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THIS AGREEMENT is dated <<insert Date>>

BETWEEN:

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

WHEREAS:

- (1) The Service Provider provides <<insert description of services>> services to business clients.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions set out in this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

"Acceptance Criteria" means the acceptance criteria for Milestones as set out in Clause 6;

"Applicable Laws" means the laws, statutes, regulations, and similar provisions in force at the time in force applicable to the Client, the Service Provider, and to this Agreement;

"Business Day" means any day other than Saturday or Sunday) on which the Client's offices are open for their full range of services at <<insert location>>;

"Business Hours" means the hours, e.g., 9:00 a.m.>> to <<insert time>> on a Business Day;

["Change Order" means a written order issued pursuant to Clause 7 setting out proposed changes to the Services, the effect of such changes on the provision of the Services, the provision of the Services, and the terms of this Agreement;]

“Client Equipment”	means any and all equipment including computer hardware, systems, <<insert relevant examples>> provided or otherwise made available by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;
“Client Materials”	means any and all information, documents, and other materials provided or otherwise made available by the Client to the Service Provider in relation to the provision of the Services including, but not limited to, such materials set out in Schedule 1;
“Client’s Premises”	means the Client’s premises at <<insert address>>;
“Client’s Representative”	means the individual identified in Clause 6 (Client’s Representative), who shall represent the Client and have the authority to legally bind the Client in respect of all aspects of the Services;
“Commencement Date”	means the date on which this Agreement shall enter into effect, as set out in Clause 2 (Commencement Date);
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or treated as such);
[“Data Protection Legislation”]	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the Data Protection Act 2018 (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); and the Privacy and Electronic Communications Regulations 2003 as amended;]
“Fees”	means the sums payable by the Client to the Service Provider in consideration of the Services, as set out in Clause 8 (Fees and Payment) and Schedule 2;

“Intellectual Rights”

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s patents, rights to inventions, copyright and related rights, [moral rights,] trade marks, [service marks,] business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off, design rights, database rights, [rights subsisting in software,] rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;

[“Key Personnel”]

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is the Service Provider’s personnel identified in Clause 5 and appointed pursuant to sub-Clause 4.3 (Service Provider’s Representative and Personnel);]

“Mandatory”

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is the Client’s [<<insert brief summary>>] policies set out in Schedule 3;

“Milestone”

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is a particular part of the Services and the date by which it is to be completed, as set out in Schedule 1;

“Services”

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is the services to be provided by the Service Provider to the Client in accordance with this Agreement, as specified in Schedule 1, and subject to the terms of this Agreement;

[“Service Provider Equipment”]

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is any and all equipment including computer hardware, systems, <<insert relevant examples>> owned and used by the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;]

“Service Provider Representative”

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is the individual identified in sub-Clause 4.1 (Service Provider’s Representative and Personnel) who shall represent the Service Provider and shall have the authority to legally bind the Service Provider in respect of all aspects of the Services;

“Term”

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is the term of this Agreement, as set out in Clause 2 (Commencement and Duration) (unless and otherwise terminated in accordance with the provisions of Clause 19 (Termination)); and

“Timetable”

is the timetable for the provision of the Services set out in Schedule 1.

1.2

Any reference to any document or any similar expression, includes a reference to any document or any similar expression by email.

1.3

Unless otherwise provided, legislation or a provision thereof is a reference to the legislation or provision as amended or re-enacted from time to time.

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- 1.4 Unless otherwise, legislation or a provision thereof, shall include the interpretation made from time to time under that legislation or provision.
- 1.5 A reference to "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time.
- 1.6 A reference to "a schedule to this Agreement" is a reference to a schedule to this Agreement and all schedules to this Agreement, as if set out in the main body thereof.
- 1.7 A reference to "a Clause, or Paragraph" is a reference to a clause or paragraph of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.8 A reference to "the Parties" refer to the parties to this Agreement.
- 1.9 A reference to "this Agreement or document" is a reference to that Agreement or document as amended or supplemented at the relevant time.
- 1.10 Any obligation on a party not to do a particular thing includes an obligation to prevent that thing from being done.
- 1.11 The headings of the Schedules are for convenience only and shall have no effect on the interpretation of this Agreement.
- 1.12 Words in the singular number shall include the plural and vice versa.
- 1.13 References shall include any other gender.
- 1.14 References shall include natural persons, corporate, or unincorporated entities, whether or not the same have a separate legal personality.
- 1.15 References shall include companies, corporations, or other bodies, wherever incorporated or established.

2. Commencement

This Agreement shall commence on the Commencement Date of <<insert date>> and shall continue in force for a period of <<insert duration>> until <<insert date>>, unless terminated or varied in accordance with the provisions of Clause 19 (Termination).

3. Provision of Services

Service Provider's Obligations

- 3.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client in accordance with the terms of this Agreement.
- 3.2 The Service Provider shall ensure that the Services conform at all times with the requirements of Schedule 1 and shall ensure that all Milestones are completed in accordance with the Acceptance Criteria.
- 3.3 The Service Provider shall provide the Services with reasonable skill and care, in accordance with the applicable standards and best practice in the <<insert profession>> [industry] OR [trade] OR [profession].
- 3.4 The Service Provider shall act in accordance with all reasonable instructions given by the Client and shall cooperate with the Client with respect to the provision of the Services.

3.5 [In the event that any permits, licences or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Service Provider shall obtain the same before the provision of the Services is due to begin (as set out in the Agreement) and shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment]

3.6 The Service Provider shall not use any Client Materials provided by the Client for any purpose other than the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold any Client Materials in safe custody, at its own risk, and shall maintain the same. The Service Provider shall return or dispose of any Client Materials at the Client's option and on the Client's written instruction.

3.7 The Service Provider shall not use any Client Equipment provided (or made available) by the Client on time to time only to the extent reasonably necessary for the purposes of the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold all such Client Equipment with care and in accordance with the Client's instructions at all times. The Service provider shall return the Client Equipment on the Client's written instruction.

3.8 In the event that the Service Provider provides access to the Client's Premises and any other facilities [as agreed upon by the Parties [or as otherwise agreed upon by the Parties] to enable the Service Provider to provide the Services, the Service Provider shall use the same for the provision of the Services and only in accordance with any written authorisation and (as further stated in sub-Clause 12.1(c)) all applicable rules and regulations and security requirements and other such facilities.

3.9 Time for the provision of the Services shall be measured with respect to the Service Provider's provision of the Services in accordance with the Milestones. In the event that the Service Provider fails to meet a Milestone deadline then, without prejudice to the Client's right to terminate this Agreement and any other rights and remedies available to the Client, the Client may:

- a) suspend the performance of the Services attempted by the Service Provider;
- b) engage a third party to provide the Services from a third party and reclaim the resulting costs from the Service Provider, subject to the cap on the Service Provider's liability as set out in sub-Clause 17.8 (Liability);
- c) hold the Service Provider liable for any loss and additional costs incurred by the Client as a result of the failure of the Service Provider to meet the Milestone deadline, subject to the cap on the Service Provider's liability as set out in sub-Clause 17.8 (Liability); and
- d) require the Service Provider to refund any fees previously paid by the Client to the Service Provider in respect of the provision of any part of the Services refunded by the Service Provider.

4. Service Provider and Personnel

4.1 The Service Provider shall nominate a representative is <<insert name and contact details>>

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5. Client's Obligations

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Provider shall ensure that the Service Provider's authority to legally bind the Service Provider in respect of all matters [(including, but not limited to, the signing of Clause 7 (Change Orders))].

ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to provide the Services to which they are assigned by the Service Provider.

appoint the Key Personnel set out in Schedule 5. [The Service Provider shall only] use the Key Personnel for the provision of the Services and ensure that at least <<insert percentage>>% of their time is devoted to the provision of the Services].

Personnel are absent, or the Service Provider is aware of such absence, the Service Provider shall notify the Client in writing] and, if required to do so by the Client, shall provide replacement personnel with suitable skills, qualifications, and experience to ensure the Services are not disrupted.

Service Provider [wishes to] **AND/OR** [needs to] change the Key Personnel, the Service Provider shall notify the Client of any such change [within <<insert period>> written notice of the change] **OR** [if the Service Provider does not make any such change without the Client's prior approval, such approval not to be unreasonably withheld or delayed].

Materials reasonably required by the Service Provider to provide the Services;

Client Materials that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] with any necessary written authorisation and approval from the Client Materials, to enable the Service Provider to provide the Services;

any and all Client Equipment (or access thereto) that is agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services; and

access to and availability of and use of the Client's facilities or resources that is or are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] to enable the Service Provider to provide the Services. The Client shall inform the Service Provider of any applicable laws, regulations and security requirements.

The Client shall issue reasonable instructions to the Service Provider regarding the Service Provider's provision of the Services. Any such instructions shall be compatible with the specification of Services, Acceptance Criteria, and Acceptance Criteria set out in Schedule 5.

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- 5.3 In the event that the Service Provider requires the decision, approval, consent, communication from the Client in order to continue the Services (or any part thereof) at any time, the Client shall provide such communication in a reasonable and timely manner.
- 5.4 [In the event that the Services or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Client shall obtain the same before the date on which the Services are due to begin (as set out in sub-Clause 7.1) and shall maintain the same to the extent required for the provision of the Services and/or use of the Service Provider Equipment]
- 5.5 Any failure by the Client to comply with the terms of this Agreement shall only constitute a breach of the obligation to comply with its obligations to the extent that it restricts or precludes performance of the Services by the Service Provider and with effect from the date on which the Client is notified in writing of that failure and its impact on the Services by the Service Provider's provision of the Services (including the meeting of Milestone deadlines).
6. **Client's Representative**
- The Client shall ensure that the Representative has the authority to legally bind the Client in respect of all Change Orders [including, but not limited to, the signing of Change Orders] (Change Orders)].
7. **[Change Order]**
- 7.1 Either Party may propose changes to the Services, provided that the change is agreed in writing by both Parties. A Change Order shall set out the impact that such changes will have on:
- a) the Services;
 - b) the Client's obligations;
 - c) the Client's costs;
 - d) the Client's timeline;
 - e) the Client's risk; and
 - f) the Client's reputation.
- 7.2 In the event that the Client wishes to propose a change to the Services, it shall notify the Service Provider in writing, providing as much detail as is reasonably practicable, to enable the Service Provider to draft a Change Order.
- 7.3 If the Client provides a notice from the Client under sub-Clause 7.2, the Service Provider shall respond to the Client with a draft Change Order within 10 Business Days of receipt.
- 7.4 In the event that the Service Provider wishes to propose a change to the Services, it shall submit a draft Change Order to the Client.
- 7.5 In the event that a change to the Services is necessary in order to comply with the Client's requirements, the Service Provider shall submit

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Client. In such cases, provided that the proposed
nature, scope, or price of the Services, the Client
shall their consent.

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Change Order, each Party shall sign the Change
Order. All shall be deemed amended effective from the time
the Change Order has been signed by both Parties.

7.7

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on a Change Order, or if for any reason the
Party does not provide a draft Change Order to the Client, either
Party shall be deemed to be in breach of this Agreement or failure for dispute resolution in
accordance with the set out in Clause 37 (Dispute Resolution).]

8. Fees and Payment

8.1

The Client
provid
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shall pay to the Service Provider, in consideration of the
provision of the Services, in accordance with the provisions of this Clause 8 and

8.2

The Client
shall

reimburse the following costs, which shall be invoiced to the
Client:

a)

travel, subsistence, and other such expenses incurred
by the Service Provider for the provision of
the Services to the Client's prior written approval where any
such expenses are likely to exceed £<<insert sum>> in any single

b)

any services procured by the Service Provider for
the Client's Services (as set out in Schedule 1 or as otherwise
agreed by the Client's prior written approval from time to time).

[Such
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incurred and will only be invoiced to and
paid by the Client to the extent that they are reasonably and
necessary for the purpose of providing the Services.]

8.3

The Client
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shall invoice the Client for the relevant part of the Fees
in accordance with sub-Clause 8.2 on the Milestone dates set out in
Schedule 1 on the successful completion of the relevant Milestone in
accordance with the Milestone Criteria.

8.4

All payments
shall
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made by either Party pursuant to this Agreement
shall be made within a period of <<insert period>> of receipt of the relevant invoice unless
otherwise agreed in writing and in good faith in accordance with sub-Clause 8.6.

8.5

All payments
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Party

made pursuant to this Agreement shall be made
by the Client to the Service Provider in cleared funds to a bank account of the receiving
Party.

8.6

If the Client
may

dispute the invoice and reasonably believes that it is incorrect, it
shall notify the Service Provider in good faith as follows:

a)

notify the Service Provider in writing as soon as
practicable;

b)

the Client shall be deemed to be in breach of this Agreement for
not paying the invoiced sums while such a dispute is ongoing;

c)

the Client shall pay any sum which is not in dispute by the due date for

d) In the event of the dispute, the Client shall pay the sum of the sums payable to the Parties including any interest charged on that sum, as calculated in accordance with sub-Clause 8.7; and

e) The Service Provider is required to refund any sums to the Client, as calculated in accordance with sub-Clause 8.7; and

f) In the event of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within the period of <<insert period>> and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within the period of <<insert period>>

8.7 Without prejudice to Clause 19.1(a) (termination for late payment), any sums payable by the Client under this Agreement shall be payable on a daily basis at a rate of <<insert percentage>>% per annum of the Bank of England from time to time, or at the rate of <<insert percentage>>% per annum for any period during which that base rate is below the rate for payment until payment is made in full of the sum payable, whether before or after judgment.

9. Records and Accounts

Each Party shall

9.1 keep and maintain such records and books of account as are necessary to enable the other Party to verify the amount of any sums payable pursuant to this Agreement, and to calculate the same; and

9.2 at the request of the other Party (and during normal Business Hours) shall permit its [agent] OR [professional advisers] (on not less than <<insert period>> Business Days' notice) with access to such records and books of account and with access to its premises, systems, and personnel to inspect and take copies of such records and books of account;

9.3 to the extent that the same relate to the calculation of any sums payable pursuant to this Agreement, allow the other Party or its [agent] OR [professional advisers] to take copies of such records and books of account;

9.4 within <<insert interval>> of the end of each <<insert interval>>, obtain at its own expense from the other Party an auditor's certificate as to the accuracy of the records and books of account maintained by that Party pursuant to this Agreement during the period <<insert period>>

10. Intellectual Property

10.1 The Client (and its licensors) shall retain ownership of the Intellectual Property rights in and all Client Materials.

10.2 The Service Provider shall grant to the Client a non-exclusive, fully paid-up, non-transferable, non-sublicensable licence to use, copy, reproduce, modify, and distribute the Client Materials for the Term of this Agreement only to the extent necessary for and only for the purposes of the provision of the Services in accordance with the Client's written authorisation

11. Confidentiality

- 11.1 Each Party shall keep confidential and shall not disclose to any other Party (such authorisation not to be required), at all times during the Term of this Agreement and after its termination or expiry:
- Confidential Information;
 - Confidential Information to any other party;
 - Confidential Information for any purpose other than as agreed; and
 - (where applicable) none of its employees, directors, officers, or advisors does any act which, if done by that Party, would breach the provisions of this Clause 11.
- 11.2 Subject to the above, either Party may disclose any Confidential Information to:
- its subsidiaries, or suppliers;
 - any other authority or regulatory body; [or]
 - any other parties if required>>; or]
 - any other member of that Party or of any of the aforementioned bodies.
- 11.3 Disclosure under Clause 11.2 may be made only to the extent that it is contemplated by this Agreement, or as required by law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body referred to in Clause 11.2(b) or is an authorised employee or officer of the disclosing Party, the recipient must submit to the other Party a written undertaking to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Neither Party shall disclose Confidential Information for any purpose, or disclose it to any other Party, if the Confidential Information is or becomes public knowledge to that Party.
- 11.5 Where Confidential Information under sub-Clause 11.4, the receiving Party must ensure that it does not disclose that Confidential Information which is not public knowledge to any other Party.
- 11.6 The obligations of confidentiality in Clause 11 shall continue in force in accordance with the terms of the Agreement after the termination or expiry of this Agreement for any reason.

12. Law and Policy

- 12.1 The Parties shall comply with applicable Laws and Regulatory Policies at all times and at its own expense when performing its obligations under this Agreement:
- applicable Laws;
 - applicable Regulatory Policies; and

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without prejudice to the generality of sub-Clause
personal data processed by it in relation to its
obligations under this Agreement:

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

place appropriate technical and organisational
by the Data Controller) to protect the personal
used or unlawful processing, accidental loss,
on. Such measures shall be appropriate and
potential harm resulting from such events and to
context of the personal data and processing
account the current state of the art in technology
implementing those measures. Measures to be taken
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all persons with access to the personal data
ing purposes or otherwise) are contractually
personal data confidential;

personal data outside of the UK without the prior
the Data Controller and only if the following
d:

Controller and/or the Data Processor has/have
appropriate safeguards for the transfer of personal

data subjects have enforceable rights and effective
dies;

processor complies with its obligations under the
ction Legislation, providing an adequate level of
to any and all personal data so transferred; and

Processor complies with all reasonable
s given in advance by the Data Controller with
the processing of the personal data;

oller, at the Data Controller's cost, in responding
ests from data subjects and in ensuring its
data Protection Legislation with respect to impact
, breach notifications, and consultations with
s or other applicable regulatory authorities
ed to, the Information Commissioner's Office);

oller without undue delay of any personal data
comes aware;

ler's written instruction, delete (or otherwise
l personal data and any and all copies thereof to
termination or expiry of this Agreement unless it
y of the personal data by domestic law; [and]

l accurate records of all processing activities and
ational measures implemented necessary to
ce with this Clause 14 and to allow for audits,

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by the Data Controller and/or any party as a Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes applicable legislation[.] **OR** [; and]

- i) The Data Processor shall indemnify and hold the Data Controller against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of its obligations under this Clause 14.]

14.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of the data under this Clause 14.]

OR

14.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of the data under this Clause 14 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) in the event that the Data Processor appoints another processor, it shall:

- a) enter into an agreement with the other processor, which shall require the other processor to substantially the same obligations as those undertaken by the Data Processor by this Clause 14, which the other processor undertakes shall reflect the requirements of the applicable legislation at all times;
- b) ensure that the other processor complies fully with its obligations under applicable Data Protection Legislation; and
- c) ensure that the Data Controller is kept informed for the performance of that obligations and the acts or omissions thereof.]

14.8 [Either the Data Processor shall, from time to time, and on at least <<insert period, e.g., 30 days>> after the expiry of this Clause 14, replacing it with any applicable provisions or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such provisions shall replace this Clause 14 by attachment to this Agreement.]

15. **[TUPE on Entry]**

Upon the completion of the Agreement, the provisions of Schedule 4 shall apply.]

16. **Insurance**

The Service Provider shall maintain throughout the Term of this Agreement [and for a period of <<insert period>> after the expiry]:

16.1 take out and maintain professional indemnity and public liability insurance with any, providing a minimum cover of [£<<insert sum>>] **OR** [£<<insert sum>> and £<<insert sum>>] to cover the liabilities which may arise under or in relation to this Agreement at a level approved by the Client in advance]; and

16.2 on the expiry of the Term of this Agreement provide the Client with copies of current certificates of insurance for the current <<insert period e.g., year's>> of insurance.

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17. Liability

- 17.1 As s insurance), the Service Provider has obtained to its own liability for individual claims that do not exceed the limits to, and exclusions of, liability in this C claim. The limits to, and exclusions of, liability in insurance cover that the Service Provider has been able to arrange shall be responsible for making its own arrangements for recovery of any excess loss.
- 17.2 Referen 7 to “liability” shall include every liability arising under the Agreement including, but not limited to, liability in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 17.3 Noth shall limit or exclude either Party’s liability under or in respect of any form of liability which cannot be limited or excluded. Not limited to:
- a) liability caused by negligence;
 - b) misrepresentation;
 - c) act of either that Party or that of its employees or agents;
 - d) liabilities implied by section 12 of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (joint and several liability in respect of possession).
- 17.4 Neith right to benefit from any of the limitations or exclusions in this Clause 17 in respect of any liability under the Agreement which arises out of the deliberate default of either Party or its employees or agents.
- 17.5 Noth shall limit or exclude either Party’s payment obligations under the Agreement.
- 17.6 [Noth shall limit or exclude the Service Provider’s liability under the Agreement under sub-Clause 14.6(i) (Data Protection) in respect of which any liability arising shall be unlimited.]
- 17.7 [Noth shall limit or exclude the Client’s liability under or in respect of Clause 15 and Schedule 4 (TUPE on Entry), in respect of which any liability arising shall be unlimited.]
- 17.8 Subje liabilities which cannot be limited or excluded by law) [and sub-Clause 17.4 (no limitations or exclusions of liability in respect of the Service Provider to the Client under or in respect of any and all related or unrelated acts or omissions, tort (including negligence), breach of statutory duty, or otherwise) limited to £<<insert sum>>].
- 17.9 Subje liabilities which cannot be limited or excluded by law) [and sub-Clause 17.4 (no limitations or exclusions of liability in respect of the Client to the Service Provider under or in respect of any and all related or unrelated acts or omissions, tort (including negligence), breach of statutory duty, or otherwise) limited to £<<insert sum>>].

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- 17.10 The [redacted] Provider's liability set out in sub-Clause 17.8 shall not be reduced or [excluded] (in respect of processing indemnity) or] by any sums awarded by any court or tribunal in exercise of their statutory or procedural powers in relation to the costs or interest for late payment.
- 17.11 The [redacted] liability set out in sub-Clause 17.9 shall not be reduced or [excluded] (in respect of TUPE on Entry) or] by any sums awarded by any court or tribunal in exercise of their statutory or procedural powers in relation to the costs or interest for late payment.
- 17.12 Subject to the provisions of the law, the following categories of loss are wholly excluded by the Parties and neither Party shall be liable in relation to this Agreement for any such losses whether directly or indirectly, or whether immediate or consequential, in respect of:
- a) [redacted] loss;
 - b) [redacted] opportunity;
 - c) [redacted] contracts;
 - d) [redacted] savings;
 - e) [redacted] data or information;]
 - f) [redacted] software;]
 - g) [redacted] goodwill; or
 - h) [redacted] financial loss.
- 17.13 Notwithstanding the provisions of 17.12 (categories of loss which are excluded), but subject to the provisions of sub-Clause 17.14 (limit on the Service Provider's liability) and sub-Clause 17.15 (Client's liability), the following categories of loss are excluded from the liability of the Service Provider under this Agreement in respect of the Services which is or are not provided in accordance with the terms of this Agreement;
- a) [redacted] incurred by the Client in procuring and implementing alternatives for or to services not provided in accordance with the terms of this Agreement including, but not limited to, the Client's management and personnel time, consultancy costs, equipment costs; and
 - b) [redacted] the Client which arise out of or in connection with any penalty, fine, action, investigation, or other proceedings brought by or on behalf of a third party against the Client resulting from any act or omission of the Service Provider.
- 17.14 [In the event that a loss falls into one or more of the categories of loss set out in sub-Clause 17.12 (categories of loss which are excluded) and also falls

- into a loss set out in sub-Clause 17.13 (categories of loss that loss shall not be excluded.)
- 17.15 Subject to the provisions of this Clause 17, the Client's rights under this Agreement shall be in addition and not exclusive of, any common law rights or remedies available to the Client.
18. **Force Majeure**
- 18.1 For the purposes of this Agreement, "Force Majeure Event" means, in relation to either Party, any event or circumstances beyond that Party's reasonable control which prevents or hinders that Party from performing its obligations under this Agreement, including but not limited to: [any strike, lockout, or other form of industrial action affecting the availability of labour or raw materials;] [lack of, interruption to, or unavailability of, or lack of available facilities;] [non-performance by a third party;] [collapse of buildings, fire, explosion, accident, sabotage, theft, war, civil commotion or riots, war, civil war, threat of war, pestilence, drought, earthquake, epidemic, pandemic, or other natural disaster;] [act of God;] [blockade, civil commotion or riots, war, civil war, threat of war, pestilence, drought, earthquake, epidemic, pandemic, or other natural disaster;] [armed conflict, imposition of sanctions, embargo, or trade restrictions;] [nuclear, chemical, or biological warfare;] [or] any law or action taken by a government or authority that is not limited to, imposing an export or import restriction, or failing to grant a necessary licence or other approval in similar circumstances].
- 18.2 If any Force Majeure Event occurs in relation to either Party which affects or hinders the performance of its obligations under this Agreement, the affected Party shall notify the other Party as soon as reasonably possible in writing, detailing the nature and extent of the circumstances in question. The affected Party shall make reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations.
- 18.3 Subject to sub-Clause 18.2, neither Party shall be deemed to have breached this Agreement or shall otherwise be liable to the other by reason of non-performance or non-performance of any of its obligations under this Agreement to the extent that performance of that obligation has been prevented, or delayed by a Force Majeure Event of either Party, and the time for that performance shall be extended accordingly.
- 18.4 If the Force Majeure Event prevents or delays either Party of any of its obligations under this Agreement for a period of <<insert period>>, [the Parties shall enter into negotiations to agree on measures to alleviate its effects, or to agreeing upon such measures as may be fair and reasonable] **OR** [the other Party may terminate this Agreement [immediately] by giving written notice to the affected Party].
19. **Termination**
- 19.1 Without prejudice to any other right or remedy available to it, either Party may terminate this Agreement immediately by giving written notice to the other Party.
- a) If either Party fails to pay any sum due under this Agreement when such sum remains outstanding for at least 30 days after receiving written notification from the other Party, the non-paying Party shall be deemed to have terminated this Agreement.

- S**
- b) ...mits a material breach of any term of this ...t breach is capable of remedy) does not remedy ...<insert period>> days after receiving written ...her Party to do so;
- A**
- c) ...ens to, or does, suspend payment of its debts as ...that it is unable to pay its debts, or (being a ...ability partnership) is deemed unable to pay its ...ing of section 123 of the Insolvency Act 1986 (as ...e words "it is proved to the satisfaction of the ...ections 123(1)(e) or 123(2) of the Insolvency Act ...in those sections), or (being an individual) is ...nable to pay its debts or as having no reasonable ...s debts, in either case, within the meaning of ...solvency act 1986, or (being a partnership) has ...ny of the foregoing applies;
- M**
- d) ...negotiations with any class or all of its creditors ...ing of any of its debts, or proposes any ...ements with any of its creditors or enters into the ...eing a company) solely for the purpose of a ...nt amalgamation of that other Party with one or ...s or for the solvent reconstruction of that other
- P**
- e) ...s to the court for, or obtains, a moratorium under ...cy Act 1986;
- f) ...tice is given, a resolution is passed, or an order ...se in connection with the winding up of the other ...ny, limited liability partnership, or a partnership) ...r the purpose of a scheme for the solvent ...other Party with one or more other companies or ...ruction of that Party;
- L**
- g) ...de to the court, or an order is made, for the ...ministrator, or a notice of intention to appoint an ...or an administrator is appointed, over the other ...y, limited liability partnership, or a partnership);
- E**
- h) ...ing floating charge over the assets of that other ...any or limited liability partnership) has become ...has appointed, an administrative receiver;
- i) ...ttitled to appoint a receiver over any or all of the ...rty, or a receiver is appointed over all or any of ...Party;
- j) ...g an individual) is the subject of a bankruptcy ...order;
- k) ...prancer of the other Party attaches or takes ...istress, execution, sequestration, or other such ...nforced on or sued against, the whole or part of ...sets and such attachment or process is not ...sert period>> days;
- l) ...proceeding is taken, with respect to the other ...n to which it is subject, that has a similar effect to

- set out above in sub-Clauses 19.1(c) to (k)
- m) ceases or suspends, or threatens to cease or suspend, a substantial part of its business;
 - n) (an individual) dies, or due to illness or incapacity (physical), becomes incapable of managing their affairs or is a patient under any mental health legislation;
 - o) is under the control of the other Party (within the meaning of the Corporation Tax Act 2010).
- 19.2 For the purposes of Clause 19.2(b), a breach shall be considered capable of being remedied if the Party in breach can comply with the provision in question in all material respects.
- 19.3 Without prejudice to the other rights or remedies available to it, [the Client] OR [the Service Provider] may terminate this Agreement at any time by giving not less than 30 days written notice to the [Service Provider] OR [other Party]. Any termination shall not take effect before <<insert date>>.
- 20. Effects of Termination**
- Upon the termination of this Agreement for any reason:
- 20.1 any sums due from the Client to the other Party under any of the provisions of this Agreement shall become immediately due and payable;
 - 20.2 the Service Provider shall immediately return any and all Client Materials and Client Equipment to the Client. The Service Provider shall be fully and solely responsible for the safe return of Client Materials and Client Equipment in its possession or control to the Client and shall not use the same for any purpose not connected with this Agreement. In the event that the Service Provider retains any Client Materials or Client Equipment [within 30 days of termination or expiry of this Agreement], the Client shall have the right to enter the Service Provider's premises to take possession of the same;
 - 20.3 the following clauses shall remain in full force and effect: Clause 1 (Definitions), Clause 9 (Records and Audit), Clause 10 (Intellectual Property), Clause 11 (Confidentiality), [Clause 15 (TUPE on Entry),] Clause 16 (Data Protection), Clause 20 (Effects of Termination), Clause 21 (Inadequacy of Damages), Clause 23 (No Waiver), Clause 27 (Severance), Clause 28 (Assignment), Clause 37 (Dispute Resolution), and Clause 38 (Law and Jurisdiction);
 - 20.4 termination of this Agreement shall not prejudice any right to damages or any other remedy which the Client or the other Party may have in respect of the event giving rise to termination or any other right to damages or any other remedy which the Client or the other Party may have in respect of any breach of this Agreement which occurs prior to termination or expiry.
- 21. Inadequacy of Damages**
- 21.1 Without prejudice to the other rights and remedies that the Client may have, the Client acknowledges that damages alone would not be an adequate remedy in respect of any breach of this Agreement which occurs prior to termination or expiry.

- constitute a breach of the Agreement by the Service Provider of any of the terms of the Agreement.
- 21.2 The remedies of injunction, specific performance, or other equitable remedies available in law or equity for any breach (threatened or actual) of the terms of this Agreement shall be available to the Service Provider.
22. **Rights and Remedies**
- The rights and remedies provided for in this Agreement are in addition to, and shall not limit or exclude, the rights and remedies provided by law.
23. **No Waiver**
- No failure or delay in exercising any of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the Agreement, and no waiver by either Party of a breach shall be deemed to be a waiver of any subsequent breach of the Agreement.
24. **Variation**
- [Subject to the terms of Clause 17 (Change Orders), no] **OR** [No] variation of this Agreement shall be made unless it is in writing and signed by the duly authorised representative of the Party making the variation.
25. **Entire Agreement**
- 25.1 [Subject to the terms of Clause 14 (Data Processing), this] **OR** [This] Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 25.2 Each Party, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made or not made) except as expressly provided in this Agreement.
26. **Counterparts**
- This Agreement may be executed in any number of counterparts and by the Parties to it in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all the counterparts together shall constitute one and the same agreement.
27. **Severance**
- In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force and effect.
28. **Conflict**
- In the event of any inconsistency between any provision in the body of this Agreement and any provision in a Schedule to this Agreement, the provisions of the body of this Agreement shall prevail.

contained in the Agreement shall prevail.

29. **Further Assent**

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

30. **Costs**

Subject to a written agreement to the contrary each Party to this Agreement shall pay its own costs of negotiation, preparation, execution and carrying into effect of this Agreement.

31. **Assignment**

31.1 [Subject to the terms of this] **OR** [This] Agreement is personal to the Parties and neither Party shall assign, mortgage, charge (otherwise than by floating charge) or otherwise delegate any of its rights or obligations under or otherwise delegate any of its obligations under this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.

31.2 [[Subject to the terms of Clause 14 (Data Processing), the] **OR** [The] Parties shall not be entitled to perform any of the obligations undertaken by it or through any other member of its group or through suitably qualified and experienced third parties or omission of such other member or sub-contractor or subcontractor of this Agreement, be deemed to be an act of delegation.]

32. **Relationship**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other relationship between the Parties other than as expressly provided for in this Agreement.

33. **Time**

The Parties agree that the dates referred to in this Agreement shall be of the essence of the Agreement.

34. **Non-Solicitation**

34.1 [Subject to the terms of Clause 15 and Schedule 4 (TUPE on Entry), neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away from the other Party any person who is or was employed or engaged by the other Party at any time in relation to this Agreement without the consent of that Party].

34.2 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away from the other Party any person who is or was employed or engaged by the other Party as a customer or client of that other Party during the term of this Agreement or within a period of <<insert period>> after its termination or expiry.

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any such solicitation or enticement would cause
that Party [without the express written consent of

35. **Third Party**

35.1 No p
acco
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intended to confer rights on any third parties and
rights of Third Parties) Act 1999 shall not apply to

35.2 Subje
trans

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

36. **Notices**

36.1 All no
signe
notic

ent shall be in writing and deemed duly given if
a duly authorised officer of the Party giving the

36.2 All no
addre
other

ent shall be addressed to the most recent postal
email address given in this Agreement or as
either Party to the other from time to time.

36.3 Notic

ave been duly given:

a)

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

b)

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

c)

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

36.4 For t
<<ins
days

ause 36, "normal business hours" shall mean
>> to <<insert time, e.g., 5.00 p.m.>>, <<insert
> on a day that is not a public or bank holiday.

37. **Dispute Res**

37.1 The P
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have

resolve any dispute arising out of or relating to this
ns between their appointed representatives who
ch disputes.

37.2 [If ne
<<ins
atten
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Clause 37.1 do not resolve the matter within
of a written invitation to negotiate, the parties will
te in good faith through an agreed Alternative
procedure.]

37.3 [If th
withi
not
arbitr

r sub-Clause 37.2 does not resolve the matter
e initiation of that procedure, or if either Party will
procedure, the dispute may be referred to

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37.4 The s...der sub-Clause 37.3 shall be England and Wales.
The s...rned by the Arbitration Act 1996 and Rules for
Arbitr...n the Parties. In the event that the Parties are
unab...rator(s) or the Rules for Arbitration, either Party
may, ...ce to the other Party, apply to the President or
Deput...being of the Chartered Institute of Arbitrators for
the a...rator or arbitrators and for any decision on rules
that r...

37.5 Noth...shall prohibit either Party or its affiliates from
apply...injunctive relief.

37.6 The l...t the decision and outcome of the final method of
dispu...Clause 37 shall [not] be final and binding on both
Parti...

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38. **Law and Jurisdiction**

38.1 This...y non-contractual matters and obligations arising
there...ewith) shall be governed by, and construed in
acco...England and Wales.

38.2 Subje...Clause 37 (Dispute Resolution), any dispute,
contr...t claim between the Parties relating to this
Agree...on-contractual matters and obligations arising
there...with) shall fall within the jurisdiction of the courts
of En...

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SIGNED for and on behalf of the Service Provider by:
<<Name and Title of Service Provider>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the Client by:
<<Name and Title of Client>>

Authorised Signature

Date: _____

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SCHEDULE 1

The Services

Specification of Services

<<Insert a detailed description of the Services to be provided by the Service Provider to the Client under this Agreement>>

Client Equipment

<<Insert a list of applicable Client Equipment>>

Client Materials

<<Insert a list of applicable Client Materials>>

Service Provider Equipment

<<insert a list of applicable Service Provider Equipment>>

Materials and Third Parties

<<Insert details of the Materials and services to be procured by the Service Provider>>

Milestones

<<Insert details of Milestones>>

Timetable for Services

<<Insert details of the Timetable for the provision of the Services including, where applicable, reference to the Milestones>>

Acceptance Criteria

<<Insert details of the Acceptance Criteria applicable to the Milestones>>

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SCHEDULE 2

Fees and Payment

Fees

<<Insert details of
which the Fees are

eration of the Services including the method by

Payment Terms

<<Insert details of p

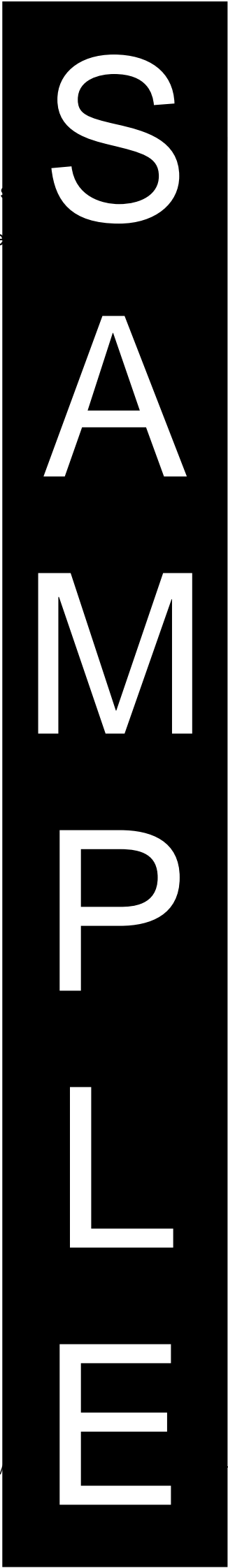
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SCHEDULE 3

Mandatory Policies

<<Insert a list of the (optionally) attach them to the Agreement>>

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SCHEDULE 4

TUPE on Entry

1. Definitions

1.1 In this Schedule, the following expressions have the following meanings:

“Effective Date” means the date of this Agreement;

“Employee” means those employees whose contracts of employment transfer to the Service Provider from the Client as at the Effective Date, specifically, those employees set out in Paragraph 3 of this Schedule;

“Employee Information” means, in respect of each Employee:

the identity and age of the Employee;

the particulars of employment which an employer is required to provide to the Employee under Section 1 of the Employment Rights Act 1996;

any information concerning any disciplinary action taken against the Employee and any grievances raised by the Employee, where a Code of Practice issued pursuant to Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating primarily or exclusively to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;

any information concerning any court or tribunal case, claim or action, either brought by the Employee against the Client within the previous two years or where the Client has reasonable grounds to believe that such an action may be brought against the Service Provider arising out of the Employee's employment with the Client; and

any information concerning any collective agreement which will have effect after the Effective Date in relation to the Employee pursuant to Regulation 5(a) of TUPE;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

2. TUPE on Entry

2.1 The Client warrants, and undertakes to the Service Provider that:

a) all the Employees are employed or engaged in the business;

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- b) [redacted] has given or received any notice terminating [redacted] will be entitled to give such notice as a result of [redacted] of this Agreement;
- c) [redacted] terms of employment for all Employees (including [redacted] incentives, bonuses, expenses, and other payments [redacted] nature payable other than the pension benefits of [redacted] ed in accordance with <<insert details>>) are set [redacted] this Schedule;
- d) [redacted] yment with any directors or employees of the [redacted] contract for services with any individual) relating to [redacted] not be terminated by three months' notice or less [redacted] the making of a payment in lieu of notice or a [redacted] compensation (with the exception of a statutory [redacted] or statutory compensation for unfair dismissal);
- e) [redacted] ne Employees (and, so far as is relevant to each [redacted] es who were previously engaged or employed in [redacted] services), the Client has:
- [redacted] all obligations imposed upon it by the Articles of [redacted] ne Functioning of the European Union, European [redacted] Regulations and Directives and all statutes, [redacted] and codes of conduct relevant to the relations [redacted] its employees or between it and any recognised [redacted] appropriate representatives;
- [redacted] itable and adequate records relating to the [redacted] of its employees;
- [redacted] paid all holiday pay for periods of holiday taken [redacted] on 13 of the Working Time Regulations 1998 (S/ [redacted] accordance with Directive 2003/88/EC of the [redacted] amment and of the Council of 4 November 2003 [redacted] ects of the organisation of working time;
- [redacted] all collective agreements and customs practices [redacted] ing dealing with such relations or the conditions [redacted] employees; and
- [redacted] all relevant orders and awards made under any [redacted] g their conditions of service;
- f) [redacted] n involved in any industrial or trade dispute within [redacted] ber e.g., three>> years and, to the best of the [redacted] information, and belief, there exist no [redacted] y result in any industrial dispute involving any of [redacted] ne of the provisions of this Agreement, including [redacted] vice Provider, is likely to lead to any industrial
- g) [redacted] ents or arrangements outstanding to which the [redacted] ation to the Employees for profit sharing or for [redacted] oyee of bonuses or for incentive payments or
- h) [redacted] tered into any recognition agreement with any [redacted] to the Employees, nor has it done any act which [redacted] ecognition;

- i) complied with all recommendations made by the [redacted] and Arbitration Service in relation to the [redacted] complied with all awards and declarations made [redacted] on Committee in relation to the Employees;
- j) [redacted] nt, arrangement, scheme, or obligation (whether [redacted] e payment of any pensions, allowances, lump [redacted] e benefits on redundancy, retirement, or death, or [redacted] ness or disablement for the benefit of any of the [redacted] employees employed or engaged in the provision [redacted] the benefit of any dependants of such persons;]
- k) [redacted] r in respect of any of the Employees (including [redacted] tional Insurance [,and pension contributions]) are [redacted] d;
- l) [redacted] other than in respect of contractual emoluments [redacted] employee and, at present, there is not a claim, [redacted] f affairs which may hereafter give rise to a claim [redacted] ing out of the employment of, or termination of [redacted] of the Employees for compensation for loss of [redacted] r otherwise, and whether under contract, statute, [redacted] se;
- m) [redacted] ded the Employee Liability Information to the [redacted] spect of each of the Employees, either in writing [redacted] le to the Service Provider in a readily accessible [redacted]
- n) [redacted] ty Information contains information as at a [redacted] not more than 14 days before the date on which [redacted] ty Information was provided to the Service [redacted]
- o) [redacted] the Service Provider in writing of any change to [redacted] Information made since the date on which it was [redacted]
- p) [redacted] Information was provided not less than 28 days [redacted] ate; [and]
- q) [redacted] eed to, and co-operated with, pre-transfer [redacted] nsferee in accordance with part IV of the Trade [redacted] ations (Consolidation) Act 1992, if required.]
- 2.2 The Client shall indemnify the Service Provider for and against all claims, costs, expenses, and liabilities whatsoever and howsoever arising, incurred or suffered by the Service Provider including all legal expenses and other professional fees (with any VAT payable thereon) with respect to:
- a) [redacted] n of the employment of any of the Employees;
- b) [redacted] nitted to be done in relation to any of the [redacted] med to have been done by the Service Provider [redacted]
- c) [redacted] ny time by any of the Client's employees other [redacted] who claim to have become an employee of, or [redacted] e Service Provider by virtue of TUPE ("Claims");
- Costs, claims, expenses, and liabilities are not [redacted] f any act or omission of the Service Provider.**

- 2.3 The Service Provider shall, its employees, agents, and successors in title
- a) in connection with the Claims as the Service Provider request from time to time;
 - b) assistance and information reasonably requested by the Client free of charge, relating to the Claims in order to enable the Client to pursue the Claims;
 - c) in compliance with any obligations imposed by law, provide the Service Provider or its professional advisers access to all documents, records, or information held by the Client relating to the Claims;
 - d) make available to the Service Provider and/or its professional advisers and its employees such members of staff from time to time as may be required by the Service Provider with the preparation of its defence to the Claims;
 - e) make available to the Client such employees as the Service Provider and/or its employees may reasonably request to meet with the Service Provider or its legal advisers during normal working hours to discuss the Claims, attend for trial, attend meetings with Counsel or attend any court hearing or trial in relation to the Claims, and as frequently as the Service Provider and/or its employees or legal advisers may reasonably require;
 - f) provide such assistance as the Service Provider may reasonably request to ensure the due and timely prosecution of the Claims;
 - g) provide the Service Provider or its employees with access to relevant documents, information, access to relevant employees of the business in connection with the Claims, and to the Client's party without first informing the Service Provider or obtaining the Client's consent to any approval of such a request; and
 - h) waive legal professional privilege or any other privilege in relation to any of the documents or other information relating to the Claims in the Client's possession without first obtaining the Client's consent to such waiver, such consent not to be unreasonably withheld.
- 2.4 All sums payable to the Service Provider's employees including holiday pay, taxation, and National Insurance contributions and contributions to retirement benefit schemes shall be borne by the Client up to and including the Effective Date and by the Service Provider with effect from the Effective Date.
- 2.5 The Service Provider shall indemnify the Client for and against all claims, damages, costs, expenses, losses, and whatsoever and howsoever arising, incurred or suffered by the Client, including all legal expenses and other professional fees (together with interest thereon) with respect to:
- a) the Service Provider to comply with its obligations under the Contract;
 - b) the performance of the obligations to be done by the Service Provider with its employees whether before or after the Effective Date.

3. List of Employees

Employee Name	Benefit
<<Insert name>>	<<Insert details>>
<<Add more>>	

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SCHEDULE 5

Key Personnel

<<Insert details of the personnel to be assigned to the Project, as required, and approved in writing by the Service Provider under sub-Clause 4.3>>]

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SCHEDULE 6

Service Provider's

<<Insert a copy of the Privacy Notice>>]

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SCHEDULE 7

Personal Data Protection

1. Data Processing

Scope

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

Nature

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

Purpose

<<Insert description of the purpose for which the processing is to be carried out>>

Duration

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

2. Types of Person

<<List the types of person whose data is processed>>

3. Categories of Data

<<List the categories of data>>

4. Organisational and

<<Describe the organisational measures to be implemented as referenced in 14.6(b)>>]

Technical Measures

<<Describe the technical measures to be implemented as referenced in 14.6(b)>>]

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