STANDARD SERVICE AGREEMENT

(1) <<Insert name of Service Provider>>

(2) <<Insert name of Client>>
THIS AGREEMENT is made the ____________________________

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 nature of services>> services to business clients. The Service Provider has reasonable skill, knowledge and experience in that field.

(2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of 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 of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“Business Day” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;

“Commencement Date” means the date on which provision of the Services shall commence, as set out in sub-Clause 9.1;

“Confidential Information” means, in relation to either Party, information communicated to that Party by the other Party in connection with this Agreement whether in writing or any other medium, whether or not the information is expressly stated or marked as confidential or marked as such);
1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule to this Agreement; and

1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

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

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. **Provision of the Services**

2.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client.

2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with the qualifications of the Service Provider and the requirements relevant to Services in the sector in the United Kingdom.

2.3 The Service Provider shall, in providing the Services, act in accordance with all reasonable instructions
given to it by the Client provided such instructions are compatible with the specification of Services provided in Schedule 1.

2.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.5 The Service Provider may, in relation to certain specified matters related to the Services, act on the Client’s behalf. Such matters shall not be set out in this Agreement but shall be agreed between the Parties as they arise from time to time.

2.6 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes to the Services that may be requested by the Client, subject to the Client’s acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

3. Client’s Obligations

3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider’s provision of the Services.

3.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider’s provision of the Services. Any such instructions shall be compatible with the specification of the Services provided in Schedule 1.

3.3 In the event that the Service Provider requires the Client’s decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services (or the relevant part thereof), the Client shall provide the same in a reasonable and timely manner.

3.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client’s responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

3.5 If the nature of the Services requires that the Service Provider has access to the Client’s premises or any other location, access to which is lawfully controlled by the Client, it shall be the Client’s responsibility to ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required.

3.6 Any delay in the provision of the Services resulting from the Client’s failure or delay in complying with the provisions of this Clause 3 shall not be the responsibility or fault of the Service Provider.

4. Fees, Payment and Records

4.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of Schedule 2.

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

4.3 All payments required to be made pursuant to this Agreement by either Party shall be made within <<insert period>> Business Days of receipt by that Party.
4.4 All payments required to be made pursuant to this Agreement by either Party shall be made in <<insert currency>> in cleared funds to such bank in <<insert location>> as the receiving Party may from time to time nominate [, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.]

4.5 Where any payment required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

4.6 Without prejudice to any other rights, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 shall incur interest on a daily basis at [ <<insert percentage>> above the base rate of <<insert name of bank>> ] from time to time until payment is made in full of any such outstanding sums.

4.7 Each Party shall:

4.7.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated;

4.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to those sums, to take copies of them; and

4.7.3 within <<insert period>> after the end of each <<insert interval>>, obtain at its own expense and supply to the other Party an auditors’ certificate as to the accuracy of the sums paid by that Party pursuant to this Agreement during that interval. 

5. Liability, Indemnity and Insurance

5.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that includes public liability insurance.

5.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.

5.3 The Service Provider’s total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall be limited to £ <<insert sum>>.

5.4 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client’s failure to follow any instructions given by the Service Provider.

5.5 Nothing in this Agreement shall limit or exclude the Service Provider’s liability for death or personal injury.

5.6 Subject to sub-Clause 5.3 the Service Provider shall indemnify the Client against any costs, claims or proceedings arising out of the Service Provider’s performance under this Agreement.

5.7 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including any equipment belonging to any third parties appointed by the
5.8 Neither Party shall be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party’s obligations if such delay or failure is due to any cause beyond that Party’s reasonable control.

6. Guarantee
6.1 The Service Provider guarantees that the product of all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>> following completion of the Services.
6.2 If any defects in the Services appear during the guarantee period set out in sub-Clauses 6.1 the Service Provider shall rectify any and all such defects at no cost to the Client.

7. Confidentiality
7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for <<insert period>> years after its termination:
    7.1.1 keep confidential all Confidential Information;
    7.1.2 not disclose any Confidential Information to any other party;
    7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
    7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information;
    7.1.5 ensure that its officers, employees, agents, subcontractors or advisers do not make any use of the Confidential Information which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.

7.2 Either Party may:
    7.2.1 disclose any Confidential Information to:
        7.2.1.1 any sub-contractor or supplier of that Party;
        7.2.1.2 any governmental or other authority or regulatory body; or
        7.2.1.3 any employee, officer or any employee or officer of any of the aforementioned persons, parties or bodies;
    7.2.2 disclose any Confidential Information to such extent only as is necessary for the purposes contemplated by this Agreement (which is limited to, the provision of the Services), on each case that Party shall first inform the other Party in question that the Confidential Information is to be disclosed to that such body under this sub-Clause, and that such body has agreed in writing to the other Party a written undertaking in the terms of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and...
7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, except that it is at the date of this Agreement, or at any time thereafter, public knowledge through no fault of that Party, or disclosure, that Party must not disclose any Confidential Information that is not public knowledge.

7.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

8. Force Majeure

8.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which that failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of <<insert period>>, the other Party may by giving to the other Party a written notice at the end of that period, the Parties shall agree provided up to the extent to which payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

9. Term and Termination

9.1 This Agreement shall come into force on <<insert Commencement Date>> and shall continue for a Term of <<insert Term>> from that date, subject to the provisions of this Clause 9.

9.2 Either Party shall have the right, subject to the agreement and consent of the other Party and exercised by giving not less than <<insert notice period>> written notice to the other Party, to terminate this Agreement by giving not less than <<insert notice period>> prior to the expiry of the Term specified in sub-Clause 9.1 for which this Agreement has been extended pursuant to sub-Clause 9.2. Either Party may terminate this Agreement for a further period of <<insert period>>.

9.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice, to expire on or at any time after <<insert minimum term of agreement>>.

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

9.4.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the due date for payment;

9.4.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice.
notice giving full particulars of the breach and requiring it to be remedied;

9.4.3 an encumbrancer takes possession, or where the other Party is a company, an arrangement with its creditors or, being a company, a receiver is appointed, of any of the property or assets of that other Party;

9.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it, or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);

9.4.6 anything analogous to any of the foregoing under the law of any jurisdiction of which either Party is a citizen or where it has its registered office, or is resident or carrying on business; or that other Party ceases, or threatens to cease, to carry on business; or

9.4.7 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

9.5 For the purposes of sub-Clause 9.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

9.6 The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. Effects of Termination

Upon the termination of this Agreement for any reason:

10.1 any sum owing by one Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

10.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other breach or any other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;

10.4 subject as provided in Clause 7, and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

10.5 each Party shall (except as referred to in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.
11. [Data Protection]

11.1 All personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Client’s rights under the GDPR.

11.2 For complete details of the Service Provider’s collection, processing, storage, and retention of personal data (which personal data the Service Provider will collect, process, store, and retain, and personal data sharing (where applicable), please refer to the Service Provider’s Privacy Notice [available from <<insert location>>].

12. [Data Processing]

12.1 In this Clause 12, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

12.2 All personal data to be processed by the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>>.

OR

12.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 12 shall not relieve either Party of any obligations set out in the Data Protection Legislation, but it shall not move or replace any of those obligations.

12.3 For the purposes of the Data Protection Legislation and for this Clause 12, the Service Provider is the “Data Controller” and the Client is the “Data Processor”.

12.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 3.

12.5 The Data Controller shall put in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes of this Agreement.

12.6 The Data Processor shall process any personal data processed by it in relation to its performance of its obligations under this Agreement:

12.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of anything coming to its attention unless prohibited from doing so by law.

12.6.2 Ensure that suitable technical and organisational measures (at all levels) (the Data Controller) to protect the personal data from accidental or unlawful loss, destruction, damage or alteration, keeping in mind the nature of the personal data, the risks involved, and the measures necessary to meet those risks.

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potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures, which are set out in Schedule 3.

12.6.3 Ensure that all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

12.6.4 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:

12.6.4.1 The Data Controller and/or the Data Processor have provided suitable safeguards for the transfer of personal data;

12.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;

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

12.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

12.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities of any and all data subjects and other parties designated by the Data Controller;

12.6.6 Notify the Data Controller without undue delay of a personal data breach;

12.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) and return all personal data and any and all copies thereof to the Data Controller, unless it is required to retain any of the personal data for any and all copies thereof by law; and

12.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 and to allow for audits by the Data Controller or any and all parties designated by the Data Controller.

12.7 [The Data Processor shall not subcontract any of its obligations with respect to the processing of personal data under this Clause 12.] OR

12.7 [The Data Processor shall not subcontract any of its obligations to a sub-processor with respect to any and all personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). At the Data Processor appoints a sub-processor, the following shall apply:

12.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 12 and which shall permit both...
12.7.2 Ensure that the Data Processor and the Data Controller to enforce those obligations.

12.8 Either Party may, at any time, and on at least <<insert period, e.g. 30 calendar days>> notice, alter this Clause 12, replacing it with any applicable data processing clauses that form part of an applicable certification scheme. Such terms shall be replaced by attachment to this Agreement.

13. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. **Further Assurance**

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

15. **Costs**

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

16. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

17. **Assignment and Sub-Contracting**

17.1 Subject to sub-Clauses 17.1.2 and 17.2, neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or sub-contract or otherwise delegate any of its rights hereunder, or any obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

17.2 [Subject to the provisions of Clause 12, the] OR [The] Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.
18. **Time**

18.1 [The Parties agree that all times and dates referred to in this Agreement shall be of the essence of this Agreement.]

**OR**

18.2 [The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.]
22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. **Entire Agreement**

23.1 [Subject to the provisions of Clause 12, this OR [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement. Any conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. **Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

26. **Dispute Resolution**

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations between their appointed representatives who have the authority to settle such disputes.

26.2 [If negotiations under sub-Clause 26.1 do not resolve the matter within <<insert period>> of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution procedure.]

26.3 [If the ADR procedure under sub-Clause 26.2 does not resolve the matter within <<insert period>> of the initiation of that procedure, or if either Party will not participate in that procedure, the dispute may be referred to arbitration by either Party.

26.4 The seat of the arbitration under sub-Clause 26.3 shall be England and Wales. The arbitration shall be conducted in accordance with the Arbitration Act 1996 and Rules for
Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the appointment of the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

26.5 Nothing in this Clause 26 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

26.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 26 shall not be final and binding on both Parties.

27. **Law and Jurisdiction**

27.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 Subject to the provisions of Clause 26, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters or obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.
IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by
<<Name and Title of person signing for and on behalf of Service Provider>>

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

SIGNED by
<<Name and Title of person signing for and on behalf of Client's Name>>

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

<<Insert a detailed specification of all Services to be provided by the Service Provider to the Client under this Agreement>>
Fees and Payment

<<Insert complete details of all fees and payment requirements under this Agreement>>
1. Data Processing

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

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

Purpose
<<Insert description of the purpose(s) for which the processing is to be carried out>>.

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

2. Types of Personal Data
<<List the types of personal data to be processed>>.

3. Categories of Data Subject
<<List the categories of data subject>>.

4. Organisational and Technical Data Protection Measures
<<Describe the organisational and technical measures to be implemented as referenced in 12.6.2>>.