

# Master Services Agreement

This Master Services Agreement is made between:

- A **FSP Consulting Services Limited**, a company incorporated in England & Wales (registration number 07717182) whose primary office is at Now Building Here & Now, Thames Valley Park, Reading, Berkshire, England, RG6 1WG ('the Consultancy'); and
- B **COMPANY NAME**, a company incorporated in England and Wales, (registration number [REDACTED] whose registered office is at [ADDRESS] [REDACTED] ('the Client').

## BACKGROUND

- (1) The Consultancy, acting as a service provider to its clients, provides IT and business solution consulting and related services.
- (2) The Client's business is [enter details of client's business]
- (3) The Client wishes to purchase IT solution and business consulting or related services from time to time by agreeing Statements of Work with the Consultancy, and the Client and Consultancy agree to enter into this Master Services Agreement to govern the provision of such services.

## TERMS AND CONDITIONS

### 1. Definitions and Interpretation

- 1.1. The definitions and rules of interpretation in this Clause 1.1 will apply throughout the Agreement:

<b>Agreement:</b>	means this Master Services Agreement (including its Schedules) and any relevant Statement of Work;
<b>Applicable Laws:</b>	means the laws of England and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;
<b>Business Day:</b>	means Monday to Friday, excluding any public holidays in England;
<b>Charges:</b>	means the Charges set out in the relevant SoW;
<b>Client's Equipment:</b>	any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services and Deliverables (if applicable);



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<b>Client IPRs:</b>	means any Intellectual Property Rights existing and owned by the Client prior to the Effective Date;
<b>Confidential Information:</b>	means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;
<b>Consultancy Employees:</b>	means those individuals employed by the Consultancy at the Effective Date;
<b>Consultancy's Equipment:</b>	any equipment, including tools, systems, cabling or facilities, provided by the Consultancy or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client;
<b>Consultancy IPRs:</b>	means any Intellectual Property Rights existing and owned by the Consultancy prior to the Effective Date;
<b>Consultancy Materials:</b>	all documents, information and materials provided by the Consultancy relating to the Services which existed prior to the Effective Date;
<b>Data Controller:</b>	has the meaning set out in the Data Protection Legislation;
<b>Data Processor:</b>	has the meaning set out in the Data Protection Legislation;
<b>Data Protection Legislation:</b>	means the Data Protection Act 2018 (or such updated or replacement legislation as implemented from time to time) and the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;



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<b>Deliverable:</b>	means all products, software, materials and documents developed and/or delivered by the Consultancy to the Client as part of the Services in any media;
<b>Effective Date:</b>	means the date of the last signature to this Agreement;
<b>Intellectual Property Rights or IPRs:</b>	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
<b>Normal Working Hours:</b>	has the meaning set out in the relevant SoW;
<b>Personal Data:</b>	has the meaning set out in the Data Protection Legislation;
<b>Services:</b>	means the Services as set out in a relevant SoW; and
<b>Statement of Work or SoW:</b>	means the document setting out the scope of the Services, Charges and any other relevant matters as agreed between and executed by the parties from time to time, any such SoW to be substantially in the form set out.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. the singular includes the plural and vice versa and words importing one gender include every other gender;

1.2.2. the clause headings are for ease of reference only and will not affect the interpretation or construction of this Agreement, and



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references to sub-clauses, clauses and Schedules are to sub-clauses, clauses and Schedules of this Agreement;

- 1.2.3. Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them; and
- 1.2.4. references to any statute or any section of any statute include any statutory modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it.

## 2. Term

This Agreement will be effective on the Effective Date and will remain in effect until terminated in accordance with clause 16.

## 3. Engagement

- 3.1. This Agreement defines the terms under which the Consultancy will provide the Services and deliver the Deliverables (if applicable) to the Client as may be agreed between the parties from time to time.
- 3.2. Entering this Agreement does not of itself oblige the Consultancy to provide or the Client to accept or pay for any particular services or deliverables.
- 3.3. Where it is agreed between the parties that any Services are to be provided or any Deliverables are to be delivered (if applicable), a SoW substantially in the form set out will be agreed between the parties.
- 3.4. Upon a SoW being signed by both parties, it will become a contract binding on the parties and will be deemed to incorporate the terms of this Agreement.
- 3.5. The Consultancy may provide the Services and/or deliver the Deliverables under the SoW in separate instalments, and:
  - 3.5.1. each separate instalment shall be invoiced and paid for in accordance with the provisions of this Agreement; and
  - 3.5.2. each instalment shall be deemed to be a separate contract and no cancellation or termination of any one instalment relating to a contract shall entitle the customer to repudiate, cancel any other contract or instalment or withhold or set off any payment in respect of such contract or instalment.



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- 3.6. To the extent that any conflict arises between the terms of any SoW and the terms and conditions of this Agreement, the terms of the SoW shall prevail.

#### **4. Consultancy's Obligations:**

The Consultancy shall:

- 4.1. provide the Services and deliver the Deliverables (if applicable) to the Client in accordance with:
- 4.1.1. the provisions of this Master Services Agreement;
  - 4.1.2. all Applicable Laws;
  - 4.1.3. any relevant SoW; and
  - 4.1.4. such of the Client's reasonable policies and reasonable procedures as are provided to the Consultancy from time to time (except to the extent that compliance with such policies or procedures would prevent the Consultancy from, or delay the Consultancy in, providing the Services or delivering the Deliverables (if applicable) or involve extra cost to the Consultancy; and
- 4.2. obtain, prior to the date on which the Services are to commence, and maintain at all times during which there is an active SoW in place, all necessary licenses and/or consents in relation to the Services and Deliverables insofar as such licences and/or consents relate to the Consultancy's business, premises, staff and equipment; and
- 4.3. where reasonable and [*where the Client is required by law to do so*] at reasonable times and upon reasonable notice, provide the Clients with access to such of the documents of the Consultancy as relate specifically to the performance of the Services and delivery of the Deliverables (if applicable) [*for the purpose of auditing and verifying the performance of the Services*].

#### **5. Client's Obligations**

- 5.1. The Client agrees to:
- 5.1.1. pay the Charges to the Consultancy set out in the relevant SoW and in accordance with clause 6;
  - 5.1.2. provide the Consultancy with such access to its premises, staff and facilities as the Consultancy may reasonably require for the



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performance of the Services and delivery of the Deliverables (if applicable);

- 5.1.3. obtain, prior to the date on which the Services are to commence, and maintain for the duration of the relevant SoW all necessary licences and consents in relation to:

- 5.1.3.1. the Services and Deliverables (if applicable);

- 5.1.3.2. the installation of the Consultancy's Equipment;  
and

- 5.1.3.3. the use of the Client's Equipment in relation to the Consultancy's Equipment,

insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment;

- 5.1.4. keep, maintain and, where Consultancy Equipment is being provided, and insure the Consultancy's Equipment in accordance with the Consultancy's instructions and not dispose of or use the Consultancy's Equipment other than in accordance with the Consultancy's instructions or authorisation;

- 5.1.5. comply with all Applicable Laws;

- 5.1.6. promptly provide the Consultancy with any relevant policies and procedures such as to enable the Consultancy to comply with clause 4.1.4; and

- 5.1.7. promptly provide all information and assistance to the Consultancy as reasonably required to enable the Consultancy to perform the Services or deliver the Deliverables (if applicable).

- 5.1.8. The use of company logos to be displayed on the consultants' external portals or marketing material for referenceability purposes.

- 5.1.9. The use of concepts in our showcase for referenceability purposes, all live Client data within the concepts will be removed.

### **6. Charges and Payment**

- 6.1. In consideration of the provision of the Services and the delivery of the Deliverables (if applicable) by the Consultancy the Client shall pay the Charges to the Consultancy in accordance with this clause 6 and the relevant SoW.



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- 6.2. The Consultancy shall invoice the Client for payment of the Charges at the time the Charges are expressed to be payable under the relevant SoW.
- 6.3. The Client shall pay the Charges which have become payable in accordance with the relevant SoW within 30 days of the date of the relevant invoice from the Consultancy (Due Date). Where work is on a time and materials basis, the Consultancy may issue monthly invoices.
- 6.4. If the Client fails to pay any undisputed Charges on the Due Date for payment then without prejudice to any other right or remedy the Consultancy shall be entitled to:
  - 6.4.1. suspend the provision of Services and the delivery of any Deliverables (if applicable) (upon which any agreed timetables will be automatically suspended) under the SoW to which the Charges relate or any other SoW; and
  - 6.4.2. charge interest on any payments due at the rate of 4% above the base rate of the Bank of England in force at that time calculated from the date on which the outstanding sum fell due to the date that it is paid.
- 6.5. The Charges are stated exclusive of VAT, which will be added at the prevailing rate as applicable and paid by the Client following delivery of a valid VAT invoice.
- 6.6. The Consultancy may, without prejudice to any other rights it may have, set off any liability of the Client to the Consultancy against any liability of the Consultancy to the Client.

### **7. Change Control Procedure**

- 7.1. The Client may, by giving written notice to the Consultancy at any time during the term of any SoW, request a change to that SoW.
- 7.2. Within 7 Business Days of receipt of such notice, the Consultancy shall, at its standard rates then in force, prepare for the Client a written estimate of any increase or decrease in the Charges, and of any effect that the requested change would have on the Services or Deliverables that are the subject of that SoW.
- 7.3. Within 14 Business Days of receipt of the written estimate referred to in clause 7.2, the Client shall inform the Consultancy in writing of whether or not the Client wishes the requested change to be made. If the change is required, the Consultancy shall not make the requested



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change until the parties have agreed and signed a written agreement specifying, in particular, any changes to the SoW and Charges.

## 8. Warranty

The Consultancy warrants that the Services performed by the Consultancy will be undertaken with all reasonable care and skill and any Deliverables will comply with any specification set out in the relevant SoW.

## 9. Staff

Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Each party agrees to indemnify the other against any claims brought by or in relation to its own employees (as at the Effective Date), whether such claims relate to employment, tax, national insurance, or otherwise, except to the extent that such claims relate to the acts or omissions of the staff of the other party.

## 10. Non-solicitation

Neither party shall, within the period of 12 months immediately following the termination or expiration of an SoW, employ, engage, or otherwise solicit any person who during the previous 12 months was employed or engaged by the other party in a position directly connected to negotiation of or the performance of the Services and/or Deliverables, unless otherwise agreed in writing and signed by a Director of each party.

## 11. Data Protection

11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation.

11.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Consultancy is the Data Processor.

11.3. Without prejudice to the generality of clause 11.1, the Consultancy shall, in relation to any Personal Data processed in connection with the performance by the Consultancy of its obligations under this Agreement and/or any SoW:

11.3.1. process that Personal Data only on the written instructions of the Client unless the Consultancy is required by the laws of the United Kingdom or any member of the European Union or by the laws of the European Union applicable to the Consultancy to process Personal Data ("Applicable Data Protection Laws"). Where the Consultancy is relying on laws of the United Kingdom or a





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member of the European Union or European Union law as the basis for processing Personal Data, the Consultancy shall promptly notify the Client of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit the Consultancy from so notifying the Client;

- 11.3.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 11.3.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.3.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - 11.3.4.1. the Client or Consultancy has provided appropriate safeguards in relation to the transfer;
  - 11.3.4.2. the data subject has enforceable rights and effective legal remedies;
  - 11.3.4.3. the Consultancy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - 11.3.4.4. the Consultancy complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;



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- 11.3.5. assist the Client, at the Client's cost, in responding to any request from a Data Subject (as defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 11.3.6. notify the Client without undue delay on becoming aware of a Personal Data breach;
  - 11.3.7. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the SoW or this Agreement unless required by Applicable Law to store the Personal Data; and
  - 11.3.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 11.
- 11.4. The Consultancy appointing third-party processors of Personal Data under this Agreement and/or any SoW will be subject to the Client's prior written consent and the Consultancy confirming that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11. As between the Client and the Consultancy, the Consultancy shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

## **12. Dispute Resolution Procedure**

- 12.1. Any dispute which may arise between the parties concerning this Agreement or any SoW shall be determined as provided in this clause 12.
- 12.2. For the purpose of this clause 12, a dispute will be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 12.3. Unless this Agreement or any SoW has already been terminated by the date of the notice of dispute, the Consultancy shall, in every case, continue to perform the Services with all due diligence regardless of the nature of the dispute and the Client shall continue to make payments (excluding any disputed sums) in accordance with the SoW.



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- 12.4. After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 12 will be extendable by mutual agreement):
- 12.4.1. within 2 Business Days, the Project Manager of the Consultancy and the [Client's Representative] shall meet to attempt to settle the dispute;
  - 12.4.2. if the Project Manager and the Client Representative are unable to reach a settlement within 7 Business Days from the date of service of the notice, a director of each party shall meet within the following 7 Business Days to attempt to settle the dispute; and
  - 12.4.3. if no settlement results from the meeting specified in clause 12.4.2, for the following 20 Business Days the parties shall attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediation shall take place in Reading. Unless agreed otherwise between the parties, the mediator shall be nominated by CEDR and each party shall bear their own costs of the mediation process and bear the costs of the mediator/CEDR equally.
- 12.5. If no settlement is reached under clause 12.4.1 or 12.4.2 or within 10 Business Days of commencement of a mediation pursuant to clause 12.4.3 or within such further period as the parties may agree in writing, the dispute may be referred to the English courts.

### **13. Confidentiality**

Each party will keep confidential the terms and conditions of this Agreement and any SoW and any Confidential Information. This obligation does not apply to (i) information known to the receiving party before disclosure by the disclosing party; (ii) information which becomes known to the receiving party through a third party without obligation of confidentiality; (iii) disclosures made to the extent required by any applicable legal or regulatory requirement; or (iv) disclosures made to employees, agents or subcontractors of the receiving party to the extent necessary to allow the receiving party to fulfil its obligations under this Agreement or any relevant SoW where such employee, agent or subcontractor has agreed, in a written form approved by the disclosing party, to maintain the confidentiality of such information on terms no less onerous than those contained in this Agreement.



## 14. Intellectual Property Rights

- 14.1. All Intellectual Property Rights in the Consultancy IPRs shall remain vested in and be the exclusive property of the Consultancy. All Intellectual Property Rights in the Client IPRs shall remain vested in and be the exclusive property of the Client. Any IPRs in the Deliverables shall vest immediately in the Consultancy upon creation and remain the exclusive property of the Consultancy unless otherwise specified in the relevant SoW.
- 14.2. The Consultancy hereby grants to the Client a world-wide, non-exclusive, royalty free licence to use the Consultancy IPRs for the duration of this Agreement solely to the extent that such use is necessary to make reasonable use of the Services and Deliverables (if applicable).
- 14.3. The Client hereby grants to the Consultancy a world-wide, non-exclusive, royalty free licence to use any Client IPRs for the duration of this Agreement as reasonably necessary for the Consultancy to perform its obligations under this Agreement or any relevant SoW.
- 14.4. In relation to:
- 14.4.1. any IPRs in the Deliverables;
  - 14.4.2. any IPRs otherwise created pursuant to the performance of the Services; and/or
  - 14.4.3. any Consultancy IPRs incorporated in any Deliverable,
- the Consultancy grants to the Client a world-wide, non-exclusive, royalty free licence to make reasonable use of such IPRs and Consultancy IPRs to the extent that such IPRs form part of the Deliverable or that such use is necessary to make reasonable use of the Services.

## 15. Liability

- 15.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement and any relevant SoW.
- 15.2. Nothing in this Agreement or any relevant SoW limits or excludes the liability of the Consultancy in respect of (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other act or omission, liability for which may not be limited or excluded by law.



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- 15.3. Subject to clause 15.1 and 15.2, the Consultancy will not be liable to the Client for:
- 15.3.1. any indirect or consequential losses; or
  - 15.3.2. loss of profits, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information, in each case whether direct or indirect.
- 15.4. The liability of the Consultancy to the Client in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement or any relevant SoW, shall not exceed 100% of the total Charges payable under the SoW in respect of which the claim, loss or damage arises.

### 16. Termination

- 16.1. Either party may terminate this Agreement at any time when there is no current SoW by immediate written notice.
- 16.2. Either party may terminate this Agreement and/or any SoW by immediate written notice at any time if the other party:
- 16.2.1. commits an irremediable material breach of this Agreement and/or any SoW;
  - 16.2.2. commits a remediable material breach of this Agreement and/or any SoW which is not remedied within 30 days of receiving notice in writing of that breach; or
  - 16.2.3. if the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation, if a different legal entity, will agree to be bound by and assume the obligations of the other party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver (which will include an administrative receiver) or manager or an administrator appointed of its assets or ceases or threatens to cease for any reason to carry on its business.
- 16.3. On termination of this Agreement or any relevant SoW for any reason:
- 16.3.1. the Client shall immediately pay to the Consultancy all of the Client's outstanding unpaid invoices and interest and, in respect



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of Services supplied and Deliverables delivered (if applicable) but for which no invoice has been submitted, the Consultancy may submit an invoice, which shall be payable immediately on receipt;

16.3.2. the Client shall, if requested, within seven days, return all of the Consultancy's Equipment, Consultancy Materials and Deliverables;

16.3.3. the Client shall immediately cease all use of the Consultancy IPRs; and

16.3.4. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

### **17. Force Majeure**

17.1. The Consultancy shall have no liability to the Client under this Agreement or any SoW if it is prevented from, or delayed in performing, its obligations under this Agreement or any relevant SoW (and, subject to clause 17.2, the obligation for performance of such obligations will be suspended accordingly) or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Consultancy or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with Applicable Laws, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors or the Client.

17.2. Whilst performance is suspended under clause 17.1 and has been so for more than 30 days, the Consultancy may terminate the relevant SoW by immediate written notice.

### **18. Anti-Bribery and Corruption**

18.1. Each Party shall:

18.1.1. comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including, but not limited to the Bribery Act 2010 (Relevant Requirements);

18.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act



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2010 if such activity, practice or conduct had been carried out in the UK;

- 18.1.3. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 1.1(b), and will enforce them where appropriate;
- 18.1.4. promptly report to the Other Party any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this agreement;
- 18.2. Each Party shall ensure that any person who performs services on their behalf, in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person, terms equivalent to those imposed on the Party in this Clause 18 (Relevant Terms). The Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Other Party for any breach by such persons of any of the Relevant Terms.
- 18.3. Breach of this Clause 18 shall be deemed a material breach of the agreement..
- 18.4. For the purpose of this Clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 18 a person associated with either Party includes, but is not limited to, any subcontractor of the Party.

### **19. Indexation and charges**

- 19.1. The Consultancy reserves the right to review the rates in force from time to time and nothing in this agreement or any Statement of Work serves to guarantee the rates in use for any other contract or Statement of Work that may be entered into between the parties under this agreement, from time to time.
- 19.2. The charges associated with any given Statement of Work entered into under the terms of this agreement may be reviewed by The Consultancy not more than once per annum and The Consultancy reserves the right





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to increase any such charges during such a review, by the lower of the Consumer Price Index ("CPI") for the trailing 12 months, or by 3%. Such an increase may not be imposed more than once per annum and not before at least 12 months have elapsed since the signing of a relevant Statement of Work. Any increases will become active following The Consultancy giving The Client a minimum of 30 Days notice in writing. Such increases will only apply to any work undertaken under the relevant Statement of Work/s following the date on which the increase takes effect.

### **20. General**

- 20.1. No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of each of the parties.
- 20.2. A waiver of any right under this Agreement or any relevant SoW is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by either party in exercising any right or remedy under this Agreement or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.
- 20.3. If any provision of this Agreement or any relevant SoW (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement will not be affected.
- 20.4. This Agreement together with any relevant SoW constitutes the whole agreement between the parties and supersedes all previous agreements, arrangements and understandings between the parties relating to its subject matter and excludes all and any other terms and conditions that you may seek to impose or incorporate including under any purchase order, confirmation of order, specification, request or other document or which may be implied by custom, practice or course of dealing. Each party acknowledges that, in entering into this Agreement or an SoW, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty which is not set out in this Agreement or an SoW (whether made negligently or innocently) except in the case of fraud. Each party





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agrees that its only remedy in respect of any representations, statements, assurances and warranties that are set out in this Agreement or a SoW will be for breach of contract.

- 20.5. The Client will not, without the prior written consent of the Consultancy (not to be unreasonably withheld or delayed), assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement or any relevant SoW.
- 20.6. Nothing in this Agreement or any relevant SoW is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party will have authority to act as agent for, or to bind, the other party in any way.
- 20.7. Nothing in this Agreement or any SoW shall confer any right upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 20.8. Any notice to be given under this Agreement will be sent by recorded delivery to the following addresses and will be deemed to be served 5 days following the date of posting:

20.8.1. Consultancy:

**Simon Grosse (CEO)**  
**FSP Consulting Services Limited**  
**Now Building Here & Now**  
**Thames Valley Park**  
**Reading**  
**RG6 1WG**

Client:

**CLIENT CONTACT NAME**

**CLIENT ADDRESS**

**CLIENT POSTCODE**

- 20.9. This Agreement is governed by and shall be construed in accordance with the laws of England.
- 20.10. Subject to clause 12, the parties agree that the Courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.





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Signed by the parties' authorised representatives as follows:

On behalf of <b>FSP Consulting Services Limited</b> (Authorised Signature)		
Print Name: _____	Job Title: _____	Date: _____

On behalf of <b>COMPANY NAME</b> (Authorised Signature)		
Print Name: _____	Job Title: _____	Date: _____

