

STANDARD SERVICE CONDITIONS

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BACKGROUND:

<<Name of Service Provider>> provides <<insert nature of services>> services to business <<insert nature of business>> The Service Provider has reasonable skill, knowledge and experience in the <<insert nature of services>> and Conditions shall apply to the provision of services by the Service Provider.

>> (the "Service Provider") provides <<insert nature of services>> services to business <<insert nature of business>> The Service Provider has reasonable skill, knowledge and experience in the <<insert nature of services>> and Conditions shall apply to the provision of services by the Service Provider.

1. Definitions and Interpretation

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

the context otherwise requires, the following expressions shall have the meanings:

“Agreement”

the Agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions and any amendments thereof agreed upon by both Parties shall govern provision of the Services;

“Business Day”

any day (other than Saturday or Sunday) on which the premises are open for their full range of services at <<insert location>>;

“Client”

the Client requiring the Services from the Service Provider shall be identified in the Agreement;

“Commencement Date”

the date on which provision of the Services will commence as stated in the Agreement;

“Confidential Information”

information disclosed by either Party, information which is confidential to either Party by the other Party pursuant to the Agreement (whether orally or in writing, in any form or medium, and whether or not the information is expressly stated to be confidential or otherwise);

“Data Protection Legislation”

the Data Protection legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the Data Protection Act 1998, the revised EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies to England and Wales, Scotland, and Northern Ireland (by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

“Fees”

the Fees payable by the Client to the Service Provider under the Agreement, as specified in the Agreement;

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“Services”

to be provided by the Service Provider in accordance with Clause 2 of the Agreement, and the terms, conditions and conditions of the Agreement;

“Term”

the Agreement as defined therein.

1.2 Unless the context or the Conditions to:

each reference in these Terms and

1.2.1 “writing”, and any communication, includes a reference to any electronic or facsimile transmission or similar means;

condition, includes a reference to any electronic or facsimile transmission or

1.2.2 a statute or provision as

is a reference to that statute or provision as at the relevant time;

1.2.3 “these Terms and Conditions a

a reference to these Terms and Conditions as stated at the relevant time;

1.2.4 a Clause or

reference to a Clause of these Terms and Conditions of the Agreement, as appropriate; and

1.2.5 a "Party" or t

parties to the Agreement.

1.3 The headings used in these Terms and Conditions shall have no effect on the interpretation of these Terms and Conditions.

Conditions are for convenience only and shall not affect the interpretation of these Terms and

1.4 Words imparting the

include the plural and vice versa.

1.5 References to any g

other gender.

1.6 References to perso

persons.

2. Provision of the Services

2.1 With effect from the date of the Agreement, the Service Provider shall, throughout the Term, provide the Services to the Client.

date, the Service Provider shall, throughout the Term, provide the Services to the Client.

2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with the standards of a professional in the <<insert sector/industry>> in the United Kingdom.

Services with reasonable skill and care, commensurate with the standards of a professional in the <<insert sector/industry>> in the United Kingdom.

2.3 The Service Provider shall provide the Services with all reasonable instructions given to it by the Client, provided that such instructions are compatible with the specification of Services in the Agreement.

Services with all reasonable instructions given to it by the Client, provided that such instructions are compatible with the specification of Services in the Agreement.

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

for ensuring that it complies with all applicable statutes, regulations, codes of conduct and any other rules relevant to the Services.

2.5 [The Service Provider shall, from time to time, act on behalf of the Client in relation to certain specified matters related to the Services, act on behalf of the Client in relation to such matters shall not be set out in the Agreement but shall be determined by the Parties as they arise from time to time.]

certain specified matters related to the Services, act on behalf of the Client in relation to such matters shall not be set out in the Agreement but shall be determined by the Parties as they arise from time to time.]

2.6 [The Service Provider shall make reasonable endeavours to accommodate any reasonable change that may be requested by the Client, subject to the Client's approval, in relation to related reasonable changes to the

reasonable endeavours to accommodate any reasonable change that may be requested by the Client, subject to the Client's approval, in relation to related reasonable changes to the

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Fees that may be d [anges.]

3. Client's Obligations

- 3.1 The Client shall u eavours to provide all pertinent information to the S necessary for the Service Provider's provision of the Ser
- 3.2 The Client may, fro sonable instructions to the Service Provider in relation s provision of the Services. Any such instructions sh n the specification of the Services provided in the Agre
- 3.3 In the event that the es the decision, approval, consent or any other comm ent in order to continue with the provision of the Se eof at any time, the Client shall provide the same in manner.
- 3.4 If any consents, li sions are needed from any third parties such as lan ties, local authorities or similar, it shall be the Client ain the same in advance of the provision of the Ser t thereof).
- 3.5 If the nature of the he Service Provider has access to the Client's home d ess to which is lawfully controlled by the Client, the C e Service Provider has access to the same at the tir eeen the Service Provider and the Client as required.
- 3.6 Any delay in the pr esulting from the Client's failure or delay in complying ns of Clause 3 of the Agreement shall not be the resp Service Provider.

4. Fees, Payment and Reco

- 4.1 The Client shall pay e Provider in accordance with the provisions of the Ag
- 4.2 The Service Provid t for Fees due in accordance with the provisions of the
- 4.3 All payments requir to the Agreement by either Party shall be made withi nness Days of receipt by that Party of the relevant invo
- 4.4 All payments requir to the Agreement by either Party shall be made in <<red funds to such bank in <<insert location>> as the r time to time nominate [, without any set-off, withhold such amount (if any) of tax as that Party is required to v.].
- 4.5 Where any paymer ment is required to be made on a day that is not a Bu ade on the next following Business Day.
- 4.6 Without prejudice t the Agreement, any sums which remain unpaid follo eriod set out in sub-Clause 4.3 of the Agreement sha basis at <<insert percentage>>% above the base ra bank>> from time to time until

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payment is made in ... ing sums.

4.7 Each Party shall:

4.7.1 keep, or pr ... account as a ... pursuant to t ... ept, such records and books of ... the amount of any sums payable ... urately calculated;

4.7.2 at the reaso ... agent to insp ... that they rela ... and ... her Party, allow that Party or its ... books of account and, to the extent ... hose sums, to take copies of them;

4.7.3 within <<ins ... obtain at its ... certificate as ... the Agreeme ... end of each <<insert interval>>, ... ly to the other Party an auditors' ... ums paid by that Party pursuant to ... erval>>.

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5. Liability, Indemnity and In

5.1 The Service Provid ... valid insurance that ... s in place at all times suitable and ... ty insurance.

5.2 In the event that ... reasonable care an ... action at no addition ... ills to perform the Services with ... t any and all necessary remedial

5.3 The Service Provid ... of its negligence o ... defined therein. ... loss or damage caused as a result ... ment shall be limited to the sum

5.4 The Service Provid ... Client that results f ... the Service Provid ... ny loss or damage suffered by the ... o follow any instructions given by

5.5 Nothing in these T ... exclude the Service ... or in the Agreement shall limit or ... ath or personal injury.

5.6 Subject to sub-Cl ... indemnify the Clie ... proceedings arising ... ment the Service Provider shall ... ability, damages, loss, claims or ... ler's breach of the Agreement.

5.7 The Client shall in ... damages, loss, cla ... equipment (includin ... Service Provider) ca ... ervice provider against any costs, liability, ... ing from loss or damage to any ... y third parties appointed by the ... agents or employees.

5.8 Neither Party shall ... Agreement by reaso ... of that Party's oblig ... that Party's reaso ... be deemed to be in breach of the ... ning, or any failure to perform, any ... ilure is due to any cause beyond

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6. Guarantee

6.1 The Service Provid ... will be free from ar ... Agreement. ... e product of all Services provided ... period that shall be defined in the

6.2 If any defects in th ... period set out in th ... ces appear during the guarantee ... e Provider shall rectify any and all

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such defects at no c

7. Confidentiality

7.1 Each Party underta
Agreement or as a
during the continua
after its termination:

7.1.1 keep confide

7.1.2 not disclose

7.1.3 not use any
contemplate

7.1.4 not make an
any Confide

7.1.5 ensure that
contractors o
be a breach
Agreement.

7.2 Either Party may:

7.2.1 disclose any

7.2.1.1 any s

7.2.1.2 any g

7.2.1.3 any
afore

to such exte
the Agreem
Services), o
inform the p
Information
such body u
such body)
confidentialit
should be a
Agreement,
it only for the

7.2.2 use any Cor
other person
or at any tim
fault of that
not disclose
knowledge.

7.3 The provisions of
accordance with the
for any reason.

8. Force Majeure

8.1 No Party to the Agr

provided by sub-Clause 7.2 of the
the other Party, it shall, at all times
and [for <<insert period>> years]

information;

tion to any other party;

n for any purpose other than as
terms of the Agreement;

ny way or part with possession of

officers, employees, agents, sub-
which, if done by that Party, would
sub-Clauses 7.1.1 to 7.1.4 of the

to:

of that Party;

thority or regulatory body; or

f that Party or of any of the
es or bodies;

for the purposes contemplated by
limited to, the provision of the
n each case that Party shall first
n question that the Confidential
pt where the disclosure is to any
or any employee or officer of any
ng to the other Party a written
arty in question. Such undertaking
in the terms of Clause 7 of the
nformation confidential and to use
disclosure is made; and

any purpose, or disclose it to any
it is at the date of the Agreement,
nes, public knowledge through no
use or disclosure, that Party must
ntial Information that is not public

ement shall continue in force in
y the termination of the Agreement

r any failure or delay in performing

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their obligations which are beyond the reasonable control of the Party limited to: power failure, civil unrest, fire, flood, governmental action or any other cause in question.

may result from any cause that is beyond the control of the Party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, acts of terrorism, acts of war, or any other cause which is beyond the control of the Party.

8.2 [In the event that a Party cannot perform its obligations hereunder as a result of a force majeure event, the Parties shall agree in writing by written notice at the time of termination that the Parties shall agree to reasonable payment for all Services provided up to the date of termination, taking into account any prior contractual obligations of the Agreement.]

It cannot perform their obligations for a continuous period to be defined in the Agreement, the Parties may, at their discretion, terminate the Agreement. In the event of such termination, the Party shall make reasonable payment for all Services provided up to the date of termination, taking into account any prior contractual obligations in reliance on the performance of the Agreement.

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9. Term and Termination

9.1 The Agreement shall continue for a period of <<insert period>> from the agreed Commencement Date and shall continue until the agreed Termination Date, subject to the provisions of Clause 9 of the Agreement.

The Agreement shall commence on the agreed Commencement Date and shall continue until the agreed Termination Date, subject to the provisions of Clause 9 of the Agreement.

9.2 Either Party shall have the right to terminate the Agreement by giving written notice to the other Party in accordance with sub-Clause 9.1. The Agreement is extended for a further period of <<insert period>>.

Either Party shall have the right to terminate the Agreement by giving written notice to the other Party and extending the Agreement for a further period of <<insert notice period>> up to the expiry of the Term specified in Clause 9.1. The Agreement is extended for a further period of <<insert period>>.

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9.3 Either Party may terminate the Agreement by giving written notice to the other Party if: <<insert notice period>> after the expiry of the minimum term of the Agreement.

Either Party may terminate the Agreement by giving written notice to the other Party if: <<insert notice period>> after the expiry of the minimum term of the Agreement.

9.4 Either Party may terminate the Agreement by giving written notice to the other Party if:

Either Party may terminate the Agreement by giving written notice to the other Party if:

9.4.1 any sum owed to the other Party under any of the provisions of Clause 8 is not paid within <<insert period>> Business Days after the due date of payment;

any sum owed to the other Party under any of the provisions of Clause 8 is not paid within <<insert period>> Business Days after the due date of payment;

9.4.2 the other Party is in breach of any of the provisions of the Agreement which are capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

the other Party is in breach of any of the provisions of the Agreement which are capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

9.4.3 an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a charge is placed on that other Party's assets;

an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a charge is placed on that other Party's assets;

9.4.4 the other Party enters into an arrangement with its creditors or, where the other Party is a company, an administration order (within the meaning of Section 86);

the other Party enters into an arrangement with its creditors or, where the other Party is a company, an administration order (within the meaning of Section 86);

9.4.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party has therefrom effectively agrees to be

the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party has therefrom effectively agrees to be

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bound by or the Agreement

imposed on that other Party under

9.4.6 anything and jurisdiction of

foregoing under the law of any other Party;

9.4.7 the other Pa

to cease, to carry on business; or

9.4.8 control of the persons not persons” shall and 1122 re

ed by any person or connected other Party on the date of the clause 9, “control” and “connected” as prescribed thereto by Sections 1124 and 1122 of the Income Tax Act 2010.

9.5 For the purposes of remedy if the Party respects.

each shall be considered capable of with the provision in question in all

9.6 The rights to terminate remedy of either Party breach.

shall not prejudice any other right or which concerned (if any) or any other

10. **Effects of Termination**

Upon the termination of the

on:

10.1 any sum owing by the Agreement shall be

under any of the provisions of the and payable;

10.2 all Clauses which, after the expiry or termination

of their nature, relate to the period after shall remain in full force and effect;

10.3 termination shall not which the terminating termination or any may have in respect before the date of te

right to damages or other remedy in respect of the event giving rise to the or other remedy which any Party the Agreement which existed at or

10.4 subject as provided any accrued rights other; and

the Agreement and except in respect of under any further obligation to the

10.5 each Party shall (the Agreement) immediately Confidential Information documents in its Confidential Informa

referred to in Clause 7 of the either directly or indirectly, any Party shall return to the other Party any which contain or record any

11. **[Data Protection**

The Service Provider will disclose Service Provider’s <<insert location(s)>>.]

personal information as set out in the Privacy Notice>> available from

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12. **[Data Processing**

12.1 In this Clause 12 a controller”, “data p meaning defined in

12.2 [All personal data t Client, subject to th processed in accord which the Parties sh

OR

12.2 [Both Parties shall out in the Data Agreement shall re Protection Legislat obligations.

12.3 For the purposes of the Agreement, the the “Data Controller

12.4 The type(s) of pe processing, and the to the Agreement.

12.5 The Data Controlle and notices require Processor for the **AND/OR** [the Agree

12.6 The Data Processo relation to its perfo **Conditions**] **AND/O**

12.6.1 Process the Controller u such person the Data Co by law.

12.6.2 Ensure that measures (a data from damage or potential ha current state those meas Data Contro the Agree

12.6.3 Ensure that for processin that persona

12.6.4 Not transfer written cons conditions a

personal data”, “data subject”, “data al data breach” shall have the R.

Service Provider on behalf of the ns and/or the Agreement, shall be a Data Processing Agreement into onal data is processed.]

the data protection requirements set Neither this Clause 12 nor the y obligations set out in the Data move or replace any of those

islation and for this Clause 12 and “Data Processor” and the Client is

be, nature and purpose of the ing shall be set out in a Schedule

s in place all necessary consents nsfer of personal data to the Data [these Terms and Conditions] e to the Agreement].

y personal data processed by it in ligations under [these Terms and

ne written instructions of the Data r is otherwise required to process ta Processor shall promptly notify ng unless prohibited from doing so

ble technical and organisational (Controller) to protect the personal ful processing, accidental loss, ures shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the sor and set out in the Schedule to

cess to the personal data (whether) are contractually obliged to keep

side of the UK without the prior troller and only if the following

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12.6.4.1 and/or the Data Processor has/have safeguards for the transfer of personal

12.6.4.2 ts have enforceable rights and S;

12.6.4.3 omplies with its obligations under legislation, providing an adequate y any and all personal data so

12.6.4.4 t complies with all reasonable dvance by the Data Controller with ing of the personal data.

12.6.5 Assist the D ta Controller’s cost, in responding to any and ta subjects and in ensuring its compliance tion Legislation with respect to security, bre t assessments, and consultations with supervi ators (including, but not limited to, the Informat e);

12.6.6 Notify the D undue delay of a personal data breach;

12.6.7 On the Da instruction, delete (or otherwise dispose of) a and any and all copies thereof to the Data C of the Agreement unless it is required to r data by law; and

12.6.8 Maintain cor rds of all processing activities and technical an ures implemented necessary to demonstrate demonstrate is Clause 12] AND/OR [the Agreement] oy the Data Controller and/or any party design er.

12.7 [The Data Process any of its obligations with respect to the processing [this Clause 12] AND/OR [the Agreement].]

OR

12.7 [The Data Process t any of its obligations to a sub-contractor with resp personal data under [this Clause 12] AND/OR [the prior written consent of the Data Controller (such co nably withheld). In the event that the Data Processor or, the Data Processor shall:

12.7.1 Enter into a n the sub-contractor, which shall impose upon same obligations as are imposed upon the upon the is [Clause 12] AND/OR [the Agreement] both the Data Processor and the Data Contro ations; and

12.7.2 Ensure that lies fully with its obligations under that agreem on Legislation.]

12.8 Either Party may, at st <<insert period, e.g. 30 calendar days’>> notice, all a provisions of the Agreement, replacing them with ocessing clauses or similar terms

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that form part of a
when replaced by a

scheme. Such terms shall apply
ent.]

13. **No Waiver**

No failure or delay by either
shall be deemed to be a waiver
of any provision of the Agreement
breach of the same or any

of its rights under the Agreement
waiver by either Party of a breach
to be a waiver of any subsequent

14. **Further Assurance**

Each Party shall execute
may be necessary to carry

deeds, documents and things as
agreement into full force and effect.

15. **Costs**

Subject to any provisions
incidental to the negotiated
Agreement.

Party shall pay its own costs of and
on and carrying into effect of the

16. **Set-Off**

Neither Party shall be entitled
or sums received in respect
agreement at any time.

in any manner from payments due
under the Agreement or any other

17. **Assignment and Sub-Contract**

17.1 [Subject to sub-Clause
Neither Party may assign
charge) or sub-licence
sub-contract or otherwise
the written consent
withheld.

ent shall be personal to the Parties.
charge (otherwise than by floating
te any of its rights thereunder, or
its obligations thereunder without
h consent not to be unreasonably

17.2 [[Subject to the provisions
be entitled to perform
member of its group
Any act or omission
purposes of the Agreement
Service Provider.]

] **OR** [The] Service Provider shall
undertaken by it through any other
qualified and skilled sub-contractors.
er or sub-contractor shall, for the
to be an act or omission of the

18. **Time**

18.1 [All times and dates
the Agreement.]

agreement shall be of the essence of

OR

18.2 [The times and dates
and shall not be of the
mutual agreement between

agreement shall be for guidance only
agreement and may be varied by

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19. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

20. **Non-Solicitation**

20.1 Neither Party shall, after termination or expiry of the Agreement (which shall be defined in the Agreement) after its termination or expiry, employ or contract with, or otherwise engage, any person who is or was employed or otherwise engaged by that Party any time in relation to the Agreement [without the express written consent of the other Party].

20.1 Neither Party shall, after termination or expiry of the Agreement (which shall be defined in the Agreement) after its termination or expiry, employ or contract with, or otherwise engage, any person who is or was employed or otherwise engaged by that Party any time in relation to the Agreement [without the express written consent of the other Party].

20.2 Neither Party shall, after termination or expiry of the Agreement (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement may result in the loss of business to the business of that Party [without the express written consent of the other Party].

20.2 Neither Party shall, after termination or expiry of the Agreement (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement may result in the loss of business to the business of that Party [without the express written consent of the other Party].

21. **Third Party Rights**

21.1 No part of the Agreement shall be deemed to confer any rights on any third parties and the Contract (Rights of Parties) Act 1999 shall not apply to the Agreement.

21.1 No part of the Agreement shall be deemed to confer any rights on any third parties and the Contract (Rights of Parties) Act 1999 shall not apply to the Agreement.

21.2 Subject to Clause 20, the Agreement shall continue and be binding on the transferee of the business of either Party as required.

21.2 Subject to Clause 20, the Agreement shall continue and be binding on the transferee of the business of either Party as required.

22. **Notices**

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

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

22.2 Notices shall be deemed to have been given:

22.2 Notices shall be deemed to have been given:

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

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

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

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

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

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

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

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

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

23. **Entire Agreement**

23.1 [Subject to the provisions of this Agreement] the Agreement contains the entire agreement between the Parties in respect to its subject matter and

23.1 [Subject to the provisions of this Agreement] the Agreement contains the entire agreement between the Parties in respect to its subject matter and

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may not be modified or amended in writing signed by the duly authorised representative of the Party.

ent in writing signed by the duly

23.2 Each Party shall accept and agree to the terms and conditions of the Agreement, it does not rely on any representation or warranty made by the other Party. The Parties shall not be bound by any provision except as expressly stated in the Agreement. The Parties shall be bound by the terms, conditions, warranties or other terms stated in the Agreement to the fullest extent permitted by law.

ng into the Agreement, it does not rely on any representation or warranty made by the other Party. The Parties shall not be bound by any provision except as expressly stated in the Agreement. The Parties shall be bound by the terms, conditions, warranties or other terms stated in the Agreement to the fullest extent permitted by law.

24. **Counterparts**

The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, and all such counterparts when so executed and delivered shall be deemed to constitute one and the same agreement.

of counterparts and by the Parties to it on separate counterparts, and all such counterparts when so executed and delivered shall be deemed to constitute one and the same agreement.

25. **Severance**

In the event that one or more of the Terms and Conditions is found to be invalid, unenforceable or otherwise unenforceable, that provision(s) shall be severed from the Agreement and/or these Terms and Conditions shall remain in full force and effect.

of the Agreement and/or of these Terms and Conditions is found to be invalid, unenforceable or otherwise unenforceable, that provision(s) shall be severed from the Agreement and/or these Terms and Conditions shall remain in full force and effect.

26. **Dispute Resolution**

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to bind the Parties.

ute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to bind the Parties.

26.2 [If negotiations under Clause 26.1 do not resolve the matter within <<insert number of days>> of a written invitation to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

ne Agreement do not resolve the matter within <<insert number of days>> of a written invitation to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

26.3 [If the ADR procedure under Clause 26.2 does not resolve the matter within <<insert number of days>> of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration.]

26.2 of the Agreement does not resolve the matter within <<insert number of days>> of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration.]

26.4 The seat of the arbitration shall be London, England and Wales and the arbitration shall be governed by the Arbitration Act 1996 and Rules for the Conduct of Arbitration in England and Wales that the Parties agree to apply. The Rules for the Conduct of Arbitration in England and Wales, either Part 1 or Part 2, shall apply to the Proceedings. The President of the Chartered Institute of Arbitrators shall appoint an arbitrator or arbitrators and for any decision on rules of procedure.

e 26.3 of the Agreement shall be referred to arbitration. The seat of the arbitration shall be London, England and Wales and the arbitration shall be governed by the Arbitration Act 1996 and Rules for the Conduct of Arbitration in England and Wales that the Parties agree to apply. The Rules for the Conduct of Arbitration in England and Wales, either Part 1 or Part 2, shall apply to the Proceedings. The President of the Chartered Institute of Arbitrators shall appoint an arbitrator or arbitrators and for any decision on rules of procedure.

26.5 Nothing in Clause 26 shall prohibit either Party or its affiliates from applying for injunctive relief.

shall prohibit either Party or its affiliates from applying for injunctive relief.

26.6 The decision and award of the arbitrator or arbitrators shall be final and binding on both Parties.

method of dispute resolution under Clause 26 shall be final and binding on both Parties.

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27. **Law and Jurisdiction**

27.1 The Agreement and all contractual matters shall be governed by the law of England and Wales.

27.2 Subject to the provisions of the Agreement, any dispute, controversy, proceeding or claim arising out of or in connection with the Agreement or these Conditions (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

Conditions (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

of the Agreement, any dispute, controversy, proceeding or claim arising out of or in connection with the Agreement or these Conditions (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

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