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<b>“Client Equipment”</b>	means any and all equipment including computer hardware, systems, <<insert relevant examples>> provided or otherwise made available by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;
<b>“Client Materials”</b>	means any and all information, documents, and other materials provided or otherwise made available by the Client to the Service Provider in relation to the provision of the Services including, but not limited to, such materials set out in Schedule 1;
<b>“Client’s Premises”</b>	means the Client’s premises at <<insert address>>;
<b>“Client’s Representative”</b>	means the individual identified in Clause 6 (Client’s Representative), who shall represent the Client and have the authority to legally bind the Client in respect of all aspects of the Services;
<b>“Commencement Date”</b>	means the date on which this Agreement shall enter into effect, as set out in Clause 2 (Commencement Date);
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or treated as such);
<b>[“Data Protection Legislation”]</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the Data Protection Act 2018 (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;]
<b>“Fees”</b>	means the sums payable by the Client to the Service Provider in consideration of the Services, as set out in Clause 8 (Fees and Payment) and Schedule 2;

**“Intellectual Rights”**

**[“Key Personnel”**

**“Mandatory”**

**“Services”**

**[“Service Provider Equipment”**

**“Service Provider Representative”**

**“Term”**

1.2

Any reference to any document

1.3

Unless otherwise referred to in this Agreement, any reference to time

1.4

Unless otherwise included or provided for in this Agreement, any reference to time

1.5

A reference to the Service Provider

# SAMPLE

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

the Service Provider’s personnel identified in sub-Clause 4.2 and appointed pursuant to sub-Clause 4.3 (the Service Provider’s Representative and Personnel);]

the Client’s [(<<insert brief summary>>)] policies and procedures set out in Schedule 3;

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

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

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

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

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

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

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

“Agreement” is a reference to this Agreement and each of the Schedules thereto as amended or supplemented at the relevant time.

- 1.6 A reference to a schedule to this Agreement and all schedules shall be construed as if set out in the main body thereof.
- 1.7 A reference to a Clause, or Paragraph is a reference to a clause or sub-clause (other than the Schedules) or a paragraph of the relevant document.
- 1.8 A reference to "Parties" refer to the parties to this Agreement.
- 1.9 A reference to an agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.
- 1.10 Any obligation on a party not to do a particular thing includes an obligation to do the thing to be done.
- 1.11 The headings to this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.
- 1.12 Words in the singular number shall include the plural and vice versa.
- 1.13 References to gender shall include any other gender.
- 1.14 References to persons shall include natural persons, corporate, or unincorporated entities, whether or not the same have a separate legal personality.
- 1.15 References to entities shall include companies, corporations, or other legal entities, wherever incorporated or established.

## 2. Commencement

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

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

- 3.1 Within the Term of this Agreement, the Service Provider shall, throughout the Term, provide the Services to the Client in accordance with the terms of this Agreement.
- 3.2 The Service Provider shall ensure that the Services conform at all times with the specifications set out in Schedule 1.
- 3.3 The Service Provider shall provide the Services with reasonable skill and care, and in accordance with the highest standards and best practice in the <<insert profession>> [industry] OR [trade] OR [profession]
- 3.4 The Service Provider shall act in accordance with all reasonable instructions given by the Client and shall cooperate with the Client with respect to the provision of the Services.
- 3.5 [In the event that any permits or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Service Provider shall obtain the same before the provision of the Services is due to begin (as set out in Schedule 1). The Service Provider shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment]

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

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

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

#### 4. Service Provider and Personnel

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

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

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

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

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

5. **Client's Obligations**

5.1 The Client shall

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

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

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

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

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

6. **Client's Representation and Warranty**

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

The Client shall ensure that the person named in the Change Order (Change Order) has the authority to legally bind the Client in respect of a Change Order (Change Order) [(including, but not limited to, the signing of the Change Order)].

7. **[Change Order]**

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

8. **Fees and Payment**

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



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that Party.

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a)

y the Service Provider in writing as soon as  
nd practicable;

b)

e deemed to be in breach of this Agreement for  
ted sums while such a dispute is ongoing;

c)

y sum which is not in dispute by the due date for

d)

n of the dispute, the Client shall pay the sum  
arties including any interest charged on that sum  
er, as calculated in accordance with sub-Clause  
ue date for payment);

e)

ervice Provider is required to refund any sums to  
hall be added to such sums, as calculated in  
Clause 8.7; and

f)

n of the dispute, in the event that either Party is  
balancing payment, that Party shall make such  
ert period>> and, in the event that the Service  
issue a credit note, it shall issue the same within

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whether before or after judgment.

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pursuant to this Agreement, allow the other Party  
al advisers] to take copies of such records and

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- 9.4 within its own accounting system, at the end of each <<insert interval>>, obtain at its own expense from the other Party an auditor's certificate as to the accuracy of its accounting records for that Party pursuant to this Agreement during the Term of this Agreement.
10. **Intellectual Property**
- 10.1 The Client (and its licensors) shall retain ownership of the Intellectual Property rights subsisting in any and all Client Materials.
- 10.2 The Service Provider shall grant to the Client a non-exclusive, fully paid-up, non-transferable, ~~non-assignable~~ ~~non-sublicensable~~ licence to use, copy, reproduce, modify, and distribute the Client Materials for the Term of this Agreement only to the extent necessary for and only for the purposes of the provision of the Service, in accordance with the Client's written authorisation.
11. **Confidentiality**
- 11.1 Each Party shall keep confidential and shall not disclose to any third party, except as provided by sub-Clause 11.2 or as authorised in writing by the other Party (such authorisation not to be unrevocable), all Confidential Information, at all times during the Term of this Agreement and for a period of five (5) years after its termination or expiry:
- a) Confidential Information;
  - b) Confidential Information to any other party;
  - c) Confidential Information for any purpose other than as contemplated by this Agreement; and
  - d) Confidential Information (including but not limited to) none of its employees, directors, officers, or advisors does any act which, if done by that Party, would constitute a breach of the provisions of this Clause 11.
- 11.2 Subject to the provisions of this Clause 11, either Party may disclose any Confidential Information to its employees, subcontractors, agents, consultants, subcontractors, substitutes, or suppliers;
- a) to its employees, subcontractors, agents, consultants, subcontractors, substitutes, or suppliers;
  - b) to any other authority or regulatory body; [or]
  - c) to any other third parties if required>>; or]
  - d) to any other third party or of any of the aforementioned bodies.
- 11.3 Disclosure of Confidential Information under sub-Clause 11.2 may be made only to the extent that it is necessary for the purposes contemplated by this Agreement, or as required by applicable law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body referred to in sub-Clause 11.2(b) or is an authorised employee or officer of the receiving Party, the disclosing Party must submit to the other Party a written undertaking that the Confidential Information is confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Neither Party shall use Confidential Information for any purpose, or disclose it to any third party, if the Confidential Information is or becomes public knowledge to the other Party or that Party.

- 11.5 When the Party not using Confidential Information under sub-Clause 11.4, the Confidential Information must ensure that it does not disclose that Confidential Information which is not public knowledge.
- 11.6 The terms of Clause 11 shall continue in force in accordance with the termination or expiry of this Agreement for any reason.
12. **Law and Policy**
- 12.1 The Party shall comply at all times and at its own expense when performing its obligations under this Agreement:
- a) Applicable Laws;
  - b) Mandatory Policies; and
  - c) Applicable health and safety rules and regulations and any other policies in place at the Client's Premises and any other location where the Service Provider has access that is or are agreed to be or as otherwise reasonably required from time to time [to be provided by the Service Provider].
- 12.2 Each Party shall notify the other Party as soon as reasonably possible and keep the other Party aware of any changes to the Applicable Laws.
- 12.3 The Service Provider shall provide <<insert period>> written notice to the Client of any changes to the Mandatory Policies.
- 12.4 [In the event of a conflict between the Applicable Laws or Mandatory Policies and the Service Provider's policies, Clause 7 (Change Orders) shall apply, and the Service Provider shall submit the required Change Order to the Client as set out in Clause 7.]
13. **Data Protection**
- The Service Provider shall protect the Client's personal data as set out in the Service Provider's privacy policy, e.g., Privacy Notice>> [attached as <<insert location(s)>>].
14. **[Data Processing]**
- [All personal data processed by the Service Provider on behalf of the Client shall be processed in accordance with the terms of the Data Protection Policy agreed by the Parties on <<insert date>> [pursuant to the terms of this Agreement].
- OR**
- 14.1 [In the event of a conflict between the terms of the Data Protection Policy and the terms of the Data Protection Legislation, the terms of the Data Protection Policy shall have the meanings of the Data Protection Legislation, and the terms "Data Processor" and "Data Subject" shall have the same meanings as "processor" and "data subject" respectively. The term "domestic law" means the law of the United Kingdom.]
- 14.2 The Parties shall both comply with all applicable data protection laws and regulations set out in the Data Protection Legislation. This Clause

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"Data Controller", and the Service Provider is the "Data

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

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

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Without prejudice to the generality of sub-Clause  
personal data processed by it in relation to its  
obligations under this Agreement:

a)

personal data only on the written documented instructions  
unless the Data Processor is otherwise required  
personal data by domestic law. The Data Processor  
the Data Controller before carrying out such  
prohibited from doing so by that law;

b)

implement and place appropriate technical and organisational  
(as required by the Data Controller) to protect the personal  
data against unauthorised or unlawful processing, accidental loss,  
destruction or damage. Such measures shall be appropriate and  
proportionate to the potential harm resulting from such events and to  
the context of the personal data and processing  
operations. The Data Processor shall account the current state of the art in technology  
and its measures. Measures to be taken  
shall be set out in Schedule 7;

c)

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

d)

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

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

the Data subjects have enforceable rights and effective  
remedies;

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

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

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- e) controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with Data Protection Legislation with respect to impact assessments, breach notifications, and consultations with relevant supervisory or other applicable regulatory authorities (including, where applicable, the Information Commissioner's Office);
- f) controller without undue delay of any personal data becomes aware;
- g) controller's written instruction, delete (or otherwise destroy) all personal data and any and all copies thereof to the extent of the termination or expiry of this Agreement unless it is required by law or by the personal data by domestic law; [and]
- h) controller maintain accurate records of all processing activities and the technical and organisational measures implemented necessary to comply with this Clause 14 and to allow for audits, inspections and investigations by the Data Controller and/or any party acting on behalf of the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes applicable Data Protection Legislation[.] **OR** [; and]
- i) controller indemnify the Data Controller against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of its obligations under this Clause 14.]
- 14.7 [The Data Controller shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14.]
- OR**
- 14.7 [The Data Controller shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld or delayed). In the event that the Data Processor appoints another processor, the Data Processor shall:
- a) enter into a written agreement with the other processor, which shall require the other processor to substantially the same obligations as those imposed on the Data Processor by this Clause 14, which the Data Processor shall ensure are reflected in the agreement and shall reflect the requirements of the applicable Data Protection Legislation at all times;
- b) ensure that the other processor complies fully with its obligations under applicable Data Protection Legislation; and
- c) ensure that the Data Controller is kept informed of the performance of that processor and the acts or omissions thereof.]
- 14.8 [Either the Data Controller shall, on at least <<insert period, e.g., 30 days>> prior to this Clause 14, replacing it with any applicable law or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such law or similar terms shall replace this Clause 14 by attachment to this Agreement.]
15. **[TUPE on Entry Option]**
- Upon the completion of the Agreement, the provisions of Schedule 4 shall

apply.]

## 16. Insurance

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

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

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

## 17. Liability

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

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

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

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

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

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

17.6 [Nothing in this Clause 17 shall limit or exclude the Service Provider's liability under or in connection with this Agreement under sub-Clause 14.6(i) (Data Protection) in respect of which any liability arising shall be limited or excluded.]

17.7 [Nothing in this Clause 17 shall limit or exclude the Client's liability under or in connection with this Agreement.]

- relative to the Service Provider's liability under Clause 15 and Schedule 4 (TUPE on Entry), in respect of any such loss arising shall be unlimited.]]
- 17.8 Subject to Clause 17.4 (no limitations or exclusions of liability in respect of the Service Provider to the Client under or in relation to any and all related or unrelated acts or omissions, tort (including negligence), breach of statutory duty, or otherwise), the Service Provider's liability shall be limited to £<<insert sum>>.
- 17.9 Subject to Clause 17.4 (no limitations or exclusions of liability in respect of the Client to the Service Provider under or in relation to any and all related or unrelated acts or omissions, tort (including negligence), breach of statutory duty, or otherwise), the Client's liability shall be limited to £<<insert sum>>.
- 17.10 The Client's liability set out in sub-Clause 17.8 shall not be reduced or limited by any sums awarded by any court or tribunal (including in respect of interest for late payment).
- 17.11 The Service Provider's liability set out in sub-Clause 17.9 shall not be reduced or limited by any sums awarded by any court or tribunal (including in respect of interest for late payment).
- 17.12 Subject to Clause 17.12 (categories of loss which are excluded), but without limitation on the Service Provider's liability) and sub-Clause 17.12 (categories of loss which are excluded), the following categories of loss are wholly excluded by the Parties and neither Party shall be liable in relation to this Agreement for any such losses suffered directly or indirectly, or whether immediate or consequential, in respect of:
- loss;
  - opportunity;
  - contracts;
  - ings;
  - data or information;]
  - software;]
  - goodwill; or
  - al loss.
- 17.13 Notwithstanding the above, the Parties agree to limit on the Service Provider's liability) and sub-Clause 17.12 (categories of loss which are excluded), the following categories of loss are

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

b)

c)

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

d)

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

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

17.15 Subject to the provisions of this Clause 17, the Client's rights under this Agreement shall be in addition and not exclusive of, any common law rights or remedies.

## 18. Force Majeure

18.1 For the purposes of this Agreement, "Force Majeure Event" means, in relation to either Party, circumstances beyond that Party's reasonable control which include, but are not limited to, [any strike, lockout, or other form of industrial action;] [any shortage or lack of available raw materials;] [lack of, interruption to, or failure of, or lack of available facilities;] [non-performance by a third party;] [collapse of buildings, fire, explosion, accident, or other event;] [drought, earthquake, epidemic, pandemic, or other natural disaster;] [revolt, civil commotion or riots, war, civil war, threat of war, armed conflict, imposition of sanctions, embargo, or other international relations;] [nuclear, chemical, or biological attack;] [or] any law or action taken by a government or authority which is not limited to, imposing an export or import restriction on [the Party], or failing to grant a necessary licence or approval in similar circumstances].

18.2 If any Force Majeure Event occurs in relation to either Party which affects or impairs the performance of its obligations under this Agreement, the other Party shall, as soon as reasonably possible, notify the affected Party of the nature and extent of the circumstances in question. The affected Party shall make reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations.

18.3 Subject to sub-Clause 18.2, neither Party shall be deemed to be in breach of its obligations or shall otherwise be liable to the other by reason of non-performance or non-performance of any of its obligations under this Agreement to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of either Party, and the time for that performance shall be extended accordingly.

18.4 If the Force Majeure Event affects the performance of any of its obligations under this Agreement by either Party, the other Party shall, as soon as reasonably possible, notify the affected Party of the nature and extent of the circumstances in question.

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

## 19. Termination

19.1 Witho  
termi  
Party

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

a)

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

b)

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

c)

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

d)

negotiations with any class or all of its creditors  
ing of any of its debts, or proposes any  
ements with any of its creditors or enters into the  
eing a company) solely for the purpose of a  
nt amalgamation of that other Party with one or  
s or for the solvent reconstruction of that other

e)

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

f)

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

g)

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

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

19.2 For t ...se 19.2(b), a breach shall be considered capable ... of re ... ch can comply with the provision in question in all ... respo

19.3 Witho ...er rights or remedies available to it, [the Client] ... OR [ ... ate this Agreement at any time by giving not less ... than ... en notice to the [Service Provider] OR [other ... Party ... n termination shall not take effect before <<insert ... date>

## 20. Effects of T

Upon the ter ... Agreement for any reason:

20.1 any s ...y to the other Party under any of the provisions of ... this A ... immediately due and payable;

20.2 the S ... immediately return any and all Client Materials and ... Client ... session. The Service Provider shall be fully and ... Materials and Client Equipment in its possession ... the Client and shall not use the same for any ... ected with this Agreement. In the event that the ... n any Client Materials or Client Equipment [within ... mination or expiry of this Agreement], the Client ... ter the Service Provider's premises to take

20.3 the fo ... main in full force and effect: Clause 1 (Definitions

# SAMPLE

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

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

## 21. Inadequacy of Damages

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

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

## 22. Rights and Remedies

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

## 23. No Waiver

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

## 24. Variation

[Subject to the terms of Clause 17 (Change Orders), no] OR [No] variation of this Agreement shall be valid unless it is in writing and signed by the duly authorised representative of the Service Provider.

## 25. Entire Agreement

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

25.2 Each Party, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made orally or in writing) except as expressly provided in this Agreement.

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26. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be the counterparts together shall constitute one and the same agreement.

into in any number of counterparts and by the Parties to it in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be the counterparts together shall constitute one and the same agreement.

27. **Severance**

In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that provision shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

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

28. **Conflict**

In the event of a conflict between any provision in the body of this Agreement and a provision in a Schedule to this Agreement, the provisions in the body of this Agreement shall prevail.

stency between any provision in the body of this Agreement and a provision in a Schedule to this Agreement, the provisions in the body of this Agreement shall prevail.

29. **Further Assurances**

Each Party shall do all such further deeds, documents and things as may be necessary to give full force and effect to the provisions of this Agreement.

l such further deeds, documents and things as may be necessary to give full force and effect to the provisions of this Agreement into full force and effect.

30. **Costs**

Subject to a Party's own costs of negotiation, preparation, execution and carrying out of this Agreement, each Party to this Agreement shall pay its own costs of negotiation, preparation, execution and carrying out of this Agreement.

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

31. **Assignment**

31.1 [Subject to the terms of this Agreement, the Party to which this Agreement is assigned shall not be able to assign, mortgage, charge (otherwise than by way of floating charge) or otherwise delegate any of its rights or otherwise delegate any of its obligations under this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.]

this] **OR** [This] Agreement is personal to the Party to which this Agreement is assigned, and the Party to which this Agreement is assigned shall not be able to assign, mortgage, charge (otherwise than by way of floating charge) or otherwise delegate any of its rights or otherwise delegate any of its obligations under this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.]

31.2 [[Subject to the terms of this Agreement, the Party to which this Agreement is assigned shall not be able to assign, mortgage, charge (otherwise than by way of floating charge) or otherwise delegate any of its rights or otherwise delegate any of its obligations under this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.]

f Clause 14 (Data Processing), the] **OR** [The] Party to which this Agreement is assigned shall not be able to perform any of the obligations undertaken under this Agreement by it or through any member of its group or through suitably qualified and experienced third parties or omission of such other member or sub-contractor of this Agreement, be deemed to be an act of delegation.]

32. **Relationship**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other relationship between the Parties other than that provided for in this Agreement.

stitute or be deemed to constitute a partnership, joint venture or any other relationship between the Parties other than that provided for in this Agreement.

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33. **Time**

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

**OR**

33.2 [The times and dates referred to in this Agreement are for guidance only. It is the intent of the essence of this Agreement and may be varied between the Parties.]

34. **Non-Solicitation**

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

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

35. **Third Parties**

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

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

36. **Notices**

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

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

36.3 Notices shall be deemed to have been duly given:

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

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

- c) <<insert time, e.g., 9.00 a.m.>> on the second Business Day at the delivery time recorded by the relevant carrier, by first-class mail, postage prepaid [or by express mail or by next day delivery service].
- 36.4 For the purposes of Clause 36, "normal business hours" shall mean <<insert time, e.g., 9.00 a.m.>> to <<insert time, e.g., 5.00 p.m.>>, <<insert time, e.g., 5.00 p.m.>> on a day that is not a public or bank holiday.
37. **Dispute Resolution**
- 37.1 The Parties shall resolve any dispute arising out of or relating to this Agreement between their appointed representatives who shall attempt to resolve such disputes.
- 37.2 [If the Parties do not resolve the matter within <<insert time, e.g., 14 days>> of a written invitation to negotiate, the parties will attempt to resolve the matter in good faith through an agreed Alternative Dispute Resolution procedure.]
- 37.3 [If the Parties do not resolve the matter within <<insert time, e.g., 14 days>> of the initiation of that procedure, or if either Party will not participate in the procedure, the dispute may be referred to arbitration.]
- 37.4 The seat of the arbitration under sub-Clause 37.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration of the International Chamber of Commerce (ICC) in the Parties. In the event that the Parties are unable to agree on an arbitrator(s) or the Rules for Arbitration, either Party may, at its sole discretion, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules of procedure.
- 37.5 Nothing in this Clause shall prohibit either Party or its affiliates from seeking injunctive relief.
- 37.6 The decision and outcome of the final method of dispute resolution under Clause 37 shall [not] be final and binding on both Parties.
38. **Law and Jurisdiction**
- 38.1 This Agreement and any non-contractual matters and obligations arising out of or relating to this Agreement (together with) shall be governed by, and construed in accordance with, the law of England and Wales.
- 38.2 Subject to Clause 37 (Dispute Resolution), any dispute, claim or controversy between the Parties relating to this Agreement (together with) shall fall within the jurisdiction of the courts of England and Wales.

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

Authorised Signatur

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

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

Authorised Signatur

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

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## SCHEDULE 1

### The Services

#### Specification of Services

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

#### Client Equipment

<<Insert a list of applicable Client Equipment>>

#### Client Materials

<<Insert a list of applicable Client Materials>>

#### Service Provider Equipment

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

#### Materials and Third Parties

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

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**SCHEDULE 2**

**Fees and Payment**

**Fees**

<<Insert details of  
which the Fees are

eration of the Services including the method by

**Payment Terms**

<<Insert details of p

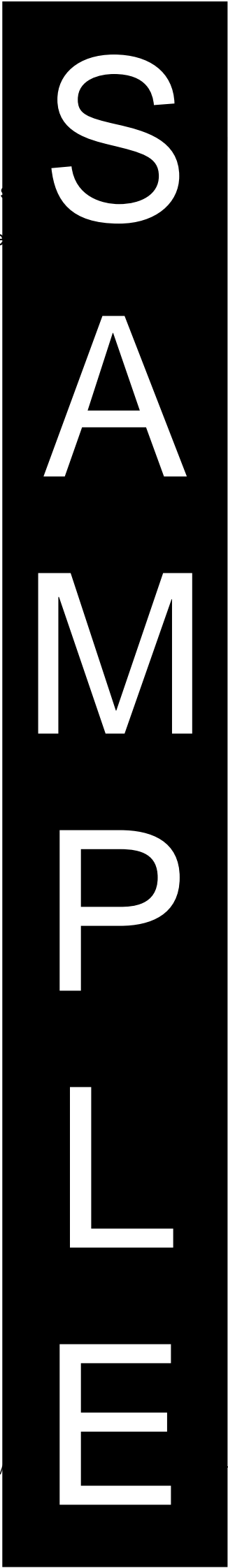
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EDULE 3

**Mandatory Policies**

<<Insert a list of the (optionally) attach them to the Agreement>>

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## SCHEDULE 4

### TUPE on Entry

#### 1. Definitions

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

“Effective Date” means the date of this Agreement;

“Employee” means those employees whose contracts of employment transfer to the Service Provider from the Client as at the Effective Date, specifically, those employees set out in Paragraph 3 of this Schedule;

“Employee Information” means, in respect of each Employee:

the identity and age of the Employee;

the particulars of employment which an employer is required to provide to the Employee under Section 1 of the Employment Rights Act 1996;

any information concerning any disciplinary action taken against the Employee and any grievances raised by the Employee, where a Code of Practice issued pursuant to Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating primarily or exclusively to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;

any information concerning any court or tribunal case, claim or action, either brought by the Employee against the Client within the previous two years or where the Client has reasonable grounds to believe that such an action may be brought against the Service Provider arising out of the Employee's employment with the Client; and

any information concerning any collective agreement which will have effect after the Effective Date in relation to the Employee pursuant to Regulation 5(a) of TUPE;

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

#### 2. TUPE on Entry

2.1 The Client warrants, and undertakes to the Service Provider that:

a) the Employees are employed or engaged in the business;

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- b) [redacted] has given or received any notice terminating [redacted] will be entitled to give such notice as a result of [redacted] of this Agreement;
- c) [redacted] terms of employment for all Employees (including [redacted] tives, bonuses, expenses, and other payments [redacted] nature payable other than the pension benefits of [redacted] ed in accordance with <<insert details>>) are set [redacted] his Schedule;
- d) [redacted] yment with any directors or employees of the [redacted] ntract for services with any individual) relating to [redacted] ot be terminated by three months' notice or less [redacted] the making of a payment in lieu of notice or a [redacted] compensation (with the exception of a statutory [redacted] or statutory compensation for unfair dismissal);
- e) [redacted] ne Employees (and, so far as is relevant to each [redacted] es who were previously engaged or employed in [redacted] vices), the Client has:
- [redacted] all obligations imposed upon it by the Articles of [redacted] ne Functioning of the European Union, European [redacted] Regulations and Directives and all statutes, [redacted] d codes of conduct relevant to the relations [redacted] its employees or between it and any recognised [redacted] appropriate representatives;
- [redacted] itable and adequate records relating to the [redacted] of its employees;
- [redacted] paid all holiday pay for periods of holiday taken [redacted] on 13 of the Working Time Regulations 1998 (S/ [redacted] accordance with Directive 2003/88/EC of the [redacted] ament and of the Council of 4 November 2003 [redacted] ects of the organisation of working time;
- [redacted] all collective agreements and customs practices [redacted] ing dealing with such relations or the conditions [redacted] employees; and
- [redacted] all relevant orders and awards made under any [redacted] g their conditions of service;
- f) [redacted] n involved in any industrial or trade dispute within [redacted] ber e.g., three>> years and, to the best of the [redacted] information, and belief, there exist no [redacted] y result in any industrial dispute involving any of [redacted] ne of the provisions of this Agreement, including [redacted] vice Provider, is likely to lead to any industrial
- g) [redacted] ents or arrangements outstanding to which the [redacted] ation to the Employees for profit sharing or for [redacted] oyee of bonuses or for incentive payments or
- h) [redacted] tered into any recognition agreement with any [redacted] to the Employees, nor has it done any act which [redacted] ecognition;

- i) applied with all recommendations made by the [redacted] and Arbitration Service in relation to the [redacted] complied with all awards and declarations made [redacted] on Committee in relation to the Employees;
- j) [redacted] nt, arrangement, scheme, or obligation (whether [redacted] e payment of any pensions, allowances, lump [redacted] e benefits on redundancy, retirement, or death, or [redacted] ness or disablement for the benefit of any of the [redacted] employees employed or engaged in the provision [redacted] the benefit of any dependants of such persons;]
- k) [redacted] r in respect of any of the Employees (including [redacted] tional Insurance [,and pension contributions]) are [redacted] d;
- l) [redacted] other than in respect of contractual emoluments [redacted] employee and, at present, there is not a claim, [redacted] f affairs which may hereafter give rise to a claim [redacted] ing out of the employment of, or termination of [redacted] of the Employees for compensation for loss of [redacted] r otherwise, and whether under contract, statute, [redacted] se;
- m) [redacted] ded the Employee Liability Information to the [redacted] spect of each of the Employees, either in writing [redacted] le to the Service Provider in a readily accessible [redacted] e;
- n) [redacted] ty Information contains information as at a [redacted] not more than 14 days before the date on which [redacted] ty Information was provided to the Service [redacted] e;
- o) [redacted] the Service Provider in writing of any change to [redacted] Information made since the date on which it was [redacted] e;
- p) [redacted] Information was provided not less than 28 days [redacted] ate; [and]
- q) [redacted] eed to, and co-operated with, pre-transfer [redacted] nsferee in accordance with part IV of the Trade [redacted] ations (Consolidation) Act 1992, if required.]
- 2.2 The Client shall indemnify the Service Provider for and against all claims, costs, damages, losses, and expenses, whatsoever and howsoever arising, incurred or suffered by the Service Provider including all legal expenses and other costs (with any VAT payable thereon) with respect to:
- a) [redacted] n of the employment of any of the Employees;
- b) [redacted] nitted to be done in relation to any of the [redacted] med to have been done by the Service Provider [redacted] e;
- c) [redacted] ny time by any of the Client's employees other [redacted] who claim to have become an employee of, or [redacted] e Service Provider by virtue of TUPE ("Claims"); [redacted] e costs, claims, expenses, and liabilities are not [redacted] any act or omission of the Service Provider.

- 2.3 The Service Provider shall, its employees, agents, and successors in title
- a) in connection with the Claims as the Service Provider request from time to time;
  - b) assistance and information reasonably requested by the Client free of charge, relating to the Claims in order to enable the Client to pursue the Claims;
  - c) in compliance with any legal obligations imposed by law, provide the Service Provider and its professional advisers access to all documents, records, or information held by the Client relating to the Claims;
  - d) make available to the Service Provider and/or its professional advisers and its members of staff from time to time as may be required by the Service Provider with the preparation of its defence to the Claims;
  - e) make available to the Service Provider and/or its professional advisers such employees as the Service Provider and/or its professional advisers may reasonably request to meet with the Service Provider and its legal advisers during normal working hours to discuss the Claims, attend trials, attend meetings with Counsel or attend any court hearing or trial in relation to the Claims, and as frequently as the Service Provider and/or its professional advisers may reasonably require;
  - f) provide such assistance as the Service Provider may reasonably request to ensure the due and timely prosecution of the Claims;
  - g) provide the Service Provider with or documents, information, access to relevant employees of the business in connection with the Claims, and the Client's party without first informing the Service Provider and without the Client's consent to any approval of such a request; and
  - h) waive legal professional privilege or any other privilege in relation to any of the documents or other information relating to the Claims in the Client's possession without first obtaining the Client's consent to such waiver, such consent not to be unreasonably withheld.
- 2.4 All statutory and contractual obligations including holiday pay, taxation, and National Insurance contributions and contributions to retirement benefit schemes for the Service Provider's employees shall be borne by the Client up to and including the Effective Date, and by the Service Provider with effect from the Effective Date.
- 2.5 The Service Provider shall indemnify the Client for and against all claims, damages, costs, losses, and expenses whatsoever and howsoever arising, incurred or suffered by the Client, including all legal expenses and other professional fees (together with interest thereon) with respect to:
- a) the Service Provider to comply with its obligations under the Claims;
  - b) any claim or action which is admitted to be done by the Service Provider with its employees whether before or after the Effective Date.

3. **List of Employees**

Employee Name	Benefit
<<Insert name>>	<<Insert details>>
<<Add more>>	

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## SCHEDULE 5

### Key Personnel

<<Insert details of the personnel to be appointed by the Service Provider under sub-Clause 4.3>>]

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SCHEDULE 6

Service Provider's

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

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## SCHEDULE 7

### Personal Data Protection

#### 1. Data Processing

##### Scope

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

##### Nature

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

##### Purpose

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

##### Duration

<<Insert details of the duration of processing>>

#### 2. Types of Personal Data

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

#### 3. Categories of Data

<<List the categories of data>>

#### 4. Organisational and

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

#### Security Measures

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

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