

“Term”

- 1.2 Unless the context requires otherwise, a reference in this Agreement to:
- 1.2.1 “writing”, any document or communication, includes a reference to any document or similar means;
 - 1.2.2 a statute or provision as in force at the relevant time; is a reference to that statute or provision as in force at the relevant time;
 - 1.2.3 “Agreement”, “Schedules” and “Annexes” is a reference to this Agreement and each of the Schedules and Annexes attached at the relevant time;
 - 1.2.4 a Schedule or Annex is a reference to that Schedule or Annex to this Agreement;
 - 1.2.5 an Annex is a reference to that Annex to this contract; and
 - 1.2.6 a “party” or “parties” is a reference to the parties to this Agreement.
- 1.3 Reference in this Agreement to a Clause or paragraph (other than the Schedules) is a reference to a Clause or paragraph in this Agreement (other than the Schedules)
- 1.4 Reference in a Call Off Contract to a Clause or paragraph is a reference to a Clause or paragraph in this Agreement;
- 1.5 Where any provision of a Call Off Contract is deemed by this Agreement also to be incorporated in this Agreement to the extent where there is any reference in this Agreement to a Call Off Contract, that reference shall in that Call Off Contract be deemed to be necessary or appropriate to give proper effect to that provision (as amended or extended by this Agreement) to “the Call Off Contract”.
- 1.6 The headings used in a Call Off Contract are for convenience only and shall not be relied upon for the interpretation of it.
- 1.7 Words imparting the singular include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons include corporations and entities.

2. Purpose of this Agreement

The purpose of this Agreement is to

- 2.1 provide a means whereby the parties may enter into Call Off Contracts;
- 2.2 [provide the framework for the interpretation of a Call Off Contract]; and
- 2.3 set out the terms and conditions which shall apply to each Call Off Contract.

3. Term

This Agreement shall take effect from the Commencement Date and shall terminate at the end of the Term unless otherwise provided in this Agreement.

4. Scope of this Agreement

- 4.1 This Agreement goes to the supply of any Services by the Company to the Customer;
- 4.2 The Company may, from time to time, during the Term from time to time, enter into Call Off Contracts with the Customer in relation to the supply of any Services by the Company;

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time, place an order with the Ordering P

e from the Supplier in accordance

- 4.3 The parties agree that

- 4.3.1 The Company shall maintain a minimum quality control system for Supplier during the contract period.

purchase any Service[s] or any
type(s) of Service[s] from the

- 4.3.2 No form of [redacted]
nothing in [redacted]
obtaining from [redacted]
as [the Service]
providing to [redacted]
[the Service]

is created by this Agreement and shall not prevent the Company from providing any services similar to or the same as [redacted] or prevent the Supplier from providing services similar to or the same as [redacted]:

- 4.4 The parties agree deemed to compris

Contract made for a Service shall be

- #### 4.4.1 the relevant

- 4.4.2 the accepta
the Ordering

as that acceptance is prescribed in

- 4.4.3 the Relevant
this Agreem
Order Form

able to that Service as provided by
Call Off Terms were set out in the

- 4.4.4 the provision
and be inter
proper purpo

h that those provisions shall apply
such manner as best achieves the
d the Call Off Contract.

- 4.5 No additional or other consideration shall be paid by either party on behalf of either party for the execution, delivery, performance, completion, or fulfillment of this Contract nor shall a party be liable to the other party for the execution, delivery, performance, completion, and for the avoidance of the consequences of this Contract. The terms and conditions of the Off Terms shall form an integral part of the Contract. The terms and conditions of the Service if applicable shall also form an integral part of the Contract. The terms and conditions of the particular type of Service shall also form an integral part of the Contract.

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all be incorporated in any Call Off
ons be of any effect. In particular,
y confirmed that no Relevant Call
Call Off Contract for a particular
ey are only applicable to another

- 4.6 Each Call Off Cont parties:

legally binding agreement on the

- 4.7 Unless and until a
- by the parties, ther
- to that Service:

particular Service is entered into
agreement between them in relation

- 4.8 The term of each Contract, it shall extend to the end of the Call Off Contract and the termination of this Agreement shall not

be as provided by that Call Off Contract, and in accordance with the terms of that Call Off Contract. In writing by both parties, that the Contract shall not extend beyond the expiry or termination of any termination of this Contract, and shall not terminate any Call Off Contract; and

- 4.9 In the case of conflict between the provisions of this Agreement and the provisions of the Off Contract, the provisions of the Off Contract shall prevail.

When any provision contained in the
contained in any Schedule or Call
of this Agreement shall take

5. Relevant Call Off Terms

Where the Supplier is to provide the Services below, the set of Relevant

Contract a type of Service listed
next to that Service below (and set

out in a Schedule) shall apply to the Relevant Call Off Terms sheet

Type of Service

<<insert e.g. Installation Service>>

[<<insert e.g. Repair Service>>]

[<<insert e.g. Maintenance Service>>]

[<<insert e.g. Design Service>>]

[<<name of any other Service>>]

6. [Data Protection]

6.1 All personal information collected, processed, and held by the Company shall be in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Company's rights under the GDPR.

6.2 For complete details of the collection, retention of personal data, and the Company's rights (where applicable), please refer to the Company's privacy notice [available from <<insert location>>].

7. [Data Processing]

7.1 In this Clause 7 and the Schedule, "personal data", "data subject", "data controller", "data processor", "data breach" shall have the meaning defined in the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and any national legislation (as amended from time to time) which succeeds the GDPR.

7.2 [All personal data to be processed by the Supplier on behalf of the Company, shall be processed in accordance with the terms of the Agreement and any applicable legislation. The parties shall enter before any processing of personal data is processed by the Supplier on behalf of the Company, a data processing agreement.]

OR

7.2 [Both parties shall comply with the data protection requirements set out in the Data Protection Legislation. Neither this Clause 7 nor this Agreement shall remove or replace any of those obligations.]

7.3 For the purposes of the Data Protection Legislation and for this Clause 7 and this Agreement, the Supplier is the "Data Controller".

¹ Each of these sets of terms should, as a condition of this Agreement, be included in the relevant Schedule containing the relevant set of terms and conditions. If Supplier offers only one type of service, there will only be one terms and conditions Schedule.

Contract but none of the other sets of terms and conditions shall apply to this Contract:

Terms and Schedule Number¹

Schedule 2 Installation Service Call

Schedule [2][3] Repair Service Call

[<<insert e.g. Schedule [2][3][4] Maintenance Service Call Off Terms>>]

[<<insert e.g. Schedule [2][3][4][5] Design Service Call Off Terms>>]

[<<insert e.g. Schedule [2][3][4][5][6] and name of any other Service Call Off Terms>>]

7.1 The personal information collected, processed, and held by the Company shall be in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Company's rights under the GDPR.

7.2 For complete details of the collection, processing, storage, and retention of personal data, and the Company's rights (where applicable), please refer to the Company's privacy notice [available from <<insert location>>].

7.1 In this Clause 7 and the Schedule, "personal data", "data subject", "data controller", "data processor", "data breach" shall have the meaning defined in the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and any national legislation (as amended from time to time) which succeeds the GDPR.

7.2 [All personal data to be processed by the Supplier on behalf of the Company, shall be processed in accordance with the terms of the Agreement and any applicable legislation. The parties shall enter before any processing of personal data is processed by the Supplier on behalf of the Company, a data processing agreement.]

7.2 [Both parties shall comply with the data protection requirements set out in the Data Protection Legislation. Neither this Clause 7 nor this Agreement shall remove or replace any of those obligations.]

7.3 For the purposes of the Data Protection Legislation and for this Clause 7 and this Agreement, the Supplier is the "Data Controller".

¹ Each of these sets of terms should, as a condition of this Agreement, be included in the relevant Schedule containing the relevant set of terms and conditions. If Supplier offers only one type of service, there will only be one terms and conditions Schedule.

- 7.4 The type(s) of processing, and the nature and purpose of the processing in relation to each Call Off Contract shall be set out in the Call Off Contract.
- 7.5 The Data Controller shall ensure that it has in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of this Agreement and any Call Off Contract.
- 7.6 The Data Processor shall ensure that it processes any personal data processed by it in accordance with the obligations under this Agreement and the written instructions of the Data Controller. The Data Processor is otherwise required to process personal data in accordance with the Data Processor shall promptly notify the Data Controller of any breach unless prohibited from doing so by law.
- 7.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process personal data in accordance with the Data Processor shall promptly notify the Data Controller of any breach unless prohibited from doing so by law.
- 7.6.2 Ensure that the Data Processor implements appropriate technical and organisational measures (a) to protect the personal data from accidental loss, damage or destruction; (b) to protect the personal data from potential harm; (c) to protect the personal data from current state of affairs; those measures shall be proportionate to the risk; (d) taking into account the nature of the data and the cost of implementing those measures; (e) those measures shall be agreed between the Data Controller and the Data Processor and, for each Call Off Contract, shall be set out in the Call Off Terms forming part of that Call Off Contract.
- 7.6.3 Ensure that the Data Processor and the Data Controller are contractually obliged to keep the personal data secure and to restrict access to the personal data (whether or not the Data Processor is contractually obliged to keep the personal data secure and to restrict access to the personal data).
- 7.6.4 Not transfer personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are met:
- 7.6.4.1 The Data Processor has/have provided evidence of the following for the transfer of personal data;
- 7.6.4.2 Affected countries have enforceable rights and effective legal remedies;
- 7.6.4.3 The Data Processor has/have provided evidence of its compliance with its obligations under the Data Protection Act 1998, providing an adequate level of protection for personal data so transferred; and
- 7.6.4.4 The Data Processor has/have provided evidence of its compliance with all reasonable instructions given by the Data Controller with respect to the processing of personal data.
- 7.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Act 1998 with respect to security, breach notifications, data subject requests and consultations with supervisory authorities or the Information Commissioner's Office, but not limited to, the Information Commissioner's Office.
- 7.6.6 Notify the Data Controller of any breach of the Data Protection Act 1998 without undue delay of a personal data breach;

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7.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which this Agreement or the relevant Call Off Contracts apply and to retain any of the personal data by law; and

7.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to comply with Clause 7 and the Call Off Contracts and to allow the Data Controller and/or any party to audit or verify compliance with the same.

7.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of personal data under this Clause 7 and the Call Off Contracts]

OR

7.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 7 and the Call Off Contracts, prior written consent of the Data Controller (such consent may be reasonably withheld). In the event that the Data Processor is not permitted to do so, the Data Processor shall:

7.7.1 Enter into a sub-processing agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by Clause 7 and the Call Off Contracts and which shall be subject to the approval of the Data Controller to the extent required by the Call Off Contracts; and

7.7.2 Ensure that the sub-processor complies fully with its obligations under applicable data protection legislation.]

7.8 Either party may, at any time, terminate this Agreement by giving the other party <<insert period, e.g. 30 calendar days>> notice, and replacing them with a new agreement that form part of a new scheme. Such terms shall apply when replaced by a new scheme.]

8. Force Majeure

8.1 Neither party to this Agreement shall be liable under, or be deemed to be in breach of, this Agreement for any failure or delay in performing their obligations where such failure or delay is caused by a Force Majeure Cause, that is to say a cause beyond the reasonable control of that party. Such causes include, but are not limited to, war, terrorism, strikes, internet service provider failure, industrial action, fire, flood, storms, earthquakes, acts of God or any other event that is beyond the control of the party.

8.2 In any Call Off Contract, the term "Force Majeure Cause" means a cause falling within the definition of a Force Majeure Cause in this Clause 8.

9. Termination

9.1 The Company may terminate this Agreement by serving notice on the Supplier with effect from either the date of that notice or any subsequent date specified in that notice falling within the period specified in the Call Off Contract.

9.1.1 the Supplier is in breach of any provision of this Agreement and fails to remedy the breach within the period specified in the Call Off Contract; or that breach is not capable of being remedied.

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- 9.1.2 the Company shall be liable for the termination of Contract as a consequence of default by the Supplier of the Contract.
- 9.2 The Company shall terminate this Agreement at any time upon giving to the Supplier 30 days prior notice.
- 10. Relationship of the parties**
- 10.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, fiduciary relationship between the parties other than the relationship between the parties expressly provided for in this Agreement.
- 10.2 Neither party shall be liable to do, and shall not do, any act, enter into any contract, obligation, give any warranty, incur any liability, assume any responsibility, express or implied, of any kind on behalf of the other party.
- 11. Assignment and Subcontracting**
- 11.1 This Agreement is personal to the Supplier and, except with the written consent of the other party (such consent may be reasonably withheld) neither party may assign, mortgage, charge, sub-license to any third party or sub-contract its rights or obligations under this Agreement or any part/s of a Service.
- 11.2 The Supplier may not assign, mortgage, charge, sub-license to any third party or sub-contract its rights or obligations under this Agreement or any part/s of a Service without the written consent of the other party (such consent may be reasonably withheld).
- 11.3 Where, pursuant to the terms of this Agreement, the Supplier performs all or any of its obligations under the Agreement through any part/s of a Service through any third party, it shall remain liable for the performance and shall indemnify the other party against all claims, damages, losses, costs and expenses incurred by the Company arising from any act or omission of the third party.
- 12. Confidentiality**
- 12.1 For the purposes of this Agreement, "Confidential Information" means, in relation to either party, information concerning the business, customers, clients or suppliers of the other party which is disclosed in confidence to that party by the other party pursuant to or in connection with the Agreement, whether orally or in writing or any other medium, and whether or not it is marked as confidential or marked as such).
- 12.2 Each party undertakes that it shall not disclose or make available to any third party any Confidential Information in breach of this Clause 12 or as authorised in writing by the other party, its employees, agents, representatives or advisers, and [for << >> years] after the termination of this Agreement.
- 12.2.1 [use its best endeavours to ensure that it does not disclose or make available to any third party any Confidential Information in breach of this Clause 12 or as authorised in writing by the other party, its employees, agents, representatives or advisers, and [for << >> years] after the termination of this Agreement];
- 12.2.2 not disclose any Confidential Information to any third party or any other person;
- 12.2.3 not use any Confidential Information for any purpose other than as contemplated by the Agreement or as authorised in writing by the other party;
- 12.2.4 not make any copy of Confidential Information or part with possession of any Confidential Information;
- 12.2.5 ensure that none of its employees, agents, representatives or advisers does any of the provisions of this Clause 12.

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13.4 The parties confirm that neither party has entered into this Agreement on the basis of or in reliance on any statement or representation that is not expressly incorporated into this Agreement. No statement or representation made by either party is intended to or will limit or exclude either party's liability for any fraud or intentional misrepresentation made by the other.

The parties agree that, if any provision of this Agreement is found to be unenforceable, that provision shall be deemed null and void, and the remainder of this Agreement shall remain in full force and effect. If any provision of this Agreement is found to be unenforceable, that provision shall be deemed null and void, and the remainder of this Agreement shall remain in full force and effect.

15.1 No failure or delay by [REDACTED] in exercising any of its rights under this Agreement shall be [REDACTED] of that right, and no waiver by [REDACTED]

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either party of a breach of this Agreement shall be deemed to be a waiver of any such breach.

This Agreement shall be deemed to be the same or any other provision.

- 15.2 A waiver of any term of this Agreement shall be effective only if given in writing in the instance and

by the waiving party and then only if any waiver is given.

16. Third Party Rights

- 16.1 No part of this Agreement shall be assigned or transferred accordingly the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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

- 16.2 This Agreement shall be binding on the transferee, successors and assigns of either party.

17. Set Off

The Company may not set off a debt it owes to the Supplier under this Agreement or any Call Off Contract against any debt the Supplier owes it in relation to this Agreement.

18. Expenses

Subject to any agreement in writing to the contrary, each party shall bear its own costs of and incidental to the performance of its obligations under this Agreement and each Call Off Contract.

Each party to this Agreement will pay its own costs of execution and carrying into effect

19. Changes to Terms and Conditions

The Supplier may from time to time vary the [any of] Relevant Call Off Terms by giving notice in writing. Any such notice given shall take effect after the giving of that notice but shall not apply to any Order submitted to the Supplier prior to the giving of that notice.

the [any of] conditions of [any of] the [sets of] Relevant Call Off Terms by giving notice of any such change. Any Order submitted to the Supplier shall not be subject to change any terms of an Order

20. Notices

- 20.1 All notices under this Agreement shall be given in writing and if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

- 20.2 Notices shall be deemed to have been given:

- 20.2.1 when delivered by hand or recorded delivery or

by hand or other messenger (including by recorded delivery) during normal business hours of the recipient;

- 20.2.2 when sent, by post, by airmail and a successful transmission report or receipt is received;

- 20.2.3 on the fifth business day after the date of the ordinary mailing;

by ordinary mailing, if mailed by national

- 20.2.4 on the tenth business day after the date of the postage prepaid mailing;

by postage prepaid mailing, if mailed by airmail,

- in each case addressed to the address or e-mail address notified to the other Party.

- 20.3 Service of any document in connection with or arising out of this Agreement or causing such document to be served on the principal office, or to the other party in writing

for the purposes of any legal proceedings shall be effected by either party by delivering the document to the other party at its registered or principal office or by any other means by which it may be notified to one party by the

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- 22.5.2 if the parties fail to appoint an arbitrator within that 30 day period, either party may request the President of the Law Society of England & Wales to appoint an arbitrator, and in that event that appointment shall be accepted.

Procedure

- 1.2 Submission of that Order [REDACTED] by the Company to enter into a Call Off Contract for that Service [REDACTED]

- 1.4 The Order Form must be completed in accordance with the Order Form Instructions, and must clearly state the type and quantity and all other material and services requested, including the fees and charges payable by the Customer to the Supplier, and, in particular, for each distinct element or service requested it must state the type of Service it is [so that it is clear which of the Schedules containing Relevant Call Off Terms will apply to the services²].

- ² This wording in brackets should not be included if there is only a Schedule 2 but no additional Schedules. The word "and" should be included in the Call Off Terms attached as a Schedule, i.e. the terms and conditions.

1.6 Following receipt of a valid order within a reasonable period, the Supplier shall promptly acknowledge receipt of the order.

1.6.1 notify the Company by returning the Order Form; or

1.6.2 notify the Company by returning the Order Form.

1.7 If the Supplier:

1.7.1 notifies the Company by returning the Order Form; or

1.7.2 the time-limit referred to in Clause 1.6.1 expires, then the offer from the Company shall lapse.

1.8 The Supplier by accepting the offer by an Order Form pursuant to Clause 1.4.2 above shall be deemed to have entered into a Call-Off Contract with the Company for the Service referred to in that Order. The Call Off Contract shall come into existence on the date the Supplier returns to the Company the Order Form.

1.9 The Supplier must not conclude a Call Off Contract for that Service without having entered into a Call Off Contract with the Company.

AND

[insert here]

Note: The content of the Order Form shall be consistent with the requirements of paragraphs 1.3 to 1.5 of Schedule 1 above and, where relevant, the requirements of Clause 7.4 and 7.6.2 of the Agreement

Insert here the name of the type of Service and the set of Call Off Terms applicable to it

Insert name of any further type of Service and the set of terms applicable to it]

If applicable, insert further type and set of terms applicable to it

If applicable, insert further type and set of terms applicable to it

If applicable, insert further type and set of terms applicable to it

SIGNED on the above date:

By <<Name and Title of person signing>>
for and on behalf of <<Insert name of Supplier>>

er shall promptly and in any event within a reasonable period, the Supplier shall promptly acknowledge receipt of the order.

accept the offer constituted by the

offer by signing and returning the

accept the offer constituted by the

s expired;

shall lapse.

by an Order Form pursuant to Clause 1.4.2 above shall be deemed to have entered into a Call-Off Contract with the Company for the Service referred to in that Order. The Call Off Contract shall come into existence on the date the Supplier returns to the Company the Order Form.

without having entered into a Call Off

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er Form]

requirements of paragraphs 1.3 to 1.5 of Schedule 1 above and, where relevant, the requirements of Clause 7.4 and 7.6.2 of the Agreement

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Supplier together with the set of Relevant

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Rule 3]

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Rule 3]

X etc

Rule 3]

Authorised Signature

AND

SIGNED on the above date

By <<Name and Title of person signing>>
for and on behalf of <<Insert name of company>>

Authorised Signature

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