

STANDARD SERVICE CONDITIONS

BACKGROUND:

<<Name of Service Provider>> provides <<insert nature of services>> services to business clients. The Service Provider has reasonable skill, knowledge, and experience in the field. The Terms and Conditions shall form the basis of contracts for the provision of the Services.

Service Provider") provides <<insert nature of services>> services to business clients. The Service Provider has reasonable skill, knowledge, and experience in the field. The Terms and Conditions shall form the basis of contracts for the provision of the Services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

the context otherwise requires, the following meanings:

“Applicable Laws”

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

“Business Day”

any day other than Saturday or Sunday) on which the Client's offices are open for their full range of business hours at <<insert location>>;

“Business Hours”

<<insert business hours, e.g., 9:00 a.m.>> to <<insert business hours, e.g., 5:00 p.m.>> on a Business Day;

“Client”

the Client procuring the Services from the Service Provider under the Contract;

[“Client Equipment”

equipment including computer hardware, software, and other equipment <<insert relevant examples>> which is made accessible by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) [including, but not limited to, such equipment set out in [the Client Equipment Specification] OR <<insert relevant examples>>];

“Client Materials”

information, documents, and other materials provided by the Client to the Service Provider for the provision of the Services (whether directly or indirectly) [including, but not limited to, any such materials set out in [the Client Materials Specification] OR <<insert relevant examples>>];

“Commencement Date”

the date on which the Contract shall enter into force as defined in Clause 2 (Basis of Contract);

“Confidential Information”

information which is confidential or otherwise protected by either Party, information which is confidential or otherwise protected by the other Party pursuant to the Contract (whether orally or in writing, and whether or not the information is expressly stated to be confidential or otherwise protected);



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“Specifica... the full description and specification of the... as agreed in writing by the Client and the... Provider.

1.2 Any... and any similar expression, includes a reference to... any o... [ax or] email.

1.3 Unles... otherwise, legislation or a provision thereof is a... refer... or provision as amended or re-enacted from time... to tim...

1.4 Unles... otherwise, legislation or a provision thereof, shall... inclu... tion made from time to time under that legislation... or pr...

1.5 A ref... and Conditions” is a reference to these Terms... and C... or supplemented at the relevant time.

1.6 A ref... as de... is a reference to the contract between the Parties... use 1.1 and further set out below in Clause 2... (Basi...

1.7 A ref... “Parties” refer to the parties to the Contract.

1.8 A re... agreement or document is a reference to that... agree... ended or supplemented at the relevant time.

1.9 Any... party not to do a particular thing includes an... oblig... g to be done.

1.10 The... Terms and Conditions are for convenience only... and s... the interpretation of the Contract.

1.11 Word... singular number shall include the plural and vice... versa...

1.12 Refe... all include any other gender.

1.13 Refe... shall include natural persons, corporate, or... uninc... ther or not the same have a separate legal... perso...

1.14 Refe... shall include companies, corporations, or other... bodie... and wherever incorporated or established.

2. **Basis of Co**

2.1 An O... contractual offer by the Client to procure Services... from... accordance with and on the basis of these Terms... and C...

2.2 An O... to be accepted by the Service Provider upon the... Servi... acceptance of that Order in writing.

2.3 Upon... issuing of written acceptance under sub-Clause... 2.2, a... to existence between the Client and the Service... Provi... Service Provider’s written acceptance shall be the... Com... Contract.

2.4 Thes... shall form the basis of the Contract. Subject to... Claus... sub-Clause 10.8 (Data Processing)], any other... term... [the Service Provider] seek[s] to impose or

incorporated or which are implied by trade custom, practice, or custom, shall be excluded from the Contract.

2.5 No advertisement, literature, descriptive matter, drawings, samples, or similar material issued or published by the Service Provider in any medium shall form part of the Contract or have any legal effect. Any material is provided by the Service Provider only for promotional purposes or providing an approximate description of the services to be provided by the Service Provider.

2.6 Quotations from the Service Provider shall not constitute a contractual offer. [Quotations are valid for a period of <<insert period>> from the date of issue.]

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

3.1 Within the [insert commencement date] OR [the date stated in the Order], the Service Provider shall, throughout the term of the Contract, provide the Services to the Client.

3.2 The Service Provider shall ensure that the Services conform at all times with the applicable laws and regulations.

3.3 The Service Provider shall provide the Services with [reasonable] OR [the best] quality, which shall be commensurate with [prevailing standards] OR [best practice in the industry or sector relevant to the Services]>> sector.

3.4 The Service Provider shall [use reasonable endeavours to] meet any performance dates [the Order] OR [the location] [or as the Client may require from time to time]. [Such dates shall be of the essence in the provision of the Services] and time shall not be of the essence in the provision of the Services. [Time shall be of the essence in the provision of the Services to such performance dates.]

3.5 The Service Provider shall act in accordance with all reasonable instructions issued by the Client and that such instructions are compatible with the Services.

3.6 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.

3.7 [The Service Provider shall provide the Service Provider Equipment[, which is required for the provision of the Services].]

3.8 [In the event that any permits or consents are required to enable the Service Provider to provide the Services [and to [install and] use any required Service Provider Equipment], the Service Provider shall obtain the same before the date the provision of the Services is due to begin (in accordance with sub-3.4) and maintain the same to the extent required for the provision of the Services and use of the Service Provider Equipment] throughout the term of the Contract.]

3.9 The Service Provider shall use any Client Materials provided by the Client to the extent reasonably necessary for and only for the provision of the Services [and only in accordance with the Client's instructions]. The Service Provider shall hold the Client Materials in safe custody, at its own risk, and shall maintain the same in accordance with the Client's instructions. The Service Provider shall return or dispose of the Client Materials in accordance with the Client's instructions.

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Client's written permission at the Client's option and on the Client's

3.10 [The Service Provider may use any Client Equipment provided (or made available from time to time only to the extent reasonably necessary for the purposes of the provision of the Services [and only if 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 the Client Equipment on the Client's written instruction.]

3.11 In the event that the Service Provider provides access to the Client's premises and any other facilities that are agreed upon by the Parties [or as otherwise reasonably necessary for the provision of the Services, the Service Provider shall use the same premises and facilities only for the purposes of the Services and only in accordance with any written authorisation and instructions from the Client and (as further stated in sub-Clause 8.1.(c)) all applicable laws, rules and regulations and security requirements in place at the Client's premises and such other facilities.

4. Client's Obligations

4.1 The Client shall provide all information that it provides in the Order [and ensure that such information is complete and accurate.

4.2 The Client shall provide the Service Provider with:
a) all Client Materials reasonably required by the Service Provider to provide the Services;

b) all Client Materials that are agreed upon by the Parties [or as otherwise reasonably necessary for the provision of the Services, the Service Provider shall use the same Client Materials with any necessary written authorisation and instructions from the Client to enable the Service Provider to provide the Services;

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

d) all Client Materials, Client Equipment and access to and availability and use of the Client's premises and other facilities that is or are agreed upon by the Parties [or as otherwise reasonably necessary for the provision of the Services, the Service Provider shall use the same Client Materials, Client Equipment and access to and availability and use of the Client's premises and other facilities that is or are agreed upon by the Parties to enable the Service Provider to provide the Services, and the Client shall inform the Service Provider of any applicable health, safety, and security regulations and security requirements.

4.3 The Client shall issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions shall be compatible with the Specification.

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

4.5 [In the event that the Client's decision, approval, consent, or communication is required to enable the Service Provider to provide the Services, the Client shall provide such decision, approval, consent, or communication in a reasonable and timely manner.]

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Provider shall obtain the same before the date on which the Services is due to begin (in accordance with sub-clause 4.6) and use of the Service Provider Equipment] through the Contract.]

4.6 Any failure or delay in the provision of the Services by the Service Provider shall not be the result of the Client's failure or delay in complying with any of its obligations or any other act or omission of the Client shall not be the fault of the Service Provider.

5. Fees, Payment

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5.1 The Fees shall be the full and only amount payable by the Client to the Service Provider with respect to its provision of the Services.

5.2 Unless otherwise in writing, the Fees shall include all costs and expenses incurred by the Service Provider, whether directly or indirectly, in connection with the provision of the Services.

5.3 The Service Provider shall invoice the Client upon the completion of the Services.

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5.1 The Fees shall be calculated on a time and materials basis as follows:

a) The Fees shall be calculated in accordance with the Service Provider's rates in <<insert location>>, current at the date of the invoice.

b) The daily rates for each client are calculated on the basis of the number of working day (from <<insert time>> to <<insert time>> per day;

c) The Client shall have the right to charge an overtime rate of 150% of its daily rate on a pro-rata basis for each hour of overtime worked by personnel that it engages in the provision of the Services outside of the hours stated above in sub-clause 5.1 b).

d) The Client shall have the right to charge the Client for any expenses incurred by the personnel that it engages in the provision of the Services including, but not limited to, travel expenses, accommodation, meals, subsistence, and any other associated costs, plus the cost of any services procured from third parties that are necessary for the performance of the Services, and any materials required.

5.2 The Service Provider shall invoice the Client [upon the completion of the Services] <<insert period>> in arrears].]

5.3 All payments made pursuant to the Contract in consideration of the Services shall be made within <<insert period>> Business Days of receipt of the invoice by the Client.

5.4 All payments made pursuant to the Contract in consideration of the Services shall be made in <<insert currency>> in cleared funds to such bank account as the Service Provider may nominate in writing.

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- 5.5 When payment is due, payment shall be made on a day that is not a Business Day, but on the next Business Day following Business Day.
- 5.6 All sums payable under the Contract shall be exclusive of VAT. Where the supply for VAT purposes is made under the Contract, and where the Service Provider to the Client, the Client shall, upon receipt of a valid invoice from the Service Provider, pay to the Service Provider the net sum of VAT as are chargeable on the supply of the Service, and that payment is due for the provision of the Service.
- 5.7 If the Client disputes an invoice and reasonably believes that it is incorrect, it may withhold payment in good faith as follows:
- the Client shall notify the Service Provider in writing as soon as practicable;
 - the Client shall not be deemed to be in breach of the Contract for withholding payment of disputed sums while such a dispute is ongoing;
 - the Client shall pay any sum which is not in dispute by the due date for payment;
 - in the event of the dispute, the Client shall pay the sum in dispute to the Service Provider, together with any interest charged on that sum, as calculated in accordance with sub-Clause 5.8 (from the original due date for payment);
 - the Service Provider is required to refund any sums to the Client which shall be added to such sums, as calculated in accordance with sub-Clause [5.9] OR [5.8]; and
 - in the event of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within the period >> and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within the period >>.
- 5.8 Without prejudice to Clause 14.2(a) (termination for late payment), any sums payable under the Contract shall be payable by the due date for payment under the Contract and shall accrue interest on a daily basis at a rate of <<insert percentage>>% per annum, or the base rate of the Bank of England from time to time, or at the rate of <<insert percentage>> per annum for any period during which that base rate applies. Interest shall be payable until payment is made in full of the sum payable, whether before or after judgment.
- 5.9 [All sums payable under the Contract shall be paid in full without any set-off, counterclaim except any withholding or deduction (if applicable under applicable law.)]
- 5.10 The Service Provider shall:
- maintain accurate records and books of account as to the amount of any sums payable pursuant to the Contract, and ensure that such records and books of account are accurately calculated; and
 - at the request of the Client, allow the Client or its agent to inspect and copy such records and books of account.

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6. Intellectual

- 6.1 The (including, but not limited to, its licensors) shall retain ownership of the Intellectual Property Rights (including, but not limited to, all Client Materials).
- 6.2 The Service Provider shall grant to the Client a non-exclusive, fully paid-up, irrevocable, [non-sub]sublicensable licence to use, copy, modify, distribute, and otherwise exploit the Client Materials for the term of the Contract only to the extent necessary for the purposes of the provision of the Services in accordance with the Client's written authorisation and instructions.

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7. Confidential

- 7.1 Each Party shall keep confidential and shall not disclose to any other Party (such authorisation not to be limited) all, at all times during the term of the Contract and thereafter 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 the Contract; and
 - d) Confidential Information (including, but not limited to, Confidential Information) none of its employees, directors, officers, or agents does any act which, if done by that Party, would constitute a breach of the provisions of this Clause 7.

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- 7.2 Subject to the provisions of this Clause 7, either Party may disclose any Confidential Information to:
 - a) its employees, directors, officers, or agents;
 - b) its subcontractors, consultants, subcontractors, substitutes, or suppliers;
 - c) any governmental authority or regulatory body; [or]
 - d) any other Party if required>>; or]

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- 7.3 Disclosure of Confidential Information under sub-Clause 7.2 may be made only to the extent that it is necessary for the performance of the obligations contemplated by the Contract, or as required by law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body corporate, a partnership, or a sole trader, the disclosing Party must also ensure that the recipient is an authorised employee or officer of such body, partnership, or sole trader and that the recipient has given the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which disclosure is made.

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- 7.4 Confidential Information shall not be disclosed to any other Party for any purpose, or disclose it to any other Party, unless the Confidential Information is or becomes public knowledge through no fault of that Party.

- 7.5 Where Confidential Information is disclosed to any other Party under sub-Clause 7.4, the receiving Party must ensure that it does not disclose that Confidential Information which is not public knowledge to any other Party.

- 7.6 The provisions of this Clause 7 shall continue in force in accordance with their terms.

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8. **Law [and Po**

8.1 The [redacted] at all times, and at its own expense when
perform [redacted] the Contract:

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

8.2 Each [redacted] other Party as soon as reasonably possible and
pract [redacted] aware of any changes to the Applicable Laws.

8.3 [The [redacted] at <<insert period>> written notice to the Service
Prov [redacted] Mandatory Policies.]

9. **Data Protec**

The Service [redacted] the Client's personal data as set out in the
Service Prov [redacted] e.g., Privacy Notice>>, available from <<insert
location>>.

10. **[Data Proce**

[All persona [redacted] by the Service Provider on behalf of the Client
under the C [redacted] ssed in accordance with the terms of a Data
Processing A [redacted] e entered into by the Parties before any personal
data is proce

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10.1 [In th [redacted] s "personal data", "processing", "data subject",
"cont [redacted] "personal data breach" shall have the meanings
defin [redacted] UK GDPR, and the terms "Data Processor" and
"Data [redacted] e the same meanings as "processor" and
"cont [redacted] term "domestic law" means the law of the United
Kingd

10.2 The [redacted] y with all applicable data protection requirements
set o [redacted] on Legislation. This Clause 10 shall not relieve
eithe [redacted] s set out in the Data Protection Legislation and
does [redacted] ny of those obligations.

10.3 For th [redacted] Protection Legislation and for this Clause 10, the
Clie [redacted] ntroller", and the Service Provider shall be the
"Data

10.4 The [redacted] rpose of the processing; the duration of the
proce [redacted] personal data; and the category or categories of
data [redacted] n [the Order] OR [the Specification] OR [<<insert
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- 10.5 The [the Data Processor] shall, without prejudice to the generality of sub-Clause 10.2) place all necessary consents and notices required to enable the Data Processor to [the lawful transfer of personal data to] **AND/OR** [the lawful collection, storage and use] the Data Processor for the purposes described in [the Specification] **OR** [the Order] **OR** [the Specification] **OR** [the Order] **OR** [the Specification] **OR** [the Order] for the duration of the Contract;
- 10.6 The [the Data Processor] shall, without prejudice to the generality of sub-Clause 10.2) place appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data processed by it in relation to its obligations under the Contract:
- to process personal data only on the written documented instructions from the Data Controller, unless the Data Processor is otherwise required to do so by domestic law. The Data Processor shall consult the Data Controller before carrying out such instructions, unless prohibited from doing so by that law;
 - to implement appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data against unauthorised access, disclosure, loss, destruction or unlawful processing, accidental loss, destruction or damage. Such measures shall be appropriate and effective, taking account of the potential harm resulting from such events and taking into account the context of the personal data and processing and the state of the art in technology, in order to prevent or minimise the risk of such events occurring. Measures to be taken shall be those specified in [the Order] **OR** [the Specification] **OR** [the Order] **OR** [the Specification] **OR** [the Order] **OR** [the Specification] **OR** [the Order];
 - to ensure that all persons with access to the personal data (including persons acting on behalf of the Data Processor for business purposes or otherwise) are contractually bound to keep personal data confidential;
 - to ensure that personal data is not transferred outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
 - the Data Controller and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;
 - the Data Controller and/or the Data Processor has/have ensured that data subjects have enforceable rights and effective remedies;
 - the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred; and
 - the Data Processor complies with all reasonable requirements given in advance by the Data Controller with respect to the processing of the personal data;
 - to ensure that the Data Processor, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, breach notifications, and consultations with the Data Controller or other applicable regulatory authorities (including, where applicable, the Information Commissioner's Office);
 - to ensure that the Data Processor, at the Data Controller's cost, without undue delay of any personal data becomes aware of any breach of the Data Protection Legislation;



- g) [The Data Processor shall, at the Data Controller's written instruction, delete (or otherwise destroy) all personal data and any and all copies thereof to the extent permitted by law at the termination or expiry of the Contract unless it is prohibited by the personal data by domestic law; [and]
- h) [The Data Processor shall maintain accurate records of all processing activities and technical and organizational measures implemented necessary to comply with this Clause 10 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 legislation[.] **OR** [; and]
- i) [The Data Processor shall 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 10.]

10.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 10.]

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10.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 10 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) in the event that the Data Processor appoints another processor, the Data Processor shall:

- a) [The Data Processor shall not contract with the other processor, which shall be another Data Processor, for a processor substantially the same obligations as those of the Data Processor by this Clause 10, which the Data Processor shall ensure shall reflect the requirements of the Data Protection Legislation at all times;
- b) [The Data Processor shall ensure the processor complies fully with its obligations under the Data Protection Legislation; and
- c) [The Data Processor shall hold the Data Controller harmless for the performance of that processor's obligations and the acts or omissions thereof.]

10.8 [Either the Data Processor shall, from the date of commencement of the term of the Contract, and on at least <<insert period, e.g., 30 days>> before the expiry of this Clause 10, replacing it with any applicable alternative provisions or similar terms adopted by the Information Commissioner's Office as part of an applicable certification scheme. Such alternative provisions shall be attached to this Clause 10 by attachment to the <<insert document>>]

11. Insurance

The Service Provider shall maintain the following insurance for the term of the Contract [and for a period of <<insert period>> after the termination of the Contract]:

11.1 The Service Provider shall take out and maintain professional indemnity and public liability insurance with a reputable insurer to cover the liabilities that may arise under or in relation to the performance of the Contract at a level approved by the Client in advance]; and

11.2 The Service Provider shall provide to the Client with copies of current certificates of insurance [and details of the terms and conditions of the insurance policies] for [the then-current <<insert period e.g., 12 months>>] term of the Contract] for each type of insurance.

12. **Liability**

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visions of, liability in this Clause 12 shall reflect
Service Provider has been able to obtain. The
making its own arrangements for the insurance
- Clause 12 to “liability” shall include every liability arising
Contract including, but not limited to, liability in
(negligence), breach of statutory duty,
or otherwise.
- shall limit or exclude either Party’s liability under or in
any form of liability which cannot be limited or
not limited to:
- caused by negligence;
- representation;
- act of either that Party or that of its employees or
- as implied by section 12 of the Sale of Goods Act
the Supply of Goods and Services Act 1982
(ret possession).
- right to benefit from any of the limitations or
in this Clause 12 in respect of any liability under
which arises out of the deliberate default of either
employees or agents.
- shall limit or exclude either Party’s payment
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- shall limit or exclude the Service Provider’s liability
contract under sub-Clause 10.6(i) (Data processing
any liability arising shall be unlimited.)
- liabilities which cannot be limited or excluded by
12.4 (no limitations or exclusions of liability in
[and sub-Clause 12.6 (liabilities under specific
of the Service Provider to the Client under or in
y and all related or unrelated acts or omissions,
including negligence), breach of statutory duty, or
to [£<<insert sum>>] **OR** [<<insert means of
- liabilities which cannot be limited or excluded by
o limitations or exclusions of liability in respect of
liability of the Client to the Service Provider under
t for any and all related or unrelated acts or
t, tort (including negligence), breach of statutory
limited to [£<<insert sum>>] **OR** [<<insert means
- der’s liability set out in sub-Clause 12.7 shall not
need to be paid or awarded in accordance with
processing indemnity) or] by any sums awarded by

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any of their statutory or procedural powers in relation to the cost of interest for late payment.

12.10 The liability set out in sub-Clause 12.8 shall not be reduced by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.

12.11 Subject to the provisions of the law, the Client shall not be liable for any liabilities which cannot be limited or excluded by any limitations or exclusions of liability in respect of sub-Clause 12.5 (no limitations or exclusions of liability), [and sub-Clause 12.6 (liabilities under the Contract) categories of loss shall be wholly excluded by the other, whether directly or indirectly, or otherwise.]

- a) ...;
- b) ...;
- c) ...;
- d) ...;
- e) ...;
- f) ...;
- g) ...;
- h) ...;
- i) ...;

12.12 Notwithstanding sub-Clause 12.11 (categories of loss which are excluded), but subject to the provisions of sub-Clause 12.12 (categories of loss which are excluded), the following categories of loss are excluded from the Client's liability under the Contract:

- a) ...;
- b) ...;
- c) ...;
- d) ...;

12.13 [In the event that a loss falls into one or more of the categories of loss set out in sub-Clause 12.12 (categories of loss which are excluded) and also falls into one or more of the categories of loss set out in sub-Clause 12.12 (categories of loss which are excluded), that loss shall not be excluded.]

12.14 Subject to the provisions of this Clause 12, the Client's rights under the Contract shall be in addition to, and not exclusive of, any common law rights.

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13. **Force Majeure**

13.1 For the purposes of this Contract, either Party may, without liability, include in its obligations any action or failure to act, or any supply or service, which is caused by acts of God, natural disasters, or other events of public law, or any law or action taken by a government or public authority, or any restriction or prohibition, or any other circumstances.

13.2 If any Force Majeure Event occurs in relation to either Party which affects or hinders the performance of its obligations under the Contract, the other Party as soon as reasonably possible and to the maximum 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.

13.3 Subject to Clause 13.2, neither Party shall be deemed to have breached or shall otherwise be liable to the other by reason of any non-performance of any of its obligations under the Contract if that performance of that obligation is prevented, hindered or delayed by a Force Majeure Event of which it has notified the other Party.

13.4 If the performance of any of its obligations under the Contract is prevented, hindered or delayed by a Force Majeure Event for a continuous period of <<insert period>>, [the Parties shall enter into bona fide negotiations to alleviate its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable] OR [the other Party shall be entitled to suspend its obligations under the Contract [immediately] by giving [<<insert period>>] written notice to the affected Party].

14. **Termination**

14.1 Without prejudice to any other right or remedy available to it, either Party may terminate this Contract by giving the other Party <<insert period>> written notice.

14.2 Without prejudice to any other right or remedy available to it, either Party may terminate this Contract immediately by giving written notice to the other Party.

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the other Party shall not pay any sum due under the Contract when it is notified in writing and such sum remains outstanding for at least <<insert period>> after receiving written notification to pay that sum;



- b) ...ts a material breach of any term of the Contract (capable of remedy) does not remedy that breach > after receiving written notification to do so;
- c) ...ns to, or does, suspend, payment of its debts as that it is unable to pay its debts, or (being a liability partnership) is deemed unable to pay its ...ng of section 123 of the Insolvency Act 1986 (as ... words "it is proved to the satisfaction of the ...ctions 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 ... (being 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) ...ttled to appoint a receiver over any or all of the ...rty, or a receiver is appointed over all or any of ...Party;
- j) ...g an individual) is the subject of a bankruptcy ...order;
- k) ...prancer of the other Party attaches or takes ...istress, execution, sequestration, or other such ...nforced on or sued against, the whole or part of ...sets and such attachment or process is not ...sert period>>;
- 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 14.2(c) to (k)

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m) ceases or suspends, or threatens to cease or suspend, a substantial part of its business;

n) (as an individual) dies, or due to illness or incapacity (physical), becomes incapable of managing their affairs as a patient under any mental health legislation;

o) ceases to be under the control of the other Party (within the meaning of the Income Tax Act 2010).

14.3 For the purposes of clause 14.2(b), a breach shall be considered capable of being remedied if the Party which can comply with the provision in question in all respects is the other Party.

15. **Effects of Termination**

Upon the termination of the Contract for any reason:

15.1 any sum payable by the Party to the other Party under the Contract shall become immediately due and payable;

15.2 the Service Provider shall immediately return any and all Client Materials [and Client Equipment] in its possession, custody or control to the Client. The Service Provider shall be fully and exclusively responsible for the safekeeping of Client Materials [and Client Equipment] in its possession, custody or control until they are returned to the Client and shall not use the same for any purpose other than that contemplated by the Contract. In the event that the Service Provider fails to return any Client Materials [or Client Equipment] to the Client by the termination or expiry of the Contract], the Client shall have the right to enter the Service Provider's premises to take possession of the same.

15.3 each Party shall, to the extent referred to in Clause 7 (Confidentiality) immediately return to the other Party, either directly or indirectly, any Confidential Information in its possession, custody or control which contain or record any Confidential Information.

15.4 termination of the Contract shall not affect or prejudice any rights, remedies, obligations or claims of the Parties that have accrued up to the date of termination, but not limited to, the right to claim damages or compensation for any breach of the Contract which existed at or before the date of termination or expiry; and

15.5 any terms and conditions of the Contract which either expressly or by implication is intended to survive the termination or expiry of the Contract shall remain in full force and effect.

16. **No Waiver**

No failure or omission to exercise any of its rights under the Contract shall be deemed to be a waiver of any subsequent breach of the Contract. No waiver by either Party of a breach of the Contract shall be deemed to be a waiver of any subsequent breach of the Contract.

17. **Further Assurances**

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

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may be necessary to bring the provisions of the Contract into full force and effect.

18. Variation

Other than as expressly provided in the Terms and Conditions, no variation of the Contract including, but not limited to, the production of any additional terms and conditions, shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19. Severance

In the event that any provision of the Contract is found to be unlawful, void, unenforceable or otherwise invalid or otherwise in breach of applicable law, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

20. Assignment

20.1 [Subject to Clause 10 (Data Processing), the] **OR** [The] Contract shall be personal to the Parties and shall not be assigned, mortgaged, charged (otherwise than by way of floating charge) or otherwise delegate any of its rights or otherwise delegate any of its obligations without the consent of the other Party, such consent not to be unreasonably withheld.

20.2 [[Subject to Clause 10 (Data Processing), the] **OR** [The] Contract shall be performed by the Party or by a member of its group or through suitably qualified and experienced third parties. The act or omission of such other member or sub-contractor shall not constitute a breach of the Contract, be deemed to be an act or omission of the Party.]

21. Third Party

21.1 No provision of the Contract shall be intended to confer rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

21.2 Subject to Clause 10 (Data Processing), the Contract shall continue and be binding on the Parties and their assigns of either Party as required.

22. Relationship

Nothing in the Contract shall be intended to constitute a partnership, joint venture, agency or any other relationship between the Parties other than the relationship provided for in the Contract.

23. Notices

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

23.2 All notices shall be addressed to the most recent postal address of the Party.

address, email address given in <<insert document or location>> or notified in writing by either Party to the other from time to time.

23.3 Notices must have been duly given:

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

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

c) sent by post, <<insert time, 9.00 a.m.>> on the second Business Day after the date at the delivery time recorded by the relevant postal service [or by air mail or next day delivery service].

23.4 For the purposes of Clause 23, "normal business hours" shall mean <<insert time, e.g., 9.00 a.m. to 5.00 p.m.>> to <<insert time, e.g., 5.00 p.m.>>, <<insert time, e.g., 9.00 a.m.>> to <<insert time, e.g., 5.00 p.m.>> on a day that is not a public or bank holiday.

24. Entire Agreement

24.1 [Subject to Clause 10 (Data Processing), the] **OR** [The] Contract shall constitute the entire agreement between the Parties with respect to the subject matter of the Contract.

24.2 Each Party shall be deemed to have entered into the Contract, in entering into the Contract, it shall not rely on any representation, assurance or other provision (made innocently or negligently) which is not expressly provided in the Contract.

25. Law and Jurisdiction

25.1 The Contract and any non-contractual matters and obligations arising out of or in connection with (with) shall be governed by, and construed in accordance with, the law of England and Wales.

25.2 Any proceedings or claim between the Parties relating to the Contract or any non-contractual matters and obligations arising out of or in connection with (with) shall fall within the jurisdiction of the courts of England and Wales.