

Contract Cover Letter - DRAFT

Contract Information	
Contract Reference & Title	Contract Reference & Title
Contract Start Date	Contract Start Date
Completion Date	Completion Date
Contract Period (including extensions)	Contract Period
Total Contract Value	ex VAT
Annual Spend	ex VAT

Parties are to review the Standard Services Agreement and attached Annex/'s. A duly authorised representatives is to sign into agreement the Terms and Conditions of this Contract in the allocated boxes below.

Contract Signature			
Choose an item.			
Role	Name	Signature	Date
Comments:			
Company Name & Address			
Role	Name	Signature	Date
Comments:			

Standard Services Agreement - DRAFT

Contact Title

THIS AGREEMENT is made on

3 September 2025

BETWEEN

1. HA - (Company No. ...) of HA address (the "Employer");

and

2. Company - (Company No. ...) of Company address (the "Supplier"),

Collectively referred to as the "Parties". **RECITALS**

The Employer wishes to be provided with the Services (defined below) by the Supplier and the Supplier agrees to provide the Services to the Employer on the terms and conditions of this Agreement.

The following documents (the contract documents are) are incorporated in and form part of this contract:

1. XXX
2. XXX
3. XXX

Contents

1.	Key Terms	4
1.1.	Services	4
1.2.	Delivery of the Services	4
1.3.	Site	4
1.4.	Price	4
1.5.	Payment	4
1.6.	Domestic Reverse Charge for Building and Construction Services	5
2.	General Terms	5
2.1	Intellectual Property Rights	5
2.2	Warranty	5
2.3	Limitation of Liability	6
2.4	Term and Termination	6
2.5	Relationship of the Parties	7
2.6	Confidentiality	7
2.7	Notices	7
2.8	Miscellaneous	8
2.9	Force Majeure	9
2.10	No Partnership	9
2.11	Data Protection	9
3.	Amendments to existing clauses	Error! Bookmark not defined.
	Annex 1: Processing, Personal Data and Data Subjects	14

1. Key Terms

1.1. Services

(a) The Supplier shall provide the following services ("Services") to the Employer in accordance with the terms and conditions of this Agreement, and in accordance with the Invitation to Tender, Priced Schedule and Specification.

1.2. Delivery of the Services

(a) Start Date: The Service Provider shall commence the provision of the Services on [start date] ("Start Date") for a period of [contract period] years.

(b) Completion Date: The Service Provider shall complete the Services by [completion date] ("Completion Date") with the option to extend for a further [extension period] ("Extension Date").

1.3. Site

(a) The Supplier shall provide the Services at the following site(s): [site location]

1.4. Price

(a) As consideration for the provision of the Services by the Supplier, the price for the provision of the Services shall be [sums submitted in the Priced Schedule(s)] or [at a day rate of £x plus VAT] ("Price").

(b) The Employer shall not pay for the Supplier's out-of-pocket expenses.

(c) The Supplier shall not use a rate over and above the relevant rate or rates in the Pricing Schedule. In no circumstance will the Supplier be entitled to increase the Pricing Schedule.

(d) Prices submitted in Schedule [Schedule number used in tender] – Priced Schedule are to be fixed for the first twelve months of the contract until [year date from start of contract]. Subsequent price increases will then be agreed in advance on an annual basis. Any increases shall not exceed the latest published monthly percentage change in the Consumer Prices Index (CPI) at the time of the annual price increase review.

1.5. Payment

(a) On presentation of a correct invoice quoting the Employer Purchase Order and confirming that the Service has been performed, the Employer shall pay the Price to the Supplier.

- (b) The Employer shall pay the Supplier upon receipt of a valid and undisputed invoice, no later than 30 days from date of invoice.
- (c) The method of payment of the Price by the Employer to the Supplier shall be by:
 - i. BACS payment
 - ii. Any charges payable under the Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Supplier to the Employer under this Agreement and such shall be payable by the Employer to the Supplier in addition to all other charges payable hereunder.

1.6. Domestic Reverse Charge for Building and Construction Services

- (a) The Employer is an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. The Contractor is to issue the Employer with a normal VAT invoice, with VAT charged at the appropriate rate. The Employer will not account for the reverse charge.

2. General Terms

2.1 Intellectual Property Rights

- (a) The Supplier agrees to grant to the Employer a non-exclusive, irrevocable, royalty free license to use copy and modify any elements of the Material not specifically created for the Employer as part of the Services. In respect of the Material specifically created for the Employer as part of the Services, the Supplier assigns the full title guarantee of the Employer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Supplier shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Supplier and the Employer. For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by the Supplier to provide the Services and the products, systems, programs or processes, in whatever form, produced by the Supplier pursuant to this Agreement.

2.2 Warranty

- (a) The Supplier represents and warrants that:
 - i. It will perform the Services with reasonable care and skill; and
 - ii. The Services and the Materials provided by the Supplier to the Employer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.3 Limitation of Liability

- (a) Neither party seeks to exclude or limit its liability for:
- i. Death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);
 - ii. Fraudulent misrepresentations; or
 - iii. Any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- (b) Subject to the Employer's obligation to pay the Price to the Supplier, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- (c) To the extent it is lawful to exclude the following heads of loss and subject to the Employer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- (d) Shall indemnify the Employer in full without limit of liability for any direct loss of damage to the real or personal property of the Employer or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities awarded against or incurred by the Employer (including legal expenses on an indemnity basis) arising from the Supplier's negligence, any defect or fault in the Services or any act or omission of the Supplier in delivering the Services.
- (e) Nothing in this Clause 2.3 will service to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.4 Term and Termination

- (a) This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.4, until the Completion Date.
- (b) Both the Supplier and the Employer shall be entitled to terminate the Contract and/or Purchase Order by giving to the other not less than 30 days' notice in writing to that effect without prejudice to any rights or remedies for breach of Contract.
- (c) The Employer may terminate this Agreement before its Completion Date or Extension Date, for any reason or no reason, whether or not extended beyond its initial term, by giving the Supplier written notice 30 days in advance.
- (d) Either party may terminate this Agreement upon notice in writing if;

- i. The other is in breach of any material obligation contained in the Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
- ii. A voluntary agreement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

~~(e) [for European Employer and Suppliers only] If the Employer is a consumer and the Distance Selling Directive (97/7/EC) (the "Directive") applies to this Agreement, the Employer may terminate the Agreement within the relevant timescales prescribed by the regulations or laws in the relevant Member State which implement the requirements of the Directive in respect of a right for the Employer to withdraw from a contract. In the event of termination in accordance with this Clause 2.4(c), the liability of the Employer to the Supplier shall be as prescribed in the Directive or in any regulations of laws implementing its requirements in the relevant Member States.~~

(f) Any termination of the Agreement (howsoever occasioned) shall not affect accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or implication intended to come into or continue in force on or after such termination.

2.5 Relationship of the Parties

(a) The parties acknowledge and agree that the Services performed by the Supplier, its employees, agents or sub-Suppliers shall be as an independent Supplier and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Confidentiality

(a) Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.7 Notices

(a) Any notice which may be given by a Party under the Agreement shall be deemed to have been duly delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified

in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- i. First class post, 2 days from the date of posting;
- ii. Hand or by facsimile transmission, on the date of such delivery or transmission; and
- iii. Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.8 Miscellaneous

- (a) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- (b) If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- (c) Neither party shall assign or transfer all of any part of its rights under this Agreement without the consent of the other Party.
- (d) This Agreement may not be amended for any other reason without the prior written agreement of both parties.
- (e) This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, saved as may be expressly referred to or referenced herein, supersedes all proper representations, writings, negotiations or understandings with respect hereto.
- (f) Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- (g) This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, 2.7 and 2.8 of this Agreement shall survive any termination or expiration.
- (h) This Agreement shall be governed by the laws of the jurisdiction in which the Employer is located (or if the Employer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

2.9 Force Majeure

(a) For the purposes of the Contract “Force Majeure” shall include but not be limited to the following:

- i. War, Civil war, riot, revolution;
- ii. Natural disasters such as earthquakes, tidal waves and floods;
- iii. Explosions and fires; or
- iv. Strikes and labour disputes of all kinds; provided always that any act, event, omission, occurrence or non-occurrence will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

(b) Neither the Supplier nor the Employer shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in the performance of its obligations hereunder to the extent resulting from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations here under for the duration of such Force Majeure event.

(c) If any of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the others by the most expeditious method then available and shall inform the others of the period which it is estimated that such failure or delay shall continue.

2.10 No Partnership

(a) Nothing in the Contract and no action taken by the parties under the Contract shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party a partner, agent or legal representative of the other.

2.11 Data Protection

(a) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do shall be listed in Annex 1 by the Employer in any appropriate Call-Off Contract and may not be determined by the Supplier.

(b) The Supplier shall notify the Employer immediately if it considers that any of the Employer's instructions infringe the Data Protection Legislation.

(c) The Supplier shall provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include:

- i. a systematic description of the envisaged processing operations and the purpose of the processing;
 - ii. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - iii. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- (d) The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- i. process that Personal Data only in accordance with the instructions of the Employer and as set out within Annex 1 attached to any appropriate Call-Off Contract, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;
 - ii. ensure that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - iii. ensure that:
 - (a) the Staff do not process Personal Data except in accordance with this Agreement (and in particular Annex 1 to any appropriate Call-Off Contract);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the Supplier's duties under this Clause;
 - ii. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

- iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Employer or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data.
 - v. not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:
 - vi. at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.
- (e) Subject to Clause (f), the Supplier shall notify the Employer immediately if it:
- i. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - ii. receives a request to rectify, block or erase any Personal Data;
 - iii. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - v. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - vi. becomes aware of a Data Loss Event.
- (f) The Supplier's obligation to notify under Clause e) shall include the provision of further information to the Employer in phases, as details become available.
- (g) Taking into account the nature of the processing, the Supplier shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause e) (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:
- i. the Employer with full details and copies of the complaint, communication or request;

- ii. such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - iii. the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - iv. assistance as requested by the Employer following any Data Loss Event;
 - v. assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.
- (h) The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i. the Employer determines that the processing is not occasional;
 - ii. the Employer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - iii. the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (i) The Supplier shall allow for audits of its Data Processing activity by the Employer or the Employer's designated auditor.
- (j) The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- (k) Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
- i. notify the Employer in writing of the intended Sub-processor and processing;
 - ii. obtain the written consent of the Employer;
 - iii. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause Data Protection such that they apply to the Sub-processor; and
 - iv. provide the Employer with such information regarding the Sub-processor as the Employer may reasonably require.
- (l) The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- (m) The Employer may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

(n) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Employer may on not less than 30 Working Days' notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex 1: Processing, Personal Data and Data Subjects

The Supplier shall comply with any further written instructions with respect to data processing by the Employer.

Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	Receiving Personal Data in order to complete Works as instructed for project number and name XXX
Duration of the processing	From Start Date of Contract until the agreed Completion Date
Nature and purposes of the processing	The purpose is to receive Personal Data in order to complete Works as instructed for project number and name XXX
Type of Personal Data	Personal data including (but not limited to): names, address, date of birth, NI numbers, telephone number, Client alerts, bank information.
Categories of Data Subject	Staff (including volunteers, agents and temporary works), Customers, suppliers, members of public.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All data to be permanently destroyed in accordance with application data retention legislation.

