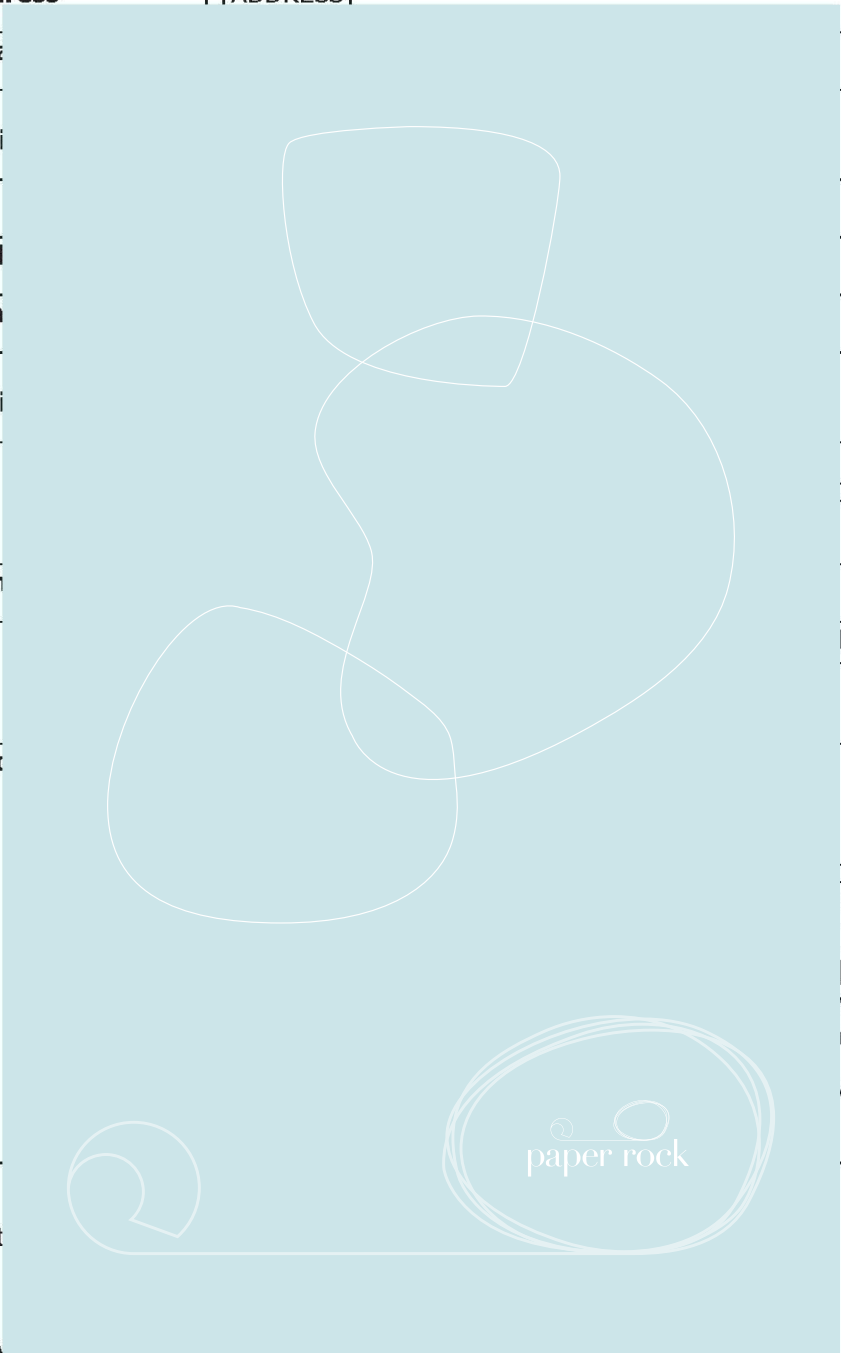


SERVICES AGREEMENT

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 APPENDIX
Commencement	
Fees	HERE OR (B) THE FEES IN
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 set out 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

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Service Deliverables means the service deliverables to be achieved by the Supplier in the performance of the Services, including those set out in the Cover Sheet and/or Appendix 1.

Supplier Materials means all Materials used by the Supplier in the provision of the Services, excluding any Customer Materials.

1.2 In this Agreement:

- (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 scope of any words, definition, phrase or term preceding them;

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- (e) "subsidiary" as
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Party.

4.4 Each Party warrants that its appointed Representative has authority to represent and bind that Party for the purposes specified in this Agreement.

5 Supplier's Obligations

5.1 The Supplier undertakes to provide the Services to the Customer in accordance with this Agreement. The time for provision of the Services and the delivery timetable for any Service Deliverables shall be of the essence for the purpose of this Agreement.

5.2 The Supplier undertakes that it shall:

- (a) provide the Services and deliver the Service Deliverables to the Customer in delivery
 - (b) accordance with
 - (c) and progress of
 - (d) ence in the
 - (e) years following professional respect of the shall provide to
 - (f) becomes aware: not being in accordance Services;
 - (g) ns of the
- 5.3 The Supplier shall have the necessary qualifications, experience and expertise to provide the Services in accordance with the Agreement.

6 Customer Obligations

6.1 The Customer shall:

- (a) reasonably required
- (b) part of the Services.

7 Fees and Charges

7.1 The Customer shall pay the Fees in accordance with the Agreement.

7.2 Unless otherwise stated, the Fees shall be exclusive of VAT, which the Customer shall be liable to pay at the applicable rate from time to time.

7.3 The Supplier shall submit a VAT invoice for the Fees at the times and/or intervals provided in this Agreement, subject to the performance by the Supplier of the Services and the delivery of the Service Deliverables in accordance with any time limits for their delivery specified in



9.2 Subject to paragraph 9.1, the Supplier's total liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this Agreement shall be limited to EITHER [£[insert actual amount]] OR [the amount actually paid by the Customer under this Agreement [in any period of [12] months]].

9.3 Subject to paragraph 9.1, the Customer's total liability to the Supplier in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this Agreement shall be limited to EITHER [£[insert actual amount]] OR [the amount actually paid by the Customer under this Agreement [in any period of [12] months]].

10 Force Majeure

10.1 Neither Party shall be liable for failure to perform its obligations under this Agreement if this failure is due to an event of force majeure. The event must be beyond the reasonable control of the Party.

10.2 If the force majeure event continues for more than 30 days, the Party affected may terminate the Agreement without liability to the other Party.

11 Termination

11.1 [This Agreement may be terminated by either Party if the other Party fails to perform its obligations under this Agreement for a period of not less than 30 days.]

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

- (a) the other Party is in breach of its obligations under the Agreement;
- (b) the other Party is in breach of its obligations under the Agreement and fails to remedy the breach within a period of 14 days of a written notice being given to the other Party;
- (c) the other Party ceases to trade or is unable to pay its debts;
- (d) the other Party is liquidated or insolvent or any of its assets are seized or any of its assets are subject to a receivership or any of its assets are subject to a winding up order or any of its assets are subject to a winding up order;
- (e) the other Party is subject to a winding up order or any of its assets are subject to a receivership or any of its assets are subject to a winding up order;
- (f) the other Party is subject to a winding up order or any of its assets are subject to a receivership or any of its assets are subject to a winding up order.

11.3 On termination of this Agreement, all rights, remedies, obligations and liabilities of the Parties that have accrued up to the date of termination shall remain in force.

11.4 Termination of this Agreement will be without prejudice to any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including any legal right or remedy in respect of any breach of the Agreement which existed at or before the date of termination.

12 Confidentiality

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

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

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(d) s of that Party.

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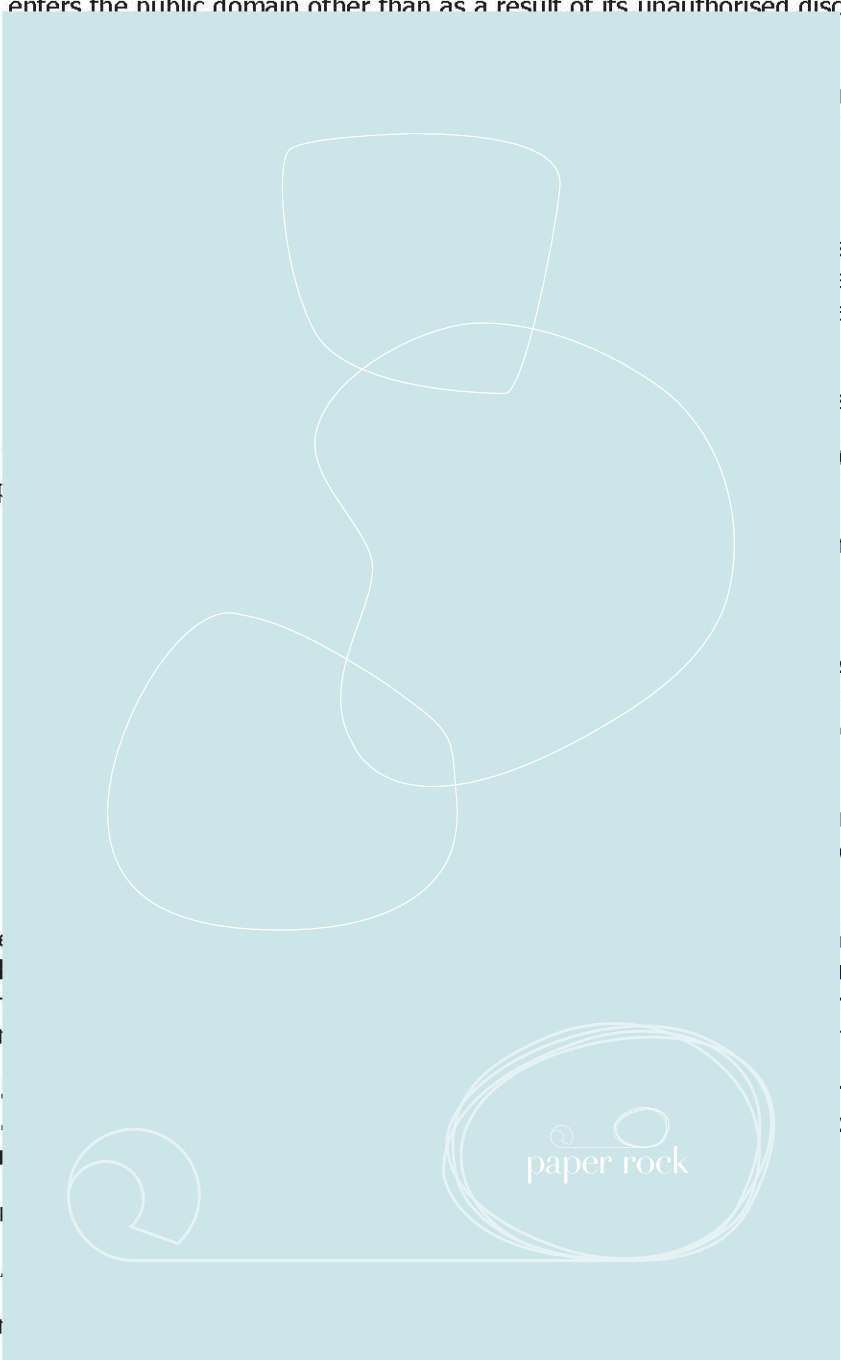
13 Entire

13.1 The Agr

(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 their subject matter.

13.2 Each Party acknowledges that, in entering into this Agreement, it has not relied upon and shall have no remedy or right of action (including the right of rescission or termination) in



respect of any statement, representation, warranty or promise that is not set out in this Agreement.

13.3 This paragraph 13 shall not exclude the liability of a Party for fraud or fraudulent misrepresentation.

14 Assignment

14.1 Save as provided in paragraph 14.2 this Agreement is personal to the Parties and no Party may:

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

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16 Waiver

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18 Costs

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

19 Notices

19.1 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;

19.2 A notice

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

19.3 This part of the Agreement shall be subject to the provisions of any applicable law, legal act or regulation.

20 Third party benefit

This Agreement shall not be subject to the provisions of the Consumer Credit Act 1974 (or any amendments in any applicable law, legal act or regulation) or the Consumer Credit (Enforcement) Regulations 1999).

21 Counterparty

This Agreement shall be subject to the provisions of the Consumer Credit Act 1974 (or any amendments in any applicable law, legal act or regulation) or the Consumer Credit (Enforcement) Regulations 1999).

22 Governing law

22.1 This Agreement shall be governed by the law of England and Wales (or the law of the United Kingdom (or any amendments in any applicable law, legal act or regulation) or the Consumer Credit (Enforcement) Regulations 1999).

22.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales (or the courts of the United Kingdom (or any amendments in any applicable law, legal act or regulation) or the Consumer Credit (Enforcement) Regulations 1999) in connection with this Agreement.



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APPENDIX 1 – SERVICES AND SERVICE DELIVERABLES

[Specify the services to be provided by the Supplier, the scope of work, the Service 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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