RICHARDSON RAIL TRAINING AND ASSESSING TERMS AND CONDITIONS

The following definitions and rules of interpretation apply in these Terms and Conditions, the Schedules and the Booking Form.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

Applicable Laws all applicable laws, statutes, regulations and codes from time to time in force.

Booking Form the booking form submitted by the Client on the Richardson Rail website.

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

Cancellation Charges payable by the Client as set out in clause 13.5.

Candidate a person who uses the Services, as identified by the Client.

Charges has the meaning in the Booking Form.

Client has the meaning in the Booking Form.

Client Default has the meaning set out in clause 6.2.

Client Materials all documents, information, items and materials (whether owned by the Client or a third party), which are provided by the Client to Richardson Rail in connection with the Services.

Contract the contract between Richardson Rail and the Client for the supply of Services comprising of these Terms and Conditions, the Booking Form and the Schedules.

Data Protection Legislation all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables all documents, reports, certificates which are an output of the Services.

Event Date has the meaning in the Booking Form.

Event Location has the meaning in the Booking Form.

Expenses has the meaning in clause 8.3 and as may be set out in the Booking Form.

Intellectual Property Rights patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer

software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, awards, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

NSAR Premise Checklist a list of requirements for a premises available on the NSAR website

Quote a quote for Services, sent by Richardson Rail to the Client in writing.

Requirements shall have the meaning in clause 5.3.

Restricted Person means any person employed, contracted, or engaged by Richardson Rail for the duration of this Contract who is or has been involved in the provision of the Services or the management of this Contract.

Richardson Rail Richardson Rail Services Ltd registered in England and Wales with company registration number 06095700, whose registered office address is 16 Lower Station Road, Billingshurst, West Sussex, RH14 9SX.

Richardson Rail Materials includes any materials used in the process of providing the Services, for example, documents, training materials and power point slides.

Richardson Rail Personnel any Richardson Rail employees, agents, consultants and subcontractors.

Schedules the following Schedules to these Terms and Conditions:

(a) Schedule 1- Data Protection; and

(b) Schedule 2- Event Location Requirements.

Scheduled Event has the meaning in the Booking Form.

Services the Services provided by Richardson Rail to the Client, which includes the Scheduled Event.

Start Time has the meaning in the Booking Form.

Terms and Conditions these terms and conditions as amended from time to time in accordance with clause 17.5.

Third Party Materials any materials provided by a third party used in connection with the Services.

Training Manager the training manager as identified by Richardson Rail.

Travel Costs has the meaning in clause 8.2.

UK GDPR has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 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.

1.2.3 A reference to **writing** or **written** includes email but not fax.

2. COMMENCEMENT AND TERM

2.1 The Quote constitutes an offer by Richardson Rail to provide the Services in accordance with the Terms and Conditions.

2.2 The Quote shall only be deemed to be accepted when the Client completes and submits the Booking Form, at which point and on which date the Contract shall come into existence.

2.3 This Contract shall continue, unless terminated earlier in accordance with these Terms and Conditions or the Schedules, until the provision of the Services are complete, and all Charges have been paid in full.

3. SUPPLY OF SERVICES

3.1 Richardson Rail shall:

3.1.1 provide the Services to the Client in accordance with this Contract;

3.1.2 provide the Services on the Event Date, from the Start Time at the Event Location;

3.1.3 provide the Services with reasonable care and skill; and

3.1.4 allocate sufficient resources to provide the Services in accordance with this Contract.

3.2 Richardson Rail may amend the Services prior to the provision of the Services if necessary to comply with Applicable Laws or a regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Richardson Rail shall notify the Client in any such event.

3.3 Nothing in this Contract, including but not limited to Richardson Rails obligations under clause 17.3, shall have the purpose or effect of preventing Richardson Rail from complying with its reporting obligations to any regulator or industry third party or partner.

3.4 The Client may not request a specific individual to provide the Services and Richardson Rail shall randomly allocate Richardson Rail Personnel to provide the Services.

3.5 Richardson Rail are not responsible for providing accommodation, subsistence or assistance with travel for Candidates unless agreed by Richardson Rail in writing.

3.6 Unless the Booking Form states otherwise, Richardson Rail does not warrant that the Services will:

3.6.1 be provided in accordance with any specific standards or accreditations; or

3.6.2 meet the Client's and or/ a Candidates expectations; and/or

3.6.3 deliver an agreed outcome.

3.7 It is the Client's responsibility to ensure that the Services are suitable for the Candidate, and the Client shall rely on its own diligence of Richardson Rail and the Services.

3.8 In the event a Candidate is late or does not turn up to the Services, the Client will still be responsible for the Charges.

4. REGISTRATION

4.1 The Clients must:

4.1.1 register a Candidate for the Services providing all required details. Candidates are unable to register directly with Richardson Rail for the Services;

4.1.2 register a Candidate at least 2 Business Days prior to the Event Date;

4.1.3 provide Richardson Rail with accurate, complete and up to date contact information (for the Client and each Candidate) at all times, and complete all paperwork in a timely manner; and

4.1.4 be the primary sponsor or sub-sponsor, or have authorisation in writing from the primary sponsor (which it shall provide to Richardson Rail upon request), to register the Candidate for any Services, and by registering a Candidate for Services, the Client confirms they have such authorisation.

5. ELIGIBILITY

5.1 It is the Clients responsibility to ensure that a Candidate is suitable for the Services, and the Client warrants that it has completed all necessary checks in advance of completing the Booking Form.

5.2 The Client shall notify Richardson Rail promptly of any event or change in circumstance during this Contract which might affect the provision of Services or a Candidates' suitability for the Services. Failure to do so will entitle Richardson Rail to cancel or suspend all or part of the Services in respect of that Candidate without providing a refund.

5.3 The Client warrants that all eligibility requirements set out in this clause 5 and the Booking Form (**Requirements**) for the Services in relation to each Candidate are met in advance of the Event Date, and continue to be met during and (where applicable) after the Services have been provided. This may include (but is not limited to):

5.3.1 being a minimum age;

5.3.2 meeting specific medical requirements to the required standard (including in relation to drugs and alcohol testing);

5.3.3 having any required personal protective equipment whilst attending the Services;

5.3.4 having a sufficient understanding of the English language;

5.3.5 no Candidate being sent to attend training or assessment outside of their contracted or safe working hours;

5.3.6 being included within the competence management system of the sponsor;

5.3.7 successfully completing any required prior course, medical assessment or test, logbook entries, training or assessment prior to the Services;

5.3.8 holding any required qualifications, competencies non-technical skills and attitudes; and

5.3.9 be accompanied if required (for example where a Candidates Sentinel card is not endorsed).

5.4 The Client must ensure that any Candidates log any completed events as required in accordance with the Sentinel Scheme. Any logs which have not been completed 21 days after the relevant Service has been completed may not be logged and/or be subject to additional Charges. Richardson Rail will not be responsible for any loss the Candidate or Client suffers in the event that this does not happen.

6. CLIENT'S OBLIGATIONS

6.1 The Client shall:

6.1.1 ensure that any information (including any information about a Candidate) it provides to Richardson Rail is complete, accurate and up to date at all times;

6.1.2 co-operate, and procure that all Candidates co-operate with Richardson Rail in all matters relating to the Services;

6.1.3 ensure that all Candidates are aware of the Event Dates, Start Time(s), Event Location, and any requirements communicated in the Booking Form or any joining instructions provided;

6.1.4 ensure that the Candidate is currently sponsored by the Client or the Client has received written authorisation from the primary sponsor for the Candidate to attend the Services;

6.1.5 notify Richardson Rail of any Candidate special requirements (for example, special needs or learning requirements), at least 3 Business Days in advance of the Event Date;

6.1.6 obtain and maintain all licences, consents and permissions that are necessary to enable Richardson Rail to provide the Services to a Candidate prior to the start of the Services;

6.1.7 where applicable, provide Richardson Rail and Richardson Rail Personnel, in a timely manner with access to the Client's premises, office accommodation and other facilities including the Event Location as applicable;

6.1.8 provide Richardson Rail with such documents, data, information and materials as Richardson Rail may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

6.1.9 if the Event Location is to be provided by the Client, prepare the Event Location for the supply of the Services and inform Richardson Rail and Richardson Rail Personnel of all health and safety and security requirements that apply at the Event Location or at any of the Client's premises Richardson Rail may attend, including, those listed in Schedule 2;

6.1.10 keep all materials, equipment, documents and other property of Richardson Rail (**Richardson Rail Materials**) at the Client's premises in safe custody at its own risk, maintain Richardson Rail Materials in good condition until returned to Richardson Rail, and not dispose of or use Richardson Rail Materials other than in accordance with Richardson Rail's written instructions or authorisation;

6.1.11 respond promptly to any reasonable requests from Richardson Rail for instructions or approvals required to provide the Services; and

6.1.12 comply with the obligations as set out in clauses 4 and 5.

6.2 If Richardson Rail's performance of any of its obligations under this Contract is prevented or delayed by any act or omission by the Client, or any of its agents, consultants or other suppliers, or failure by the Client to perform any relevant obligation (**Client Default**):

6.2.1 without limiting or affecting any other right or remedy available to it, Richardson Rail shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Richardson Rail's performance of any of its obligations;

6.2.2 Richardson Rail shall not be liable for any costs or Losses sustained or incurred by the Client arising directly or indirectly from Richardson Rail's failure or delay to perform any of its obligations as set out in this clause 6.2; and

6.2.3 the Client shall reimburse Richardson Rail on written demand for any costs or Losses sustained or incurred by Richardson Rail arising directly or indirectly from the Client Default.

7. NON-SOLICITATION

7.1 For the duration of this Contract and for a period of 12 months after termination or expiry of this Contract, the Client shall not directly or indirectly without the prior written consent of Richardson Rail:

7.1.1 solicit or entice away (or attempt to solicit or entice away) any Restricted Person from the employment or service of Richardson Rail, other than by means of a public recruitment campaign open to all-comers and not specifically targeted at the staff of Richardson Rail; or

7.1.2 employ or engage any Restricted Person.

7.2 If the Client commits any breach of clause 7.1, the Client shall, on demand, pay to Richardson Rail a sum equal to 100% of the annual fee, that was payable by Richardson Rail to the Restricted Person.

8. CHARGES AND PAYMENT

8.1 In consideration of the provision of the Services by Richardson Rail, the Client shall pay the Charges as set out in the Booking Form.

8.2 If as part of the Services Richardson Rail Personnel are required to travel to the Event Location, Richardson Rail shall charge as an additional expense, milage for any distances travelled beyond the Event Location (**Travel Costs**). The rate per mile shall be £2.45 unless the Booking Form states otherwise.

8.3 In addition to clause 8.2, Richardson Rail shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Richardson Rail engages in connection with the Services including hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Richardson Rail for the performance of the Services, and for the cost of any materials (**Expenses**).

8.4 Richardson Rail shall invoice the Client:

8.4.1 in advance of the Services in respect of the Charges; and

8.4.2 following completion of the Services in relation to Travel Costs and Expenses.

8.5 The Client shall pay each invoice submitted by Richardson Rail in respect of the Charges either:

8.5.1 by the due date stated on the invoice; or

8.5.2 before the Event Date, whichever is sooner.

8.6 The Client shall pay each invoice submitted by Richardson Rail in respect of any other charges (including Cancellation Charges) or additional services, Travel Costs and Expenses, upon receipt.

8.7 The Client shall pay each invoice submitted by Richardson Rail in full and in cleared funds to a bank account nominated in writing by Richardson Rail, and time for payment shall be of the essence of this Contract.

8.8 All amounts payable by the Client under this Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under this Contract by Richardson Rail to the Client, the Client shall, on receipt of a valid VAT invoice from Richardson Rail, pay to Richardson Rail such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

8.9 If the Client fails to make a payment due to Richardson Rail under this Contract by the due date, then, without limiting Richardson Rail's remedies under clause 12, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the National Westminster's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute has been resolved, on sums found or agreed to be due, from the due date.

8.10 Richardson Rail will only agree to the Client providing a purchase order in respect of the Services, where the request has been made in advance of the Event Date and approved by Richardson Rail's finance director and detailed in the Booking Form, otherwise it shall not accept any purchase orders from the Client. The Client acknowledges that where Richardson Rail does not accept a purchase order it shall not affect the Client's payment obligations.

8.11 If the Client disputes any invoice:

8.11.1 the Client shall notify Richardson Rail within 4 Business Days from the date of the invoice, specifying the reasons for disputing the invoice;

8.11.2 Richardson Rail shall provide all evidence as may be reasonably necessary to verify the disputed invoice;

8.11.3 the Client shall pay to Richardson Rail all amounts not disputed by the Client on the due date as set out in clauses 8.5 and 8.6; and

8.11.4 the parties shall negotiate in good faith to attempt to resolve the dispute promptly.

8.12 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.13 In the event Richardson Rail instructs a third party to enforce the recovery of any monies due to Richardson Rail under this Contract, Richardson Rail shall be entitled to recover any such additional sums or costs incurred in relation to the recovery of such monies.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Richardson Rail and its licensors shall retain ownership of all Intellectual Property Rights in the Services including any new Intellectual Property Rights developed through the provision of the Services, the Deliverables, Richardson Rail Materials and any Third Party Materials, excluding any Client Materials contained in them.

9.2 The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials. The Client grants Richardson Rail a non-exclusive, royalty-free licence to use, copy and modify the Client Materials for the duration of this Contract for the purpose of providing the Services to the Client. Richardson Rail may grant sublicences of the Client Materials to its subcontractors and other suppliers where necessary for the performance of the Services. The Client shall indemnify Richardson Rail against all Losses incurred by Richardson Rail as a result of any claim that the supply, receipt or use of the Client Materials infringes the Intellectual Property Rights of any third party.

10. DATA PROTECTION

The parties shall comply with their data protection obligations as set out in Schedule 1.

11. LIMITATION OF LIABILITY

11.1 The limits and exclusions in this clause take into account the insurance cover Richardson Rail has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

11.2 References to liability in this clause 11 include every kind of liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

11.4 Nothing in this clause 11 shall limit the Client's payment obligations under this Contract.

11.5 Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:

11.5.1 death or personal injury caused by negligence;

11.5.2 fraud or fraudulent misrepresentation; and

11.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

11.6 Subject to clause 11.3, and clause 11.5, Richardson Rail's total liability to the Client shall not exceed 100% of the Charges paid to Richardson Rail in accordance with this Contract.

11.7 Subject clause 11.3, clause 11.4 and clause 11.5, this clause 11.7 sets out the types of loss that are wholly excluded:

11.7.1 loss of profits;

11.7.2 loss of sales or business;

11.7.3 loss of agreements or contracts;

11.7.4 loss of anticipated savings;

11.7.5 loss of use or corruption of software, data or information;

11.7.6 loss of or damage to goodwill; and

11.7.7 indirect or consequential loss.

11.8 Richardson Rail has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.

11.9 Unless the Client notifies Richardson Rail that it intends to make a claim in respect of an event within the notice period, Richardson Rail shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.10 This clause 11 shall survive termination of this Contract.

12. AMENDMENTS

12.1 Notwithstanding Richardson Rails' right to make changes to the Services in clause 12.3, Richardson Rail may, at its discretion, make changes to the Services which may include (but is not limited to) changes or alterations to the:

12.1.1 Start Times;

12.1.2 Event Dates; or

12.1.3 Event Locations,

(**Service Amendments**).

12.2 Richardson Rail will, where possible, provide reasonable notice of any Service Amendments as set out in clause 12.1 and if the Client cannot accommodate any of the Services Amendments, the Client may cancel those Services which have been subject to Services Amendments and receive a refund of monies paid in advance. This is the extent of Richardson Rails liability for Service Amendments.

12.3 Richardson Rail reserves the right to make any changes to the Services which will not materially impact the Services, and/or changes to Richardson Rail Personnel at its discretion and this will not be considered a Service Amendment.

12.4 The Client may at any time prior to 2 Business Days before the Event Date, subject to Richardson Rails' prior written agreement, make the requests to changes to the following:

12.4.1 Event Date;

12.4.2 Start Times;

12.4.3 Event Location; or

12.4.4 Candidates

(the **Substitutions**).

12.5 Richardson Rail may accept Substitutions at its discretion. The Client may make a maximum of 2 Substitutions in relation to the Services and Richardson Rail will charge £35 (plus VAT) per Substitution to cover administration charges. The Substitutions may be subject to a further charges.

12.6 The Client may not make a Substitution which has the purpose or effect of avoiding payment of the Cancellation Charge and in such case Richardson Rail shall be entitled to the full Cancellation Charges.

12.7 If there is a change to the Event Location which requires any Richardson Rail Personnel to travel further than specified in the Booking Form, Richardson Rail reserves the right to cancel the Services and charge the Client a Cancellation Charge in accordance with clause 13.

13. SUSPENSION AND CANCELLATION

13.1 Richardson Rail may, for convenience suspend or cancel all or some of the Services for all or some of the Candidates. Clients and Candidates will be notified as soon as reasonably possible of any such suspensions or cancellations.

13.2 If Richardson Rail suspends or cancels the Services in accordance with clause 13.1, Richardson Rail shall offer the Client a refund of any Charges paid in advance to Richardson Rail.

13.3 Richardson Rail may, at their discretion, suspend or cancel all or some of the Services or suspend or cancel access to all or some Candidates where:

13.3.1 Candidates do not comply with the obligations set out in the Booking Form, or any other reasonable instructions from Richardson Rail or Richardson Rail Personnel;

13.3.2 the Client has not complied with their obligations as set out in Schedule 2 to this Contract;

13.3.3 the Client has not complied with their obligations as set out in clauses 4,5,6, 7 or 8 to this Contract;

13.3.4 Richardson Rail are required to do so as a result of a legal, regulatory or supervisory requirement; or

13.3.5 the Client has not complied with any other specific requirements as requested by Richardson Rail in writing.

13.4 If Richardson Rail suspends or cancels all or some of the Services for all or some of the Candidates in accordance with clause 13.3, the Client shall not be entitled to a refund for any Charges paid in advance.

13.5 The Client may cancel the Services for convenience at any time in writing, and Richardson Rail will be entitled to the following Cancellation Charges and Expenses (subject to clause 13.7):

Cancellation before the Event Date	**Cancellation Charges**
Up to 14 Business Days before the Event Date	25% of the Charges
Less than 14 Business Days but more than 3 Business Days before the Event Date.	50% of the Charges
Less than 3 Business Days or the day of the Event Date.	100% of the Charges

13.6 For the purposes of calculating the Cancellation Charges, Richardson Rail will calculate Business Days from the next Business Day after notification through to the Business Day prior to the Event Date.

13.7 If the Client or Richardson Rail (in accordance with clause 13.3) cancels or suspends the Services and has incurred Expenses or Travel Costs, Richardson Rail will use reasonable endeavours to obtain refunds in respect of such Expenses or Travel Costs. In the event Richardson Rail does not receive a refund, the Client shall be responsible for payment of the Expenses or Travel Costs.

14. CERTIFICATES

14.1 If certificates are provided as part of the Services, Richardson Rail may only provide duplicates for lost or damaged certificates once the Client has provided the following information:

14.1.1 a description of how the loss or damage to the certificate occurred;

14.1.2 confirmation that they have investigated the circumstances into the loss or damage;

14.1.3 if the certificate is damaged, a copy of the damaged certificate; and

14.1.4 a signed and dated statement from the Client that the requirements in this clause 14.1 has been met.

14.2 Duplicate certificates will be issued at the discretion of Richardson Rail, and the Client must pay £35 per duplicate certificate.

14.3 The Client must notify Richardson Rail if certificates have not arrived within 3 days of completion of the Services.

15. TERMINATION

15.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

15.1.1 the other party commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

15.1.2 the other party 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

15.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

15.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.

15.2 Without affecting any other right or remedy available to it, Richardson Rail may terminate this Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

15.3 Without affecting any other right or remedy available to it, and in addition to its rights to suspend the Services elsewhere in these Terms and Conditions, Richardson Rail may suspend the supply of Services under this Contract if:

15.3.1 the Client fails to pay any amount due under this Contract on the due date for payment;

15.3.2 the Client becomes subject to any of the events listed in clause 15.1.3 or clause 15.1.4, or Richardson Rail reasonably believes that the Client is about to become subject to any of them; and

15.3.3 Richardson Rail reasonably believes that the Client is about to become subject to any of the events listed in clause 15.1.2.

16. CONSEQUENCES OF TERMINATION

16.1 On termination or expiry of this Contract:

16.1.1 the Client shall immediately pay to Richardson Rail all of Richardson Rail's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Richardson Rail shall submit an invoice, which shall be payable by the Client immediately on receipt; and

16.1.2 the Client shall return all of Richardson Rail Materials together with any Deliverables which have not been fully paid for. If the Client fails to do so, then Richardson Rail may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

16.2 Termination or expiry of this Contract shall not affect any 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 Contract which existed at or before the date of termination or expiry.

16.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

17. GENERAL

17.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17.2 **Assignment and other dealings.**

17.2.1 Richardson Rail may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.

17.2.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of Richardson Rail.

17.3 **Confidentiality.**

17.3.1 Each party undertakes that it shall not at any time during this Contract, and for a period of two years after termination or expiry of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.3.2.

17.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's

obligations under this Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Contract.

17.4 **Entire agreement.**

17.4.1 This Contract 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.

17.4.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

17.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

17.5 **Variation.** Except as set out in these Terms and Conditions, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.6 **Waiver**. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Contract 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 Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.7 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this clause 17.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.8 **Notices.**

17.8.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place

of business (in any other case); or sent by email to the email confirmed in writing by the party.

17.8.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.8.3 This clause 17.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.9 **Third party rights.**

17.9.1 Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

17.9.2 The rights of the parties to rescind or vary this Contract are not subject to the consent of any other person.

17.10 **Governing law.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

17.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Schedule 1
DATA PROTECTION

1. For the purposes of this Schedule 1 the terms **Commissioner, controller, data subject, personal data, personal data breach, processor and processing** shall have the meaning given to them in Data Protection Legislation.

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.2 The parties have determined that for the purposes of Data Protection Legislation:

1.2.1 Richardson Rail shall process the personal data as follows:

(a) to enable the provision of Services anticipated under this Contract; and

(b) to fulfil its obligations under this Contract for the duration of this Contract, together with such period for which relevant personal data is required to be processed under Data Protection Law.

1.2.2 Richardson Rail shall process the following types of personal data in accordance with this Contract:

(a) Candidate health data, including details in relation to drug and alcohol testing;

(b) Client and Candidate contact data and information about a Candidates qualifications, role or job title;

(c) Candidate Biometric Data;

(d) CCTV images, audio or video recording;

(e) Candidate, employee, contractor, director and officers' identity data; and

(f) financial address and identity data for billing and accounting purposes.

1.2.3 the categories of data subjects may include Candidates, or the Client's employees, contractors, directors or officers whose personal data must be processed for the purposes of this Contract.

1.3 Without prejudice to paragraph 1.1, the Client shall ensure that it has all necessary consents and notices in place to enable the transfer of the personal data to Richardson Rail for the duration and purposes of this Contract.

1.4 Without prejudice to paragraph 1.1, Richardson Rail shall, in relation to personal data processed in connection with the performance by Richardson Rail of its obligations under this Contract:

1.4.1 process that personal data only on the documented instructions of the Client, unless Richardson Rail is required by Applicable Laws to otherwise process that personal data. Where Richardson Rail is relying on Applicable Laws as the basis for processing personal data, Richardson Rail shall notify the Client of this before performing the processing unless prohibited from doing so by those Applicable Laws;

1.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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);

1.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

1.4.4 not transfer any personal data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(a) the Client or Richardson Rail has provided appropriate safeguards in relation to the transfer;

(b) the data subject has enforceable rights and effective legal remedies;

(c) Richardson Rail complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(d) Richardson Rail complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data.

1.4.5 assist the Client, at the Client'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;

1.4.6 notify the Client without undue delay on becoming aware of a personal data breach;

1.4.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of this Contract unless required by Applicable Laws to store the personal data; and

1.4.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1.4.

1.4.9 The Client consents to Richardson Rail appointing third-party processors under this Contract. Richardson Rail confirms that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Schedule 1 and in either case which Richardson Rail confirms reflect and will continue to reflect the requirements of the Data Protection Legislation.

1.4.10 Either party may, at any time on not less than 30 days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

Schedule 2 EVENT LOCATION REQUIREMENTS

1. SAFETY REQUIREMENTS

1.1 The Client is responsible for ensuring that the premises are suitable and safe for the Services and comply with the NSARs Premises Checklist. If the premises are deemed unsuitable by Richardson Rail upon arrival, the Services may be cancelled, and no refund will be issued to the Client.

1.2 Richardson Rail does not permit unassisted lookout warnings as the safe system of work (**SSOW**) at any Event Location. Any Event Location which has unassisted lookout warnings as the SSOW will be cancelled by Richardson Rail.

2. EXTERNAL EVENT LOCATIONREQUIREMENTS

2.1 Except where Richardson Rail requests a specific Event Location to be used, the Client must ensure that the Event Location:

2.1.1 is clean and tidy and suitable for conducting the Services;

2.1.2 has the required health and safety documentation including (but not limited to):

(a) fire risk assessments;
(b) fire alarm testing documentation;
(c) PAT certification and documentation;
(d) electrical certification;
(e) asbestos management documentation;
(f) site risk assessments and specific risk assessments;
(g) practical location risk assessment;
(h) emergency escape route diagrams;
(i) fire muster points;
(j) first aiders;
(k) first aid equipment; and
(l) automatic emergency defibrillators.

2.1.3 has the following (or is able to provide the following):

(a) whiteboards, whiteboard cleaning equipment, flip charts;
(b) pens and paper;
(c) internet access;
(d) printer, scanner and screen with HDMI input and all associated cables as required;
(e) nameplates;
(f) kitchen facilities with a minimum of being able to provide clean drinking water;
(g) classroom with adequate space for Candidates to be 1m apart; and
(h) heating and cooling equipment.

2.2 If the Richardson Rail Personnel does not consider the Event Location suitable to deliver the Services, this will be checked with a Training Manager of Richardson Rail, who will have the final say.

2.3 Where the Event Location is deemed unsuitable in accordance with paragraph 2.2, Richardson Rail reserves the right not to provide the Services and the Client will remain liable for the Charges in full.

VERSION CONTROL

Date:	Changed by	Change/Amendment	Version
Nov 2019	RR	Updates and amendments	V4.0
10th Dec 23	RR	Formatting, spelling, and grammar corrections	V5.0
March 2020	RR	Updates and amendments	V5.1
Nov 2021	RR	Updates and amendments	V6.0
Feb 2022	RR	Updates and amendments	V7.0
July 2022	RR	Updates and amendments	V8.0
Dec 21st 2023	RR	Major Updates and amendments, spelling checks grammar updates and additional clauses added following lessons learnt and industry standard / rule updates to training and assessments.	V9.0
June 17th 2024	RR	Updated following new COSS WPA guidance	V9.1
August 28th 2025	RR	Updates and amendments	V10.0