

STANDARD SERVICES CONDITIONS

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BACKGROUND:

<<Name of Service Provider>> provides <<insert nature of services>> services to business <<insert nature of business>> The Provider has reasonable skill, knowledge and experience in the <<insert nature of services>> and Conditions shall apply to the provision of services by the Service Provider.

>> (the "Agreement") provides <<insert nature of services>> The Provider has reasonable skill, knowledge and experience in the <<insert nature of services>> and Conditions shall apply to the provision of services by the Service Provider.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

the context otherwise requires, the following expressions shall have the meanings:

“Agreement”

the Agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions and any amendments thereof agreed upon by both Parties shall govern provision of the Services;

“Business Day”

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

“Client”

the Client requiring the Services from the Service Provider shall be identified in the Agreement;

“Commencement Date”

the date on which provision of the Services will commence as set out in the Agreement;

“Confidential Information”

information disclosed by either Party, information which is confidential to either Party by the other Party pursuant to the Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or otherwise confidential);

“Data Protection Legislation”

the Data Protection Act 1998 and any legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the Data Protection Act 1998 and the revised EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies to England and Wales, Scotland, and Northern Ireland (by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

“Fees”

the Fees payable by the Client to the Service Provider, as specified in the Agreement;

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“Programme”

for the provision of the Services
relevant dates and times for the
in the Agreement;

“Project”

brief description>> project in
Service Provider is to provide the
described in the Agreement;

“Services”

to be provided by the Service
in accordance with Clause 2 of
fully defined in the Agreement, and
and conditions of the Agreement;

[“Specified Contractor”]

consultant or contractor appointed
Clause 4 of the Agreement who
by the Service Provider as identified
and]

“Term”

the Agreement as defined therein.

1.2 Unless the context
Conditions to:

each reference in these Terms and

1.2.1 “writing”, and
communicat
similar mean

tion, includes a reference to any
electronic or facsimile transmission or

1.2.2 a statute or
provision as

is a reference to that statute or
in force at the relevant time;

1.2.3 “these Terms
Conditions a

a reference to these Terms and
in force at the relevant time;

1.2.4 a Clause or
Conditions; a

reference to a Clause of these Terms and

1.2.5 a "Party" or t

parties to the Agreement.

1.3 The headings used
and shall have n
Conditions.

Conditions are for convenience only
interpretation of these Terms and

1.4 Words imparting the

include the plural and vice versa.

1.5 References to any g

other gender.

1.6 References to perso

persons.

2. **Provision of the Services**

2.1 With effect from
throughout the Term

from the date, the Service Provider shall,
provide the Services to the Client.

2.2 The Service Provide
commensurate wit
relevant to Services

Services with reasonable skill and care,
in the <<insert sector/industry
>> Kingdom.

2.3 The Service Provide
given to it by the C
specification of Ser

Service with all reasonable instructions
instructions are compatible with the
Agreement.

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2.4 The Service Provider shall ensure that it complies with all statutes, regulations, codes of conduct and any other rules relevant to the Project.

2.5 The Service Provider shall be kept informed of all activities related to the Project by means of reports supplied to the Client at regular intervals to be defined in the Agreement.

2.6 The Service Provider shall, [from time to time], provide the Client a Programme which shall set out relevant dates and times including, but not limited to:

2.6.1 Start dates;

2.6.2 Access dates;

2.6.3 Milestone dates (including parts of the Project to be completed by the Service Provider is to complete certain parts of the Project and to enable the Client's other contractors to proceed with the relevant parts thereof);

2.6.4 <<insert additional information required>>.

2.7 The Service Provider shall make reasonable endeavours to accommodate any reasonable changes to the Project that may be requested by the Client, subject to the Client's payment of the Fees that may be applicable in respect of such changes.

2.8 [The Service Provider shall, in respect of the Services, act on behalf of the Client in relation to the Agreement but shall not be bound by the Agreement from time to time.]

3. **Client's Obligations**

3.1 The Client shall provide all necessary information to the Service Provider for the provision of the Services. Such information shall be limited to, that information which is necessary for the Service Provider to provide the Services in accordance with the timetable.

3.2 The Client shall, within a reasonable time of receiving a Programme from the Service Provider, indicate in writing either of the Client's acceptance or shall, for good reasons, its reasons for non-acceptance including the reasons for non-acceptance.

3.3 The Client may, from time to time, give reasonable instructions to the Service Provider in relation to the provision of the Services. Any such instructions shall be consistent with the specification of the Services provided in the Agreement.

3.4 In the event that the Client requires the decision, approval, consent or any other confirmation from the Client in order to continue with the provision of the Services, the Client shall provide the same in a timely manner.

3.5 If any consents, licences or approvals are needed from any third parties such as local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (including the provision thereof).

3.6 If the nature of the Services requires, the Service Provider has access to the Client's premises.

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the Client's premises, access to which is lawfully controlled by the Client, to ensure that the Service Provider has access to the same premises and the Client as required for the Services.

on, access to which is lawfully controlled by the Client, to ensure that the Service Provider has access to the same premises and the Client as required for the Services.

3.7 Any delay in the provision of the Services, or any delay in complying with the provisions of Clause 3 of the Agreement, shall not be the responsibility of the Service Provider.

resulting from the Client's failure or omission to comply with the provisions of Clause 3 of the Agreement shall not be the responsibility of the Service Provider.

4. Appointment of Third Parties and Contractors

Contractors

4.1 The Client may, from time to time, appoint other third party consultants and contractors as may be necessary for the Project. [The Service Provider shall not be required to provide the Services provided by such third parties, or in any other manner interfere with the Services provided by the Service Provider.]

such other third party consultants and contractors as may be necessary for the Project. [The Service Provider shall not be required to provide the Services provided by such third parties, or in any other manner interfere with the Services provided by the Service Provider.]

4.2 Any and all third party consultants and contractors appointed to the Project shall be required to cooperate fully with any and all third party consultants and contractors appointed to the Project and to promptly provide any and all assistance reasonably required by the Service Provider to enable the Service Provider to provide the Services and comply with the Agreement.

Contractors appointed to the Project shall be required to cooperate fully with any and all third party consultants and contractors appointed to the Project and to promptly provide any and all assistance reasonably required by the Service Provider to enable the Service Provider to provide the Services and comply with the Agreement.

4.3 The Service Provider shall operate fully with any and all third party consultants and contractors appointed to the Project and to promptly provide any and all assistance reasonably required by any such third party consultants and contractors to provide the relevant agreed Services in accordance with the relevant agreements.

The Service Provider shall operate fully with any and all third party consultants and contractors appointed to the Project and to promptly provide any and all assistance reasonably required by any such third party consultants and contractors to provide the relevant agreed Services in accordance with the relevant agreements.

4.4 The Service Provider shall, from time to time, identify certain parts of the Project which require the appointment of a third party specialist. In such cases, the Service Provider shall, at the request of the Client, identify the need for such a specialist and it shall be the responsibility of the Client to appoint and contract with the specialist. The Service Provider shall not be responsible for a party to any such contracts.

The Service Provider shall, from time to time, identify certain parts of the Project which require the appointment of a third party specialist. In such cases, the Service Provider shall, at the request of the Client, identify the need for such a specialist and it shall be the responsibility of the Client to appoint and contract with the specialist. The Service Provider shall not be responsible for a party to any such contracts.

4.5 The Client shall keep the Service Provider fully informed of any and all third party consultants and contractors appointed to the Project and shall provide the Service Provider with the relevant details required for the Services.

The Client shall keep the Service Provider fully informed of any and all third party consultants and contractors appointed to the Project and shall provide the Service Provider with the relevant details required for the Services.

4.6 [In certain cases, the Client may require third party consultants and contractors to consider and comment upon certain work completed by the Service Provider where such work relates to the Services provided by the Service Provider and the Client, in order to ensure that the Service Provider is able to provide the Services in accordance with the Agreement.]

[In certain cases, the Client may require third party consultants and contractors to consider and comment upon certain work completed by the Service Provider where such work relates to the Services provided by the Service Provider and the Client, in order to ensure that the Service Provider is able to provide the Services in accordance with the Agreement.]

4.7 [Certain Specified Contractors shall be instructed only via the Service Provider. The Client shall not be responsible for any Specified Contractors directly without the express written instruction of the Service Provider. The Service Provider shall not be responsible for any Specified Contractors issued in breach of this provision.]

[Certain Specified Contractors shall be instructed only via the Service Provider. The Client shall not be responsible for any Specified Contractors directly without the express written instruction of the Service Provider. The Service Provider shall not be responsible for any Specified Contractors issued in breach of this provision.]

5. Fees, Payment and Records

5.1 The Client shall pay the Service Provider in accordance with the provisions of the Agreement.

The Client shall pay the Service Provider in accordance with the provisions of the Agreement.

5.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

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the provisions of the

5.3 All payments required by this Clause shall be made within the period specified in the relevant invoice.

5.4 All payments required by this Clause shall be made in <<insert name of bank and account number and location>> as the relevant Party may from time to time nominate, without any set-off, withholding or deduction, unless the Party is required to do so by law.

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

5.6 Without prejudice to Clause 5.3, any sums which remain unpaid following the expiry of the period set out in sub-Clause 5.3 of the Agreement shall accrue interest at the rate above the base rate of the relevant bank from time to time until payment is made in full.

5.7 Each Party shall:

5.7.1 keep, or procure to be kept, such records and books of account as may be required by law or pursuant to the Agreement;

5.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and take copies of those sums, to take copies of them; and

5.7.3 within <<insert interval>>, obtain at its own expense from an independent auditor a certificate as to the amount of any sums payable by that Party pursuant to the Agreement.

to the Agreement by either Party within the period specified in the relevant invoice or Business Days of receipt by that Party.

to the Agreement by either Party in the relevant bank or in such funds to such bank in <<insert name of bank and account number and location>> as the relevant Party may from time to time nominate [, without any set-off, withholding or deduction, unless the Party is required to do so by law.]

ment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.

the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 5.3 of the Agreement shall accrue interest at the rate above the base rate of the relevant bank from time to time until payment is made in full.

cept, such records and books of account as may be required by law or pursuant to the Agreement;

her Party, allow that Party or its agent to inspect and take copies of those sums, to take copies of them; and

end of each <<insert interval>>, obtain at its own expense from an independent auditor a certificate as to the amount of any sums payable by that Party pursuant to the Agreement.

6. **Liability, Indemnity and Insurance**

6.1 The Service Provider shall maintain in place at all times suitable and valid insurance that covers its liability in respect of the Services.

6.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill, it shall be liable for any and all necessary remedial action at no additional cost to the other Party.

6.3 The Service Provider's liability for loss or damage in respect of any individual occurrence shall be limited either to the net contribution calculated in accordance with sub-Clause 6.3 or to the sum of the net contribution calculated in accordance with sub-Clause 6.3, whichever is the smaller.

6.4 The net contribution for the Service Provider to pay in respect of the loss or damage shall be calculated on the basis of what is determined to be the net contribution for the Service Provider to pay taking into account its liability for the loss or damage in question and compared with that of all other third parties providing services in respect of the same loss or damage. The net contribution shall be calculated on the following assumptions:

s in place at all times suitable and valid insurance.

ils to perform the Services with reasonable care and skill, it shall be liable for any and all necessary remedial action at no additional cost to the other Party.

loss or damage in respect of any individual occurrence shall be limited either to the net contribution calculated in accordance with sub-Clause 6.3 or to the sum of the net contribution calculated in accordance with sub-Clause 6.3, whichever is the smaller.

se 6.3 shall be calculated on the basis of what is determined to be the net contribution for the Service Provider to pay taking into account its liability for the loss or damage in question and compared with that of all other third parties providing services in respect of the same loss or damage. The net contribution shall be calculated on the following assumptions:

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6.4.1 that such undertakings Agreement loss or damage

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

6.4.2 that there are or co-insurance and

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

6.4.3 that such the sums as it would the extent of

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

6.5 The Service Provider Client that results from the Service Provider

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

6.6 Nothing in the Agreement for death or personal

ude the Service Provider's liability

6.7 The Client shall in damages, loss, claim equipment (including Service Provider) can

ovider against any costs, liability, ing from loss or damage to any y third parties appointed by the agents or employees.

6.8 Neither Party shall Agreement by reason of that Party's obligation that Party's reasonable

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

7. **Guarantee**

7.1 The Service Provider shall be free from a Agreement.

the product of all Services provided period that shall be defined in the

7.2 If any defects in the period set out in the such defects at no cost

ces appear during the guarantee e Provider shall rectify any and all

8. **Confidentiality**

8.1 Except as provided writing by the other of the Agreement and

the Agreement or as authorised in at all times during the continuance [years] after its termination:

8.1.1 keep confidential

information;

8.1.2 not disclose

tion to any other party;

8.1.3 not use any contemplated

n for any purpose other than as terms of the Agreement;

8.1.4 not make any Confidential

ny way or part with possession of

8.1.5 ensure that contractors of be a breach Agreement.

officers, employees, agents, sub- which, if done by that Party, would sub-Clauses 8.1.1 to 8.1.4 of the

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8.2 Either Party may:

8.2.1 disclose any

8.2.1.1 any s

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8.2.1.3 any
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the Agreem
Services), o
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Information
such body u
such body)
confidential
should be a
Agreement,
it only for the

8.2.2 use any Cor
other person
or at any tim
fault of that
not disclose
knowledge.

8.3 The provisions of
accordance with the
for any reason.

9. **Force Majeure**

9.1 No Party to the Agr
their obligations wh
beyond the reasona
limited to: power fa
unrest, fire, flood,
governmental action
in question.

9.2 [In the event that a
thereunder as a re
period>>, the other
written notice at the
Parties shall agree
provided up to the c
any prior contractua
of the Agreement.]

10. **Term and Termination**

10.1 The Agreement sha
shall continue for a
Clause 10 of the Ag

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 Clause 8 of the
information confidential and to use
disclosure is made; and

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

ement shall continue in force in
g the termination of the Agreement

any failure or delay in performing
ay results from any cause that is
Such causes include, but are not
vider failure, industrial action, civil
acts of terrorism, acts of war,
is beyond the control of the Party

t cannot perform their obligations
r a continuous period of <<insert
tion terminate the 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

agreed commencement date and
t date, subject to the provisions of

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10.2 Either Party shall h
notice period>> writ
term specified in su
which the Agreeme
further period.

e by giving not less than <<insert
> any time prior to the expiry of the
> agreement (or any further period for
>) to extend the Agreement for a

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10.3 Either Party may te
<<insert notice per
minimum term of th

y giving to the other not less than
expire on or at any time after the
> be defined in the Agreement).

10.4 Either Party may im
to the other Party if:

Agreement by giving written notice

10.4.1 any sum ov
provisions o
Business Da

he other Party under any of the
> not paid within <<insert period>>
> yment;

10.4.2 the other Pa
the Agreeme
it within <<
notice givin
remedied;

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

10.4.3 an encumb
company, a
that other Pa

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

10.4.4 the other Pa
being a com
the meaning

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

10.4.5 the other Pa
made again
the purposes
a manner th
bound by or
the Agreeme

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

10.4.6 anything an
jurisdiction o

foregoing under the law of any
> her Party;

10.4.7 that other Pa

to cease, to carry on business; or

10.4.8 control of th
persons not
Agreement.
persons” sh
and 1122 re

red by any person or connected
> other Party on the date of the
> ause 10, “control” and “connected
> scribed thereto by Sections 1124
> tion Tax Act 2010.

10.5 For the purposes o
of remedy if the Par
respects.

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

10.6 The rights to termi
remedy of either Pa
breach.

ll not prejudice any other right or
> ch concerned (if any) or any other

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11. **Effects of Termination**

Upon the termination of the

on:

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11.1 any sum owing by the Client under any of the provisions of the Agreement shall be due and payable;

under any of the provisions of the Agreement shall be due and payable;

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

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

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

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

11.4 subject as provided in the Agreement and except in respect of any accrued rights or other; and

subject as provided in the Agreement and except in respect of any accrued rights or other; and

11.5 each Party shall (where referred to in Clause 8 of the Agreement) immediately return to the other Party any Confidential Information documents in its possession which contain or record any Confidential Information

each Party shall (where referred to in Clause 8 of the Agreement) immediately return to the other Party any Confidential Information documents in its possession which contain or record any Confidential Information

12. **[Data Protection**

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

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

13. **[Data Processing**

13.1 In this Clause 13 a "data subject", "data controller", "data processor", "personal data" and "data breach" shall have the meaning defined in the Data Protection Act 1998.

In this Clause 13 a "data subject", "data controller", "data processor", "personal data" and "data breach" shall have the meaning defined in the Data Protection Act 1998.

13.2 [All personal data for which the Client, subject to the terms of the Agreement, shall be processed in accordance with a Data Processing Agreement into which the Parties shall enter shall be processed in accordance with the terms of the Data Processing Agreement.]

[All personal data for which the Client, subject to the terms of the Agreement, shall be processed in accordance with a Data Processing Agreement into which the Parties shall enter shall be processed in accordance with the terms of the Data Processing Agreement.]

OR

13.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Act 1998. Neither this Clause 13 nor the Agreement shall remove or replace any of those obligations.]

[Both Parties shall comply with the data protection requirements set out in the Data Protection Act 1998. Neither this Clause 13 nor the Agreement shall remove or replace any of those obligations.]

13.3 For the purposes of the Data Protection Act 1998 and for this Clause 13 and the Agreement, the Client shall be the "Data Controller" and the Service Provider shall be the "Data Processor".

For the purposes of the Data Protection Act 1998 and for this Clause 13 and the Agreement, the Client shall be the "Data Controller" and the Service Provider shall be the "Data Processor".

13.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the retention period shall be set out in a Schedule to the Agreement.

The type(s) of personal data to be processed, the nature and purpose of the processing, and the retention period shall be set out in a Schedule to the Agreement.

13.5 The Data Controller shall obtain and place in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the Agreement [these Terms and Conditions] AND/OR [the Agreement].

The Data Controller shall obtain and place in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the Agreement [these Terms and Conditions] AND/OR [the Agreement].

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13.6 The Data Processor shall process personal data processed by it in relation to its performance of its obligations under [these Terms and Conditions] **AND/OR**

any personal data processed by it in relation to its obligations under [these Terms and Conditions]

13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless the Data Controller is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such processing unless prohibited from doing so by law.

13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless the Data Controller is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such processing unless prohibited from doing so by law.

13.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental or unlawful destruction, damage or loss, alteration, disclosure or access, (b) prevent the personal data from being disclosed to unauthorized persons, and (c) prevent the personal data from being accessed, disclosed, altered or destroyed in an unauthorised manner. Those measures shall be proportionate to the risks to the rights and freedoms of individuals, taking into account the state of the art, the nature, scope, context and purposes of the processing and the cost of implementing those measures. The measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

13.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental or unlawful destruction, damage or loss, alteration, disclosure or access, (b) prevent the personal data from being disclosed to unauthorized persons, and (c) prevent the personal data from being accessed, disclosed, altered or destroyed in an unauthorised manner. Those measures shall be proportionate to the risks to the rights and freedoms of individuals, taking into account the state of the art, the nature, scope, context and purposes of the processing and the cost of implementing those measures. The measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

13.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to prevent unauthorized access to the personal data (whether or not such persons are contractually obliged to keep the personal data confidential).

13.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to prevent unauthorized access to the personal data (whether or not such persons are contractually obliged to keep the personal data confidential).

13.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

13.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

13.6.4.1

13.6.4.1 The Data Controller and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data.

13.6.4.2

13.6.4.2 The Data Processor has enforceable rights and obligations in relation to the personal data;

13.6.4.3

13.6.4.3 The Data Processor complies with its obligations under applicable data protection legislation, providing an adequate level of protection for any and all personal data so transferred;

13.6.4.4

13.6.4.4 The Data Processor complies with all reasonable requirements advanced by the Data Controller with respect to the protection of the personal data.

13.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable data protection Legislation with respect to impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

13.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable data protection Legislation with respect to impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

13.6.6 Notify the Data Controller of any breach of the Agreement;

13.6.6 Notify the Data Controller of any breach of the Agreement;

13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller is not required to retain the personal data by law; and

13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller is not required to retain the personal data by law; and

13.6.8 Maintain complete and accurate records of all processing activities and the measures implemented necessary to ensure compliance with the Agreement;

13.6.8 Maintain complete and accurate records of all processing activities and the measures implemented necessary to ensure compliance with the Agreement;

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Agreement]
party design

is Clause 13] **AND/OR** [the
by the Data Controller and/or any
er.

13.7 [The Data Process
to the processing
Agreement].]

any of its obligations with respect
[this Clause 13] **AND/OR** [the

OR

13.7 [The Data Process
contractor with resp
13] **AND/OR** [the
Controller (such co
the Data Processor

t any of its obligations to a sub-
personal data under [this Clause
prior written consent of the Data
nably withheld). In the event that
or, the Data Processor shall:

13.7.1 Enter into a
impose upon
upon the
Agreement]
Data Contro

n the sub-contractor, which shall
same obligations as are imposed
is [Clause 13] **AND/OR** [the
both the Data Processor and the
ations; and

13.7.2 Ensure that
that agreem

lies fully with its obligations under
on Legislation.]

13.8 Either Party may, at
days'>> notice, all
replacing them with
that form part of a
when replaced by a

st <<insert period, e.g. 30 calendar
provisions of the Agreement,
processing clauses or similar terms
scheme. Such terms shall apply
ent.]

14. **No Waiver**

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

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

15. **Further Assurance**

Each Party shall execute
may be necessary to carry

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

16. **Costs**

Subject to any provisions
incidental to the negotiatio
Agreement.

Party shall pay its own costs of and
on and carrying into effect of the

17. **Set-Off**

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

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

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18. **Assignment and Sub-Contracting**

18.1 [Subject to sub-Clause 18.2, neither Party may assign (with or without charge) or sub-license, sub-contract or otherwise transfer any of its rights or obligations thereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

... shall be personal to the Parties. ... charge (otherwise than by floating charge) or sub-license, sub-contract or otherwise transfer any of its rights thereunder, or its obligations thereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

18.2 [[Subject to the provisions of Clause 18.1, the Party shall be entitled to perform the obligations undertaken by it through any other qualified and skilled sub-contractors. No act or omission of any subcontractor shall, for the purposes of the Agreement, be treated as an act or omission of the Service Provider.]

...] OR [The] Service Provider shall be entitled to perform the obligations undertaken by it through any other qualified and skilled sub-contractors. No act or omission of any subcontractor shall, for the purposes of the Agreement, be treated as an act or omission of the Service Provider.]

19. **Time**

19.1 [All times and dates specified in the Agreement shall be of the essence of the Agreement.]

... shall be of the essence of the Agreement.]

OR

19.2 [The times and dates specified in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

... shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

20. **Relationship of the Parties**

Nothing in the Agreement shall be construed as creating a partnership, joint venture, agency or other contractual relationship except as expressly stated in the Agreement.

... shall be construed as creating a partnership, joint venture, agency or other contractual relationship except as expressly stated in the Agreement.

21. **Non-Solicitation**

21.1 Neither Party shall, for a period of <<insert period>> after its termination of the 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 the Agreement, without the express written consent of that Party].

... shall, for a period of <<insert period>> after its termination of the 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 the Agreement, without the express written consent of that Party].

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

... shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client, or any person with whom solicitation or enticement would cause damage to the other Party, without the express written consent of that Party].

22. **Third Party Rights**

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

... shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

22.2 Subject to Clause 22.1, the Agreement shall continue and be binding on the transferee of the Agreement or assigns of either Party as required.

... shall continue and be binding on the transferee of the Agreement or assigns of either Party as required.

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23. **Notices**

- 23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.
- 23.2 Notices shall be deemed to have been given:
- 23.2.1 when delivered by hand to the recipient or by registered mail, courier or other messenger (including on public holidays or out of business hours of the recipient); or
 - 23.2.2 when sent, by facsimile, electronic mail or e-mail and a successful transmission report is generated; or
 - 23.2.3 on the fifth business day after the date of posting by ordinary mail; or
 - 23.2.4 on the tenth business day after the date of posting by airmail, if mailed by airmail, postage prepaid.
- In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party.

24. **Entire Agreement**

- 24.1 [Subject to the provisions of this Agreement] [The] Agreement contains the entire agreement between the Parties in respect to its subject matter and may not be modified or amended orally or in writing signed by the duly authorised representatives of the Parties.
- 24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement, and that it waives all rights, conditions, warranties or other terms implied by statute or common law, to the fullest extent permitted by law.

25. **Counterparts**

The Agreement may be entered into by the Parties in one or more counterparts and by the Parties to it on separate counterparts, and all such counterparts when so executed and delivered shall be deemed to constitute one and the same agreement.

26. **Severance**

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision or those provision(s) shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect, and/or these Terms and Conditions shall be amended so that the Agreement and/or these Terms and Conditions shall be enforceable.

27. **Dispute Resolution**

- 27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to bind the Parties.
- 27.2 [If negotiations under this clause do not resolve the dispute, the Parties shall refer the dispute to arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) as amended from time to time, which shall apply to the Agreement do not resolve the dispute.]

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matter within <<ins
the parties will atten
Alternative Dispute

of a written invitation to negotiate,
e in good faith through an agreed
edure.]

27.3 [If the ADR proced
resolve the matter v
or if either Party wil
referred to arbitratio

27.2 of the Agreement does not
of the initiation of that procedure,
DR procedure, the dispute may be

27.4 The seat of the arb
England and Wales
1996 and Rules for
that the Parties an
Arbitration, either P
apply to the Preside
Institute of Arbitratio
any decision on rule

e 27.3 of the Agreement shall be
e governed by the Arbitration Act
between the Parties. In the event
the arbitrator(s) or the Rules for
written notice to the other Party,
or the time being of the Chartered
an arbitrator or arbitrators and for

27.5 Nothing in Clause
affiliates from apply

shall prohibit either Party or its
injunctive relief.

27.6 The decision and
Clause 27 of the Ag

ethod of dispute resolution under
nal and binding on both Parties.

28. **Law and Jurisdiction**

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28.1 The Agreement a
contractual matters
shall be governed b
and Wales.

Conditions (including any non-
herefrom or associated therewith)
ordance with, the laws of England

28.2 Subject to the pro
controversy, proced
Agreement or these
matters and obligat
within the jurisdic

of the Agreement, any dispute,
een the Parties relating to the
s (including any non-contractual
or associated therewith) shall fall
d and Wales.

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