

SERVICES AGREEMENT

DATE _____

Cover Sheet

Supplier	[NAME, FULL COMPANY NAME IF A COMPANY]
Supplier Address	[ADDRESS]
Supplier Email	
Supplier Representative	
Customer	
Customer Address	
Customer Email	
Customer Representative	
Services	STATE HERE IN
Commencement	
Fees	HERE OR (B) AT THE FEES
Other additional	CH WILL NOT SPECIFY THE [] and [] of [] of the words "[]" since "[]" None" OR



This Agreement

SIGNED BY [NAME] [, a Director]
 For and on behalf of [NAME OF SUPPLIER]

SIGNED BY [NAME] [, a Director]
 For and on behalf of [NAME OF CUSTOMER]

Schedule

1 Interpretation

1.1 In this Agreement, the terms set out in the Cover Sheet shall have the meanings specified in the Cover Sheet and the following words and expressions shall have the following meanings:

Agreement means this agreement between the Supplier and the Customer for the provision of the Services comprising the following:

(a)

(b)

(c)

as amended

Appendix

Business

London

Confidential

of any Contract

on or for

to any Contract

Cover Sheet

separately

Group,

from time to time

Company

Group.

Intellectual Property

registered

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Representative

Supplier

other than

the Services

1.2 In this /

(a) reference to any statute or to any statutory provision includes a reference to any amendment, consolidation, replacement or re-enactment of any such statute or statutory provision and includes any regulation or other subordinate legislation made from time to time under that statute or statutory provision;

(b) reference to a paragraph is a reference to the relevant paragraph of this Schedule;

- (c) **include, including** and **in particular** are to be construed as illustrative and not so as to limit the sense of any words, definition, phrase or term preceding them;
- (d) **other** and **otherwise** are to be construed as illustrative and not so as to limit the sense of any words preceding them where a wider construction is possible;
- (e) **Holding Company** or **Subsidiary** means a "holding company" or "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company is to be treated

(for the purposes only of the membership requirement contained in subsections ... in that other ... (nee) by way of ... ; and

- (f) ... e means of ... text otherwise

1.3 Paragraph requires

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5 Supplie

5.1 The Supplier undertakes to provide the Services to the Customer in accordance with this Agreement.

5.2 The Supplier undertakes that it shall:

- (a) provide the Services with reasonable skill and care;



- (b) at the reasonable request of the Customer, consult with the Customer as to the provision and progress of the Services and keep the Customer reasonably informed in writing as to the provision and progress of the Services; and
- (c) comply with all applicable laws and regulations in the provision of the Services.

5.3 The Supplier's employees or agents are not authorised to make any representations or warranties concerning the Services unless confirmed in writing by a Representative of the Supplier

6 Custom

6.1 The Customer shall:

- (a) [redacted] required by the
- (b) [redacted] nt of the

6.2 If the Supplier is liable to the Customer for any loss or damage resulting from

- (a) [redacted] arising from
- (b) [redacted] prevention or
- (c) [redacted] which the Supplier shall be liable to pay.

7 Fees and

7.1 The Customer shall pay the Supplier the amount of the fees and charges set out in the Schedule to this Agreement.

7.2 Unless otherwise stated, the Customer shall be liable to pay the Supplier the amount of the fees and charges set out in the Schedule to this Agreement.

7.3 The Supplier shall provide the Customer with the services and materials provided in the Schedule to this Agreement.

7.4 The Customer shall

- (a) [redacted]
- (b) [redacted] ed in the Schedule to this Agreement and shall be liable to pay the Supplier the amount of the fees and charges set out in the Schedule to this Agreement.

7.5 If the Customer fails to pay the Supplier the amount of the fees and charges set out in the Schedule to this Agreement by its due date for payment, the Customer shall be liable to pay the Supplier interest on the unpaid amount as follows:

- (a) [redacted] the Supplier has received payment in full of any overdue amount, and
- (b) the Supplier may charge interest on the unpaid amount at the rate specified in this Agreement or, if no rate is specified, at the rate applicable pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 from time to time.

7.6 Interest on any overdue amount shall accrue from day to day from the due date until the date of payment, whether before or after judgement.

- 7.7 The Supplier reserves the right, by giving notice to the Customer from time to time, to increase the Fees to reflect any increase in the cost to the Supplier which is due to:
 - (a) any factor beyond the control of the Supplier, including currency fluctuation, a change in law or rate of tax or a significant increase in the cost of materials, utilities, services or labour; or
 - (b) an agreed change in the Services.

7.8 To the extent that the Customer has not been the beneficiary of the Services under the Agreement, the Supplier shall be entitled to the Supplier's standard rates.

7.9 The Customer shall not be entitled to any payment or reimbursement from any party for any amount withheld or withheld any amount in relation to the Services, which the Customer shall ensure that the amount withheld is not used for any such purpose.

8 Intellectual Property

8.1 The Intellectual Property shall remain the property of the Supplier.

8.2 Subject to the terms of the Supplier's exclusivity agreement, the Supplier shall be entitled to use the Customer's Intellectual Property for the purposes of the Agreement.

9 Liability

9.1 Nothing in this Agreement shall limit or exclude the liability of the Supplier in respect of:

- (a) negligence of the Supplier;
- (b) fraud or fraudulent misrepresentation by the Supplier;
- (c) death or personal injury caused by negligence or fraud or fraudulent misrepresentation by the Supplier.

9.2 Subject to the terms of the Agreement, the Supplier shall be liable for any direct, tortious or contractious damages arising from its negligence or fraud or fraudulent misrepresentation, but not for any consequential or special damages. The limitation period for any claim shall be [in any period of 12 months from the date of the breach].

9.3 The Supplier shall not be liable for any loss of turnover, loss of business opportunity, loss of goodwill or any special, indirect or consequential loss.

9.4 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.



10 Force Majeure

10.1 The Supplier shall not be liable to the Customer, or be deemed to be in breach of this Agreement, by reason of any failure or delay in performing any of the Supplier's obligations under this Agreement if the failure or delay is due to events, circumstances or causes beyond the reasonable control of the Supplier.

11 Termination

11.1 [This Agreement shall terminate if the Supplier fails to perform its obligations under this Agreement for a period of more than 30 days]

11.2 The Supplier shall be deemed to have accepted termination of this Agreement by notice in writing from the Customer if the Supplier fails to remedy the breach within the period specified in the notice.

11.3 Either Party may terminate this Agreement by notice in writing to the other Party if:

- (a) the Supplier fails to perform its obligations under this Agreement for a period of more than 30 days;
- (b) the Supplier is in breach of its obligations under this Agreement and fails to remedy the breach within the period specified in a written notice given to the Supplier;
- (c) the Supplier ceases to trade or becomes insolvent;
- (d) the Supplier is acquired by or any of its assets are transferred to a third party with all or any of the obligations of the Supplier;
- (e) the Supplier is taken over or in liquidation;
- (f) the Supplier is unable to pay its debts as they fall due.

11.4 On termination of this Agreement, the Supplier shall be liable to pay to the Customer any amount due and owing to the Customer at the date of termination.

- (a) any amount due and owing to the Customer at the date of termination, which shall include any amount due and owing to the Customer in respect of any services, which have been provided to the Customer;
- (b) any amount due and owing to the Customer in respect of any services, which have been provided to the Customer, in respect of which the Supplier survives or effects.

11.5 Termination of this Agreement shall not affect the rights, obligations and liabilities of the Supplier arising out of this Agreement, including any legal proceedings, before the date of termination.

12 Confidentiality

12.1 Subject to paragraph 12.2, the Supplier shall not, for the purpose of exercising its rights or performing its obligations under this Agreement) not use or disclose any Confidential Information of the other Party.

12.2 Paragraph 12.1 shall not apply to Confidential Information which:

- (a) enters the public domain other than as a result of its unauthorised disclosure in breach of this Agreement;

- (b) is in the possession of a Party free from any obligation of confidence and was not obtained from the other Party as a result of negotiating or entering into this Agreement;
- (c) subject to paragraphs 12.3 and 12.4, a Party is required to disclose by law, by the rules of any recognised stock exchange, by any governmental, regulatory, supervisory or statutory organisation, body or delegate or by any judicial or other person or court of competent jurisdiction which is charged with administration of law and which has

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(a) ether directly or and

- (b) is considered fair and reasonable by the Parties but if it or any part of it is found to be unenforceable, but would be enforceable if any part of it were deleted or the period of application reduced, the undertaking shall apply with such modifications as may be necessary to make it enforceable.

14 Entire Agreement

14.1 The Agreement:

- (a) constitutes the entire agreement between the Parties about the subject matter of this Agreement; and
- (b) supersedes any previous agreement, draft agreement, arrangement or understanding (whether in writing or not) between the Parties relating to its subject matter.

14.2 Each Party shall have the right to terminate the Agreement (upon and without notice) in respect of the Agreement.

14.3 This paragraph shall not constitute a misrepresentation.

15 Assign

15.1 The Supplier shall not assign the Agreement to any other person without the written consent of the Customer.

15.2 The Customer shall not assign the Agreement to any other person without the written consent of the Supplier.

16 Variati

No variation of the Agreement shall be made unless it is signed by a representative of both Parties.

17 Waiver

17.1 No waiver of any breach of the Agreement by one Party shall constitute a waiver of any other breach of the Agreement.

17.2 No omission to exercise any right or remedy shall preclude the exercise of that right or remedy at any time.

17.3 The right to exercise any right or remedy shall be in addition to all other rights and remedies available at law or in equity.

18 Severa

18.1 If any part of the Agreement is held to be illegal, void or unenforceable, the remainder of the Agreement shall remain in full force and effect.

18.2 If any part of the Agreement is held to be illegal, void or unenforceable, the Agreement shall be deemed to have been modified so as to comply with the law.

19 Costs

Each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of this Agreement.

20 Notices

20.1 A notice given under this Agreement:



- (a) shall be sent for the attention of the Representative of the relevant Party and to the address given in the Cover Sheet (or such other address as the relevant Party may notify to the other Party in writing in accordance with this paragraph); and
- (b) shall be:
 - (i) delivered personally or by courier;
 - (ii) sent by pre-paid first class post or recorded delivery;

20.2 A notice

- (a)
- (b)
- (c)
- (d)

20.3 This part of the legal agreement

21 Third party benefit

This Agreement shall not be enforceable under the Law Reform (Miscellaneous Provisions) Act 1999).

22 Counterparty

This Agreement shall be enforceable as if each Party had executed the Agreement.

23 Governing Law

23.1 This Agreement shall be governed by the law of England and Wales.

23.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.



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APPENDIX 1 – SERVICES

[Specify the services to be provided by the Supplier, the scope of work, deliverables or milestones and timescales for their delivery/performance]



APPENDIX 2 – FEES

[Specify:

1. the basis on which the Supplier will charge for the Services, or for certain deliverables or elements of the Services, for example:

- a fixed total price
- a periodic rate (hourly, daily, weekly, monthly)
- any additional

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- periodic
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paragraph 7.5(b)
(Interest) Act