

DATED

(1) << >>

(2) << >>

CUSTOMER SERVICE OUTSOURCING AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Company>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (“the Company”) and
- (2) <<Name of Service Provider>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (“the Service Provider”)

WHEREAS:

- (1) The Service Provider operates a call centre providing telephone-based customer service outsourcing for other businesses.
- (2) The Company wishes to outsource its telephone-based customer service operations to the Service Provider under the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- | | |
|-----------------------------------|--|
| “Additional Fees” | means any fees or charges payable by the Company to the Service Provider as agreed on an ad-hoc basis or as set out in Schedule 1 of this Agreement; |
| “Business Hours” | means the time period between <<e.g. 07:00>> and <<e.g. 22:00>> GMT; |
| “Call Centre” | means the Service Provider’s call centre which is located at <<insert address>>; |
| “Call Operatives” | means employees of the Service Provider assigned to render the Services to the Company; |
| “Commencement Date” | means the date on which the Term commences as set out in Clause 5 of this Agreement; |
| “Confidential Information” | means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement; |
| “Customer” | means a customer of the Company; |
| “Customer Calls” | means a telephone call made by a Customer to the Service Provider; |

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“Data Protection Legislation”	means General Data Protection Regulation 2016/679 (“GDPR”) is no longer applicable in the UK, the GDPR and any national legislation (from time to time), in the UK and subsequent legislation which succeeds the GDPR
“Fees”	means the amount payable by the Company to the Service Provider as set out in Clause 10
“Initial Fee”	means the amount payable by the Company to the Service Provider on the Start Date as set out in sub-clause 10.1
“Intellectual Property Rights”	means any registered or unregistered trade mark or service mark, registered design or mark, copyright, patent, pending, any right in relation to confidential information and any other form of intellectual property
“Outgoing Call”	means a call made by the Service Provider to a Customer
“Reports”	means any reports issued in accordance with Clause 11
“Services”	means the services provided by the Service Provider of customer service to the Customers as set out in Clause 12; this Agreement;
“Systems”	means the IT infrastructure used by the Service Provider in the provision of the Service which is described in Clause 13 of this Agreement.
“Term”	means the period of time which shall commence on the Start Date and continue as set out in Clause 14 of this Agreement;
“Training Materials”	means any training materials, interactive and other materials provided by the Company to the Service Provider in accordance with Clause 7 and Schedule 3 of this Agreement
“Training Period”	means that part of the Term during which the Customer shall undertake the training of the Service Provider with Clause 7 of this Agreement
1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:	
1.2.1 “writing”, and any communication effected by any similar means;	includes a reference to any communication by electronic facsimile transmission or other means;
1.2.2 a statute or a provision of a statute as amended or re-enacted;	includes a reference to that statute or provision as amended or re-enacted at the relevant time;

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- 1.2.3 "this Agreement" is the Agreement and each of the Schedules as amended at the relevant time;
- 1.2.4 a Schedule is a schedule and
- 1.2.5 a Clause or paragraph (other than the Schedules) is a Clause of this Agreement of the relevant Schedule.
- 1.2.6 a "Party" or the "Parties" means the Party or Parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience 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.

2. Provision of the Services

- 2.1 The Service Provider shall provide the Services to the Customers and shall be contacted by the Customer at the telephone number(s) detailed in Schedule 4.
- 2.2 The Service Provider shall be available to provide the Services during Business Hours; (e.g. 365 days per year>>
- 2.3 The Service Provider shall receive and respond to Customer Calls at random intervals. The Service Provider shall record Customer Calls at random intervals. The recording of Customer Calls by Operatives insofar as this is necessary for the recording of Customer Calls shall be sent to the Company along with the recording of Customer Calls on a monthly basis. [insert number] OR [<<insert number>>] on a daily basis]. The Operatives shall be made fully aware of the recording of Customer Calls. Customer Calls shall be sent to the Company along with the recording of Customer Calls on a monthly basis. Schedule 8 and Schedule 6 on a monthly basis.
- 2.4 If the Service Provider receives a Customer Call which cannot be dealt with on the basis of the knowledge of the Operative during Training the Operative shall transfer the Customer Call to the Company using the telephone number(s) detailed in Schedule 4. The Service Provider shall only be responsible for the duration of the Customer Call as handled by the Service Provider.

3. Service Levels

- 3.1 The Service Provider shall use its reasonable endeavours to ensure that all Customer Calls are answered within <<insert time period e.g. 5 minutes>>. If Reports show that the average call duration is greater than that specified in this Clause then the Operative shall refer the Customer Call to the Service Provider. The Service Provider shall use its reasonable endeavours to ensure that the average call duration is not greater than that specified in this Clause to the best of the Company's behest and shall agree upon a resolution of the dispute. The resolution shall not be limited to, further training, the imposition of a penalty on the Operative, or the removal of the Operative from the Call Centre, a modification to this Clause or the imposition of a penalty on the Company. The average time period or an increase in the number of Customer Calls shall not be a condition of this Clause.
- 3.2 The Service Provider shall use its reasonable endeavours to ensure that all Customer Calls are answered within <<insert time period e.g. 15 minutes>> from the time the Operative answers the Customer Call. Subject to the provisions of Clause 18, if Reports show that the average call duration is greater than that specified in this Clause there shall be a penalty on the Company.

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shall be no penalty to the S...
the matter at the Company'
may include, but not be li...
procedures within the Call C...
higher average time period.

the Parties shall discuss
e upon a resolution which
g, the imposition of new
to this Clause to reflect a

3.3 In certain cases a Custom...
resolved immediately or wi...
such cases the Customer s...
circumstances will a Custom...
bear the cost of all Outgoing

matter which cannot be
d e.g. 15 minutes>>. In
of a call back. Under no
a call. The Company shall

4. Fees and Payment

4.1 The Service Provider shall...
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thereafter.

£<< >> which shall be
d Monthly Fee of £<< >>

4.2 In addition to the Initial Fee...
shall charge the following...
Outgoing Customer Calls b...
per minute basis and charge

Fees the Service Provider
on Customer Calls and
shall be calculated on a

Aggregate Per Calendar	Fee Per Minute
0 – 50,000	
50,001 – 100,000	
100,001 – 200,000	
200,001 – 300,000	
300,001 +	

4.3 The aggregate total of mi...
00:00:01 midnight on the fir...
on the final day of that mont

ed based on the period
lendar month to 23:59:59

4.4 The Service Provider shall...
calls as part of each monthly

ment showing all relevant

4.5 The Service Provider shall...
and associated charges as...
shall constitute part of the F

ment of all Outgoing Calls
nvoice. All such charges
pany for that month.

4.6 Additional Fees may be...
agreement between the Par

invoice subject to prior

4.7 Commencing at the end of...
shall submit a monthly inoi...
out in this Clause and includ

term the Service Provider
n shall detail the items set
payable for that month.

4.8 All sums payable pursuant t...
or other tax (except corpo...
additionally liable.

clusive of any value added
e relevant Party shall be

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4.9 The Company shall pay the Service Provider within <<insert period e.g. 30 days>> of receiving the invoice.

4.10 If the Company fails to make payment to the Service Provider pursuant to this Agreement then that payment shall be in arrears from the due date until payment is made in full, but in any event, at <<insert percentage>>% per annum above the <<insert rate>> base rate from time to time.

5. Term

5.1 The Services will be provided to the Company during the Term of this Agreement, which shall commence on the <<insert Commencement Date>> and shall continue until <<insert duration>> or until terminated in accordance with Clause 14.

5.2 Starting on the Commencement Date, the Service Provider shall complete its training obligations as set out in Clause 7.1.

5.3 The Term may be renewed for a further <<insert duration>> [months] OR [years] upon the agreement of both Parties.

6. Resources

6.1 The Service Provider warrants that the Call Centre shall be fully equipped with up-to-date equipment complying with industry standards and best practice in technology and best practice.

6.2 The Service Provider shall use its best endeavours to ensure that the Call Centre and other resources are kept suitably serviced, maintained and up-to-date during the Term of this Agreement.

6.3 If, as a result of consultation under sub-Clauses 3.1 or 3.2 an increase in the number of Call Operatives is required, the Service Provider shall ensure that sufficient resources are available for those additional Call Operatives.

6.4 The Company shall provide the resources set out in Schedule 5. All such resources shall remain in the possession of the Service Provider for the Term of this Agreement and shall be returned to the Company at the end of the Term.

7. Training

7.1 It shall be the Service Provider's responsibility to ensure that all Call Operatives and other relevant personnel are suitably trained to render the Services.

7.2 All Call Operatives must have a working knowledge of the Company, [and] [its products and services].

7.3 The Company will provide the training materials to be used in accordance with Schedule 6. The Service Provider which shall be used in accordance with Schedule 6 and therein to train the Call Operatives.



- 7.4 The Service Provider must complete the Training Materials of all Call Operatives is completed within the Training
- 7.5 The Service Provider shall provide the Training Materials throughout the Term of this Agreement and shall be the same for the training of all new Call Operatives and for the re-training of existing Call Operatives.
- 7.6 The Company retains the right to update the Training Materials without notice. The Company and the Service Provider shall be responsible for any additional training requirements which may arise and for any costs incurred there made.

8. Reporting

- 8.1 The Service Provider shall provide reports (e.g. daily) of all data collected by their System including Incoming Calls, Outgoing Calls and any further data relevant to the Services. The format for such reports is as set out in the Appendix.
- 8.2 All reports prepared in accordance with Clause 8.1 shall be delivered to the Company by the Service Provider by the method specified in the Appendix.
- 8.3 The Company may from time to time request additional reports which shall be provided on an ad-hoc basis between the Parties.

9. Intellectual Property

- 9.1 All Intellectual Property Rights in the Training Materials provided by the Company to the Service Provider shall be the sole property of the Company. The Service Provider shall have an exclusive licence to use the Training Materials for the purposes of training the Call Operatives in accordance with Clause 7.
- 9.2 All Intellectual Property Rights in the other materials provided by the Company to the Service Provider shall be the sole property of the Company. The Service Provider shall have a non-exclusive licence to use the other materials under licence and for the purposes described in Clause 7 at the time of provision.
- 9.3 The Service Provider may not use the other materials for any other purposes without the prior written consent of the Company.

10. Liability and Indemnity

- 10.1 The Service Provider shall indemnify and hold the Company harmless from any and all costs, liability, damages, claims, losses and expenses (including reasonable legal costs) incurred by the Company in connection with or arising from the Service Provider's rendering of the Services.
- 10.2 The total liability of the Service Provider under this Agreement shall be limited to £<< >>.
- 10.3 The Company shall indemnify and hold the Service Provider harmless from any and all costs, liability, damages, claims, losses and expenses (including reasonable legal costs) incurred by the Service Provider in connection with or arising from the Company's breach of the Agreement.
- 10.4 The total liability of the Company under this Agreement shall be limited to £<< >>.



10.5 Nothing in this Agreement shall limit the Company's liability for death or personal injury howsoever caused.

11. [Data Protection]

11.1 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Company's rights under the GDPR.

11.2 For complete details of the collection, processing, storage, and retention of personal data, the Company is limited to, the purpose(s) for which personal data is used, the Company's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice [available from <<insert location>>].]

12. [Data Processing]

12.1 In this Clause 12, "personal data", "data controller", "data processor", and "personal data protection" shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation ("GDPR").

12.2 [All personal data to be processed by the Provider on behalf of the Company under this Agreement shall be processed in accordance with the terms of the Data Processing Addendum dated <<insert date>> [pursuant to the Data Processing Addendum].]

OR

12.2 [The Parties hereby agree to comply with all applicable data protection requirements set out in the Data Processing Addendum. This Clause 12 shall not relieve either Party of its obligations under applicable data protection Legislation and Regulations. The Data Processing Addendum shall not replace any of those obligations.]

12.3 For the purposes of the Data Processing Addendum and for this Clause 12, the Company is the "Data Controller" and the Provider is the "Data Processor".

12.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the duration of the processing shall be set out in Schedule 7.

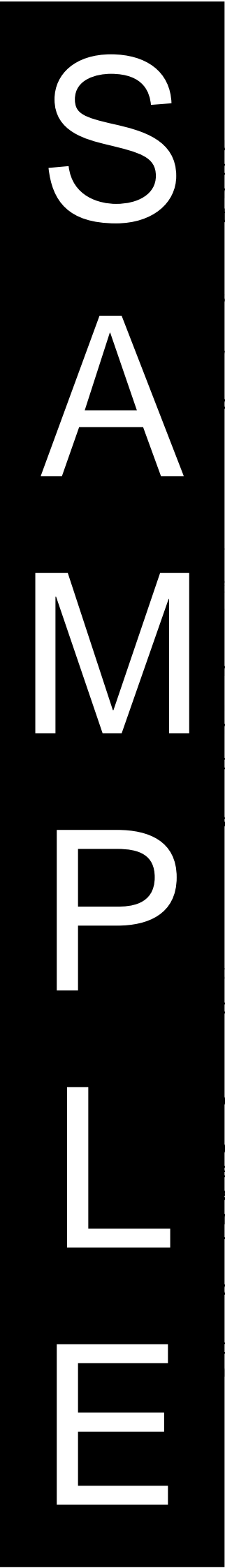
12.5 The Data Controller shall ensure that it obtains all necessary consents and notices required to enable the Provider to process personal data to the Data Processor for the purposes of the Data Processing Addendum.

12.6 The Data Processor shall, with respect to its performance of its obligations under this Agreement:

12.6.1 Process the personal data only in accordance with the instructions of the Data Controller unless the Data Controller is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of any such requirements prohibited from doing so by law.

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- 12.6.2 Ensure that it has implemented appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised access, disclosure, misuse, alteration, destruction, accidental loss, damage or destruction, and from other processing which is not permitted by the Data Controller. All measures shall be proportionate to the potential harm resulting from the loss of the personal data and taking into account the current state of the art, the state of the Data Controller's data protection measures and the cost of implementing those measures. Measures shall be set out in Schedule 7.
 - 12.6.3 Ensure that any and all personal data (whether or not the Data Processor is contractually obliged to keep it) is held securely and is not disclosed to any third party (including any employee of the Data Processor) without the prior written consent of the Data Controller.
 - 12.6.4 Not transfer any personal data to any third party (including any employee of the Data Processor) outside the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - 12.6.4.1 The Data Processor has implemented appropriate safeguards for the transfer of personal data;
 - 12.6.4.2 Affected individuals have enforceable rights and effective remedies;
 - 12.6.4.3 The Data Processor complies with its obligations under the Data Protection Act 1998, providing an adequate level of protection for all personal data so transferred;
 - 12.6.4.4 The Data Processor complies with all reasonable instructions given by the Data Controller in relation to the processing of the personal data.
 - 12.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from individuals in ensuring its compliance with the Data Protection Act 1998, in respect to security, breach notifications, impact assessments, consultations with supervisory authorities or regulatory bodies, and in limited to, the Information Commissioner's Office.
 - 12.6.6 Notify the Data Controller of any delay of a personal data breach;
 - 12.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) or return to the Data Controller all personal data and all copies thereof to the Data Controller, in accordance with the Data Protection Agreement unless it is required to retain any personal data for legal reasons;
 - 12.6.8 Maintain complete and accurate records of all processing activities and implement appropriate technical and organisational measures necessary to demonstrate compliance with the Data Protection Act 1998 and to allow for audits by the Data Controller.
- 12.7 [The Data Processor shall remain responsible for its obligations with respect to the processing of personal data under this Clause 12.]
- OR**
- 12.8 [The Data Processor shall remain responsible for its obligations to a sub-processor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). If the Data Processor appoints a sub-processor, the Data Processor shall ensure that the sub-processor complies with its obligations with respect to the processing of personal data under this Clause 12.]



12.8.1 Enter into a written agreement which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor and which shall permit both the Data Processor and the sub-processor to enforce those obligations; and

12.8.2 Ensure that the sub-processor complies with its obligations under this Agreement and the Data Processing Agreement.]

12.9 Either Party may, at any time, upon giving the other Party >> notice, alter this Agreement to include any processing clauses or similar provisions. Such terms shall be deemed to be incorporated by attachment to this Agreement.]

13. Confidentiality

13.1 Each Party undertakes that it shall not disclose any Confidential Information, in writing by the other Party, at all times during the continuance of this Agreement and for a period of 12 months after its termination:

13.1.1 keep confidential all Confidential Information;

13.1.2 not disclose any Confidential Information to any other person;

13.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;

13.1.4 not make any copies of Confidential Information or part with possession of Confidential Information;

13.1.5 ensure that none of its employees, agents or advisers does any act in breach of the provisions of sub-Clause 13.1.4 above.

13.2 Either Party may:

13.2.1 disclose any Confidential Information to:

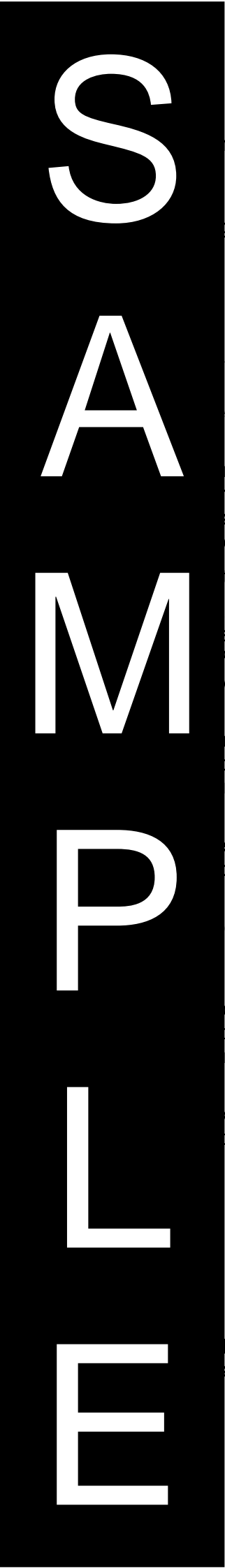
13.2.1.1 any sub-processor;

13.2.1.2 any governmental authority;

13.2.1.3 any employee or officer of the other Party or of any of the other Parties or of any of the other Parties;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as may be required by law, provided that the other Party first informs the disclosing Party in writing that the Confidential Information is confidential and that the disclosure is to any person or body as is mentioned in sub-Clause 13.2.1.2 above or any other person in question, as nearly as practicable in the circumstances, and that the disclosing Party is to keep the Confidential Information confidential for the purposes for which the disclosure is made;

13.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the public knowledge through no fault of that Party, other than for the purposes for which the disclosure is made;



disclose any part of
knowledge.

information which is not public

13.3 The provisions of this Clause shall remain in force in accordance with their terms, notwithstanding any termination or suspension of the Agreement for any reason.

force in accordance with
Agreement for any reason.

14. Termination

14.1 The Service Provider shall be liable to the Company in the event that the Company has failed to pay the Service Provider for a period exceeding <<insert period>> and fails or refuses to do so following the expiry of a written notice from the Service Provider requesting such payment within <<insert period>>.

is Agreement in the event
Service Provider for a period
>> and fails or refuses to do so
Service Provider requesting

14.2 The Company shall be entitled to terminate this Agreement in the event that the Service Provider fails to perform the Services in accordance with the Agreement on <<insert number>> consecutive occasions within a period of <<insert number>> consecutive months to render the Agreement null and void.

reement in the event that
>> consecutive
secutive months to render
reement.

14.3 Either Party has the right to terminate this Agreement immediately if the other:

t immediately if the other:

14.3.1 has committed a material breach of this Agreement, unless such breach is capable of being remedied and the Party in breach immediately will be obliged to remedy the breach within <<insert number>> days after a written notice to do so; or

Agreement, unless such
se the right to terminate
Party has failed to remedy
>> after a written notice

14.3.2 goes into bankruptcy, liquidation or insolvency (save for the purposes of a voluntary arrangement, a company reconstruction or amalgamation) or if it ceases to carry on all or any part of its assets and liabilities.

ntary or compulsory (save
porate reconstruction or
n respect of the whole or

14.4 In the event of termination of this Agreement, all payments required under the Agreement shall be immediately payable.

ed by the Company, all
ome due and immediately

14.5 On termination of this Agreement, the Service Provider shall return all Training Materials to the Company.

er shall return all Training

14.6 On termination of this Agreement, the Service Provider shall transfer all records regarding the Company to the Company and shall ensure that all copies of the records in the Service Provider's possession are destroyed, save for those records which are required for the normal course of its business (of which the Service Provider shall be notified).

rovider shall transfer all
o the Company and shall
possession are destroyed,
n the normal course of its
one).

14.7 Any and all obligations of the Service Provider shall survive termination and shall continue beyond the termination of this Agreement.

expressly or by their nature
piration of this Agreement

15. Notices

15.1 All notices under this Agreement shall be in writing.

15.2 Notices shall be deemed to have been received by the recipient:

15.2.1 when delivered, if delivered by hand or by registered messenger (including registered mail) during normal business hours;

her messenger (including
s of the recipient; or

S

15.2.2 when sent, if transmission is successful, a successful transmission report or return receipt.

a successful transmission

15.2.3 on the fifth business day following receipt, if mailed by national ordinary mail, postage prepaid.

g, if mailed by national

15.2.4 on the tenth business day following receipt, if mailed by airmail, postage prepaid.

ng, if mailed by airmail,

in each case addressed to the recipient's address, e-mail address, or facsimile number notified to the Service Provider.

ress, e-mail address, or

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16. Relationship of the Parties

16.1 The Service Provider is and shall remain an independent contractor for and subject to the terms and conditions of this Agreement.

or to the Company subject

16.2 Nothing in this Agreement shall be construed to create, a partnership, joint venture, or other relationship between the Service Provider and the Company.

ed to create, a partnership,
er and employee between

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17. Assignment and Sub-Contracting

[Subject to the provisions of Clause 18, the Service Provider shall not assign, transfer, sub-contract, or in any other way transfer the benefit or burden of this Agreement without the prior written consent of the Company, which consent not to be unreasonably withheld.

either] Party shall assign,
any third party the benefit
nsent of the other, such

18. Force Majeure

Neither Party shall be liable for a failure to perform or delay in performing its obligations where such failure or delay results from causes beyond the reasonable control of that Party. Such causes shall include, but not be limited to: power failure, Internet Service Provider failure, strikes, labor disputes, war, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of God, or any other event that is beyond the reasonable control of the Party.

performing their obligations
s beyond the reasonable
limited to: power failure,
nrest, fire, flood, storms,
action or any other event
h.

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19. Severance

The Parties agree that, in the event any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be valid and enforceable.

of the provisions of this
unenforceable, that / those
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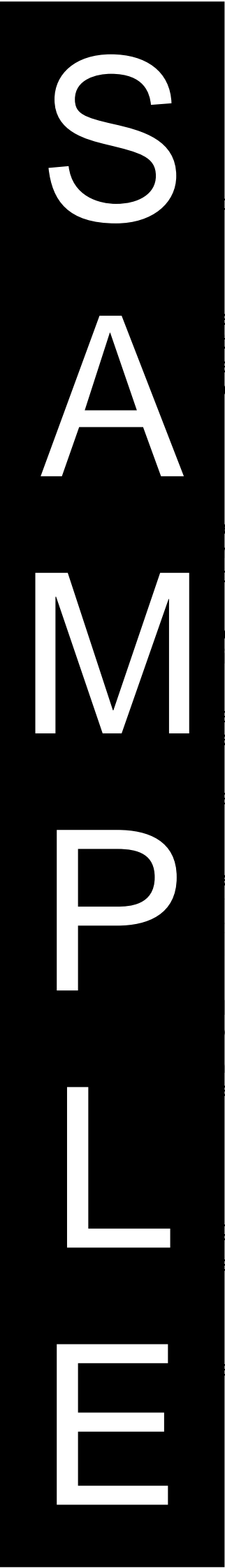
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20. Entire Agreement

20.1 [Subject to the provisions of Clause 18, this Agreement embodies the entire understanding and sets forth the entire agreement between the Parties and supersedes all prior agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any oral or written understanding or arrangement not expressly set forth in this Agreement.

his] Agreement embodies
ding between the Parties
ments, understandings or
Agreement. Neither Party
nding or arrangement not
any representation made

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fraudulently.

20.2 Unless otherwise expressed in this Agreement, this Agreement may be varied or

in this Agreement, this Agreement may be varied or by both of the Parties.

21. **No Waiver**

The Parties agree that no failure to enforce that provision or any other provision in this Agreement shall be deemed to be a waiver of any breach and shall not constitute a continuing waiver.

the performance of any provision in this Agreement shall not be deemed to be a waiver of any breach and shall not constitute a continuing waiver.

22. **[Dispute Resolution (Arbitration)]**

22.1 It is agreed that where any dispute relating to this Agreement arises between the Parties shall be referred to the arbitration of a single arbitrator with appropriate practical experience to resolve the particular dispute.

relating to this Agreement shall be referred to the arbitration of a single arbitrator with appropriate practical experience to resolve the particular dispute.

22.2 The arbitrator shall be agreed by the Parties or shall be appointed by the President of the Law Society of England and Wales.

the event of failure to agree the arbitrator shall be appointed by the President of the Law Society of England and Wales.

22.3 The arbitration shall take place in accordance with the Arbitration Act 1996 of that Act for the time being in force.

arbitration>> and shall be in accordance with the Arbitration Act 1996 of that Act for the time being in force.

22.4 The Parties shall promptly comply with all information reasonably requested by him relating to the arbitration, imposing appropriate obligations of confidence.

all information reasonably requested by him relating to the arbitration, imposing appropriate obligations of confidence.

22.5 The Parties shall require the arbitrator to render his decision within the time requested or if this is not practicable. The Parties shall require the arbitrator to achieve this objective.

reasonable endeavours to render his decision within the time requested or if this is not practicable. The Parties shall require the arbitrator to achieve this objective.

22.6 The Parties shall share the costs of the arbitration equally. The decision of the arbitrator shall be binding on both Parties.

the arbitrator equally. The decision of the arbitrator shall be binding on both Parties.

22.7 [The Parties agree to exclude the jurisdiction of the courts of England and Wales concerning any dispute arising in the course of the arbitration.]]

or appeal to the courts of England and Wales concerning any dispute arising in the course of the arbitration.]]

23. **Law and Jurisdiction**

23.1 This Agreement shall be governed by the law of England and Wales.

England and Wales.

23.2 [Any dispute between the Parties shall fall within the jurisdiction of the courts of England and Wales.]

dispute shall fall within the jurisdiction of the courts of England and Wales.]

IN WITNESS WHEREOF this Agreement has been made and signed before written

on the day and year first above written

SIGNED by

<<Name and Title of person signing for Co
for and on behalf of <<Company's Name>>

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

SIGNED by

<<Name and Title of person signing for Se
for and on behalf of <<Service Povidier's N

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

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Additional Fees

<<Insert details of any Additional Fees whi

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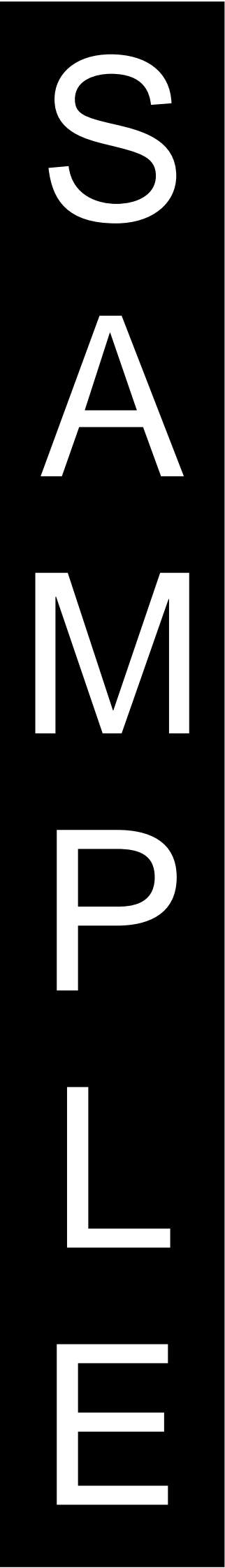
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Systems

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Training Materials

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Telephone Numbers

Free Telephone Numbers

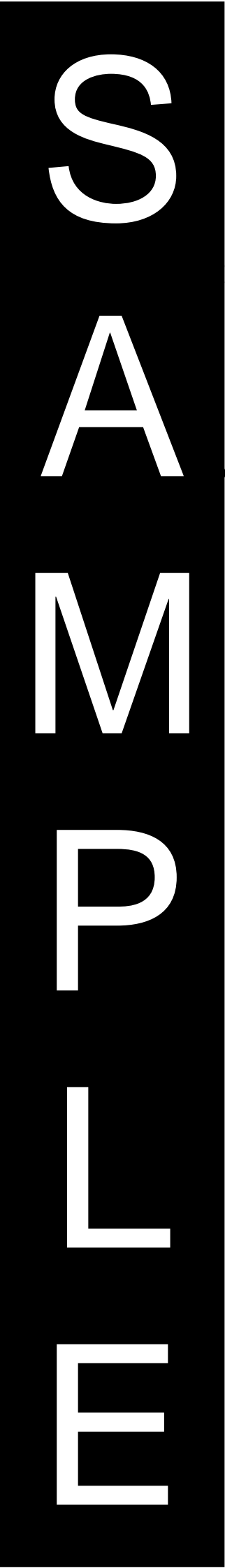
The Service Provider shall deal directly with the Customers on the free telephone numbers and shall be contacted by the Customers on the free telephone numbers:

- a) <<Insert telephone number>>
- b) <<Insert telephone number>>
- c) <<Insert telephone number>>

Company Telephone Numbers

The Service Provider shall forward all Customer Calls to the Company using the telephone number(s) listed below:

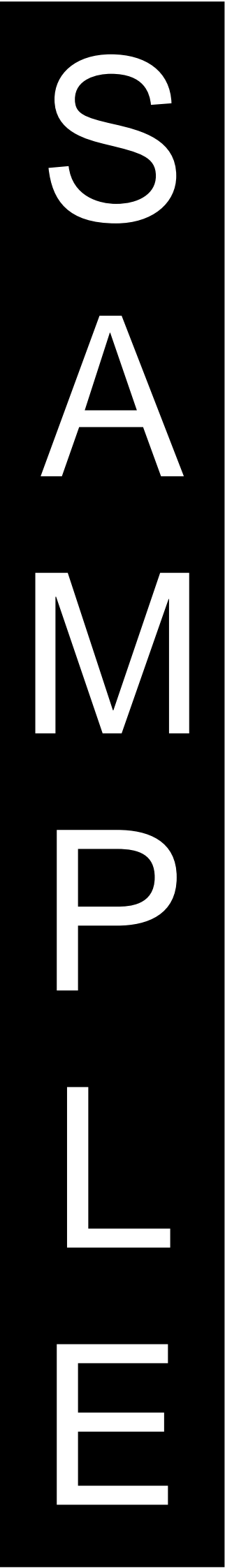
- a) <<Insert telephone number>>
- b) <<Insert telephone number>>
- c) <<Insert telephone number>>



SC

Resources

<<Insert details of the resources to be provided>>



SC

Reports

<<Insert details of the format of Reports to Service Provider>>

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1. Data Processing

Scope

<<Insert description of the scope of the process>>.

Nature

<<Insert description of the nature of the process>>.

Purpose

<<Insert description of the purpose(s) for which the process will be carried out>>.

Duration

<<Insert details of the duration of the process>>.

2. Types of Personal Data

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

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Data Protection

<<Describe the organisational and technical measures implemented as referenced in 12.6.2>>.

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