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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Service Provide under number <<Company [of] <<insert Address>> ("tl
- (2) <<Name of Client>> [a c number <<Company Regi <<insert Address>> ("the C

WHEREAS:

- (1) The Service Provider prov clients. The Service Provid field.
- (2) The Client wishes to enga this Agreement in relation and conditions of this Agre
- The Service Provider agre (3) Client, subject to the terms

IT IS AGREED as follows:

1. **Definitions and Interpreta**

1.1 In this Agreement expressions have th

"Business Day"

"Commencement Date"

"Confidential Informatio

ed in <<Country of Registration>> whose registered office is at] OR

Country of Registration>> under e registered office is at] OR [of]

services>> services to business knowledge and experience in that

to provide the services set out in Schedule 3, subject to the terms

s set out in this Agreement to the reement.

therwise requires, the following

(other than Saturday or Sunday) y banks are open for their full business in <<insert location>>:

on which provision of the Services as set out in sub-Clause 10.1:

n to either Party, information d to that Party by the other Party connection with this Agreement r in writing or any other medium, ot the information is expressly idential or marked as such);



able legislation in force from time ited Kingdom applicable to data rivacy including, but not limited to, he retained EU law version of the otection Regulation ((EU) forms part of the law of England land, and Northern Ireland by 3 of the European Union 2018); the Data Protection Act ations made thereunder); and the tronic Communications 3 as amended:

all sums due under this the Client to the Service Provider, chedule 2:

le for the provision of the Services ut relevant dates and times for set out in sub-Clause 2.6 [and Agreement in Schedule 1];

ert brief description>> project in the Service Provider is to provide fully described in Schedule 3:

ces to be provided by the Service lient in accordance with Clause 2. in Schedule 1, and subject to the ions of this Agreement;

party consultant or contractor cordance with Clause 4 who shall the Service Provider as identified e: and]

of this Agreement as set out in

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time:

this Agreement and each of the hted at the relevant time:

ement: and

e to a Clause of this Agreement raph of the relevant Schedule.

barties to this Agreement.

a Project (Business to Business)

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- communicat similar mear
- 1.2.2 a statute or provision as
 - "this Agreen
- - - Schedules a

 - - 1.2.3
 - 1.2.4 a Schedule
 - 1.2.5 a Clause or (other than t

1.2.6 a "Party" or

- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any g
- 1.6 References to perso

2. Provision of the Services

- 2.1 With effect from throughout the Tern
- 2.2 The Service Provide commensurate wit relevant to Services
- 2.3 The Service Provid given to it by the specification of Serv
- 2.4 The Service Provide statutes, regulation rules relevant to the
- 2.5 The Service Provid the Project by mea period>> intervals.
- 2.6 The Service Provic [from time to time], attached hereto in S the Services includi
 - 2.6.1 Start dates;
 - 2.6.2 Access date
 - 2.6.3 Milestone da parts of the proceed with
 - 2.6.4 <<insert add
- 2.7 The Service Provid any reasonable ch Client, subject to the the Fees that may b
- 2.8 [The Service Provid the Services, act or this Agreement but time to time.]

3. Client's Obligations

3.1 The Client shall u information to the S provision of the Se be limited to, that

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r convenience only and shall have ement.

clude the plural and vice versa. ther gender. tions.

ate, the Service Provider shall, ide the Services to the Client.

ces with reasonable skill and care, in the <<insert sector/industry (ingdom.

ce with all reasonable instructions tructions are compatible with the le 1.

r ensuring that it complies with all codes of conduct and any other

nformed of all activities related to supplied to the Client at <<insert

ning of this Agreement] **AND/OR** the Client a Programme [which is et out relevant dates and times for

e Provider is to complete certain le the Client's other contractors to r the relevant parts thereof);

uired>>.

ble endeavours to accommodate e that may be requested by the any related reasonable changes to changes.

ertain specified matters related to ch matters shall not be set out in en the Parties as they arise from

eavours to provide all pertinent cessary for the Service Provider's shall include, but not necessarily es of the Project and the Project

timetable.

- 3.2 The Client shall, wi Service Provider, ir acceptance or sha acceptance includin
- 3.3 The Client may, from Provider in relation such instructions st provided in Schedu
- 3.4 In the event that the or any other comm provision of the Se provide the same in
- 3.5 If any consents, lie parties such as lan shall be the Clien provision of the Ser
- 3.6 If the nature of the the Client's premis controlled by the C access to the same and the Client as re
- 3.7 Any delay in the product of the delay in complying responsibility or fau

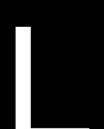
4. Appointment of Third Par

- 4.1 The Client may, fro and contractors as Project. [The Serv be required except are likely at any tir with the Services pr
- 4.2 Any and all third p shall be required to provide any and a Provider to enable with this Agreement
- 4.3 The Service Provide party consultants a provide any and consultants and co services to the Clier
- 4.4 The Service Provid Project which requi the Service Provide and it shall be the specialist. The Ser
- 4.5 The Client shall ke











f receiving a Programme from the er in writing either of the Client's reasons, its reasons for non-

sonable instructions to the Service s provision of the Services. Any the specification of the Services

es the decision, approval, consent ent in order to continue with the eof at any time, the Client shall manner.

sions are needed from any third ties, local authorities or similar, it ain the same in advance of the t thereof).

e Service Provider has access to on, access to which is lawfully ure that the Service Provider has ed between the Service Provider

sulting from the Client's failure or s of this Clause 3 shall not be the

htractors

such other third party consultants other services necessary for the nt in such appointments shall not ices provided by such third parties or in any other manner interfere ovider.]

htractors appointed to the Project Service Provider and to promptly sonably required by the Service provide the Services and comply

operate fully with any and all third d to the Project and to promptly asonably required by any such n to provide the relevant agreed elevant agreements.

ime, identify certain parts of the party specialist. In such cases, of the need for such a specialist to appoint and contract with the a party to any such contracts.

fully informed of any and all third

party consultants a <<insert details requ

- 4.6 [In certain cases, th contractors appoint work completed by services provided t that the Service appropriate adjustm
- 4.7 [Certain Specified Provider. The Clie the express written shall not be respons

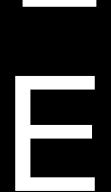
5. Fees, Payment and Reco

- 5.1 The Client shall pa provisions of Sched
- 5.2 The Service Provide the provisions of Sc
- 5.3 All payments requir shall be made withi of the relevant invoi
- 5.4 All payments requir shall be made in << location>> as the r any set-off, withhold Party is required to
- 5.5 Where any paymer day that is not a Bu Day.
- 5.6 Without prejudice following the expiry on a daily basis at name of bank>> fro outstanding sums.
- 5.7 Each Party shall:
 - 5.7.1 keep, or pr account as a pursuant to t
 - 5.7.2 at the reaso agent to insp that they rela and
 - 5.7.3 within <<ins obtain at its certificate as this Agreem









to the Project and shall provide ne.

require third party consultants and sider and comment upon certain where such work relates to the sultants and contractors, in order any reasonably necessary and t work.]

instructed only via the Service cified Contractors directly without Provider. The Service Provider ssued in breach of this provision.]

e Provider in accordance with the

t for Fees due in accordance with

to this Agreement by either Party ness Days of receipt by that Party

to this Agreement by either Party red funds to such bank in <<insert time to time nominate [, without such amount (if any) of tax as that /.]

ment is required to be made on a ide on the next following Business

any sums which remain unpaid sub-Clause 5.3 shall incur interest above the base rate of <<insert ment is made in full of any such

ept, such records and books of the amount of any sums payable urately calculated;

her Party, allow that Party or its ooks of account and, to the extent ose sums, to take copies of them;

end of each <<insert interval>>, ly to the other Party an auditors' ums paid by that Party pursuant to terval>>.

6. Liability, Indemnity and I

- 6.1 The Service Provide valid insurance that
- 6.2 In the event that reasonable care ar action at no additior
- 6.3 The Service Provid individual occurrence limited either to the calculated in accord
- 6.4 The net contribution basis of what is de taking into account in question and con providing services contribution shall be
 - 6.4.1 that such undertakings Agreement loss or dama
 - 6.4.2 that there ar or co-insural and
 - 6.4.3 that such th sums as it w the extent of
- 6.5 The Service Provide Client that results f the Service Provide
- 6.6 Nothing in this Agree for death or persona
- 6.7 The Client shall in damages, loss, cla equipment (includir Service Provider) ca
- 6.8 Neither Party shall Agreement by rease of that Party's oblig that Party's reasona

7. Guarantee

- 7.1 The Service Provid shall be free from a months>> following
- 7.2 If any defects in the period set out in su such defects at no control of the period set out in set o















s in place at all times suitable and ity insurance.

ils to perform the Services with any and all necessary remedial

loss or damage in respect of any sing out of any one event shall be um>> or to the net contribution 4, whichever is the smaller sum.

ise 6.3 shall be calculated on the e for the Service Provider to pay sponsibility for the loss or damage with that of all other third parties same loss or damage. The net ng assumptions:

vided to the Client contractual onerous than those under this r with respect to liability for such

tions of liability nor joint insurance he Client and any such third party;

to have paid to the Client such e for them to pay having regard to e loss or damage in question.

ny loss or damage suffered by the o follow any instructions given by

ude the Service Provider's liability

be deemed to be in breach of this ning, or any failure to perform, any ilure is due to any cause beyond

product of all Services provided period of <<insert period e.g. 12 es.

es appear during the guarantee Provider shall rectify any and all

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8. Confidentiality

- 8.1 Each Party underta authorised in writir continuance of this termination:
 - 8.1.1 keep confide
 - 8.1.2 not disclose
 - 8.1.3 not use any contemplate
 - 8.1.4 not make ar any Confider
 - 8.1.5 ensure that contractors of be a breach
- 8.2 Either Party may:
 - 8.2.1 disclose any
 - 8.2.1.1 any s
 - 8.2.1.2 any g
 - 8.2.1.3 any afore

to such exte this Agreem Services), o inform the Information such body u such body) confidentialit should be a keep the Co purposes for

- 8.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.
- 8.3 The provisions of th terms, notwithstand

9. Force Majeure

9.1 No Party to this Agr their obligations wh beyond the reasona limited to: power fai

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ovided by sub-Clause 8.2 or as it shall, at all times during the <insert period>> years] after its

rmation;

tion to any other party;

n for any purpose other than as erms of this Agreement;

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 8.1.1 to 8.1.4 above.

to:

of that Party;

thority or regulatory body; or

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

for the purposes contemplated by limited to, the provision of the n each case that Party shall first n question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written arty in question. Such undertaking in the terms of this Clause 8, to nfidential and to use it only for the nade; and

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 ntial Information that is not public

e in force in accordance with their Agreement for any reason.

r any failure or delay in performing ay results from any cause that is Such causes include, but are not vider failure, industrial action, civil unrest, fire, flood, governmental action in question.

9.2 [In the event that a hereunder as a resperiod>>, the other written notice at the Parties shall agree provided up to the any prior contractua of this Agreement.]

10. Term and Termination

- 10.1 This Agreement sh and shall continue f provisions of this Cl
- 10.2 Either Party shall ha other Party and exwritten notice to the in sub-Clause 10.1 extended pursuant period of <<insert p
- 10.3 Either Party may te <<insert notice per <<insert minimum te
- 10.4 Either Party may notice to the other F
 - 10.4.1 any sum ov provisions o Business Da
 - 10.4.2 the other Pa this Agreem it within <<i notice givin remedied;
 - 10.4.3 an encumbr company, a that other Pa
 - 10.4.4 the other Pa being a com the meaning
 - 10.4.5 the other Pa made agains the purposes a manner th bound by or this Agreem
 - 10.4.6 anything an jurisdiction c











acts of terrorism, acts of war, is beyond the control of the Party

t cannot perform their obligations a continuous period of <<insert tion terminate this Agreement by the event of such termination, the onable payment for all Services h payment shall take into account nto in reliance on the performance

<<insert Commencement Date>> m>> from that date, subject to the

the agreement and consent of the ess than <<insert notice period>> o the expiry of the Term specified r which this Agreement has been end this Agreement for a further

y giving to the other not less than expire on or at any time after

his Agreement by giving written

he other Party under any of the ot paid within <<insert period>> yment;

reach of any of the provisions of capable of remedy, fails to remedy s Days after being given written breach and requiring it to be

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

arrangement with its creditors or, to an administration order (within 86);

or firm, has a bankruptcy order , goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

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- 10.4.7 that other Pa
- 10.4.8 control of th persons not Agreement. "connected Sections 112
- 10.5 For the purposes or of remedy if the Par respects.
- 10.6 The rights to term prejudice any other concerned (if any) of the concerned (if any) of the term term of term t

11. Effects of Termination

Upon the termination of this

- 11.1 any sum owing by e Agreement shall be
- 11.2 all Clauses which, e the expiry or termina
- 11.3 termination shall no which the terminatir termination or any may have in respe before the date of te
- 11.4 subject as provided rights neither Party
- 11.5 each Party shall (e cease to use, eithe shall immediately re control which contai

12. [Data Protection

The Service Provider will a Service Provider's <<inset <<insert location(s)>>.]

13. [Data Processing

- 13.1 In this Clause 13, processor", and "pe Data Protection Leg
- 13.2 [All personal data t Client under this Ag of the Data Proces date>> [pursuant to OR









to cease, to carry on business; or

red by any person or connected other Party on the date of this of this Clause 9, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

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

ven by this Clause 10 shall not er Party in respect of the breach

on:

under any of the provisions of this nd payable;

ir nature, relate to the period after hall remain in full force and effect;

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

except in respect of any accrued r obligation to the other; and

rred to in Clause 8) immediately any Confidential Information, and ny documents in its possession or itial Information.

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

subject", "data controller", "data I have the meaning defined in the

Service Provider on behalf of the sed in accordance with the terms into by the Parties on <<insert

- 13.2 [The Parties hereby protection requirem
 13 shall not reliev
 Protection Legislat obligations.
- 13.3 For the purposes of Service Provider i Controller".
- 13.4 The type(s) of performing processing, and the
- 13.5 The Data Controlle and notices require Processor for the pu
- 13.6 The Data Processo relation to its perfor
 - 13.6.1 Process the Controller u such persor the Data Co by law;
 - 13.6.2 Ensure that measures (a data from damage or potential ha current state those measu
 - 13.6.3 Ensure that for processir that persona
 - 13.6.4 Not transfer written cons conditions a

13.6.4.1

13.6.4.2

13.6.4.3

13.6.4.4

13.6.5 Assist the D to any and compliance security, bre











th comply with all applicable data Protection Legislation. This Clause obligations set out in the Data nove or replace any of those

islation and for this Clause 13, the " and the Client is the "Data

e, nature and purpose of the ng are set out in Schedule 4.

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

y personal data processed by it in ations under this Agreement:

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

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing on are set out in Schedule 4;

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

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

er and/or the Data Processor uitable safeguards for the transfer

cts have enforceable rights and ies;

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

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

ta Controller's cost, in responding a subjects and in ensuring its ion Legislation with respect to t assessments, and consultations

a Project (Business to Business)

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with supervi the Informat

- 13.6.6 Notify the D breach;
- 13.6.7 On the Da dispose of) o the Data C required to r
- 13.6.8 Maintain cor technical ar demonstrate the Data Cor
- 13.7 [The Data Processo to the processing of

OR

- 13.7 [The Data Process contractor with resp 13 without the prior be unreasonably w sub-contractor, the
 - 13.7.1 Enter into a impose upor upon the Da the Data F obligations; ;
 - 13.7.2 Ensure that that agreem
- 13.8 Either Party may, at days'>> notice, alt processing clauses scheme. Such ter Agreement.]

14. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

15. Further Assurance

Each Party shall execute may be necessary to carry

16. Costs

Subject to any provisions own costs of and incident

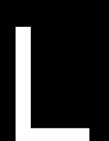
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ators (including, but not limited to, e);

undue delay of a personal data

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

rds of all processing activities and ures implemented necessary to ause 13 and to allow for audits by besignated by the Data Controller.

any of its obligations with respect Clause 13.]

t any of its obligations to a subpersonal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

the sub-contractor, which shall same obligations as are imposed use 13 and which shall permit both ta Controller to enforce those

lies fully with its obligations under on Legislation.

t <<insert period, e.g. 30 calendar acing it with any applicable data n part of an applicable certification replaced by attachment to this

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

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

ty to this Agreement shall pay its eparation, execution and carrying

into effect of this Agreemer

17. Set-Off

Neither Party shall be entit or sums received in res agreement at any time.

18. Assignment and Sub-Cor

- Subject to sub-Cl 18.1 Neither Party may charge) or sub-lice sub-contract or othe written consent of withheld.
- 18.2 [Subject to the pro be entitled to perfor member of its grou Any act or omissic purposes of this A Service Provider.]

19. Time

19.1 The Parties agree be of the essence o OR

19.2 The Parties agree for guidance only a varied by mutual ag

20. **Relationship of the Partie**

Nothing in this Agreement joint venture, agency or oth contractual relationship exp

21. Non-Solicitation

- 21.1 Neither Party shall, period>> after its te person who is or w any time in relation that Party].
- 21.2 Neither Party shall, period>> after its te Party any customer cause damage to consent of that Part









n any manner from payments due er this Agreement or any other

nent is personal to the Parties. arge (otherwise than by floating te any of its rights hereunder, or obligations hereunder without the consent not to be unreasonably

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

referred to in this Agreement shall

referred to in this Agreement are ce of this Agreement and may be rties.1

emed to constitute a partnership. between the Parties other than the s Agreement.

ement and for a period of <<insert loy or contract the services of anv se engaged by the other Party at but the express written consent of

ement and for a period of <<insert cit or entice away from the other h solicitation or enticement would arty without the express written

22. Third Party Rights

- 22.1 No part of this Agre accordingly the Cor this Agreement.
- 22.2 Subject to this Clau transferee, success

23. Notices

- 23.1 All notices under th if signed by, or on notice.
- 23.2 Notices shall be dee
 - 23.2.1 when delive registered m
 - 23.2.2 when sent, transmission
 - 23.2.3 on the fifth ordinary mai
 - 23.2.4 on the tent postage prep

In each case notice address, or facsimil

24. Entire Agreement

- 24.1 [Subject to the pro the entire agreeme and may not be mo authorised represer
- 24.2 Each Party acknow on any representa provided in this A implied by statute c by law.

25. Counterparts

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

26. Severance

In the event that one or unlawful, invalid or otherwise

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of this Agr hose provis

fer rights on any third parties and arties) Act 1999 shall not apply to

all continue and be binding on the Party as required.

writing and be deemed duly given sed officer of the Party giving the

given:

ier or other messenger (including ss hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail ther Party.

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

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

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

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

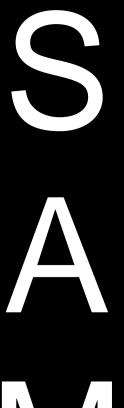
severed from the remaind shall be valid and enforcea

27. **Dispute Resolution**

- 27.1 The Parties shall at Agreement through have the authority to
- 27.2 [If negotiations un <<insert period>> c attempt to resolve Dispute Resolution
- 27.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 27.4 The seat of the arbit The arbitration sha Arbitration as agree unable to agree on may, upon giving v Deputy President for the appointment of that may be require
- 27.5 Nothing in this Cla applying to a court f
- 27.6 The Parties hereby dispute resolution u Parties.

28. Law and Jurisdiction

- 28.1 This Agreement (in therefrom or assoc accordance with, th
- 28.2 Subject to the provi or claim between t contractual matters shall fall within the j







The remainder of this Agreement

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

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

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

27.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for prs and for any decision on rules

either Party or its affiliates from

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

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

dispute, controversy, proceedings s Agreement (including any nonherefrom or associated therewith) f England and Wales.

IN WITNESS WHEREOF this Ag before written

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>>



executed the day and year first

Specification of Services

<<Insert a detailed specification o Client under this Agreement>>

[The Programme

<<Insert a copy of the Programme



ded by the Service Provider to the

ment>>]

Fees and Payment

<<Insert complete details of all fee

 \bigvee

ents under this Agreement>>

The Project
<<Insert a detailed specification ar

ect>>

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1. Data Processing

Scope <

Nature <<Insert description of the nature of

Purpose <

Duration <<Insert details of the duration of t

2. Types of Personal Data <<List the types of personal data t</pre>

3. Categories of Data Subject <<List the categories of data subje

4. Organisational and Technical <<Describe the organisational and 13.6.2>>.



rried out>>.

arried out>>.

sing is to be carried out>>.

res be implemented as referenced in