

Form Title: Standard Terms and Conditions for the Provision of Services

Form Ref: RRS01 – T&CPoS

Author: Richardson Rail Services Ltd

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STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

RRS01-T&CPoS

Abstract

This document outlines the Standard Terms and Conditions governing the provision of services by the Contractor to the Client. It includes detailed definitions, the scope of services, performance expectations, payment terms, and procedures for handling variations, disputes, and termination of the contract. It also sets out the responsibilities of both parties, including liability, confidentiality, and indemnity provisions, as well as compliance with relevant legal obligations such as data protection and insurance requirements. These terms ensure that the Contractor is protected while delivering services, and the Client is informed of all responsibilities and costs.

Richardson Rail Services Ltd.



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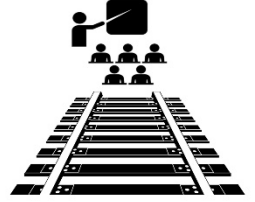
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1. DEFINITIONS

1.1 In these Terms and Conditions, the following terms shall have the meanings set out below unless the context otherwise requires:

- **“Agreement”**: The contract formed between the Client and the Company based on these Terms and Conditions, which governs the provision of Services by the Contractor to the Client.
- **“Client”**: Refers to the individual, business, company, or other entity that engages the Company to provide Services, as specified in the Agreement.
- **“Company”**: Refers to Richardson Rail Services Ltd., the entity providing the Services under this Agreement.
- **“Contract”**: The legal agreement between the Company and the Client incorporating these Terms and Conditions under which the Services are provided.
- **“Contractor”**: Refers to the individual or business engaged by the Company to perform the Services on behalf of the Client, including any personnel, subcontractors, or other third parties working under the direction of the Contractor.
- **“Services”**: The specific tasks, duties, and responsibilities agreed to be provided by the Contractor to the Client as outlined in the Agreement or otherwise agreed in writing between the parties. This may include, but is not limited to, the provision of temporary labour, specialised services, equipment, documentation, and any associated paperwork necessary for the completion of the work.
- **“Location”**: The physical or virtual place where the Services are to be performed, as agreed between the Company and the Client.
- **“Personnel”**: Refers to any employees, agents, or subcontractors used by the Contractor to assist in the performance of the Services.
- **“Rates”**: The fees payable by the Client for the provision of the Services, as agreed in writing between the parties and set out in the Agreement or related schedules.
- **“Enhanced Rates”**: Any additional charges payable for specific tasks or Services outside the standard scope, as outlined in the Agreement or approved by the Client in writing prior to the performance of such tasks.
- **“Contract Period”**: The duration during which the Services are to be provided, as agreed between the Company and the Client, and as may be subject to extension, termination, or variation in accordance with these Terms and Conditions.
- **“Deliverables”**: Any tangible or intangible results, reports, products, or outcomes to be provided by the Contractor as part of the Services.

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- Words denoting the singular shall include the plural and vice versa.
- References to any statute, statutory provision, or regulation shall include references to any amendment, extension, or re-enactment of the same from time to time.



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- References to "including" or "includes" shall be interpreted without limitation.

2. GENERAL REMARKS

2.1 These Terms and Conditions contain the entire agreement between the Company and the Client and supersede any prior agreement between them.

2.2 No modification or variation of these Terms and Conditions shall be effective unless a director of the Company consents in writing to such modification or variation.

2.3 Notwithstanding any other agreement, contract, or terms provided by the Client, these Terms and Conditions shall take precedence and govern the relationship between the Company and the Client. Any conflicting or additional terms provided by the Client, whether signed, dated, or otherwise agreed, shall be considered null and void unless expressly agreed to in writing by a director of the Company. The Company's Terms and Conditions shall prevail over any terms or conditions contained in any other document or form of communication between the parties.

2.4 The Client acknowledges that it has not relied upon any oral or written representation, promise, or assurance made by the Contractor or any of its representatives unless such representation is expressly included in this Agreement. Any implied terms, conditions, or warranties are excluded to the fullest extent permitted by law.

3. PERFORMANCE

3.1 The Company shall engage the Contractor to perform the Services at the Location during the Contract Period.

3.2 The Client will be solely responsible for allocating the Services. Neither the Contractor nor the Personnel are employees of the Company.

3.3 Neither the Company nor the Client shall exercise any supervision, direction, or control over the Contractor or the Personnel, or over the manner of execution of the Services.

3.4 The Company does not warrant the technical or professional competence of the Contractor or the Personnel, and the Client shall satisfy itself as to the competence of the Contractor and the Personnel before allocating any Services.

3.5 The Contractor reserves the right to engage subcontractors or personnel of its choosing to perform the Services, provided that such subcontractors or personnel meet the same standards required under the Contract. The Client shall not have the right to reject or object to such subcontractors unless there is a valid reason, which must be communicated in writing.

3.6 If during the execution of the Services it becomes apparent that additional equipment, materials, or resources are required, which were not included in the original tender or agreement, the Contractor shall notify the Client. Any additional costs arising from such requirements shall be agreed in writing between the Contractor and the Client, and the Contractor shall not be liable for any such costs unless specifically agreed otherwise.

3.7 Should the Contractor deem it necessary to provide additional staff or subcontractors due to unforeseen circumstances or the complexity of the project, the Client will be notified in advance. Any



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additional labour will be charged at the agreed-upon rates or, if not specified, at industry-standard rates. Written approval will be obtained before any additional costs are incurred.

3.8 Any variations to the scope of work or additional services required by the Client must be confirmed in writing by both parties. The Contractor shall provide an updated cost estimate and timeline for any such changes. Work shall not commence on the varied scope until written agreement is obtained.

4. ENHANCED RATES

4.1 All claims for Enhanced Rates by the company must first have been authorised in writing by the Client before the performance of that part of the Services to which the claim relates. Unless it is industry and work norm to be an enhanced rate. E.g. Bank holidays. The appropriate memoranda of authority and time sheets in respect of the standard hours worked (all duly signed by an authorised representative of the Client) shall be handed to the Contractor at the end of each week. Signature of such time sheets constitutes acceptance by the Client that the Services have been provided for the hours indicated on the time sheets and that such Services have been satisfactory.

5. PAYMENT OF FEES AND EXPENSES

5.1 The Client shall pay for the Services at the Rates and, if appropriate, the Enhanced Rates as detailed in any of the relevant, newest pricing documents.

5.2 The Company will submit to the Client weekly invoices in respect of the Services performed in the prior week, and the Client shall discharge all invoices so submitted within 7 days of receipt, without any deduction or set-off.

5.3 Any invoices remaining unpaid in part or in whole thereafter shall carry interest at the rate of 3% over the base rate of National Westminster Bank Plc from time to time (or such higher rate as may be charged by statute if this Contract did not contain this clause 5.3) from the date of invoice to the date of payment, without prejudice to any other remedy the Company may have.

5.4 If the Client fails to pay any invoice on the due date, then without prejudice to any other remedy, the Company may cancel the Contract or suspend its performance.

5.5 All sums payable under these Terms and Conditions are exclusive of Value Added Tax and other taxes or duties, but any VAT or other taxes or duties payable in respect of such sums shall be payable by the Client in addition to such sums.

5.6 In the event that the Client breaches this contract, and the enforcement thereof, or the collection of any monies due thereunder is turned over to an attorney, the Client agrees to pay, in addition to all of the Contractor's expenses, such additional sums as the court shall adjudge reasonable as attorney's fees in such a suit.

5.7 If the Client disputes any part of an invoice, they must notify the Company in writing within 5 days of the invoice date, providing full details of the dispute. The Client will still pay the undisputed portion of the invoice within the agreed payment terms. The disputed amount will be reviewed, and any resolution reached will be applied to subsequent invoices or credit notes.



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5.8 If any invoice remains unpaid beyond 30 days of its due date, the Client will also be responsible for any costs or expenses incurred in the recovery of such overdue payments, including reasonable legal fees and collection agency costs.

6. EXPENSES

6.1 The Client shall be responsible for and, within 7 days of receipt of an invoice, shall pay to the Company the travel, hotel, subsistence, and any other expenses incurred by the Contractor and/or Personnel (as the case may be), subject always to the Client approving such expenses in writing before they are incurred. In the event of failure to pay on the due date, clauses 5.3 and 5.4 shall apply to any invoice relating to expenses.

6.2 Any additional charges or fees occurred that where not planned for, such as Parking Charge Notices or other fines that are obtained following the instructions set out by the client, the client shall be responsible for covering these charges regardless of prior notice.

7. OBLIGATIONS OF THE CLIENT

7.1 The Client will:

- 7.1.1 Provide suitable office accommodation and all facilities necessary to enable the Contractor and/or Personnel to carry out the Services.
- 7.1.2 Allow the Contractor and/or Personnel to use the canteen, medical, and other facilities which may be available on-site for those employed or performing Services for the Client.
- 7.1.3 Allow the Contractor and/or Personnel timely access to all information and personnel of the Client which the Contractor and/or Personnel may reasonably require and which is necessary for the Services to be performed.
- 7.1.4 Promptly sign the time sheets provided by the Company to the Contractor and deliver two copies of the same to the Contractor immediately thereafter. The Client shall also ensure that any site-specific safety or procedural briefings required for the Services to be performed are provided to the Contractor or Personnel before the commencement of Services. The Contractor shall not be held liable for delays or additional costs arising from the Client's failure to provide timely and accurate information or access to necessary resources.

8. OFFER TO ENGAGE OR EMPLOY

8.1 If the Client (or any subsidiary or associated company of the Client) wishes to engage or employ, or introduce to other employers, the Contractor or the Personnel or any individual, firm, or company working under contract with the Contractor in connection with the provision of the Services, the Client shall give the Company 6 months' written notice of its intention and before such employment, engagement, or introduction will obtain the written consent of the Company and pay to the Company a sum equal to 10% of the gross value of the annual salary, fees, and/or other benefits payable to the relevant Contractor, Personnel, or other person in respect of such employment or engagement.

8.2 The Client agrees that during the term of this Contract and for a period of 12 months after the termination of this Contract, the Client will not directly or indirectly solicit, employ, or contract the



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services of any personnel or subcontractor of the Contractor who has been involved in the provision of the Services without prior written consent from the Contractor.

9. TERMINATION

9.1 This Agreement shall terminate on the earliest of the following events:

- 9.1.1 At the expiry of the Contract Period.
- 9.1.2 Upon either party giving the other not less than one week's notice.
- 9.1.3 Immediately upon notice given by the Company if the Client is in breach of any of these Terms and Conditions.
- 9.1.4 Immediately if the Client becomes bankrupt, insolvent, or becomes the subject of a receiving or winding-up order, makes any composition with its creditors, or has an administrator or administrative receiver appointed over all or part of its undertaking or assets.

9.2 In the event of the Client being dissatisfied with the performance of the Services, the Client will forthwith advise the Company, giving in detail in writing the specific complaints, whereupon the Company will withdraw the Contractor and endeavour to find a replacement for the Contractor or Personnel for the remainder of the Contract Period.

9.3 In the event of termination of this Contract, howsoever arising, the Client shall immediately pay to the Company all arrears of the Rates, Enhanced Rates, and any expenses due under the terms of this Contract (whether or not invoices for the same have been submitted) up to and including the date of termination.

9.4 The Contractor reserves the right to terminate this Agreement for convenience by providing the Client with 14 days' written notice. In such an event, the Client shall be liable only for the fees and expenses incurred up to the date of termination.

10. CONFIDENTIAL INFORMATION

10.1 The Company shall not, during the Contract Period or at any time thereafter, use or divulge any secret or confidential information relating to the Client's business which may become known to it during the Contract Period (unless by order of a court of competent jurisdiction).

11. INSURANCE

11.1 The Company will procure that the Contractor is included in its public liability insurance policy or takes out its own equivalent cover. The Client hereby acknowledges that it has inspected the same and is aware of the limitations of cover and risk included therein.

11.2 The Client is responsible for ensuring that any location where the Services are performed is adequately insured. The Client must also ensure that appropriate insurance is in place to cover any risks or liabilities that may arise during or as a result of the performance of the Services, including but not limited to public liability insurance. The Company shall not be held liable for any uninsured risks or claims arising from the Client's failure to maintain such insurance or extending such insurances to cover the tasks undertaken by the company.



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12. PERFORMANCE OF THE CONTRACT

12.1 This Contract may not be transferred, sub-contracted, assigned, or made over to a third party by the Client without the Company's consent, but the Company shall be entitled to do so. The Services will be performed by the Contractor or Personnel unless agreed in writing by the Client and the Company (which agreement will not be unreasonably withheld).

13. COMPANY'S LIABILITY

13.1 The Company shall not be liable for any claims, liabilities, losses, damages, costs, or expenses incurred by the Client or any third party, or arising as a result of this Contract or arising in connection with any act, omission, or neglect on the part of the Contractor or the Personnel in performing or in connection with the execution of the Services, whether direct, indirect, or consequential, including but not limited to any economic loss, loss of turnover, profits, business, or goodwill.

13.2 The total liability of the Company to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in connection with this Contract, shall be limited to the total amount paid by the Client under the Contract during the 12 months preceding the event giving rise to liability. Under no circumstances shall the Company be liable for any indirect, incidental, or consequential damages, including loss of profits, business interruption, or loss of data.

13.3 If the performance of the Services or obligations under this Contract is prevented, hindered, or delayed due to any cause beyond the Contractor's reasonable control (including but not limited to government restrictions, acts of God, pandemics, fire, strikes, or transport issues), the Contractor shall not be deemed to be in breach of this Contract. In such cases, the Contractor shall notify the Client as soon as possible and shall be entitled to a reasonable extension of time to fulfil its obligations.

14. GENERAL TERMS

14.1 By signing these Terms and Conditions, the Client acknowledges that no representation or warranty has been given by the Company in respect of the competence or expertise of the Contractor or the Personnel.

14.2 The Client will at all times discharge all statutory and common law duties which the Client may owe to or to which the Client may be subject in respect of the safety, health, and protection from injury of the person and property of the Contractor and the Personnel. The Client will at all times indemnify the Company and hold the Company indemnified against all claims, liabilities, losses, damages, costs, or expenses incurred by the Company or arising in connection with any breach of such duty.

14.3 The Company is an employment business, and nothing herein contained shall constitute the relationship of employer and employee or of partnership between the Company and the Contractor, the Personnel, or the Client.

14.4 All warranties, conditions, or other terms implied by statute or common law are hereby expressly excluded and, without prejudice to the generality of the foregoing, the Company shall not be liable for any act or omission of the Contractor or the Personnel.



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14.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provisions in question shall not be affected thereby.

14.6 These Terms and Conditions shall be governed by and construed in accordance with English Law.

14.7 The expiration or termination of this Contract, howsoever arising, shall not operate to affect such of the provisions of this Contract as are expressed to operate after them.

14.8 If events beyond the Company's reasonable control (including but not limited to strikes, lockouts, or any form of industrial action at the Client's premises, war, fire, or prohibition) prevent or hinder the Contractor or the Personnel from performing the Services hereunder in accordance with this Contract, the Company shall be entitled to withhold, suspend, or cancel the performance of any of the Services without incurring any liability for any loss or damage, whether direct, indirect, or consequential, whatsoever resulting therefrom. However, the Client shall be liable to pay for the Services already provided and not paid for.

14.9 Any notice to be given by one party to the other hereunder shall either:

- 14.9.1 Be communicated verbally initially and confirmed in writing immediately, or
- 14.9.2 Be communicated directly in writing, with any notice to be given by one party to the other being in writing and addressed to that party at its registered office or such other address as may be notified to the other party from time to time for the purposes of this clause, and shall be sent by prepaid recorded delivery and shall be deemed to have been received within 72 hours of posting.

15. SUB-CONTRACTING ARRANGEMENTS

15.1 Where the Company (acting as the Contractor) is engaged by the Client as a sub-contractor to perform Services for a third party ("End Client"), the following provisions shall apply:

- 15.1.1 The Client warrants that it has the authority to engage the Company as a sub-contractor to provide the Services to the End Client.
- 15.1.2 The Client agrees to provide the Company with all relevant details, specifications, and requirements of the End Client necessary for the performance of the Services, ensuring that the Company is properly informed to fulfil its obligations.
- 15.1.3 The Company shall not be directly liable to the End Client for the performance of the Services, except to the extent required by law or agreed in writing between the Company and the Client.

15.2 The Client shall indemnify and hold the Company harmless against any claims, liabilities, losses, damages, costs, or expenses arising from any act or omission of the Client or End Client in connection with the performance of the Services, including any breach of the Client's obligations under its agreement with the End Client.

15.3 The Client agrees to ensure that any terms and conditions imposed by the End Client that may affect the provision of the Services are communicated to the Company in writing before the



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commencement of the Services. The Company shall not be bound by any such terms unless expressly agreed in writing.

15.4 Payment for the Services shall be made by the Client to the Company in accordance with the payment terms set out in this Agreement, regardless of whether the Client has been paid by the End Client. The Client shall be responsible for resolving any disputes between the Client and the End Client, and such disputes shall not delay or affect the Company's right to payment for Services rendered.

15.5 In the event that the Client's agreement with the End Client is terminated for any reason, the Client shall notify the Company in writing as soon as reasonably practicable, and the Company may terminate its performance under this Agreement without liability. Upon termination, the Client shall immediately pay the Company for all Services performed up to the date of termination, including any outstanding expenses incurred by the Company.

15.6 The Company shall not, without prior written consent from the Client, directly approach the End Client for additional work or enter into any separate agreement with the End Client for the provision of services similar to or related to the Services provided under this Agreement. The Company retains ownership of any intellectual property rights arising from the performance of the Services, unless otherwise agreed in writing with the Client. Any intellectual property owned by the Client or the End Client that the Company has access to during the performance of the Services shall be treated as confidential and used only for the purposes of the Agreement.

16. ERRORS OR OMISSIONS IN QUOTES AND TENDERS

16.1 The Contractor shall use reasonable care and skill in preparing any quotes or tenders for the Services. However, the Contractor shall not be liable for any errors or omissions in the quote or tender where such errors or omissions arise due to:

- 16.1.1 Miscommunication or insufficient details provided by the Client regarding the scope of work, personnel, equipment, or other resources required for the Services.
- 16.1.2 Changes to the scope of work or unforeseen circumstances that arise after the tender or quote is submitted.

16.2 In the event that any error or omission is identified in the quote or tender after submission and acceptance by the Client, the Contractor shall notify the Client as soon as reasonably practicable, and the parties shall work together to resolve the issue. The Contractor shall not be liable for any additional costs or expenses arising from such errors or omissions, including but not limited to the cost of equipment, materials, or additional personnel, unless the Contractor has expressly agreed in writing to absorb such costs.

16.3 Where the Contractor reasonably determines during the performance of the Services that additional resources, equipment, or personnel are required but were not included in the original quote or tender, the Contractor shall:

- 16.3.1 Provide the Client with a revised cost estimate covering the additional requirements, and



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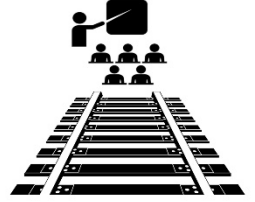
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- 16.3.2 Obtain written approval from the Client before incurring any additional costs. The Client shall not withhold such approval unreasonably.

16.4 It is the Client's sole responsibility to provide clear and accurate specifications, requirements, and instructions concerning the Services to be provided by the Contractor. Failure to do so will absolve the Contractor of any liability for errors or omissions arising from incomplete or inaccurate information.

16.5 The Contractor shall not be held liable for any costs, damages, or losses incurred by the Client as a result of:

- 16.5.1 The Client's failure to clarify or specify necessary resources or requirements.
- 16.5.2 The Contractor's reasonable reliance on inaccurate or incomplete information provided by the Client.
- 16.5.3 Any additional requirements, materials, or equipment not initially specified or requested by the Client.

17. DATA PROTECTION

17.1 The Client and the Company agree to comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR). The Company shall take all necessary steps to ensure that any personal data shared in connection with the Contract is protected and used solely for the purpose of performing the Services. The Client agrees not to share personal data with third parties without the explicit written consent of the Company.