

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 [and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010] [and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption] [and any similar or equivalent legislation in any other relevant jurisdiction [including <i>[specify]</i>]];
Business Day	means a day other than a Saturday, Sunday or bank or public holiday [when banks generally are open for non-automated business [<i>in England</i>]];
Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, [<i>insert details of any specific confidential information</i>], know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order;
Control	[has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company];
Controller	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Customer	means the person who purchases the Services from the Supplier and whose details are set out in the Order;
Data Protection Laws	means, as binding on either party or the Services: (a) the UK GDPR;

- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Subject shall have the meaning given to it in applicable Data Protection Laws from time to time;

Force Majeure means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract [including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay];

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

International Organisation shall have the meaning given to it in applicable Data Protection Laws from time to time;

Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
Order	means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out [in the Schedule overleaf OR in the Customer's order form];
Personal Data	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Personal Data Breach	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Price	has the meaning set out in clause 3.1;
processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processing , processed , and processes shall be construed accordingly);
Processor	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
Services	means the Services set out in the Order [or understood by the parties to be included in the Services] and to be performed by the Supplier for the Customer;
Specification	means the description or specification of the Services set out or referred to in the Order;
Sub-Processor	means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier	means Synectics Solutions Limited (registered in England and Wales with company number 02685135);
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;
UK GDPR	has the meaning given to it in section 3(10) (as

supplemented by section 205(4)) of the DPA 2018;

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form [(excluding email)];
- 1.2.9 [without prejudice to the provisions of clause 13,]a reference to legislation is a reference to that legislation as [in force at the date of the Contract OR amended, extended, re-enacted or consolidated from time to time [except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract]]; and
- 1.2.10 [without prejudice to the provisions of clause 13,]a reference to legislation includes all subordinate legislation made [as at the date of the Contract OR from time to time] under that legislation.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees [in writing].

- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time provided that notice in writing of such withdrawal or amendment by the Customer is received by the Supplier before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier [for *[insert]* Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn OR until withdrawn by the Customer giving notice to the Supplier after the expiry of *[insert]* Business Days from the date on which the Customer submitted the Order.]
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
- 2.7.2 the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3 Price

- 3.1 The price for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges [in force from time to time OR as advised by the Supplier before the date the Order is made] (**Price**).
- 3.2 The Prices are exclusive of:
- 3.2.1 *[describe relevant elements of the services which are not included in the standard price]* which shall be charged in addition at the Supplier's standard rates, and
- 3.2.2 VAT (or equivalent sales tax).
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

- 3.4 The Supplier may increase the Prices at any time by giving the Customer not less than [15] Business Days' notice in writing provided that the increase does not exceed [*insert percentage*] of the Prices in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds [*insert percentage*] and which is due to any factor beyond the control of the Supplier.

4 Payment

- 4.1 The Supplier shall invoice the Customer for the Services at any time [after performance of the Services].
- 4.2 The Customer shall pay all invoices:
- 4.2.1 in full without deduction or set-off, in cleared funds within [*insert days*] of the date of each invoice; and
 - 4.2.2 to the bank account nominated by the Supplier.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at [*insert percentage*]% a year above the base rate of [*name bank*] from time to time in force, and
 - 4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Performance

- 5.1 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 5.2 Each performance of the Services shall be accompanied by a performance note stating:
- 5.2.1 the date of the Order;
 - 5.2.2 the relevant Customer and Supplier details;
 - 5.2.3 the category, type and quantity of Services performed; and
 - 5.2.4 any special instructions.
- 5.3 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
- 5.4 The Supplier shall not be liable for any delay in or failure of performance caused by:

5.4.1 the Customer's failure to provide the Supplier with adequate instructions for performance [or otherwise relating to the Services];

5.4.2 Force Majeure.

6 Warranty

6.1 The Supplier warrants that the Services shall:

6.1.1 conform in all material respects to their description and the Specification;

6.1.2 be free from material defects;

6.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;

6.2 [The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.]

6.3 The Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 6.1, provided that:

6.3.1 the Customer serves a written notice on the Supplier not later than [five] Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and

6.3.2 such notice specifies that some or all of the Services do not comply with clause 6.1 and identifies in sufficient detail the nature and extent of the defects; and

6.3.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.

6.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

6.5 Except as set out in this clause 6:

6.5.1 the Supplier gives no warranties and makes no representations in relation to the Services; and

6.5.2 shall have no liability for their failure to comply with the warranty in clause 6.1,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

6.6 The Customer shall be entitled to exercise its rights under clause 6 notwithstanding that the Services were not rejected following any initial inspection.

7 Anti-bribery

- 7.1 For the purposes of this clause 7 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 7.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and [use all reasonable endeavours to] ensure that:
- 7.2.1 all of that party's personnel;
 - 7.2.2 all others associated with that party; and
 - 7.2.3 all of that party's sub-contractors;
- involved in performing the Contract so comply.
- 7.3 Without limitation to clause 7.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 7.4 Each party shall immediately notify the other as soon as it becomes aware of a breach [or possible breach] of any of the requirements in this clause 7.

8 Anti-slavery

- 8.1 The Customer undertakes, warrants and represents that:
- 8.1.1 neither the Customer nor any of its officers, employees, agents or sub-contractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 8.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy
 - 8.1.3 [its responses to the Supplier's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and]
 - 8.1.4 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of Customer's obligations under clause 8.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

- 8.2 [Any breach of clause 8.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.]

9 Indemnity and insurance

- 9.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 9.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

10 Limitation of liability

- 10.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2 Subject to clauses 10.5 and 10.6, the Supplier's total liability shall not exceed the sum of £[insert].
- 10.3 Subject to clauses 10.5 and 10.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 10.4 Subject to clauses 10.5 and 10.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 10.4.1 [loss of profit;
 - 10.4.2 loss or corruption of data;
 - 10.4.3 loss of use;
 - 10.4.4 loss of production;
 - 10.4.5 loss of contract;
 - 10.4.6 loss of opportunity;
 - 10.4.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 10.4.8 harm to reputation or loss of goodwill.]
- 10.5 The limitations of liability set out in clauses 10.2 to 10.4 shall not apply in respect of any indemnities given by either party under the Contract.

10.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

10.6.1 death or personal injury caused by negligence;

10.6.2 fraud or fraudulent misrepresentation;

10.6.3 any other losses which cannot be excluded or limited by applicable law;

11 Intellectual property

11.1 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (**IPR Claim**), provided that the Supplier shall have no such liability if the Customer:

11.1.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

11.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;

11.1.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;

11.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;

11.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

11.2 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

11.2.1 procure for the Customer the right to continue receiving the benefit of the relevant Services; or

11.2.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.

11.3 The Supplier's obligations under clause 11.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

12 Confidentiality and announcements

12.1 The Customer shall keep confidential all Confidential Information of the Supplier [and of any Affiliate of the Supplier] and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

12.1.1 any information which was in the public domain at the date of the Contract;

12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

12.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier [or by any Affiliate of the Supplier]; or

12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract

except that the provisions of clauses 12.1.1 to 12.1.3 shall not apply to information to which clause 12.4 relates.

12.2 This clause shall remain in force [in perpetuity OR for a period of *[five]* years from the date of the Contract and, if longer, *[three]* years after termination of the Contract].

12.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

12.4 To the extent any Confidential Information is Protected Data (as defined in clause 133) such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of clause 13.1.

13 Processing of personal data

13.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. [Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.]

13.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

13.3 [The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 133.]

13.4 The Supplier shall:

13.4.1 only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the schedule and the Contract (including when making any transfer to which clause 13.9 relates), except to the extent:

- (a) that alternative processing instructions are agreed between the parties in writing; or
- (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

13.4.2 [without prejudice to clause 13.1], if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall [promptly inform the Customer and] be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

13.5 Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in the schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

13.6 The Supplier shall:

13.6.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the [prior] [specific] written authorisation of the Customer;

13.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 133 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

13.6.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

13.6.4 ensure that all [natural] persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

13.7 The Customer authorises the appointment of the Sub-Processors listed [below: *[insert]* OR *[insert where listed]*].

13.8 The Supplier shall (at the Customer's cost):

- 13.8.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
- 13.8.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 13.9 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the [United Kingdom] or to any International Organisation without the prior written consent of the Customer.
- 13.10 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 133 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of [one] audit request in any 12 month period under this clause 13.10).
- 13.11 [The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data].
- 13.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 133 shall survive termination or expiry of the Contract.

14 Force Majeure

- 14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
 - 14.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 14.1.2 uses best endeavours to minimise the effects of that event.
- 14.2 If, due to Force Majeure, a party:
 - 14.2.1 is or shall be unable to perform a material obligation; or

14.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding [14] days or a total of more than [30] days in any consecutive period of [60] days;

[the other party may, within [30] days, terminate the Contract on immediate notice OR the parties shall, within [30] days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.]

15 Termination

15.1 The Supplier may terminate the Contract [or any other contract which it has with the Customer] at any time by giving notice in writing to the Customer if:

15.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

15.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within [14] days of receiving written notice of such breach;

15.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within [30] days after the Supplier has given notification that the payment is overdue; or

15.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

15.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

15.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

15.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

15.2.5 has a resolution passed for its winding up;

15.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

- 15.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;
- 15.2.8 has a freezing order made against it;
- 15.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 15.2.10 is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.9 in any jurisdiction;
- 15.2.11 [takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.]
- 15.3 The Supplier may terminate the Contract any time by giving not less than [four] weeks' notice in writing to the Customer if the Customer undergoes a change of Control [or if it is realistically anticipated that it shall undergo a change of Control within two months].
- 15.4 [The right of the Supplier to terminate the Contract pursuant to clause 15.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.]
- 15.5 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 155, it shall immediately notify the Customer in writing.
- 15.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
- 16 [Dispute resolution]**
- 16.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 166.
- 16.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 16.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 16.3.1 within [7] days of service of the notice, the [contract managers] of the parties shall meet to discuss the dispute and attempt to resolve it.

- 16.3.2 if the dispute has not been resolved within [7] days of the first meeting of the [contract managers], then the matter shall be referred to the [chief executives] (or persons of equivalent seniority). The [chief executives] (or equivalent) shall meet within [7] days to discuss the dispute and attempt to resolve it.
- 16.4 The specific format for the resolution of the dispute under clause 16.3.1 and, if necessary, clause 16.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 16.5 If the dispute has not been resolved within [14] days of the first meeting of the [chief executives] (or equivalent) under clause 16.3.2 then the matter [shall OR may] be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 16.6 [Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 16.3 and 16.5 have been completed. OR Until the parties have completed the steps referred to in clauses 16.3 and 16.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.]]

17 Notices

- 17.1 Any notice [or other communication] given by a party under these Conditions shall:
- 17.1.1 be in writing and in English;
- 17.1.2 be signed by, or on behalf of, the party giving it [(except for notices sent by email)]; and
- 17.1.3 be sent to the relevant party at the address set out in the Contract
- 17.2 Notices may be given, and are deemed received:
- 17.2.1 by hand: on receipt of a signature at the time of delivery;
- 17.2.2 by [Royal Mail Recorded Signed For] post: at 9.00 am on the [second] Business Day after posting;
- 17.2.3 by [Royal Mail International Tracked & Signed OR Royal Mail International Signed] post: at 9.00 am on the [fourth] Business Day after posting; and
- 17.2.4 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission[; and OR .]
- 17.2.5 [by email [provided confirmation is sent by first class post]: on receipt of a [delivery OR read receipt] email from the correct address].
- 17.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall be effective:

17.3.1 on the date specified in the notice as being the date of such change; or

17.3.2 if no date is so specified, *[insert figure]* Business Days after the notice is deemed to be received.

17.4 All references to time are to the local time at the place of deemed receipt.

17.5 This clause does not apply to notices given in legal proceedings or arbitration.

17.6 [A notice given under these Conditions is not validly served if sent by email.]

18 Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

19 Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

20 Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

21 Entire agreement

21.1 The parties agree that the Contract[and any documents entered into pursuant to it] constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

21.2 Each party acknowledges that it has not entered into the Contract[or any documents entered into pursuant to it] in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract [or any documents entered into pursuant to it]. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

21.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

22 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

23 Assignment

23.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, [such consent not

to be unreasonably withheld or delayed OR which it may withhold or delay at its absolute discretion].

- 23.2 Notwithstanding clause 23.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

24 Set off

- 24.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract [or under any other contract which the Supplier has with the Customer].
- 24.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27 Severance

- 27.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 27.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

- 28.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 28.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 28.3 [A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.]

29 Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions and Part B and Part C of the schedule shall prevail.

31 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

32 Third party rights

- 32.1 Except as expressly provided for in clause 32.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 32.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

33 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

34 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

THE SCHEDULE

Part A Customer specific provisions

Date:

Customer: *[insert full registered company name and trading name (if any) and registered number, place of registration, VAT number, registered or supervisory body]*

Name:

Address: *[registered office address]*

Contact:

Supplier

Name: *[insert full registered company name and trading name (if any) and registered number, place of registration]*

Address: *[registered office address]*

Contact:

Services

Reference	Services	Description	Price

Performance dates/periods:

Part B Data processing details

Processing of the Protected Data by the Supplier under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part B of the schedule.

Subject-matter of processing:

[Insert]

Duration of the processing:

[Insert]

Nature and purpose of the processing:

[Insert]

Type of Personal Data:

[Insert]

Categories of Data Subjects:

[Insert]

Specific processing instructions:

[Insert]

Part C
Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 [In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

OR

- 1.2 [insert relevant measures]]

The Customer has read and accepts the Order and Contract subject to the Conditions [above OR overleaf].

Signed by or on behalf of the Customer.....Date.....201[]

Name.....Position.....

Signed by or on behalf of the Supplier.....Date.....201[]

Name.....Position.....