

Definition	Clause
1. Definitions and Interpretation	
1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:	
“Business Day”	any day other than Saturday or Sunday) on which the premises are open for their full range of services at <insert location>;
“Confidential Information”	information disclosed by either Party, information which is confidential by the other Party pursuant to this Agreement (whether orally or in writing, in any medium, and whether or not the information is expressly stated to be confidential or otherwise);
“Connected Persons”	Persons connected with a Party as ascribed thereto by Section 836 of the Income Tax Act 2010;
“Control”	Control as ascribed thereto by Section 836 of the Income Tax Act 2010;
“Data Protection Legislation”	the Data Protection legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the current and revised EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in 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 under it; the Privacy and Electronic Communications Regulations 2003 as amended;
“Encumbrance”	any mortgage, charge, pledge (whether fixed or floating), right of pre-emption, right of first refusal, negative pledge, or any other form of security, third party security, right, or obligation (whether monetary or otherwise) or any other conditional obligation) to which the property is subject;
“Group”	any company, that company and any subsidiary of which, at the relevant time, is its wholly owned Subsidiary, or the Subsidiary of any company; and “Member” of a Group shall have the same meaning;
“Holding Company” and “Subsidiary”	shall have the meanings ascribed thereto by Section 836 of the Income Tax Act 2010;

“Intellectual Property Rights”	mean secr serv up, g right right conf prop and appl and and prote inclu foreg	ventions, know-how, trade d rights, trade marks, es, domain names, get- ue for passing off, design in computer software, (confidentiality of) all other intellectual tered or unregistered, lications and the rights to newals and extensions, m, such rights and any ghts or other forms of or in the future and s in relation to any of the
“Representatives”	mean agen pers	employees, contractors, s of a Party and any other s vicariously liable;
“Quarter”	mean <<in cons cont endi “qua	months commencing on >, each subsequent months during the nt, and any shorter period his Agreement; and sponding meaning;
“Term”	mean Clau	ment, as set out in
“Year”	mean year Agre the d	r, in the case of a leap <<insert date of ersary of that date during ment.

- 1.2 Unless the context otherwise requires, the following definitions shall apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by any similar means;
- 1.2.2 a statute or a provision of law, or a regulation or a provision as amended or re-enacted;
- 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or re-enacted;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules);
- 1.2.6 a “Party” or the “Parties” means the Party or Parties to this Agreement.
- 1.3 The headings used in this Agreement shall be for reference only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

1.6 References to persons and organisations.

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