#### STANDARD:

#### **BACKGROUND:**

<<Name of Service Provider>> services>> services to business knowledge and experience in the provision of services by the Services

### 1. Definitions and Interpreta

 In these Terms an following expression

"Agreement"

"Business Day"

"Client"

"Commencement Date"

"Confidential Informatio

"Data Protection Legislation"

"Fees"

## CONDITIONS

r") provides <<insert nature of Provider has reasonable skill, and Conditions shall apply to the

e context otherwise requires, the anings:

nt entered into by the Service int incorporating these Terms and on thereof agreed upon by both povern provision of the Services;

er than Saturday or Sunday) on are open for their full range of <insert location>>:

curing the Services from the shall be identified in the

hich provision of the Services will ed in the Agreement;

either Party, information which is ty by the other Party pursuant to the Agreement (whether orally or r medium, and whether or not the sly stated to be confidential or

legislation in force from time to ngdom applicable to data by including, but not limited to, the led EU law version of the General ulation ((EU) 2016/679), as it of England and Wales, Scotland, by virtue of section 3 of the hdrawal) Act 2018); the Data and regulations made Privacy and Electronic gulations 2003 as amended;

ims due under the Agreement Service Provider, as specified in



"Programme"

"Project"

"Services"

["Specified Contractor"]

"Term"

- 1.2 Unless the context Conditions to:
  - 1.2.1 "writing", an communicat similar mean
  - 1.2.2 a statute or provision as
  - 1.2.3 "these Term Conditions a
  - 1.2.4 a Clause or Conditions;
  - 1.2.5 a "Party" or
- 1.3 The headings used and shall have n Conditions.
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

#### 2. Provision of the Services

- 2.1 With effect from throughout the Tern
- 2.2 The Service Provide commensurate wit relevant to Services
- 2.3 The Service Provid given to it by the specification of Serv

r the provision of the Services elevant dates and times for the the Agreement;

rief description>> project in Service Provider is to provide the scribed in the Agreement;

o be provided by the Service t in accordance with Clause 2 of lly defined in the Agreement, and and conditions of the Agreement;

consultant or contractor appointed lause 4 of the Agreement who the Service Provider as identified and

e Agreement as defined therein.

th reference in these Terms and

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

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

reference to these Terms and nted at the relevant time;

e to a Clause of these Terms and

parties to the Agreement.

nditions are for convenience only rpretation of these Terms and

clude the plural and vice versa.

ther gender.

tions.

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

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

ce with all reasonable instructions tructions are compatible with the ement.

- 2.4 The Service Provide statutes, regulation rules relevant to the
- 2.5 The Service Provid the Project by me intervals to be defin
- 2.6 The Service Provid [from time to time], set out relevant date
  - 2.6.1 Start dates:
  - 2.6.2 Access date
  - 2.6.3 Milestone da parts of the proceed with
  - 2.6.4 <<insert add
- The Service Provid 2.7 any reasonable ch Client, subject to the the Fees that may b
- 2.8 [The Service Provide the Services, act or the Agreement but time to time.1

#### 3. Client's Obligations

- 3.1 The Client shall u information to the S provision of the Sei be limited to, that
- 3.2 acceptance or sha acceptance including
- 3.3 The Client may, from
- 3.4 In the event that the provision of the Se
- 3.5 If any consents, lie parties such as lan shall be the Client provision of the Ser
- 3.6

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

nformed of all activities related to supplied to the Client at regular

hing of the Agreement AND/OR e Client a Programme which shall ices including, but not limited to:

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

uired>>.

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

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

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

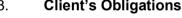
receiving a Programme from the er in writing either of the Client's reasons, its reasons for non-

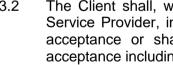
sonable instructions to the Service s provision of the Services. Any the specification of the Services

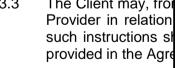
es the decision, approval, consent nt in order to continue with the eof at any time, the Client shall manner.

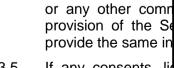
sions are needed from any third ties, local authorities or similar, it ain the same in advance of the t thereof).

e Service Provider has access to









the Client's premis controlled by the C access to the same and the Client as re

3.7 Any delay in the pro delay in complying shall not be the rest on, access to which is lawfully ure that the Service Provider has ed between the Service Provider

> sulting from the Client's failure or ns of Clause 3 of the Agreement ervice Provider.

#### Appointment of Third Par 4.

- 4.1 The Client may, fro and contractors as Project. The Serv be required except are likely at any tir with the Services pr
- 4.2 Any and all third p shall be required to provide any and a Provider to enable with the Agreement
- 4.3 The Service Provide party consultants a provide any and consultants and co services to the Clier
- 4.4 The Service Provid Project which requi the Service Provide and it shall be the specialist. The Ser
- The Client shall ke 4.5 party consultants a <<insert details requ
- 4.6 [In certain cases, th contractors appoint work completed by services provided by that the Service appropriate adjustm
- 4.7 [Certain Specified Provider. The Clie the express written shall not be respons

htractors

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

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

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

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

fully informed of any and all third to the Project and shall provide

require third party consultants and sider and comment upon certain where such work relates to the sultants and contractors, in order any reasonably necessary and t work.1

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

#### 5. Fees, Payment and Reco

- 5.1 The Client shall par provisions of the Ad
- 5.2 The Service Provid

e Provider in accordance with the

t for Fees due in accordance with

the provisions of the

- 5.3 All payments requir shall be made withi of the relevant invoi
- 5.4 All payments requir shall be made in << location>> as the r any set-off, withhold Party is required to
- 5.5 Where any paymer day that is not a Bu Day.
- 5.6 Without prejudice t remain unpaid follo the Agreement shall above the base ra payment is made in
- 5.7 Each Party shall:
  - 5.7.1 keep, or pr account as pursuant to
  - 5.7.2 at the reaso agent to inst that they rela and
  - 5.7.3 within <<ins obtain at its certificate as the Agreeme

#### 6. Liability, Indemnity and In

- The Service Provid 6.1 valid insurance that
- 6.2 In the event that reasonable care ar action at no addition
- 6.3 The Service Provid individual occurrend limited either to the accordance with su sum.
- 6.4 The net contribution basis of what is de taking into account in question and con providing services

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

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

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

the Agreement, any sums which eriod set out in sub-Clause 5.3 of basis at <<insert percentage>>% bank>> from time to time until ling sums.

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

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

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

s in place at all times suitable and ity insurance.

ils to perform the Services with any and all necessary remedial

loss or damage in respect of any sing out of any one event shall be b the net contribution calculated in eement, whichever is the smaller

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

# 6.4.1 that such undertakings Agreement loss or dama

- 6.4.2 that there ar or co-insural and
- 6.4.3 that such the sums as it we the extent of
- 6.5 The Service Provide Client that results f the Service Provide
- 6.6 Nothing in the Agre for death or personal
- 6.7 The Client shall in damages, loss, cla equipment (includir Service Provider) ca
- 6.8 Neither Party shall
  Agreement by reaso
  of that Party's oblig
  that Party's reasona

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

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

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

ny loss or damage suffered by the ofollow any instructions given by

ude the Service Provider's liability

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

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 Provide shall be free from a Agreement.
- 7.2 If any defects in the period set out in the such defects at no defects.

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

ces appear during the guarantee Provider shall rectify any and all

### 8. Confidentiality

- 8.1 Except as provided writing by the other of the Agreement at
  - 8.1.1 keep confide
  - 8.1.2 not disclose
  - 8.1.3 not use any contemplate
  - 8.1.4 not make ar any Confide
  - 8.1.5 ensure that contractors of be a breach Agreement.

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

rmation;

tion to any other party;

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

ny way or part with possession of

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



#### 8.2 Either Party may:

8.2.1 disclose any

8.2.1.1 any s

8.2.1.2 any d

8.2.1.3 any afore

to such exterm the Agreem Services), or inform the Information such body usuch body usuch body confidentiality should be a Agreement, it only for the

8.2.2 use any Cor other persor or at any tin 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 fai 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 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 in question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written arty in question. Such undertaking in the terms of Clause 8 of the nformation 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 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 etion 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 date, subject to the provisions of

- 10.2 Either Party shall h notice period>> writ term specified in su which the Agreeme further period.
- 10.3 Either Party may te <<insert notice peri minimum term of the
- Either Party may im 10.4 to the other Party if:
  - 10.4.1 any sum ov provisions of Business Da
  - 10.4.2 the other Pa the Agreeme it within <<i notice givin remedied:
  - 10.4.3 an encumbr company, a that other Pa
  - 10.4.4 the other Pa being a con the meaning
  - 10.4.5 the other Pa made agains the purpose a manner th bound by or the Agreeme
  - 10.4.6 anything an jurisdiction d
  - 10.4.7 that other Pa
  - 10.4.8 control of the persons not Agreement. persons" sh and 1122 re
- 10.5 For the purposes of of remedy if the Par respects.
- 10.6 The rights to termin remedy of either Pa breach.

#### **Effects of Termination** 11.

Upon the termination of the

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

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

Agreement by giving written notice

he other Party under any of the t paid within <<insert period>> yment:

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

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

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

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

foregoing under the law of any her Party;

to cease, to carry on business; or

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.

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

Il not prejudice any other right or ch concerned (if any) or any other

on:



- 11.1 any sum owing by Agreement shall be
- 11.2 all Clauses which, entry or terminate
- 11.3 termination shall no which the terminatir termination or any may have in respective date of terminat
- 11.4 subject as provided any accrued rights other; and
- 11.5 each Party shall
  Agreement) immed
  Confidential Information
  documents in its
  Confidential Information

#### 12. [Data Protection

The Service Provider will of Service Provider's <<inservice </inservice:

#### 13. [Data Processing

- 13.1 In this Clause 13 a controller", "data pmeaning defined in
- 13.2 [All personal data the Client, subject to the processed in accordance which the Parties st

#### OR

- 13.2 [Both Parties shall out in the Data I Agreement shall re Protection Legislat obligations.
- 13.3 For the purposes of the Agreement, the the "Data Controller
- 13.4 The type(s) of performing processing, and the to the Agreement.
- 13.5 The Data Controlle and notices require Processor for the **AND/OR** [the Agre

under any of the provisions of the nd payable;

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

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party greement which exist at or before

reement and except in respect of nder any further obligation to the

referred to in Clause 8 of the either directly or indirectly, any tely return to the other Party any which contain or record any

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

rsonal data", "data subject", "data al data breach" shall have the

Service Provider on behalf of the ns and/or the Agreement, shall be a Data Processing Agreement into onal data is processed.

e data protection requirements set Neither this Clause 13 nor the y obligations set out in the Data nove or replace any of those

islation and for this Clause 13 and 'Data Processor' and the Client is

- e, nature and purpose of the ing shall be set out in a Schedule
- s in place all necessary consents nsfer of personal data to the Data [these Terms and Conditions] e to the Agreement].

#### 13.6 The Data Processo relation to its perfo Conditions AND/O

- 13.6.1 Process the Controller un such persor the Data Co by law.
- 13.6.2 Ensure that measures (a data from damage or potential ha current state those meas Data Contro the Agreeme
- 13.6.3 Ensure that for processing that persona
- 13.6.4 Not transfer written cons conditions al
  - 13.6.4.1
  - 13.6.4.2
  - 13.6.4.3
  - 13.6.4.4
- 13.6.5 Assist the D to any and compliance security, bre with supervi the Informati
- 13.6.6 Notify the breach;
- 13.6.7 On the Da dispose of) ( the Data C required to r
- 13.6.8 Maintain cor technical ar

y personal data processed by it in igations under Ithese Terms and

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

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ires shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the sor and set out in the Schedule to

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

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

d/or the Data Processor has/have quards for the transfer of personal

ts have enforceable rights and

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

complies with all reasonable vance by the Data Controller with ng of the personal data.

ta Controller's cost. in responding a subjects and in ensuring its ion Legislation with respect to t assessments, and consultations tors (including, but not limited to,

undue delay of a personal data

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

rds of all processing activities and

ures implemented necessary to

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demonstrate Agreement] party design

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

#### OR

- 13.7 [The Data Process contractor with resp 13] AND/OR [the Controller (such co the Data Processor
  - 13.7.1 Enter into a impose upon upon the Agreement]

    Data Contro
  - 13.7.2 Ensure that that agreem
- 13.8 Either Party may, at days'>> notice, al replacing them with that form part of a when replaced by a

#### 14. No Waiver

No failure or delay by either shall be deemed to be a war of any provision of the Agreement of the same or any

#### 15. Further Assurance

Each Party shall execute may be necessary to carry

#### 16. Costs

Subject to any provisions incidental to the negotiation Agreement.

#### 17. Set-Off

Neither Party shall be entit or sums received in res agreement at any time. is Clause 13] **AND/OR** [the by the Data Controller and/or any ler

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

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

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

lies fully with its obligations under on Legislation.]

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

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

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

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

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

#### 18. Assignment and Sub-Cor

- 18.1 [Subject to sub-Cla Neither Party may charge) or sub-lice sub-contract or oth the written consent withheld.
- 18.2 [[Subject to the probe entitled to performember of its grou Any act or omissic purposes of the A Service Provider.]

#### 19. **Time**

19.1 [All times and date the Agreement.]

OR

19.2 [The times and dat and shall not be of mutual agreement by

#### 20. Relationship of the Partie

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

#### 21. Non-Solicitation

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

#### 22. Third Party Rights

- 22.1 No part of the Agre accordingly the Cor the Agreement.
- 22.2 Subject to Clause 2 binding on the trans

nt shall be personal to the Parties. arge (otherwise than by floating te any of its rights thereunder, or its obligations thereunder without a consent not to be unreasonably

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

ement shall be of the essence of

eement shall be for guidance only greement and may be varied by

emed to constitute a partnership, petween the Parties other than the Agreement.

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

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

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

Agreement shall continue and be signs of either Party as required.

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rices within a Project (Business to Business) 12

#### 23. Notices

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

In each case notice address, or facsimil

#### 24. Entire Agreement

- 24.1 [Subject to the proventire agreement be may not be modifice authorised represer
- 24.2 Each Party shall ac rely on any represe provided in the Ac implied by statute of by law.

#### 25. Counterparts

The Agreement may be en to it on separate counterpa an original, but all the coinstrument.

#### 26. Severance

In the event that one or r Terms and Conditions is fo / those provision(s) shall b and/or these Terms and C Terms and Conditions shall

#### 27. Dispute Resolution

- 27.1 The Parties shall at Agreement through have the authority to
- 27.2 If negotiations und

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

given:

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

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

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Party.

**OR** [The] Agreement contains the respect to its subject matter and ent in writing signed by the duly

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

of counterparts and by the Parties to executed and delivered shall be all constitute one and the same

of the Agreement and/or of these d or otherwise unenforceable, that the remainder of the Agreement er of the Agreement and/or these e.

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

he Agreement do not resolve the

rices within a Project (Business to Business) 13



matter within <<ins the parties will atter Alternative Dispute

- 27.3 [If the ADR proced resolve the matter or if either Party will referred to arbitration
- 27.4 The seat of the arb England and Wales 1996 and Rules for that the Parties ar Arbitration, either F apply to the Preside Institute of Arbitrato any decision on rule
- 27.5 Nothing in Clause affiliates from apply
- 27.6 The decision and Clause 27 of the Ag

#### 28. Law and Jurisdiction

- 28.1 The Agreement a contractual matters shall be governed that and Wales.
- 28.2 Subject to the procontroversy, proce Agreement or thes matters and obligation within the jurisdiction.

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

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

e 27.3 of the Agreement shall be e governed by the Arbitration Act etween 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

shall prohibit either Party or its njunctive relief.

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

Conditions (including any nonherefrom or associated therewith) ordance with, the laws of England

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