

STANDARD 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 in the provision of such services. <<Name of Service Provider>> Terms and Conditions shall form the basis of contracts for the provision of such services.

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

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 meanings:

“Acceptance Criteria”

acceptance criteria for Milestones as set out in [the Specification] OR [<<insert relevant examples>>]

“Applicable Laws”

statutes, regulations, and similar provisions that are in force applicable to the Client, the Service Provider, and to the Contract;

“Business Day”

any day (other than Saturday or Sunday) on which the relevant offices are open for their full range of business hours at <<insert location>>;

“Business Hours”

<<insert relevant examples>>, e.g., 9:00 a.m.>> to <<insert relevant examples>> on a Business Day;

“Client”

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

[“Client Equipment”

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

“Client Materials”

information, documents, and other materials provided by the Client to the Service Provider in connection with the provision of the Services (including, but not limited to, any such materials set out in [the 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);

S  
A  
M  
P  
L  
E

<b>“Confidential Information”</b>	means information which is disclosed or intended to be disclosed by one Party to another Party pursuant to the Contract (whether orally or in writing) and whether or not the information is marked as confidential or	S	party, information which is disclosed or intended to be disclosed by one Party pursuant to the Contract (whether orally or in writing) and whether or not the information is marked as confidential or
<b>“Contract”</b>	means the Contract entered into by the Service Provider in connection with the provision of Services in accordance with the basis of these Terms and Conditions	A	means the Contract entered into by the Service Provider in connection with the provision of Services in accordance with the basis of these Terms and Conditions
<b>[“Data Protection Legislation”</b>	means any law, regulation, order or code of practice in force from time to time which is applicable to data protection, including, but not limited to, the UK Data Protection Act 1998, the Data Protection Act 2018 (as amended), the Privacy and Electronic Communications Regulations 2003 as	M	means any law, regulation, order or code of practice in force from time to time which is applicable to data protection, including, but not limited to, the UK Data Protection Act 1998, the Data Protection Act 2018 (as amended), the Privacy and Electronic Communications Regulations 2003 as
<b>“Fees”</b>	means the amount payable under the Contract from the Client to the Service Provider in consideration of the Services, as set out in clause 5 (Fees, Payment, and	P	means the amount payable under the Contract from the Client to the Service Provider in consideration of the Services, as set out in clause 5 (Fees, Payment, and
<b>“Intellectual Property Rights”</b>	means all rights in and to patents, trade marks, [service marks], domain names, rights in get-up and the right to passing off and database rights, [rights in confidential information] and any other intellectual property rights, whether registered or unregistered (including applications and renewals or extensions of such rights) and any other such rights or other forms of intellectual property, now or in the future	L	means all rights in and to patents, trade marks, [service marks], domain names, rights in get-up and database rights, [rights in confidential information] and any other intellectual property rights, whether registered or unregistered (including applications and renewals or extensions of such rights) and any other such rights or other forms of intellectual property, now or in the future
<b>[“Mandatory Policies”</b>	means the policies as [attached to] [the Specification] OR [insert location]	E	means the policies as [attached to] [the Specification] OR [insert location]
<b>“Milestone”</b>	means a date for the provision of Services and the date by which the Services are to be completed, as set out in [the Order] OR [insert location];		means a date for the provision of Services and the date by which the Services are to be completed, as set out in [the Order] OR [insert location];
<b>“Order”</b>	means the Client’s order for the Services as set out [in the Client’s order form] OR [in the Client’s written quotation] OR [in the Service Provider’s quotation] OR [insert location] or any other option(s) as		means the Client’s order for the Services as set out [in the Client’s order form] OR [in the Client’s written quotation] OR [in the Service Provider’s quotation] OR [insert location] or any other option(s) as

<p><b>“Services”</b></p> <p><b>[“Service Provider”</b></p> <p><b>Equipment”</b></p> <p><b>“Specification”</b></p> <p><b>“Timetable”</b></p>	<p>1.2 Any reference to any document or any other document</p> <p>1.3 Unless otherwise referred to in the Contract</p> <p>1.4 Unless otherwise included in the Contract or provided in writing</p> <p>1.5 A reference to the “Terms and Conditions”</p> <p>1.6 A reference to the “Contract” as defined in Clause 1.1 (Basic Contract)</p> <p>1.7 A reference to the “Parties”</p> <p>1.8 A reference to an agreement or document agreed in writing</p> <p>1.9 Any obligation on a party not to do a particular thing includes an obligation to do that thing to be done.</p> <p>1.10 The “Terms and Conditions” are for convenience only and shall not be used for the interpretation of the Contract.</p> <p>1.11 Words in the singular number shall include the plural and vice versa.</p> <p>1.12 References shall include any other gender.</p> <p>1.13 References shall include natural persons, corporate, or unincorporated entities whether or not the same have a separate legal personality.</p> <p>1.14 References shall include companies, corporations, or other bodies and wherever incorporated or established.</p>	<p>means the services to be provided by the Service Provider to the Client in accordance with the Contract, as defined in the Specification;</p> <p>means any and all equipment including computer software, systems, &lt;&lt;insert relevant examples&gt;&gt; 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] &lt;&lt;insert location&gt;&gt;];]</p> <p>means the full description and specification of the Services as agreed in writing by the Client and the Service Provider; and</p> <p>means the timetable for the provision of the Services set out in [the Order] OR [the Specification] OR &lt;&lt;insert location&gt;&gt;].</p>	<p>and any similar expression, includes a reference to any document or any other document by fax or] email.</p> <p>otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.</p> <p>otherwise, legislation or a provision thereof, shall include any similar expression made from time to time under that legislation or provision.</p> <p>and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time.</p> <p>is a reference to the contract between the Parties as defined in Clause 1.1 and further set out below in Clause 2</p> <p>“Parties” refer to the parties to the Contract.</p> <p>agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.</p> <p>party not to do a particular thing includes an obligation on that party not to do that thing to be done.</p> <p>Terms and Conditions are for convenience only and shall not be used for the interpretation of the Contract.</p> <p>ingular number shall include the plural and vice versa.</p> <p>shall include any other gender.</p> <p>shall include natural persons, corporate, or unincorporated entities whether or not the same have a separate legal personality.</p> <p>shall include companies, corporations, or other bodies and wherever incorporated or established.</p>
---	---	--	---

# S A M P L E

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 Service Provider's written acceptance of that Offer in writing.
- 2.3 Upon the Service Provider's 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 incorporate into the Contract 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, catalogues, brochures or similar material issued or published by the Service Provider shall form part of the Contract or have any legal effect. If any material is provided by the Service Provider only for promotional purposes or providing an approximate description of the service, it shall not constitute a contractual offer from 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 and Service Provider's Obligations**

- 3.1 Within the period of [the Start Date] OR [the date stated in the Order], the Service Provider shall, throughout the term of the Contract, provide the Services to the Client.
- 3.2 The Service Provider shall ensure that the Services conform at all times with the Acceptance Criteria and shall ensure that all Milestones are completed in accordance with the Acceptance Criteria.
- 3.3 The Service Provider shall provide the Services with [reasonable] OR [the best] quality and shall ensure that the Services are commensurate with [prevailing standards] OR [best practice] in the industry or sector relevant to the Services>> sector.
- 3.4 Time for completion of the Services shall be in accordance with respect to the Service Provider's provision of the Services with the Milestones. In the event that the Service Provider fails to complete a Milestone deadline then, without prejudice to the Client's rights under the Contract and any other rights and remedies available to the Client may:
- a) require the Service Provider to complete performance of the Services attempted by the Service Provider;
  - b) require the Service Provider to procure the Services from a third party and reclaim the resulting cost from the Service Provider, subject to the cap on the Service Provider's liability as set out in sub-Clause 12.7 (Liability);

S

- c) Service Provider liable for any loss and additional costs (including any cap on the Service Provider's liability as set out in the Order (including any cap on liability)); and
- d) any amount previously paid by the Client to the Service Provider in respect of the Services refunded by the Service Provider.

A

3.5 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.

3.6 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.

3.7 [The Service Provider shall provide the Service Provider Equipment[, which shall include any equipment required for the provision of the Services].]

3.8 [In the event that any permits or consents are required to enable the Service Provider to provide the Services [and to [install and] use any required Service Provider Equipment], the Service Provider shall obtain the same before the date by which the provision of the Services is due to begin (in accordance with sub-Clause 8.1.(c)) and shall maintain the same to the extent required for the provision and use of the Service Provider Equipment] through the term of the Services Contract.]

M

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

P

3.10 [The Service Provider shall 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 hold all such Client Equipment with care and in accordance with the Client's instructions at all times. The Service provider shall return all Client Equipment to the Client on the Client's written instruction.]

L

3.11 In the event that the Service Provider provides access to the Client's premises and any other facilities (including any equipment) agreed upon by the Parties [or as otherwise agreed in the Order] to the Service Provider to enable the provision of the Services, the Service Provider shall use the same only 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 instructions from the Client and (as further stated in sub-Clause 8.1.(c)) all applicable laws, rules and regulations and security requirements and such other facilities.

E

**4. Client's Obligations**

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

S

A

M

P

L

E

- 4.2 The Client shall provide the Service Provider with:
  - a) all materials reasonably required by the Service Provider to provide the Services;
  - b) all Client 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) access to and all Client Equipment (or access thereto) that is or are agreed upon 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) access to and availability and use of the Client's premises and 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, and to inform the Service Provider of any applicable health, safety, and security 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 such instructions shall be compatible with the Specification, Milestones, and Acceptance Criteria.
- 4.4 In the event the Service Provider requires the decision, approval, consent, or communication from the Client in order to continue to provide 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 any decision, approval, consent, or communication is or consents are required to enable the Service Provider to provide the Services [and to [install and] use any required Service Provider Equipment], the Client shall obtain the same before the date on which the Services are due to begin (in accordance with sub-clause 4.2) and shall maintain the same to the extent required for the provision of the Services and use of the Service Provider Equipment] through the term of the Contract.]
- 4.6 Any delay in the provision of the Services (including, but not limited to, any delay in meeting any deadlines) by the Service Provider which results from the Client's failure to comply with any of its obligations under the Contract or omission of the Client shall not be the responsibility of the Service Provider.

5. Fees, Payment

- 5.1 The Client shall pay the Fees in accordance with 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 stated in writing, the Fees shall include all costs incurred by the Service Provider, whether directly or indirectly, in the provision of the Services.
- 5.3 The Client shall reimburse the Service Provider for the relevant part of the Fees payable by the Client on the basis of the Order or the Specification OR

[<<insert location>>] to the successful completion of the relevant Milestones [the Order] **OR** [the Specification] **OR** [the Acceptance Criteria.]

**OR**

5.1 [The Service Provider shall be paid on a time and materials basis as follows:

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 working day (from <<insert time>> to <<insert time>>) on <<insert days>> days;

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

d) The Service Provider shall have the right to charge the Client for any expenses incurred by the personnel that it engages in 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 that are necessary for the performance of the Services, and any materials required.

5.2 The Service Provider shall invoice the Client for the relevant part of the Fees on the basis of [the Order] **OR** [the Specification] **OR** [the Acceptance Criteria.] to the successful completion of the relevant Milestones [the Order] **OR** [the Specification] **OR** [the Acceptance Criteria.]

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 Where a payment is due 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 All sums payable under the Contract shall be exclusive of VAT. Where the supply for VAT purposes is made under the Contract, the Service Provider shall, upon receipt of the invoice by the Client, the Client shall, upon receipt of the invoice by the Service Provider, pay to the Service Provider the amount of VAT as are chargeable on the supply of the Services, plus any amount that payment is due for the provision of the Services.

5.7 If the Client disputes any 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 as 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;

S

c) ... sum which is not in dispute by the due date for

d) ... n of the dispute, the Client shall pay the sum  
... parties including any interest charged on that sum  
... er, as calculated in accordance with sub-Clause  
... e original due date for payment);

e) ... ervice Provider is required to refund any sums to  
... shall be added to such sums, as calculated in  
... Clause [5.9] OR [5.8]; and

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

5.8 Witho ... use 14.2(a) (termination for late payment), any  
sums ... y the due date for payment under the Contract  
shall ... basis at a rate of <<insert percentage>>% per  
annu ... of the Bank of England from time to time, or at  
<<ins ... annum for any period during which that base rate  
is be ... ate for payment until payment is made in full of  
any s ... whether before or after judgment.

5.9 [All s ... ntract shall be paid in full without any set-off,  
withh ... nterclaim except any withholding or deduction (if  
any) ... law.]

5.10 The S ...  
a) ... are kept, such records and books of account as  
... ble the amount of any sums payable pursuant to  
... urately calculated; and  
b) ... uest of the Client, allow the Client or its agent to  
... and books of account.

6. Intellectual

6.1 The ... (able, its licensors) shall retain ownership of the  
Intell ... sisting in any and all Client Materials.

6.2 The ... Service Provider a non-exclusive, fully paid-up,  
royal ... e,] [[non-]sublicensable] licence to use, copy,  
and r ... ls for the term of the Contract only to the extent  
reaso ... d only for the purposes of the provision of the  
Servi ... ance with the Client's written authorisation and  
instru

7. Confidential

7.1 Each ... except as provided by sub-Clause 7.2 or as  
autho ... e other Party (such authorisation not to be  
unrea ... all, at all times during the term of the Contract  
and [ ... ter its termination or expiry:

a) ... onfidential Information;

E



S

- b) Confidential Information to any other party;
- c) Confidential Information for any purpose other than as contract; and
- d) (a) none of its employees, directors, officers, or contractors does any act which, if done by that Party, would breach the provisions of this Clause 7.

7.2 Subject to Clause 7.1, neither Party may disclose any Confidential Information to:

- a) its subcontractors, agents, consultants, subcontractors, substitutes, or suppliers;
- b) any government authority or regulatory body; [or]
- c) any third parties if required>>; or]
- d) any member of that Party or of any of the aforementioned bodies.

7.3 Disclosure of Confidential Information 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 referred to in sub-Clause 7.2(b) or is an authorised employee or officer of such a body, the disclosing Party must obtain from the other Party a written undertaking from the recipient that the Confidential Information is confidential and to use it only for the purposes for which disclosure is made.

7.4 Confidential Information must not be disclosed for any purpose, or disclose it to any other 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.

7.6 The provisions of Clause 7 shall continue in force in accordance with their terms until the termination or expiry of the Contract for any reason.

**8. Law [and Policy]**

8.1 The Service Provider shall comply with the Applicable Laws at all times, and at its own expense when performing its obligations under the Contract:

- a) Applicable Laws; [and]
- b) Applicable Policies; and]
- c) Applicable health and safety rules and regulations and any other policies in place at the Client's premises and any other premises where the Service Provider has access that is or are agreed to be necessary or as otherwise reasonably required from time to time by the Client or its Service Provider].

8.2 Each Party shall notify the other Party as soon as reasonably possible and in writing, and shall be aware of any changes to the Applicable Laws.

8.3 [The Service Provider shall give <<insert period>> written notice to the Service Provider of any changes to the Applicable Laws.]

A

M

P

L

E

Provided

Mandatory Policies.]

9. **Data Protection**

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

the Client's personal data as set out in the Service Provider's Privacy Policy (at e.g., Privacy Notice>>, available from <<insert location>>.

10. **[Data Processing]**

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

by the Service Provider on behalf of the Client shall be processed 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", "controller", "data breach" shall have the meanings defined in Article 4 of the UK GDPR, and the terms "Data Processor" and "Data Controller" shall have the same meanings as "processor" and "controller" respectively in that legislation. The term "domestic law" means the law of the United Kingdom.]

s "personal data", "processing", "data subject", "controller", "data breach" shall have the meanings defined in Article 4 of the UK GDPR, and the terms "Data Processor" and "Data Controller" shall have the same meanings as "processor" and "controller" respectively in that legislation. The term "domestic law" means the law of the United Kingdom.]

10.2 The Service Provider shall comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 10 shall not relieve the Service Provider of any obligations set out in the Data Protection Legislation and does not limit the Service Provider's obligations in any way.

y with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 10 shall not relieve the Service Provider of any obligations set out in the Data Protection Legislation and does not limit the Service Provider's obligations in any way.

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".

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 personal data for the purpose of the processing; the duration of the processing; the category or categories of personal data; and the category or categories of personal data to which [the Order] OR [the Specification] OR [<<insert location>>] apply.

urpose of the processing; the duration of the processing; the category or categories of personal data; and the category or categories of personal data to which [the Order] OR [the Specification] OR [<<insert location>>] apply.

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 Data Protection Legislation (in addition to any other consents and notices required by the Data Protection Legislation) to enable the Service Provider to collect, process and use personal data in [the Order] OR [the Specification] OR [<<insert location>>] for the duration of the processing.

without prejudice to the generality of sub-Clause 10.2) obtain all necessary consents and notices required by the Data Protection Legislation (in addition to any other consents and notices required by the Data Protection Legislation) to enable the Service Provider to collect, process and use personal data in [the Order] OR [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) take all necessary measures (including technical and organisational measures) to protect the personal data processed by it in relation to its obligations under the Contract:

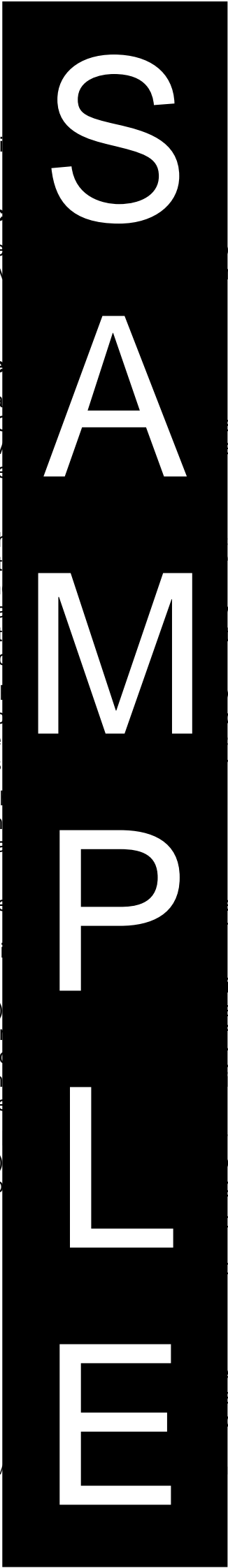
without prejudice to the generality of sub-Clause 10.2) take all necessary measures (including technical and organisational measures) to protect the personal data processed by it in relation to its obligations under the Contract:

a)

process personal data only on the written documented instructions from the Data Controller, unless the Data Processor is otherwise required to do so by domestic law. The Data Processor shall consult the Data Controller before carrying out such instructions if the Data Processor is prohibited from doing so by that law;

b)

implement appropriate technical and organisational measures (including pseudonymisation and encryption) to protect the personal data processed or unlawful processing, accidental loss, destruction or disclosure of personal data, and to prevent unauthorized access to or disclosure of personal data. Such measures shall be appropriate and effective in relation to the risks to the rights and freedoms of natural persons.



S

potential harm resulting from such events and to the context of the personal data and processing taking account the current state of the art in technology implementing those measures. Measures to be taken in the Order] **OR** [the Specification] **OR** [<<insert

c)

all persons with access to the personal data (for processing purposes or otherwise) are contractually bound to keep personal data confidential;

d)

personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

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

Data subjects have enforceable rights and effective remedies;

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

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)

The Data Processor, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with Data Protection Legislation with respect to impact assessments, breach notifications, and consultations with relevant supervisory or other applicable regulatory authorities (including, where applicable, the Information Commissioner's Office);

f)

The Data Processor, upon becoming aware of any personal data breach, notifies the Data Controller without undue delay of any personal data breach of which it becomes aware;

g)

On receipt of the Data Controller's written instruction, delete (or otherwise destroy) all personal data and any and all copies thereof to be deleted on the termination or expiry of the Contract unless it is required to be retained by the personal data by domestic law; [and]

h)

Keep accurate records of all processing activities and of the 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 acting on behalf of the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes applicable Data Protection Legislation[.] **OR** [; and]

i)

The Data Processor shall indemnify the Data Controller against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of its obligations under this Clause 10.]

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

**OR**

E

S

10.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal 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, the Data Processor shall:

- a) sub-contract with the other processor, which shall ensure that the other processor 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) ensure that the other processor complies fully with its obligations under the Data Protection Legislation; and
- c) remain liable to the Data Controller for the performance of that processor's obligations and the acts or omissions thereof.]

10.8 [Either Party may, at any time, and on at least <<insert period, e.g., 30 days>> prior to this Clause 10, replacing it with any applicable alternative terms or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such alternative terms shall be attached to this Clause 10 by attachment to the <<insert document>>]

11. Insurance

The Service Provider shall obtain and maintain throughout the term of the Contract [and for a period of <<insert period>> after the termination 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 provide the Client with copies of current certificates of insurance [and 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 Clause 11 (Insurance), the Service Provider shall obtain and maintain throughout the term of the Contract and its own liability for individual claims that do not exceed the limit of <<insert amount>> [OR [<<insert means of calculating cap>>] per claim]. In the event of, liability in this Clause 12 shall reflect the level of cover that the Service Provider has been able to obtain. The Service Provider shall be responsible for making its own arrangements for the insurance.

12.2 Reference in Clause 12 to "liability" shall include every liability arising under or in relation to the performance of the Contract including, but not limited to, liability in respect of negligence, breach of statutory duty, breach of contract or otherwise.

12.3 Nothing in this Clause shall limit or exclude either Party's liability under or in relation to the performance of the Contract in respect of any form of liability which cannot be limited or excluded, including but not limited to:

- a) liability caused by negligence;

A

M

P

L

E

- b) representation;
- c) act of either that Party or that of its employees or
- d) as implied by section 12 of the Sale of Goods Act or the Supply of Goods and Services Act 1982 (retention 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 in this Clause shall limit or exclude either Party's payment obligations under the Contract.

12.6 [Nothing in this Clause shall limit or exclude the Service Provider's liability under the Contract under sub-Clause 10.6(i) (Data processing indemnity) or any liability arising shall be unlimited.]

12.7 Subject to the provisions of law which cannot be limited or excluded by law) [and sub-Clause 12.4 (no limitations or exclusions of liability in respect of the Client to the Service Provider under or in relation to the Service Provider to the Client under or in relation to any and all related or unrelated acts or omissions, including negligence), breach of statutory duty, or tort (including negligence), breach of statutory duty, or tort limited to [£<<insert sum>>] OR [<<insert means of calculation>>]

12.8 Subject to the provisions of law) [and sub-Clause 12.4 (no limitations or exclusions of liability in respect of the Client to the Service Provider under or in relation to the Service Provider to the Client under or in relation to any and all related or unrelated acts or omissions, including negligence), breach of statutory duty, or tort (including negligence), breach of statutory duty, or tort limited to [£<<insert sum>>] OR [<<insert means of calculation>>]

12.9 The Service Provider's liability set out in sub-Clause 12.7 shall not be reduced or excluded by any court or arbitrator using their statutory or procedural powers in relation to the Contract or interest for late payment.

12.10 The Service Provider's liability set out in sub-Clause 12.8 shall not be reduced or excluded by any court or arbitrator using their statutory or procedural powers in relation to the Contract or interest for late payment.

12.11 Subject to the provisions of law), [and sub-Clause 12.4 (no limitations or exclusions of liability in respect of the Client to the Service Provider under or in relation to the Service Provider to the Client under or in relation to any and all related or unrelated acts or omissions, including negligence), breach of statutory duty, or tort (including negligence), breach of statutory duty, or tort limited to [£<<insert sum>>] OR [<<insert means of calculation>>]

- a)
- b)



S

13.2 If any Force Majeure Event occurs in relation to either Party which affects or may affect the performance of its obligations under the Contract, the affected Party shall notify the other Party as soon as reasonably possible and shall take such steps as are reasonable in the circumstances and to the extent of the circumstances in question. The affected Party shall take all reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations.

A

13.3 Subject to Clause 13.2, neither Party shall be deemed to be in default or shall otherwise be liable to the other by reason of any non-performance of any of its obligations under the Contract where that performance of that obligation is prevented, hindered or delayed by a Force Majeure Event of which it has notified the other Party. That performance shall be extended accordingly.

M

13.4 If the performance of any of its obligations under the Contract is prevented, 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 that may be fair and reasonable] OR [the other Party shall suspend performance of the Contract [immediately] by giving [<<insert period>>] to the affected Party].

P

14. Termination

14.1 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract by giving the other Party <<insert period>> written notice.

14.2 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party in the following circumstances:

- a) the other Party does not pay any sum due under the Contract when it becomes due and such sum remains outstanding for at least <<insert period>> after receiving written notification to pay that sum;
- b) the other Party commits a material breach of any term of the Contract (not capable of remedy) does not remedy that breach <<insert period>> after receiving written notification to do so;
- c) the other Party ceases to, or does, suspend, payment of its debts as if it were insolvent, that it is unable to pay its debts, or (being a partnership) is deemed unable to pay its debts, or (being an individual) is insolvent within the meaning of section 123 of the Insolvency Act 1986 (as amended) in those words "it is proved to the satisfaction of the court that the conditions 123(1)(e) or 123(2) of the Insolvency Act 1986 are satisfied in those sections), or (being an individual) is insolvent within the meaning of section 123 of the Insolvency Act 1986, or as having no reasonable means of paying its debts, in either case, within the meaning of section 123 of the Insolvency Act 1986, or (being a partnership) has no reasonable means of paying its debts, in either case, within the meaning of section 123 of the Insolvency Act 1986, or (being a partnership) has no reasonable means of paying its debts, in either case, within the meaning of section 123 of the Insolvency Act 1986;
- d) the other Party enters into negotiations with any class or all of its creditors for the purpose of a re-arrangement of any of its debts, or proposes any arrangement with any of its creditors or enters into the liquidation of (being a company) solely for the purpose of a re-arrangement of its debts or an amalgamation of that other Party with one or more other companies.

L

E

S

A

M

P

L

E

- e) ...s or for the solvent reconstruction of that other ...s to the court for, or obtains, a moratorium under ...cy Act 1986;
- f) ...tice is given, a resolution is passed, or an order ...se in connection with the winding up of the other ...ny, limited liability partnership, or a partnership) ...r the purpose of a scheme for the solvent ...other Party with one or more other companies or ...ruction of that Party;
- g) ...de to the court, or an order is made, for the ...nistrator, or a notice of intention to appoint an ...r an administrator is appointed, over the other ...y, limited liability partnership, or a partnership);
- h) ...ing floating charge over the assets of that other ...any or limited liability partnership) has become ...has appointed, an administrative receiver;
- i) ...ttitled to appoint a receiver over any or all of the ...rty, or a receiver is appointed over all or any of ...Party;
- j) ...g an individual) is the subject of a bankruptcy ...order;
- k) ...prancer of the other Party attaches or takes ...distress, execution, sequestration, or other such ...nforced on or sued against, the whole or part of ...ssets and such attachment or process is not ...sert period>>;
- l) ...proceeding is taken, with respect to the other ...n to which it is subject, that has a similar effect to ...set out above in sub-Clauses 14.2(c) to (k)
- m) ...s or suspends, or threatens to cease or suspend, ...stantial part of its business;
- n) ...an individual) dies, or due to illness or incapacity ...hysical), becomes incapable of managing their ...es a patient under any mental health legislation;
- o) ...control of the other Party (within the meaning of ...orporation Tax Act 2010).

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

**15. Effects of Termination**

Upon the termination of this Contract for any reason:

15.1 any sum payable by the other Party to the other Party under the Contract shall become immediately due and payable;



S

15.2 the Service Provider shall immediately return any and all Client Materials [and Client Equipment] in its possession. The Service Provider shall be fully and solely responsible for the safekeeping of Client Materials [and Client Equipment] in its possession until such time as they are returned to the Client and shall not use the same for any purpose other than that contemplated with the Contract. In the event that the Service Provider fails to return any Client Materials [or Client Equipment] within the time specified in the termination or expiry of the Contract, the Client shall have the right to enter the Service Provider's premises to take possession of the same.

A

15.3 each Party shall, to the extent referred to in Clause 7 (Confidentiality), not disclose to either directly or indirectly, any Confidential Information of 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.

15.4 termination of the Contract shall not affect or prejudice any rights, remedies, obligations or claims of either Party 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

M

15.5 any clause or provision of the Contract which either expressly or by implication is intended to survive termination or expiry shall remain in full force and effect.

16. **No Waiver**

No failure or omission to exercise any of its rights under the Contract shall be deemed to be a waiver of any right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same provision.

P

17. **Further Assurances**

Each Party shall do all such further deeds, documents and things as may be necessary to give full effect to the provisions of the Contract into full force and effect.

18. **Variation**

Other than as expressly provided in the Terms and Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

L

19. **Severance**

In the event that any provision of the Contract is found to be unlawful, void, unenforceable or otherwise invalid or otherwise unenforceable, that provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

E

20. **Assignment**

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

20.2 [[Sub Servi by it skille contr omis of Clause 10 (Data Processing), the] **OR** [The] tled to perform any of the obligations undertaken ber of its group or through suitably qualified and act or omission of such other member or sub- ses of the Contract, be deemed to be an act or ion.]

21. **Third Party**

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

21.2 Subje trans e Contract shall continue and be binding on the signs of either Party as required.

22. **Relationshi**

Nothing in th venture, age contractual n te or be deemed to constitute a partnership, joint relationship between the Parties other than the vided for in the Contract.

23. **Notices**

23.1 All ne signe notic ct shall be in writing and deemed duly given if a duly authorised officer of the Party giving the

23.2 All ne addre locat time ct shall be addressed to the most recent postal email address given in <<insert document or notified in writing by either Party to the other from

23.3 Notic ave been duly given:

a) vered by courier or other messenger during the s of the recipient [, on signature of a delivery

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

c) , 9.00 a.m.>> on the second Business Day at the delivery time recorded by the relevant ailed by first-class mail, postage prepaid [or by day delivery service].

S

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 days>> 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 its subject matter.

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

A

25. **Law and Jurisdiction**

25.1 The non-contractual matters and obligations arising from the Contract (whether or not (with) there is a dispute) 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 (with) there is a dispute) shall fall within the jurisdiction of the courts of England and Wales.

M

P

L

E