



1. These Terms and Conditions and the attached front sheet constitute the entire agreement (together 'the **Agreement**') between RCLM and You in relation to its subject matter and supersede all prior discussions, representations and undertakings.
2. RCLM and any third party suppliers from whom RCLM procures any Services on Your behalf ('a **Supplier**') shall have the right to make any changes at any time to the Services and the terms and conditions upon which they are supplied which are necessary to comply with any applicable legislation or safety requirements.
3. RCLM shall be entitled to vary the provisions of these terms and conditions, but shall give You not less than 30 days' notice of any changes.
4. RCLM will provide the Services to You as agreed between You and RCLM from time to time and initially as set out on the front sheet to this Agreement.
5. By agreeing that RCLM shall provide or procure the provision of the Services to You, You shall be deemed to have given RCLM such authority as RCLM shall reasonably consider necessary or appropriate to enable it to provide or procure the provision of the Services.
6. Any work that RCLM carries out for You will be done with reasonable skill and care.
7. If You require RCLM to carry out work or require work to be carried out by a Supplier at premises under Your control then You agree to give RCLM or the Supplier reasonable access to those premises in order to carry out the work.
8. If the consent of a third party is required for any such access then You agree to use reasonable endeavours to obtain that consent.
9. Time of performance of the Services is not of the essence. RCLM shall use its reasonable endeavours to meet any requested times or dates for such performance, but shall have no liability for any failure to achieve them.
10. In respect of any Suppliers, RCLM shall:
  - 10.1. take reasonable care in the selection of each Supplier;
  - 10.2. ensure that each Supplier is adequately qualified to perform the tasks allocated to them;
  - 10.3. properly instruct each Supplier as to the location of the work, and as to Your requirements;
  - 10.4. ensure that each Supplier has a valid Public Liability Insurance policy in force at the time of carrying out the Services.
11. RCLM will charge for all out of pocket expenses incurred in the provision of the Services such as, but not limited to, postage or courier services, telephone and travel. These will be included with RCLM's monthly invoice referred to in clause 13.
12. RCLM reserves the right to charge you a 5% administration charge in respect of any disbursements paid by RCLM on Your behalf.
13. RCLM will invoice You monthly in arrears for all fees and out of pocket expenses incurred on Your behalf and also on termination of the Agreement.
14. All invoices are due for payment within 15 days of the date of the invoice. Any disbursements paid on Your behalf may be invoiced at any time and are due for payment within 7 days of the invoice date.
15. If You do not pay any invoice within the period for payment set out in clause 14, then RCLM may charge You interest on the outstanding amounts at the rate of 8.5% above the Bank of England base rate from time to time, both before and after any judgement, from the time that the invoice was due, until it is paid.
16. You will be responsible for payment of any value added tax (VAT) chargeable in respect of any taxable supply for VAT purposes made to You and for any applicable customs duties or other taxes due in respect of goods and/or Services supplied to You.
17. In the provision of any and all goods and/or Services not directly provided under this Agreement by RCLM, RCLM will be acting as Your agent, and You acknowledge and accept that any contract for the supply of goods and/or Services will be a contract between You and the relevant Supplier, and that RCLM will not be a party to that contract.
18. Any goods or Services (including, for example, theatre tickets, travel tickets and/or package holidays) purchased by RCLM on Your behalf from any Supplier will be subject to the terms and conditions of the Supplier. Any rights and remedies You may have will be against the Supplier and not RCLM.
19. Nothing in this Agreement shall exclude RCLM's liability for death or personal injury caused through RCLM's negligence or that of any of its servants, agents or employees.
20. Save as set out in clause 19 RCLM shall have no liability to You, and in particular (but not by way of limitation) RCLM shall have no liability to You:
  - 20.1. for any damages, fees, costs or expenses for any act whether caused by a breach of contract or negligence of a Supplier or otherwise.
  - 20.2. for any increased costs or expenses or for any loss of profit, business, contracts, revenues, or anticipated savings, or for any special, or any other indirect or consequential damage of any nature whatsoever.
  - 20.3. if any document or other item bought by RCLM on Your behalf (e.g. theatre ticket) is subsequently found not to be genuine or if it is not accepted by any other party (e.g. a theatre) as genuine, provided that RCLM has exercised reasonable skill and care in its purchase.
21. RCLM may terminate this Agreement at any time upon not less than 5 days' written notice to You.
22. You may terminate this Agreement at any time upon not less than 30 days' written notice to RCLM.
23. Without prejudice to any other rights or remedies which either You or RCLM may have, either party may terminate the Agreement with immediate effect by giving written notice to the other party if any of the following apply:
  - 23.1. the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of that party being required in writing to do so;
  - 23.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 23.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company); or
  - 23.4. the other party (being an individual) is the subject of a bankruptcy petition or order.
24. On termination of this Agreement for any reason:
  - 24.1. You must immediately pay to RCLM all of RCLM's outstanding unpaid invoices together with any interest due and, in respect of Services supplied or disbursements incurred but for which no invoice has been submitted, RCLM may submit an invoice, which shall be payable immediately on receipt;
  - 24.2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
  - 24.3. provisions which expressly or by implication survive termination shall continue in full force and effect.
25. RCLM will keep all data and information obtained from You secure and confidential and shall not disclose it to anyone without Your consent but shall be entitled to disclose such data and information to perform, or enable any Supplier to perform, any of the Services.
26. RCLM shall have no liability to You if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the Your workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
27. A person who is not a party to the Contract shall not have any rights to enforce its terms.
28. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).