



STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

Business Tamer Limited (the “Service Provider”), whose registered office is at 380a New Hythe Lane, Larkfield, Aylesford, Kent ME20 6RZ, specialises in providing data protection consultancy services to business clients. The Service Provider possesses the necessary expertise, skills, and experience to deliver these services to a professional standard.

These Terms and Conditions set out the basis upon which the Service Provider will provide its services to clients and shall govern all contracts entered into for such provision.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Applicable Laws ”	means all laws, regulations, and statutory instruments in force that apply to the Parties, the Services, or to the Contract;
“ Business Day ”	means, any day (excluding Saturday and Sunday) when UK banks are open for normal business;
“ Business Hours ”	means 9:00am to 5:00pm on a Business Day;
“ Client ”	means the party procuring Services from the Service Provider under the Contract;
“ Client Equipment ”	means all equipment (including computer hardware and systems) provided or made accessible by the Client for the Services including any listed in the Schedule;
“ Client Materials ”	means all information, documents, and other materials provided by the Client for the Services, including any listed in the Schedule;
“ Commencement Date ”	means the date the Contract takes effect, as set out in Clause 2;
“ Confidential Information ”	means, any information disclosed by one Party to the other under the Contract, in any form, whether or not marked as confidential;
“ Contract ”	means the agreement between the Service Provider and the Client for the provision of Services under these Terms and Conditions;

“Data Protection Legislation”	means all UK laws on data protection and privacy including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended), and the Data (Use and Access) Act 2025;
“Fees”	means all sums payable by the Client to the Service Provider for the Services, as set out in Clause 5;
“Intellectual Property Rights”	means all rights in patents, inventions, copyright, trademarks, designs, databases, software, confidential information, and similar rights, whether registered or unregistered, including applications and renewals worldwide;
“Proposal”	means the proposed Services to be provided by the Service Provider to the Client;
“Schedule”	means the written description of the Services agreed by the Client and the Service Provider as detailed in the Proposal; and
“Services”	means the services to be provided by the Service Provider to the Client under the Contract, as defined in the Proposal.

- 1.2 Any reference to “writing” includes any communication sent by email, or messaging app.
- 1.3 References to legislation include amendments or re-enactments, and subordinate legislation.
- 1.4 “These Terms and Conditions” includes any amendments or supplements.
- 1.5 “The Contract” refers to the agreement between the Parties as defined in Clause 2.
- 1.6 “Party” or “Parties” refers to the parties to the Contract.
- 1.7 References to other agreements or documents include amendments or supplements.
- 1.8 An obligation not to do something includes not permitting it to be done.
- 1.9 Headings are for convenience only and do not affect interpretation.
- 1.10 Singular includes plural and vice versa.
- 1.11 References to gender include all genders.
- 1.12 References to persons include individuals and legal entities.
- 1.13 References to a company include all corporate bodies, wherever incorporated.

2. **Basis of Contract**

- 2.1 The Contract begins on the date the Client provides written acceptance of the Proposal.
- 2.2 These Terms and Conditions govern the Contract. Except as stated in Clause 17 (Variation), any other terms proposed by the Client or implied by custom or practice are excluded.

- 2.3 Marketing materials, brochures, samples, or similar issued by the Service Provider are for information only and do not form part of the Contract.

3. Provision of the Services and Service Provider's Obligations

- 3.1 From the Commencement Date, the Service Provider will provide the Services for the term of the Contract.
- 3.2 Services will comply with the Schedule in all material respects.
- 3.3 Services will be delivered with reasonable skill and care, in line with UK data protection best practice.
- 3.4 The Service Provider will use reasonable efforts to meet agreed performance dates.
- 3.5 The Service Provider will follow reasonable Client instructions, provided they align with the Schedule.
- 3.6 The Service Provider will ensure that all personnel assigned to the Client will be suitably skilled and experienced.
- 3.7 Client Materials will be used only as necessary for service delivery, kept secure, and returned or disposed of as instructed.
- 3.8 Where access to Client premises or facilities is provided, the Service Provider will use them only as necessary and comply with all health, safety, and security requirements.

4. Client's Obligations

- 4.1 The Client shall provide:
 - a) Reasonable co-operation to enable service delivery;
 - b) Required Client Materials with the necessary authorisations;
 - c) Access to premises or facilities as agreed, and inform the Service Provider of applicable health, safety, and security rules.
- 4.2 The Client may issue reasonable instructions compatible with the Schedule.
- 4.3 The Client will provide decisions, approvals, or other communications promptly when required.
- 4.4 Delays or failures caused by the Client's non-compliance or omissions are not the Service Provider's responsibility.

5. Fees, Payment, and Records

- 5.1 Fees are set out in the Schedule and are the sole consideration for the Services.
- 5.2 Unless agreed otherwise in writing, the Fees include all costs and expenses incurred by the Service Provider.
- 5.3 The Service Provider will invoice the Client as detailed in the Schedule.
- 5.4 Payment is due within 7 Business Days of invoice receipt.
- 5.5 Payments must be in GBP, in cleared funds, to the account specified on the invoice.

- 5.6 If a payment date falls on a non-Business Day, payment may be made on the next Business Day.
- 5.7 All sums are exclusive of VAT. The Service Provider is not registered for VAT.
- 5.8 If the Client disputes an invoice:
 - a) Notify the Service Provider promptly in writing;
 - b) Non-payment of disputed sums will not breach the Contract;
 - c) Pay undisputed sums by the due date;
 - d) After resolution, pay agreed sums within 7 Business Days;
 - e) Refunds or credit notes will be issued within 7 Business Days;
 - f) Any balancing payment will be made within 7 Business Days.
- 5.9 Late payments incur interest at 4% per annum above the base rate of the Bank of England, calculated daily until paid in full.
- 5.10 All payments must be made in full without set-off or deduction, except as required by law.
- 5.11 The Service Provider will maintain accurate records to calculate sums payable.

6. Intellectual Property Rights

- 6.1 The Client (and its licensors, if applicable) retains all Intellectual Property Rights in Client Materials.
- 6.2 The Client grants the Service Provider a non-exclusive, royalty-free licence to use, copy, and modify Client Materials during the Contract term, only as necessary to provide the Services.

7. Confidentiality

- 7.1 Each Party agrees, during the Contract and for 12 months after termination, to:
 - a) Keep all Confidential Information secure;
 - b) Not disclose any Confidential Information to any other party;
 - c) Use any Confidential Information only for purposes under the Contract; and
 - d) Ensure its personnel comply with these obligations.
- 7.2 Confidential Information may be disclosed to:
 - a) Sub-contractors or suppliers;
 - b) Government or regulatory authorities; or
 - c) Employees or officers of the above.
- 7.3 Before disclosure (except to authorities), the disclosing Party must inform recipients that the information is confidential and obtain a written undertaking to keep it confidential.
- 7.4 Either Party may use or disclose information that becomes public through no fault of that Party, but only to the extent it is public.

7.5 These obligations continue after Contract termination.

8. Law and Policies

8.1 The Service Provider will, at its own expense:

- a) Comply with the Applicable Laws; and
- b) Follow health, safety, and security rules at any Client premises or agreed facilities.

8.2 Each Party will promptly inform the other of any changes to Applicable Laws.

9. Data Protection

9.1 Both Parties will comply with the Data Protection Legislation when handling personal data.

9.2 The Service Provider will use Client personal data as described in its Privacy Notice, available from www.businessstamer.co.uk.

9.3 Where necessary the Parties will enter into a Non-Disclosure or Data Sharing Agreement.

10. Insurance

The Service Provider will maintain professional indemnity and public liability insurance with a reputable insurer for the Contract term and for 12 months after termination.

11. Liability

11.1 Claims for direct financial loss are permitted unless excluded under sub-Clause 11.2.

11.2 Neither Party is liable for:

- a) Loss of profits;
- b) Loss of sales or business;
- c) Loss of business opportunity;
- d) Loss of agreements or contracts;
- e) Loss of anticipated savings;
- f) Loss or corruption of data;
- g) Loss of, or damage to, goodwill; or
- h) Indirect or consequential loss.

11.3 Liability is not limited for death or injury caused by negligence, fraud, wilful misconduct, or any liability that cannot be excluded by law.

11.4 The Service Provider's total liability is capped at the price paid for the Services in the 12 months before the claim.

11.5 This cap excludes court-awarded costs or interest for late payment.

11.6 The Service Provider is liable for:

- a) Refunds for Services not provided as agreed;
 - b) Wasted expenditure; and
 - c) Losses from third-party claims arising from its acts or omissions.
- 11.7 Subject to the above provisions of this Clause 11, the Client's rights under the Contract are in addition to common law remedies.

12. **Force Majeure**

- 12.1 For the purposes of the Contract, a "Force Majeure Event" means circumstances beyond a Party's reasonable control, including but not limited to: utility failures; supplier non-performance; building collapse; fire; explosion; natural disasters (storm, flood, drought, earthquake, epidemic, pandemic); terrorism; civil unrest; war; sanctions; nuclear or chemical contamination; or government actions such as import/export restrictions.
- 12.2 If a Force Majeure Event affects a Party's ability to perform, it must notify the other Party promptly and take reasonable steps to mitigate its impact.
- 12.3 Subject to 12.1, neither Party is liable for delays or non-performance caused by a Force Majeure Event, and deadlines will be extended accordingly.
- 12.4 If performance is prevented for more than 3 months, the Parties will discuss ways to alleviate the impact or agree alternative arrangements.

13. **Termination**

- 13.1 Either Party may terminate the Contract by giving 3 months' written notice.
- 13.2 Either Party may terminate immediately by written notice if:
- a) A payment remains unpaid for 1 month after written demand;
 - b) The other Party commits a material breach and fails to remedy it within 1 month of notice;
 - c) The other Party enters administration, receivership, bankruptcy, or similar insolvency proceedings;
 - d) The other Party ceases or threatens to cease trading;
 - e) Any analogous action occurs in any jurisdiction due to debt.
- 13.3 A breach is considered capable of remedy if full compliance is possible.

14. **Effects of Termination**

On termination or expiry:

- 14.1 All outstanding sums become immediately payable.
- 14.2 The Service Provider must return all Client Materials and Equipment and remain responsible for them until returned.
- 14.3 The Service Provider is not obliged to retain Client documents after termination and may destroy them; it accepts no liability for loss after destruction.
- 14.4 Each Party must stop using the other's Confidential Information and return any related documents (except as allowed under Clause 7).

14.5 Termination does not affect rights or liabilities accrued before termination, including claims for breach.

14.6 Any provisions intended to survive termination remain in force.

15. No Waiver

Failure or delay in exercising rights under the Contract is not a waiver of those rights, nor is a waiver of one breach a waiver of subsequent breaches.

16. Further Assurance

Each Party will take any necessary steps to give full effect to the Contract.

17. Variation

No changes to the Contract, including additional terms, are valid unless agreed in writing and signed by both Parties or their authorised representatives.

18. Severance

If any provision of the Contract is found unlawful, invalid, or unenforceable, it will be removed, and the remainder of the Contract will remain valid.

19. Assignment and Sub-Contracting

The Contract is personal to the Parties. Neither Party may assign, transfer, or delegate rights or obligations without the other Party's written consent, which will not be unreasonably withheld.

20. Third Party Rights

20.1 The Contract does not confer rights on any third party; the Contracts (Rights of Third Parties) Act 1999 does not apply.

20.2 The Contract remains binding on successors and permitted assignees of both Parties.

21. Relationship of the Parties

Nothing in the Contract creates a partnership, joint venture, agency, or fiduciary relationship beyond the contractual terms agreed.

22. Notices

22.1 Notices are deemed given:

- a) On delivery, if sent by courier or other messenger during normal business hours; or
- b) When sent by email during business hours, or when business hours resume if sent outside them; or

- c) At 10:00am on the second Business Day after posting, or at the recorded delivery time for first-class or next-day services.

23. Entire Agreement

- 23.1 The Contract is the entire agreement between the Parties regarding its subject matter.
- 23.2 Each Party confirms it has not relied on any statement or assurance except those expressly set out in the Contract.

24. Law and Jurisdiction

- 24.1 The Contract, including any non-contractual obligations, is governed by the laws of England and Wales.
- 24.2 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

Agreed and accepted by:

Signed:.....

PRINT NAME:.....

On behalf of:.....

Date:.....

Schedule

COPY FROM PROPOSAL