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THIS AGREEMENT is made the

BETWEEN:

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

WHEREAS:

- (1) The Service Provider is in the business of providing co-location facilities, licensing rack and/or unit space for computer, networking and telecommunication equipment and providing maintenance and telecommunications access for the same.
- (2) The Client wishes to license rack and/or unit space specified herein for the hosting of computer, networking and telecommunication equipment specified herein subject to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

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

"Additional Services" means all services provided by the Service Provider as set out in Clause 6;

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

"Client Equipment" means computer, networking and/or telecommunication equipment to be hosted by the Service Provider as specified in Schedule 2;

"Co-Location Services" means the services to be provided by the Service Provider to the Client as set out throughout this Agreement in particular at Clause 2 and

"Confidential Information" means information which is 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

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“Data Protection Legislation”

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the legislation in force from time to time in the United Kingdom applicable to data protection 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 (and 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;

“Fault Level”

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level of a problem which may occur with the Service Provider Equipment as defined in the Agreement;

“Fees”

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fees payable in consideration of the Service Provider Equipment under this Agreement in accordance with Clause 7 and as specified in the Agreement;

“Issue Level”

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level of a problem which may occur with the Service Provider Equipment or the Service Provider Location in Schedule 1;

“Licensed Space”

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space licensed to the Client for the Service Provider Equipment as specified in the Agreement;

“Location”

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the Service Provider’s premises at which the Service Provider Equipment is to be hosted as detailed fully in the Agreement;

“Opening Hours”

the period during which the Location may be used and during which the Service Provider will provide support which shall be <<insert>> as specified in the Agreement;

“Required Downtime”

the period, necessary for maintenance, repair and similar activities, during which the Service Provider Equipment and/or the Service Provider Location are non-functional or the Service Provider Equipment and the Co-Location Services are likely to be disrupted;

“Security Procedures”

the security procedures implemented and the Service Provider as specified in the Agreement;

“Service Downtime”

the period during which some or all of the Service Provider Equipment and/or other Service Provider Equipment are non-functional or the Service Provider Equipment and the Co-Location Services are likely to be disrupted;

“Service Provider Equipment”

“Term”

- 1.2 Unless the context of this Agreement requires otherwise, a reference in this Agreement to:
 - 1.2.1 “writing”, and any communication by electronic or facsimile transmission or other similar means;
 - 1.2.2 a statute or regulation or provision of any law, order, ordinance, rule or regulation, or any order, ruling, decision or award of any governmental authority, is a reference to that statute or regulation or provision as in force at the relevant time;
 - 1.2.3 “this Agreement”, “this Schedule” or “this Clause” is a reference to that statute or regulation or provision as in force at the relevant time;
 - 1.2.4 a Schedule is a reference to that Schedule as in force at the relevant time;
 - 1.2.5 a Clause or paragraph is a reference to that Clause or paragraph as in force at the relevant time;
 - 1.2.6 a “Party” or “parties” is a reference to the party or parties named in the relevant Schedule or Clause or paragraph.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the masculine gender shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations and other legal entities.

2. The Co-Location Services

- 2.1 The Service Provider shall, on <<insert date>> (the “Commencement Date”), provide the Co-Location Services to the Client pursuant to this Agreement and the terms and conditions herein.
- 2.2 The Service Provider shall, on the Commencement Date, grant to the Client a non-exclusive licence to deliver and install the Client Equipment at the Location. The Client shall have the right to be agreed between the Service Provider and the Client.
- 2.3 When delivering and installing the Client Equipment pursuant to Clause 2.2 the Client shall follow the instructions issued by the Service Provider with regard to such delivery and installation and with respect to the Location.
- 2.4 The Licence granted to the Client pursuant to Clause 2.2 shall also allow the Client to visit the Location during the term of the Licence for the purposes of inspecting, testing, repairing and/or maintaining the Client Equipment.
- 2.5 The Licence granted to the Client pursuant to Clause 2.2 shall cover the Client, its employees and any subcontractors who are engaged and authorised by the Client to carry out any such activities.

including but not limited to computer equipment, equipment and infrastructure provided by the Service Provider at the Location [as defined in Schedule 2]; and

this Agreement as set out in sub-clause 1.2.6 (termination).

reference in this Agreement to:

“writing”, and any communication by electronic or facsimile transmission or other similar means;

a statute or regulation or provision of any law, order, ordinance, rule or regulation, or any order, ruling, decision or award of any governmental authority, is a reference to that statute or regulation or provision as in force at the relevant time;

“this Agreement”, “this Schedule” or “this Clause” is a reference to that statute or regulation or provision as in force at the relevant time;

a Schedule is a reference to that Schedule as in force at the relevant time;

a Clause or paragraph is a reference to that Clause or paragraph as in force at the relevant time;

a “Party” or “parties” is a reference to the party or parties named in the relevant Schedule or Clause or paragraph.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

Words imparting the masculine gender shall include the plural and vice versa.

References to any gender shall include the other gender.

References to persons shall include corporations and other legal entities.

on <<insert date>> (the “Commencement Date”), provide the Co-Location Services to the Client pursuant to this Agreement and the terms and conditions herein.

on the Commencement Date, grant to the Client a non-exclusive licence to deliver and install the Client Equipment at the Location. The Client shall have the right to be agreed between the Service Provider and the Client.

equipment as provided under sub-clause 2.2 the Client shall follow the instructions issued by the Service Provider with regard to such delivery and installation and with respect to the Location.

shall also allow the Client to visit the Location during the term of the Licence for the purposes of inspecting, testing, repairing and/or maintaining the Client Equipment.

2.2 shall cover the Client, its employees and any subcontractors who are engaged and authorised by the Client to carry out any such activities.

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kept to a necessary minimum and the Service Provider shall use all reasonable endeavours to ensure that the Required Downtime does not exceed <<insert time>> within a period of <<insert time>>. Where Required Downtime exceeds such limits, the Service Provider shall refund to the Client <<insert percentage>>% of the Client's monthly fee for the calendar month during which such Required Downtime exceeds the limits set out above.

Where Required Downtime exceeds <<insert time>>, the Service Provider shall refund to the Client <<insert percentage>>% of the Client's monthly fee for the calendar month during which such Required Downtime exceeds the limits set out above.

2.14 The Service Provider shall be entitled to move the Client Equipment (and the Client Equipment) to another part of the Location to another part of the Location. If such a move is necessary, the Service Provider shall give the Client not less than <<insert period>> notice, providing full details of the move. The Service Provider shall use all reasonable endeavours to ensure that the relocation and the Client Equipment is not affected. Location Services is not responsible for any loss or damage arising from such relocation.

The Service Provider shall be entitled to move the Client Equipment (and the Client Equipment) to another part of the Location to another part of the Location. If such a move is necessary, the Service Provider shall give the Client not less than <<insert period>> notice, providing full details of the move. The Service Provider shall use all reasonable endeavours to ensure that the relocation and the Client Equipment is not affected. Location Services is not responsible for any loss or damage arising from such relocation.

2.15 Nothing in this Agreement shall be construed to confer upon the Client any tenancy rights or other rights of a landlord and tenant between the Client and the Service Provider and/or the Location.

Nothing in this Agreement shall be construed to confer upon the Client any tenancy rights or other rights of a landlord and tenant between the Client and the Service Provider and/or the Location.

2.16 Nothing in this Agreement shall be construed to confer upon the Service Provider any rights or other rights of a landlord and tenant between the Service Provider and the Client Equipment. The Client retains all rights and obligations under any agreements into which the Client has entered in relation to the Client Equipment (subject to any such agreements).

Nothing in this Agreement shall be construed to confer upon the Service Provider any rights or other rights of a landlord and tenant between the Service Provider and the Client Equipment. The Client retains all rights and obligations under any agreements into which the Client has entered in relation to the Client Equipment (subject to any such agreements).

2.17 The Client acknowledges that the Client Equipment is shared with other clients of the Service Provider within the Location and that all facilities provided at the Location shall be shared with such other clients' equipment.

The Client acknowledges that the Client Equipment is shared with other clients of the Service Provider within the Location and that all facilities provided at the Location shall be shared with such other clients' equipment.

3. **Maintenance and Repair**

3.1 It shall be the responsibility of the Service Provider to maintain and repair the Client Equipment in accordance with the terms of this Agreement and to ensure that the Client Equipment is maintained in accordance with those prevailing safety standards commensurate with those prevailing in the <<insert industry>> industry [and in accordance with any additional standards supplied by the Service Provider].

It shall be the responsibility of the Service Provider to maintain and repair the Client Equipment in accordance with the terms of this Agreement and to ensure that the Client Equipment is maintained in accordance with those prevailing safety standards commensurate with those prevailing in the <<insert industry>> industry [and in accordance with any additional standards supplied by the Service Provider].

3.2 The Client Equipment shall be maintained in accordance with those prevailing safety standards commensurate with those prevailing in the <<insert industry>> industry [and in accordance with any additional standards supplied by the Service Provider].

The Client Equipment shall be maintained in accordance with those prevailing safety standards commensurate with those prevailing in the <<insert industry>> industry [and in accordance with any additional standards supplied by the Service Provider].

3.3 The [Client] OR [Service Provider] shall ensure that the Client Equipment does not interfere with the operation of any third party equipment (including the Client Equipment) at the Location.

The [Client] OR [Service Provider] shall ensure that the Client Equipment does not adversely affect or otherwise interfere with the operation of any third party equipment (including the Client Equipment) at the Location, other than to, that of other clients) at the Location.

3.4 [All faults arising in relation to the Client Equipment shall be repaired and the Client shall have access to the Location, as set out in the Client Equipment Opening Hours to carry out such repairs. If access to the Location outside of the Client Equipment Opening Hours is required for such repairs, the Client shall agree upon a mutually suitable time for such access. [The Service Provider shall be responsible for covering any and all reasonable costs incurred by the Client in providing such out of hours access.]]

[All faults arising in relation to the Client Equipment shall be repaired and the Client shall have access to the Location, as set out in the Client Equipment Opening Hours to carry out such repairs. If access to the Location outside of the Client Equipment Opening Hours is required for such repairs, the Client shall agree upon a mutually suitable time for such access. [The Service Provider shall be responsible for covering any and all reasonable costs incurred by the Client in providing such out of hours access.]]

OR

3.4 [All faults arising in relation to the Client Equipment shall be repaired and the Client shall have access to the Location, as set out in the Client Equipment Opening Hours to carry out such repairs. If access to the Location outside of the Client Equipment Opening Hours is required for such repairs, the Client shall agree upon a mutually suitable time for such access. [The Service Provider shall be responsible for covering any and all reasonable costs incurred by the Client in providing such out of hours access.]]

[All faults arising in relation to the Client Equipment shall be repaired and the Client shall have access to the Location, as set out in the Client Equipment Opening Hours to carry out such repairs. If access to the Location outside of the Client Equipment Opening Hours is required for such repairs, the Client shall agree upon a mutually suitable time for such access. [The Service Provider shall be responsible for covering any and all reasonable costs incurred by the Client in providing such out of hours access.]]

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remedied by the Service Provider

3.5 The Service Provider shall endeavour to respond to any and all faults which occur in the Client Equipment in accordance with the following Fault Levels:

able endeavours to respond to any location with regard to the Client Fault Levels:

Fault Level	Repair Time
Fault Level 1	<<insert period>>
Fault Level 2	<<insert period>>
Fault Level 3	<<insert period>>
<<Insert additional levels as required>>	<<insert period>>

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]

3.6 The [Client] OR [Service Provider] shall appoint a suitably qualified and skilled third party to carry out the maintenance and repair obligations set out in this Clause 3.

shall appoint a suitably qualified and skilled third party to carry out the maintenance and repair obligations set out in this Clause 3.

4. **Disconnection of Client Equipment**

If the Service Provider, in its reasonable opinion, may at any time be the cause of a problem with the Service Provider's power supply, the Service Provider may disconnect the Client Equipment from the power supply in order to carry out repairs (including upgrade works) to the Licensed Space or the Client Equipment. Disconnection may be carried out after giving notice of <<insert period>> notice in the circumstances in which caused. The Service Provider shall use all reasonable endeavours to minimise the disruption to the Client Location Services and to the Client Equipment.

If the Service Provider, in its reasonable opinion, believes that the Client Equipment is the causing factor to, or affected by any problem with the Service Provider's power supply, the Service Provider may disconnect the Client Equipment from the power supply in order to carry out repairs (including upgrade works) to the Licensed Space or the Client Equipment. Disconnection may be carried out after giving notice of <<insert period>> notice in the circumstances in which caused. The Service Provider shall use all reasonable endeavours to minimise the disruption to the Client Location Services and to the Client Equipment.

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5. **Additional Services**

5.1 The Service Provider shall, at the request of the Client, provide the following Additional Services:

at the request of the Client, provide the following Additional Services:

5.1.1 [Installation, commissioning and testing of the Client Equipment;]

[Installation, commissioning and testing of the Client Equipment;]

5.1.2 [Training in the use of the Client Equipment and the Licensed Space;]

[Training in the use of the Client Equipment and the Licensed Space;]

5.1.3 [Consultancy services in relation to the configuration and use of the Client Equipment and the Licensed Space.]

[Consultancy services in relation to the configuration and use of the Client Equipment and the Licensed Space.]

5.2 Any and all Additional Services provided for in accordance with Clause 5.1 shall be charged to the Client in accordance with Clause 7 and Schedule 6.

Any and all Additional Services provided for in accordance with Clause 5.1 shall be charged to the Client in accordance with Clause 7 and Schedule 6.

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6. Client's Obligations

- 6.1 The Client shall be responsible for procuring and maintaining a complete and up-to-date inventory of all equipment which is stored and used in the Licensed Space and shall provide the Service Provider with a copy of the same.
- 6.2 The Client shall ensure that all Service Provider Equipment is clearly marked as belonging to the Client.
- 6.3 The Client shall procure and maintain appropriate insurance for the Client's equipment and Service Provider Equipment requiring and maintaining suitable coverages.
- 6.4 The Client shall comply with the Service Provider's Safety Procedures.
- 6.5 The Client shall not perform any work or activities performed on its behalf, any action which may jeopardize the safety or reliability of any other equipment (including, but not limited to, Service Provider Equipment) at the Location.
- 6.6 The Client shall be responsible for ensuring that any third parties authorised to act on behalf of the Client, including but not limited to, employees and subcontractors, act in full compliance with the terms of this Agreement and the Service Provider's Safety Procedures.

7. Fees and Payment

- 7.1 The Client shall pay the Service Provider in accordance with the provisions of Schedule 1 for the Co-Location Services and, where relevant the Service Provider's charges provided by the Service Provider in accordance with the terms of this Agreement.
- 7.2 All payments required under this Agreement by either Party shall be made within the period specified on the date of the relevant invoice in the currency specified on the invoice to the bank in which bank in <<insert location>> as nominated by the Service Provider, without any set-off, withholding or deduction of any kind (if any) of tax as that Party is required to deduct or pay.
- 7.3 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.
- 7.4 If either Party fails to make a payment when due, the amount which is payable to the other pursuant to this Agreement shall bear interest from the due date until payment is made, at a rate of <<insert percentage>> above the base rate from time to time.

8. Liability and Indemnity

- 8.1 The Service Provider shall hold harmless the Client, its subcontractors, agents and employees, from 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 loss of or damage to, or the performance or failure of, any equipment or persons under this Agreement if and to the extent that such claims, costs and expenses are caused or

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contributed to by the
any persons for which

actions of the Service Provider or
is otherwise legally liable.

8.2 The Client shall indemnify
subcontractors, agents, and
costs and liabilities incurred
in contract or in tort, including
loss of or damage to property
performance by the Client to the
extent that such loss or damage
contributed to by the Client or
for which the Client is responsible.

unless the Service Provider, its
and against any and all claims,
of whatsoever nature and whether
death of any person or persons or
arising out of or in respect of the
under this Agreement if and to the
extent that such loss or damage
and expenses are caused or
actions of the Client or any persons
other than the Service Provider.

8.3 Except as expressly provided
or responsible to the Client
for negligence) for:

Agreement, neither Party shall be liable
for otherwise (including any liability

8.3.1 any loss of revenue
or any loss of anticipated

savings, anticipated savings or profits,

8.3.2 any special interest

loss howsoever arising.

8.3.3 For the purpose of this
expense which is not
lesser amount than
the use of the Service
this Agreement.

1 "anticipated savings" means any
to avoid incurring or to incur in a
have been the case by reason of
caused by the Service Provider under

9. Confidentiality

9.1 Each Party undertakes
authorised in writing
continuance of this Agreement
termination:

provided by sub-Clause 9.2 or as
it shall, at all times during the
[<insert period>> years] after its

9.1.1 keep confidential

information;

9.1.2 not disclose

information to any other party;

9.1.3 not use any
contemplated

information for any purpose other than as
contemplated by the terms of this Agreement;

9.1.4 not make any
any Confidential

information in any way or part with possession of

9.1.5 ensure that
contractors or
be a breach

of its officers, employees, agents, sub-
contractors, which, if done by that Party, would
constitute a breach of Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any

information to:

9.2.1.1 any subsidiary

of that Party;

9.2.1.2 any government

authority or regulatory body; or

9.2.1.3 any other
aforementioned

entity of that Party or of any of the
companies or bodies;

to such extent
this Agreement

as may be required for the purposes contemplated by
this Agreement, limited to, the provision of the

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Services), or inform the Information such body (such body) confidentiality should be a keep the Co purposes for

in each case that Party shall first in 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 this Clause 9, to nfidential and to use it only for the made; and

9.2.2 use any Cor other person or at any tin fault of that not disclose knowledge.

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

9.3 The provisions of th terms, notwithstand

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

10. **[Data Protection**

The Service Provider will o Service Provider's <<inse <<insert location(s)>>.]

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

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11. **[Data Processing**

11.1 In this Clause 11 a controller", "data p meaning defined in

personal data", "data subject", "data al data breach" shall have the slation.

11.2 [All personal data t Client subject to th terms of a Data P before any persona

Service Provider on behalf of the processed in accordance with the nto which the Parties shall enter

OR

11.2 [Both Parties shall out in the Data Pro provisions of this A out in the Data Pro those obligations.

the data protection requirements set whether this Clause 11 nor any other either Party of any obligations set shall not remove or replace any of

11.3 For the purposes of this Agreement, the the "Data Controller

islation and for this Clause 11 and "Data Processor" and the Client is

11.4 The type(s) of p processing, and the to this Agreement.

pe, nature and purpose of the ing shall be set out in Schedule 7

11.5 The Data Controlle and notices require Processor for the p

s in place all necessary consents nsfer of personal data to the Data edule 7 to this Agreement.

11.6 The Data Processo

ay personal data processed by it in

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relation to its perfor

ations under this Agreement:

11.6.1 Process the
Controller un
such person
the Data Co
by law;

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

11.6.2 Ensure that
measures (a
data from
damage or
potential ha
current stat
those meas
Data Contro
the Agreem

able 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
ssor and set out in Schedule 6 to

11.6.3 Ensure that
for processi
that person

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

11.6.4 Not transfer
written con
conditions a

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

11.6.4.1

r and/or the Data Processor
itable safeguards for the transfer

11.6.4.2

ects have enforceable rights and
es;

11.6.4.3

complies with its obligations under
egislation, providing an adequate
o any and all personal data so

11.6.4.4

r complies with all reasonable
advance by the Data Controller
cessing of the personal data.

11.6.5 Assist the D
to any and
compliance
security, bre
with supervi
the Informat

Data Controller's cost, in responding
Data subjects and in ensuring its
tion Legislation with respect to
t assessments, and consultations
ators (including, but not limited to,
e);

11.6.6 Notify the D
breach;

undue delay of a personal data

11.6.7 On the Da
dispose of) o
the Data C
required to r

instruction, delete (or otherwise
a and any and all copies thereof to
of this Agreement unless it is
data by law; and

11.6.8 Maintain cor
technical a
demonstrate
the Data Co

ords of all processing activities and
ures implemented necessary to
ause 11 and to allow for audits by
designated by the Data Controller.

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11.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 11.]

OR

11.7 [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 11 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

11.7.1 Enter into a contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 11 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

11.7.2 Ensure that the sub-contractor complies fully with its obligations under this Clause 11 and applicable Data Protection Legislation.]

11.8 Either Party may, at any time, give <<insert period, e.g. 30 calendar days'>> notice, and the other Party shall, upon receiving such notice, replace the provisions of this Agreement, relating to processing clauses or similar terms, with the provisions of a new scheme. Such terms shall apply from the date of replacement.

12. Force Majeure

12.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, industrial action, 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.

12.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree on a reasonable payment for the Co-Location Services and Additional Services up to the date of termination. Such payment shall take into account the contractual commitments entered into in reliance on this Agreement.]

13. Term and Termination

13.1 This Agreement shall commence on the Commencement Date and shall continue for a Term of <<insert period>> from that date, subject to the provisions of this Clause 13.

13.2 Either Party shall have the right to terminate this Agreement by giving not less than <<insert notice period>> written notice at any time prior to the expiry of the term specified in Clause 13.1 or any further period for which this Agreement has been extended (in accordance with this provision) to extend this Agreement for a further <<insert period>>.

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13.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> to expire on or at any time after <<insert minimum term>>

13.4 Either Party may terminate this Agreement by giving written notice to the other Party

13.4.1 any sum owing by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of the breach;

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

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

13.4.4 the other Party enters into an arrangement with its creditors or to an administration order (within the meaning of Section 86);

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

13.4.6 anything and all proceedings in any jurisdiction of the other Party;

13.4.7 that other Party ceases, to carry on business; or

13.4.8 control of the other Party is exercised by any person or connected persons not named in this Agreement. For the purposes of this Clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

13.5 For the purposes of this Clause 13, a breach shall be considered capable of remedy if the Party in breach complies with the provision in question in all respects.

13.6 The rights to terminate this Agreement given by this Clause 13 shall not prejudice any other rights of either Party in respect of the breach concerned (if any) or any other breach.

14. Effects of Termination

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

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

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

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20. **Time**

20.1 [The Parties agree that the time referred to in this Agreement shall be of the essence of the Agreement.]

referred to in this Agreement shall

OR

20.2 [The Parties agree that the time referred to in this Agreement are for guidance only and may be varied by mutual agreement.]

referred to in this Agreement are for guidance only and may be varied by mutual agreement.]

21. **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 in this Agreement.

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

22. **Non-Solicitation**

22.1 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 previously employed by the other Party at any time in relation to this Agreement without the express written consent of that Party].

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 previously employed by the other Party at any time in relation to this Agreement without the express written consent of that Party].

22.2 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client with whom solicitation or enticement would cause damage to the other Party without the express written consent of that Party.

Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client with whom solicitation or enticement would cause damage to the other Party without the express written consent of that Party.

23. **Third Party Rights**

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

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

23.2 Subject to this Clause, all rights conferred by this Agreement shall continue and be binding on the transferee, successor or assignee of the Party as required.

Subject to this Clause, all rights conferred by this Agreement shall continue and be binding on the transferee, successor or assignee of the Party as required.

24. **Notices**

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

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

24.2 Notices shall be deemed to have been given:

Notices shall be deemed to have been given:

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

by hand or other messenger (including registered mail) during business hours of the recipient; or

24.2.2 when sent, by post, e-mail and a successful transmission is generated; or

by post, e-mail and a successful transmission is generated; or

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24.2.3 on the fifth ordinary mail

g mailing, if mailed by national

24.2.4 on the tenth postage prepa

g mailing, if mailed by airmail,

In each case notice address, or facsimil

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

25. **Entire Agreement**

25.1 [Subject to the pro the entire agreeme and may not be mo authorised represen

s] OR [This] Agreement contains with respect to its subject matter ment in writing signed by the duly

25.2 Each Party acknow on any representa provided in this Ag implied by statute c by law.

to this Agreement, it does not rely r provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

26. **Counterparts**

This Agreement may be Parties to it on separate co shall be an original, but a same instrument.

number of counterparts and by the n when so executed and delivered ther shall constitute one and the

27. **Severance**

In the event that one or unlawful, invalid or otherwis severed from the remaind shall be valid and enforcea

of this Agreement is found to be hose provision(s) shall be deemed The remainder of this Agreement

28. **Dispute Resolution**

28.1 The Parties shall at Agreement through have the authority to

ute arising out of or relating to this eir appointed representatives who

28.2 [If negotiations un <<insert period>> c attempt to resolve Dispute Resolution

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

28.3 [If the ADR proced within <<insert perio not participate in arbitration by either

28.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

28.4 The seat of the arbi The arbitration sha

28.3 shall be England and Wales. rbitration Act 1996 and Rules for

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Arbitration as agreed
unable to agree on
may, upon giving v
Deputy President fo
the appointment of
that may be require

In the event that the Parties are
Rules for Arbitration, either Party
r Party, apply to the President or
Chartered Institute of Arbitrators for
ors and for any decision on rules

28.5 Nothing in this Cl
applying to a court f

either Party or its affiliates from
f.

28.6 The Parties hereby
dispute resolution u
Parties.

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

29. **Law and Jurisdiction**

29.1 This Agreement (inc
therefrom or assoc
accordance with, th

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

29.2 Subject to the provi
or claim between t
contractual matters
shall fall within the j

dispute, controversy, proceedings
is Agreement (including any non-
herefrom or associated therewith)
f England and Wales.

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by
<<Name and Title of person signir
for and on behalf of <<Service Pro

>>

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

SIGNED by

<<Name and Title of person signir
for and on behalf of <<Client's Nar

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

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Co-Location Services

<<Insert a full specification of a Provider under the Agreement>>

to be provided by the Service

Issue Levels

<<Insert details of Issue Levels as

applied in Clause 2>>

Fault Levels

<<Insert details of Fault Levels as

applied in Clause 3>>

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Client Equipment

<<Insert full details of all Client Equipment>>

[Service Provider Equipment

<<Insert full details of all Service Provider Equipment>>

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Licensed Space

<<Insert full specification for the space used by the Client under the Agreement>>

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Location

<<Insert full details and specifications of the location in which the Co-Location Services are to be provided>>

which the Co-Location Services are

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Security Procedures

<<Insert full details and specific procedures operated by the Service Provider>>

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Fees and Payment

<<Insert full details of all fees payable for the Co-Location Services, the Additional Services and (where relevant) any other payments required>>

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Pursuant to Clause 11.4, the following details of the nature and purpose of the processing:

(s) of personal data, the scope, the processing:

<<Insert full details>>]

[Pursuant to Clause 11.6.2, the following technical and organisational measures agreed:

cal and organisational measures

<<Insert full details>>]]

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