# AGREEMENT IT SERVICES

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# THIS AGREEMENT is made the BETWEEN:

- (1) <<Name of Service Provide under number <<Company [of] <<insert Address>> ("tl
- (2) << Name of Sub-Contractor

### WHEREAS:

- (A) The Service Provider prov qualifications and experier provide such IT support s "Main Contract") which is a
- (B) The Sub-Contractor has re the field of IT support se Provider as a sub-contractor under the Main Contract.
- (C) In reliance upon such ski
  Provider wishes to engag
  support services to the C
  Contract as described here
- (D) The Sub-Contractor wishes support services to the Cli subject to, and in accordan

### IT IS AGREED as follows:

### 1. Definitions and Interpreta

1.1 In this Agreement expressions have th

"Business Day"

"Client"

"Commencement Date"

"Confidential Informatio

ed in <<Country of Registration>> whose registered office is at] OR

- ("the Sub-Contractor")

has reasonable skill, knowledge, s been engaged by the Client to ment dated <<insert date>> (the tas Schedule 1.

e, qualifications and experience in ffer their services to the Service rovider in relation to its obligations

ons and experience, the Service provide certain parts of the IT a sub-contractor under the Main

gement and shall provide the IT vice Provider as described herein anditions of this Agreement.

therwise requires, the following

her than Saturday or Sunday) on ks are open for their full range of <<insert location>>;

Provider's client under the Main name of Client>> [a company ent country of registration>> under y registration number>> whose at] OR [of] <<insert address>>;

which this Agreement is made as this Agreement;

o either Party, information which Party by the other Party pursuant with this Agreement (whether r any other medium, and whether on is expressly stated to be ted as such);



### "Data Protection Legislation"

["Equipment"

["Intellectual Property Rights"

["Software"

"Sub-Contractor's Fees'

"Sub-Contracted Service

"Support Services"

"Worker"

- 1.2 Unless the context

  - 1.2.2 provision as

e legislation in force from time to lingdom applicable to data cy including, but not limited to, retained EU law version of the ction Regulation ((EU) 2016/679). ne law of England and Wales, hern Ireland by virtue of section 3 ion (Withdrawal) Act 2018); the 2018 (and regulations made e Privacy and Electronic egulations 2003 as amended:

IT equipment in relation to which is to provide any or all of the Subs, as detailed in Schedule 3;1

intellectual property rights, limited to, patents, rights to ht and related rights, rights in database rights, topography rights in confidential information w and trade secrets) in each case or unregistered, and including all d renewals or extensions of, such

er software operating on the on to which the Sub-Contractor is of the Sub-Contracted Services, dule 4:1

able by the Service Provider to in consideration of the Subs. as fully described in Schedule

f the Support Services to be b-Contractor;

ervices to be provided by the the Client under the Main he Sub-Contracted Services form

either self-employed or employed tor, with suitable skill, knowledge b is nominated and engaged by to carry out any or all of the Subs on the Sub-Contractor's behalf.

reference in this Agreement to:

ion, includes a reference to any transmission;

is a reference to that statute or at the relevant time:



- 1.2.1 "writing", an communicat
- a statute or

- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

### 2. Commencement Date

- Subject to sub-Cla Commencement Da
- 2.2 In the event that Commencement Dathe date on which the Provider that the Material Provider that th
- 2.3 The Service Provid when the Main Cor Commencement Da

### 3. Engagement of the Sub-0

- 3.1 The Service Provide Contracted Services conditions of this Ag
- 3.2 The appointment of exclusive, that is to or other person end providers and clien Contracted Service contractor or emploisimilar to the Sub-Coservices by the Sub-contractor or end the Sub-Contractor correctly on a timely
- 3.3 The Sub-Contractor substitute for itself approvide the Sub-Contractor providing the Sub-him/herself providing has the requisite Contractor shall us Provider beforehan but whether or not Sub-Contractor shall in a Contractor shall in a

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

ement;

ce to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.

nt shall come into effect on the

s not come into effect by the come into effect only on and from res written notice from the Service to effect.

Contractor immediately in writing fit is not already in effect on the

ub-Contractor to provide the Subin accordance with the terms and

er this Agreement is mutually non-Sub-Contractor, and any Worker actor can provide to other service e same as or similar to the Subrider can engage any other subervices which are the same as or vided that provision of such other or the engagement of any other Provider does not adversely affect Sub-Contracted Services fully and

discretion, at its own expense, and on one or more occasions) to may engage any Worker(s) in addition to the Sub-Contractor ervices], provided that the Worker dge and experience. The Suburs to consult with the Service tution [or addition(s)] in any case consult the Service Provider, the titute a Worker for itself. The Subable endeavours to] provide such

a substitute [and/ole Contracted Service due to illness, inca only be entitled to reby the Sub-Contracture to lack of requisions.

- 3.4 It is understood and direction of the Sub the Sub-Contractor all times exclusively control. The Service Sub-Contractor or a shall the Service Pr
- 3.5 Subject to the exp
  Contract, the Sub-Contract, the Sub-Contract
  and entitled to org
  Services are perfor
  that due account is
  of the Sub-Contract
  any other sub-contr
- 3.6 The Sub-Contractor and any Worker(s), part of the Sub-Contractor reasonable care at committed by any Vocammitted by the S
- The Sub-Contractory work
- 3.8 The Sub-Contractor the performance of the Sub-Contractor Contractor under the does not create any the Sub-Contractor services. No continimplied.

### 4. Status of the Sub-Contra

- 4.1 The Sub-Contractor contractor engaged status of a self-emp all taxes and cont national insurance, to the Sub-Contract
- 4.2 The Sub-Contractor respect of any claim Service Provider in interest and penaltic Service Provider un
- 4.3 The Sub-Contracto applicable, Value A

where the provision of the Suban <<insert period>> by absence, eason. The Service Provider shall Worker (whether or not consulted opinion the Worker is not suitable edge or experience.

er acts on behalf of and under the activities and working methods of substituted [or added] by it are at o determine, supervise, direct and to supervise, direct or control the the Sub-Contracted Services, nor to so.

e Client as detailed in the Main sively responsible for organising, n what order the Sub-Contracted h the Service Provider to ensure hts and the impact of the provision tivities of the Service Provider and ervice Provider.

uality of the work undertaken by it ny Worker(s) performing all or any so competently and with all tions or breaches undertaken or or breaches were undertaken or

e for the rectification of any

any services available except for s Agreement. The engagement of of the appointment by the Subout the Sub-Contracted Services he part of the Service Provider or further contract, appointment or n them shall hereby be created or

Provider is that of an independent the Sub-Contractor shall have the Contractor shall be responsible for not limited to, income tax and ect of all amounts paid or payable this Agreement.

demnify the Service Provider in he relevant authorities against the tes and/or contributions, including ontracted Services provided to the

or all of its expenses and, where

### 5. Sub-Contractor's Obligat

- 5.1 The Sub-Contractor
  Contracted Service
  Schedule 2.
- 5.2 The Sub-Contractor provided by it and a
- 5.3 The Sub-Contractor agreed between the time in accordance Client are met. Time
- 5.4 The Sub-Contracto that any Worker e instructions given to instructions are con set out in Schedule
- 5.5 The Sub-Contractor
  Worker(s) comply(
  codes of conduct ar
  of the Sub-Contract
- 5.6 [The Sub-Contractor ensure that any Vagreements which to interact with in the
- 5.7 [The Sub-Contractor guarantee and free in any products or ror in connection with including computer]
- 5.8 [The Sub-Contractor reasonable changes result of a request to Services, subject to reasonable changes proper account of s

### 6. Service Provider's Obliga

- 6.1 The Service Prov appropriate:
  - 6.1.1 Allow the S
    [Equipment]
    Contractor in
  - 6.1.2 Provide ade and any Wo and employe Sub-Contract
  - 6.1.3 Co-operate reasonable ([Equipment]
- 6.2 The Service Provid

ndeavours to ensure that the Subterial respects in accordance with

le Sub-Contracted Services are le skill and care.

deavours to ensure that deadlines ne Service Provider from time to een the Service Provider and the ence of this Agreement.

endeavours to act, and to ensure accordance with all reasonable he Service Provider provided such of the Sub-Contracted Services as

mplying, and for ensuring that any regulations, byelaws, standards, able to or relevant to the provision

endeavours to comply with, and to n, any and all end user licence nat the Sub-Contractor is required Sub-Contracted Services.]

le Service Provider with full title s, any Intellectual Property Rights le Sub-Contractor in the course of Contracted Services in any media, s, reports and specifications.

endeavours to accommodate any Services that may be required as a ce Provider to change the Support the Service Provider agreeing any Fees that are appropriate to take

nsure that the Client shall, as

Workers access to the relevant easonably required by the Subthe Sub-Contracted Services;

d facilities for the Sub-Contractor ents, sub-contractors, consultants or) as reasonably required by the

tor upon the Sub-Contractor's of any defect or malfunction in the

Client allows the Sub-Contractor



and any Workers reasonably necess Contracted Services

- 6.3 The Service Provide Sub-Contractor to Contracted Services
  - 6.3.1 [any and all
  - 6.3.2 [any and all
  - 6.3.3 [original Soft
  - 6.3.4 [current data
  - 6.3.5 [<<insert add
- 6.4 The Service Provide use reasonable en Contractor that is a Contracted Service accuracy and comp
- 6.5 The Service Provide time to time, issue the Sub-Contracted the scope of the Su
- 6.6 If the Sub-Contract consent or any othe order to continue puthe Service Provide to provide the same
- 6.7 The Service Provi reasonable endeav rules and regulation

### 7. Provision of Equipment

- [7.1 The Service Provid equipment:
  - <<insert equipment
  - <<insert equipment
  - <<add further equip

### AND/OR

- [7.2 The Sub-Contractor which shall include
  - <<insert equipment
  - <<insert equipment
  - <<add further equip

### 8. Insurance

8.1 The Service Provid provided by it to th indemnity of £<<in:

ipment][and][or][Software] that is -Contractor to provide the Sub-

lient makes freely available to the for the provision of the Sub-

d with the Software;]

d with the Equipment;]

>>

lat the Client shall, as appropriate, pertinent information to the Subcontractor's provision of the Subnable endeavours to ensure the tion.

gh the Service Provider may, from the Sub-Contractor in relation to tructions must be compatible with set out in Schedule 2.

requests the decision, approval, communication from the Client in ted Services (or any part thereof), lient uses reasonable endeavours ely manner.

ensure that the Client uses all Contractor of all health and safety s premises.

for the provision of the following

the provision of its own equipment

n relation to the Support Services nsurance with a minimum limit of occurrence. The Sub-Contractor must have in place (with like terms a occurrence) which d

[8.2 The Service Provid provided by them minimum limit of ind insurance shall cov and/or cover note have in place, in re like terms and the which covers the Si

### 9. **Fees and Payment**

- 9.1 In consideration of pay the Sub-Contr Schedule 5 and this
- 9.2 The Sub-Contractor Fees due in accorda
- 9.3 The Service Provid period>> of receipt
- 9.4 All payments to be be made in <<inser <<insert location>> writing.
- Where any paymer 9.5 Business Day, it ma
- 9.6 Without prejudice to Service Provider fai in sub-Clause 9.3. at the rate of <<inse of <<insert name of daily basis from the Sub-Contractor of Service Provider sh
- 9.7 [All sums due unde counterclaim, dedu is to be deducted or

### OR

The Service Provid Contractor any sur (where relevant).1

- The Service Provide 9.8 the Sub-Contracted
- 9.9 [Except as set out incurred by the Su shall not be reimbu such non-reimbursa Contractor's Fees.

Contracted Services, a like policy limit of indemnity for any one

h relation to the Support Services bnal indemnity insurance with a >> for any one occurrence. [Such the extent evidenced in the policy OR [The Sub-Contractor must acted Services, a like policy (with hdemnity for any one occurrence)

rvices, the Service Provider shall b-Contractor in accordance with

Provider for the Sub-Contractor's of Schedule 5.

tractor's Fees due within <<insert m the Sub-Contractor.

ovider under this Agreement shall in cleared funds, to such bank in hav from time to time nominate in

falls due on a day that is not a llowing Business Day.

any other rights open to it, if the ctor within the time period set out I pay interest on the overdue sum nnum above the base lending rate e. Such interest shall accrue on a ntil payment is made in full to the er before or after judgment. The gether with the overdue sum.

be paid in full without any set-off, pt such amount (if any) of tax that

off against sums due to the Sub-Provider from the Sub-Contractor

yment to any Worker in respect of

pocket and any other expenses out the Sub-Contracted Services able from the Service Provider. All eemed to be covered by the Sub-

### 10. Indemnity

- 10.1 The Sub-Contracto claims, demands, or Provider which are breach of this Agree
- 10.2 The Service Provide as possible after it to Provider and the Cl Clause 10.1 applies
- 10.3 The Sub-Contractor in full for any dispur may be involved in Provider gives writt Clause 10.2, where authority and response

### 11. Liability

- 11.1 This Clause 11 sets each other for any statement, or tortion and breach of statement.
- 11.2 Subject to sub-Clau
  in contract, tort (induty however arisin
  of profit, loss of rev
  opportunity, loss of
  time, failure to a
  Agreement, loss of
  any computer or o
  indirect or conseque
  Party that arises our
- 11.3 Nothing in this Clau
  - 11.3.1 limit the liat misrepresen personal inju
  - 11.3.2 exclude or li the indemnit
- 11.4 Subject to Clause connection with this or breach of statute be limited to £<<ins the entire term of th

### 12. Confidentiality

- 12.1 Each Party underta authorised in writing this Agreement and
  - 12.1.1 keep confide

ervice Provider against all losses, urred or suffered by the Service my negligent act or omission of or ctor.

contractor notice in writing as soon spute arising between the Service Contracted Services to which sub-

Dispute and shall control and pay tion in which the Service Provider ispute, provided that the Service ontractor as required under subor shall be deemed to have sole ettle such Dispute.

e financial liability of the Parties to nent and for any representation, ling, but not limited to, negligence t of or in connection with this

hall be liable to the other, whether titution, or for breach of statutory negligent or innocent) for any loss loss of goodwill, loss of business iness interruption or management pected to be derived from this or corruption of data recorded on special, commercial, economic, nat may be suffered by the other this Agreement.

visions of this Agreement shall:

the other for fraud or fraudulent wilful misconduct, or for death or

-Contractor under or in respect of

f either Party arising out of or in contract, tort (including negligence representation or otherwise) shall acts or omission occurring during

ovided by sub-Clause 12.2 or as nall, at all times during the term of ears] after its termination:

rmation;

12.1.2 not disclose

12.1.3 not use any contemplate

12.1.4 not make ar any Confide

12.1.5 ensure that contractors of be a breach

12.2 Either Party may:

12.2.1 disclose any

12.2.1.1 any

12.2.1.2 any or

12.2.1.3 any afore

12.2.1.4 the (

to such exter this Agreem Services), or inform the Information such body usuch body usuch body confidentiality should be a keep the Copurposes for

12.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.

12.3 The provisions of t their terms, notwiths

### 13. Non-Solicitation

- 13.1 Neither Party shall the term of this Aq termination or expir was employed or of to this Agreement.
- 13.2 Neither Party shall the term of this Aqtermination or expir or client where any business of that oth

tion to any other party;

n for any purpose other than as erms of this Agreement;

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 12.1.1 to 12.1.4 above.

to:

r of that Party;

other authority or regulatory body;

f that Party or of any of the es or bodies:

for the purposes contemplated by limited to, the provision of the n each case that Party shall first in question that the Confidential pt where the disclosure is to any 2 or any employee or officer of any ng to the other Party a written arty in question. Such undertaking n the terms of this Clause 12, to nfidential and to use it only for the nade; and

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no use or disclosure, that Party must tial Information which is not public

tinue in force in accordance with of this Agreement for any reason.

ten consent of the other Party] for iod of <<insert period>> after its services of any person who is or other Party at any time in relation

ten consent of the other Party] for od of <<insert period>> after its rom the other Party any customer ement would cause damage to the

### 14. Force Majeure

- 14.1 Neither Party to the performing its oblig that is beyond the Force Majeure cau service provider or fire, flood, storms, governmental action that is beyond the c
- 14.2 [In the event that a hereunder as a resperiod>>, the other written notice at the Parties shall agree correctly or comple Such payment shaentered into in repayment that the S respect of the work

### 15. Term and Termination

- 15.1 This term of this Ag the Parties have of subject to the provis
- 15.2 If the Main Contra thereupon automat required by the Par of Clause 16.
- 15.3 [Either Party may te <<insert notice peri <<insert minimum to
- 15.4 Either Party may notice to the other R
  - 15.4.1 any sum ow provisions of Business Da
  - 15.4.2 that other P this Agreem it within <<i notice giving remedied;
  - 15.4.3 an encumbr company, a that other Pa
  - 15.4.4 that other Pa being a com the meaning
  - 15.4.5 that other P made agains the purposes

liable for any failure or delay in e or delay results from any cause at Party ("Force Majeure"). Such limited to: power failure, internet ure, industrial action, civil unrest, c, acts of terrorism, acts of war, r dissimilar event or circumstance stion.

ent cannot perform its obligations r a continuous period of <<insert tion terminate this Agreement by the event of such termination, the le payment for all work carried out tor up to the date of termination. y prior contractual commitments nce of this Agreement and the should receive from the Client in ompleted by the Sub-Contractor.]

om the Commencement Date until bligations under this Agreement,

hy reason, this Agreement shall without any further action being reement, subject to the provisions

by giving to the other not less than , to expire on or at any time after

nt immediately by giving written

that other Party under any of the pt paid within <<insert period>> yment;

breach of any of the provisions of capable of remedy, fails to remedy s Days after being given written breach and requiring it to be

, or where that other Party is a f any of the property or assets of

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

 a manner the bound by or this Agreeme

- 15.4.6 anything an jurisdiction of
- 15.4.7 that other Pa
- 15.4.8 control of the persons not Agreement. "connected Sections 112
- 15.5 For the purposes of of remedy if the Par respects.
- 15.6 The rights to term prejudice any other concerned (if any) of the concerned (if any) of the

### 16. Effects of Termination

Upon the termination of this

- 16.1 any sum owing by each of the Agreement shall be
- 16.2 all Clauses which, entry or terminate
- 16.3 termination shall no which the terminatir termination or any may have in respendent to the date of the date o
- 16.4 subject as provided rights neither Party
- 16.5 each Party shall (e cease to use, eithe shall immediately re control which contains

### 17. Data Protection

- 17.1 All personal data the held in accordance the rights of the oth Data Protection Led
- 17.2 For complete deta retention of personal personal data is use of the other Party a them, and personal respective Privacy I <<insert location>> location>>].

therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any ther Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this this Clause 15, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

each shall be considered capable with the provision in question in all

ven by this Clause 15 shall not er Party in respect of the breach

on:

under any of the provisions of this nd payable;

ir nature, relate to the period after hall remain in full force and effect;

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party Agreement which existed at or

except in respect of any accrued robligation to the other; and

red to in Clause 12) immediately any Confidential Information, and ny documents in its possession or itial Information.

will be collected, processed, and e Data Protection Legislation and r(s) or other third party under the

ection, processing, storage, and imited to, the purpose(s) for which es for using it, details of the rights er third party and how to exercise applicable), please refer to the ailable from the Sub-Contractor at he Service Provider at <<insert

### 18. [Data Processing

- 18.1 In this Clause 18 ar controller", "data p meaning defined in and "Data Controll "controller" respecti
- 18.2 [All personal data to subject to this Agre a Data Processing personal data is pro

### OR

- 18.2 [Both Parties shall out in the Data Proprovisions of this A out in the Data Prothose obligations.
- 18.3 For the purposes of this Agreement, the and the [Sub-Contra
- 18.4 The type(s) of performing processing, and the to this Agreement.
- 18.5 The Data Controlle and notices require Processor for the pu
- 18.6 The Data Processo relation to its perfor
  - 18.6.1 Process the Controller un such person the Data Co by law;
  - 18.6.2 Ensure that measures (a data from damage or potential ha current state those measures Data Contro
  - 18.6.3 Ensure that for processir that persona
  - 18.6.4 Not transfer written conscious conditions a

18.6.4.1 The provi

ersonal data", "data subject", "data al data breach" shall have the R, and the terms "Data Processor" e meanings as "processor" and

Party on behalf of the other Party d in accordance with the terms of he Parties shall enter before any

e data protection requirements set her this Clause 18 nor any other either Party of any obligations set shall not remove or replace any of

islation and for this Clause 18 and e Provider] is the "Data Controller" the "Data Processor".

e, nature and purpose of the ing shall be set out in Schedule 7

s in place all necessary consents nsfer of personal data to the Data edule 7 to this Agreement.

y personal data processed by it in ations under this Agreement:

he written instructions of the Data r is otherwise required to process a Processor shall promptly notify g unless prohibited from doing so

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the sor and set out in Schedule 7 to

ess to the personal data (whether ) are contractually obliged to keep

side of the UK without the prior roller and only if the following

the Data Processor has/have for the transfer of personal data;

18.6.4.2 Affed legal

18.6.4.3 The Data prote

18.6.4.4 The given proce

18.6.5 Assist the D to any and compliance security, bre with supervite Informati

18.6.6 Notify the Durach;

18.6.7 On the Da dispose of) of the Data C required to r

18.6.8 Maintain cor technical ar demonstrate the Data Cor

18.7 [The Data Processor to the processing of

### **OR**

18.7 [The Data Process processor with resp 18 without the prior be unreasonably w sub-processor, the

18.7.1 Enter into a impose upon upon the Da the Data obligations;

18.7.2 Ensure that that agreement

18.8 Either Party may, at days'>> notice, al replacing them with that form part of a when replaced by a

### 19. No Waiver

No failure or delay by eithe law or under this Agreeme and no waiver by either Pa enforceable rights and effective

es with its obligations under the providing an adequate level of onal data so transferred; and

s with all reasonable instructions ta Controller with respect to the

ta Controller's cost, in responding a subjects and in ensuring its ion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e);

undue delay of a personal data

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to ause 18 and to allow for audits by designated by the Data Controller.

any of its obligations with respect Clause 18.]

t any of its obligations to a subpersonal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

h the sub-processor, which shall same obligations as are imposed ise 18 and which shall permit both ta Controller to enforce those

lies fully with its obligations under on Legislation.]

t <<insert period, e.g. 30 calendar provisions of this Agreement, ocessing clauses or similar terms scheme. Such terms shall apply ent.]

its rights or remedies provided by a waiver of that right or remedy, ovision of this Agreement shall be deemed to be a waiver of a

### 20. Further Assurance

Each Party shall execute may be necessary to carry

### 21. Costs

Subject to any provisions own costs of and incident into effect of this Agreemer

### 22. Assignment and Sub-Cor

- 22.1 [Subject to sub-Cla Neither Party may charge) or sub-lice sub-contract or othe written consent of withheld.
- 22.2 [Subject to Clause any of the obligation qualified and skille purposes of this Ag Contractor.

### 23. Time

The Parties agree that all the essence of this Agreem

### OR

[The Parties agree that the guidance only and are not mutual agreement between

### 24. Relationship of the Partie

Nothing in this Agreement partnership, joint venture, Parties, or any employm Provider, or any other fide expressly provided for in the

### 25. Third Party Rights

- 25.1 No one other than a assignees, shall have Contracts (Rights of
- 25.2 Subject to this Clau transferee, success

### 26. Notices

- 26.1 All notices under th if signed by the Pa officer of that Party.
- 26.2 Notices shall be de Party:

the same or any other provision.

deeds, documents and things as reement into full force and effect.

ty to this Agreement shall pay its eparation, execution and carrying

eement is personal to the Parties. arge (otherwise than by floating te any of its rights hereunder, or obligations hereunder without the consent not to be unreasonably

ractor shall be entitled to perform gh any Worker(s) who are suitably of such Worker(s) shall, for the be an act or omission of the Sub-

d to in this Agreement shall be of

rred to in this Agreement are for Agreement and may be varied by

ned to constitute or give rise to a yment relationships between the n any Worker and the Service than the contractual relationship

it, their transferees, successors or ny of its terms and accordingly the shall not apply to this Agreement.

all continue and be binding on the er Party as required.

writing and be deemed duly given on its behalf by a duly authorised

lly given by a Party to the other

26.2.1 when delive registered m

26.2.2 when sent, it

26.2.3 on the fifth ordinary first

In each case notices shall to notified by that other Party.

### 27. Entire Agreement

27.1 [Subject to Clause between the Partie prior agreement be agreements are acknowledge they hagreement.

- 27.2 This Agreement ma by the Parties or t deemed to be a du purpose unless the in a notice to the Se
- 27.3 Each Party acknow on any statement, expressly provided terms implied by s permitted by law.

### 28. Counterparts

This Agreement may be Parties to it on separate coshall be an original, but a same instrument.

### 29. Severance

If one or more of the provi otherwise unenforceable, t remainder of this Agreem enforceable.

### 30. Dispute Resolution

- 30.1 The Parties shall at Agreement through have the authority to
- 30.2 [If negotiations un <<insert period>> c attempt to resolve Dispute Resolution
- 30.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 30.4 The seat of the arbi

ier or other messenger (including

ld a return receipt is generated; or g mailing, if mailed by national baid.

t recent address or e-mail address

ent contains the entire agreement bject matter and supersedes any ner written or oral and such prior date hereof and both Parties e other in respect of any previous

by an instrument in writing signed resentatives. No Worker shall be tive of the Sub-Contractor for this y authorises that Worker in writing this Sub-Clause 27.2.

ito this Agreement, it does not rely ty or other provision except as all conditions, warranties or other are excluded to the fullest extent

nber of counterparts and by the when so executed and delivered ther shall constitute one and the

is found to be unlawful, invalid or shall be deemed severed from the his Agreement shall be valid and

ute arising out of or relating to this eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will the through an agreed Alternative

30.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

30.3 shall be England and Wales.



The arbitration sha Arbitration as agree unable to agree on may, upon giving w Deputy President for the appointment of that may be require

- 30.5 Nothing in this Cla applying to a court f
- 30.6 The Parties hereby dispute resolution u Parties.

### 31. Law and Jurisdiction

- 31.1 This Agreement (in therefrom or associaccordance with, the
- 31.2 Subject to the provi or claim between t contractual matters shall fall within the England and Wales

SIGNED [for and on behalf of the second content of the second cont

[Authorised] Signature

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

SIGNED by <<Full name of Sub-C (the Sub-Contractor)

Signature

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

rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for ors and for any decision on rules

either Party or its affiliates from

ind outcome of the final method of [not] be final and binding on both

ual matters and obligations arising governed by, and construed in ales.

dispute, controversy, proceedings is Agreement (including any nonherefrom or associated therewith) sive] jurisdiction of the courts of

ning for the Service Provider>>

### **The Main Contract**

<< Attach a complete copy of the N

### **The Sub-Contracted Services**

<<Insert a detailed specification o Contractor>>

rvices to be provided by the Sub-

# [Equipment

<< Insert details of the Client's (rele

## [Software

<< Insert details of the Client's (rele

### **Sub-Contractor's Fees**

<< Insert full details of fees and par

### [Expenses

<<li>any expenses of the Sub-Coinsert here details of the types, are how such expenses should be approximately approximately and the sub-Coinsert here.

oursable by the Service Provider, of what will be reimbursable, and [>>]



# Insurance

<<Insert evidence of insurance ref

S

.2>>]

Pursuant to Clause 18.4, the fol nature and purpose of the process

<<Insert full details>>]

[Pursuant to Clause 18.6.2, the agreed:

<<Insert full details>>]]

e(s) of personal data, the scope, he processing:

cal and organisational measures

