



## RSSB Services Contract

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Governing: [Project title]

Agreement Number: [RSSB number from Sage/FY/DEPT]

Project Number: [Internal customer's reference]

(to be quoted on all correspondence)

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**This Agreement** is made the [Day] day of [Month] 20[Year]

BETWEEN

(1) **RAIL SAFETY AND STANDARDS BOARD LIMITED** a company registered in England under number 04655675 whose registered office is at The Helicon, 1 South Place, London, England, EC2M 2RB ("RSSB")

AND

(2) **[NAME OF CONTRACTOR]** a company registered in [Place of incorporation] under number [Company Number] whose registered office is at [Contractor's registered address] ("the Contractor")

each a "party", together the "parties".

**IT IS HEREBY AGREED**

**1. Interpretation**

The following definitions and rules of interpretation apply in this Agreement:

1.1. <b>"Business Day"</b>	shall mean a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>"Business Hours"</b>	shall mean the period from 9.00 am to 5.00 pm on any Business Day.
<b>"Commencement Date"</b>	shall mean [Date].
<b>"Force Majeure Event"</b>	shall have the meaning given in clause 7.1.
<b>"Intellectual Property Rights"</b>	shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.

<b>“Purchase Order”</b>	shall mean a specified order for Services.
<b>“Services”</b>	shall mean the goods or services as detailed in Schedule 1 to be supplied by the Contractor to RSSB in accordance with this Agreement.
<b>“VAT”</b>	shall mean value added tax chargeable under the Value Added Tax Act 1994.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9. This Agreement shall be binding on the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.



- 1.10. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12. A reference to **writing** or **written** includes email but not fax.
- 1.13. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15. 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.

## 2. Commencement and Duration

This Agreement shall commence on the Commencement Date and will continue, unless terminated earlier in accordance with clause 6, for a period of [number of months or years] when it shall terminate automatically without notice.

## 3. Scope of Services

- 3.1. The Contractor shall supply the Services in the manner detailed in the Schedules in accordance with the terms of this Agreement, which shall apply to the exclusion of any standard, purchase order, acknowledgement or other terms and conditions of the Contractor.
- 3.2. The terms set out in the main body of this Agreement will supplement and complement the terms set out within the Schedules and in any Purchase Order made pursuant to this Agreement. However, in the event of any conflict or discrepancy between the provisions set out in the main body of this Agreement and the Schedules and/or any Purchase Order the conflicting or discrepant terms of this Agreement and the Schedules contained within the Agreement will prevail over the



conflicting or discrepant terms contained within the Purchase Order, and the conflicting or discrepant terms of the Agreement will prevail over the conflicting or discrepant terms contained within the Schedules, in either case solely to the extent necessary to remove such conflict or discrepancy.

#### 4. Duties of the Contractor

- 4.1. The Contractor shall exercise all reasonable skill, care and diligence in the discharge of all duties to be performed by it and all Services shall be provided to the satisfaction of RSSB. The correct and timely provision of the Services by the Contractor is a condition of this Agreement.
- 4.2. The Contractor acknowledges that the quality and availability of skilled personnel is essential for the proper performance of the Services. Any of the Contractor's personnel named in Schedule 1 shall be regarded as key personnel and such key personnel shall carry out the duties and tasks allocated to them in that Schedule. The said duties and tasks may only be performed by other personnel with the prior written consent of RSSB, and the Contractor shall ensure that such other personnel are suitably qualified and experienced to undertake the said tasks and duties.
- 4.3. The Contractor's personnel and any personnel engaged to perform the Services through a sub-contract or otherwise whilst carrying out the Services shall conduct themselves in strict accordance with the requirements of RSSB's Drugs and Alcohol policy, as amended from time to time.
- 4.4. The Contractor shall, and shall procure that its personnel shall, comply at all times with the Bribery Act 2010 and RSSB's [Business Conduct, Confidentiality and Anti-Corruption Policy](#) as amended from time to time. Failure by the Contractor to comply with this clause shall entitle RSSB to terminate this Agreement without notice and recover from the Contractor the amount of any loss resulting from such a termination and/or recover from the Contractor the amount or value of any gift, consideration or commission gained as a result of the Contractor's breach.
- 4.5. The Contractor's personnel and any personnel engaged to perform the Services through a sub-contract or otherwise whilst carrying out the Services shall be paid at least the National Living Wage.



## 5. Statutory and Other Regulations

- 5.1. The Contractor shall comply in all respects with the law and all applicable rules and regulations in all matters arising in the performance of or in connection with this Agreement.
- 5.2. Without prejudice to or limitation of any other rights RSSB may have, if the Contractor does not fulfil its obligations and responsibilities under this Agreement, the Contractor shall indemnify RSSB against all costs for which RSSB becomes liable and for which it would not otherwise be liable.

## 6. Termination

- 6.1. Without prejudice to any other remedies:
  - 6.1.1. RSSB may terminate this Agreement for any reason by giving to the Contractor 30 days' notice in writing; and
  - 6.1.2. the Contractor may terminate this Agreement for any reason by giving RSSB three calendar months' notice in writing.
  - 6.1.3. RSSB may at any time before the expiration of the notice period exercise, as soon as may be reasonably practical within that period, such of the following powers as may be considered reasonable:
    - 6.1.3.1. to direct the Contractor, when the Services have not commenced, to refrain from commencing the Services;
    - 6.1.3.2. to direct the Contractor to complete in accordance with the Agreement all or any part of the Services in the course of performance at the expiration of the notice and to complete the same at such time or times as may be mutually agreed, or in default of such agreement, at the time or times provided by the Agreement. All Services provided by the Contractor in accordance with such directions and accepted by RSSB shall be paid for in accordance with Schedule 2;
    - 6.1.3.3. to direct the Contractor to determine on the best possible terms such sub-contracts or orders as may have not been completed, observing in this connection any direction given under 6.2.1.1 and 6.2.1.2 above.



6.1.4.The Contractor shall prepare and submit to RSSB a report on the Services prior to termination making recommendations based on such Services as may have been done prior to termination and handing over any completed Services (as appropriate). All Services provided by the Contractor in accordance with this provision and accepted by RSSB shall be paid in accordance with Schedule 2.

6.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect without notice if:

- 6.2.1.the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 6.2.2.the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 6.2.3.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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 6.2.4.the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 6.2.5.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 other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 6.2.6.an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;



- 6.2.7. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 6.2.8. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 6.2.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 6.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.3.1 to clause 6.3.10 (inclusive);
- 6.2.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 6.2.12. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

- 6.3. For the purposes of clause 6.3.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 6.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 6.5. Termination or expiry of this Agreement 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 the Agreement which existed at or before the date of termination or expiry.

## 7. Force Majeure



- 7.1. Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by any circumstance beyond the reasonable control of that party including Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, and embargo (a "**Force Majeure Event**").
- 7.2. The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 7.3. If the party claiming the Force Majeure Event has complied with this clause 7, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and the party will have a reasonable extension of time for performance of its obligations given all the circumstances. As regards the delay or stoppage arising from the Force Majeure Event:
  - 7.3.1. any costs arising from such delay or stoppage shall be borne by the party incurring those costs;
  - 7.3.2. the party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event; and
  - 7.3.3. if the Force Majeure Event continues for more than 30 consecutive days, RSSB may terminate this Agreement with immediate effect on giving written notice to the other party and RSSB shall not be liable to the other for such termination.

## 8. Confidentiality

- 8.1. Each party undertakes that it shall not at any time disclose to any person any confidential information in any form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory or wherever located) concerning the business, technical knowhow, affairs, customers, clients or suppliers of the other party, or of any of the other party's contractors, customers, agents, distributors, shareholders, managers or business contacts, except as permitted by clause 8.2.



8.2. Each party may disclose the other party's confidential information:

8.2.1.to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

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

8.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8.4. The provisions of this clause 8 shall continue to apply after termination or expiry of this Agreement.

## 9. Indemnity and Insurance

9.1.The Contractor shall be liable for and shall indemnify and keep indemnified RSSB against all damages, losses, compensation, expenses and/or costs howsoever incurred or suffered arising directly [or indirectly (**NOTE: "or indirectly" should be retained if not using clause 9.4 and should be removed if using clause 9.4**)] from, out of or in connection with this Agreement (including any damages, losses, compensation, expenses and/or costs arising from the death or injury of any person and any loss of or damage to any physical property) caused by any act, default or negligence of the Contractor, its sub-contractors and/or agents and against all actions, claims, demands or proceedings in respect thereof or in relation thereto, provided that this liability and indemnity shall not apply to the extent that such damage, loss, compensation, expense and/or cost is wholly or partly attributable to any act, default or negligence of RSSB or a third party (other than the Contractor's sub-contractors and/or agents).

9.2.The Contractor will effect and maintain for the period of this Agreement an insurance policy or policies with a reputable insurance company for such sums as RSSB considers to be adequate, but in any event for not less than £1,000,000 (one million pounds sterling) for any one incident and which shall cover the indemnity set out above and the Contractor shall produce to RSSB on demand evidence of the policy and/or a form of a certificate prepared by the insurance providers.



9.3. The provisions of this clause 9 shall continue to apply after termination or expiry of this Agreement.

9.4. [NOTE: this clause should only be used if there is an issue raised regarding limiting liability] [Notwithstanding the provisions of the Agreement, the liability of the Contractor in respect of all claims, damages or other costs or expenses arising from the performance of the work shall not exceed [NOTE: *Amount to be increased if the value of the contract is in excess of £500k*] £1,000,000 (one million pounds). In addition the Contractor shall not be liable to RSSB for any special, indirect or consequential damages resulting from or arising out of this Agreement including without limitation, loss of profit, loss of production, loss of contract, loss of business, business interruption or any other special or indirect loss suffered or incurred by RSSB howsoever the same shall be caused. These understandings shall be contractually binding.]

## 10. Intellectual Property Rights

- 10.1. Unless otherwise agreed in writing between the parties, all Intellectual Property Rights attaching to any materials which are written or produced on a bespoke or customised basis pursuant to the terms of this Agreement (including any such rights as may arise in the future) shall be owned by RSSB, and the Contractor shall ensure that it executes all documents necessary to effect such ownership.
- 10.2. Intellectual Property Rights subsisting in any plans, drawings, documents, handbooks, codes of practice or any other information (the “Documents”) provided by RSSB to the Contractor pursuant to the terms of this Agreement shall at all times remain the property of RSSB and the Contractor shall not use, reproduce, disseminate, adapt, transmit in any form or by any means the Documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted or transmitted as aforesaid or published other than for the purposes of carrying out the Contractor’s obligations under this Agreement.
- 10.3. The Contractor grants to RSSB an irrevocable, non-exclusive, royalty-free licence to use for any purpose in connection with the Service all the Contractor’s intellectual property which the Contractor has used or supplied in connection with the Service, provided that the Contractor shall have no liability for any use of such intellectual property other than for the purposes for which it is intended. RSSB may grant sub-licences out of the said licence.



- 10.4. The Contractor warrants that any work or materials provided by the Contractor or any sub-Contractor to RSSB and its use by RSSB shall not infringe any Intellectual Property Rights or moral rights of any third party.
- 10.5. The Contractor shall indemnify and keep indemnified RSSB against all loss, damage, costs and expenses for which RSSB is or becomes liable as a result of any infringement or alleged infringement by the Contractor of any third party's Intellectual Property Rights.

## 11. Assignment and Sub-Contracting

- 11.1. The Contractor shall not sub-contract, transfer or assign the whole or any part of this Agreement without the prior written consent of the RSSB, whose consent may be subject to such terms and conditions as RSSB may see fit to impose.
- 11.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they were its own.

## 12. Recovery of Property

Upon termination or expiry of this Agreement, howsoever caused, each party shall forthwith deliver up to the other party any property of the other party acquired for use for the purposes of this Agreement and which is no longer required for such purposes. In the event of failure to deliver up such property before the expiry of a period of five Business Days immediately following termination or expiry, the party owning the property shall be entitled to withhold payment from the other party for the full amount of replacement of the goods withheld at market value until such time that the said items are fully recovered from the party holding the goods.

## 13. Invoices and Payments

- 13.1. Invoices shall be submitted by the Contractor to RSSB, not more often than monthly, and in arrears. Each invoice shall show:
  - 13.1.1. details of the goods or services provided;
  - 13.1.2. copies of backing information as necessary;
  - 13.1.3. in instances where expenses are being claimed, copies of all receipts;
  - 13.1.4. the total units of measure;
  - 13.1.5. the cost per unit of measure;



- 13.1.6. the total amount invoiced;
- 13.1.7. the Agreement number;
- 13.1.8. the PO number; and
- 13.1.9. any other contract specific information required to be included on invoices as detailed in Schedule 2

13.2. Payment in respect of each properly submitted invoice by the Contractor will be made by RSSB within 30 days after receipt of a valid invoice. If the Contractor's invoice does not comply with the requirements of clause 13.1 RSSB shall be under no obligation to pay the same.

13.3. Payment by RSSB shall be without prejudice to any claims or rights which RSSB may have against the Contractor and shall not constitute any admission by RSSB as to the performance by the Contractor of its obligations hereunder.

13.4. Invoices should be sent directly to the Finance Accounts Payable Department .

## 14. Value Added Tax

All prices indicated shall be exclusive of VAT. The Contractor shall, if registered for VAT, supply a valid VAT invoice, including a statement of how the supply in question is rated for the purposes of tax and show separately any relevant rates of tax relating to the Services. The Contractor shall provide further information as may reasonably be required in relation to any such invoice.

## 15. Set Off

Without prejudice to other rights and remedies, RSSB may deduct from any sums due to the Contractor under this Agreement an amount equivalent to any sum due from the Contractor to the RSSB (whether such sums are due to RSSB under this Agreement or under any other agreement between the Contractor and RSSB) and may also deduct any sum of money that is recoverable from or payable by the Contractor under this Agreement from any sum then due or which at any time thereafter may become due under any other agreement between the Contractor and RSSB. RSSB shall give to the Contractor notice of any such deduction or set-off and such notice shall specify:

- 15.1. the amount proposed to be withheld and the ground for withholding payment; or



15.2. if there is more than one ground, each ground and the amount attributable to it.

Such notice shall be given not later than five days before the final date for payment of each invoice under clause 13.

## 16. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives). The Contract Variation form is detailed in Appendix One.

## 17. Rights of Third Parties

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available other than pursuant to that act.

## 18. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 19. Governing Law and Jurisdiction

This Agreement shall be governed and construed in all respects by English Law and the parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

## 20. Notices

20.1. All notices to be given hereunder shall be in writing and may be served:

20.1.1. personally;

20.1.2. by pre-paid first-class post or other next working day delivery service; or

20.1.3. by email, provided always that a hard copy of the notice is also served,



to the relevant party's registered address (or as it may from time-to-time be notified in writing to the other party) or to such email address as shall be notified in writing to the other party (as appropriate).

20.2. Any notice shall be deemed to have been received:

20.2.1. if delivered by hand, on signature of a delivery receipt;

20.2.2. 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

20.2.3. if sent by email, at 9.00 am on the next Business Day after sending.

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

## 21. **Announcements**

No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## 22. **Mediation**

If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice

of the dispute, the mediator will be nominated by CEDR.

## 23. **Entire Agreement Clause**

23.1. This Agreement 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.



23.2. Each party agrees that it 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

#### 24. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 25. **Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

#### 26. **No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.



**This Agreement** has been entered into on the date stated at the beginning of it.

### **Agreement Signature**

Signed ..... Date .....

Name in block capitals:.....

Duly authorised to sign for and on behalf of RSSB

and

Signed..... Date .....

Name in block capitals: .....

Duly authorised to sign for and on behalf of [Contractor]



## SCHEDULE ONE

### Services

See Appendix F



## SCHEDULE TWO

### Agreement Price and Payment

#### 1. Agreement Price

RSSB shall pay to the Contractor the firm fee of £[insert Figure Total Contract Value From Appendix G] ([insert number in words] pounds) exclusive of VAT in consideration of the Work.

#### 2. Stage Payment

2.1 Stage payments in respect of the Work carried out may be claimed as follows:-

	TASK	DELIVERABLES/KEY MILESTONES	AMOUNT OR PERCENTAGE
1	Delivery of draft Report	For formal review	25%
2	Presentation	Presentation to Client Group	15%
3	Delivery of final Report	Acceptance by RSSB	60%

2.2 Payment of claims shall be subject to RSSB's [Programme Manager's] certification that the relevant stage of the Work has been satisfactorily completed. Payment will only be made subject to satisfactory sign off for works completed within the specified timeframes as specified in the scope of services in Schedule One.

#### 3. Payment of Invoices

3.1 Payment of claims shall be subject to RSSB's [Programme Manager's] authorisation that the relevant stage of the Work has been satisfactorily completed. Payment will only be made in respect of Services in Schedule A.

All invoices or other claims for payment shall be no later than 30 days from the date on which the contracting authority completes any process of verification that the invoice is valid and undisputed (ie. correctly rendered in accordance with the provisions of this Agreement).



## SCHEDULE THREE

### Points of Contact

All contractual correspondence including any change request to the Services must be addressed to the location below and sent to the Procurement Manager by post or email. Further information in relation to the Services may be obtained from:-

RSSB  
The Helicon  
One South Place  
London  
EC2M 2RB

#### RSSB Procurement Department

Procurement Manager: [insert name]  
Telephone: 0203 142 [insert extension]  
Email: [insert email address]

#### RSSB [insert Programme Manager's department] Department

Programme Manager: [insert name]  
Telephone: 0203 142 [insert extension]  
Email: [insert email address]

#### RSSB'S Finance Department

Invoices should be sent to RSSB's Finance Department

Finance Assistant:  
Aida Mashouf – 020 3142 5642  
Yerasmin Kudija – 020 3142 5514  
Email: [finance@rssb.co.uk](mailto:finance@rssb.co.uk)

#### Contractor's representative

The Contractor's main point of contact for the Services is:

Contractor's Project Manager: [insert name]  
Telephone: [insert contact number]  
Email: [insert email address]



## Appendix One

# Contract Variation

This variation confirms that the Agreement reference [RSSBXXXX] dated [XXXXX], between RSSB and [Contractor's Name] Ltd is hereby amended as follows:

Agreement Number:	
Agreement Title:	
Contractor's Contract Manager:	
Variation Summary:	
Variation Reference Number:	
Date:	

Variation Explanation:
: [Provide a brief description of the variation with reference to any amended clauses if required]

Original Agreement Price:	
Revised Agreement Price (if applicable)	
Value of this variation (if applicable):	
Commencement Date:	
Completion Date:	



All other terms and conditions remain unchanged. Please indicate your acceptance of this amendment by signing and returning the enclosed duplicate copy.

**Approved:**

RSSB		<b>[Contractor's Name]</b>	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	