay be carried over to be credited against any for the next or any other Retainer Period/s;

SAMPLE

2.3 Except as follows, t o obligation to provide Services in any Retainer Perio number of hours comprising the Retainer Period Li l have no right to require such Services over and eriod Limit. However, where the Client wishes to o rried out in a Retainer Period in excess of the Reta Retainer Period, the Provider may in its absolute disc he Retainer Period Limit for that particular Retainer h case, Sub-Clauses 3.5 and 3.6 shall then apply to c ing the Retainer Period Limit;

2.4 No form of exclusiv by this Agreement and nothing in this Agreement sh r any Retainer Period(s), either prevent the Client f hird party/ies any services similar to or the same as a vent the Provider from providing to any third party/ies a he same as any of the Services;

2.5 The Provider shal with reasonable skill and care, commensurate wit in the <<insert sector/industry relevant to Services ingdom;

2.6 The Provider shall a reasonable instructions given to it by the Client provid compatible with the specification of Services provide

2.7 The Provider shall b g that it complies with all statutes, regulations, byelav f conduct and any other rules relevant to the provi d]

2.8 **[**The Provider may, s, act on the Client's behalf if and as agreed between s they arise from time to time[.][; and]**]**

2.9 **[**If from time to ti by notice to the Provider any reasonable addition Services ("Change Request"), the Provider will give n nfirm whether or not it is able to make that addition confirm details of any addition to or change in the a anges to the hourly rate of Fees which the Provider effect to the addition or change requested by the al"). If the Client then wishes to proceed with the C asis of the Change Proposal, the Client will do so by vider within <<insert number, e.g. 7>> days after the nditionally accepting the Change Proposal ("Change greement shall from the Provider's receipt of that Chan ed to be varied on the terms of the Change Proposal.**]**

3 Ordering Procedure and

3.1 From time to time ient may request the Provider to supply any Service der Form in the form set out in Schedule 3. All orde arried out subject to the provisions of Clause 20;

3.2 An Order Form ma f the means permitted for giving a notice under Clause

3.3 The Order Form mu cient detail to make clear the type and quantity and all the Services requested;

SAMPLE

3.4 [Except in the case se 3.8, only] **OR** [Only] an order placed in accordanc be valid, and such orders shall be of legal effect an es without any requirement for acceptance or any a Provider;

3.5 The Provider shall all Services for which the Client places an order to b er Period up to, but only up to, the Retainer Period Lin tainer Period and the Client shall have the right to r xcept if the Provider waives that Retainer Period Lim

3.6 If the total amount d to fulfil any particular order for Services to be ca Period would result in the Fees exceeding the Reta Retainer Period, the Provider shall give notice in writi <<insert number>> of days after receipt of that order for that order and in relation to that Retainer Period, th aive its right to insist on limiting Services to the Ret where the Provider does agree to waive it, it shall also t agrees to provide either:

3.6.1 all of the Se rder; or

3.6.2 not all of th n the order but that it agrees to provide the ity and type of Services stated in that notice; [

3.7 If the provision of entails the Provider incurring any expense which is n cost but is exclusively referable to the Services to be a "Client expense"), the Provider shall advise the Clie ount of the Client expense and the reason why it is n e Provider shall, as soon as the Provider becomes to incur Client expense, promptly issue an invoice to al amount of the Client expense (including any VAT he amount of it which the Provider incurs but cannot r all have no obligation to incur the Client expense unti aid, and, until the Client pays the invoice, the Provid out the aspect of the Services necessitating incurr shall be suspended without liability to the Client for any Services; [and]

3.8 **[**The following prov Services defined in Schedule 1 include any facility one or email a request to provide information, advice stion that the Client raises in that telephone call or em

3.8.1 If the Provid

3.8.1.1 it ca rmation, advice or guidance in resp by email; and

3.8.1.2 it ca tely or within <<insert number>> hour t's telephone or email or request; and

3.8.1.3 the t ider will need to take to deal with the C to provide the information, advice or g to exceed <<insert number>> [min

the Provider t that the Client may dispense with the requirem Procedure (or any other particular

SAMPLE

means) to o sing provision of that information, advice or gu

3.8.2 Unless the s, any follow up or supplementary information, r services may only be ordered by means of th

3.8.3 If the Client er that the information, advice or guidance is rovider will indicate to the Client whether it w th the request on that basis, but, whether or t or the Provider gives any such indication, i deal with the request any more quickly than ervices ordered by means of the Ordering Pr be liable for any failure to do so; and

3.8.4 [For the av greed that the time taken in any Retainer Pe o provide any such information, advice or g nore occasions will count when calculating t Services provided in that Retainer Period.]

OR

[The time ta od by the Provider to provide any such informa on one or more occasions will not count when of hours of Services provided in that Retaine total of such time expended by it on all such etainer Period exceeds <<insert number>> [of that time] **OR** [the excess over that <<inse][hours] time] will count when calculating t Services provided in that Retainer Period.]**]**

4 Client's Obligations

4.1 The Client shall pro any information (orally or in writing or in any other tang m) as and when requested by the Provider if:

4.1.1 it is reasona on of the Services; and

4.1.2 the Provider ; and

4.1.3 whether or n ain it; and

4.1.4 the Client ha it.

whether or not the C n obtaining the information;

4.2 The Client shall ens tion as it provides pursuant to this Clause 4 is complet

4.3 Unless the Provide tates in writing in relation to any particular informatio nt pursuant to this Clause 4, the Provider will be ent nformation as being complete and accurate;

4.4 The Provider shall to provide Services to the extent that it does not rec rate information in response to a request for it and w reasonably able to provide those Services without it;

SAMPLE

4.5 The Client may, f e reasonable instructions to the Provider in relatior vision of the Services. Any such instructions should he specification of the Services provided in Schedul

4.6 In the event that th decision, approval, consent or any other input or com ent in order to continue with the provision of any, c ces at any time, the Client shall provide the same in manner;

4.7 If any consents, li sions are needed from any third parties such as lar ties, local authorities or similar to enable the provisio all be the Client's responsibility to obtain the same in n of the relevant Services (or the relevant part thereo

4.8 If the nature of any the Provider to have access to the Client's premises o which is lawfully controlled by the Client, the Client sh der has access to the same at the times to be agreed d the Client as required;

4.9 The Client will take ns to protect the health and safety of the Provider's er b-contractors while providing any Services at any pre

4.10 The Provider shall le for any defect, omission, delay or other shortcomir ir provision due to any default or delay of the Client u

5 Fees, Payment and Reco

5.1 The Client shall pay n and every Retainer Period falling during the Term, he Fees in accordance with the provisions of Sched

5.2 The Provider shall i Retainer Fee and the Fees due in accordance with the 2;

5.3 The Retainer Fee ayable for the right to receive the Services under the d the Fees shall be consideration payable for the ti expends on provision of those Services. The Fees direct and indirect overhead costs of the Provider. Ho de any Client expense chargeable to the Client in addi Sub-Clause 3.7;

5.4 All payments requir to this Agreement shall be made within <<insert peri eceipt by the Client of the relevant invoice;

5.5 All payments requi t to this Agreement by the Client shall be made in c ank in <<insert location>> as the Provider may from without any set-off, withholding or deduction except s tax as the Client is required to deduct or withhold

5.6 Where any paymer ment is required to be made on a day that is not a Bu ade on the next following Business Day;

5.7 Without prejudice g any other provisions of this Agreement, any su following the expiry of the period

SAMPLE

set out in sub-Clau rest on a daily basis at <<insert percentage>>% abo sert name of bank>> from time to time until payment i n outstanding sums;

5.8 The Provider shall:

5.8.1 keep, or pr ept, such records and books of account as a the amount of any sums payable by the Client ted; and

5.8.2 at the reaso nt, allow the Client or its agent to inspect thos ccount and, to the extent that they relate to the s, to take copies of them;

5.9 Without prejudice t f this Agreement, if the Client fails to pay by the due invoice/s issued by the Provider pursuant to this A may exercise a particular and general right of lien ds or other property of the Client in the Provider's poss same until such time as payment of the invoice/s is re

6 Liability, Indemnity and I

6.1 The Provider shall ce at all times suitable and valid insurance that shall urance;

6.2 In the event that th orm the Services with reasonable care and skill it sh necessary remedial action at no additional cost to th

6.3 The Provider's total mand, proceedings, damages, loss, liability, costs or ex xpenses) arising in any particular period from its neg is Agreement shall be limited to £<<insert sum>> i d all connected or unconnected events occurring in

6.4 The Provider shall n, demand, proceedings, damages, loss, liability, costs o al expenses) suffered or sustained by the Client that failure to follow any instructions given by the Provid

6.5 The Provider shall n e to the Client under or in relation to this Agreement in co ncluding any liability for negligence) for:

6.5.1 any special l ct or consequential loss of revenue, business co s, profits, or use of facilities; or

6.5.2 any other ind s howsoever arising;

whether or not the s eseeable or actually foreseen;

6.6 Nothing in this Clau ion(s) of this Agreement shall limit or exclude the Pro or personal injury or for fraud or fraudulent misrepre

6.7 The Client shall ind inst any costs, liability, damages, loss, claims or pro ss or damage to any equipment (including that bel rties appointed by the Provider) caused by the Clien ees;

6.8 In the event of any ims, demands or costs (including, without prejudice to rovision, legal costs on a solicitor

SAMPLE

and own-client basis y:

6.8.1 the Client or on of the Services by the Provider or Client's u wnership of any item received by the Client fr urse or as a result of the Provider doing so cor of any Intellectual Property Rights belonging to er shall indemnify the Client from and against

6.8.2 the Provider e Provider's use or possession of any informat m in whatever form provided to it by the Clie eement for the purposes of the Provider pr nstitutes the infringement of any Intellectual g to a third party, the Client shall indemnify th nst the same; and

6.9 The exclusions a in this Clause 6 shall apply cumulatively, and s the form of action, whether under statute, in contract ce, or any other form of action.

7 Guarantee

7.1 The Provider guara les] [products][materials][items] to be supplied as par es shall be free from any and all defects for a period 12 months>> following completion of those Services; a

7.2 If any defects in a roducts][items] appear during the guarantee period s the Provider shall rectify any and all such defects at r

8 Intellectual Property Righ

8.1 **[**The Provider shall f any and all Intellectual Property Rights that may su ed or provided by the Provider in the course of pro e Provider shall be deemed to automatically grant clusive licence of any and all such rights to the Client ccordance with the terms of this Agreement and the stated in Schedule 1, or if no such period is stated the at that licence may be revoked by notice by the Provi er this Agreement to the Provider remains unpaid foll eriod set out in sub-Clause 5.4;

8.2 In complying with Clause 8.1, the Provider hereby undertakes to exec ts and perform any such actions that may be neces s into effect and shall exclusively bear any costs asso

8.3 The Provider shall arising out of Chapter IV of the Copyright, Designs

OR

8.1 **[**Upon receipt of all eement in respect of any Retainer Period, the Provide ership of any and all Intellectual Property Rights tha ing produced or provided by the Provider in the cour es in that Retainer Period;

8.2 In complying with Clause 8.1, the Provider hereby undertakes to exec ts and perform any such actions

SAMPLE

that may be nece signments into effect and shall exclusively bear any with; and

8.3 The Provider shall arising out of Chapter IV of the Copyright, Designs

9 Confidentiality

9.1 Each Party undert ovided by sub-Clause 9.2 or as authorised in writi it shall, at all times during the continuance of this <<insert period>> years**]** after its termination:

9.1.1 keep confide rmation;

9.1.2 not disclose tion to any other party;

9.1.3 not use any n for any purpose other than as contemplate erms of this Agreement;

9.1.4 not make ar ny way or part with possession of any Confide

9.1.5 ensure that officers, employees, agents, sub-contractors which, if done by that Party, would be a breach Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any to:

9.2.1.1 any s of that Party;

9.2.1.2 any g thority or regulatory body; or

9.2.1.3 any f that Party or of any of the afore es or bodies;

to such exte for the purposes contemplated by this Agreem limited to, the provision of the Services), o n each case that Party shall first inform the in question that the Confidential Information pt where the disclosure is to any such body u or any employee or officer of any such body) ng to the other Party a written confidentialit arty in question. Such undertaking should be a in the terms of this Clause 9, to keep the Co nfidential and to use it only for the purposes for made; and

9.2.2 use any Co any purpose, or disclose it to any other person it is at the date of this Agreement, or at any tir nes, public knowledge through no fault of that use or disclosure, that Party must not disclose ntial Information that is not public knowledge;

9.3 The provisions of th e in force in accordance with their terms, notwithstand s Agreement for any reason.

10 Force Majeure

[10.1] No Party to this A med to be either in breach of its

SAMPLE

obligations due to, ure or delay in performing their obligations where s lts from any cause that is beyond the reasonable con causes include, but are not limited to: power failure, i industrial action, civil unrest, fire, flood, storms, earth , acts of war, governmental action or any other even asonable control of the Party in question.

[10.2 In the event that a t cannot perform their obligations hereunder as a re red to in Sub-Clause 10.1 for a continuous period o other Party may at its discretion terminate this Agre at the end of that period. In the event of such termi ay for all Services provided up to the date of terminat urly rate of the Fees for the hours expended on provis to that date.**]**

11. Term and Termination

11.1 This Agreement sh <<insert Commencement Date>> and shall continue f rm>> from that date, subject to the provisions of this C

11.2 Either Party shall h he written agreement and consent of the other Party ing not less than <<insert notice period>> written no me prior to the expiry of the Term specified in sub-Cl r period for which this Agreement has been extended n) to extend this Agreement for a further period of <<

11.3 Either Party may te y giving to the other not less than <<insert notice pe expire on or at any time after <<insert minimum t

11.4 **[**If pursuant to Sche Provider gives notice to the Client, the Client may, at ice Increase Date referred to in Schedule 2 paragra eement by giving written notice to the Provider referri .4, and this Agreement shall then terminate on the da Price Increase Date;**]**

11.5 Either Party may his Agreement by giving written notice to the other P

11.5.1 any sum o e other Party under any of the provisions o t paid within <<insert period>> Business Da ment;

11.5.2 the other P reach of any of the provisions of this Agreem capable of remedy, fails to remedy it within << s Days after being given written notice givin e breach and requiring it to be remedied;

11.5.3 an encumb , or where the other Party is a company, a f any of the property or assets of that other P

11.5.4 the other P arrangement with its creditors or, being a co to an administration order (within the meaning 86);

11.5.5 the other P or firm, has a bankruptcy order

SAMPLE

made again y, goes into liquidation (except for the purpose tion or re-construction and in such a manner th therefrom effectively agrees to be bound by or imposed on that other Party under this Agreem

11.5.6 anything an foregoing under the law of any jurisdiction o her Party;

11.5.7 that other Pa to cease, to carry on business; or

11.5.8 control of th red by any person or connected persons not other Party on the date of this Agreement. f this Clause 11, "control" and "connected e meanings ascribed thereto by Sections 112 of the Corporation Tax Act 2010.

11.6 For the purposes o reach shall be considered capable of remedy if the Par with the provision in question in all respects.

11.7 The rights to term ven by this Clause 11 shall not prejudice any othe er Party in respect of the breach concerned (if any) c

12 Effects of Termination

Upon the termination of this on:

12.1 any sum owing by under any of the provisions of this Agreement shall be nd payable;

12.2 all Clauses which, e ir nature, relate to the period after the expiry or termin hall remain in full force and effect;

12.3 termination shall no right to damages or other remedy which the terminati pect of the event giving rise to the termination or any or other remedy which any Party may have in respe s Agreement which existed at or before the date of t

12.4 subject as provided except in respect of any accrued rights neither Party r obligation to the other; and

12.5 each Party shall (e rred to in Clause 9) immediately cease to use, eith any Confidential Information, and shall immediately re ny documents in its possession or control which conta tial Information.

SAMPLE

13 [Data Protection

13.1 All personal infor er may use will be collected, processed, and he he provisions of Data Protection Legislation and the rights thereunder; and

13.2 For complete deta lection, processing, storage, and retention of perso not limited to, the purpose(s) for which personal dat or bases for using it, details of the Client's rights and and personal data sharing (where applicable), please s Privacy Notice [available from <<insert location>>]

14 [Data Processing

14.1 In this Clause 14, subject", "data controller", "data processor", and "pe l have the meaning defined in the Data Protection Leg

14.2 **[**All personal data Provider on behalf of the Client under this Agreeme accordance with the terms of the Data Processing A y the Parties on <<insert date>> **[**pursuant to this Ag

OR

14.2 **[**The Parties hereby oth comply with all applicable data protection requirem Protection Legislation. This Clause 14 shall not relie obligations set out in the Data Protection Legislat move or replace any of those obligations;

14.3 For the purposes of islation and for this Clause 14, the Provider is the "Dat ent is the "Data Controller";

14.4 The type(s) of p e, nature and purpose of the processing, and the ng are set out in Schedule 4;

14.5 The Data Controlle s in place all necessary consents and notices require nsfer of personal data to the Data Processor for the p Agreement;

14.6 The Data Processo y personal data processed by it in relation to its perfor ations under this Agreement:

14.6.1 Process the he written instructions of the Data Controller u r is otherwise required to process such perso a Processor shall promptly notify the Data Co g unless prohibited from doing so by law;

14.6.2 Ensure that ble technical and organisational measures (a Controller) to protect the personal data from ful processing, accidental loss, damage or ures shall be proportionate to the potential ha events, taking into account the current stat gy and the cost of implementing those meas en are set out in Schedule 4;

SAMPLE

14.6.3 Ensure that cess to the personal data (whether for processi) are contractually obliged to keep that persona

14.6.4 Not transfer e of the European Economic Area without the he Data Controller and only if the following co

14.6.4.1 /or the Data Processor has/have ards for the transfer of personal

14.6.4.2 have enforceable rights and

14.6.4.3 plies with its obligations under the on, providing an adequate level of personal data so transferred; and

14.6.4.4 complies with all reasonable ance by the Data Controller with of the personal data;

14.6.5 Assist the D ta Controller's cost, in responding to any and ubjects in ensuring its compliance with the Da with respect to security, breach notifications nd consultations with supervisory authorities but not limited to, the Information Commissio

14.6.6 Notify the undue delay of a personal data breach;

14.6.7 On the Da instruction, delete (or otherwise dispose of) ta and any and all copies thereof to the Data on of this Agreement unless it is required to l data by law; [and]

14.6.8 Maintain co cords of all processing activities and technic asures implemented necessary to demonstrat ause 14 and to allow for audits by the Data party designated by the Data Controller[.]

14.7 **[**The Data Process any of its obligations with respect to the processing o s Clause 14.**]**

OR

14.7 **[**The Data Process t any of its obligations to a sub-processor with resp f personal data under this Clause 14 without the prior ata Controller (such consent not to be unreasonably w at the Data Processor appoints a sub-processor, the

14.7.1 Enter into a n the sub-processor, which shall impose upo same obligations as are imposed upon the Da use 14 and which shall permit both the Data ta Controller to enforce those obligations;

SAMPLE

14.7.2 Ensure that lies fully with its obligations under that agreem on Legislation; and

14.8 Either Party may, at t <<insert period, e.g. 30 calendar days'>> notice, alte cing it with any applicable data processing clauses c part of an applicable certification scheme. Such term replaced by attachment to this Agreement.]

15 No Waiver

Except as provided expres o failure or delay by either Party in exercising any of its rights hall be deemed to be a waiver of that right, and no waiver breach of any provision of this Agreement shall be deeme subsequent breach of the same or any other provision.

16 Further Assurance

Each Party shall execute deeds, documents and things as may be necessary to carry eement into full force and effect.

17 Costs

Subject to any provisions ty to this Agreement shall pay its own costs of and incident eparation, execution and carrying into effect of this Agreemer

18 Set-Off

Save as may be otherwise his Agreement, neither Party shall be entitled to set-off any su payments due or sums received in respect of any claim under her agreement at any time.

19 Assignment and Sub-Cor

19.1 **[**Subject to sub-Cla is**]** Agreement is personal to the Parties. Neither P gage, charge (otherwise than by floating charge) o wise delegate any of its rights hereunder, or sub delegate any of its obligations hereunder without t e other Party, such consent not to be unreasonably wi

19.2 **[**[Subject to the pr the] **OR** [The] Provider shall be entitled to perform ndertaken by it through any other member of its grou alified and skilled sub-contractors. Any act or omissio r or sub-contractor shall, for the purposes of this A to be an act or omission of the Provider.**]**

20 Time

20.1 The Parties agree t referred to or set out in either this Agreement or any c municated by any means by either party to the other, re not agreed times or dates, and are not of the esser

20.2 The Client understa usiness has other clients to whom it provides services n the Client fair and realistic notice for the Provider to c y those Services requested by the

SAMPLE

Client from time to t

20.3 The Provider does rovide Services to the Client on an urgent or emergen when in its discretion the Provider so states in any par

21 Relationship of the Partie

Nothing in this Agreement med to constitute:

21.1 an employment rela rties; or

21.2 a partnership, joint fiduciary relationship between the Parties other than hip expressly provided for in this Agreement.

22 Non-Solicitation

22.1 Neither Party shall, ement and for a period of <<insert period>> after its te loy or contract the services of any person who is or w se engaged by the other Party at any time in relation out the express written consent of that Party**];** and

22.2 Neither Party shall, ement and for a period of <<insert period>> after its t icit or entice away from the other Party any custome h solicitation or enticement would cause damage to arty **[**without the express written consent of that Part

23 Third Party Rights

23.1 No part of this Agre nfer rights on any third parties and accordingly the Co arties) Act 1999 shall not apply to this Agreement; an

23.2 Subject to this Clau all continue and be binding on the transferee, success Party as required.

24 Notices

24.1 All notices under th writing and be deemed duly given if signed by, or on sed officer of the Party giving the notice;

24.2 Notices shall be de given:

24.2.1 when deliv rier or other messenger (including registered ess hours of the recipient; or

24.2.2 when sent, upon transmission; or

24.2.3 on the fift g mailing, if mailed by national ordinary m

In each case notice the most recent address or e-mail address notified to t

25 Entire Agreement

25.1 [Subject to the pro s] **OR** [This] Agreement contains the entire agreeme with respect to its subject matter and may not be m an instrument in writing signed by

SAMPLE

the duly authorised arties [or in accordance with Sub-Clause 2.9]; and

25.2 Each Party ackno as expressly provided in this Agreement, in enter it does not rely on any Other Term Or Provision and a Provisions are hereby excluded to the fullest extent his Clause 25, "Other Term Or Provision" means a nty, condition, undertaking, or any other term or provis statutory or otherwise.

26 Counterparts

This Agreement may be mber of counterparts and by the Parties to it on separate co n when so executed and delivered shall be an original, but a ther shall constitute one and the same instrument.

27 Severance

In the event that one or of this Agreement is found to be unlawful, invalid or otherwis hose provision(s) shall be deemed severed from the remaind The remainder of this Agreement shall be valid and enforcea

28 Dispute Resolution

28.1 The Parties shall a spute arising out of or relating to this Agreement thro en their appointed representatives who have the autho es.

28.2 **[**If negotiations un o not resolve the matter within <<insert period>> d tation to negotiate, the parties will attempt to resolve th through an agreed Alternative Dispute Resolution

28.3 **[**If the ADR proced 28.2 does not resolve the matter within <<insert peri at procedure, or if either Party will not participate in he dispute may be referred to arbitration by either

28.4 The seat of the a use 28.3 shall be England and Wales. The arbitr by the Arbitration Act 1996 and Rules for Arbitratio e Parties. In the event that the Parties are unable or(s) or the Rules for Arbitration, either Party may, u e to the other Party, apply to the President or Deput being of the Chartered Institute of Arbitrators for the trator or arbitrators and for any decision on rules th

28.5 Nothing in this Cl either Party or its affiliates from applying to a court f.

28.6 The Parties hereby and outcome of the final method of dispute resolution u l **[**not**]** be final and binding on both Parties.

29 Law and Jurisdiction

29.1 This Agreement (in ual matters and obligations arising therefrom or assoc e governed by, and construed in

SAMPLE

accordance with, th ales; and

29.2 Subject to the provi dispute, controversy, proceedings or claim between t is Agreement (including any non-contractual matters herefrom or associated therewith) shall fall within the tion of the courts of England and Wales.

IN WITNESS WHEREOF this Ag executed the day and year first before written

SIGNED by
<<Name and Title of person signin
for and on behalf of <<Provider's N

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signin
for and on behalf of <<Client's Nar

In the presence of
<<Name & Address of Witness>>

Specification of Services

<<Insert a detailed specification o ided by the Provider to the Client under this Agreement>>

[State period of time for the purpos Clause 8.1]

Fees and Payment

A. Retainer Fee
The Retainer Fee[1] for each , a month, 3 months, 6 months, 12 months >> (referred to in "Retainer Period") will be £<insert figure>> plus VAT to secu d with Services up to the Retainer Period Limit during that Re

B. Fees
The rate of Fees shall be s VAT per working <e.g. hour>> (excluding breaks or other e purposes of this Agreement, the Retainer Period Limit for e ll be £<insert the amount which is the maximum number of ho rly rate for a Retainer Period >>.

[1] The amount of the retainer fee will be whate priate as consideration for the Client to pay for the right to be provided with Services up to comprising the Retainer Period Limit (i.e. the Provider will be *obliged* to carry out all work ord aximum).
[2] The work carried out is charged by the hour a fully remunerates the Provider. It might be the same, or more or less than, the Provider's stan

SAMPLE

C. The Retainer Fee for the [illegible] all be due and payable upon the issue of an invoice for it a[illegible] ue an invoice for it on or after the date of this Agreement.

D. The Retainer Fee for any s[illegible] od shall be due and payable upon the issue of an invoice for [illegible] issue an invoice for it on or up to <<insert number>> <<e.g[illegible] the beginning of that particular Retainer Period.

E. **[**The Provider may at any t[illegible] the Client notifying the Client that with effect from a date sta[illegible] ase Date") being a date later than <<insert number>> [month[illegible] mencement Date, either/both the Retainer Fee or the rate of [illegible] he Provider's notice must be given at least <<insert number>[illegible] before the Price Increase Date. The increase will take effe[illegible] se Date if this Agreement has not terminated on or before tha[illegible]

[*I*[illegible]*m***]**

1. Data Processing

Scope
<<Insert description of the scope o[illegible] rried out>>.

Nature
<<Insert description of the nature o[illegible] arried out>>.

Purpose
<<Insert description of the purpose[illegible] sing is to be carried out>>.

Duration
<<Insert details of the duration of t[illegible]

2. Types of Personal Data
<<List the types of personal data t[illegible]

3. Categories of Data Subject
<<List the categories of data subje[illegible]

4. Organisational and Technical [illegible] res
<<Describe the organisational an[illegible] be implemented as referenced in 14.6.2>>.

SAMPLE