

Sample Document



Nviron Limited

SERVICES AGREEMENT

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SERVICES AGREEMENT NO:

Agreement

BETWEEN

AND

Nviron Limited
Chester Road
Preston Brook
Runcorn
WA7 3FR

Date of Commencement of Agreement:

Minimum Period of Duration of Agreement:

Signed for and on behalf of:

Signed for and on behalf of:

..... Nviron Limited
(The Customer)

Signature: Signature:

Name: Name:

Title: Title:

Date: Date:

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SERVICES AGREEMENT

1. Nviron Limited OBLIGATIONS

- 1.1 Nviron Limited shall provide to the Customer the Services defined in Schedule 1.
- 1.2 The Customer locations and systems for which the Services will be provided are as defined in Schedule 2.

2. CUSTOMER OBLIGATIONS

- 2.1 The Customer shall make available to Nviron Limited the computer facilities, telecommunications and other resources necessary for the provision of the Services under this Agreement at no charge to Nviron Limited.
- 2.2 The Customer shall in addition fulfil such Service User Responsibilities as are defined in Schedule 1.
- 2.3 The Customer shall permit its name to be quoted by Nviron Limited to its customers and potential customers as a user of its Services.

3. DURATION

- 3.1 This Agreement shall commence on the Date of Commencement of Agreement and remain in force for at least the Minimum Period of Duration of Agreement.
- 3.2 This Agreement shall continue in force until terminated in accordance with Clause 8.

4. CHARGES AND PAYMENTS

- 4.1 The charges and payments due under this Agreement are as defined in Schedule 3. The charges specified in Schedule 3 are exclusive of VAT, which shall be added in accordance with prevailing legislation.
- 4.2 If any payment due from the Customer under this Agreement has not been made to Nviron Limited by its due date, then Nviron Limited is permitted to levy additional charges on a day-to-day basis amounting to the interest on overdue amounts at the rate of 4% above the National Westminster Bank Base Rate in force from time to time.
- 4.3 Nviron Limited may from time to time review charges taking into account inflation and other general cost factors unless this Agreement is specifically deemed 'Fixed Price' in Schedule 3.
- 4.4 Nviron Limited shall give the Customer not less than three months' written notice of amendments to the charges and payments set out in Schedule 3 of this Agreement, where they may be affected by reviews under Clause 4.3.

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5. **ASSIGNMENT**

- 5.1 Neither the Customer nor Nviron Limited shall assign or otherwise transfer this Agreement without the prior written consent of the other party.

6. **LIABILITY**

- 6.1 Neither the Customer nor Nviron Limited shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond the control of the party (whether happening in the United Kingdom or elsewhere) including but not limited to force majeure, Act of God, refusal of licence (including refusal or revocation by any duly constituted telecommunications authority of consent in respect of data communications equipment) or other government act, fire, explosion, accident, civil commotion, industrial dispute or impossibility of obtaining materials.
- 6.2 Nviron Limited shall not be liable for delay, failure, breakdown, damage, loss or injury caused by any of the following:
- 6.2.1 Equipment, programs, and services supplied by the Customer or any third party.
- 6.2.2 Equipment or programs supplied by Nviron Limited but modified without the written consent of Nviron Limited by the Customer or any third party.
- 6.2.3 Any requirements of British Telecommunications plc or other telecommunications authority.
- 6.3 Nviron Limited' liabilities to the Customer or any other party arising under or in connection with this Agreement (whether arising from negligence, contract or howsoever) shall not exceed the annual charge if this Agreement has a Minimum Period of Duration of at least one year, and shall not exceed the total charges payable under this Agreement if this Agreement has a Minimum Period of Duration of less than one year. In no event shall Nviron Limited be responsible for any indirect or consequential loss or damage (including loss of profits) even if Nviron Limited has been advised of the possibility of such consequences.

7. **CONFIDENTIALITY**

- 7.1 In its performance of the Services hereunder Nviron Limited shall be involved with a variety of the Customer's computer systems and may be engaged in programming of software and providing of support services and in doing so shall be provided with or have the chance to observe information relating to the Customer's business (the "Information"). Nviron Limited hereby undertakes to keep confidential all particulars of the Information and shall not disclose such to any third party or reproduce such in any form whatsoever except with the prior and express consent in writing of the Customer.
- 7.2 During the course of this Agreement the Customer may learn of or observe aspects of Nviron Limited' business and its methods and the Customer hereby undertakes to keep confidential all particulars thereof except those which are in the public domain and those which are known to the Customer prior to the date of this Agreement.

- 7.3 Unless otherwise agreed the undertakings of confidentiality contained in 7.1 and 7.2 above shall survive for a period of two years after termination of this Agreement for whatever cause.

8. **TERMINATION**

- 8.1 The Customer may terminate this Agreement:

- 8.1.1 At any time after the expiry of the Minimum Period of Duration of the Agreement by giving Nviron Limited not less than three months' notice in writing.
- 8.1.2 Immediately if a Receiver is appointed over Nviron Limited' business.
- 8.1.3 By written notice at any time to Nviron Limited if Nviron Limited is in serious breach of this Agreement and Nviron Limited has failed to remedy the breach within fifteen working days of written notice from the Customer to do so.

- 8.2 Nviron Limited may terminate this Agreement:

- 8.2.1 At any time after the expiry of the Minimum Period of Duration of the Agreement by giving the Customer not less than three months' notice in writing.
- 8.2.2 Immediately if a Receiver is appointed over any part of the Customer's business.
- 8.2.3 By written notice at any time to the Customer if the Customer is in serious breach of this Agreement (including failure to pay any charges due by the due date) and the Customer has failed to remedy the breach within fifteen working days of written notice from Nviron Limited to do so.

- 8.3 Termination will not discharge the Customer or Nviron Limited from obligations under Clause 7 of this Agreement or from payment of charges due at the effective date of termination.

9. **MISCELLANEOUS**

- 9.1 All captions, titles and sub-headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting the provisions of this Agreement.
- 9.2 This Agreement shall be governed by the Laws of England.

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SCHEDULE 1 - Definition of Services

SCHEDULE 2 - Definition of Customer Locations and Systems

SCHEDULE 3 - Charges and Payments as at Date of Commencement of Agreement