

# BUSINESS AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## PARTIES:

Party A (Service Provider / Seller): \_\_\_\_\_

Registered Address: \_\_\_\_\_

Company Number: \_\_\_\_\_

Party B (Client / Buyer): \_\_\_\_\_

Registered Address: \_\_\_\_\_

Company Number: \_\_\_\_\_

## RECITALS:

WHEREAS, Party A is engaged in the business of providing certain goods and/or services; AND WHEREAS, Party B desires to obtain such goods and/or services from Party A on the terms set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

## 1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them: "Confidential Information" means all information disclosed by one Party to the other in connection with this Agreement that is designated as confidential or that ought reasonably to be considered confidential; "Effective Date" means the date on which this Agreement comes into force as specified above.

## 2. SERVICES

Party A agrees to provide to Party B the goods and/or services as described in Schedule 1 attached hereto and made part of this Agreement. Party A shall perform the Services with due skill, care, and diligence in accordance with best industry standards.

## 3. TERM

This Agreement shall commence on the Effective Date and shall continue for the duration specified in Schedule 2 unless terminated earlier in accordance with the provisions herein.

## 4. PAYMENT

Party B shall pay Party A the fees and charges set forth in Schedule 3 in accordance with the payment terms specified therein. All payments shall be made in GBP unless otherwise agreed in writing.

## 5. CONFIDENTIALITY

Each Party shall keep confidential all Confidential Information obtained from the other Party and shall not disclose such information to any third party except to its employees, agents, or professional advisers on a need to know basis and subject to equivalent confidentiality obligations.

## 6. INTELLECTUAL PROPERTY

All intellectual property rights arising from or related to the Services shall be owned by Party A unless otherwise agreed in writing. Party B is granted a non-exclusive, non-transferable licence to use any deliverables solely for its internal

business purposes.

## **7. WARRANTIES AND REPRESENTATIONS**

Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement. Party A warrants that the Services will be performed in a professional and workmanlike manner.

## **8. LIMITATION OF LIABILITY**

Neither Party shall be liable to the other for any indirect, incidental, consequential, special or punitive damages arising out of or in connection with this Agreement. Party A's total aggregate liability shall not exceed the amount paid by Party B under this Agreement in the preceding six (6) months.

## **9. TERMINATION**

Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. Either Party may terminate immediately upon written notice if the other Party commits a material breach and fails to remedy it within fourteen (14) days of notice.

## **10. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performing its obligations due to causes beyond its reasonable control including, but not limited to, acts of God, war, terrorism, labour disputes, government actions, or natural disasters.

## **11. ASSIGNMENT**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to a successor in interest in connection with a merger or sale of substantially all assets.

## **12. NOTICES**

All notices under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered mail, or by recognized overnight courier service to the addresses set out above or such other address as either Party may notify in writing.

## **13. ENTIRE AGREEMENT**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, and representations.

## **14. AMENDMENTS**

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

## **15. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **16. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes arising out of or in connection with this Agreement.

## **17. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as

original signatures.

**18. DATA PROTECTION**

Each Party shall comply with all applicable data protection legislation in connection with the processing of any personal data under this Agreement. A separate Data Processing Agreement may be entered into if necessary.

**19. COMPLIANCE WITH LAWS**

Each Party agrees to comply with all applicable laws, regulations, and codes of practice in performing their obligations under this Agreement.

**20. DISPUTE RESOLUTION**

The Parties agree to attempt to resolve any dispute arising out of or in connection with this Agreement amicably through negotiation. If unresolved, the dispute shall be referred to mediation before commencing any court proceedings.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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