Dated

**The Crown Estate Commissioners**

- and -

**[*insert name of Supplier*]**

**Services Agreement**

- IN RELATION TO -

**[*Insert brief description of Services*]**

The General Counsel

The Crown Estate
1 St James's Market
London
SW1Y 4AH

**This Agreement** is made on

**Between**

(1) **The Crown Estate Commissioners** on behalf of His Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961 whose principal place of business is at 1 St James's Market, London, SW1Y 4AH (the "**Client**"); and

(2) The party identified as the Supplier in the Agreement Particulars (the "**Supplier**").

**IT IS AGREED as follows**

# Interpretation

Terms defined in the General Conditions annexed hereto will have the same meaning where used in this Form of Agreement.

# Agreement documents

The Agreement is constituted by the following documents, in order of precedence:

* + 1. this Form of Agreement (save for the 'Services' set out in the Agreement Particulars below);
		2. Schedule 1, General Conditions; and
		3. the 'Services' set out in the Agreement Particulars below.
		4. Schedule 2, Details of the Data Processing Activities **[;and][.]**
		5. **[*insert details of additional schedules if applicable*]**

# agreement

* 1. The Supplier will perform the Services in accordance with this Agreement.
	2. The Client will pay the Supplier for the performance of the Services in accordance with this Agreement.

# Agreement Particulars

| **Subject** | **Details** |
| --- | --- |
| **Supplier** | Name |  |
| Organisation type\*☐tick whichever is applicable  | [ ]  a company incorporated in England and Wales [ ]  a limited partnership established in England and Wales |
| Registration number |  |
| Registered office address |  |
| **Key dates** | Services Start Date  |  |
| **Key staff****(Clause --)** | List names |  |
| **Insurances****(Clause 7)** | Insurance type and level of cover \*☐tick whichever is applicable |
| [ ] Professional indemnity insurance | £....................................[ ]  for each and every claim or series of claims arising out of one event [ ]  in the annual aggregate |
| [ ] Public liability | £.................................... |
| **Charges****(Clause 5)** | [ ]  **OPTION A** (Fixed fee) | £....................................  |
| Instalments | Amount | Due date for invoice |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| [ ]  **OPTION B**(Fixed fee to be agreed, based on fixed rates and subject to the cap) | £.................................... cap |
| Role (i.e. director, associate) | Hourly rate |
|  | £ |
|  | £ |
|  | £ |
| [ ]  **OPTION C**Rates and prices  | Personnel/materials | Rate / fee |
|  | £ |
|  | £ |
|  | £ |
|  | £ |
| **Services** (describe the Services to be provided by the Supplier) |  |

**SIGNED BY THE PARTIES**

**THE CLIENT**

**SIGNED FOR AND ON BEHALF OF**

**THE CROWN ESTATE COMMISSIONERS**

**……………………………………….**

**SIGNATURE**

**……………………………………….**

**NAME (PRINTED)**

**……………………………………….**

**TITLE**

**THE CONSULTANT**

**SIGNED FOR AND ON BEHALF OF [ ]**

**……………………………………….**

**SIGNATURE**

**……………………………………….**

**NAME (PRINTED)**

**……………………………………….**

**TITLE**

**SCHEDULE 1**

**GENERAL CONDITIONS**

**1. INTERPRETATION**

* + - 1. **Definitions**:

**Agreement**: The agreement between the Client and the Supplier for the supply of the Services in accordance with the Form of Agreement and the General Conditions.

**Agreement Particulars** means the particulars set out in this Agreement.

**Business Day:**  a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:**  the charges set out in the selected option(s) in the Agreement Particulars and clause 5.

**Conditions:**  these terms and conditions set out in [clause](file://crownestate/Res/Usr/Red/HQ/E-G/gyazbeck/Desktop/GY%20Windsor%20Gates%20Services%20agreement%20short%20form.rtf#co_anchor_a987444_1) 1(Interpretation) to clause 16 (General) (inclusive).

 **Client Materials:**  all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier]. *Please delete if this is not relevant*.

**Force Majeure Event:** means the occurrence of acts, events or circumstances beyond the reasonable control of the relevant Party, including, without limitation, pandemics and/or epidemics, natural disasters or the outbreak of hostilities.

**Form of Agreement** means the Form of Agreement to which these General Conditions are annexed;

**General Conditions** means these conditions comprising Schedule 1 to the Agreement;

**Services**: the services to be provided by the Supplier pursuant to this Agreement, as described in the Agreement Particulars.

**Services** **Start Date:**  the day on which the Supplier is to start provision of the Services, as set out in the Agreement Particulars.

**1.** **Interpretation**:

**(a)**  A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

**(b)**  Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**(c)**  A reference to **writing** or **written** includes email.

**2.**  **COMMENCEMENT AND TERM**

**2.1** This Agreement shall commence on the Services Start Date as set out in the Agreement Particulars and shall continue, unless terminated earlier in accordance with its terms, [until the [NUMBER] anniversary of the Services Start Date] or [until either party gives to the other not less than [NUMBER] months’ written notice to terminate] (the “Term”).

[*Please specify the duration you decide to adopt.]*

**3.**  **SUPPLY OF SERVICES**

**3.1** The Supplier shall supply the Services to the Client for the Term and in accordance with this Agreement;

**3.2** The Supplier shall provide the Services upon request by the Client with all reasonable speed;

**3.3** The Supplier shall provide the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade, and shall co-operate with the Client in all matters relating to the Services, and comply with all instructions of the Client;

**3.4** The Supplier shall provide all equipment, tools, vehicles and other items required to provide the Services, and

**3.5** The Supplier shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client’s premises from time to time and are notified to the Supplier.

[*Any Other General or specific Obligations? Will TCE be supplying any materials? Please specify if 3.4 Is applicable]*

**4.**  **CLIENT’S OBLIGATIONS**

**4.1** The Client shall provide such access to the Client’s premises as requested by the Supplier and agreed with the Client for the purposes of providing the Services.

**5.**  **CHARGES AND PAYMENT**

**5.1** In consideration of the Supplier providing the Services, the Client shall pay the Supplier the Charges set out in the Agreement Particulars in accordance with this clause 5.

5**.2** All amounts payable by the Client exclude amounts in respect of value added tax (**VAT**) but includes all expenses and disbursements.

**5.3** The Client shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.

**5.4** If the Client fails to make any payment due to the Supplier under this Agreement by the due date for payment, then the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum at the rate of 3% above the base rate from time to time of the Bank of England.

**6.**  **INDEMINIFICATION**

The Supplier shall indemnify and keep the Client indemnified against all demands, claims, legal actions, damages, payments, losses, costs and other liabilities (“losses”) that the Client suffers resulting from the Services provided by the Supplier or which breaks any of the obligations under this Agreement.

**7.**  **INSURANCE**

7.1 Without prejudice to its other obligations and liabilities under this Agreement and applicable legislative requirements, the Supplier shall effect and maintain the insurances identified and levels of cover specified in the Agreement Particulars. Where:

* + - * 1. Professional indemnity insurance applies, it shall be maintained from the date of this Agreement until the expiry of 12 years from the date of termination or expiry of this Agreement; and
				2. Public liability insurance applies, it shall be maintained for the duration of the performance of the Services and the level of cover shall apply for any one occurrence or series of occurrences arising out of one event.

7.2 The Supplier shall produce to the Client upon written request satisfactory evidence of the insurance arrangements identified in the Agreement Particulars within 48 hours of being so required and the Supplier shall notify the Client in writing immediately if it ceases for any reason to have the cover identified. If the Supplier is in breach of any of its obligations under this clause 7 the Client may take out insurance to cover some or all of the loss or damage which might result from a breach of this Agreement by the Supplier and the Client may deduct from any sums due to the Supplier or otherwise recover from the Supplier the costs and expenses incurred.

[OR if only public liability insurance is required the above can be deleted and the following 7.1 and 7.2 can be used instead:]

7.1 Without prejudice to its other obligations and liabilities under this Agreement and applicable legislative requirements, the Supplier shall effect and maintain public liability insurance for the duration of the performance of the Services and the level of cover shall apply for any one occurrence or series of occurrences arising out of one event.

7.2 The Supplier shall produce to the Client upon written request satisfactory evidence of the insurance arrangements set out in clause 7.1 above within 48 hours of being so required and the Supplier shall notify the Client in writing immediately if it ceases for any reason to have the cover identified. If the Supplier is in breach of any of its obligations under this clause 7 the Client may take out insurance to cover some or all of the loss or damage which might result from a breach of this Agreement by the Supplier and the Client may deduct from any sums due to the Supplier or otherwise recover from the Supplier the costs and expenses incurred.

**8.**  **TERMINATION**

**8.1** The provisions of this clause 8 are without prejudice to any other rights and remedies of either party under this Agreement or at law.

**8.2** The Client may terminate this agreement on written notice to the Supplier in the following situations:

(a) by giving at least seven (7) days written notice to the Supplier if the Supplier commits a material breach of its obligations under this Agreement which is not capable of remedy or, where capable of remedy, does not remedy such material breach within 21 days of written notice given to it by the Client specifying such breach and requiring its remedy;

(b) at any time and for whatever reason in its sole discretion, by giving at least 28 day notice to the Supplier, or

(c) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or having a receiver appointed to any of its assets or ceasing to carry on business.

**8.3** Upon termination of this Agreement the Client shall pay to the Supplier such proportion of the Charges as is commensurate with the Services properly performed by the Supplier up to the date of termination less the amount of any payment in respect of the Charges previously made.

**8.4**  Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

 [**8.4** On termination of this Agreement for whatever reason the Supplier shall immediately return to the Client all Client Materials.] *This will be included if Materials will be provided by TCE*.

**9. SUBCONTRACTING AND ASSIGNMENT**

9.1 The Supplier may not subcontract or transfer any or all of its rights or obligations under this Agreement without the prior written consent of the Client. If the Client consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

9.2 The Supplier may not assign this Agreement without the prior written consent of the Client.

**10. FORCE MAJEURE**

* + - 1. [Provided it has complied with clause 10.3, if the Supplier is directly prevented from performing any of its obligations under this Agreement due to the occurrence of a Force Majeure Event the Supplier shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
			2. The Client’s corresponding obligations will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Supplier.
			3. The Supplier shall:
		1. as soon as reasonably practicable after the start of the Force Majeure Event, but not later than two days from its start, notify the Client in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
		2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
			1. If the Force Majeure Event prevents the Supplier’s performance of its obligations for a continuous period of more than twelve weeks, the Client may terminate this agreement by giving not less than four weeks’ written notice to the Supplier.]

**11. CONFIDENTIALITY**

The Supplier shall not release any confidential information about the Client or its business which the Supplier receives in connection with this Agreement unless:

1. the Supplier has permission in writing;
2. the Supplier needs to release the information pursuant to its obligations under this Agreement; or
3. the law states that the Supplier must release the information.

**12. FREEDOM OF INFORMATION**

The Supplier acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Supplier must, as soon as possible, co-operate with the Client and give the Client any information requested to enable the Client to meet its responsibilities.

**13.** **DATA PROTECTION**

1. 1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
	2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor (where **Controller** and **Processor** have the meanings as defined in the Data Protection Legislation).
	3. Schedule 2 sets out the scope, nature and purpose of the processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal Data)) and categories of data subject.
	4. Without prejudice to the generality of clause 13.1, the Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Processor for the duration and purposes of this Agreement.
	5. Without prejudice to the generality of clause 13.1, the Processor shall, in relation to any Personal Data processed in connection with the performance by the Processor of its obligations under this Agreement:
		1. process that Personal Data only on the written instructions of the Controller unless the Processor is required by applicable laws to process Personal Data. Where the Processor is relying on applicable laws as the basis for processing Personal Data, the Processor shall promptly notify the Controller of this before performing the processing required by such applicable laws unless those applicable laws prohibit the Processor from so notifying the Controller;
		2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
		3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
		4. not transfer any Personal Data to a third country outside of the UK and European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
			1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
			2. the data subject has enforceable rights and effective legal remedies;
			3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
			4. the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
		5. assist the Controller, at the Controller’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
		6. notify the Controller without undue delay on becoming aware of a Personal Data breach;
		7. at the written direction of the Controller, delete or return Personal Data and copies of Personal Data to the Controller on the expiry of or earlier termination of this Agreement unless required by applicable law to store the Personal Data; and
		8. maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Controller or the Controller’s designated auditor.
	6. The Processor shall indemnify and keep the Controller indemnified against all claims, demands, actions and proceedings made or brought and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with any obligation binding on the Processor under this clause 13.
	7. The Processor shall not engage another Processor without prior specific or general written authorisation of the Controller. In the case of general written authorisation, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Processors, thereby giving the Controller opportunity to object to such changes. The Processor shall procure that any sub-Processor appointed by it in accordance with this Agreement complies with obligations (including this one) equivalent to those binding on the Processor under this clause 13.

**14. BRIBERY ACT**

14.1 The Supplier shall:

* + 1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
		2. have due regard to the Client's anti-bribery and anti-corruption policy;
		3. promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and
		4. take all measures necessary to ensure that its employees, agents and subcontractors do not do anything on behalf of the Client which would constitute a breach of the Bribery Act 2010 by the Client.

14.2 The Supplier shall ensure that any person associated with the Supplier who is performing the Services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14 and shall be responsible for the observance and performance by such persons of the relevant terms.

**15. ANTI-SLAVERY AND HUMAN TRAFICKING**

15.1 The Supplier shall:

(a) comply with all applicable laws, statutes, regulations relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015;

(b) have due regard to the Client's Anti-slavery and human trafficking policy.

15.2 The Supplier shall include in its contracts with its sub-contractors (if any), terms equivalent to those imposed on the Supplier in this clause 15.

**16.**  **GENERAL**

**16.1** **Partnership.** Nothing in this Agreement shall create a partnership between the Supplier and the Client and nothing in this Agreement will make His Majesty or any individual Crown Estate Commissioner liable in connection with this Agreement.

**16.2** **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**16.3** **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16.4** **Waiver.**

1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**16.5** **Notices.**Any notice to be given shall be in writing and shall be deemed to be duly given if it is delivered by hand at or sent by recorded, signed for or special delivery post to the above mentioned addresses of the Parties or other business addresses for the time being as notified by the Parties from time to time. In the case of notices delivered by hand, the same shall be deemed to have been received on the day of delivery and in the case of notices sent by recorded, signed for or special delivery post, the same shall be deemed to have been received the day after it has been posted.

**16.5** **Third party rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**16.7** **Governing law and jurisdiction.** This Agreement and all matters relating thereto shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

schedule 2

* 1. Details of the Data Processing Activities

This Schedule forms part of the Services Agreement and must be completed and signed by the parties.

Data subjects

The Client Personal Data concerns the following categories of data subjects (please specify):

[to be completed based on the specific agreement; let us know if you would like us to suggest formulations depending on the types of data likely to be transferred under typical types of agreements]

Categories of data

The Client Personal Data concerns the following categories of data (please specify):

[to be completed based on the specific agreement; let us know if you would like us to suggest formulations depending on the types of data likely to be transferred under typical types of agreements]

Special categories of data (if appropriate)

The Client Personal Data concerns the following special categories of data (please specify):

[to be completed based on the specific agreement; let us know if you would like us to suggest formulations depending on the types of data likely to be transferred under typical types of agreements]

Processing operations

The Client Personal Data will be subject to the following basic processing activities (please specify):

[to be completed based on the specific agreement]

Duration

The Client Personal Data will be processed by the Supplier for the duration of the Services.