



Standard Terms and Conditions

This Contract sets out the terms on which RPMI, registered in England, Registration No 02315380 whose registered office is at 7th Floor, Exchange House, 12 Exchange Square, London, EC2A 2NY ("RPMI") will buy certain goods and/or services from the company or person named in the Purchase Order ("Supplier") (each "a Party" and together "the Parties").

Definitions The following definitions apply to this Contract.

Approval means the written approval of an authorised representative of RPMI.

Charges the payment RPMI will make to the Supplier in return for the Supplier providing the Goods and/or Services.

Commencement Date the date of RPMI's Purchase Order or the date on which the Supplier begins supplying the Goods and/or Services to RPMI, whichever date is the earliest.

Confidential Information any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, or information relating to either Party's personnel, customers, clients and suppliers.

Consents means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by law and all necessary consents and agreements from third parties needed to supply the Goods and/or Services under this Contract.

Contract these terms and conditions together with the Purchase Order and any Specification.

Default Notice a notice setting out the default and, if the default can be put right, the action needed to put it right and the timescale within which it must be put right.

Delivery Address the address stated on the Purchase Order.

Force Majeure Event acts of war, government decision, riots, civil commotion and any event or circumstance which is beyond the Parties control but excluding any strike or labour dispute of the Supplier's staff or any of its subcontractors failing to provide the Goods and/or Services.

Fraud any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud RPMI.

Goods all goods, materials or articles which RPMI asks the Supplier to provide to RPMI under this Contract as set out in the Purchase Order and/or the Specification (as applicable).

Group in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of that Group.

Intellectual Property Rights all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in **Confidential Information**, (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Purchase Order any order which is placed on RPMI's official order form and to which these terms and conditions apply.

Purchase to Pay System the system used by RPMI to manage a Purchase Order and to which these terms and conditions apply.

Property(ies) the places where the Supplier will carry out the Services or deliver the Goods which are set out in the Specification or the Purchase Order (as applicable).

Regulatory Body an organisation which is set up either by law or in some other way, and whose regulatory powers apply to either of the Parties.

Services the services to be provided by the Supplier to RPMI under this Contract which are described in the Purchase Order and/or the Specification (as applicable).



Specification the description included in the Purchase Order or any other written description RPMI may have provided setting out the type of Goods and/or Services the Supplier will provide and the standard of the Goods and/or Services the Supplier will deliver under this Contract.

“Subsidiary or Subsidiaries” means a subsidiary or the subsidiaries of RPMI.

TUPE the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time.

VAT Value added tax.

Working Day between 8:00am and 5:30pm Monday to Friday, but not including any days which are bank holidays or public holidays in the United Kingdom.

2. Ordering of Goods and Services

2.1. RPMI will place any orders for Goods and/or Services in writing using a Purchase Order through the Purchase to Pay System which will set out the Goods and/or Services RPMI require from the Supplier and the dates on which RPMI require them from the Supplier.

2.2. If RPMI places a Purchase Order with the Supplier this will constitute an offer by RPMI to buy the Goods and/or Services from the Supplier subject to this Contract. If there is no Purchase Order relating to the Goods and/or Services, RPMI is not under any obligation to pay for the Goods and/or Services under this Contract.

2.3. These terms and conditions will apply to the Contract between the Parties and no other terms or conditions on any quotation or any other document the Supplier has given to RPMI, will apply to the provision of the Goods and/or Services under this Contract.

2.4. The Supplier must raise any queries with RPMI's Purchase Order in writing within seven (7) days of the date of RPMI's Purchase Order otherwise RPMI will be entitled to treat the Purchase Order as accepted by the Supplier. Delivery of the Goods or performance of the Services will also be deemed to constitute acceptance of the Purchase Order.

2.5. No Purchase Order or variation to a Purchase Order or to these terms and conditions will be binding on the Parties unless they are issued or confirmed on RPMI's official printed order forms and approved by an authorised representative of RPMI.

3. Start and length of this Contract

3.1. This Contract will start on the Commencement Date and will continue in force until the date on which the Supplier has delivered the Goods and/or completed the Services in accordance with all Purchase Orders and/or Specifications (as applicable); or the date on which either Party ends the Contract under clause 18 (Termination), whichever event happens earliest.

4. Your Responsibilities

4.1. The responsibilities in clauses 4.2 to 4.4 below (inclusive) are conditions of this Contract.

4.2. The Supplier will provide the Goods and/or Services to RPMI with reasonable skill and care.

4.3. When providing the Goods and/or Services, the Supplier will: a) employ enough people, with suitable ability, skill, knowledge, training and experience to properly provide the Goods and/or supervise the Services; b) follow all codes of practice, performance ratings and quality standards applicable to the Goods and/or Services; c) act in accordance with all legal regulations which apply to the Goods and/or Services at the relevant time; d) comply with RPMI's Supplier Code of Conduct to ensure slavery and human trafficking is not taking place in the provision of the Goods and/or Services.

4.4. The Supplier will either have in place or will ensure that it complies with RPMI's relevant policies, procedures and codes of conduct (collectively referred to as "Policies" for the purpose of this clause 4.4), including but not limited to those relating to anti bribery, anti-fraud, gifts and hospitality, whistle-blowing, data protection, environmental issues, health and safety, equality and diversity and modern slavery. RPMI either will request to see and approve the Supplier's Policies or will provide the Supplier with copies of RPMI's relevant Policies upon request, as appropriate.

4.5. The Supplier will ensure that its staff, volunteers and permitted subcontractors are aware of and comply with their responsibilities under all policies and procedures within this Contract as well as any legal requirements, which relate to the Goods and/or Services.

4.6. The Supplier must provide the Goods and/or Services at the location, on the dates and in the manner stated in the Purchase Order or the Specification (as applicable).

4.7. The Supplier will appoint a Contract Manager in accordance with clause 8 (Contract Management) of this Contract, who will be responsible for ensuring fulfilment of this Contract by the Supplier and who will be available to help if RPMI have any issues or queries relating to the Goods and/or Services. 4.8.

The Supplier warrants to RPMI that: a) it has full capacity and authority and all necessary Consents to enter into this Contract; b) in entering into this Contract it has not committed any Fraud; c) it has not engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, nor has it been subjected to any investigations relating to the same and has in place its own policies and procedures to ensure compliance with the Bribery Act 2010; d) it has in place a protective marking or security policy acceptable to RPMI; e) it has taken appropriate steps to ensure that its business and supply chains are free from slavery and human trafficking; f) it owns or has obtained valid licences for all Intellectual Property Rights necessary for the performance of this Contract; g) it maintains adequate insurance cover against all losses, liabilities and risks normally insured by a person carrying out the same business as the Supplier; h) it is not subject to any litigation or contractual obligation which is likely to have an adverse effect on its ability to perform obligations under this Contract; and i) no proceedings or other steps have been taken (nor to the best of its knowledge are threatened) for the winding up of the Supplier, or its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Suppliers assets or revenue.

4.9 Without prejudice to the right of RPMI to claim on any other basis or take advantage of any other remedies available to it, if any warranty set out in clause 4.8 is breached or proves to be untrue or misleading, the Supplier shall pay to RPMI on demand the amount necessary to put RPMI into the position they would have been in had the warranty not been breached or had not been untrue or misleading, including without limitation, all costs, expenses, damages, reasonable legal fees and costs incurred by RPMI as a result of such breach or the warranty being untrue or misleading.

5. Our Responsibilities

5.1. In order to help the Supplier provide the Goods and/or Services RPMI will: a) provide the Supplier with access to the Properties as it may reasonably need and at the times the Parties agree; b) tell the Supplier about any health and safety rules and regulations and any other reasonable security requirements that apply at any of the Properties; and c) appoint a Contract Manager in accordance with clause 8 (Contract Management) of this Contract, who will be available to help the Supplier if it has any issues or queries relating to the Goods and/or Services.

6. Terms relating to Goods

6.1. The Supplier must:

6.1.1 comply with all applicable laws and regulations concerning the manufacture, packaging, packing and delivery of the Goods;

6.1.2 allow RPMI to inspect or test the Goods during manufacture, processing or storage at the Supplier's premises or the premises of any supplier, but RPMI will only carry out any inspection or testing at reasonable times;

6.1.3 mark the Goods in accordance with RPMI's instructions and any applicable laws and regulations and pack and secure them so that they reach the Delivery Address in an undamaged condition;

6.1.4 Supply RPMI with any instructions or other information, which RPMI may need to accept delivery of the Goods and to make use of the Goods;

6.2. RPMI will be entitled to reject any Goods delivered to it which are not in accordance with this Contract, and RPMI will not be deemed to have accepted any Goods until it has had a reasonable time to inspect them after they have been delivered to the Delivery Address.

6.3. Where the Supplier cannot give RPMI the date for delivery of the Goods until after RPMI has placed a Purchase Order, the Supplier must give RPMI reasonable advance notice of the date for delivery.

6.4. RPMI may not accept any invoices for partial delivery of the Goods.

6.5. Risk of, damage to or loss of the Goods will pass to RPMI on delivery to the Delivery Address and acceptance of the Goods by RPMI.

6.6. Ownership of the whole of the Goods will pass to RPMI upon delivery to the Delivery Address, unless RPMI pays the Supplier for the Goods before delivery, in which case it will pass to RPMI once RPMI has paid for the Goods concerned.

6.7. The Supplier warrants to RPMI that the Goods:



6.7.1 will be of satisfactory quality and fit for any purpose the Supplier has told RPMI they will be fit for or which RPMI has set out in its Purchase Order;
6.7.2 will be free from defects in design, material and workmanship; 6.7.3 will correspond with the Specification (where relevant); and; 6.7.4 will comply with all legal requirements and regulations relating to the sale of goods.

7. Invoicing and payments

7.1. In return for the Supplier carrying out its obligations under this Contract and subject to clause 2.2 above, RPMI will pay the Supplier the Charges.
7.2. The Charges will be as set out in the Purchase Order.
7.3. Where the Supplier submits an invoice to RPMI, RPMI will pay the Supplier the Charges each month in arrears, within thirty (30) days of receipt of a valid invoice.
7.4. Any invoice the Supplier sends to RPMI must quote the Purchase Order number otherwise RPMI will not pay the invoice.
7.5. The Charges include all materials, equipment, packaging, insurance, storage and delivery and the Supplier will not charge RPMI for any extra costs or expenses whatsoever unless they are agreed in advance with RPMI's Contract Manager.
7.6. The Charges do not include VAT. If VAT is due, RPMI will pay this on top of the Charges, if the Supplier provides RPMI with a valid VAT invoice.
7.7. The Charges will not be varied while this Contract is in force unless RPMI agree in writing to a different price for the Goods and/or Services.
7.8. If RPMI has not paid the Supplier the Charges within thirty (30) days of a valid invoice, the Supplier may charge RPMI interest on the amount of any late payment (unless RPMI disagrees with the unpaid amount). The interest will be worked out every day, from the date RPMI should have paid the Charges to the date when RPMI actually make the payment. The interest rate that will apply will be two per cent (2%) over the base rate of Barclays Bank plc.
7.9. If any query about mistakes in the Charges cannot be settled within twenty (20) Working Days of either Party raising the query, either Party may ask for the matter to be dealt with under clause 21 (Disputes) and an appropriate adjustment to the Charges will be made once the disagreement is settled or decided.
7.10. RPMI will be entitled to set off any sums the Supplier owes to RPMI against the Charges.
7.12 The Supplier must ensure that any sub-contract for the Goods and/or Services contains payment provisions reflecting those in clause 7.3 above.

8. Contract Management

8.1. From the Commencement Date the Parties must both appoint a person who can enforce the rights and powers under this Contract and this person will be called the "Contract Manager". 8.2. At the date of the Purchase Order, the Parties will provide each other with details in writing of the people appointed to act as Contract Managers, including their name, email address and contact telephone number. If RPMI has not provided details of a Contract Manager, then the preparer named on the Purchase Order will be deemed to be RPMI's Contract Manager. 8.3. Either Party will be entitled to change the Contract Manager at any time, but at least five (5) Working Days' notice in writing must be given unless, for reasons beyond either Party's control, this is not possible in which case notice must be given as early as possible. 8.4. The Contract Manager must make sure they share appropriate information about the quality standards and reporting requirements of this Contract with the staff who are connected with the Contract.

9. Legal duties

9.1. The Supplier must fully co-operate with RPMI when RPMI are carrying out any legal duty and give RPMI any information or help it may need, as long as RPMI has given the Supplier reasonable notice.
9.2. For example, the Supplier must allow RPMI's employees or authorised agents to: a) speak to the Supplier's employees; and b) look at all the information, reports, financial accounts, documents and records the Supplier has or has access to; who or which are relevant to this Contract or the Goods and/or Services. 9.3. The Supplier must also allow RPMI to take copies of the information referred to in clause 9.2.b) above. 9.4. RPMI will treat any information the Supplier provides under this clause 9 as Confidential Information.

10. Audit and information

10.1. The Supplier shall keep and maintain until six (6) years after the Contract has ended or for such other period as RPMI may agree with the Supplier, accurate, up-to-date and complete records relating to the Supplier's obligations under this Contract ("Records"). 10.2. At RPMI's reasonable request the Supplier must provide RPMI with all Records, which RPMI may ask for to assess how the Supplier is performing its obligations under this Contract.

10.3. The Supplier must tell RPMI if, in relation to the Supplier or any member of its Group, there is: a) a change in who controls most of the shares in, or the voting rights among shareholders or members; b) a change of control within the meaning of Section 1124 of the Corporation Taxes Act 2010; c) a merger with another organisation; d) a transfer of activities to another organisation; e) a transfer of business to another organisation; f) an inquiry by a Regulatory Body into the affairs as a result of any misconduct or mismanagement; or g) a withdrawal or cancellation (or threatened withdrawal or cancellation) of any registration required to provide any of the Goods and/or Services. 10.4. Failure to comply with clauses 10.1 and 10.2 above may at RPMI's discretion result in termination of the Contract in accordance with clause 18.2 (material default).

10.5. RPMI may terminate this Contract with immediate effect by giving notice in writing to the Supplier within 6 months of: a) being notified that an event in clause 10.3 has occurred; or b) where no notification of an event in clause 10.3 has been made, the date that the Supplier becomes aware of the event; but RPMI shall not be permitted to terminate where an Approval was granted prior to an event in clause 10.3.

10.6 The Supplier will allow RPMI to carry out any audits and on-site assessments (at RPMI's discretion) and provide access to the Supplier's staff (at reasonable times) to allow RPMI to determine whether the Supplier is involved in any modern slavery.

11. Data Protection Act

11.1. For the purposes of this Clause, the terms "Data Controller", "Data Processor", "Data Subject" "Personal Data", "Process", "Processing" and "Sensitive Personal Data" shall have the meaning prescribed under the Data Protection Act and GDPR.

11.2. In performing its obligations under this Contract, the Supplier agrees to comply with the Data Protection Act and GDPR as it applies to the Goods and/or Services provided under this Contract.

11.3. Notwithstanding the general obligation in clause 11.2 above, where the Supplier is Processing Personal Data and/or Sensitive Personal Data as a Data Processor for RPMI the Supplier shall: (a) process the Personal Data only in accordance with instructions from RPMI; (b) comply with all applicable laws; (c) Process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Supplier's obligations under this Contract; (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure; (e) take reasonable steps to ensure the reliability of its staff who may have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data; (f) not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of RPMI; (g) not disclose the Personal Data to any third parties in any circumstances other than with the written consent of RPMI or in compliance with a legal obligation imposed upon RPMI; (h) co-operate with RPMI to enable RPMI to comply with any request under section 7 of the DPA; and (i) notify RPMI within three (3) Working Days if it receives: (i) a request from a Data Subject to have access to that person's Personal Data; or (ii) a complaint or request relating to obligations under the DPA.

11.4 The Supplier shall be liable to RPMI for loss or corruption of any data or software owned by RPMI or for which RPMI is responsible to the owners for its security if and to the extent that such loss or corruption results from an act or omission of the Supplier or from any default of the Supplier.

11.5 The Supplier shall indemnify and keep RPMI, its employees and agents indemnified at all times from and against all actions, claims, demands, proceedings, damages, costs and expenses (including reasonable legal costs) in consequence of or in connection with any breach of clause 11 (data protection) and/or any act or omission of the Supplier which results in a loss or corruption of data.

12. Health and safety



12.1. The Supplier must protect the health, safety and wellbeing of its staff, volunteers and sub-contractors at all times. The Supplier must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and codes of practice in force at the relevant time.

12.2. The Supplier must ensure that its staff observe all health and safety rules and regulations and any other security requirements RPMI informs the Supplier about (which must be reasonable) at any of RPMI's premises or any of the Properties.

13. Confidentiality

13.1. The Parties must do all they can to make sure that they (and any person employed or appointed to provide the Goods and/or Services) will: a) only use Confidential Information for the purposes of this Contract; and b) not release any Confidential Information to anyone else without the other Party's permission in writing (which RPMI will be entitled to refuse without giving any reason).

13.2. The Parties can release Confidential Information to any consultant, contractor or other person involved with this Contract or who is involved in providing the Goods and/or Services, as long as the party releasing the information ensures that such persons are made aware of and comply with the provisions of this clause 13 and provided the Party releasing the information remains liable for any acts or omissions of their consultants, contractors or other persons that result in a breach of these confidentiality provisions.

13.3. The restrictions in clause 13.1 and 13.2 above will continue to apply after the Contract has come to an end, but they will not apply (whether while this Contract is in force or when it has ended) to information which: a) is available to the public (except if this is as a result of either Party breaching this clause); b) either Party has to release by law; c) was already in a Party's possession without any restriction as to its use; d) either Party receives from someone else who is not restricted from disclosing it; or e) a Party must release to a Regulatory Body.

14. Intellectual Property Rights

14.1. Nothing in this Contract shall affect the ownership of any Intellectual Property Rights existing prior to the date of or generated outside the scope of this Contract, which the Parties may make available to each other. Any Intellectual Property created, generated or developed from the Goods and/or Services shall be owned by RPMI, whether made by RPMI, by the Supplier or by both Parties together and the Supplier agrees that it will sign any deeds or documents which may be necessary to transfer any Intellectual Property Rights in the Goods and/or Services to RPMI.

14.2. If any Intellectual Property Rights which RPMI needs to use in respect of the Goods and/or Services are owned by a third party and the Supplier is unable to transfer them to RPMI, the Supplier agrees that it will grant RPMI a licence to use such Intellectual Property Rights, or obtain permission from the third party for RPMI to use such Intellectual Property Rights without charge and with no limit in time for the purpose of using the Goods and/or Services.

14.3. The Supplier shall indemnify and keep RPMI, its employees and agents indemnified at all times from and against all actions, claims, demands, proceedings, damages, costs and expenses (including reasonable legal costs) in consequence of or in connection with any alleged or actual infringement (whether or not under English law) of any third party's Intellectual Property Rights or other rights arising out of the supply of the Goods and/or Services.

14.4. The Supplier agrees that if RPMI receives a claim from any third party claiming that the Supplier has passed on their Intellectual Property Rights illegally or without permission, the Supplier will pay RPMI the amount of money that is claimed from RPMI by the third party without RPMI having to take the Supplier to court to enforce this right. Any claim RPMI may make from the Supplier under this clause 14 will be unlimited in value.

15. Insurance

15.1. The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier arising out of its performance of this Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

15.2. The Supplier shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.

15.3. The Supplier shall give RPMI, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies. 15.4. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Contract, RPMI may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

15.5. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the Supplier's responsibility to determine the amount of insurance cover that will be adequate to enable it to satisfy any liability referred to in clauses 15.1 and 15.2 above.

15.6. Where relevant to the Services provided, the Supplier shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or subcontractors involved in the provision of the Services hold and maintain appropriate cover. Such insurance shall be maintained for a minimum of six (6) years following the expiration or earlier termination of the Contract.

16. Liabilities

16.1. Neither Party excludes or limits its liability for: a) death or personal injury caused by negligence; b) Fraud or fraudulent misrepresentation; c) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

16.2. Subject to clause 16.4, the Supplier shall indemnify and keep RPMI, its employees and agents indemnified at all times from and against all losses, liabilities, actions, claims, demands, proceedings, damages, costs and expenses (including reasonable legal costs), whether arising under statute, contract or at common law in consequence of or arising in connection with the provision of the Goods and/or Services, unless they have been caused by the negligence of RPMI.

16.3. Without prejudice to any other rights or remedies that RPMI may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for breach of clause 13 (confidentiality) by the Supplier. Accordingly, RPMI shall be entitled to the remedies of injunction, specific performance or other equitable relief for a breach of that clause.

16.4. Subject to clause 16.1 above, neither Party will be liable to the other for any: a) loss of profits; b) loss of business; c) loss of revenue; d) loss of or damage to goodwill; e) loss of savings (whether anticipated or otherwise); and/or f) any indirect or consequential loss or damage.

17. Defaults

17.1. If the Supplier breaches any of the terms of this Contract, RPMI will be entitled to serve the Supplier with a Default Notice. This will not affect any of RPMI's other rights, either under this Contract or by law.

17.2. If RPMI serves the Supplier with a Default Notice which relates to a default that can be put right, the Default Notice will tell the Supplier what RPMI considers the default to be and the timescale in which RPMI expects the Supplier to put things right.

17.3. The Supplier will be entitled to apply clauses 17.1 and 17.2 above to RPMI but if the default involves RPMI failing to pay the Supplier the Charges on time, it must allow RPMI a minimum of thirty (30) Working Days to rectify the position and pay the Charges. 17.4. If there is any disagreement between the Parties as to whether there has been a default, or about the action that needs to be taken or the timescale within which the action is to be taken, either Party can refer the matter for resolution in accordance with clause 21 (Disputes).

17.5. If a defaulting Party fails to put right a default within the timescale set out in any Default Notice or within the timescale specified in clause 17.3 above the non-defaulting Party will be entitled to end this Contract immediately by giving notice in writing.

18. Termination

18.1. A Party will be entitled to give the other Party notice ending this Contract immediately if: a) being an individual, the Party is declared bankrupt, or a bankruptcy petition is filed against the Party at court, or the Party tries to make an arrangement for the benefit of creditors; b) the Party is a corporate organisation and: has a receiver, administrative receiver or liquidator appointed; a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with, or assignment for



the benefit of, its creditors; a shareholders' meeting is convened for the purpose of considering a winding-up resolution or a winding-up resolution is passed; a winding-up petition is presented or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened; an application is made for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; is or becomes insolvent; being a "small company" within the meaning of Sections 382 and 284 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or any event similar to those listed in this clause 18.1.a) or 18.1.b) occurs c) that other Party commits or causes anyone else to commit any criminal offence in providing the Goods and/or Services (except for any minor offence or minor traffic offence); or d) in relation to any contract that other Party, or any person employed by that Party or acting on its behalf, commits an offence under the Prevention of Corruption Acts 1889-1916, the Bribery Act 2010 or gives any fee or reward to anyone which is an offence under section 117(2) of the Local Government Act 1972.

18.2. RPMI will be entitled to end this Contract with immediate effect by giving written notice to the Supplier if any of the warranties in clause 4.8 are breached or found to be untrue.

18.3. RPMI will be entitled to end this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a material default that in RPMI's reasonable opinion cannot be remedied or that the Supplier has not remedied to RPMI's reasonable satisfaction within twenty (20) Working Days or within any other timeframe specified in the Default Notice.

18.4. RPMI will be entitled to end this Contract by giving one (1) months' notice if the Goods and/or Services do not meet the standards set out in the Purchase Order or Specification (as applicable).

18.5. RPMI may end all or part of this Contract for any reason by giving the Supplier at least one (1) months' notice in writing.

18.6. When this Contract ends, the Supplier must give RPMI all the information, files, and documents which RPMI gave the Supplier under this Contract or which the Supplier produced while carrying out its responsibilities under this Contract. 18.7. The Supplier must not keep any copies of the information referred to in clause 18.6 above unless RPMI gives permission or the Supplier has to do so by law.

19. Transferring and subcontracting the Contract

19.1. The Supplier must get RPMI's permission in writing if it wants to: a) transfer its rights in this Contract to any other party; or b) sub-contract any of its responsibilities under this Contract. RPMI will not unreasonably withhold or delay giving the Supplier permission, as long as RPMI considers the other person to be suitable.

19.2. If RPMI gives the Supplier permission to subcontract the Contract, the Supplier is still liable to RPMI for all of the Supplier's obligations set out in this Contract including the ones it may have subcontracted. The Supplier will be responsible for the acts, failures and neglect of any subcontractor or any employee or agent of any subcontractor, as if they were the Supplier's own acts, failures and neglect.

20. Agency

20.1. The Supplier must not tell anyone, or allow any of its employees or agents to tell anyone, that it is an agent or servant of RPMI or hold itself out to be an agent or servant of RPMI. 20.2. The Supplier must not enter into any contract on RPMI's behalf or in any way claim that the Supplier is authorised to do so.

21. Disputes

21.1. If the Parties disagree about anything related to this Contract, and it cannot be resolved by the Contract Managers within twenty (20) Working Days, then either Party may tell the other's Contract Manager in writing that it wants the disagreement to be referred to a meeting at director level to resolve, negotiating on the basis of good faith.

21.2. If after twenty (20) Working Days following the directors' meeting referred to in clause 21.1 above the dispute has not been resolved then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.

21.3. If the Parties cannot agree on the identity of the mediator, then either Party may request CEDR to appoint one. The Model Procedure will be amended to take account of any relevant provisions in this Contract or any other contract which the Parties may enter into.

21.4. The Parties must use best endeavours to ensure that the mediation starts within twenty (20) Working Days of service of the notice referred to in clause 21.2 above and pay the mediator's fee in equal shares.

21.5. Any agreement reached as a result of mediation shall be binding on both Parties, but if the disagreement has not been settled by mediation within ten (10) Working Days of the mediation starting then either Party may commence legal proceedings.

21.6. Neither Party shall be prevented by this clause 21 from taking steps in relation to court proceedings to protect its position, including applying for interim relief or pursuing proceedings to prevent limitation periods from expiring or to protect employees, agents, clients or customers.

22. Variations to the Contract

22.1. A variation to this Contract (including to the nature of the Services) will only be valid if it has been agreed in writing and signed by both Parties.

23. Waiver

23.1. If either Party fails to enforce or delays in enforcing any right or solution which it is entitled to under this Contract or by law, this does not mean that the Party no longer has this right or solution.

23.2. If either Party ignores a default on the part of the other, this does not mean that any future default will be ignored.

23.3. No waiver will be effective unless it is: a) clear that it is a waiver; b) in writing; and c) signed by the authorised officer as appropriate.

24. Information and Retendering

24.1. At RPMI's reasonable request and within fifteen (15) Working Days of a request from RPMI, the Supplier must provide RPMI with any information asked for (at no cost to RPMI) to help RPMI prepare the necessary documents to appoint another person to provide the Goods and/or Services in the Suppliers place.

24.2. The Supplier must make sure that all the information given to RPMI is accurate, and give RPMI permission to use any of the information in the course of its work.

25. TUPE

25.1. Subject to the Supplier's obligations under clause 11 (Data Protection Act) and clause 13 (Confidentiality) it must give RPMI the information it needs to meet its responsibilities under TUPE when either this Contract comes to an end or it no longer applies to a particular Service.

25.2. The Supplier must give RPMI the information referred to in clause 25.1 above: a) within twenty (20) Working Days of RPMI's reasonable request made at any time in the nine (9) months before this Contract comes to an end; or b) (if this Contract or its application to a particular Service is terminated on notice) within twenty (20) Working Days of the Supplier giving or receiving notice of any such termination; or c) if this Contract or its application to a particular Service is terminated immediately) within twenty (20) Working Days of such termination.

26. Prevention of Fraud and Prevention of Corruption

26.1. The Supplier must take all reasonable steps to prevent Fraud by its staff, volunteers and sub-contractors when fulfilling the obligations under this Contract.

26.2. The Supplier will notify RPMI immediately if it suspects that any Fraud or corruption is happening or is likely to happen. 26.3. The Supplier will not offer or give RPMI or any of its staff any gift or reward as an incentive for entering enter into this Contract or any other contract with the Supplier. The Supplier will not show any favouritism to any person in relation to this Contract or any other contract with RPMI and the Supplier will also refrain from doing anything in order to give an advantage to any person.



26.4. The Supplier agrees that it has not paid any commission to RPMI or agreed to pay any commission to any staff employed by RPMI in connection with this Contract.

26.5. In performing its obligations under this Contract, the Supplier agrees to comply with the Bribery Act 2010 as it applies to Goods and/or Services provided under this Contract. 26.6. If RPMI discovers that the Supplier or any of its staff has breached any of the terms this clause 26 in relation to this or any other contract with RPMI, RPMI may end this Contract immediately and claim from the Supplier any fines or penalties RPMI is liable to pay and any costs RPMI incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods and/or Services to be provided for the remainder of the Contract period.

27. Validity 27.1. If one or more of the terms of this Contract are no longer valid or cannot be enforced under any law, the rest of this Contract will continue in full force. 27.2. If this happens, both Parties will enter into negotiations to amend the term concerned so that it is valid and can be enforced.

28. Remedies

28.1. If Goods are not delivered or Services are not performed on the due date then RPMI shall be entitled to (i) deduct from the Charges or (if RPMI have already paid the Charges) claim from the Supplier by way of liquidated damages for delay half of one per cent (½%) of the Charges for every week's delay up to a maximum of ten per cent (10%) and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to the Supplier and purchase substitute goods and/or services elsewhere and recover from the Supplier any loss or additional cost incurred. 28.2. Any remedy or right which either Party may have in relation to a default committed by the other Party will be in addition to all other rights and remedies available to either Party.

29. Contract (Rights of Third Parties) Act 1999

29.1. Neither Party can give anyone else any rights under this Contract and the conditions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract save that any of RPMI's Subsidiaries may enforce the terms of this Contract.

30. Notices

30.1. Any formal contract notice under this Contract must be in writing and can only be sent by: a) recorded delivery post; b) hand; c) electronic mail

30.2. For the purposes of sending formal written notices by recorded delivery post, personal delivery or electronic mail, each Party's relevant addresses are set out in the Purchase Order. All formal contract notices must be sent to Legal Services.

30.3. All notices will be considered to have been served: a) if posted, two (2) Working Days after the date of posting; b) if personally delivered, on the date of delivery; c) if sent by electronic mail, when a return receipt confirms that the mail has been received. 30.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.

31. Force Majeure Event

31.1. If either Party fails to carry out its responsibilities under this Contract as a result of a Force Majeure Event, the affected Party will not be liable under this Contract for any failure as long as they have given the other Party notice of the Force Majeure Event within ten (10) days of the failure.

31.2. If a Force Majeure Event happens, the Parties will meet to discuss how the Supplier can continue to provide the Goods and/or Services until the Force Majeure Event stops.

32. Mitigation

32.1. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss arising pursuant to this Contract.

33. Governing Law and Jurisdiction



33.1. This Contract shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract, its subject matter or formation.

34. Entire Agreement

34.1. This Contract sets out all the terms and conditions which the Parties have agreed to in relation to the Goods and/or Services. This means that it replaces any documents, negotiations or understandings between the Parties, whether verbal or written, made, carried out or entered into before the date of this Contract.

35. Survival

35.1. The provisions of clauses 1 (Definitions), 6 (Terms relating to Goods), 9 (Legal Duties), 13 (Confidentiality), 14 (Intellectual Property Rights), 15 (Insurance), 16 (Liabilities), 18 (Termination), 20 (Agency), 21 (Disputes), 23 (Waiver), 25 (TUPE), 26 (Prevention of Fraud and Prevention of Corruption), 27 (Validity), 28 (Remedies), 29 (Contracts (Rights of Third Parties) Act 1999, 30 (Notices), 32 (Mitigation), 33 (Governing Law and Jurisdiction) and 34 (Entire Agreement) shall survive the termination or expiry of the Contract, together with any other provision which is either expressed to or by implication is intended to survive termination