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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 provides <<insert brief description of services>> to clients.
- (2) The Client requires <<insert description of required services>> IT support services and wishes to acquire such services from the Service Provider.
- (3) The Service Provider agrees to provide the support services described in this Agreement to the Client subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

"Business Day"

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

"Confidential Information"

information disclosed by either Party, information which is received by the other Party pursuant to this 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 current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in 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;]

“Helpline Support”

“On-site Support”

“Premises”

“Regular Maintenance”

“Specified Equipment”

“Support Services”

“Term”

1.2 Unless the context of

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similar mean

1.2.2 a statute or
provision as

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Schedules a

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...e] **AND/OR** [website] based
...e provided as specified in
... accordance with Clause 2;

... support to be provided at the
... d in Schedule 1 and in
... use 2;

...remises at which the Support
...icular the On-site support and
...e) are to be provided at <<insert

...d site visits made by the Service
...oses of maintaining the Specified
...ed in Schedule 1 and in
... use 2;

... hardware, devices and software
...tained and supported by the
... set out in Schedule 2;

...t services to be provided by the
...he Client as set out in Schedule 1
...helpline Support, On-site Support
...ance; and

...is Agreement as defined in

...reference in this Agreement to:

...on, includes a reference to any
...nic or facsimile transmission or

...e is a reference to that statute or
...at the relevant time;

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2. The Support Services

- 2.1 The Service Provider shall, from the first day of the Term of this Agreement, provide the Support Services in accordance with the provisions of this Clause 2 and Schedule 1.
- 2.2 The Service Provider shall provide the Support Services only as specified in Schedule 1 during the service hours>> [and only in relation to the Specified Equipment].
- 2.3 The Service Provider shall ensure that it complies with all applicable laws, statutes, regulations, codes of conduct and any other rules relevant to the Support Services.
- 2.4 The Service Provider shall take proper care to ensure that the Support Services does not have any adverse effects upon the normal business of the Client.
- 2.5 The Service Provider shall, during the service hours set out in Schedule 1, make reasonable endeavours to respond to the Client's service queries during the period>> and, if On-site Support is required, shall use reasonable endeavours to provide the same within <<insert appropriate time period>> of the receipt of the service query.
- 2.6 The Service Provider shall, during the service hours set out in Schedule 1, provide On-site Support to all requests for such On-site Support in accordance with sub-Clause 2.5 which shall include On-site Support which has escalated from a Helpline Support query.
- 2.7 At the times and in the manner set out in Schedule 1, the Service Provider shall provide Regular Maintenance to be carried out on the Client's Premises in accordance with the provisions set out in Schedule 1.
- 2.8 In the event that the Client alleges a breach of any of the terms of this Agreement, the following shall apply:
- 2.8.1 the Client must provide written notice to the Service Provider requiring the Service Provider to rectify the breach;
- 2.8.2 if the Service Provider fails to rectify the breach within the period>>:
- 2.8.2.1 the Client shall be entitled to suspend payment of any of the Support Services until the Service Provider's Breach from any third party is rectified or, in the absence of such rectification, until such time as the breach has been rectified; and
- 2.8.2.2 the Service Provider shall be liable to pay on demand to the Client by way of damages the sum of the cost of the Support Services which the cost to the Client of obtaining the same from the Service Provider plus a sum equal to any loss (including loss of business) suffered by the Client as a result of the Service Provider's Breach.
- 2.9 The obligations of the Client under sub-Clause 2.8.2 shall not be affected by the termination of this Agreement.
- 2.10 The rights of the Client under Clause 2.8 shall be in addition to, and not in lieu of, the rights of the Client under Clause 2.8.

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without prejudice to the remedies of the Client.

2.11 [Subject to its obligations under the terms and conditions of this Agreement, the Client shall, at any time (and without obligation to the Service Provider) to arrange for any Support Services or otherwise) to be

2.12 [The Service Provider shall not, in the continuance of this Agreement, provide any services or facilities similar to the Support Services to the Client or for the benefit of the Client in direct competition with the Client [within <<insert term>>] without the prior written consent of the Client, such consent not to be unreasonably withheld.]

3. Service Provider's Obligations

3.1 The Service Provider shall provide the Support Services to the Client in accordance with the terms and conditions set out in Schedule 1.

3.2 The Service Provider shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

3.3 The Service Provider shall keep the Client informed with such information and advice in connection with the provision thereof as the Client may, from time to time, require both before and during the provision of the Support Services.

3.4 The Service Provider shall endeavour to keep the Client informed of any special requirements) applicable to the provision of the Support Services. To the extent necessary and practicable, the Service Provider and the Client shall promptly take steps to meet such requirements. These steps shall not otherwise alter the terms of this Agreement.

4. Client's Obligations

4.1 The Client shall provide the Service Provider with such information in connection with the provision thereof as the Service Provider shall reasonably require and during the provision of the Support Services.

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

4.3 The Client shall act in accordance with any and all reasonable instructions issued by the Service Provider in connection with the Support Services. The Client shall be liable for any failure to provide the Support Services or any payment due to the Client's failure to follow any such instructions.

4.4 [The Client shall [in connection with] any new devices and/or software which it intends to procure or use, or which is to be added to the Specification of the Support Services, to provide the Service Provider [of] OR [with] the necessary information and facilities for the provision of the Support Services.]

4.5 The Client shall provide the Service Provider and (where applicable) its personnel at all reasonable times access to the Premises for the purpose of

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providing the Support Services.

- 4.6 The Client shall use the Support Services in accordance with the requirements of the Support Services. To the extent necessary and not otherwise alter the

urs to keep the Service Provider informed, but not limited to, legislative of the Support Services. To the Service Provider and the Client shall requirements. These steps shall y.

5. Fees and Payment

- 5.1 The Client shall pay the Service Provider in accordance with this Clause 5 and Schedule 1 for the Support Services.
- 5.2 All payments required by this Agreement shall be made with the Service Provider to this Agreement by either Party the date of the relevant invoice in the bank in <<insert location>> as the other Party nominates, without any set-off, withholding or deduction of any amount (if any) of tax as that Party is required to deduct or pay.
- 5.3 Where any payment is required to be made on a day which is not a Business Day, the payment shall be made on the next following Business Day.
- 5.4 If either Party fails to make a payment when due, the amount which is payable to the other pursuant to this Agreement, without prejudice to and notwithstanding subclause 5.3, shall bear interest from the due date until payment is made at the rate of <<insert percentage>> above and after any judgment, at the rate of <<insert bank name>> over the <<insert bank name>> base rate from time to time.

5.1 The Client shall pay the Service Provider in accordance with this Clause 5 and Schedule 1 for the Support Services.

5.2 All payments required by this Agreement shall be made with the Service Provider to this Agreement by either Party the date of the relevant invoice in the bank in <<insert location>> as the other Party nominates, without any set-off, withholding or deduction of any amount (if any) of tax as that Party is required to deduct or pay.

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

5.4 If either Party fails to make a payment when due, the amount which is payable to the other pursuant to this Agreement, without prejudice to and notwithstanding subclause 5.3, shall bear interest from the due date until payment is made at the rate of <<insert percentage>> above and after any judgment, at the rate of <<insert bank name>> over the <<insert bank name>> base rate from time to time.

6. Liability and Indemnity

- 6.1 The Service Provider shall hold harmless the Client, its subcontractors, agents, employees and against any and all claims, costs and liabilities of whatsoever nature and whether in contract or in tort, arising out of or in respect of the death of any person or persons or performance or failure to perform under this Agreement if and to the extent that such damages or expenses are caused or contributed to by the negligence or omissions of the Service Provider or any persons for whom it is otherwise legally liable.
- 6.2 The Client shall indemnify the Service Provider, its subcontractors, agents, employees and against any and all claims, costs and liabilities of whatsoever nature and whether in contract or in tort, arising out of or in respect of the death of any person or persons or performance by the Client or any persons under this Agreement if and to the extent that such damages and expenses are caused or contributed to by the negligence or omissions of the Client or any persons for which the Client is otherwise legally liable.
- 6.3 Except as expressly provided in this Agreement, neither Party shall be liable for or responsible to the other for or otherwise (including any liability

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6.2 The Client shall indemnify the Service Provider, its subcontractors, agents, employees and against any and all claims, costs and liabilities of whatsoever nature and whether in contract or in tort, arising out of or in respect of the death of any person or persons or performance by the Client or any persons under this Agreement if and to the extent that such damages and expenses are caused or contributed to by the negligence or omissions of the Client or any persons for which the Client is otherwise legally liable.

6.3 Except as expressly provided in this Agreement, neither Party shall be liable for or responsible to the other for or otherwise (including any liability

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- not disclose Confidential Information which is not public knowledge.
- 7.3 The provisions of this Agreement shall remain in force in accordance with their terms, notwithstanding any termination of this Agreement for any reason.
8. **Force Majeure**
- 8.1 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, telecommunications provider failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or any other event which is beyond the control of the Party in question.
- 8.2 [In the event that a Party cannot perform their obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may, at its option, terminate this Agreement by giving written notice at the end of the <<insert period>>. In the event of such termination, the Parties shall agree to a reasonable payment for all Support Services provided up to the date of termination where such Support Services have not already been paid for. Such payment shall take into account any prior payments made and shall be entered into in reliance on the performance of this Agreement.]
9. **Term and Termination**
- 9.1 This Agreement shall commence on <<insert Commencement Date>> and shall continue for a period of <<insert Term>> from that date, subject to the provisions of this Clause.
- 9.2 Either Party shall have the right to terminate this Agreement by giving not less than <<insert notice period>> written notice to the other Party at any time prior to the expiry of the term specified in Clause 9.1. The Party giving notice may further period for which this Agreement has been terminated (in accordance with this provision) to extend this Agreement for a further period of <<insert period>>.
- 9.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice to expire on or at any time after <<insert minimum term>>.
- 9.4 Either Party may terminate this Agreement by giving written notice to the other Party if the other Party is in breach of any of the provisions of this Agreement under any of the following circumstances:
- 9.4.1 the other Party has failed to pay any sum owed to the Party within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;
- 9.4.2 the other Party has failed to remedy a breach of any of the provisions of this Agreement capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

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

9.4.4 the other Party being a company, is in the process of making an arrangement with its creditors or, to an administration order (within the meaning of Section 86);

9.4.5 the other Party, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or imposed on that other Party under this Agreement;

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

9.4.7 that other Party to cease, to carry on business; or

9.4.8 control of the other Party on the date of this Agreement. "connected" means the meanings ascribed thereto by Sections 112 of the Corporation Tax Act 2010.

9.5 For the purposes of remedy if the Party respects.

9.6 The rights to term prejudice any other concerned (if any) of the other Party in respect of the breach

10. Effects of Termination

Upon the termination of this Agreement:

10.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;

10.2 all Clauses which, in their nature, relate to the period after the expiry or termination shall remain in full force and effect;

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

10.4 subject as provided in Clause 7, neither Party shall have any obligation to the other; and

10.5 each Party shall (except in respect of any accrued obligations) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return any documents in its possession or control which contain Confidential Information.

11. **[Data Protection**

The Service Provider will collect, store and process personal information as set out in the Service Provider's <<insert location(s)>> Privacy Notice>> available from <<insert location(s)>>.]

12. **[Data Processing**

12.1 In this Clause 12, "data subject", "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation.

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

OR

12.2 [The Parties hereby agree that both shall comply with all applicable data protection requirements under the Data Protection Legislation. This Clause 12 shall not relieve the Parties of their obligations set out in the Data Processing Agreement to move or replace any of those obligations.]

12.3 For the purposes of the Data Protection Legislation and for this Clause 12, the Service Provider is the "Data Controller" and the Client is the "Data Processor".

12.4 The type(s) of personal data, the nature and purpose of the processing, and the Data Controller's obligations are set out in Schedule 4.

12.5 The Data Controller shall ensure that all necessary consents are in place for the transfer of personal data to the Data Processor for the purposes of the Data Processing Agreement.

12.6 The Data Processor shall ensure that all personal data processed by it in accordance with the Data Processing Agreement is processed in accordance with the following instructions under this Agreement:

12.6.1 Process the personal data in accordance with the written instructions of the Data Controller and shall not be required to process such personal data unless the Data Controller has provided written instructions by law;

12.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unlawful processing, accidental loss, damage or destruction, and (b) are proportionate to the risks to the data subject's rights and freedoms, taking into account the nature of the data, the scope of the processing and the cost of implementing those measures; and

12.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to restrict access to the personal data (whether or not the Data Processor is contractually obliged to keep the personal data confidential);

12.6.4 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:

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

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ess to the personal data (whether or not the Data Processor is contractually obliged to keep the personal data confidential);

side of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

- 12.6.4.1 the Data Processor shall implement suitable safeguards for the transfer of personal data to a third country or to an international organisation;
- 12.6.4.2 Data subjects have enforceable rights and remedies;
- 12.6.4.3 the Data Processor complies with its obligations under applicable Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred;
- 12.6.4.4 the Data Processor complies with all reasonable requests made in advance by the Data Controller in connection with the processing of the personal data.
- 12.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from Data subjects and in ensuring its compliance with applicable Data Protection Legislation with respect to impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);
- 12.6.6 Notify the Data Controller without undue delay of a personal data breach;
- 12.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which this Agreement unless it is required to retain such data by law; and
- 12.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Data Controller or by persons designated by the Data Controller.
- 12.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 12.]
- OR**
- 12.7 [The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and that the Data Processor appoints a sub-contractor, the sub-contractor shall:
- 12.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 12 and which shall permit both the Data Controller and the sub-contractor to enforce those obligations;
- 12.7.2 Ensure that the sub-contractor complies fully with its obligations under applicable Data Protection Legislation.
- 12.8 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 replace it with any applicable data processing clauses or shall be replaced by attachment to this Agreement.]

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13. **No Waiver**

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

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

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14. **Further Assurance**

Each Party shall execute and do all such acts and things as may be necessary to carry out the provisions of this Agreement

deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

15. **Costs**

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the preparation, execution and carrying out of this Agreement

Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement

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16. **Set-Off**

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

in any manner from payments due or to be received under this Agreement or any other agreement

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17. **Assignment and Sub-Contracting**

17.1 [Subject to sub-Clause 17.2, neither Party may assign, sub-assign, charge (otherwise than by floating charge) or sub-licence any part of its obligations hereunder, or any sub-contract or other agreement entered into in connection with the purposes of this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld.]

Assignment of the obligations hereunder is personal to the Parties. Neither Party shall assign, sub-assign, charge (otherwise than by floating charge) or sub-licence any part of its rights hereunder, or any sub-contract or other agreement entered into in connection with the purposes of this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld.]

17.2 [[Subject to the provisions of sub-Clause 17.1, each Party shall be entitled to perform all or any of its obligations hereunder, or any sub-contract or other agreement entered into in connection with the purposes of this Agreement, through any other qualified and skilled sub-contractors. No act or omission of any member of its group shall constitute a breach of this Agreement unless it is an act or omission of the Party in question.]

each] OR [Each] Party shall be entitled to perform all or any of its obligations hereunder, or any sub-contract or other agreement entered into in connection with the purposes of this Agreement, through any other qualified and skilled sub-contractors. No act or omission of any member of its group shall constitute a breach of this Agreement unless it is an act or omission of the Party in question.]

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18. **Time**

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

referred to in this Agreement shall be of the essence of this Agreement]

OR

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

referred to in this Agreement are not of the essence of this Agreement and may be varied by mutual agreement of the Parties.]

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19. **Relationship of the Parties**

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

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20. **Non-Solicitation**

20.1 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was at any time in relation to that Party].

20.1 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was at any time in relation to that Party].

20.2 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, Party any customer or employee who would cause damage to the Party without the consent of that Party.

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21. **Third Party Rights**

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

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

OR

21.2 [The Parties acknowledge that the purpose of this Agreement is so benefit <<insert purpose>> for the purposes of the Contract (Rights of Third Parties) Act 1999 and, subject to the above, the Parties agree to confer any rights on any other third parties under this Agreement.]

21.2 [The Parties acknowledge that the purpose of this Agreement is so benefit <<insert purpose>> for the purposes of the Contract (Rights of Third Parties) Act 1999 and, subject to the above, the Parties agree to confer any rights on any other third parties under this Agreement.]

21.3 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.

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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.

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22.2 Notices shall be deemed to have been given:

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

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

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

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

22.2.3 on the fifth business day after the date of the ordinary mail.

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22.2.4 on the terms of the contract, by registered post or by airmail, if mailed by airmail, postage prepaid.

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

ing mailing, if mailed by airmail,

to the most recent address, e-mail
other Party.

23. Entire Agreement

23.1 [Subject to the provisions of the entire agreement, this Agreement may not be modified or amended by any authorised representative of either Party.]

s] OR [This] Agreement contains the entire agreement with respect to its subject matter and may not be modified or amended in writing signed by the duly authorised representative of either Party.

23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty provided in this Agreement, except as expressly stated in writing, and that it is bound by the implied by statute or common law.

to this Agreement, it does not rely on any representation or provision except as expressly stated in writing, and that it is bound by the implied by statute or common law to the fullest extent permitted by law.

24. Counterparts

This Agreement may be executed in counterparts by the Parties to it on separate copies, each of which shall be an original, but all of which together shall constitute one and the same instrument.

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

25. Severance

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be severed from the remainder of this Agreement, and the remainder shall be valid and enforceable.

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

26. Dispute Resolution

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations, and if they are unable to do so, they shall have the authority to refer the dispute to arbitration.

dispute arising out of or relating to this Agreement through negotiations, and if they are unable to do so, they shall have the authority to refer the dispute to arbitration.

26.2 [If negotiations under paragraph 26.1 do not resolve the matter within <<insert period>> days, the parties shall attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

do not resolve the matter within <<insert period>> days, the parties shall attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.

26.3 [If the ADR procedure under paragraph 26.2 does not resolve the matter within <<insert period>> days, the parties shall attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

26.2 does not resolve the matter within <<insert period>> days, the parties shall attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.

26.4 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, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or

26.3 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, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or

Deputy President for the appointment of that may be required

26.5 Nothing in this Clause applying to a court for

26.6 The Parties hereby dispute resolution of Parties.

27. **Law and Jurisdiction**

27.1 This Agreement (including therefrom or associated accordance with, the

27.2 Subject to the provisions of this controversy, procedure Agreement (including therefrom or associated of England and Wales

IN WITNESS WHEREOF this Agreement before written

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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Chartered Institute of Arbitrators for and for any decision on rules

either Party or its affiliates from

and outcome of the final method of [not] be final and binding on both

ual matters and obligations arising e governed by, and construed in

dispute resolution), any dispute, en the Parties relating to this matters and obligations arising within the jurisdiction of the courts

executed the day and year first

>>

The Support Services

<<Insert a general description of the support services to be provided>>

Helpline Support

Services: <<Insert a detailed description of the support services to be provided>>

Service Hours: <<Insert service hours to be provided>>

On-site Support

Services: <<Insert a detailed description of the support services to be provided>>

Service Hours: <<Insert service hours to be provided>>

Regular Maintenance

Services: <<Insert a detailed description of the Regular Maintenance services to be provided>>

Service Times & Dates: <<Insert frequency and dates of Regular Maintenance>>

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The Specified Equipment

<<Insert full details of the Specified Equipment covered by the Support Services>>

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Fees & Payment

Support Services

<<Insert details of fees payable>>

Helpline Support

<<Insert details of fees payable>>

On-site Support

<<Insert details of fees payable>>

Regular Maintenance

<<Insert details of fees payable>>

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1. Data Processing

Scope

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

Nature

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

Purpose

<<Insert description of the purpose of 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>>.

4. Organisational and Technical Measures

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

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