

**DATED**

**(1) << >>**

**(2) << >>**

**DATA PURCHASE AGREEMENT**

**THIS AGREEMENT** is made the            day of

**BETWEEN:**

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

**WHEREAS:**

- (1) The Database Owner operates and provides an information service to its clients which is based on one or more computer databases and wishes to acquire new data along with the relevant rights to store, use, format and distribute that data through a database.
- (2) The Data Provider is in the business of supplying raw data to database operators for presentation in their databases and has agreed to supply the data set out in Schedule 1 of this Agreement to the Database Owner under the terms and conditions set forth in 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:

- |                                   |  |
|-----------------------------------|--|
| <b>“Business Day”</b>             | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;  |
| <b>“Confidential Information”</b> | means any information relating to the terms of this Agreement (but not the existence of this Agreement), communications between the Parties (oral and written), information relating to the services, customers, business, revenue and systems of either Party and any other information which is described as confidential; |
| <b>“Data”</b>                     | means the data to be purchased by the Database Owner under this Agreement as detailed in the Specification;  |
| <b>“Database”</b>                 | means the database which is detailed in Schedule 2 to this Agreement, owned and operated by the Database Owner in which the Data is to be used;  |
| <b>“Fees”</b>                     | means the fees payable by the Database Owner to the Data Provider for the Data, as detailed in Schedule 4 of this Agreement;   |

<b>“Initial Term”</b>	means Clause	Agreement as set out in
<b>“Intellectual Property”</b>	means proper trade registered secrets applica rights a any pa create	and future intellectual not limited to copyright, design rights (whether patents, know-how, trade database rights and any or registration of these ensions thereof existing in ow known or in the future
<b>“Liquidated Damages”</b>	means of this	in accordance with Schedule 5
<b>“Specification”</b>	means to this	Data set out in Schedule 1
<b>“Term”</b>	means 14 be	as set out in Clause

- 1.2 Unless the context otherwise requires, the following definitions 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 provision of a contract, as amended from time to time;
  - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended from time to time;
  - 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) and
  - 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 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. Data**

- 2.1 Any and all Data to be supplied under this Agreement shall conform in all respects with the Specification.
- 2.2 The Specification may be amended from time to time, only on the mutual agreement of the Parties. [Such amendments shall be confirmed in writing.]
- 2.3 The Data Provider may add or delete Data from the Specification. If this occurs, the Data Provider shall inform the Data Purchaser and shall ensure that the Specification is modified in accordance with Clause 2.2.

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3. **Supply of Data**

3.1 The Data Provider shall deliver the Data in accordance with the agreed method, as detailed in Schedule 3.

agreed time(s) and using the

3.2 If the Parties agree upon or otherwise determine a method of delivery for the Data, the Data Provider shall

method of delivery for the

3.2.1 provide live support to the Database Owner at the time of transmission and for a period of <<insert time>> thereafter;

at the time of transmission and for a period of <<insert time>> thereafter;

3.2.2 attempt re-transmission in the event of a transmission failure or interruption;

in the event of a transmission failure or interruption;

3.2.3 be required to deliver the Data to the Database Owner on any media at no additional cost if online transmission proves impossible for a period <> from the agreed delivery time(s).

on any media at no additional cost if online transmission proves impossible for a period <> from the agreed delivery time(s).

3.3 Where a method other than that agreed upon for delivery of the Data, the Data Provider shall notify the Database Owner immediately of any delays in delivery and the Parties shall agree on a revised delivery time. The Data Provider shall use its best and reasonable endeavours to deliver the Data with that revised time.

Where a method other than that agreed upon for delivery of the Data, the Data Provider shall notify the Database Owner immediately of any delays in delivery and the Parties shall agree on a revised delivery time. The Data Provider shall use its best and reasonable endeavours to deliver the Data with that revised time.

3.4 The Data Provider shall retain the Data on physical storage media for a period of <<insert time>> following delivery of each set of Data and at least until the delivery of the Data to the Database Owner. The Data Provider shall have the right to request the Database Owner to provide such a back-up copy for a period of <> [during the term of this Agreement] OR the Database Owner shall deliver the back-up copy to the Database Owner within <> of receiving such a request. e.g. 1 Business Day>>

The Data Provider shall retain the Data on physical storage media for a period of <<insert time>> following delivery of each set of Data and at least until the delivery of the Data to the Database Owner. The Data Provider shall have the right to request the Database Owner to provide such a back-up copy for a period of <> [during the term of this Agreement] OR the Database Owner shall deliver the back-up copy to the Database Owner within <> of receiving such a request. e.g. 1 Business Day>>

3.5 Subject to delays and consequences resulting from Clause 3 and those resulting from Clause 17, the time shall be of the essence for the Data Provider to supply the Data in accordance with the agreed method.

Subject to delays and consequences resulting from Clause 3 and those resulting from Clause 17, the time shall be of the essence for the Data Provider to supply the Data in accordance with the agreed method.

4. **Data Delivery Guarantee**

The Data Provider shall perform the Data Delivery Guarantee of the Data:

The Data Provider shall perform the Data Delivery Guarantee of the Data:

4.1 Deliver the data in accordance with the method set out in Schedule 3; and

Deliver the data in accordance with the method set out in Schedule 3; and

4.2 Provide at least <<insert time>> notice of any change to the method of Data delivery.

Provide at least <<insert time>> notice of any change to the method of Data delivery.

5. **Fees and Payment**

5.1 The Database owner shall pay the Fees to the Data Provider in accordance with Schedule 4.

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5.2 Any and all Fees payable by the Database Owner shall become payable only

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once the Data to which the Database Owner's clients. Data during the testing period

commercially available to the Database Owner for a particular set of

5.3 Fees shall be payable on receipt of an invoice from the Data Provider for the same amount as set out in Schedule 4 within <<insert period>>

Owner of an invoice from the Database Owner shall be made in accordance with the terms of the invoice and receipt of the invoice.

5.4 Liquidated Damages calculated in accordance with Schedule 5 shall be deducted from any Fees owed to the Data Provider if any Data to which those Fees pertain is delayed. Liquidated Damages shall be deducted from the Fees payable to the Data Provider, as the case may be, in accordance with the provisions of Schedule 5.

Liquidated Damages calculated in accordance with Schedule 5 shall be deducted from any Fees owed to the Data Provider if any Data to which those Fees pertain is delayed. Liquidated Damages shall be deducted from the Fees payable to the Data Provider, as the case may be, in accordance with the provisions of Schedule 5.

5.5 Where Liquidated Damages are payable by the Data Provider shall issue the Data Provider with a credit note for the relevant amount of the Liquidated Damages sum prior to, or no later than, the date of the relevant invoice. In the event that the total of Liquidated Damages payable exceeds the Fees payable under the invoice due or that the sub-total of the invoice due to be issued for more than <<insert period e.g. 30 days>> the Data Provider shall have the option of submitting a separate invoice for the total of the Liquidated Damages which shall be payable to the Data Provider within <<insert period e.g. 30 days>> of the date the Data Provider acknowledges its interest in the Data being processed. In the event that the Data Provider is unable to deliver the Data by the agreed date, the Data Owner should have an appropriate arrangement in place for the Liquidated Damages will apply.

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5.6 The Data Provider shall be responsible for the provision, delivery, storage and back-up of the Data processed under this Agreement unless any such action is required due to fault on the part of the Database Owner in which case any such costs shall be included in the invoice to the Database Owner. The Data Provider shall also be responsible for the provision of Support Services in accordance with Clause 8.

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5.7 The Database Owner shall not be required to provide any Data which does not form part of this Agreement. The Database Owner shall [not] be required to reimburse the Data Provider for any Data which does not form part of this Agreement.

The Database Owner shall not be required to provide any Data which does not form part of this Agreement. The Database Owner shall [not] be required to reimburse the Data Provider for any Data which does not form part of this Agreement.

5.8 The Data Provider shall have the right to conduct reviews of the Data processed under the Initial Term. The Data Provider shall provide at least <<insert period e.g. 12 months>> to the Database Owner of any such reviews.

The Data Provider shall have the right to conduct reviews of the Data processed under the Initial Term. The Data Provider shall provide at least <<insert period e.g. 12 months>> to the Database Owner of any such reviews.

## 6. Development and Testing

6.1 If it is necessary for the Data Provider to develop new software or adapt existing software in order to process the Data, the Data Provider shall supply any files or samples of the Data to the Database Owner to develop the software. Any files or data required for the development of the software shall be provided free of charge at the Database Owner's request.

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6.2 Each Party shall provide the other with all information and documentation relevant to either the Database or the Data which is necessary for the other to successfully fulfil their obligations under this Agreement.

Each Party shall provide the other with all information and documentation relevant to either the Database or the Data which is necessary for the other to successfully fulfil their obligations under this Agreement.

6.3 In the event that it is necessary for the Data Provider to provide specific information to the Database Owner, the Data Provider shall provide such information within <<insert period e.g. 30 days>> of the date of the request.

In the event that it is necessary for the Data Provider to provide specific information to the Database Owner, the Data Provider shall provide such information within <<insert period e.g. 30 days>> of the date of the request.

software to enable the Data Provider to provide the Data, the Data Provider shall do so free of charge and shall provide the requisite technical support and training for the software.

the Data, the Data Provider shall provide the necessary documentation and the requisite technical support and training for the installation and use of that software.

## 7. Data Use

- 7.1 The Database Owner shall be responsible for the Data as it chooses.
- 7.2 The Database Owner shall be responsible for the restricted use of the Data and shall have the right to incorporate the Data into the Database [or any other databases which it may currently or in the future acquire in the future].

the Data, the Data Provider shall provide the necessary documentation and the requisite technical support and training for the installation and use of that software.

## 8. Support and Assistance

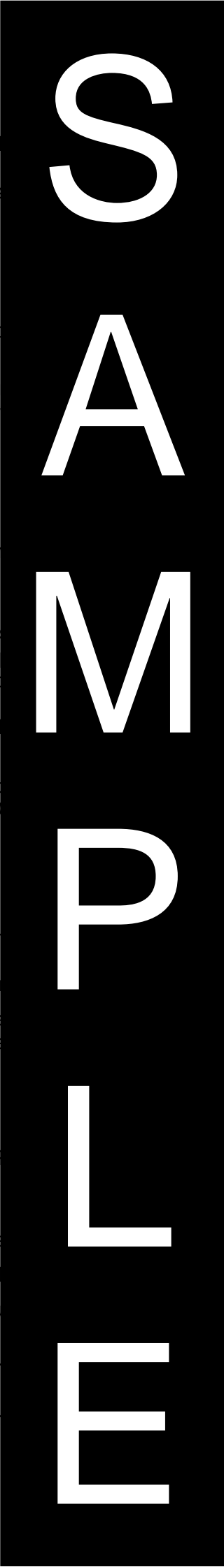
- 8.1 The Data Provider shall provide technical support and general assistance regarding the Data via <<insert contact details>>. The Database Owner shall also provide technical support for errors in the Data using the same methods.
- 8.2 The Data Provider shall assign a dedicated employee(s) to deal with the Database Owner's enquiries. The contact details of those employees shall be included in the Data. In the event that such personnel are changed, the Database Owner shall be notified of any such changes as soon as is reasonably possible.
- 8.3 Any documentation which is provided to the Database Owner under sub-Clause 6.2 may be subject to change. The Database Owner shall be notified of such changes taking effect.
- 8.4 The Data Provider shall use its best endeavours to:
  - 8.4.1 Respond to any and all enquiries within <<insert time period>>;
  - 8.4.2 Correct any errors in the Data notified of the same to the Database Owner within <<insert time period>> of being notified of the same; and
  - 8.4.3 Provide access to a copy of the Data for recovery purposes within 24 hours of the receipt of a request for the same.

the Data, the Data Provider shall provide the necessary documentation and the requisite technical support and training for the installation and use of that software.

## 9. Data Quality

- 9.1 Prior to delivery, the Data Provider shall ensure the quality and integrity of the Data by:
  - 9.1.1 verify that the Data is identical to the original source data (where applicable);
  - 9.1.2 apply appropriate validation to the Data; and
  - 9.1.3 complete a full virus scan of the Data using up-to-date anti-virus software.
- 9.2 In the event that changes are made to the Data by the Data Provider, the Data Provider shall be notified of such changes taking effect.

the Data, the Data Provider shall provide the necessary documentation and the requisite technical support and training for the installation and use of that software.



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- 9.3 In the event that the source of the Data is changed, the Data Provider shall provide at least <<insert number of months>> prior notice to the Database Owner of such change.
- 9.4 In the event that changes are made to the Data under Clause 9.2, the Data Provider shall supply the Database Owner with all documentation and specifications necessary to implement such changes to the Database or their services or systems.
- 9.5 Where changes made under Clause 9.2 require the Database Owner to make significant changes to their services or their systems, the Database Owner shall have the right to request parallel delivery of the Data in both the new format and the old format for a period to be agreed upon by the Parties at the time.
- 9.6 If changes made under sub-Clause 9.2 are not acceptable to the Database Owner and no compromise can be reached, the Database Owner shall have the right to request delivery of the Data in the old format either indefinitely or for the termination period specified in Clause 14.5.

**10. Warranty**

- 10.1 The Data Provider represents and warrants that it shall use its best and reasonable endeavours to ensure that the Data shall be accurate, complete and delivered on time.
- 10.2 Errors in the Data shall be corrected in accordance with the provisions of sub-Clause 8.4.
- 10.3 The Data Provider warrants that it shall not attempt to sell the Data to the Database Owner pursuant to Clause 10.1.

**11. Liability and Indemnity**

- 11.1 The Data Provider shall be liable to the Database Owner for any misrepresentations and for any other direct, indirect or consequential loss or damage suffered by the Database Owner or any of its users in reliance on the Data.
- 11.2 The Data Provider shall indemnify and hold harmless the Database Owner against any claim made by a third party which infringes any rights of that third party. The Data Provider shall indemnify and hold harmless the Database Owner from and all costs and damages arising out of any judgment or settlement in respect of such a claim.
- 11.3 The Data Provider shall indemnify and hold harmless the Database Owner against any other claims from a third party arising from the use of the Data or from its use of the Data.

**12. Intellectual Property**

- 12.1 The Database Owner has invested substantial time and resources in the selection and development of the Database and in the obtaining, verification and maintenance of the original intellectual creation of the Database. The Database is an original intellectual creation and the Database Owner therefore owns the copyright in the selection and contents of the Database.

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and in the additional material... ownership shall be without... (including the Data Provider... Database.

...d for its operation. Such... s of any data providers... in the contents of the

12.2 The Database Owner, by virtue of its ownership, shall own the copyright in the Database and in the party data providers (including the Data Provider) in the same.

...tailed in sub-Clause 12.1, ...ase to the extent that third... do not own the copyright in

12.3 The Data Provider shall own the copyright in the Data Provider's Data and shall make available to a third party the Data to the extent that it is permitted by this Agreement and that is necessary to enable it to perform its obligations under this Agreement.

...apt, translate, arrange or... o the Database Owner to... s Agreement and that is... r this Agreement.

12.4 The Data Provider shall own the copyright in the Data Provider's Data and shall make available to its employees [or sub-contractors] the Data to the extent that it is necessary to enable it to perform its obligations under this Agreement.

... Database to those of its... t is necessary to enable it

12.5 The Data Provider shall not be permitted by this Agreement, to extract or otherwise re-utilise the Data for any commercial purposes including, but not limited to, creating or distributing databases, reselling or otherwise distributing the Data.

...mitted by this Agreement, ...abase for any commercial... ng databases, reselling or

12.6 In addition to the standard provisions of Intellectual Property law, the Database Owner shall be entitled to seek injunctive relief to restrain any actual or apprehended breach of any provision of this Clause 12. Furthermore, the Data Provider shall be liable to the Database Owner in full compensation of all expenses (including loss of profits) which may be incurred by the Database Owner as a result of the Data Provider's breach of this Clause 12.

... Intellectual Property law, ...njunctive relief to restrain... sions of this Clause 12... e Database Owner in full... penses (including loss of... er as a result of the Data

## 13. Confidentiality

13.1 Each Party undertakes that it shall keep confidential all Confidential Information disclosed to it by the other Party in writing by the other Party, at all times during the continuance of this Agreement and for a period of [number] years] after its termination:

...y sub-Clause 13.2 or as... , at all times during the... number>> years] after its

13.1.1 keep confidential all Confidential Information;

13.1.2 not disclose any Confidential Information to any other person;

...ny 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;

...y purpose other than as... his Agreement;

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

...or part with possession of

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

...s, employees, agents or... Party, would be a breach... 1.4 above.

13.2 Either Party may:

13.2.1 disclose any Confidential Information to:

13.2.1.1 any sub-contractor;

... Party;

13.2.1.2 any governmental body;

...or regulatory body; or

13.2.1.3 any employee of the Party or of any of the

... Party or of any of the





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to such extent only a  
this Agreement, or a  
Party first informing  
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such body as is m  
authorised employe  
submitting to the oth  
question, as nearly a  
the Confidential Inf  
purposes for which th

purposes contemplated by  
each case subject to that  
on that the Confidential  
the disclosure is to any  
13.2.1.2 above or any  
(such body) obtaining and  
taking from the person in  
of this Clause, to keep  
d to use it only for the  
d

13.2.2 use any Confidential  
other person, to the  
or at any time after  
fault of that Party,  
disclose any part of  
knowledge.

purpose, or disclose it to any  
the date of this Agreement,  
public knowledge through no  
so that Party does not  
information which is not public

13.3 The provisions of this Clau  
their terms, notwithstanding

force in accordance with  
agreement for any reason.

**14. Term and Termination**

14.1 This Agreement shall comm

14.2 The Initial Term of <<insert  
that the Data becomes co  
clients for the first time.

all commence on the date  
to the Database Owner's

14.3 The term of this Agreement  
or until terminated by one  
written notice to the other t  
anniversary thereafter.

to year thereafter unless  
t <<insert period>> prior  
the Initial Term or on any

14.4 Either Party has the right to

immediately if the other:

14.4.1 has committed a m  
breach is capable of  
immediately will be e  
the breach within <<  
notice to do so; or

Agreement, unless such  
se the right to terminate  
Party has failed to remedy  
<<30 days>> after a written

14.4.2 goes into bankruptcy  
for the purposes  
amalgamation) or if  
any part of its assets

entary or compulsory (save  
porate reconstruction or  
in respect of the whole or

14.5 The Database Owner shall  
accordance with sub-Claus  
changes to the format of  
Owner shall provide at leas  
Provider.

minate this Agreement in  
the Data Provider makes  
use 9.2. The Database  
written notice to the Data

14.6 In the event of termination u  
Owner shall continue to hav  
this Agreement in perpetuity

any reason, the Database  
d all Data acquired under



15. **Assignment**

Neither Party shall assign, transfer to any third party the benefit and/or consent of the other, such consent

in any other manner make over without the prior written consent of the other Party, which consent shall be withheld.

16. **Notices**

16.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

16.2 Notices shall be deemed to be given:

16.2.1 when delivered, if delivered by hand or by registered mail) during normal business hours of the recipient; or

by a messenger (including overnight courier) during normal business hours of the recipient; or

16.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or

by e-mail and a successful transmission report is received; or

16.2.3 on the fifth business day after mailing, if mailed by national or international ordinary mail, postage prepaid; or

by registered mail, if mailed by national or international ordinary mail, postage prepaid; or

16.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.

by airmail, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be deemed to be given to the most recent address, e-mail address, or fax number of the other Party.

to the most recent address, e-mail address, or fax number of the other Party.

17. **Force Majeure**

Neither Party to this Agreement shall be liable for their obligations where such failure or delay is due to a reasonable control of that Party. Such failures, Internet Service Provider outages, storms, earthquakes, acts of terrorism, or any other event that is beyond the control of the Party.

failure or delay in performing its obligations where such failure or delay is due to a cause that is beyond the reasonable control of that Party. Such failures are not limited to: power outages, Internet Service Provider outages, storms, earthquakes, acts of terrorism, civil unrest, fire, flood, or any other event that is beyond the control of the Party.

18. **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 enforceable.

of the provisions of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable. The

19. **Entire Agreement**

19.1 This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. Neither Party shall be liable for any representation made or omission in this Agreement, save as expressly stated in this Agreement, this

entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. Neither Party shall be liable for any representation made or omission in this Agreement, save as expressly stated in this Agreement, this

19.2 Unless otherwise expressly stated in this Agreement, this

in this Agreement, this

Agreement may be varied or amended by both of the Parties.

20. **No Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any other provision of this Agreement and shall not constitute a continuing waiver.

21. **Law and Jurisdiction**

21.1 This Agreement (including all rights and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement (including all rights and obligations arising therefrom or associated therewith) shall be referred to the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been made and signed on the day and year first before written

SIGNED by

<<Name and Title of person signing for Database Owner's Name>>  
for and on behalf of <<Database Owner's Name>>

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

SIGNED by

<<Name and Title of person signing for Data Provider's Name>>  
for and on behalf of <<Data Provider's Name>>

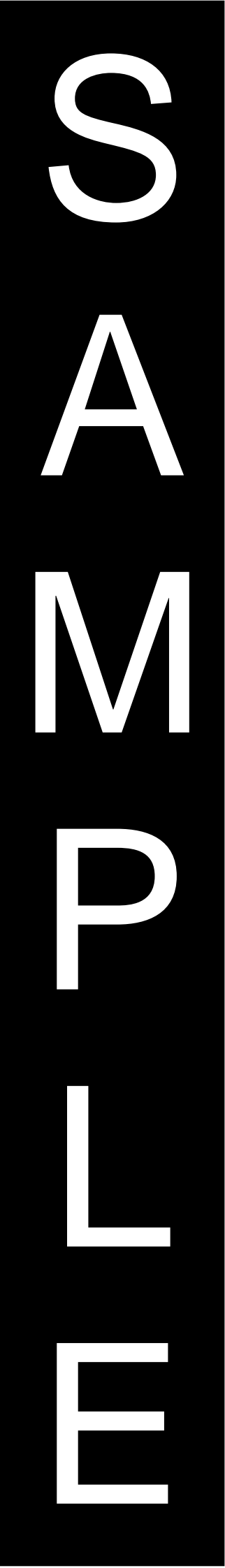
In the presence of  
<<Name & Address of Witness>>



SC

**Data Specification**

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



SC

**The Database**

<<Insert details of the Database>>



SC

**Delivery of Data**

**Delivery Times**

<<Insert details of delivery times>>

**Delivery Method**

<<Insert details of delivery method>>



SC

**Fees**

<<Insert details of Fees and payment>>

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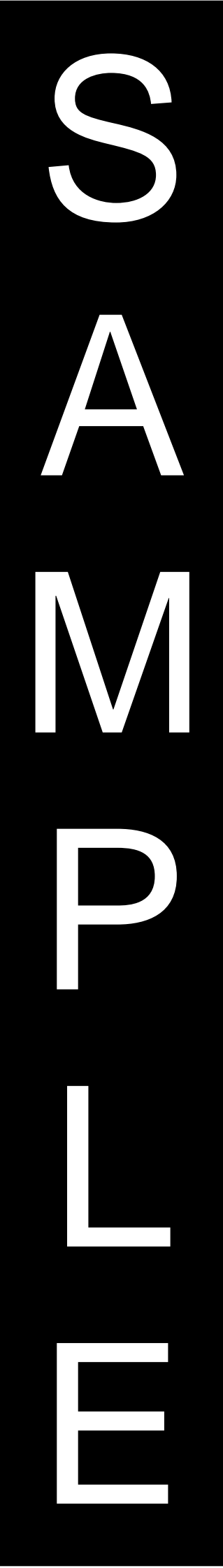
**Liquidated Damages**

The sum of £<<insert sum>> shall be allowed for each day that delivery of Data is delayed in breach of this Agreement from the day after the Data concerned is due to be delivered subject to a maximum of £<<insert sum>> representing a maximum of <<insert number of days>> days' delay of that Data.

each day that delivery of the day after the Data of that Data of £<<insert sum>> representing a maximum of <<insert number of days>> days' delay of that Data.

Payment of such liquidated damages for the delay in delivery of that Data for those days. Such payment shall be without prejudice to any claim in respect of any further delay in delivery of that Data for a number of days for which this Schedule provides.

Such payment shall be without prejudice to the said maximum number of days for which this Schedule provides.





**Support**

<<Insert details of support staff including n

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