

## Our Terms and Conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time [for the provision of the Provider's services] shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing [any such services] to the Customer.

### 1. Definitions

**1.1** Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Business Day" means any weekday other than a bank or public holiday in [England];

"Business Hours" means the hours of [09:00 to 17:00 GMT/BST] on a Business Day;

"Charges" means the following amounts:

(a) [the amounts specified in Section 5 of the Statement of Work];

(b) [such amounts as may be agreed in writing by the parties from time to time]; and

(c) [amounts calculated by multiplying the Provider's [standard time-based charging rates (as notified by the Provider to the Customer before the date of the Contract)] by the time spent by the Provider's personnel performing [the Services] (rounded [down by the Provider to the nearest quarter hour])];

[additional list items]

"Contract" means a particular contract made under these Terms and Conditions between the Provider and the Customer;

"Customer" means the person or entity identified as such in Section 1 of the Statement of Work;

"Customer Confidential Information" means any information disclosed by the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that, at the time of disclosure, was marked as confidential, was described by the Customer as confidential, or should have been reasonably understood by the Provider to be confidential;

"Customer Consumables" means the consumables owned or sourced by the Customer that are used, or to be used, by the Provider in the course of providing the Services;

"Customer Equipment" means the equipment owned or sourced by the Customer that is

used, or to be used, by the Provider in the course of providing the Services;

"Customer Premises" means any premises [owned or controlled by the Customer] at which the parties expressly or impliedly agree the personnel of the Provider shall provide Services;

"Customer Representatives" means the person or persons identified as such in Section 6 of the Statement of Work, and any additional or replacement persons that may be appointed by the Customer giving to the Provider written notice of the appointment;

"Effective Date" means [the date of execution of a Statement of Work incorporating these Terms and Conditions];

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including [power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars]);

"Minimum Term" means, in respect of the Contract, [the period [of 12 months beginning on the Effective Date]] OR [the period specified in Section 2 of the Statement of Work];

"Provider" means [[individual name] of [address]] OR [[company name], a company incorporated in [England and Wales] (registration number [registration number]) having its registered office at [address]] OR [[partnership name], a partnership established under the laws of [England and Wales] having its principal place of business at [address]];

"Provider Consumables" means the consumables owned or sourced by the Provider that are used, or to be used, by the Provider in the course of providing the Services;

"Provider Equipment" means the equipment owned or sourced by the Provider that is used, or to be used, by the Provider in the course of providing the Services;

"Provider Representatives" means the person or persons identified as such in Section 6 of the Statement of Work, and any additional or replacement persons that may be appointed by the Provider giving to the Customer written notice of the appointment;

"Services" means the cleaning services specified in Section 3 of the Statement of Work;

"Statement of Work" means a written statement of work agreed by or on behalf of each

of the parties;

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time.

## **2. Term**

**2.1** The Contract shall come into force upon the Effective Date.

**2.2** The Contract shall continue in force [indefinitely] OR [until:

(a) all the Services have been completed; and

(b) all the Charges have been paid in cleared funds,

upon which it will terminate automatically], subject to termination in accordance with Clause 20.

**2.3** Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

## **3. Services**

**3.1** The Provider shall provide the Services to the Customer in accordance with these Terms and Conditions.

**3.2** The Provider shall provide the Services [with reasonable skill and care] OR [in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry] OR [[specify standard(s)]].

**3.3** If the Customer believes that any element of the Services does not meet the standard specified in Clause 3.2, then the Customer must promptly notify the Provider and allow the Provider to investigate the matter (including where applicable allowing the Provider to inspect the results of those Services) and, if those Services do not meet that standard, re-perform those Services.

**3.4** The Provider shall devote such of its personnel's time and expertise to the

performance of the Services as may be necessary for their satisfactory and timely completion.

**3.5** The Provider shall comply with all reasonable requests and directions of the Customer in relation to the Services.

## **4. Services Appointments**

**4.1** The Provider shall provide the Services during appointments commencing on the date(s) and at the time(s) [specified in the Statement of Work] OR [agreed from time to time between the parties[ in writing]] OR [either specified in the Statement of Work or agreed from time to time between the parties[ in writing]].

**4.2** The Customer acknowledges that [work for other customers] may from time to time lead to the Provider's personnel arriving late for a Services appointment, and agrees that the Provider will not be in breach of the Contract by virtue of the Provider's personnel being not more than [3 hours] late for a Services appointment.

**4.3** If a party wishes to reschedule a Services appointment, then that party must give to the other party a written request for such rescheduling at least [5 Business Days] before the Services appointment is due to commence. In these circumstances, each party will use all reasonable endeavours to agree an alternative Services appointment.

**4.4** The Customer may cancel a Services appointment by giving to the Provider at least [14 days'] written notice of cancellation. If the Customer cancels a Services appointment in accordance with this Clause 4.4, then the Customer shall be released from any liability to pay Charges in respect of the relevant Services, and shall be entitled to a refund of any Charges previously paid in respect of those Services.

**4.5** If the Provider is unable to attend a Services appointment by reason of [personnel shortage or illness], then providing the Provider has used [reasonable] OR [all reasonable] endeavours to engage alternative personnel[ and does not cancel more than 2 consecutive Services appointments], the Provider may by written notice to the Customer cancel the Services appointment, in which case:

(a) the Provider shall not be in breach of these Terms and Conditions or otherwise liable

to the Customer in respect of a failure to supply the relevant Services; and  
(b) the Customer shall be released from any liability to pay Charges in respect of the relevant Services, and shall be entitled to a refund of any Charges previously paid in respect of those Services.

## **5. Provider Personnel**

**5.1** The Provider shall ensure that all personnel involved in the provision of the Services:

- (a) [have been interviewed by the Provider];
- (b) [have supplied proof of identity and satisfactory references to the Provider];
- (c) [have been properly trained and are adequately experienced in the provision of the Services]; and
- (d) [hold all necessary qualifications and certifications required for their work in relation to the Services].

[additional list items]

## **6. Customer Premises**

**6.1** The Customer shall:

- (a) [promptly provide to the Provider such access to the Customer Premises as is reasonably required by the Provider for the provision of the Services];
- (b) [maintain the Customer Premises in good order for the supply of the Services and in accordance with all applicable laws];
- (c) [if the Customer is not a consumer, be responsible for ensuring the health and safety of the Provider's personnel whilst they are at the Customer Premises];
- (d) [if the Customer is not a consumer, inform the Provider of all health, safety and security rules, regulations and requirements that apply at the Customer Premises];
- (e) [if the Customer is not a consumer, maintain reasonable insurance cover for the Provider's personnel whilst they are working at the Customer Premises (including reasonable public liability insurance)]; and
- (f) [ensure that no third party service provider will be working at the Customer Premises

during the provision of the Services at the Customer Premises by the Provider].

[additional list items]

**6.2** If the Customer is not a consumer, then in the performance of the Services at the Customer Premises, the Provider shall comply with all reasonable health, safety and security rules, regulations and requirements advised by the Customer to the Provider.

**6.3** The Provider shall use all reasonable measures to secure any keys, and any other means of access, supplied by the Customer to the Provider for the purpose of enabling the Provider's personnel to enter and work at the Customer Premises.

## **7. Customer Obligations**

**7.1** Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

(a) [co-operation, support and advice];

(b) [information and documentation]; and

(c) [governmental, legal and regulatory licences, consents and permits],

as are reasonably necessary to enable the Provider to perform its obligations under the Contract.

**7.2** The Customer must provide to the Provider access to [a water supply, a waste water disposal facility, a mains electricity supply and toilet facilities].

## **8. Provider Equipment and Provider Consumables**

**8.1** The Provider may[, with the consent of the Customer,] store the Provider Equipment and the Provider Consumables at the Customer Premises.

**8.2** The Customer must not use, move or otherwise interfere with Provider Equipment or the Provider Consumables stored at the Customer Premises, save with the express consent of the Provider, which is not to be unreasonably withheld or delayed.

**8.3** Save to the extent caused by the actions or omissions of the Provider, its personnel and/or its representatives, the Customer shall be responsible for all damage to and loss of Provider Equipment and Provider Consumables occurring at the Customer Premises.

**8.4** Within [10 Business Days] following the termination of the Contract, the Customer will [deliver to] OR [make available for collection by] the Provider all Provider Equipment and Provider Consumables in the possession or control of the Customer on the date of termination.

## **9. Customer Equipment and Customer Consumables**

**9.1** The Customer shall provide to the Provider the Customer Equipment and the Customer Consumables reasonably requested by the Provider for use in the provision of the Services.

**9.2** The Provider may only use the Customer Equipment and the Customer Consumables for the purpose of providing the Services.

**9.3** The Customer shall ensure that the Customer Equipment and the Customer Consumables are in good working order and suitable for use in the provision of the Services.

## **10. Representatives**

**10.1** The Customer shall ensure that [all instructions given by the Customer in relation to the matters contemplated in the Contract] will be given by a Customer Representative to a Provider Representative, and the Provider:

(a) may treat all such instructions as the fully authorised instructions of the Customer;

and

(b) [must not] OR [may decline to] comply with any other instructions in relation to that subject matter.

## **11. Charges**

**11.1** The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

**11.2** If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before

performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 11.2.

**11.3** All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated [inclusive of any applicable value added taxes] OR [inclusive of any applicable value added taxes if the Customer is a consumer, but otherwise exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider].

**11.4** The Provider may elect to vary [any element of the Charges] by giving to the Customer not less than [30 days'] written notice of the variation[ expiring [on any anniversary of the date of execution of the Contract]]], providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds[[ 2]% over] the percentage increase, during the same period, in [the Retail Prices Index (all items) published by the UK Office for National Statistics]].

## **12. Timesheets**

**12.1** The Provider must:

(a) ensure that the personnel providing Services[, the Charges for which will be based in whole or part upon the time spent in the performance of those Services,] complete reasonably detailed records of their time spent providing those Services; and

(b) retain such records during the Term, and for a period of [at least 12 months] following the end of the Term.

**12.2** Within [10 Business Days] following receipt of a written request, the Provider shall supply to the Customer copies of such of the timesheets referred to in Clause 12.1 and in the Provider's possession or control as the Customer may specify in that written request.



## **13. Payments**

**13.1** The Provider shall issue invoices for the Charges to the Customer [from time to time during the Term] OR [on or after the invoicing dates set out in Section 5 of the Statement of Work] OR [at any time after the relevant Services have been delivered to the Customer] OR [in advance of the delivery of the relevant Services to the Customer].

**13.2** The Customer must pay the Charges to the Provider within the period of [30 days] following [the issue of an invoice in accordance with this Clause 13] OR [the receipt of an invoice issued in accordance with this Clause 13].

**13.3** The Customer must pay the Charges by [debit card, credit card, direct debit, bank transfer or cheque] (using such payment details as are notified by the Provider to the Customer from time to time).

**13.4** If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:

(a) charge the Customer interest on the overdue amount at the rate of [8% per annum above the Bank of England base rate from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) if the Customer is not a consumer, claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **14. Provider's Confidentiality Obligations**

**14.1** The Provider must:

(a) keep the Customer Confidential Information strictly confidential;

(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent[, and then only under conditions of confidentiality [approved in writing by the Provider] OR [no less onerous than those contained in these Terms and Conditions]];];

(c) use the same degree of care to protect the confidentiality of the Customer

Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and

(d) act in good faith at all times in relation to the Customer Confidential Information.

**14.2** Notwithstanding Clause 14.1, the Provider may disclose the Customer Confidential Information to the Provider's [officers, employees, professional advisers, insurers, agents and subcontractors] who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

**14.3** This Clause 14 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Provider; or

(c) [is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality].

**14.4** The restrictions in this Clause 14 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

**14.5** The provisions of this Clause 14 shall continue in force [indefinitely following the termination of the Contract] OR [for a period of [5 years] following the termination of the Contract, at the end of which period they will cease to have effect].

## **15. Distance and Off-Premises Contracts: Cancellation Right**

**15.1** This Clause 15 applies if and only if the Customer enters into the Contract with the Provider as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**15.2** The Customer may withdraw an offer to enter into the Contract with the Provider at

any time; and the Customer may cancel the Contract entered into with the Provider at any time within the period:

- (a) beginning when the Contract was entered into; and
- (b) ending at the end of 14 days after the day on which the Contract was entered into, subject to Clause 15.3. The Customer does not have to give any reason for the withdrawal or cancellation.

**15.3** The Customer agrees that the Provider may begin the provision of services before the expiry of the period referred to in Clause 15.2, and the Customer acknowledges that, if the Provider does begin the provision of services before the end of that period, then:

- (a) if the services are fully performed, the Customer will lose the right to cancel referred to in Clause 15.2; and
- (b) if the services are partially performed at the time of cancellation, the Customer must pay to the Provider an amount proportional to the services supplied or the Provider may deduct such amount from any refund due to the Customer in accordance with this Clause 15.

**15.4** In order to withdraw an offer to enter into the Contract or cancel the Contract on the basis described in this Clause 15, the Customer must inform the Provider of the Customer's decision to withdraw or cancel (as the case may be). The Customer may inform the Provider by means of any clear statement setting out the decision. In the case of cancellation, the Customer may inform the Provider using the cancellation form that the Provider will make available to the Customer. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

**15.5** If the Customer withdraws an offer to enter into the Contract, or cancels the Contract, on the basis described in this Clause 15, the Customer will receive a full refund of any amount the Customer paid to the Provider in respect of the Contract, except as specified in this Clause 15.

**15.6** The Provider will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not

incur any fees as a result of the refund.

**15.7** The Provider will process the refund due to the Customer as a result of a cancellation on the basis described in this Clause 15 without undue delay and, in any case, within the period of 14 days after the day on which the Provider is informed of the cancellation.

## **16. Warranties**

**16.1** The Provider warrants to the Customer that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

**16.2** The Customer warrants to the Provider that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

**16.3** All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

## **17. Indemnity**

**17.1** The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Customer of these Terms and Conditions.

## **18. Limitation and Exclusions of Liability**

**18.1** Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law, and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

**18.2** The limitations and exclusions of liability set out in this Clause 18 and elsewhere in these Terms and Conditions:

(a) are subject to Clause 18.1; and

(b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

**18.3** The Provider will not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

**18.4** The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.

**18.5** The Provider will not be liable to the Customer in respect of any loss of revenue or income.

**18.6** The Provider will not be liable to the Customer in respect of any loss of business, contracts or opportunities.

**18.7** The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

**18.8** The liability of the Provider to the Customer under the Contract in respect of any event or series of related events shall not exceed the greater of:

(a) [amount]; and

(b) [the total amount paid and payable by the Customer to the Provider under the Contract in the [12 month] period preceding the commencement of the event or events].

**18.9** The aggregate liability of the Provider to the Customer under the Contract shall not exceed the greater of:

(a) [amount]; and

(b) [the total amount paid and payable by the Customer to the Provider under the Contract].

## **19. Force Majeure Event**

**19.1** If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract[ (other than any obligation to make a payment)], that obligation will be suspended for the duration of the Force Majeure Event.

**19.2** A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

**19.3** A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## **20. Termination**

**20.1** The Provider may terminate the Contract by giving to the Customer [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]]. The Customer may terminate the Contract by giving to the Provider [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

OR

**20.1** Either party may terminate the Contract by giving to the other party [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

**20.2** Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party commits any [breach] OR [material breach] of the Contract[, and the breach is not remediable];
- (b) [the other party commits a [breach] OR [material breach] of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of [30 days] following the giving of a written notice to the other party requiring the breach to be remedied]; or
- (c) [the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach)].

**20.3** Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[ (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract)]; or
- (d) [if that other party is an individual:
  - (i) that other party dies;
  - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
  - (iii) that other party is the subject of a bankruptcy petition or order.]

**20.4** The Provider may terminate the Contract immediately by giving written notice to the

Customer if:

(a) any amount due to be paid by the Customer to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) the Provider has given to the Customer at least [30 days'] written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 20.4.

## **21. Effects of Termination**

**21.1** Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 8.4, 12, 13.2, 13.4, 14, 17, 18, 21, 22.2, 25 and 26].

**21.2** Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

## **22. Status of Provider**

**22.1** The Provider is not an employee of the Customer, but an independent contractor.

**22.2** The termination of the Contract will not constitute unfair dismissal; nor will the Provider be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

## **23. Notices**

**23.1** Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

**23.2** Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 7 of the Statement of Work):



(a) [[delivered personally or sent by courier], in which case the notice shall be deemed to be received [upon delivery]]; or

(b) [sent by [recorded signed-for post], in which case the notice shall be deemed to be received [2 Business Days following posting]],

[additional list items]

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

**23.3** The addressee and contact details set out in Section 7 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 23.

## **24. Subcontracting**

**24.1** The Provider must not subcontract any of its obligations under the Contract without the prior written consent of the Customer[, providing that the Customer must not unreasonably withhold or delay the giving of such consent].

OR

**24.1** [The Provider may subcontract any of its obligations under the Contract[, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question].

**24.2** The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

## **25. General**

**25.1** No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

**25.2** If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or

enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

**25.3** The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

**25.4** The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to [any successor to all or a substantial part of the business of the Provider from time to time] OR [any third party][, providing that, if the Customer is a consumer, such action does not serve to reduce the guarantees benefiting the Customer under the Contract]. The Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.

**25.5** The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

**25.6** The main body of these Terms and Conditions and the Statement of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

**25.7** These Terms and Conditions shall be governed by and construed in accordance with [English law].

**25.8** The courts of [England] shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

## **26. Interpretation**

**26.1** In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

**26.2** The Clause headings do not affect the interpretation of these Terms and Conditions.

**26.3** References in these Terms and Conditions to "calendar months" are to [the 12 named periods (January, February and so on) into which a year is divided].

**26.4** In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

## **Statement of Work**

### 1. Customer details

The Customer is [[individual name] of [address]] OR [[company name], a company incorporated in [England and Wales] (registration number [registration number]) having its registered office at [address]] OR [[partnership name], a partnership established under the laws of [England and Wales] having its principal place of business at [address]].

### 2. Minimum Term

[Specify Minimum Term]

### 3. Specification of Services

[Specify Services]

### 4. Timetable

[Insert timetable]

### 5. Financial provisions

[Insert financial provisions]

### 6. Representatives

The Provider Representatives are: [identify representatives].

The Customer Representatives are: [identify representatives].

7. Contractual notices

[Provider contractual notices address details]