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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Service Provider>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Provider”)
- (2) <<Name of Client>> [a company] incorporated in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Client”)

**WHEREAS:**

- (1) The Service Provider is engaged in the business of providing services in relation to <<insert type of business>> as reasonable skill, knowledge, qualifications and experience.
- (2) The Client wishes to engage the Service Provider to provide the Services detailed in Schedule 1, subject to, and on the terms and conditions of this Agreement.
- (3) The Service Provider has agreed to provide the Services to the Client, subject to this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

**“Agreement Review”** means the period of time of this Agreement which will be in accordance with Clause 7 at the end of the term in that Clause;

**“Business Day”** means any day (other than Saturday or Sunday) on which banks are open for their full range of banking services in <<insert location>>;

**“Client’s Representative”** means the person (name and position)>> who shall be acting on behalf of the Client in dealing with the Service Provider’s representatives in accordance with Clause 7, or any other person who the Client may from time to time nominate;

**“Client’s Management Representative”** means the person (name and position)>> who shall be acting on behalf of the Client in dealing with the Service Provider’s representatives in accordance with Clause 7, or any other person who the Client may from time to time nominate;

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**“Client’s Performance Representative”**

**“Commencement Date”**

**“Confidential Information”**

**“Data Protection Legislation”**

**“Default Fee”**

**“Fees”**

**“Intellectual Property Rights”**

**“Performance Report”**

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name and position>> who shall be responsible for the monitoring of the provision of the Service in accordance with the Service Levels or such other person who the Client may from time to time nominate;

the date on which this Agreement comes into effect in accordance with Clause 2 below;

information disclosed to either Party, information which is confidential to either Party by the other Party in connection with this Agreement whether or not the information is expressly identified as confidential or marked as such);

the applicable data protection legislation in force from time to time in the United Kingdom applicable to data privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) which forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 (and any amendments thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

the fee payable by the Service Provider to the Client in order to meet the required Service Levels in accordance with the provisions of Clause 5 and Schedule 2;

the fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 2;

all patents, rights in inventions, trade marks, trade and business names, associated goodwill, rights to sue for unfair competition, copyright, design rights, related rights, rights in databases, domain names, rights in know-how and trade secrets) and any other rights (subsisting whether registered or unregistered and including the right to sue for infringement) in any part of the world, in respect of which the Client has applied for, and renewals or extensions of, such rights for their full term;

the report detailing the performance of the Service in accordance with the Service Levels, prepared in accordance with the provisions of Clause 8 and Schedule 3;

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["Premises"]

its premises at <<insert address>>  
premises as may be notified from time  
to time to the Service Provider;]

"Services"

Services to be provided by the Service  
Provider as set out in Schedule 1; and

"Service Levels"

Service Levels to which the Service  
Provider shall adhere in providing the Service  
as set out in Schedule 3 and Clause 8;

"Service Provider's  
Representative"

<<insert name and position>> who shall be  
authorized to act on behalf of the Service  
Provider in accordance with Clause 7, or  
any other person who the Service Provider may  
from time to time nominate;

"Service Provider's  
Management  
Representative"

<<insert name and position>> who shall be  
authorized to act on behalf of the Service  
Provider in accordance with  
Clause 7, or any other person who the Service  
Provider may from time to time nominate;

"Service Provider's  
Performance  
Representative"

<<insert name and position>> who shall be  
authorized to act on behalf of the Service  
Provider for the monitoring of the provision of the  
Service in accordance with the Service Levels  
or any other person who the Service Provider  
may from time to time nominate;

"Term"

Term of this Agreement as set out in

1.2 Unless the context

of a reference in this Agreement to:

1.2.1 "writing", and  
any other communication  
by any means, including  
similar means;

any reference to any  
document, includes a reference to any  
document in electronic or facsimile transmission or  
any other form;

1.2.2 a statute or  
regulation or other  
provision as in force  
at the relevant time;

any reference to that statute or  
regulation or other provision is a reference to that statute or  
regulation or other provision as in force at the relevant time;

1.2.3 "this Agreement"  
means this Agreement and  
each of the Schedules  
attached to this Agreement;

any reference to this Agreement and each of the  
Schedules attached to this Agreement is a reference to this Agreement and each of the  
Schedules attached to this Agreement at the relevant time;

1.2.4 a Schedule means  
a Schedule attached to  
this Agreement; and

any reference to a Schedule is a reference to a Schedule attached to  
this Agreement; and

1.2.5 a Clause or  
Paragraph means a Clause  
(other than this Clause  
or Paragraph) of a  
Schedule attached to  
this Agreement;

any reference to a Clause of this Agreement  
or Paragraph of a Schedule is a reference to a Clause of this Agreement  
or Paragraph of the relevant Schedule.

1.2.6 a "Party" or  
"Parties" means the  
parties to this Agreement.

any reference to the parties to this Agreement is a reference to the parties to this Agreement.

1.3 The headings used  
in this Agreement shall  
have no effect upon the  
interpretation of this  
Agreement.

any reference to a Clause or Paragraph of this Agreement is 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.

any reference to a Clause or Paragraph of this Agreement shall include the plural and vice versa.

1.5 References to any  
gender shall include the  
other gender.

any reference to any gender shall include the other gender.

1.6 References to persons  
shall include corporations  
and other legal entities.

any reference to persons shall include corporations and other legal entities.

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2. **Term of Agreement**

2.1 This Agreement will commence on the Commencement Date and shall be in force for an initial Term of <<insert period>> from the Commencement Date to the termination date. The provisions of Clauses 7 and 11.

Commencement Date of <<insert period>> shall be in force for an initial Term of <<insert period>> from the Commencement Date to the termination date. The provisions of Clauses 7 and 11.

2.2 Subject to the provisions of Clause 7, the Term of this Agreement may be extended by mutual agreement in writing. The Term shall thereafter be deemed to be extended for successive periods of <<insert period>> (which shall not exceed 12 months).

Subject to the provisions of Clause 7, the Term of this Agreement may be extended by mutual agreement in writing. The Term shall thereafter be deemed to be extended for successive periods of <<insert period>> (which shall not exceed 12 months).

3. **Service Provider's Obligations**

3.1 The Service Provider shall provide the Services to the Client in accordance with the provisions of Clause 1 and in accordance with the required Service Level Agreement and Schedule 3.

The Service Provider shall provide the Services to the Client in accordance with the provisions of Clause 1 and in accordance with the required Service Level Agreement and Schedule 3.

3.2 The Service Provider shall provide the Services in a reasonable and timely manner in accordance with the provisions of this Agreement.

The Service Provider shall provide the Services in a reasonable and timely manner in accordance with the provisions of this Agreement.

3.3 The Service Provider shall provide the Client with such information and advice in connection with the Services as the Client may request from time to time, and before and during the provision of the Services.

The Service Provider shall provide the Client with such information and advice in connection with the Services as the Client may request from time to time, and before and during the provision of the Services.

3.4 The Service Provider shall endeavour to keep the Client informed of any special requirements) applicable to the Services. To the extent necessary and appropriate, the Service Provider shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

The Service Provider shall endeavour to keep the Client informed of any special requirements) applicable to the Services. To the extent necessary and appropriate, the Service Provider shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

4. **Client's Obligations**

4.1 The Client shall provide the Service Provider with such information in connection with the Services as the Service Provider may require both before and during the provision of the Services.

The Client shall provide the Service Provider with such information in connection with the Services as the Service Provider may require both before and during the provision of the Services.

4.2 The Client shall perform the Services in a reasonable and timely manner in accordance with the provisions of this Agreement.

The Client shall perform the Services in a reasonable and timely manner in accordance with the provisions of this Agreement.

4.3 [The Client shall allow the Service Provider and its personnel access at all reasonable times to the Client's premises for the purpose of providing the Services.]

[The Client shall allow the Service Provider and its personnel access at all reasonable times to the Client's premises for the purpose of providing the Services.]

4.4 The Client shall endeavour to keep the Service Provider informed of any special requirements) applicable to the Services. To the extent necessary and appropriate, the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

The Client shall endeavour to keep the Service Provider informed of any special requirements) applicable to the Services. To the extent necessary and appropriate, the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

5. **Fees, Payment and Records**

5.1 The Client shall pay the Service Provider in accordance with the

The Client shall pay the Service Provider in accordance with the

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provisions of Schedule 3 for the Services provided by the Service Provider in accordance with the terms and conditions of this Agreement.

for the Services provided by the Service Provider in accordance with the terms and conditions of this Agreement.

5.2 All payments required by the Client shall be made with the following bank account: <<insert currency>> <<insert bank name>> <<insert branch name>> <<insert branch address>> <<insert branch city>> <<insert branch country>> as nominated by the other Party, without any set-off, counterclaim or deduction (if any) of tax as that Party is required to deduct or withhold.

5.2 All payments required by the Client shall be made with the following bank account: <<insert currency>> <<insert bank name>> <<insert branch name>> <<insert branch address>> <<insert branch city>> <<insert branch country>> as nominated by the other Party, without any set-off, counterclaim or deduction (if any) of tax as that Party is required to deduct or withhold.

5.3 Where any payment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.

5.3 Where any payment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.

5.4 If either Party fails to pay the amount due to the other pursuant to this Agreement, notwithstanding such failure, the amount due shall bear interest from the due date until payment in full is received, at a rate of <<insert percentage>> per annum over the <<insert bank name>> base rate from time to time.

5.4 If either Party fails to pay the amount due to the other pursuant to this Agreement, notwithstanding such failure, the amount due shall bear interest from the due date until payment in full is received, at a rate of <<insert percentage>> per annum over the <<insert bank name>> base rate from time to time.

5.5 Each Party shall:

5.5 Each Party shall:

5.5.1 keep, or procure to be kept, such records and books of account as may be required by the other Party pursuant to this Agreement;

5.5.1 keep, or procure to be kept, such records and books of account as may be required by the other Party pursuant to this Agreement;

5.5.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy such records and books of account and, to the extent that they relate to the sums payable by that Party, to take copies of them;

5.5.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy such records and books of account and, to the extent that they relate to the sums payable by that Party, to take copies of them;

5.5.3 within <<insert interval>>, send to the other Party an auditors' certificate as to the sums paid by that Party pursuant to this Agreement <<insert interval>>.

5.5.3 within <<insert interval>>, send to the other Party an auditors' certificate as to the sums paid by that Party pursuant to this Agreement <<insert interval>>.

6. **Provision of the Services**

6.1 The Service Provider shall, from the start of the term of this Agreement, provide the Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of Schedule 3 and the Service Levels as specified in Schedule 3.

6.1 The Service Provider shall, from the start of the term of this Agreement, provide the Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of Schedule 3 and the Service Levels as specified in Schedule 3.

6.2 The Service Provider shall provide the Services only as specified in Schedule 3 unless otherwise agreed by the Parties.

6.2 The Service Provider shall provide the Services only as specified in Schedule 3 unless otherwise agreed by the Parties.

6.3 The Service Provider shall ensure that it complies with all applicable laws, regulations, codes of conduct and any other rules relevant to the Services.

6.3 The Service Provider shall ensure that it complies with all applicable laws, regulations, codes of conduct and any other rules relevant to the Services.

6.4 The Service Provider shall take proper care to ensure that the Services do not have any adverse effect on the Client.

6.4 The Service Provider shall take proper care to ensure that the Services do not have any adverse effect on the Client.

6.5 In the event that the Service Provider fails to comply with any breach of any of the terms and conditions of this Agreement, the Client shall be entitled to require the Service Provider to provide the Services to the Client in accordance with the required Service Levels. The provisions of this Agreement shall apply to the provision of the Services.

6.5 In the event that the Service Provider fails to comply with any breach of any of the terms and conditions of this Agreement, the Client shall be entitled to require the Service Provider to provide the Services to the Client in accordance with the required Service Levels. The provisions of this Agreement shall apply to the provision of the Services.

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6.5.1 the Client may require the Service Provider to

the Service Provider requiring the

6.5.2 if the Service Provider fails to comply with any such notice given under sub-Clause 6.5.1, the Client shall be entitled to

with any such notice given under sub-Clause 6.5.1, the Client shall be entitled to

6.5.2.1 the Client shall be entitled to obtain any of the Services affected by the failure of the Service Provider to satisfy its obligations under sub-Clause 6.5.1, until such time as the Service Provider has rectified the failure and

obtain any of the Services affected by the failure of the Service Provider to satisfy its obligations under sub-Clause 6.5.1, until such time as the Service Provider has rectified the failure and

6.5.2.2 the Service Provider shall, on demand to the Client by way of data, provide the Client with a copy of data which the cost to the Client of obtaining such data shall not exceed the cost to the Service Provider of providing such data, plus a sum equal to any reasonable loss (including loss of business) suffered by the Client as a result of the Service Provider's failure to comply with the demand.

on demand to the Client by way of data, provide the Client with a copy of data which the cost to the Client of obtaining such data shall not exceed the cost to the Service Provider of providing such data, plus a sum equal to any reasonable loss (including loss of business) suffered by the Client as a result of the Service Provider's failure to comply with the demand.

6.6 The obligations of the Service Provider shall not be affected by the termination of this Agreement.

under sub-Clause 6.5.2 shall not be affected by the termination of this Agreement.

6.7 The rights of the Client under this Agreement shall be in addition to, and without prejudice to, the rights of the Client which are not limited to, its rights under sub-Clause 8.5.

6.5 shall be in addition to, and without prejudice to, the rights of the Client which are not limited to, its rights under the Service Provider arising under sub-Clause 8.5.

6.8 [Subject to its obligations under the terms and conditions of this Agreement, the Client shall, on demand to the Service Provider under the terms and conditions of this Agreement, notify, inform or otherwise arrange for any Services (which are not limited to, its rights under sub-Clause 8.5) to be provided by any third party whatsoever.]

6.5 shall be in addition to, and without prejudice to, the rights of the Client which are not limited to, its rights under the Service Provider arising under the terms and conditions of this Agreement, notify, inform or otherwise arrange for any Services (which are not limited to, its rights under sub-Clause 8.5) to be provided by any third party whatsoever.]

6.9 [The Service Provider shall, on demand to the Client, provide any service which is necessary for the benefit of any third party (including any third party in <<insert territory name>> Buckinghamshire) who is a customer of the Client, with the consent not to be unreasonably withheld or delayed.]

6.5 shall be in addition to, and without prejudice to, the rights of the Client which are not limited to, its rights under the Service Provider arising under the terms and conditions of this Agreement, notify, inform or otherwise arrange for any Services (which are not limited to, its rights under sub-Clause 8.5) to be provided by any third party whatsoever.]

7. **Service and Agreement Management**

7.1 The Client and the Service Provider shall arrange meetings between the Client's Representative and the Service Provider's Representative at regular intervals in order to discuss the provision of the Services in accordance with the Service Levels, where relevant, based upon Performance Levels, in accordance with Clause 8 and Schedule 3.

7.1 The Client and the Service Provider shall arrange meetings between the Client's Representative and the Service Provider's Representative at regular intervals in order to discuss the provision of the Services in accordance with the Service Levels, where relevant, based upon Performance Levels, in accordance with Clause 8 and Schedule 3.

7.2 Both Parties shall participate in such meetings and shall use their reasonable endeavours to ensure that any and all agreed actions to be taken with respect to the Services, the Service Levels and the obligations under this Agreement.

7.2 Both Parties shall participate in such meetings and shall use their reasonable endeavours to ensure that any and all agreed actions to be taken with respect to the Services, the Service Levels and the obligations under this Agreement.

7.3 The Client and the Service Provider shall arrange meetings between the Client's Representative and the Service Provider's Representative at regular intervals in order to discuss the provision of the Services in accordance with the Service Levels, where relevant, based upon Performance Levels, in accordance with Clause 8 and Schedule 3.

7.3 The Client and the Service Provider shall arrange meetings between the Client's Representative and the Service Provider's Representative at regular intervals in order to discuss the provision of the Services in accordance with the Service Levels, where relevant, based upon Performance Levels, in accordance with Clause 8 and Schedule 3.

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Client's Management Representative at regular intervals (e.g. quarterly) in order to discuss matters and any other matters arising from the provision of the Services.

the Service Provider's Management Representative at regular intervals (e.g. quarterly) in order to discuss matters and any other matters arising from the provision of the Services.

7.4 In addition to the meetings held pursuant to sub-Clause 7.1, the Client's Management Representative and the Service Provider's Management Representative shall, in their <<insert interval, e.g. quarterly>> meetings conduct an Agreement Review during which they shall discuss, propose, discuss and agree upon any changes to the Agreement including, but not limited to, its terms and conditions. Any such agreed changes shall not be effective unless approved in writing and signed by the duly authorised representatives of the Client and the Service Provider.

In addition to the meetings held pursuant to sub-Clause 7.1, the Client's Management Representative and the Service Provider's Management Representative shall, in their <<insert interval, e.g. quarterly>> meetings conduct an Agreement Review during which they shall discuss, propose, discuss and agree upon any changes to the Agreement including, but not limited to, its terms and conditions. Any such agreed changes shall not be effective unless approved in writing and signed by the duly authorised representatives of the Client and the Service Provider.

7.5 No later than <<insert interval, e.g. quarterly>> after the end of the current Term of this Agreement, the Client's Management Representative and the Service Provider's Management Representative shall conduct an Agreement Review during which the renewal or termination of this Agreement shall be determined. In the event that the Agreement is agreed upon, the provisions of sub-Clause 7.4 shall apply.

No later than <<insert interval, e.g. quarterly>> after the end of the current Term of this Agreement, the Client's Management Representative and the Service Provider's Management Representative shall conduct an Agreement Review during which the renewal or termination of this Agreement shall be determined. In the event that the Agreement is agreed upon, the provisions of sub-Clause 7.4 shall apply.

7.6 Notwithstanding the provisions of sub-Clause 7.4, in the event that changes to the Agreement are required for legal, legislative or regulatory reasons, the Client shall have the right to call for an immediate Agreement Review and the necessary changes and action to be taken. Any such agreed changes shall not be effective unless approved in writing and signed by the duly authorised representatives of the Client and the Service Provider.

Notwithstanding the provisions of sub-Clause 7.4, in the event that changes to the Agreement are required for legal, legislative or regulatory reasons, the Client shall have the right to call for an immediate Agreement Review and the necessary changes and action to be taken. Any such agreed changes shall not be effective unless approved in writing and signed by the duly authorised representatives of the Client and the Service Provider.

8. **Performance Management**

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8.1 For the purposes of managing performance under this Agreement the Client shall appoint the Client's Performance Representative and the Service Provider shall appoint a "Performance Representative" (each as defined in sub-Clause 8.2) (together the "Performance Representatives") to ensure that the Services are provided in accordance with the Service Levels and the terms and conditions of this Agreement.

For the purposes of managing performance under this Agreement the Client shall appoint the Client's Performance Representative and the Service Provider shall appoint a "Performance Representative" (each as defined in sub-Clause 8.2) (together the "Performance Representatives") to ensure that the Services are provided in accordance with the Service Levels and the terms and conditions of this Agreement.

8.2 The provision of the Services shall be monitored by [the Client's Performance Representative] [and] [the Service Provider's Performance Representative] in accordance with the provisions of Schedule 3.

The provision of the Services shall be monitored by [the Client's Performance Representative] [and] [the Service Provider's Performance Representative] in accordance with the provisions of Schedule 3.

8.3 All data collected in accordance with Clause 8 and to Schedule 3 shall be reported to [the Client] [and] [the Service Provider] monthly.

All data collected in accordance with Clause 8 and to Schedule 3 shall be reported to [the Client] [and] [the Service Provider] monthly.

8.4 Performance Reports shall be provided to the Client's Performance Representative for review and the Service Provider's Management Representative shall be held in accordance with sub-Clause 7.1.

Performance Reports shall be provided to the Client's Performance Representative for review and the Service Provider's Management Representative shall be held in accordance with sub-Clause 7.1.

8.5 If at any time during the term of this Agreement, the Service Provider fails to provide the Services in accordance with the Service Levels, the following

If at any time during the term of this Agreement, the Service Provider fails to provide the Services in accordance with the Service Levels, the following

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or at any time  
fault of that  
not disclose  
knowledge.

ness, public knowledge through no  
use or disclosure, that Party must  
Confidential Information that is not public

9.3 The provisions of the  
terms, notwithstanding

shall be in force in accordance with their  
Agreement for any reason.

10. **Intellectual Property Rights**

10.1 [The Service Provider  
Property Rights that  
by the Service Provider  
Provider shall be deemed  
licence of any and all  
with the terms and conditions

ownership of any and all Intellectual  
Products of the Services as provided  
under the terms of this Agreement, the Service  
Provider shall grant a royalty-free, [non-]exclusive  
licence to use the same in accordance  
with the terms and conditions of the Services.

10.2 In complying with  
hereby undertakes  
actions that may be  
exclusively bear any

Clause 10.1, the Service Provider  
shall enter into all such agreements and perform any such  
actions to bring such licences into effect and shall  
bear the cost thereof.]

**OR**

10.1 [Subject to the receipt  
the Service Provider  
Property Rights that  
by the Service Provider

shall be assigned to the Client under this Agreement,  
ownership of any and all Intellectual  
Products of the Services as provided  
under the terms of this Agreement, the Service  
Provider shall grant a royalty-free, [non-]exclusive  
licence to use the same in accordance  
with the terms and conditions of the Services.

10.2 In complying with  
hereby undertakes  
actions that may be  
exclusively bear any

Clause 10.1, the Service Provider  
shall enter into all such assignments and perform any such  
actions to bring such assignments into effect and shall  
bear the cost thereof.]

11. **Termination**

11.1 Either Party may terminate  
<<insert notice period>>  
<<insert minimum term>>

by giving to the other not less than  
<<insert notice period>> to expire on or at any time after

11.2 Either Party may terminate  
the other Party if:

the Agreement by giving written notice to

11.2.1 any sum owed  
provisions of  
due date for

the other Party under any of the  
provisions of this Agreement shall be paid within <<insert period>> of the

11.2.2 the other Party  
this Agreement  
it within <<insert period>>  
particulars of

breach of any of the provisions of  
this Agreement which is not capable of remedy, fails to remedy  
within <<insert period>> of being given written notice giving full  
details of the breach and requiring it to be remedied;

11.2.3 an encumbrance  
company, a  
that other Party

is a company, or where the other Party is a  
company, or where the other Party is a company,  
if any of the property or assets of

11.2.4 the other Party  
being a company  
the meaning

arrangement with its creditors or,  
if the other Party is a company, to an administration order (within  
the meaning of section 86);

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11.2.5 the other Party, or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party is not bound by or subject to any order imposed on the other Party under this Agreement;

or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party is not bound by or subject to any order imposed on the other Party under this Agreement;

11.2.6 anything and all in the foregoing under the law of any jurisdiction of the other Party;

foregoing under the law of any jurisdiction of the other Party;

11.2.7 the other Party to cease, to carry on business; or

to cease, to carry on business; or

11.2.8 control of the other Party by any person or connected persons not independent of the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

ed by any person or connected persons not independent of the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

11.3 The Client shall have the right to terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Service with the Service Levels for the period set out in sub-clause 11.2.1.

terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Service with the Service Levels for the period set out in sub-clause 11.2.1.

11.4 The right to terminate this Agreement given by this Clause 11 shall not be prejudiced in any way by the fact that the other Party is in breach of any of the provisions of this Agreement (if any) on the date of termination.

ven by this Clause 11 shall not be prejudiced in any way by the fact that the other Party is in breach of any of the provisions of this Agreement (if any) on the date of termination.

**12. Post-Termination**

Upon the termination of this Agreement, the following shall apply:

on:

12.1 any sum owing by either Party to the other Party under any of the provisions of this Agreement shall remain due and payable;

any sum owing by either Party to the other Party under any of the provisions of this Agreement shall remain due and payable;

12.2 any rights or obligations of either Party shall remain in full force and effect notwithstanding the termination of this Agreement;

Parties to this Agreement may be bound by any rights or obligations which shall remain in full force and effect notwithstanding the termination of this Agreement;

12.3 termination shall not affect the right of either Party to damages or other remedy in respect of the event giving rise to the termination or any other remedy which either Party may have in respect of this Agreement which existed at or before the date of termination;

right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which either Party may have in respect of this Agreement which existed at or before the date of termination;

12.4 subject as provided in clause 12.6, neither Party shall be liable to the other Party for any obligation to the other;

except in respect of any accrued obligations, neither Party shall be liable to the other for any obligation to the other;

12.5 each Party shall retain ownership of any materials in which the ownership has not been transferred to the other Party, which have, for any reason, been provided for the purposes of this Agreement;

any materials in which the ownership has not been transferred to the other Party, which have, for any reason, been provided for the purposes of this Agreement;

12.6 each Party shall (except in respect of any accrued obligations) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party all documents, materials and information in its possession or control which contain or record Confidential Information.

ed to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party all documents, materials and information in its possession or control which contain or record Confidential Information.

**13. Liability and Indemnity**

13.1 The Service Provider shall hold harmless the Client, its subcontractors, agents and employees from and against any and all claims, damages, losses and expenses (including reasonable legal costs) which the Client, its subcontractors, agents and employees may incur or suffer as a result of the use of the Service.

and hold harmless the Client, its subcontractors, agents and employees from and against any and all claims, damages, losses and expenses (including reasonable legal costs) which the Client, its subcontractors, agents and employees may incur or suffer as a result of the use of the Service.

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costs and liabilities in contract or in tort for loss of or damage to performance or failure to the extent that such contributed to by the any persons for which

of whatsoever nature and whether death of any person or persons or arising out of or in respect of the persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Service Provider or persons otherwise legally liable.

13.2 The Client shall indemnify its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

unless the Service Provider, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

13.3 Except as expressly provided otherwise in this Agreement, neither Party shall be liable for or otherwise (including any liability for negligence) for:

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

13.3.1 any loss of revenue or anticipated savings or profits, or any loss of contracts, anticipated savings or profits, or any loss of business

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

13.3.2 any special interest or loss howsoever arising.

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

13.3.3 For the purpose of this clause, any expense incurred by the Client in connection with a lesser amount of the use of the Service Provider's services under this Agreement.

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

14. **Force Majeure**

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, terrorism, acts of war, government failure, governmental action or any other event which is beyond the control of the Party in question.

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual obligations and shall be in reliance on the performance of this Agreement.]

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

15. **[Data Protection]**

The Service Provider will protect personal information as set out in the Service Provider's <<insert name of Privacy Notice>> available from <<insert location(s)>>.]

the other Party, its subcontractors, agents and employees from and against any and all claims, costs and liabilities of whatsoever nature and whether arising out of or in respect of the performance by the Client or any persons under this Agreement if and to the extent that such losses and expenses are caused or contributed to by the actions of the Client or any persons

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16. **[Data Processing**

16.1 In this Clause 16, “data subject”, “data controller”, “data processor”, and “personal data” shall have the meaning defined in the Data Protection Legislation.

“data subject”, “data controller”, “data processor”, and “personal data” shall have the meaning defined in the Data Protection Legislation.

16.2 [All personal data transferred to the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement set out and incorporated into by the Parties on <<insert date>> [pursuant to the Data Protection Legislation]

[All personal data transferred to the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement set out and incorporated into by the Parties on <<insert date>> [pursuant to the Data Protection Legislation]

**OR**

16.2 [The Parties hereby agree that both shall comply with all applicable data protection requirements under the Data Protection Legislation. This Clause 16 shall not relieve either Party of its obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

[The Parties hereby agree that both shall comply with all applicable data protection requirements under the Data Protection Legislation. This Clause 16 shall not relieve either Party of its obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

16.3 For the purposes of this Clause 16, the Client is the “Data Controller” and the Service Provider is the “Data Processor”.

For the purposes of this Clause 16, the Client is the “Data Controller” and the Service Provider is the “Data Processor”.

16.4 The type(s) of personal data to be processed, and the purposes for which it is to be processed, are set out in Schedule 4.

The type(s) of personal data to be processed, and the purposes for which it is to be processed, are set out in Schedule 4.

16.5 The Data Controller shall ensure that all necessary consents are in place and notices required by the Data Protection Legislation are provided to the Data Processor for the purposes of processing the personal data.

The Data Controller shall ensure that all necessary consents are in place and notices required by the Data Protection Legislation are provided to the Data Processor for the purposes of processing the personal data.

16.6 The Data Processor shall process the personal data in accordance with the instructions under this Agreement:

The Data Processor shall process the personal data in accordance with the instructions under this Agreement:

16.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law;

Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law;

16.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unauthorised access, disclosure, damage or destruction, and (b) are proportionate to the potential harm that may be caused by such events, taking into account the current state of technology and the cost of implementing those measures;

Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unauthorised access, disclosure, damage or destruction, and (b) are proportionate to the potential harm that may be caused by such events, taking into account the current state of technology and the cost of implementing those measures;

16.6.3 Ensure that the Data Processor and its subcontractors are contractually obliged to keep the personal data confidential;

Ensure that the Data Processor and its subcontractors are contractually obliged to keep the personal data confidential;

16.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

16.6.4.1 The Data Controller has/have adequate safeguards for the transfer of personal data;

The Data Controller has/have adequate safeguards for the transfer of personal data;

16.6.4.2 The Data Processor and its subcontractors have enforceable rights and obligations under the law of the UK to enforce the Data Protection Legislation;

The Data Processor and its subcontractors have enforceable rights and obligations under the law of the UK to enforce the Data Protection Legislation;

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16.6.4.3 complies with its obligations under the Data Protection Act 1998, providing an adequate level of protection for the personal data so transferred; and

16.6.4.4 The Processor complies with all reasonable instructions issued by the Data Controller with respect to the personal data;

16.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

16.6.6 Notify the Data Controller of any breach of this Agreement and without undue delay of a personal data breach;

16.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Controller is entitled under this Agreement unless it is required to retain such data by law; and

16.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to ensure compliance with Clause 16 and to allow for audits by the Data Controller or any other person designated by the Data Controller.

16.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under Clause 16.]

**OR**

16.7 [The Data Processor shall not be bound by any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 16 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a sub-contractor, the

16.7.1 Enter into a sub-contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 16 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and

16.7.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]

16.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the other Party shall cease processing personal data under the processing clauses of this Agreement. Such termination shall be without prejudice to the rights of either Party under this Agreement.]]

**17. No Waiver**

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

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18. **Further Assurance**

Each Party shall execute all deeds, documents and things as may be necessary to carry the Agreement into full force and effect.

19. **Costs**

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.

20. **Set-Off**

Neither Party shall be entitled to set-off or sums received in respect of this agreement at any time.

21. **Assignment and Sub-Contracting**

21.1 [Subject to sub-Clause 21.2, neither Party may assign (otherwise than by floating charge) or sub-license, sub-contract or otherwise transfer any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.]

21.2 [[Subject to the provisions of sub-Clause 21.1, the Service Provider shall be entitled to perform its obligations hereunder through any other member of its group, or any other person or sub-contractor. Any act or omission of any such person or sub-contractor shall, for the purposes of this Agreement, be treated as an act or omission of the Service Provider.]

22. **Time**

22.1 [The Parties agree that time is of the essence of this Agreement.]

**OR**

22.2 [The Parties agree that time is not of the essence of this Agreement for guidance only and may be varied by mutual agreement.]

23. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressed in this Agreement.

24. **Non-Solicitation**

24.1 Neither Party shall, during the term of this Agreement and for a period of <<insert

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period>> after its termination by a person who is or was engaged by the other Party at any time in relation to this Agreement [without the express written consent of that Party].

employ or contract the services of any person who is or was engaged by the other Party at any time in relation to this Agreement [without the express written consent of that Party].

24.2 Neither Party shall, after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

25. **Third Party Rights**

25.1 No part of this Agreement shall confer rights on any third parties and accordingly the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

25.2 Subject to this Clause, all terms and conditions shall continue and be binding on the transferee, successors and assigns of the other Party as required.

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

26. **Notices**

26.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

26.2 Notices shall be deemed to have been given:

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

26.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

26.2.2 when sent, by electronic mail or e-mail and a successful transmission is generated; or

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

26.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

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

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the other Party.

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

27. **Entire Agreement**

27.1 [Subject to the provisions of this Agreement] [This] Agreement contains the entire agreement between the Parties and may not be modified or amended orally and may not be modified or amended by any authorised representative of either Party.

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

27.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty or other terms or conditions, warranties or other terms or conditions provided in this Agreement, it does not rely on any representation or warranty or other terms or conditions implied by statute or common law.

employment and for a period of <<insert period>> after its termination by a person who is or was engaged by the other Party any customer or supplier, cause damage to the other Party [without the express written consent of that Party].

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28. **Counterparts**

This Agreement may be executed by one or more counterparts and by the Parties to it on separate occasions. Each copy when so executed and delivered shall be an original, but all copies together shall constitute one and the same instrument.

number of counterparts and by the Parties to it on separate occasions when so executed and delivered together shall constitute one and the same instrument.

29. **Severance**

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

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

30. **Dispute Resolution**

30.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations. The Parties shall have the authority to bind themselves to any agreement reached.

dispute arising out of or relating to this Agreement through negotiations. The Parties shall have the authority to bind themselves to any agreement reached.

30.2 [If negotiations under this Clause do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, the Parties shall attempt to resolve the matter through Dispute Resolution.

do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution process.

30.3 [If the ADR procedure under this Clause does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, the Parties shall attempt to resolve the matter through arbitration by either Party.

30.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, that procedure, or if either Party will not participate in the arbitration, the dispute may be referred to arbitration by either Party.

30.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of a set of Rules for Arbitration that may be required.

30.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of a set of Rules for Arbitration that may be required.

30.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other relief.

either Party or its affiliates from applying to a court for an injunction or other relief.

30.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause shall [not] be final and binding on both Parties.

and outcome of the final method of dispute resolution under this Clause shall [not] be final and binding on both Parties.

31. **Law and Jurisdiction**

31.1 This Agreement (including any dispute arising out of or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

all matters and obligations arising out of or associated therewith shall be governed by, and construed in accordance with, the law of England and Wales.

31.2 Subject to the provisions of this Clause, any dispute, controversy, proceedings or claim between the Parties arising out of or associated with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim arising out of or associated with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

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**IN WITNESS WHEREOF** this Agreement is  
before written

executed the day and year first

SIGNED by  
<<Name and Title of person signing  
for and on behalf of <<Service Provider>>

>>

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

SIGNED by  
<<Name and Title of person signing  
for and on behalf of <<Client's Name>>

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

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**Services**

<<Insert a complete specification of the Services provided by the Service Provider to the Client under this Agreement>>

ded by the Service Provider to the

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**Fees and Payment**

<<Insert complete details of the Fees and Payment. Provide details including, but not limited to, the sums due, the frequency of payments, the invoicing methods etc.>>

**Default Fees**

<<Insert complete details of Default Fees for the Service Provider for failure to meet the Service Levels. Provide details of how Default Fees are to be calculated with reference to the Service Levels>>

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**Service Levels**

<<Provide complete details of the methods or units used to quantify s

ls including, where relevant, the

**Performance Monitoring**

<<Provide a specification detailing standard system is to be used, if collected and how that data relates

be monitored and measured. If a system. Specify what data will be performance>>

**Performance Report**

<<Provide a specification / template recording performance>>

e Report which will be used for

**Submission of Performance Reports**

<<Provide a timetable for the collection reports, and the submission Representatives>>

ta, the compilation of performance Reports to the Performance

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**1. Data Processing**

**Scope**

<<Insert description of the scope of the processing to be carried out>>.

**Nature**

<<Insert description of the nature of the processing to be carried out>>.

**Purpose**

<<Insert description of the purpose of the processing to be carried out>>.

**Duration**

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

**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 to be processed>>.

**4. Organisational and Technical Measures**

<<Describe the organisational and technical measures to be implemented as referenced in Clause 16.6.2>>.

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