

## THIS SERVICES RETAINER AGE

#### **BETWEEN:**

- (1) <<Name of Provider>> [a number <<Company Regis</li>
  <insert Address>> ("the P
- (2) <<Name of Client>> [a constant of client>> [a c

#### WHEREAS:

- The Provider offers to b services>>. The Provider field.
- (2) The Client's business com
- (3) The Client wishes to engage the Services.
- (4) The Provider and the Clie type(s) of services to the C retainer fee for the right t stated in this Agreement a which the Client wishes to

#### IT IS AGREED as follows:

#### 1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Business Day"

"Commencement Date"

"Confidential Informatio

S







day of

<Country of Registration>> under e registered office is at] **OR** [of]

Country of Registration>> under e registered office is at] **OR** [of]

s comprising <<insert nature of nowledge and experience in that

s business>.

iner basis for the Term to provide

he Provider will provide the said h thereof the Client will pay (a) the hum number of hours of services of services (up to that maximum)

therwise requires, the following

(other than Saturday or Sunday) y banks are open in England & III range of normal business;

on which provision of the mmence, as set out in sub-

n to either Party, information d to that Party by the other Party connection with this Agreement r in writing or any other medium, ot the information is expressly idential or marked as such);

"Data Protection Legisla

"Fee"

#### ["Intellectual Property R

"Order Form"

"Ordering Procedure"

"Retainer Fee"

"Retainer Period"

"Retainer Period Limit"

and until EU Regulation al Data Protection Regulation onger directly applicable in the nd any national implementing , and secondary legislation (as me to time), in the UK and any legislation which succeeds

Int specified in Schedule 2 as the ming due to the Provider under

nd all rights in any patents, trade marks, registered designs, d rights to apply for any of those business and company names, names and e-mail addresses, ide marks and service marks, base rights, know-how, rights in intions;

er licences, consents, orders, erwise in relation to a right in

ame or similar effect or nature as ragraphs (a) and (b) which now or subsist; and

ie for past infringements of any of hts;]

ent in the form set out in used to place an order under the ure;

dure set out in Clause 3 for ces;

specified in Schedule 2 as the coming due to the Provider under or each Retainer Period;

d specified as such in Schedule

barticular Retainer Period, a total gure>> in Fees equating to the er of hours of Services available amely <<insert figure>> hours of

# "Term"

- 1.2 Unless the context
  - 1.2.1 "writing" and communicat
  - 1.2.2 a statute or provision as
  - 1.2.3 "this Agreen Schedules a
  - 1.2.4 a Schedule
  - 1.2.5 a Clause or (other than and
  - 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the ii
- 1.4 Words imparting the
- 1.5 References to any g
- 1.6 References to perso

# 2. Provision of the Services

- 2.1 Subject to the follo amount of Services from the Commence Term provide to the of Services as the 0 Client may order fro amount, if any, of e each Retainer Perio
- 2.2 The Parties agree the
  - 2.2.1 The Client s specific, qua the Supplier Period(s). Ir and the ma Client shall Period; and
  - 2.2.2 Accordingly and no part against any Period/s;









ces to be provided by the Provider ccordance with Clause 2, as fully dule 1, and subject to the terms f this Agreement; and

of this Agreement as set out in

reference in this Agreement to:

on includes a reference to any transmission or similar means;

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

this Agreement and each of the nted at the relevant time;

ement;

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.

lause 2, in particular limits on the and payment therefor, with effect shall from time to time during the Period such amount of each type f the Ordering Procedure, and the s of the Ordering Procedure such s as it requires to be provided in be bound to fulfil that order;

to order any, or any minimum or s of any type(s) of Services from of either the Term or any Retainer hours of Services between zero ed for any Retainer Period(s) the ull Retainer Fee for that Retainer

e shall be refundable to the Client ay be carried over to be credited for the next or any other Retainer 2.3 Except as follows, t any Retainer Perio Retainer Period Li Services over and a

[However, where the Retainer Period in Period, the Provid Retainer Period Lir case, Sub-Clauses exceeding the Reta

- 2.4 No form of exclusive this Agreement sh prevent the Client f to or the same as a any third party/ies a
- 2.5 The Provider shal commensurate wit relevant to Services
- 2.6 The Provider shall a by the Client provider of Services provider
- 2.7 The Provider shall t regulations, byelav relevant to the provi

# 3 Ordering Procedure and

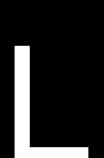
- 3.1 From time to time supply any Service Schedule 3. All orde of Clause 16;
- 3.2 An Order Form ma notice under Clause
- 3.3 The Order Form mu and quantity and all
- 3.4 Only an order place orders shall be or requirement for acc
- 3.5 The Provider shall places an order to t Retainer Period Lir have the right to rec

[, except if the Prov

3.6 [If the total amount Services to be car exceeding the Reta give notice in writin receipt of that order Retainer Period, th









o obligation to provide Services in number of hours comprising the I have no right to require such d Limit [.][;]

r Services to be carried out in a er Period Limit for that Retainer discretion decide to waive the etainer Period and, in each such nen apply to ordering Services

by this Agreement and nothing in r any Retainer Period(s), either hird party/ies any services similar vent the Provider from providing to the same as any of the Services;

with reasonable skill and care, in the <<insert sector/industry (ingdom;

reasonable instructions given to it compatible with the specification

ng that it complies with all statutes, f conduct and any other rules

ient may request the Provider to der Form in the form set out in arried out subject to the provisions

the means permitted for giving a

cient detail to make clear the type the Services requested;

s Clause shall be valid, and such ing on the Parties without any dgement by the Provider;

all Services for which the Client er Period up to, but only up to, the tainer Period and the Client shall

Period Limit as follows]; [and]

ed to fulfil any particular order for Period would result in the Fees Retainer Period, the Provider shall <<insert number>> of days after or that order and in relation to that aive its right to insist on limiting Services to the Ret waive it, it shall also

- 3.6.1 all of the Se
- 3.6.2 not all of th provide the that notice; a
- [3.7][3.6] If the provis any expense which to the Services to t shall advise the Clie reason why it is n Provider becomes issue an invoice to (including any VAT incurs but cannot n Client expense unti invoice, the Provio necessitating incurr to the Client for any

# 4 Client's Obligations

- 4.1 The Client shall at i (orally or in writing reasonably request information as it pro
- 4.2 The Provider will be and accurate;
- 4.3 The Provider shall that it does not red request for it under able to provide thos
- 4.4 The Client may, f Provider in relatior instructions should provided in Schedul
- 4.5 In the event that th other input or com provision of any, o provide the same in
- 4.6 If any consents, lice parties such as lan enable the provisio obtain the same in relevant part thereo
- 4.7 If the nature of any Client's premises o Client, the Client sh times to be agreed
- 4.8 The Client will take of the Provider's er

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where the Provider does agree to t agrees to provide either:

der; or

h the order but that it agrees to ity and type of Services stated in

ered entails the Provider incurring ad cost but is exclusively referable (a "Client expense"), the Provider bunt of the Client expense and the e Provider shall, as soon as the to incur Client expense, promptly al amount of the Client expense he amount of it which the Provider all have no obligation to incur the aid, and, until the Client pays the out the aspect of the Services shall be suspended without liability Services.

n a timely manner any information or non-tangible form) if and when he Client shall ensure that all such curate;

ich information as being complete

to provide Services to the extent rate information in response to a re the Provider is not reasonably

e reasonable instructions to the rision of the Services. Any such ne specification of the Services

lecision, approval, consent or any ent in order to continue with the ces at any time, the Client shall manner;

sions are needed from any third ties, local authorities or similar to all be the Client's responsibility to n of the relevant Services (or the

the Provider to have access to the which is lawfully controlled by the der has access to the same at the the Client as required;

ns to protect the health and safety b-contractors while providing any Services at any pre

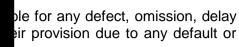
4.9 The Provider shall u or other shortcomin delay of the Client u

# 5. Fees, Payment and Reco

- 5.1 The Client shall pay during the Term, 1 provisions of Sched
- 5.2 The Provider shall i accordance with the
- 5.3 The Retainer Fee s Services under the payable for the til Services. The Fees of the Provider. Ho to the Client in addi
- 5.4 All payments require within <<insert period invoice;</li>
- 5.5 All payments requi shall be made in a Provider may from deduction except s deduct or withhold I
- 5.6 Where any paymer day that is not a Bu Day;
- 5.7 Without prejudice Agreement, any su set out in sub-Clar percentage>>% about time until payment i
- 5.8 The Provider shall:
  - 5.8.1 keep, or pr account as a by the Client
  - 5.8.2 at the reaso inspect thos relate to the

## 6 Liability, Indemnity and I

- 6.1 The Provider shall insurance that shall
- 6.2 In the event that the care and skill it she additional cost to the second skill it she additional cost to the second second
- 6.3 The Provider's total



h and every Retainer Period falling he Fees in accordance with the

Retainer Fee and the Fees due in 2;

ayable for the right to receive the d the Fees shall be consideration expends on provision of those direct and indirect overhead costs be any Client expense chargeable ub-Clause [3.7][3.6];

to this Agreement shall be made eceipt by the Client of the relevant

t to this Agreement by the Client ank in <<insert location>> as the without any set-off, withholding or tax as the Client is required to

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

g any other provisions of this following the expiry of the period rest on a daily basis at <<insert isert name of bank>> from time to outstanding sums;

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

nt, allow the Client or its agent to ccount and, to the extent that they s, to take copies of them;

ice at all times suitable and valid urance;

orm the Services with reasonable necessary remedial action at no

mand, proceedings, damages, loss,



liability, costs or ex period from its neg £<<insert sum>> i events occurring in

- 6.4 The Provider shall I loss, liability, costs o by the Client that given by the Provide
- 6.5 The Provider shall r this Agreement in cc for:
  - 6.5.1 any special l business cor
  - 6.5.2 any other inc

whether or not the s

- 6.6 Nothing in this Clau or exclude the Profraudulent misrepre
- 6.7 The Client shall inc loss, claims or pro (including that belo caused by the Clien
- 6.8 [In the event of any without prejudice to and own-client basis
  - 6.8.1 the Client or or Client's u the Client fro doing so cor belonging to and against
  - 6.8.2 the Provider any informat by the Clie Provider pro Intellectual F indemnify th
- 6.9 The exclusions a cumulatively, and s statute, in contract of

# 7 [Intellectual Property Rig

7.1 [The Provider shall Rights that may su the course of pro automatically grant rights to the Clien Agreement and the period is stated the

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xpenses) arising in any particular is Agreement shall be limited to d all connected or unconnected

h, demand, proceedings, damages, al expenses) suffered or sustained failure to follow any instructions

e to the Client under or in relation to ncluding any liability for negligence)

ct or consequential loss of revenue, s, profits, or use of facilities; or

s howsoever arising;

eseeable or actually foreseen;

on(s) of this Agreement shall limit or personal injury or for fraud or

inst any costs, liability, damages, ss or damage to any equipment rties appointed by the Provider) ees; [and]

aims, demands or costs (including, rovision, legal costs on a solicitor /:

on of the Services by the Provider wnership of any item received by urse or as a result of the Provider of any Intellectual Property Rights ler shall indemnify the Client from

e Provider's use or possession of m in whatever form provided to it eement for the purposes of the nstitutes the infringement of any g to a third party, the Client shall nst the same; and]

in this Clause 6 shall apply the form of action, whether under ce, or any other form of action.

any and all Intellectual Property ed or provided by the Provider in re Provider shall be deemed to clusive licence of any and all such ccordance with the terms of this stated in Schedule 1, or if no such at that licence may be revoked by notice by the Provi remains unpaid follo

- 7.2 In complying with undertakes to exec that may be neces bear any costs asso
- 7.3 The Provider shall Copyright, Designs

# OR

- 7.1 [Upon receipt of all Period, the Provide Property Rights the Provider in the cour
- 7.2 In complying with undertakes to exec that may be nece exclusively bear an
- 7.3 The Provider shall Copyright, Designs

## 8 Confidentiality

- 8.1 Each Party undert authorised in writin continuance of this termination:
  - 8.1.1 keep confide
  - 8.1.2 not disclose
  - 8.1.3 not use any contemplate
  - 8.1.4 not make ar any Confide
  - 8.1.5 ensure that contractors be a breach
- 8.2 Either Party may:
  - 8.2.1 disclose any
    - 8.2.1.1 any s
    - 8.2.1.2 any g

8.2.1.3 any afore

to such exte this Agreen Services), o inform the Information such body u

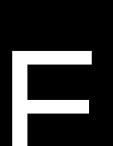












er this Agreement to the Provider priod set out in sub-Clause 5.4;

Clause 7.1, the Provider hereby ts and perform any such actions s into effect and shall exclusively

arising out of Chapter IV of the

eement in respect of any Retainer ership of any and all Intellectual ing produced or provided by the ces in that Retainer Period;

Clause 7.1, the Provider hereby ts and perform any such actions signments into effect and shall vith; and

arising out of Chapter IV of the

ovided by sub-Clause 8.2 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 rms of this Agreement;

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 8.1.1 to 8.1.4 above.

to:

of that Party;

thority or regulatory body; or

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

for the purposes contemplated by limited to, the provision of the each case that Party shall first in question that the Confidential pt where the disclosure is to any or any employee or officer of any

such body) confidentialit should be a keep the Co purposes for

8.2.2 use any Cor other persor or at any tir fault of that not disclose knowledge;

8.3 The provisions of th terms, notwithstand

## 9 Force Majeure

No Party to this Agreemer due to, or liable for, any f failure or delay results fror Party. Such causes inclu failure, industrial action, civ acts of war, governmental control of the Party in ques

## 10 Term and Termination

- 10.1 This Agreement sh and shall continue f provisions of this C
- 10.2 Either Party may te <<insert notice pe <<insert minimum t
- 10.3 Either Party may imr to the other Party if:
  - 10.3.1 any sum ov provisions o Business Da
  - 10.3.2 the other Pa this Agreem it within <<i notice givin remedied;
  - 10.3.3 an encumbi company, a that other Pa
  - 10.3.4 the other Pa being a con the meaning
  - 10.3.5 the other Pa made again the purpose a manner th













ng to the other Party a written arty in question. Such undertaking in the terms of this Clause 8, to nfidential and to use it only for the nade; and

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

e in force in accordance with their Agreement for any reason.

either in breach of its obligations ming their obligations where such and the reasonable control of that o: power failure, internet provider ns, earthquakes, acts of terrorism, and that is beyond the reasonable

<<insert Commencement Date>> rm>> from that date, subject to the

by giving to the other not less than expire on or at any time after

Agreement by giving written notice

ne other Party under any of the ot paid within <<insert period>> yment;

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

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

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

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

bound by or this Agreem

- 10.3.6 anything an jurisdiction of
- 10.3.7 that other Pa
- 10.3.8 control of th persons not Agreement. "connected Sections 112
- 10.4 For the purposes o of remedy if the Pai respects.
- 10.5 The rights to term prejudice any othe concerned (if any) of

# 11 Effects of Termination

Upon the termination of this

- 11.1 any sum owing by Agreement shall be
- 11.2 all Clauses which, e the expiry or termin
- 11.3 termination shall no which the termination termination or any may have in respebefore the date of te
- 11.4 subject as provided rights neither Party
- 11.5 each Party shall (e cease to use, eithe shall immediately re control which conta

# 12 [Data Protection

- 12.1 All personal infor processed, and hel Legislation and the
- 12.2 For complete deta retention of persor which personal data Client's rights and applicable), please <<insert location>>

# 13 [Data Processing

13.1 In this Clause 13, processor", and "pe

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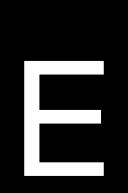












mposed on that other Party under

foregoing under the law of any her Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this f this Clause 10, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

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

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

on:

under any of the provisions of this nd payable;

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

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

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

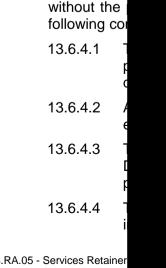
rred to in Clause 8) immediately any Confidential Information, and ny documents in its possession or tial Information.

ler may use will be collected, provisions of the Data Protection rights thereunder; and

lection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the and personal data sharing (where s Privacy Notice [available from

subject", "data controller", "data I have the meaning defined in the Data Protection Led

- 13.2 [All personal data under this Agreeme Data Processing A pursuant to this Ac OR
- 13.2 The Parties hereby protection requirem 13 shall not reliev Protection Legislat obligations;
- 13.3 For the purposes of Provider is the "Dat
- 13.4 The type(s) of p processing, and the
- 13.5 The Data Controlle and notices require Processor for the p
- 13.6 The Data Processo relation to its perfor
  - 13.6.1 Process the Controller u such persor the Data Co by law;
  - 13.6.2 Ensure that measures (a data from damage or potential ha current state those measu
  - 13.6.3 Ensure that for processir that persona
  - 13.6.4 Not transfer without the following col



Provider on behalf of the Client accordance with the terms of the v the Parties on <<insert date>>

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

islation and for this Clause 13, the nt is the "Data Controller":

e, nature and purpose of the ng are set out in Schedule 4;

s in place all necessary consents nsfer of personal data to the Data Aareement:

y personal data processed by it in ations under this Agreement:

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

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, res shall be proportionate to the events, taking into account the gy and the cost of implementing en are set out in Schedule 4;

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

e of the European Economic Area he Data Controller and only if the

or the Data Processor has/have ards for the transfer of personal

have enforceable rights and

plies with its obligations under the n, providing an adequate level of ersonal data so transferred: and

complies with all reasonable ance by the Data Controller with

- 13.6.5 Assist the E to any and with the Da notifications authorities Commission
- 13.6.6 Notify the breach;
- 13.6.7 On the Da dispose of) to the Data required to
- 13.6.8 Maintain co and technic demonstrate the Data Controller[.]
- 13.7 [The Data Process to the processing c

# OR

- 13.7 [The Data Process processor with resp 13 without the prior be unreasonably w sub-processor, the
  - 13.7.1 Enter into a impose upo upon the Da the Data F obligations;
  - 13.7.2 Ensure that that agreem
- 13.8 Either Party may, at days'>> notice, alte processing clauses of scheme. Such tern Agreement.]

# 14 No Waiver

Except as provided expres exercising any of its rights that right, and no waiver Agreement shall be deeme any other provision.

# 15 Assignment

This Agreement is person charge (otherwise than by

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of the personal data;

ta Controller's cost, in responding ubjects in ensuring its compliance with respect to security, breach and consultations with supervisory but not limited to, the Information

undue delay of a personal data

instruction, delete (or otherwise ta and any and all copies thereof on of this Agreement unless it is I data by law; [and]

cords of all processing activities asures implemented necessary to ause 13 and to allow for audits by party designated by the Data

any of its obligations with respect s Clause 13.]

t any of its obligations to a subpersonal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

h the sub-processor, which shall same obligations as are imposed use 13 and which shall permit both ta Controller to enforce those

lies fully with its obligations under on Legislation; and

t <<insert period, e.g. 30 calendar cing it with any applicable data part of an applicable certification replaced by attachment to this

b failure or delay by either Party in hall be deemed to be a waiver of breach of any provision of this subsequent breach of the same or

her Party may assign, mortgage, licence or otherwise delegate any

ise 13 and which sh ta Controller to d

13



of its rights hereunder, or hereunder without the wri unreasonably withheld.

## 16 Time

- 16.1 The Parties agree th Agreement or any or party to the other, are not of the essence of
- 16.2 The Provider provider notice from the Cli Services requested
- 16.3 The Provider does urgent or emergen so states in any par

## 17 Relationship of the Partie

Nothing in this Agreement :

- 17.1 an employment rela
- 17.2 a partnership, joint Parties other than Agreement.

## 18 Third Party Rights

- 18.1 No part of this Agre accordingly the Cor this Agreement; and
- 18.2 Subject to this Clau transferee, success

#### 19 Notices

- All notices under th if signed by, or on notice;
- 19.2 Notices shall be de
  - 19.2.1 when deliv registered
  - 19.2.2 when sent,
  - 19.2.3 on the fift ordinary m

In each case notice address notified to t

#### 20 Entire Agreement

20.1 [Subject to the pro the entire agreeme and may not be mo authorised represer

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se delegate any of its obligations or Party, such consent not to be

eferred to or set out in either this nunicated by any means by either not agreed times or dates, and are

its, and it requires fair and realistic carry out in an orderly way those p time under Clause 3.

ovide Services to the Client on an when in its discretion the Provider

med to constitute:

rties; or

fiduciary relationship between the hip expressly provided for in this

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

all continue and be binding on the Party as required.

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

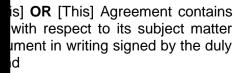
given:

rier or other messenger (including ess hours of the recipient; or

upon transmission; or

g mailing, if mailed by national

the most recent address or e-mail



20.2 Each Party ackno Agreement, in enter Or Provision and a the fullest extent Provision" means a other term or provis

# 21 Law and Jurisdiction

- 21.1 This Agreement (in therefrom or assoc accordance with, th
- 21.2 Any dispute, contro this Agreement (ind therefrom or asso jurisdiction of the co

# **IN WITNESS WHEREOF** this Ag before written

SIGNED by <<Name and Title of person signir for and on behalf of <<Provider's N

In the presence of <<Name & Address of Witness>>

## SIGNED by

<<Name and Title of person signir for and on behalf of <<Client's Nar

In the presence of <<Name & Address of Witness>>

# **Specification of Services**

<<Insert a detailed specification c under this Agreement>>

[State period of time for the purpo:

## **Fees and Payment**

#### A. Retainer Fee The Retainer Fee<sup>1</sup> for each months >> (referred to in figure>> plus VAT to security)

<sup>1</sup> The amount of the retainer fee will be whate the right to be provided with Services up to Provider will be <u>obliged</u> to carry out all work orc

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as expressly provided in this it does not rely on any Other Term Provisions are hereby excluded to his Clause 20, "Other Term Or nty, condition, undertaking, or any tatutory or otherwise.

ual matters and obligations arising governed by, and construed in ales; and

aim between the Parties relating to al matters and obligations arising fall within the [non-] exclusive es.

executed the day and year first

ided by the Provider to the Client

Clause 7.1]

, a month, 3 months, 6 months, 12 Retainer Period") will be £<insert d with Services up to the Retainer

priate as consideration for the Client to pay for comprising the Retainer Period Limit (i.e. the naximum).

Period Limit during that Re

B. Fees

The rate of Fees shall be (excluding breaks or other Retainer Period Limit for e the maximum number of he

- C. The Retainer Fee for the issue of an invoice for it a date of this Agreement.
- D. The Retainer Fee for any s the issue of an invoice for <<insert number>> <<e.g Retainer Period.

# 1. Data Processing

Scope <<Insert description of the scope d</pre>

Nature <<Insert description of the nature of

Purpose <</li>

**Duration** <<Insert details of the duration of t

2. Types of Personal Data <<List the types of personal data t</pre>

3. Categories of Data Subject <<List the categories of data subje

**4. Organisational and Technical** <<Describe the organisational and 13.6.2>>.

<sup>2</sup> The work carried out is charged by the hour a same, or more or less than, the Provider's stan



[//

s VAT per working <e.g. hour>> e purposes of this Agreement, the II be £<insert the amount which is irly rate for a Retainer Period >>.

all be due and payable upon the ue an invoice for it on or after the

od shall be due and payable upon issue an invoice for it on or up to the beginning of that particular

rried out>>.

arried out>>.

sing is to be carried out>>.

res be implemented as referenced in

fully remunerates the Provider. It might be the