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1. Application

- 1.1 These Terms and Conditions apply to the provision of IT Services by the Provider to the Customer.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (including any terms and conditions on any website (whether or not otherwise), the former shall prevail unless expressly otherwise stated by the Provider in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

**“Agreement”** means the Agreement / Purchase Order / Order Confirmation / Order Form / the Customer and the Provider to which these Terms and Conditions apply;

**“Business Day”** means any day (other than Saturday and Sunday) on which the Provider's offices are open for [their full range of services in London];

**“Commencement Date”** means the date of commencement for these Terms and Conditions as set out in the Specification of Services and the Agreement;

**“Confidential Information”** means information of a technical, financial or other nature which is confidential to the Agreement;

**“Customer”** means the company registered in the Companies Register under number <<Company Number>> whose registered office is at <<Address>>

**“Data Protection Legislation”** means the Data Protection Act 1998 and any other legislation in force from time to time which relates to data protection and is applicable to data protection and includes, but is not limited to, the UK GDPR (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 the European Union (Withdrawal) Act 2018 (and regulations made under that Act) and the Privacy and Electronic Communications Regulations 2003 as amended;

**“Provider”** means the company registered in the Companies Register under number <<Company Number>> whose registered office is at <<Address>>

**“Services”** means the IT Services to be provided by the Provider to the Customer as set out in the Specification of Services

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“Equipment”

listed in the Equipment Schedule updated or replacement parts and equipment supplied by the Provider;

“Fees”

charges payable by the Customer to the Provider for the performance of the Provider's Services under these Terms and Conditions;

“Software”

software programs, applications, instructions or data that may from time to time be installed on the Customer's systems; and

“Working Hours”

the working hours of [the Customer] OR the working hours <<Insert hours here e.g. 09:00

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2.2 Unless the context or otherwise requires otherwise, any reference in these Terms and Conditions to:

any reference in these Terms and Conditions to:

2.2.1 “writing”, and any other form of communication, includes a reference to any communication by electronic mail or facsimile transmission or similar means;

any communication, includes a reference to any communication by electronic mail or facsimile transmission or similar means;

2.2.2 a statute or a regulation or a provision as amended or supplemented at the relevant time;

any statute or a regulation or a provision as amended or supplemented at the relevant time;

2.2.3 “these Terms and Conditions” means these Terms and Conditions as amended or supplemented at the relevant time;

any reference to these Terms and Conditions as amended or supplemented at the relevant time;

2.2.4 a Schedule is a Schedule to these Terms and Conditions;

any reference to these Terms and Conditions;

2.2.5 a Clause or paragraph of these Terms and Conditions (or a Clause or paragraph of a Schedule); and

any reference to a Clause of these Terms and Conditions (or a paragraph of the relevant Schedule); and

2.2.6 a "Party" or "parties" means the parties to these Terms and Conditions.

any reference to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

2.4 Words imparting the singular include the plural and vice versa.

Words imparting the singular include the plural and vice versa.

2.5 References to any gender include the other gender.

References to any gender include the other gender.

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3. **Provider's Obligations**

3.1 With effect from the date of termination of the Services, the Provider shall, in accordance with the terms of payment set out in the Specification of Services, pay to the Customer the amount of any termination charges payable under these Terms and Conditions.

Until any termination under Clause 8 of these Terms and Conditions, the Provider shall, in accordance with the terms of payment set out in the Specification of Services, pay to the Customer the amount of any termination charges expressly identified in the Specification of Services payable under these Terms and Conditions.

3.2 The Provider will use its best skill and care to perform the Services set out in the Specification of Services and to maintain the functionality of any equipment or software installed or otherwise operative under these Terms and Conditions.

The Provider will use its best skill and care to perform the Services set out in the Specification of Services and to maintain the functionality of any equipment or software installed or otherwise operative under these Terms and Conditions.

3.3 The Provider will, subject to the availability of resources, use its reasonable endeavours to maintain the functionality of any equipment or software installed or otherwise operative under these Terms and Conditions.

The Provider will, subject to the availability of resources, use its reasonable endeavours to maintain the functionality of any equipment or software installed or otherwise operative under these Terms and Conditions.

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on the Customer's Equipment may have been caused by hardware failure and to render the satisfactory operation of the Software.

to re-install any Software which has become unavailable due to hardware failure as may be necessary to secure the operation of the Software.

3.4 Upon receipt of the Customer's request for support, the Provider shall (subject to the agreed time) normally begin work on such support or other services and shall carry out all Services during Working Hours to the satisfaction of the Customer.

support or rectification of a defect, (subject to the agreed time) thereafter and shall carry out all Services during Working Hours to the satisfaction of the Customer.

3.5 The Provider will not be liable for the performance of any Software which the Customer has undertaken to install.

performance of any Software which the Customer has undertaken to install.

3.6 The Provider shall not be liable for the performance of any Software which the Customer has undertaken to install.

favours to complete its obligations under the Specification. The Parties agree that time will be of the essence in respect of these obligations.

4. Customer's Obligations

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4.1 The Customer shall:

4.1 The Customer shall:

4.1.1 allow the Provider to investigate and diagnose any defect or malfunction in the Equipment or Software.

4.1.1 allow the Provider to investigate and diagnose any defect or malfunction in the Equipment or Software.

4.1.2 provide adequate facilities for the Provider's staff;

4.1.2 provide adequate facilities for the Provider's staff;

4.1.3 co-operate with the Provider in the diagnosis of any defect or malfunction in the Equipment or Software.

4.1.3 co-operate with the Provider in the diagnosis of any defect or malfunction in the Equipment or Software.

4.2 The Customer shall provide the necessary use of any Equipment, computer systems, peripherals and communications media to enable the Provider to provide the Services and shall be responsible for the installation, upgrading, installing and maintaining all such Equipment and Software.

4.2 The Customer shall provide the necessary use of any Equipment, computer systems, peripherals and communications media to enable the Provider to provide the Services and shall be responsible for the installation, upgrading, installing and maintaining all such Equipment and Software.

4.3 The Customer will not be liable for the performance of any Software which the Customer has undertaken to install, or for any modifications to the Software to be made by any party other than the Provider, and notified to, the Provider, and without such authorisation, the Provider reserves the right to review the Software and make adjustments accordingly.

4.3 The Customer will not be liable for the performance of any Software which the Customer has undertaken to install, or for any modifications to the Software to be made by any party other than the Provider, and notified to, the Provider, and without such authorisation, the Provider reserves the right to review the Software and make adjustments accordingly.

4.4 The Customer will provide to the Provider all documentation associated with the Software, including but not limited to installation media, configuration files and hardware for the efficient operation of the Software.

4.4 The Customer will provide to the Provider all documentation associated with the Software, including but not limited to installation media, configuration files and hardware for the efficient operation of the Software.

4.5 The Customer shall back up the Software in such a manner as to minimise any potential loss of data and shall ensure that these are made available to the Provider as required.

4.5 The Customer shall back up the Software in such a manner as to minimise any potential loss of data and shall ensure that these are made available to the Provider as required.

4.6 The Customer shall take all necessary precautions to ensure the safety and health of the Provider's personnel who are at the Customer's premises.

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5. **Price**

5.1 The Customer agrees to pay the Services in accordance with Clause 6 and the Specification of Services.

5.2 The Provider shall be reimbursed by the Customer from the Customer its reasonable and necessary incidental expenses for third party goods and services supplied in connection with the Services.

5.3 The Customer shall pay for any additional services provided by the Provider that are not included in the Specification of Services Schedule in accordance with the applicable rate e.g. hourly>> rate in effect at the time of the performance of the Services. Any such charge for additional services shall be charged separately from any Fees due under the Specification of Services.

5.4 All sums payable by the Customer under these Terms and Conditions are exclusive of any value added tax and other taxes on profit, for which that Party shall be additionally liable.

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6. **Payment**

6.1 All payments required by these Terms and Conditions by either Party shall be made within << >> days of the date of the relevant invoice, with any applicable amount (if any) of tax deducted or withheld.

6.2 The time of payment shall be as specified in the Specification of Services. If the Customer fails to make payment by the due date in respect of any sum due under these Terms and Conditions, the Provider shall have the right to charge the Customer interest on any amount outstanding at the rate of << >>% per annum above the base rate of the Bank PLC from the due date for payment until the date of payment is received.

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7. **Variation and Amendment**

7.1 If the Customer wishes to vary any part of the Specification of Services Schedule it must notify the Provider in writing as soon as is reasonably possible. The Provider shall endeavour to make any required changes and any additional charges thereby incurred shall be separately invoiced to the Customer.

7.2 If, due to circumstances beyond the Provider's control, it has to make any change in the arrangement for the provision of the Services it shall notify the Customer as soon as is reasonably possible in the circumstances. The Provider shall endeavour to keep such changes to a minimum and shall endeavour to keep such changes as close to the original arrangements as is reasonably possible in the circumstances.

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8. **Termination**

8.1 The Provider may terminate the Services forthwith if:

8.1.1 the Customer fails to comply with its obligations hereunder;

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performance of its ob

ement.

9.5 Except as provided a  
tangible property, an  
Provider's maximum  
for any cause whatso  
services or otherwise  
until the point of claim  
Customer's claim, pl  
additional costs direc  
in obtaining alternativ

personal injury, death and damage to  
fraudulent misrepresentation, the  
under the Agreement or otherwise  
of the additional cost of remedial  
equivalent to the price paid up  
Services that are the subject of the  
25% of the same amount for any  
necessarily incurred by the Customer  
es

9.6 The Parties acknowle  
9 are reasonable in th

limitations contained in this Clause  
stances.

9.7 These limitations sh  
form of action, wheth  
any other form of act

and shall apply regardless of the  
act or tort, including negligence, or

9.8 Nothing in these Term  
Provider's liability fo  
negligence, or for fra

ended to or will exclude or limit the  
injury caused by the Provider's  
representation by the Provider.

9.9 For the purposes of  
contractors and supp

der' includes its employees, sub-

9.10 The employees, sub-  
benefit of the limits  
Contracts (Rights of T

s of the Provider shall all have the  
ty set out above in terms of the

10. **[Confidentiality]**

10.1 During the term of th  
any reason for a peri  
obligations shall app  
Disclosing Party') to t

termination of the Agreement for  
starting on <<date>>], the following  
ing Confidential Information ('the  
iving Party').

10.2 Subject to sub-Claus

arty:

10.2.1 may not use a  
purpose othe  
Agreement;

ion of the Disclosing Party for any  
ce of its obligations under the

10.2.2 may not discl  
any person ex  
and

ormation of the Disclosing Party to  
n consent of the Disclosing Party;

10.2.3 shall make  
Confidential In

t the use or disclosure of the  
ng Party.

10.3 The obligations of co  
not apply to any Con

he provisions of this Clause shall  
e Disclosing Party that:

10.3.1 is in the poss  
or is publishe  
the Receiving

ee disposal of the Receiving Party  
ublic domain before its receipt by

10.3.2 is or becomes  
fault of the Re

non-confidential basis through no

10.3.3 is required to

licable law or regulation;

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10.3.4 is received in  
on reasonable  
obligations of  
imposes no o

ving Party from a third party who,  
eiving Party claims to have no  
sing Party in respect of it and who  
upon the Receiving Party.

10.4 Without prejudice to  
have, the Receiving  
of this clause the Di  
entitled to an injuncti  
breach of the provis  
remedies to which it r

remedies the Disclosing Party may  
agrees that in the event of breach  
hout proof of special damage, be  
medy for any threatened or actual  
ddition to any damages or other

10.5 The obligations of th  
the expiry or the term

visions of this clause shall survive  
for whatever reason.]

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11. **[Data Protection**

11.1 The Provider will o  
the Provider's <<ins  
<<insert location(s)>

personal information as set out in  
<<insert location(s)>. Privacy Notice>> available from

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12. **[Data Processing**

12.1 In this Clause 12 a  
controller", "data p  
meaning defined in

personal data", "data subject", "data  
al data breach" shall have the  
R.

12.2 [All personal data t  
subject to these T  
processed in accord  
which the Parties sh

provider on behalf of the Customer,  
and/or the Agreement, shall be  
a Data Processing Agreement into  
personal data is processed.]

**OR**

12.2 [Both Parties shall  
out in the Data P  
Agreement shall re  
Protection Legislat  
obligations.

the data protection requirements set  
Neither this Clause 12 nor the  
y obligations set out in the Data  
move or replace any of those

12.3 For the purposes of  
the Agreement, the  
"Data Controller".

islation and for this Clause 12 and  
processor" and the Customer is the

12.4 The type(s) of pe  
processing, and the  
to the Agreement.

ve, nature and purpose of the  
ing shall be set out in a Schedule

12.5 The Data Controlle  
and notices require  
Processor for the  
**AND/OR [the Agree**

s in place all necessary consents  
nsfer of personal data to the Data  
[these Terms and Conditions]  
e to the Agreement].

12.6 The Data Processo  
relation to its perfo

y personal data processed by it in  
igations under [these Terms and

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Conditions] **AND/OR**

12.6.1 Process the Data Controller unless otherwise required to process such personal data the Data Controller shall promptly notify the Data Controller unless prohibited from doing so by law.

the written instructions of the Data Controller unless otherwise required to process such personal data the Data Processor shall promptly notify the Data Controller unless prohibited from doing so by law.

12.6.2 Ensure that appropriate technical and organisational measures (a) protect personal data from accidental or unlawful destruction, damage or loss; (b) protect personal data from disclosure, including accidental or unlawful disclosure; (c) protect personal data from alteration or destruction; (d) ensure the integrity and confidentiality of personal data; those measures shall be proportionate to the risks to the rights and freedoms of individuals and the cost of implementing those measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

appropriate technical and organisational measures (a) protect personal data from accidental or unlawful destruction, damage or loss; (b) protect personal data from disclosure, including accidental or unlawful disclosure; (c) protect personal data from alteration or destruction; (d) ensure the integrity and confidentiality of personal data; those measures shall be proportionate to the risks to the rights and freedoms of individuals and the cost of implementing those measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

12.6.3 Ensure that all persons who have access to the personal data (whether or not they are employees of the Data Controller) are contractually obliged to keep such personal data confidential and to use it only for the purposes for which it is processed.

all persons who have access to the personal data (whether or not they are employees of the Data Controller) are contractually obliged to keep such personal data confidential and to use it only for the purposes for which it is processed.

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

personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

12.6.4.1

the Data Processor has/have implemented appropriate safeguards for the transfer of personal data.

12.6.4.2

the Data Processor has/have implemented safeguards which ensure that individuals have enforceable rights and remedies;

12.6.4.3

the Data Processor complies with its obligations under applicable data protection legislation, providing an adequate level of protection for any and all personal data so transferred;

12.6.4.4

the Data Processor complies with all reasonable requirements advanced by the Data Controller with respect to the protection of the personal data.

12.6.5 Assist the Data Controller to any and all reasonable extent to ensure compliance with applicable data protection legislation, security, breach notification, and with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable data protection legislation with respect to data protection impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

12.6.6 Notify the Data Controller of any breach of the Agreement;

of any undue delay of a personal data breach;

12.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Controller is not required to retain such personal data by law; and

on the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Controller is not required to retain such personal data by law; and

12.6.8 Maintain complete and accurate records of all processing activities and implement appropriate technical and organisational measures necessary to demonstrate compliance with this Clause 12] **AND/OR** [the

complete and accurate records of all processing activities and implement appropriate technical and organisational measures necessary to demonstrate compliance with this Clause 12] **AND/OR** [the

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Agreement]  
party design

by the Data Controller and/or any  
er.

12.7 [The Data Process  
to the processing  
Agreement].]

any of its obligations with respect  
[this Clause 12] **AND/OR** [the

**OR**

12.7 [The Data Process  
contractor with resp  
12] **AND/OR** [the  
Controller (such co  
the Data Processor

t any of its obligations to a sub-  
personal data under [this Clause  
prior written consent of the Data  
nably withheld). In the event that  
or, the Data Processor shall:

12.7.1 Enter into a  
impose upon  
upon the  
Agreement]  
Data Contro

n the sub-contractor, which shall  
same obligations as are imposed  
is [Clause 12] **AND/OR** [the  
both the Data Processor and the  
ations; and

12.7.2 Ensure that  
that agreem

lies fully with its obligations under  
on Legislation.]

12.8 Either Party may, at  
days'>> notice, all  
replacing them with  
that form part of a  
when replaced by a

st <<insert period, e.g. 30 calendar  
provisions of the Agreement,  
rocessing clauses or similar terms  
scheme. Such terms shall apply  
ent.]

**13. Sub-Contracting and Ass**

13.1 [Subject to the prov  
contract to third partie  
Agreement.

he] OR [The] Provider may sub-  
services to be carried out under the

13.2 The Customer shall  
obligations under th  
Provider.

party any or all of its rights or  
the prior written consent of the

**14. Force Majeure**

Neither Party to the Agree  
their obligations where suc  
reasonable control of that  
failure, Internet Service F  
storms, earthquakes, acts  
event that is beyond the co

any failure or delay in performing  
from any cause that is beyond the  
ude, but are not limited to: power  
al action, civil unrest, fire, flood,  
governmental action or any other  
tion.

**15. Waiver**

15.1 No waiver by the Pro  
Customer shall be o  
same or any other p  
these Terms and Co

these Terms and Conditions by the  
of any subsequent breach of the  
ny term, provision or condition of  
only if given in writing and signed

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by the waiving party and any waiver is given.

ance and for the purpose for which

15.2 No failure or delay of privilege under these shall any single or part any other or further privilege.

in exercising any right, power or shall operate as a waiver of, nor right, power or privilege preclude of any other right, power or

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16. **Severance**

If any provision of these Terms be invalid or unenforceable these Terms and Conditions be affected thereby.

held by any competent authority to validity of the other provisions of the provision in question shall not

17. **Notices**

17.1 All notices under these duly given if signed giving the notice.

shall be in writing and be deemed duly authorised officer of the Party

17.2 Notices shall be deemed

given:

17.2.1 when delivered recorded delivery

er or other messenger (including business hours of the recipient; or

17.2.2 when sent, if or return received

d a successful transmission report

17.2.3 on the fifth business mail, postage

ling, if mailed by national ordinary

17.2.4 on the tenth business prepaid.

ailing, if mailed by airmail, postage

in each case address the other Party.

dress or e-mail address notified to

17.3 Service of any document or arising out of the such document to be office, or to such other Party in writing from the

any legal proceedings concerning ected by either Party by causing Party at its registered or principal notified to one Party by the other

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18. **[Dispute Resolution (ADR)]**

18.1 The parties shall attempt to resolve the dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to

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

18.2 If negotiations under of receipt of a written the dispute in good ("ADR") procedure.

at resolve the matter within 21 days the parties will attempt to resolve ed Alternative Dispute Resolution

18.3 If the ADR procedure

8.2 does not resolve the matter

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within 28 days of  
participate in the A  
either party.

cedure, or if either party will not  
e may be referred to arbitration by

18.4 The seat of the a  
Wales. The arbitra  
Rules for Arbitratio  
parties are unable  
either party may, u  
President or Deput  
Arbitrators for the  
decision on rules th

ause 18.3 shall be England and  
by the Arbitration Act 1996 and  
the parties. In the event that the  
or(s) or the Rules for Arbitration,  
e to the other party, apply to the  
being of the Chartered Institute of  
rator or arbitrators and for any

18.5 Nothing in this Cl  
applying to a court f

either party or its affiliates from  
f.

18.6 The parties hereby  
dispute resolution u  
parties.]

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

19. **Law and Jurisdiction**

19.1 The Agreement shall

of England and Wales.

19.2 [Any dispute between  
exclusive jurisdiction

the Agreement shall fall within the  
and Wales.]

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Equipment Specification	tion
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Specification Schedule

Commencement Date: << >>

Description	Amount in Pounds Sterling	Completion and Invoice date

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