

STANDARD SERVICE PROVIDER TERMS AND CONDITIONS

BACKGROUND:

<<Name of Service Provider>> provides <<insert nature of services>> services to business customers. <<Name of Service Provider>> has reasonable skill, knowledge, and experience in the provision of such services. The Terms and Conditions shall form the basis of contracts for the provision of such services.

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1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

In these Terms and Conditions, the following expressions shall have the meanings:

“Applicable Laws”

laws, regulations, and similar provisions in force applicable to the Services, and to the Contract;

“Business Day”

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

“Business Hours”

<<insert business hours, e.g., 9:00 a.m.>> to <<insert business hours>> on a Business Day;

“Client”

the Customer procuring the Services from the Service Provider under the Contract;

[“Client Equipment”

equipment including computer equipment, <<insert relevant examples>> made accessible by the Client to the Service Provider in relation to the provision of the Services (directly or indirectly) [including, but not limited to, any such equipment set out in [the Specification] OR [<<insert relevant examples>>];

“Client Materials”

information, documents, and other materials provided by the Client to the Service Provider in connection with the provision of the Services (including, but not limited to, any such materials set out in [the Specification] OR [<<insert relevant examples>>];

“Commencement Date”

the date on which the Contract shall enter into force in accordance with Clause 2 (Basis of Contract);

“Confidential Information”

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

“Specification of Services” is the full description and specification of the Services as agreed in writing by the Client and the Service Provider.

1.2 Any reference to any document or any similar expression, includes a reference to any document or any similar expression, including any fax or email.

1.3 Unless otherwise stated, a reference to legislation or a provision thereof is a reference to the legislation or provision as amended or re-enacted from time to time.

1.4 Unless otherwise stated, a reference to legislation or a provision thereof, shall include any amendment or provision made from time to time under that legislation or provision.

1.5 A reference to “Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time.

1.6 A reference to “Contract” is a reference to the contract between the Parties as defined in Clause 1.1 and further set out below in Clause 2 (Basis of Contract).

1.7 A reference to “Parties” refer to the parties to the Contract.

1.8 A reference to an agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.

1.9 Any obligation of a party not to do a particular thing includes an obligation to prevent that thing from being done.

1.10 The Terms and Conditions are for convenience only and shall not be used for the interpretation of the Contract.

1.11 Words in the singular number shall include the plural and vice versa.

1.12 References shall include any other gender.

1.13 References shall include natural persons, corporate, or unincorporated entities, whether or not the same have a separate legal personality.

1.14 References shall include companies, corporations, or other bodies, wherever incorporated or established.

2. Basis of Contract

2.1 An Offer by the Client to procure Services shall be a contractual offer by the Client to procure Services in accordance with and on the basis of these Terms and Conditions.

2.2 An Offer by the Client to procure Services shall be accepted by the Service Provider upon the Service Provider's written acceptance of that Offer in writing.

2.3 Upon the Service Provider's issuing of written acceptance under sub-Clause 2.2, a contract shall come into existence between the Client and the Service Provider. The Service Provider's written acceptance shall be the basis of the Contract.

2.4 These Terms and Conditions shall form the basis of the Contract. Subject to sub-Clause 10.8 (Data Processing)], any other terms or conditions [the Service Provider] seek[s] to impose or

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or which are implied by trade custom, practice,
excluded from the Contract.

literature, descriptive matter, drawings, samples,
similar material issued or published by the Service
medium shall form part of the Contract or have any
material is provided by the Service Provider only for
or providing an approximate description of the
Service Provider.

Service Provider shall not constitute a contractual
[Quotations are valid for a period of <<insert
from the date of issue.]

Service Provider's Obligations

[the date stated in the Order],
throughout the term of the Contract, provide the

ensure that the Services conform at all times with
all respects.

provide the Services with [reasonable] OR [the
ensurate with [prevailing standards] OR [best
industry or sector relevant to the Services>> sector

[use reasonable endeavours to] meet any
[the Order] OR [<<insert location>>] [or as the
Service Provider from time to time]. [Such dates shall
and time shall not be of the essence in the
[Time shall be of the essence in the provision of
to such performance dates.]

act in accordance with all reasonable instructions
and that such instructions are compatible with the

ensure that any and all of its personnel involved in
are suitably skilled, qualified, and experienced to
Services to which they are assigned.

provide the Service Provider Equipment[, which
required for the provision of the Services].]

s or consents are required to enable the Service
[and to [install and] use any required Service
Service Provider shall obtain the same before the
of the Services is due to begin (in accordance with
maintain the same to the extent required for the
and use of the Service Provider Equipment]
contract.]

use any Client Materials provided by the Client
extent reasonably necessary for and only for the
the Services [and only in accordance with the
and instructions]. The Service Provider shall hold
safe custody, at its own risk, and shall maintain
The Service Provider shall return or dispose of

Client's written consent at the Client's option and on the Client's

3.10 [The Client shall not use any Client Equipment provided (or made available) from time to time only to the extent reasonably necessary for the purposes of the provision of the Services [and only if the Client has obtained the Client's written authorisation and instructions]. The Service Provider shall use all such Client Equipment with care and in accordance with the Client's instructions at all times. The Service provider shall return the Client Equipment on the Client's written instruction.]

3.11 In the event that the Service Provider provides access to the Client's premises and any other facilities that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] to enable the Client to use the Services, the Service Provider shall use the same facilities and only in accordance with any written authorisation and (as further stated in sub-Clause 8.1.(c)) all applicable rules and regulations and security requirements and such other facilities.

4. Client's Obligations

4.1 The Client shall provide all information that it provides in the Order [and the Service Provider shall ensure that the information is complete and accurate.

4.2 The Client shall provide the Service Provider with:
a) all such Client Materials as are reasonably required by the Service Provider to provide the Services;

b) all such Client Materials that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Materials, to enable the Service Provider to provide the Services;

c) all such Client Equipment (or access thereto) as is agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services;]

d) all such access to and availability and use of the Client's premises and other facilities that is or are agreed upon by the Parties [or as otherwise reasonably requested from time to time by the Service Provider] to enable the Service Provider to provide the Services and to inform the Service Provider of any applicable health, safety, and security regulations and security requirements.

4.3 The Client shall issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions shall be compatible with the Specification.

4.4 In the event that the Service Provider requires the decision, approval, consent, or communication from the Client in order to continue to provide the Services (or any part thereof) at any time, the Client shall provide such decision, approval, consent, or communication in a reasonable and timely manner.

4.5 [In the event that the Client's decision or consents are required to enable the Service

Provider shall obtain the same before the date on which the Services is due to begin (in accordance with sub-clause 4.6) and use of the Service Provider Equipment] through the Contract.]

4.6 Any failure or delay in the provision of the Services by the Service Provider shall not be a breach of the Contract or any other act or omission of the Client shall not be a breach of the Contract of the Service Provider.

5. Fees, Payment

5.1 The Fees shall be the full and only consideration for the Service Provider with respect to its provision of the Services.

5.2 Unless otherwise in writing, the Fees shall include all costs and expenses incurred by the Service Provider, whether directly or indirectly, in connection with the provision of the Services.

5.3 The Service Provider shall invoice the Client upon the completion of the Services.

OR

5.1 The Fees shall be calculated on a time and materials basis as follows:

a) The Fees shall be calculated in accordance with the Service Provider's current rates in <<insert location>>, current at the date of the Contract.

b) The daily rates for each client are calculated on the basis of a working day (from <<insert time>> to <<insert time>>);

c) The Service Provider shall have the right to charge an overtime rate of <<insert percentage>>% of its daily rate on a pro-rata basis for each hour of overtime worked by personnel that it engages in the provision of the Services outside of the hours stated above in sub-clause 5.1.

d) The Service Provider shall have the right to charge the Client for any expenses incurred by the personnel that it engages in the provision of the Services including, but not limited to, travel expenses, accommodation, meals, subsistence, and any other associated costs, the cost of any services procured from third parties, and any other necessary for the performance of the Services, and any materials required.

5.2 The Service Provider shall invoice the Client [upon the completion of the Services] <<insert period>> in arrears].

5.3 All payments made pursuant to the Contract in consideration of the Services shall be made within <<insert period>> Business Days of receipt of the invoice by the Client.

5.4 All payments made pursuant to the Contract in consideration of the Services shall be made in <<insert currency>> in cleared funds to such bank account as the Service Provider may nominate in writing.

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| 5.5 | When the Service Provider is required to make a payment under the Contract, the payment shall be made on a day that is not a Business Day, the next Business Day following Business Day. |
| 5.6 | All sums payable by the Client under the Contract shall be exclusive of VAT. If the Service Provider's supply for VAT purposes is made under the Contract, the Service Provider shall, upon receipt of the invoice from the Client, the Client shall, upon receipt of the invoice from the Service Provider, pay to the Service Provider the net sum of VAT as are chargeable on the supply of the goods or services, and that payment is due for the provision of the goods or services. |
| 5.7 | If the Client disputes any sum which is due from the Client to the Service Provider, the Client shall notify the Service Provider in writing as soon as practicable and shall state the grounds of the dispute and reasonably believes that it is incorrect, it shall be deemed to be in breach of the Contract for the purpose of this clause. The Client shall pay the sum in dispute and any sums which are not in dispute by the due date for payment, and shall add interest on the sum in dispute at the rate of 5% per annum (or such other rate as may be determined by the court) from the date of the dispute to the date of payment. The Client shall also pay the Service Provider's reasonable costs of the dispute. The Client shall also pay the Service Provider's reasonable costs of the dispute. The Client shall also pay the Service Provider's reasonable costs of the dispute. |
| 5.8 | Without prejudice to clause 14.2(a) (termination for late payment), any sum payable by the Client under the Contract shall be payable by the Client on or before the due date for payment under the Contract at a rate of <<insert percentage>>% per annum (or such other rate as may be determined by the court) from the date of the dispute to the date of payment. The Client shall also pay the Service Provider's reasonable costs of the dispute. The Client shall also pay the Service Provider's reasonable costs of the dispute. The Client shall also pay the Service Provider's reasonable costs of the dispute. |
| 5.9 | [All sums payable by the Client under the Contract shall be paid in full without any set-off, counterclaim except any withholding or deduction (if any) which is lawful.] |
| 5.10 | The Client shall, at the request of the Client, allow the Client or its agent to inspect and copy the Client's records and books of account as to the amount of any sums payable pursuant to the Contract and to verify that the sums are accurately calculated; and |

6. **Intellectual Property**

- 6.1 The Client (and its licensors) shall retain ownership of the Intellectual Property rights in and all Client Materials.
- 6.2 The Service Provider shall grant to the Client a non-exclusive, fully paid-up, non-transferable, non-sublicensable, non-assignable licence to use, copy, reproduce, modify, and distribute the Client Materials for the term of the Contract only to the extent necessary for the purposes of the provision of the Service, in accordance with the Client's written authorisation and instructions.

7. **Confidentiality**

- 7.1 Each Party shall keep confidential and shall not disclose to any other Party (such authorisation not to be required) all Confidential Information, at all times during the term of the Contract and after its termination or expiry:
- a) Confidential Information;
 - b) Confidential Information to any other party;
 - c) Confidential Information for any purpose other than as contemplated by the Contract; and
 - d) Confidential Information (including Confidential Information) none of its employees, directors, officers, or agents does any act which, if done by that Party, would be in breach of the provisions of this Clause 7.
- 7.2 Subject to the provisions of this Clause 7, either Party may disclose any Confidential Information to:
- a) its employees, directors, officers, or agents;
 - b) its subcontractors, consultants, or suppliers;
 - c) any other authority or regulatory body; [or]
 - d) any other Party if required>>; or]
 - e) any other Party or of any of the aforementioned bodies.
- 7.3 Disclosure of Confidential Information under sub-Clause 7.2 may be made only to the extent that it is necessary for the performance of the Contract, or as required by law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body to which the Confidential Information is disclosed or is an authorised employee or officer of such body, the disclosing Party must obtain from the other Party a written undertaking from the other Party that Confidential Information is confidential and to use it only for the purposes for which disclosure is made.
- 7.4 Confidential Information shall remain confidential for any purpose, or disclose it to any other Party, if Confidential Information is or becomes public knowledge to that Party.
- 7.5 Where Confidential Information under sub-Clause 7.4, the disclosing Party must ensure that it does not disclose Confidential Information which is not public knowledge to any other Party.
- 7.6 The provisions of this Clause 7 shall continue in force in accordance with their

terms
reason

termination or expiry of the Contract for any

8. **Law [and Policy]**

8.1 The Service Provider shall comply at all times, and at its own expense when performing the Contract:

- a) applicable Laws; [and]
- b) applicable Mandatory Policies; and]
- c) applicable health and safety rules and regulations and any other measures in place at the Client's premises and any other location where the Service Provider has access that is or are agreed in writing or as otherwise reasonably required from time to time by the Client or the Service Provider].

8.2 Each Party shall notify the other Party as soon as reasonably possible and in writing of any changes to the Applicable Laws.

8.3 [The Service Provider shall provide <<insert period>> written notice to the Service Provider of any changes to the Mandatory Policies.]

9. **Data Protection**

The Service Provider shall process the Client's personal data as set out in the applicable Law, e.g., Privacy Notice>>, available from <<insert location>>.

10. **[Data Processing]**

[All personal data shall be processed by the Service Provider on behalf of the Client in accordance with the terms of a Data Processing Agreement entered into by the Parties before any personal data is processed.]

OR

10.1 [In this Clause, the terms "personal data", "processing", "data subject", "personal data breach" shall have the meanings assigned to them in the UK GDPR, and the terms "Data Processor" and "Data Controller" shall have the same meanings as "processor" and "controller" respectively in the term "domestic law" means the law of the United Kingdom.]

10.2 The Service Provider shall comply with all applicable data protection requirements under the Data Protection Legislation. This Clause 10 shall not relieve the Service Provider of its obligations set out in the Data Protection Legislation and any of those obligations.

10.3 For the purposes of the Data Protection Legislation and for this Clause 10, the Client shall be the "Data Controller", and the Service Provider shall be the "Data Processor".

10.4 The Service Provider shall process the personal data for the purpose of the processing; the duration of the processing; the category or categories of personal data; and the category or categories of data subject [the Order] OR [the Specification] OR [<<insert location>>].

- 10.5 The [the Data Processor] shall, without prejudice to the generality of sub-Clause 10.2) [the Data Processor] place all necessary consents and notices required to enable the transfer of personal data to] **AND/OR** [the lawful basis for the transfer of personal data to] the Data Processor for the purposes described in [the Specification] **OR** [<<insert location>>] for the duration of the [the Contract];
- 10.6 The [the Data Processor] shall, without prejudice to the generality of sub-Clause 10.2) [the Data Processor] place all necessary consents and notices required to enable the transfer of personal data to] the Data Processor for the purposes described in [the Specification] **OR** [<<insert location>>] for the duration of the [the Contract];
- a) [the Data Processor] shall process personal data only on the written documented instructions of the Data Controller, unless the Data Processor is otherwise required by domestic law. The Data Processor shall inform the Data Controller before carrying out such instructions, unless prohibited from doing so by that law;
- b) [the Data Processor] shall place appropriate technical and organisational measures (as required by the Data Controller) to protect the personal data from unauthorized access or unlawful processing, accidental loss, destruction or damage. Such measures shall be appropriate and sufficient to protect personal data against potential harm resulting from such events and to take into account the context of the personal data and processing operations, taking into account the current state of the art in technology and the measures implemented by those measures. Measures to be taken shall be [the Specification] **OR** [the Order] **OR** [<<insert location>>];
- c) [the Data Processor] shall ensure that all persons with access to the personal data (including its employees and subcontractors) are contractually bound to keep personal data confidential;
- d) [the Data Processor] shall not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- [the Data Processor] shall ensure that the Data Controller and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data, including:
- [the Data Processor] shall ensure that data subjects have enforceable rights and effective remedies;
- [the Data Processor] shall ensure that the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred; and
- [the Data Processor] shall ensure that the Data Processor complies with all reasonable requests given in advance by the Data Controller with respect to the processing of the personal data;
- e) [the Data Processor] shall ensure that the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, breach notifications, and consultations with supervisory or other applicable regulatory authorities (including, but not limited to, the Information Commissioner's Office);
- f) [the Data Processor] shall ensure that the Data Controller is notified without undue delay of any personal data breach of which the Data Processor becomes aware;

g) on the Controller's written instruction, delete (or otherwise destroy) all personal data and any and all copies thereof to the extent of the personal data by domestic law; [and]

h) maintain accurate records of all processing activities and of the technical and organisational measures implemented necessary to comply with this Clause 10 and to allow for audits, inspections and investigations by the Data Controller and/or any party acting on behalf of the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes applicable legislation[.] **OR** [; and]

i) indemnify the Data Controller against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of its obligations under this Clause 10.]

10.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 10.]

OR

10.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 10 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld or delayed) in the event that the Data Processor appoints another processor, it shall:

a) enter into a contract with the other processor, which shall impose on the other processor substantially the same obligations as are imposed on the Data Processor by this Clause 10, which the Data Processor shall ensure shall reflect the requirements of the Data Protection Legislation at all times;

b) ensure that the other processor complies fully with its obligations under the Data Protection Legislation; and

c) remain jointly and severally liable to the Data Controller for the performance of that processor's obligations and the acts or omissions thereof.]

10.8 [Either the Data Processor shall, from time to time, and on at least <<insert period, e.g., 30 days>> comply with this Clause 10, replacing it with any applicable version of the Data Protection Legislation or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such compliance shall be evidenced by this Clause 10 by attachment to the <<insert period>>]

11. Insurance

The Service Provider shall maintain, throughout the term of the Contract [and for a period of <<insert period>> after the termination or expiry of the Contract]:

11.1 take out and maintain professional indemnity and public liability insurance with a reputable insurer to cover the liabilities that may arise under or in connection with the performance of the Contract at a level approved by the Client in advance]; and

11.2 on the request of the Client provide the Client with copies of current certificates of insurance [and the policy documents] for [the then-current <<insert period e.g., 12 months>>] from the start of the term of the Contract] for each type of insurance.

12. Liability

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to its own liability for individual claims that do not
OR [<<insert means of calculating cap>>] per
visions of, liability in this Clause 12 shall reflect
Service Provider has been able to obtain. The
making its own arrangements for the insurance
- 2 to “liability” shall include every liability arising
Contract including, but not limited to, liability in
negligence), breach of statutory duty,
or otherwise.
- limit or exclude either Party's liability under or in
any form of liability which cannot be limited or
not limited to:
- ly caused by negligence;
- representation;
- ct of either that Party or that of its employees or
- s implied by section 12 of the Sale of Goods Act
the Supply of Goods and Services Act 1982
et possession).
- right to benefit from any of the limitations or
in this Clause 12 in respect of any liability under
which arises out of the deliberate default of either
employees or agents.
- shall limit or exclude either Party's payment
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- all limit or exclude the Service Provider's liability
contract under sub-Clause 10.6(i) (Data processing
any liability arising shall be unlimited.)
- liabilities which cannot be limited or excluded by
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[and sub-Clause 12.6 (liabilities under specific
of the Service Provider to the Client under or in
y and all related or unrelated acts or omissions,
cluding negligence), breach of statutory duty, or
to [£<<insert sum>>] OR [<<insert means of
- liabilities which cannot be limited or excluded by
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mitted to [£<<insert sum>>] OR [<<insert means
- der's liability set out in sub-Clause 12.7 shall not
reed to be paid or awarded in accordance with
rocessing indemnity) or] by any sums awarded by

- any of their statutory or procedural powers in relation to the claim or interest for late payment.
- 12.10 The liability set out in sub-Clause 12.8 shall not be reduced or precluded by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.
- 12.11 Subject to the provisions of sub-Clause 12.5 (no limitations or exclusions of liability in respect of the Client's liability), [and sub-Clause 12.6 (liabilities under the Contract shall be wholly excluded by the other, whether directly or indirectly, or consequential:)]
- a) loss;
 - b) opportunity;
 - c) contracts;
 - d) damages;
 - e) data or information;]
 - f) software;]
 - g) goodwill; or
 - i) financial loss.
- 12.12 Notwithstanding sub-Clause 12.11 (categories of loss which are excluded), but subject to the provisions of sub-Clause 12.12 (categories of loss which are excluded), the following categories of loss are excluded from the Client's liability under the Contract in relation to the Services which is or are not provided in accordance with the terms of the Contract;
- a) loss suffered by the Client in procuring and implementing alternatives for or to services not provided in accordance with the terms of the Contract including, but not limited to, loss of time, personnel time, consultancy costs, materials costs; and
 - d) loss suffered by the Client which arise out of or in connection with a claim for a penalty, fine, action, investigation, or other proceedings brought by or on behalf of a third party against the Client resulting from any act or omission of the Service Provider.
- 12.13 [In the event that a loss falls into one or more of the categories of loss set out in sub-Clause 12.12 (categories of loss which are excluded) and also falls into one or more of the categories of loss set out in sub-Clause 12.12 (categories of loss which are excluded), that loss shall not be excluded.]
- 12.14 Subject to the provisions of this Clause 12, the Client's rights under the Contract shall be in addition to, and not exclusive of, any common law rights

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13. Force Majeure

- 13.1 For the purposes of this Contract, "Force Majeure Event" means, in relation to a Party, any event or circumstances beyond that Party's reasonable control, including but not limited to: [any strike, lockout, or other form of industrial action;] [any shortage of raw materials;] [lack of, interruption to, or unavailability of;] [lack of available facilities;] [non-performance by a third party;] [collapse of buildings, fire, explosion, accident, or other natural or man-made event;] [war, civil commotion or riots, war, civil war, threat of armed conflict, imposition of sanctions, embargo, or other international relations; nuclear, chemical, or biological contamination;] [or] any law or action taken by a government or authority, but not limited to, imposing an export or import restriction on [the Party], or failing to grant a necessary licence or permit in similar circumstances].
- 13.2 If any Force Majeure Event occurs in relation to either Party which affects or impairs the performance of its obligations under the Contract, the affected Party shall notify the other Party as soon as reasonably possible and to the extent of the circumstances in question. The affected Party shall make reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 13.3 Subject to Clause 13.2, neither Party shall be deemed to have breached or shall otherwise be liable to the other by reason of its non-performance of any of its obligations under the Contract if that performance of that obligation is prevented, hindered or delayed by a Force Majeure Event of which it has notified the other Party. That performance shall be extended accordingly.
- 13.4 If the performance of any of its obligations under the Contract is prevented, hindered or delayed by a Force Majeure Event for a continuous period of <<insert period>>, [the Parties shall enter into bona fide negotiations to alleviate its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable] OR [the other Party shall suspend its obligations under the Contract [immediately] by giving [<<insert period>>] to the affected Party].

14. Termination

- 14.1 Without prejudice to any right or remedy available to it, either Party may terminate this Contract by giving the other Party <<insert period>> written notice.
- 14.2 Without prejudice to any right or remedy available to it, either Party may terminate this Contract immediately by giving written notice to the other Party.
- a) [The Party shall not pay any sum due under the Contract when it is notified of such sum remains outstanding for at least <<insert period>> after receiving written notification to pay that sum;

- b) fails to remedy that breach after receiving written notification to do so;
- c) suspends to, or does, suspend, payment of its debts as a result of which it is unable to pay its debts, or (being a limited liability partnership) is deemed unable to pay its debts in accordance with section 123 of the Insolvency Act 1986 (as amended) in those words "it is proved to the satisfaction of the court that the company is unable to pay its debts or as having no reasonable prospect of being able to pay its debts, in either case, within the meaning of the Insolvency Act 1986, or (being a partnership) has no reasonable prospect of being able to pay its debts";
- d) enters into negotiations with any class or all of its creditors for the purpose of a compromise or arrangement, or proposes any compromise or arrangement with any of its creditors or enters into the compromise or arrangement (being a company) solely for the purpose of a compromise or arrangement, or for the solvent reconstruction of that other Party with one or more other companies or for the solvent reconstruction of that other Party;
- e) applies to the court for, or obtains, a moratorium under the Insolvency Act 1986;
- f) where notice is given, a resolution is passed, or an order is made in connection with the winding up of the other Party (being a company, limited liability partnership, or a partnership) for the purpose of a scheme for the solvent reconstruction of that other Party with one or more other companies or for the solvent reconstruction of that Party;
- g) an order is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other Party (being a company, limited liability partnership, or a partnership);
- h) a receiver is appointed over the assets of that other Party (being a company or limited liability partnership) has become insolvent, or has appointed, an administrative receiver;
- i) a receiver is appointed over any or all of the assets of that other Party, or a receiver is appointed over all or any of the assets of that other Party;
- j) the other Party (being an individual) is the subject of a bankruptcy order;
- k) a creditor of the other Party attaches or takes possession of, or enforces, distress, execution, sequestration, or other such process against, the whole or part of the assets of the other Party and such attachment or process is not set aside within the prescribed period;
- l) a winding up proceeding is taken, with respect to the other Party, in which it is subject, that has a similar effect to that set out above in sub-Clauses 14.2(c) to (k).

- m) ceases or suspends, or threatens to cease or suspend, a substantial part of its business;
- n) an individual) dies, or due to illness or incapacity (physical), becomes incapable of managing their affairs as a patient under any mental health legislation;
- o) ceases to be under the control of the other Party (within the meaning of the Income Tax Act 2010).

14.3 For the purposes of clause 14.2(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

15. Effects of Termination

Upon the termination of the Contract for any reason:

- 15.1 any sum payable by one Party to the other Party under the Contract shall become immediately payable;
- 15.2 the Service Provider shall immediately return any and all Client Materials [and Client Equipment] in its possession. The Service Provider shall be fully and solely responsible for the return of Client Materials [and Client Equipment] in its possession to the Client and shall not use the same for any purpose connected with the Contract. In the event that the Service Provider fails to return any Client Materials [or Client Equipment] within the time specified in the termination or expiry of the Contract], the Client may enter the Service Provider's premises to take possession of the same.
- 15.3 each Party shall, to the extent referred to in Clause 7 (Confidentiality) either directly or indirectly, any Confidential Information of the other Party, and shall immediately return to the other Party its possession or control which contain or record any Confidential Information.
- 15.4 termination of the Contract shall not affect or prejudice any rights, remedies, or obligations of the Parties that have accrued up to the date of termination, but not limited to, the right to claim damages or compensation for any breach of the Contract which existed at or before the date of termination or expiry; and
- 15.5 any agreement or contract which either expressly or by implication is intended to survive the termination or expiry of the Contract shall remain in full force and effect.

16. No Waiver

No failure or omission to exercise any of its rights under the Contract shall be deemed to be a waiver of any provision of the Contract or of any breach of the Contract, and no waiver by either Party of a breach of the Contract shall be deemed to be a waiver of any subsequent breach of the Contract.

17. Further Assurances

Each Party shall do all such further deeds, documents and things as

may be necessary to bring the provisions of the Contract into full force and effect.

18. **Variation**

Other than as expressly provided in the Terms and Conditions, no variation of the Contract including, but not limited to, the addition or deletion of any additional terms and conditions, shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19. **Severance**

In the event that any provision of the Contract is found to be unlawful, void or unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

20. **Assignment**

20.1 [Subject to the terms of the] **OR** [The] Contract shall be personal to the Parties and shall not be assigned, mortgage, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations without the prior written consent of the other Party, such consent not to be unreasonably withheld.

20.2 [[Subject to the terms of Clause 10 (Data Processing), the] **OR** [The] Party shall be entitled to perform any of the obligations undertaken by it or through any member of its group or through suitably qualified and experienced third parties. The act or omission of such other member or sub-contractor shall not constitute a breach of the Contract, be deemed to be an act or omission of the Party.]

21. **Third Party**

21.1 No provision of the Contract shall be intended to confer rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

21.2 Subject to the terms of the Contract, the Contract shall continue and be binding on the Parties notwithstanding the death or insolvency of either Party as required.

22. **Relationship**

Nothing in the Contract shall be intended to constitute a partnership, joint venture, agency or any other relationship between the Parties other than the relationship provided for in the Contract.

23. **Notices**

23.1 All notices shall be in writing and deemed duly given if signed by a duly authorised officer of the Party giving the notice.

23.2 All notices shall be addressed to the most recent postal address of the Party.

- address, email address given in <<insert document or
location, notified in writing by either Party to the other from
time
- 23.3 Notices must have been duly given:
- a) delivered by courier or other messenger during the
hours of the recipient [, on signature of a delivery
 - b) [fax or] email [and a successful confirmation of
is generated] during the normal business hours
ent outside the recipient's normal business hours,
hours resume; or
 - c) <<insert time, 9.00 a.m.>> on the second Business Day
at the delivery time recorded by the relevant
mailed by first-class mail, postage prepaid [or by
day delivery service].
- 23.4 For the purpose of clause 23, "normal business hours" shall mean
<<insert time>> to <<insert time, e.g., 5.00 p.m.>>, <<insert
days>> on a day that is not a public or bank holiday.
24. **Entire Agreement**
- 24.1 [Subject to Clause 10 (Data Processing), the] **OR** [The]
Contract shall constitute the entire agreement between the Parties with respect to
its subject matter.
- 24.2 Each Party, in entering into the Contract, it shall not rely on
any representation, assurance or other provision (made innocently
or negligently) which is not expressly provided in the Contract.
25. **Law and Jurisdiction**
- 25.1 The Contract (and any non-contractual matters and obligations arising
therefrom (whether or not with) shall be governed by, and construed in
accordance with the law of England and Wales.
- 25.2 Any proceedings or claim between the Parties relating to
the Contract (and any non-contractual matters and obligations arising
therefrom (whether or not with) shall fall within the jurisdiction of the courts
of England and Wales.