

STANDARD SERVICE PROVIDER CONDITIONS

BACKGROUND:

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

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1. Definitions and Interpretation

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

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“Applicable Laws”

laws, regulations, and similar provisions that are in force at the time of the Contract, and to the Contract;

“Business Day”

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

“Business Hours”

the hours of operation, e.g., 9:00 a.m. to <<insert time>> on a Business Day;

“Client”

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

[“Client Equipment”

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

“Client Materials”

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

“Commencement Date”

the date on which the Contract shall enter into force as set out in Clause 2 (Basis of Contract);

“Confidential Information”

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

SAMPLE

“Contract”	means the contract entered into by the Service Provider and the Client for the provision of Services in accordance with the terms and conditions set forth in these Terms and Conditions.
[“Data Protection Legislation”]	means all laws, regulations, orders, decrees, ordinances, circulars, administrative provisions or other instruments in force from time to time applicable to data protection, including, but not limited to, the UK Data Protection Act 2018 (as amended), Regulation 3(10) (as amended), Article 4(4) of the Data Protection Directive, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation.
“Deliverables”	means the outputs provided by the Service Provider to the Client under the Services [including, but not limited to, <<[specify Deliverables]>>] OR [namely, <<brieffly specify Deliverables here>> as specified in the Specification]; materials or documents provided to the Client in the course of the Services;
“Fees”	means the fees payable by the Client under the Contract from time to time, which shall be considered in consideration of the Services provided hereunder pursuant to Clause 5 (Fees, Payment, and Invoicing).
“Intellectual Property Rights”	means all rights in inventions, copyright and related rights, patents, trade marks, [service marks], domain names, rights in get-up and the right to passing off, database rights, [rights in confidential information], to use confidential information, protect the same, and any other intellectual property rights, whether registered or unregistered, including applications and pending registrations, (pending) renewals or extensions, (pending) claim priority from, any equivalent rights or other rights now or in the future.
“IP Claim”	means a claim made against the Client for infringement of Intellectual Property Rights against the Client, or a claim made by the Service Provider to enforce its Intellectual Property Rights pursuant to Clause 6.5 (Intellectual Property Rights).
[“Mandatory Policies”]	means the policies as [attached to] the Services OR [the Specification] OR [any other document referred to in the Specification].

SAMPLE

“Order” is the Client’s order for the Services as set out [in the Client’s purchase order form] **OR** [in the Client’s acceptance of the Service Provider’s quotation on reverseleaf] **OR** [<<insert other option(s) as needed>>];

“Services” means the services to be provided by the Service Provider to the Client in accordance with the Contract, as defined in the Specification; [and]

As any and all equipment including computer hardware, systems, <<insert relevant examples>> owned and used by the Service Provider in relation to the provision of the Services (whether directly or indirectly) [including, but not limited to, any such equipment set out in [the Order] **OR** [the Specification] <<insert location>>]; and]

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

1.2 Any [redacted] and any similar expression, includes a reference to any of [redacted] fax or] email.

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

1.4 Unless otherwise, legislation or a provision thereof, shall include the provision made from time to time under that legislation or provision.

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

1.6 A reference to the contract between the Parties as defined in Clause 1.1 and further set out below in Clause 2 (Basic Terms) shall be a reference to the contract between the Parties as defined in Clause 1.1 and further set out below in Clause 2 (Basic Terms).

1.7 A ref [REDACTED] "Parties" refer to the parties to the Contract.

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

1.9 Any [REDACTED] party not to do a particular thing includes an obligation [REDACTED] to be done.

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

1.11 Word [REDACTED] singular number shall include the plural and vice versa [REDACTED]

1.12 Refe [REDACTED] all include any other gender.

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

1.14 Refe [REDACTED] shall include companies, corporations, or other

bodies and wherever incorporated or established.

2. Basis of Contract

- 2.1 An Offer shall constitute a contractual offer by the Client to procure Services from the Service Provider in accordance with and on the basis of these Terms and Conditions.
- 2.2 An Offer shall only be accepted by the Service Provider upon the acceptance of that Order in writing.
- 2.3 Upon the issuing of written acceptance under sub-Clause 2.2, a Contract shall come into existence between the Client and the Service Provider. The Service Provider's written acceptance shall be the Contract.
- 2.4 These Terms and Conditions shall form the basis of the Contract. Subject to sub-Clause 10.8 (Data Processing)], any other terms and conditions [the Service Provider] seek[s] to impose or which are implied by trade custom, practice, or course of dealing shall be excluded from the Contract.
- 2.5 No advertisement, literature, descriptive matter, drawings, samples, similar material issued or published by the Service Provider in any medium shall form part of the Contract or have any legal effect. Any material is provided by the Service Provider only for information or providing an approximate description of the service provided by the Service Provider.
- 2.6 Quotations from the Service Provider shall not constitute a contractual offer. [Quotations are valid for a period of <<insert period>> from the date of issue.]

3. Provision of Services

Service Provider's Obligations

- 3.1 Within the period of [insert commencement Date] OR [the date stated in the Order], the Service Provider shall, throughout the term of the Contract, provide the Services in accordance with the Order.
- 3.2 The Service Provider shall ensure that the Services and the Deliverables conform to the specification in all material respects.
- 3.3 The Service Provider shall provide the Services with [reasonable] OR [the best] quality and shall ensure that the Services are in accordance with [prevailing standards] OR [best practice] in the industry or sector relevant to the Services>> sector.
- 3.4 The Service Provider shall ensure that all Deliverables are prepared with skill and care and are free from defects in workmanship, installation, and materials, standards, and specifications. The provision of the Services and the Deliverables shall be free from defects in workmanship, installation, and design.
- 3.5 The Service Provider shall ensure that all Deliverables are fit for any purpose known by the Client to the Service Provider.
- 3.6 The Service Provider shall [use reasonable endeavours to] meet any requirements [the Order] OR [<<insert location>>] [or as the

Client shall ensure that the Service Provider from time to time]. [Such dates shall be effective and time shall not be of the essence in the provision of the Services. [Time shall be of the essence in the provision of the Services to such performance dates.]

3.7 The Service Provider shall perform the Services in accordance with all reasonable instructions issued by the Client and that such instructions are compatible with the Specifications.

3.8 The Service Provider shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to perform the Services to which they are assigned.

3.9 [The Service Provider shall provide the Service Provider Equipment[, which is required for the provision of the Services].]

3.10 [In the event that any permits or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Service Provider shall obtain the same before the provision of the Services is due to begin (in accordance with sub-Clause 3.1), and shall maintain the same to the extent required for the provision of the Services [and use of the Service Provider Equipment] throughout the term of the Contract.]

3.11 The Service Provider shall use any Client Materials provided by the Client to the extent reasonably necessary for and only for the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold the Client Materials in safe custody, at its own risk, and shall maintain the same throughout the term of the Contract. The Service Provider shall return or dispose of the Client Materials at the Client's option and on the Client's written instruction.]

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

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

4. Client's Obligations

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

4.2 The Client shall

- a) [The Client shall] reasonably required by the Service Provider to the Service Provider to provide the Services;
- b) [The Client shall] materials that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Materials, to enable the Service Provider to provide the Services;
- c) [The Client shall] any and all Client Equipment (or access thereto) [or as otherwise reasonably required by the Parties [or as otherwise reasonably required by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services;]
- d) [The Client shall] access to and availability of and use of the Client's other facilities that is or are agreed upon by the Parties [or as otherwise reasonably requested from time to time by the Service Provider] to enable the Service Provider to provide the Services. The Client shall inform the Service Provider of any applicable health and safety regulations and security requirements.

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

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

4.5 [In the event that] decisions or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required Client Equipment], the Client shall obtain the same before the date the provision of the Services is due to begin (in accordance with sub-clause 4.3) and maintain the same to the extent required for the provision of the Services and use of the Service Provider Equipment] throughout the term of the Contract.]

4.6 Any delay or non-provision of the Services by the Service Provider shall not be a breach of the Contract if it is caused by the Client's failure or delay in complying with any of its obligations under the Contract or any other act or omission of the Client shall not be a breach of the Contract of the Service Provider.

5. Fees, Payment and Taxes

5.1 [The Fees shall be] the Order. The Fees shall be the full and only consideration payable by the Client to the Service Provider with respect to its provision of the Services.

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

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

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

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

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

c) The Service Provider shall have the right to charge an overtime rate of 150% of its daily rate on a pro-rata basis for each hour of overtime worked by personnel that it engages in the performance of the Services outside of the hours stated above in sub-Clause 5.1;

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

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

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

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

5.5 When payment is due on a Business Day, it shall be made on a day that is not a Business Day, the next following Business Day.

5.6 All sums payable under the Contract shall be exclusive of VAT. If the supply for VAT purposes is made under the Contract, the Client shall, upon receipt of the invoice from the Service Provider, pay to the Service Provider the amount of VAT as are chargeable on the supply of the Services. That payment is due for the provision of the Services.

5.7 If the Client disputes an invoice and reasonably believes that it is incorrect, it may withhold payment in good faith as follows:

a) The Client shall notify the Service Provider in writing as soon as possible and practicable;

b) The Client shall not be deemed to be in breach of the Contract for withholding payment of disputed sums while such a dispute is ongoing;

c) The Client shall pay any sum which is not in dispute by the due date for payment;

d) In the event of the dispute, the Client shall pay the sum of the undisputed amounts including any interest charged on that sum (interest shall be calculated in accordance with sub-Clause 5.4.1 (the original due date for payment));

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e) The Service Provider is required to refund any sums to the Client and interest shall be added to such sums, as calculated in accordance with Clause [5.9] OR [5.8]; and

f) In the event of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within the period>> and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within the period>>.

5.8 Without prejudice to Clause 14.2(a) (termination for late payment), any sums payable by the Client by the due date for payment under the Contract shall be payable on a daily basis at a rate of <<insert percentage>>% per annum over the base rate of the Bank of England from time to time, or at the rate of <<insert percentage>> per annum for any period during which that base rate applies. Interest shall be payable until payment is made in full of the sum due, whether before or after judgment.

5.9 [All sums payable under the Contract shall be paid in full without any set-off, counterclaim except any withholding or deduction (if any) permitted by law.]

5.10 The Service Provider shall, and shall ensure that its agents and subcontractors shall, are kept, such records and books of account as shall enable the Client to verify the amount of any sums payable pursuant to the Contract and that such records and books of account are accurately calculated; and

b) At the request of the Client, allow the Client or its agent to inspect and verify the records and books of account.

6. Intellectual Property

6.1 The Client (and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in any and all Client Materials.

6.2 The Service Provider shall grant to the Client a non-exclusive, fully paid-up, [non-sublicensable] licence to use, copy, modify, and distribute the Deliverables for the term of the Contract only to the extent necessary for the purposes of the provision of the Services and only for the purposes of the provision of the Services with the Client's written authorisation and in accordance with the Client's written instructions.

6.3 [The Service Provider shall not acquire the ownership of Intellectual Property Rights subsisting in the Deliverables and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in the Deliverables to the extent that any Client Materials are incorporated into the Deliverables; [and]

b) In the event of termination or expiry of the Contract, the Service Provider shall grant to the Client a non-exclusive, fully paid-up, [non-sublicensable] licence to use, copy, modify, and distribute the Deliverables to the extent reasonably necessary for the purposes of the provision of the Services and the Deliverables in accordance with the Client's written instructions; [.] OR [; and]

c) the right to sub-licence the rights to use, copy, or reproduce the Deliverables under sub-Clause 6.3(b) to its [Affiliates] **AND/OR** [other third parties to the extent necessary for using and receiving services which are part of the Services].]

OR

6.3 [The Service Provider shall retain the ownership of Intellectual Property Rights in the Deliverables [upon receipt by the Service Provider of all sums due under the Contract] **OR** [upon <<insert triggering event>>] **OR** [as set out in the Deliverables Schedule].]

a) The Service Provider shall assign to the Client all Intellectual Property Rights in the Deliverables with full title guarantee and free from third party rights;

b) The Service Provider shall waive (and shall obtain waivers of, as applicable) all Intellectual Property Rights in the Deliverables under Chapter IV of the Copyright Designs and Patents Act 1988 (or any similar legislation in any other applicable jurisdiction); and

c) The Service Provider shall execute any such documents and perform any such acts as may be required to procure that the same are executed or performed and shall from time to time require for the purposes of the Contract, title, and interest in and to the Intellectual Property Rights assigned to the Client under the Contract are secured.

6.4 The Client warrants that the Client's receipt and use of the Deliverables in accordance with the provisions of the Contract shall not constitute an infringement (but not limited to, Intellectual Property Rights) of any third party's Intellectual Property Rights.

6.5 The Service Provider shall indemnify the Client against any and all IP Claims, damages, losses, or damages (including, but not limited to, reasonable attorneys' fees and costs incurred by the Client arising out of or in connection with the receipt or use of the Deliverables (to the extent that the Client is not indemnified out of or in connection with any Client Materials or Services).

6.6 In the event of an IP Claim, the Service Provider shall indemnify the Client under the terms of sub-Clause 6.5:

a) The Service Provider shall notify the Client in writing as soon as reasonably possible of the IP Claim, liability, costs, expenses, loss, or damages.

b) The Client shall advise the Service Provider as to the action to be taken in dealing with the IP Claim.

c) The Service Provider, at its own cost, to conduct all negotiations and proceedings necessary to settle the matter;

d) The Service Provider shall provide the Client with all reasonable assistance in handling the IP Claim, to the extent the Service Provider may reasonably require, at the Client's expense; and

e) The Client shall indemnify the Service Provider with any third party for the payment of any sum or damages in connection with the IP Claim, to the extent of the agreement of the Service Provider, such amount to be reasonably withheld.

7. Confidential Information

- 7.1 Each Party shall keep Confidential Information confidential, except as provided by sub-Clause 7.2 or as authorised by the other Party (such authorisation not to be unrevocable), at all times during the term of the Contract and after its termination or expiry:
- Confidential Information;
 - Confidential Information to any other party;
 - Confidential Information for any purpose other than as provided in the Contract; and
 - (where applicable) none of its employees, directors, officers, or advisors does any act which, if done by that Party, would breach the provisions of this Clause 7.
- 7.2 Subject to Clause 7.3, neither Party may disclose any Confidential Information to:
- its subsidiaries, or suppliers;
 - any government authority or regulatory body; [or]
 - any third parties if required>>; or]
 - any other member of that Party or of any of the aforementioned bodies.
- 7.3 Disclosure under Clause 7.2 may be made only to the extent that it is necessary and contemplated by the Contract, or as required by law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body to which the Confidential Information is disclosed (a) or is an authorised employee or officer of such a body, the other Party must obtain from the recipient a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purpose for which disclosure is made.
- 7.4 Neither Party shall disclose Confidential Information for any purpose, or disclose it to any third party, if the Confidential Information is or becomes public knowledge to that Party.
- 7.5 Where Confidential Information under sub-Clause 7.4, the disclosing Party must ensure that it does not use that Confidential Information which is not public knowledge for any purpose.
- 7.6 The provisions of Clause 7 shall continue in force in accordance with their terms after termination or expiry of the Contract for any reason.

8. Law [and Place of Contract]

- 8.1 The Contract shall be governed by the Law of [Country] at all times, and at its own expense when the other Party is required to perform under the Contract:
- applicable Laws; [and]
 - regulatory Policies; and]

c) applicable health and safety rules and regulations and in place at the Client's premises and any other Service Provider has access that is or are agreed or as otherwise reasonably required from time to time to the Service Provider].

8.2 Each Party shall notify the other Party as soon as reasonably possible and in any event no later than 30 days after becoming aware of any changes to the Applicable Laws.

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

9. Data Protection

The Service Provider shall process the Client's personal data as set out in the Data Protection Policy [e.g., Privacy Notice>>, available from <<insert location>>].

10. [Data Processing]

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

OR

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

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

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

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

10.5 The Service Provider shall, without prejudice to the generality of sub-Clause 10.2), obtain all necessary consents and notices required by the Client in relation to the transfer of personal data to] AND/OR [the lawful basis for the processing of the personal data] the Data Processor for the purposes described in [the Specification] OR [<<insert location>>] for the duration of the processing.

10.6 The Service Provider shall, without prejudice to the generality of sub-Clause 10.2), process the personal data in accordance with its obligations under the Contract:

- a) process the personal data only on the written documented instructions from the Data Controller, unless the Data Processor is otherwise required by law to process the personal data by domestic law. The Data Processor shall inform the Data Controller before carrying out such instructions, if they are prohibited from doing so by that law;
- b) implement appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data against unauthorised or unlawful processing, accidental loss, destruction or damage. Such measures shall be appropriate and effective considering the potential harm resulting from such events and taking into account the context of the personal data and processing and the state of the art in technology. Measures to be taken shall be documented in the Order] **OR** [the Specification] **OR** [<<insert appropriate measures>>];
- c) ensure that all persons with access to the personal data (including subcontractors) are contractually bound to keep the personal data confidential;
- d) not transfer personal data outside of the UK without the prior written approval of the Data Controller and only if the following conditions are met:
 1. The Data Controller and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;
 2. The Data Controller and/or the Data Processor has/have demonstrated that data subjects have enforceable rights and effective remedies;
 3. The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred; and
 4. The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;
- e) assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, breach notifications, and consultations with relevant supervisory or other applicable regulatory authorities (including, but not limited to, the Information Commissioner's Office);
- f) return or destroy the personal data without undue delay of any personal data in its possession or control as soon as it becomes aware;
- g) delete (or otherwise destroy) all personal data and any and all copies thereof to the extent of the termination or expiry of the Contract unless it is required to retain the personal data by domestic law; [and]
- h) maintain accurate records of all processing activities and implement appropriate technical and organisational measures implemented necessary to comply with this Clause 10 and to allow for audits, inspections and investigations by the Data Controller and/or any party authorised by the Data Controller. The Data Processor shall inform the Data Controller of any such audits, inspections and investigations.

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diately if, in its opinion, any instruction infringes
legislation[.] **OR** [; and]

- i) the Data Processor against any loss or damage suffered by
as a result of any breach by the Data Processor of
this Clause 10.]

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

OR

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

- a) the Data Processor shall contract with the other processor, which shall
perform substantially the same obligations as
the Data Processor by this Clause 10, which the
Data Processor shall ensure shall reflect the requirements of the Data
Protection Legislation at all times;

- b) the Data Processor complies fully with its obligations under
the Data Protection Legislation; and

- c) the Data Processor is liable to the Data Controller for the performance of that
obligation and the acts or omissions thereof.]

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

11. Insurance

The Service Provider shall, from the start of the term of the Contract [and for a period of <<insert
period>> after the end of the term of the Contract]:

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

- 11.2 on the request of the Client supply the Client with copies of current certificates of
insurance [and details of the terms and conditions of the insurance policies]
for [the then-current <<insert period e.g., 12 months>>] term of the Contract] for each type of insurance.

12. Liability

12.1 As set out in the Insurance Policy (the "Insurance Policy"), the Service Provider shall obtain
insurance to its own liability for individual claims that do not
exceed <<insert means of calculating cap>>] per
claim. In the event of a claim, the Service Provider's
liability in this Clause 12 shall reflect the maximum
the Service Provider has been able to obtain. The
Service Provider shall be responsible for making its own arrangements for the insurance
of any claimant.

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- 12.2 Reference to “liability” shall include every liability arising under the Contract including, but not limited to, liability in contract (including negligence), breach of statutory duty, misrepresentation or otherwise.
- 12.3 Nothing shall limit or exclude either Party’s liability under or in relation to any form of liability which cannot be limited or excluded, but not limited to:
- any liability caused by negligence;
 - any liability arising from misrepresentation;
 - any liability arising out of the act of either that Party or that of its employees or agents;
 - any liability implied by section 12 of the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 (in relation to the right of possession).
- 12.4 Neither Party shall have the right to benefit from any of the limitations or exclusions set out in this Clause 12 in respect of any liability under the Contract which arises out of the deliberate default of either Party or its employees or agents.
- 12.5 Nothing shall limit or exclude either Party’s payment obligations under the Contract.
- 12.6 Nothing shall limit or exclude the Service Provider’s liability under the Contract under:
- any liability arising from actual Property Rights indemnity; [or]
 - any liability arising from data processing indemnity);]
- in respect of any liability arising shall be unlimited.
- 12.7 Subject to the limitations (by law), the total amount payable by the Client to the Service Provider in respect of liabilities which cannot be limited or excluded by the limitations or exclusions of liability in respect of clause 12.6 (liabilities under specific clauses), the Service Provider to the Client under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract (including negligence), breach of statutory duty, or otherwise, shall be limited to [£<<insert sum>>] OR [<<insert means of calculating sum>>].
- 12.8 Subject to the limitations (by law), the total amount payable by the Client to the Service Provider in respect of liabilities which cannot be limited or excluded by the limitations or exclusions of liability in respect of clause 12.6 (liabilities under specific clauses), the Service Provider to the Client under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract (including negligence), breach of statutory duty, or otherwise, shall be limited to [£<<insert sum>>] OR [<<insert means of calculating sum>>].
- 12.9 The liability of the Service Provider set out in sub-Clause 12.7 shall not be limited to be paid or awarded in accordance with:
- any liability arising from actual Property Rights indemnity); [or]
 - any liability arising from data processing indemnity);]
- or by any court or arbitrator using their statutory or common law powers to the costs of proceedings or interest for late payment.

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

13. Force Majeure

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

14. Termination

- 14.1 Without prejudice to any right or remedy available to it, either Party may terminate the Contract by giving the other Party <<insert period>> written notice in writing.
- 14.2 Without prejudice to any right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party if:
- the other Party has not paid any sum due under the Contract when it is due and such sum remains outstanding for at least >>[insert period]>> after receiving written notification to pay that sum;
 - the other Party has committed a material breach of any term of the Contract (which is not capable of remedy) and does not remedy that breach >>[insert period]>> after receiving written notification to do so;
 - the other Party has suspended, or does, suspend, payment of its debts as they fall due or that it is unable to pay its debts, or (being a company) has gone into liquidation or administration.

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ability partnership) is deemed unable to pay its debts as being unable to pay its debts (as defined in section 123 of the Insolvency Act 1986 (as amended) or the words "it is proved to the satisfaction of the court that the company or partnership is unable to pay its debts or as having no reasonable prospect of being able to pay its debts, in either case, within the meaning of section 123(1)(e) or 123(2) of the Insolvency Act 1986, or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of being able to pay its debts, in either case, within the meaning of section 123(1)(e) or 123(2) of the Insolvency Act 1986, or (being a partnership) has no reasonable prospect of being able to pay its debts; any of the foregoing applies;

negotiations with any class or all of its creditors for the payment of any of its debts, or proposes any arrangement or compromise with any of its creditors or enters into the liquidation of that other Party (being a company) solely for the purpose of a reconstruction or amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that other Party;

applies to the court for, or obtains, a moratorium under section 123 of the Insolvency Act 1986;

notice is given, a resolution is passed, or an order is made, in connection with the winding up of the other Party (being a company, limited liability partnership, or a partnership) for the purpose of a scheme for the solvent reconstruction or amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that Party;

an order is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator or an administrator is appointed, over the other Party (being a company, limited liability partnership, or a partnership);

floating charge over the assets of that other Party (being a company or limited liability partnership) has become enforceable, or an administrative receiver has been appointed, an administrative receiver;

entitled to appoint a receiver over any or all of the assets of that other Party, or a receiver is appointed over all or any of the assets of that other Party;

(being an individual) is the subject of a bankruptcy order;

creditor of the other Party attaches or takes possession of, or enforces, or seeks to enforce, or is enforced on or sued against, the whole or part of the assets of the other Party and such attachment or process is not withdrawn or set aside within a specified period>>;

proceeding is taken, with respect to the other Party, in connection with the winding up of that other Party to which it is subject, that has a similar effect to any of the matters set out above in sub-Clauses 14.2(c) to (k)

ceases or suspends, or threatens to cease or suspend, or ceases to carry on, or threatens to cease to carry on, a substantial part of its business;

(an individual) dies, or due to illness or incapacity (physical), becomes incapable of managing their business;

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es a patient under any mental health legislation;

o) control of the other Party (within the meaning of Corporation Tax Act 2010).

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

15. Effects of Termination

Upon the termination of the Contract for any reason:

15.1 any sums payable by the Client to the other Party under the Contract shall become due and payable;

15.2 [the rights licence granted to the Client under sub-clause 6.2 (Intellectual Property Rights) shall terminate, and the Client shall immediately return to the Service Provider all Deliverables and all Client Materials [and Client Equipment] in its possession or control, and shall be fully and solely responsible for the safekeeping of them until they are returned to the Service Provider. In the event that the Client fails to return the Deliverables [within <<insert period>> of the termination or expiry of the Contract], the Service Provider shall have the right to enter the Client's premises to take possession of them;]

OR

15.2 [the Service Provider shall immediately deliver to the Client all Deliverables and all Client Materials [and Client Equipment] in its possession or control. The Service Provider shall be fully and solely responsible for the safekeeping of them until they are delivered to the Client. In the event that the Service Provider fails to deliver the Deliverables and Client Materials [and Client Equipment] within <<insert period>> of the termination or expiry of the Contract, the Client shall have the right to enter the Service Provider's premises to take possession of them;]

15.3 the Service Provider shall immediately return any and all Client Materials [and Client Equipment] in its possession or control to the Client and shall not use the same for any purpose other than that contemplated by the Contract. In the event that the Service Provider fails to return any Client Materials [or Client Equipment] within <<insert period>> of the termination or expiry of the Contract, the Client shall have the right to enter the Service Provider's premises to take possession of them;]

15.4 each Party shall, to the extent referred to in Clause 7 (Confidentiality), immediately return to the other Party, and shall immediately return to the other Party, any Confidential Information in its possession or control which contain or record any Confidential Information.

15.5 termination of the Contract shall not affect or prejudice any rights, remedies, or obligations of the Parties that have accrued up to the date of termination, but not limited to, the right to claim damages or compensation for any breach of the Contract which existed at or before the date of termination or expiry; and

15.6 any clause in the Contract which either expressly or by implication is

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or come into force after or upon the termination
remain in full force and effect.

16. **No Waiver**

No failure or
shall be deemed
of any provision
breach of the

in exercising any of its rights under the Contract
at right, and no waiver by either Party of a breach
shall be deemed to be a waiver of any subsequent
provision.

17. **Further Ass**

Each Party
may be neces

all such further deeds, documents and things as
visions of the Contract into full force and effect.

18. **Variation**

Other than a
including, but
shall be effe
authorised re

ons and Conditions, no variation of the Contract
roduction of any additional terms and conditions,
in writing and signed by the Parties (or their

19. **Severance**

In the event
invalid or oth
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enforceable.

provisions of the Contract is found to be unlawful,
that / those provision(s) shall be deemed severed
The remainder of the Contract shall be valid and

20. **Assignment**

20.1 [Subj
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the] **OR** [The] Contract shall be personal to the
assign, mortgage, charge (otherwise than by
once or otherwise delegate any of its rights
or otherwise delegate any of its obligations
with the consent of the other Party, such consent not to

20.2 [[Sub
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of Clause 10 (Data Processing), the] **OR** [The]
entitled to perform any of the obligations undertaken
member of its group or through suitably qualified and
act or omission of such other member or sub-
poses of the Contract, be deemed to be an act or
omission.]

21. **Third Party**

21.1 No p
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be intended to confer rights on any third parties
Rights of Third Parties) Act 1999 shall not

21.2 Subj
trans

the Contract shall continue and be binding on the
designs of either Party as required.

22. **Relationship**

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

23. **Notices**

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

23.2 All notices shall be addressed to the most recent postal address or email address given in <<insert document or location>> notified in writing by either Party to the other from time to time.

23.3 Notices shall have been duly given:

a) if delivered by courier or other messenger during the normal business hours of the recipient [, on signature of a delivery person];

b) if sent by [fax or] email [and a successful confirmation of receipt is generated] during the normal business hours of the recipient outside the recipient's normal business hours, or if the recipient's normal business hours resume; or

c) if sent by post, at 9.00 a.m.>> on the second Business Day after the day on which the notice is given, at the delivery time recorded by the relevant carrier, or by first-class mail, postage prepaid [or by any other next business day delivery service].

23.4 For the purposes of Clause 23, "normal business hours" shall mean <<insert time, e.g., 9.00 a.m. to 5.00 p.m.>> to <<insert time, e.g., 5.00 p.m.>>, <<insert time, e.g., 9.00 a.m. to 5.00 p.m.>> on a day that is not a public or bank holiday.

24. **Entire Agreement**

24.1 [Subject to Clause 10 (Data Processing), the] OR [The] Contract shall constitute the entire agreement between the Parties with respect to the subject matter of the Contract.

24.2 Each Party, in entering into the Contract, it shall not rely on any representation, assurance or other provision (made innocently or negligently) not expressly provided in the Contract.

25. **Law and Jurisdiction**

25.1 The Contract and any non-contractual matters and obligations arising from it (whether or not (together with) shall be governed by, and construed in accordance with, the law of England and Wales.

25.2 Any proceedings or claim between the Parties relating to the Contract (whether or not (together with) shall fall within the jurisdiction of the courts of England and Wales.