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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Service Provider>> registered in <<Country of Registration>> under number <<Company Registration Number>> [whose registered office is at] **OR** [of] <<insert Address>> ("the Provider")
- (2) <<Name of Client>> [a company] registered in <<Country of Registration>> under number <<Company Registration Number>> [whose registered office is at] **OR** [of] <<insert Address>> ("the Client")

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**WHEREAS:**

- (1) The Service Provider provides <<description of services>> services and has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide such services subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) The Service Provider wishes to provide such services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

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**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**"Business Day"**

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

**"Confidential Information"**

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

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**“Data Protection Legislation”**

the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (and 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;

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**“Fees”**

payable by the Client to the Service Provider for the provision of the Services as fully set out in Schedule 2; and

**“Services”**

to be provided by the Service Provider as fully described in Schedule 1.

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1.2 Unless the context otherwise requires, a reference in this Agreement to:

reference in this Agreement to:

1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other form of electronic communication;

reference in this Agreement to:

1.2.2 a statute or regulation, includes a reference to that statute or regulation as in force at the relevant time;

reference in this Agreement to:

1.2.3 “this Agreement”, includes a reference to this Agreement and each of the Schedules attached to this Agreement at the relevant time;

reference in this Agreement to:

1.2.4 a Schedule includes a reference to that Schedule as attached to this Agreement; and

reference in this Agreement to:

1.2.5 a Clause or paragraph includes a reference to a Clause or paragraph of this Agreement as set out in the heading or paragraph of the relevant Schedule.

reference in this Agreement to:

1.2.6 a “Party” or “parties” includes a reference to the parties to this Agreement.

reference in this Agreement to:

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

reference in this Agreement to:

1.4 Words imparting the masculine gender include the plural and vice versa.

reference in this Agreement to:

1.5 References to any gender include the other gender.

reference in this Agreement to:

1.6 References to persons include corporations.

reference in this Agreement to:

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**2. Service Provider’s Obligations**

2.1 The Service Provider shall endeavour to provide the Services in accordance with the terms of this Agreement.

reference in this Agreement to:

2.2 The Service Provider shall provide the Services with reasonable skill and care.

reference in this Agreement to:

2.3 [The Service Provider shall endeavour to meet deadlines agreed from time to time. Any such dates shall be estimates only. Time for performance shall be of the essence of this Agreement.]

reference in this Agreement to:

2.4 The Service Provider shall endeavour to act in accordance with all reasonable instructions given to it by the Client provided such instructions are consistent with the terms of the Services as set out in this Agreement.

reference in this Agreement to:

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Schedule 1.

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

2.6 [The Service Provider shall endeavour to accommodate any reasonable change that may be requested by the Client, subject to the Client's reasonable changes to the Fees that may be due as a result.]

3. **Client's Obligations**

3.1 The Client shall:

3.1.1 Allow the Service Provider to use any premises, facilities, and equipment owned or controlled by the Service Provider in the course of providing the Services.

3.1.2 Provide adequate facilities for the Service Provider, its employees, and subcontractors as reasonably required by the Service Provider.

3.1.3 [Co-operate with the Service Provider upon the Service Provider's reasonable request for the repair and rectification of any <<insert appropriate description of any equipment or facilities.>>]

3.2 The Client shall make the following available to the Service Provider:

3.2.1 <<insert item 1>>;

3.2.2 <<insert item 2>>;

3.2.3 <<insert item 3>>;

3.2.4 <<insert item 4>>.

3.3 The Client shall provide all information to the Service Provider necessary for the provision of the Services, and shall ensure the accuracy and completeness of such information.

3.4 The Client may, from time to time, provide reasonable instructions to the Service Provider in relation to the Services, which instructions must be compatible with the scope of the Services set out in Schedule 1.

3.5 In the event that the Client requires the decision, approval, consent, or any other form of communication from the Client in order to continue providing the Services (or any part thereof), the Client shall use its reasonable endeavours to provide the same in a reasonable and timely manner.

3.6 The Client shall use its reasonable endeavours to inform the Service Provider of any health and safety risks that apply at its premises.

4. **Insurance**

4.1 The Service Provider shall maintain, in relation to the Services, public liability insurance with a limit of indemnity of £<<insert sum>> in any one occurrence.

4.2 [The Service Provider shall maintain, in relation to the Services,

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professional indemnity  
£<<insert sum>> in

minimum limit of indemnity of

4.3 [The Service Provider shall  
provide all or any of the  
policies] with like effect in  
any one occurrence.]

by sub-contractors engaged by it to  
be in place [a like policy] OR [like  
limit of indemnity in any one

## 5. Fees and Payment

5.1 In consideration of the Services  
provided by the Service Provider in accordance with this Agreement

the Client shall pay the Fees to the Service Provider in accordance with Schedule 2 and this Clause 5.

5.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of Schedule 2

the Client shall pay the Fees due in accordance with

5.3 The Client shall pay the Fees due within <<insert period>> of receipt of the relevant invoice from the Service Provider

<<insert period>> of receipt of the

5.4 All payments to be made under this Agreement shall be made in <<insert currency>> to such bank in <<insert location>> as the Service Provider shall from time to time nominate in writing.

for this Agreement shall be made in <<insert currency>> to such bank in <<insert location>> as the Service Provider shall from time to time nominate in writing.

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

falls due on a day that is not a Business Day, it shall be made on the following Business Day.

5.6 Without prejudice to its other rights or remedies open to it, if the Client fails to pay the Fees due under sub-Clause 5.3:

the Client shall be liable to the Service Provider within the period set out in

5.6.1 The Client shall pay interest on the overdue sum at the rate of <<insert percentage>> per annum from the date of the overdue sum to the date of payment of the overdue sum. The Client shall pay the interest on the overdue sum.

overdue sum at the rate of <<insert percentage>> per annum from the date of the overdue sum to the date of payment of the overdue sum. The Client shall pay the interest on the overdue sum.

5.6.2 The Service Provider shall have the right to suspend the Services until the payment of the Fees due (together with any interest due) is made in full.

the Service Provider shall have the right to suspend the Services until the payment of the Fees due (together with any interest due) is made in full.

5.7 All sums due under this Clause shall be paid in full without any set-off, counterclaim, deduction or otherwise, except such amount (if any) of tax that is to be deducted or withheld from such sums.

shall be paid in full without any set-off, counterclaim, deduction or otherwise, except such amount (if any) of tax that is to be deducted or withheld from such sums.

## 6. Limitation of Liability

6.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by or the negligence of that Party's employees, agents, subcontractors, consultants, advisors, or representatives, or for fraud or fraudulent misrepresentation, or for breach of statutory duty, or for any liability which cannot be limited or excluded by law.

Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by or the negligence of that Party's employees, agents, subcontractors, consultants, advisors, or representatives, or for fraud or fraudulent misrepresentation, or for breach of statutory duty, or for any liability which cannot be limited or excluded by law.

6.2 Nothing in this Agreement shall limit or exclude the Service Provider's liability for breach of the implied terms of the Supply of Goods and Services Act 1982 (relating to the description of goods or services).

Nothing in this Agreement shall limit or exclude the Service Provider's liability for breach of the implied terms of the Supply of Goods and Services Act 1982 (relating to the description of goods or services).

6.3 Subject to sub-Clause 6.2, the Service Provider shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any consequential loss arising out of or in connection with the Services.

Subject to sub-Clause 6.2, the Service Provider shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any consequential loss arising out of or in connection with the Services.

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- connection with this
- 6.4 The total liability of (including negligence in connection with amount equal to the whichever is the gre
- 6.5 The total liability of (including negligence in connection with amount equal to the whichever is the gre
- 6.6 [Notwithstanding su Provider shall be recoverable by the
- 6.6.1 Any sums p Agreement i terms of this
- 6.6.2 Wasted exp
- 6.6.3 Any addition replacement accordance
- 6.6.4 Any losses i any claim, d by any third omission of t
- 6.6.5 Anticipated s
- 6.6.6 [<<insert fur
- 6.7 The Client's rights u any rights or remed

he Client, whether in contract, tort duty, or otherwise, arising out of or limited to £<<insert sum>> or an the Client under this Agreement,

Provider, whether in contract, tort duty, or otherwise, arising out of or limited to £<<insert sum>> or an the Client under this Agreement,

ct to sub-Clause 6.4, the Service following losses, which shall be

Service provider pursuant to this t provided in accordance with the

e Client in obtaining alternative or ces have not been provided in

sing out of, or in connection with, ction, investigation, or proceeding nt which is caused by an act or

required>>.]

e in addition to, and not instead of, titled under common law.

**7. Confidentiality**

- 7.1 Each Party underte authorised in writin continuance of this termination:
- 7.1.1 keep confide
- 7.1.2 not disclose
- 7.1.3 not use any contemplate
- 7.1.4 not make an any Confide
- 7.1.5 ensure that contractors c be a breach

provided by sub-Clause 7.2 or as it shall, at all times during the <<insert period>> years] after its

rmation;

tion to any other party;

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

ny way or part with possession of

officers, employees, agents, sub- which, if done by that Party, would Clauses 7.1.1 to 7.1.4 above.

- 7.2 Either Party may:

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7.2.1 disclose any

to:

7.2.1.1 any s

of that Party;

7.2.1.2 any g

thority or regulatory body; or

7.2.1.3 any

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

afore

a) to s

s necessary for the purposes

contemplate

including, but not limited to, the

provision of

quired by law. In each case that

Party shall f

party or body in question that the

Confidential

ential and (except where the

disclosure is

nder sub-Clause 7.2.1.2 or any

employee of

y) obtaining and submitting to the

other Party

y undertaking from the party in

question. S

be as nearly as practicable in the

terms of this

onfidential Information confidential

and to use

for which the disclosure is made;

and

7.2.2 use any Cor

any purpose, or disclose it to any

other person

it is at the date of this Agreement,

or at any tin

nes, public knowledge through no

fault of that

use or disclosure, that Party must

not disclose

tial Information which is not public

knowledge.

7.3 The provisions of th

re in force in accordance with their

terms, notwithstand

s Agreement for any reason.

8. **Assignment and Sub-Con**

8.1 Subject to sub-Cla

s personal to the Parties. Neither

Party may assign,

otherwise than by floating charge) or

sub-licence any of i

ut the written consent of the other

Party, such consent

withheld.

8.2 [[Subject to the pro

] OR [The] Service Provider shall

be entitled to perfor

undertaken by it through any other

member of its grou

alified and skilled sub-contractors.

Any act or omissio

er or sub-contractor shall, for the

purposes of this A

to be an act or omission of the

Service Provider.

9. **Force Majeure**

9.1 No Party to this Agr

or any failure or delay in performing

their obligations wh

ay results from any cause that is

beyond the reasona

Such causes include, but are not

limited to: power fa

vider failure, industrial action, civil

unrest, fire, flood,

acts of terrorism, acts of war,

governmental actio

is beyond the control of the Party

in question.

9.2 [In the event that a

at cannot perform their obligations

hereunder as a res

for a continuous period of <<insert

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period>>, the other Party shall terminate this Agreement by giving written notice at the end of the term of this Agreement. The Parties shall agree on the amount of any reasonable payment for all Services provided up to the date of termination which payment shall take into account any prior contractual obligations of the Parties into in reliance on the performance of this Agreement.]

10. **Term and Termination**

10.1 This Agreement shall commence on the <<insert Commencement Date>> and shall continue for the term of <<insert Term>> from that date, subject to the provisions of this Clause 10.

10.2 [Either Party shall have the right to terminate this Agreement by giving not less than <<insert notice period>> written notice to the other Party at any time prior to the expiry of the term specified in Clause 10.1. The other Party shall have the right to terminate this Agreement for a further period of <<insert notice period>> (subject to this provision) to extend this term for a further <<insert period>>.]

10.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice to the other Party, provided that such notice shall not expire on or at any time after the expiry of the term of this Agreement.

10.4 Either Party may terminate this Agreement by giving written notice to the other Party if:

10.4.1 any sum owed by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after the date of due payment;

10.4.2 the other Party is in breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

10.4.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;

10.4.4 the other Party enters into an arrangement with its creditors or, where the other Party is a company, into an administration order (within the meaning of section 86);

10.4.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to indemnify the other Party imposed on that other Party under this Agreement);

10.4.6 anything is done in relation to the other Party in the foregoing under the law of any jurisdiction other than the law of the other Party;

10.4.7 that other Party ceases, to carry on business; or

10.4.8 control of the other Party is exercised by any person or connected person other than the other Party on the date of this Agreement. For the purposes of this Clause 10, "control" and

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tion terminate this Agreement by giving written notice at the end of the term of this Agreement. The Parties shall agree on the amount of any reasonable payment for all Services provided up to the date of termination which payment shall take into account any prior contractual obligations of the Parties into in reliance on the performance of this Agreement.]

<<insert Commencement Date>> and shall continue for the term of <<insert Term>> from that date, subject to the provisions of this Clause 10.

Either Party shall have the right to terminate this Agreement by giving not less than <<insert notice period>> written notice to the other Party at any time prior to the expiry of the term specified in Clause 10.1. The other Party shall have the right to terminate this Agreement for a further period of <<insert notice period>> (subject to this provision) to extend this term for a further <<insert period>>.]

Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice to the other Party, provided that such notice shall not expire on or at any time after the expiry of the term of this Agreement.

Either Party may terminate this Agreement by giving written notice to the other Party if:

10.4.1 any sum owed by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after the date of due payment;

10.4.2 the other Party is in breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

10.4.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;

10.4.4 the other Party enters into an arrangement with its creditors or, where the other Party is a company, into an administration order (within the meaning of section 86);

10.4.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to indemnify the other Party imposed on that other Party under this Agreement);

10.4.6 anything is done in relation to the other Party in the foregoing under the law of any jurisdiction other than the law of the other Party;

10.4.7 that other Party ceases, to carry on business; or

10.4.8 control of the other Party is exercised by any person or connected person other than the other Party on the date of this Agreement. For the purposes of this Clause 10, "control" and



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“connected  
Sections 112

the meanings ascribed thereto by  
of the Corporation Tax Act 2010.

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

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

10.6 The rights to term  
prejudice any other  
concerned (if any) d

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

11. **Effects of Termination**

Upon the termination of this

on:

11.1 any sum owing by e  
Agreement shall be

under any of the provisions of this  
nd payable;

11.2 all Clauses which, e  
the expiry or termin

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

11.3 termination shall no  
which the terminati  
termination or any  
may have in respe  
before the date of te

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

11.4 subject as provided  
rights neither Party

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

11.5 each Party shall (e  
cease to use, eithe  
shall immediately re  
control which conta

ferred to in Clause 7) immediately  
any Confidential Information, and  
ny documents in its possession or  
tial Information.

12. **[Data Protection**

The Service Provider will c  
Service Provider’s <<inse  
<<insert location(s)>>.]

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

12.1

13. **[Data Processing**

13.1 In this Clause 13,  
processor”, and “pe  
Data Protection Leg

subject”, “data controller”, “data  
l have the meaning defined in the

13.2 [All personal data t  
Client under this Ag  
of the Data Proces  
date>> [pursuant to

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

**b) OR**

13.2 [The Parties hereby  
protection requirem  
13 shall not reliev  
Protection Legislat  
obligations.

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

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13.3 For the purposes of the Data Protection Legislation and for this Clause 13, the Service Provider is the "Data Processor" and the Client is the "Data Controller".

13.4 The type(s) of personal data, the nature and purpose of the processing, and the categories of data subjects are set out in Schedule 3.

13.5 The Data Controller shall ensure that it has in place all necessary consents and notices required by applicable Law for the transfer of personal data to the Data Processor for the purposes of this Agreement.

13.6 The Data Processor shall process any personal data processed by it in accordance with the following instructions under this Agreement:

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

13.6.2 Ensure that appropriate technical and organisational measures (a) are implemented by the Data Processor (as Data Controller) to protect the personal data from unauthorised access, disclosure, misuse, accidental loss, destruction or damage or otherwise, and (b) those measures shall be proportionate to the potential harm from the unauthorised use of the personal data, taking into account the state of the art, the nature of the data, the scope and the cost of implementing those measures, and those measures are set out in Schedule 3;

13.6.3 Ensure that all persons (whether employees or otherwise) who have access to the personal data (whether in any form) are contractually obliged to keep such personal data confidential and to use it only for the purposes for which it is processed;

13.6.4 Not transfer personal data to any country 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 The Data Processor and/or the Data Processor has implemented suitable safeguards for the transfer of personal data;

13.6.4.2 The Data Processor has implemented suitable safeguards for the transfer of personal data to persons who do not have enforceable rights and remedies;

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 The Data Processor complies with all reasonable requirements advanced by the Data Controller in connection with the processing of the personal data.

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

13.6.6 Notify the Data Controller of any breach of applicable Law or of a personal data breach;

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13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the Data Controller's personal data and any and all copies thereof to the extent required to comply with applicable law;

On the Data Controller's instruction, delete (or otherwise dispose of) the Data Controller's personal data and any and all copies thereof to the extent required to comply with applicable law;

13.6.8 Maintain complete and accurate records of all processing activities and the technical and organizational measures implemented necessary to ensure compliance with Clause 13 and to allow for audits by the Data Controller or other persons designated by the Data Controller.

Maintain complete and accurate records of all processing activities and the technical and organizational measures implemented necessary to ensure compliance with Clause 13 and to allow for audits by the Data Controller or other persons designated by the Data Controller.

13.7 [The Data Processor shall be responsible for ensuring compliance with the obligations set out in Clause 13.]

[The Data Processor shall be responsible for ensuring compliance with the obligations set out in Clause 13.]

c) OR

13.7 [The Data Processor shall be permitted to subcontract any or all of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 13 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) provided that the Data Processor appoints a sub-contractor, the

[The Data Processor shall be permitted to subcontract any or all of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 13 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) provided that the Data Processor appoints a

13.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Controller and the Data Processor to enforce those

13.7.2 Ensure that the sub-contractor complies fully with its obligations under applicable data protection legislation.

the sub-contractor complies fully with its obligations under applicable data protection legislation.

13.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which all personal data processed under the processing clauses of this Agreement shall be deleted or destroyed. Such termination shall not affect the obligations of the Data Processor under this Agreement.]

Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which all personal data processed under the processing clauses of this Agreement shall be deleted or destroyed. Such termination shall not affect the obligations of the Data Processor under this Agreement.]

14. **No Waiver**

No failure or delay by either Party in exercising its rights shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

No failure or delay by either Party in exercising its rights shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

15. **Further Assurance**

Each Party shall execute all such deeds, documents and things as may be necessary to carry out its obligations under this Agreement into full force and effect.

Each Party shall execute all such deeds, documents and things as may be necessary to carry out its obligations under this Agreement into full force and effect.

16. **Costs**

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

17. **Set-Off**

Neither Party shall be entitled to set-off or otherwise reduce any manner from payments due to it under this Agreement.

Neither Party shall be entitled to set-off or otherwise reduce any manner from payments due to it under this Agreement.

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or sums received in res agreement at any time.

er this Agreement or any other

18. Relationship of the Parties

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

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

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19. Non-Solicitation

19.1 Neither Party shall, period>> after its te person who is or w any time in relation that Party].

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

19.2 Neither Party shall, period>> after its te Party any customer cause damage to consent of that Part

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

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20. Third Party Rights

20.1 No part of this Agree accordingly the Cor this Agreement.

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

20.2 Subject to this Clau transferee, success

all continue and be binding on the Party as required.

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21. Notices

21.1 All notices under th if signed by, or on notice.

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

21.2 Notices shall be dee

given:

21.2.1 when delive registered m

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

21.2.2 when sent, transmission

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

21.2.3 on the fifth ordinary ma

g mailing, if mailed by national

21.2.4 on the tent postage pre

g mailing, if mailed by airmail,

d) In each case mail address, or fac

sed to the most recent address, e- the other Party.

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22. **Entire Agreement**

22.1 [Subject to the pro  
the entire agreeme  
and may not be mo  
authorised represen

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

22.2 Each Party acknow  
on any representa  
provided in this Ag  
implied by statute o  
by law.

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

23. **Counterparts**

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

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

24. **Severance**

In the event that one or  
unlawful, invalid or otherwis  
severed from the remaind  
shall be valid and enforcea

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

25. **Dispute Resolution**

25.1 The Parties shall at  
Agreement through  
have the authority to

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

25.2 [If negotiations un  
<<insert period>> o  
attempt to resolve  
Dispute Resolution

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

25.3 [If the ADR proced  
within <<insert perio  
not participate in  
arbitration by either

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

25.4 The seat of the arbi  
The arbitration sha  
Arbitration as agree  
unable to agree on  
may, upon giving v  
Deputy President fo  
the appointment of  
that may be require

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

25.5 Nothing in this Cla  
applying to a court f

either Party or its affiliates from  
f.

25.6 The Parties hereby  
dispute resolution u

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

Parties.

26. **Law and Jurisdiction**

26.1 This Agreement (including any amendments made hereunder) shall be governed by, and construed in accordance with, the law of England and Wales.

26.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

ual matters and obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

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SIGNED for and on behalf of the S  
<<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the C  
<<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

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**The Services**

<<Insert a detailed specification of provided by the Service Provider>>

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**Fees**

<<Insert full details of fees and pa

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**1. Data Processing**

**Scope**

<<Insert description of the scope of the processing to be carried out>>.

**Nature**

<<Insert description of the nature of the processing to be carried out>>.

**Purpose**

<<Insert description of the purpose of the processing to be carried out>>.

**Duration**

<<Insert details of the duration of the processing>>.

**2. Types of Personal Data**

<<List the types of personal data to be processed>>.

**3. Categories of Data Subject**

<<List the categories of data subject to be processed>>.

**4. Organisational and Technical Measures**

<<Describe the organisational and technical measures to be implemented as referenced in 13.6.2>>.

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