



Ministry  
of Defence

**DIO Commercial**

**Contract No: 701437374**

**For:**

**DIO Comms Reputation Measurement  
Programme**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And</b>
<b>Team Name and address:</b>  DIO ComrcI -Enabling Services Room 1.2.02 – 1.2.24 Kentigern House, 65 Brown Street, Glasgow, G2 8EX	<b>Contractor Name and address:</b>  Reputation (RI) UK Ltd 150 Aldersgate Street London EC1A 4AB
<b>E-mail Address:</b> @mod.gov.uk	<b>E-mail Address:</b>
<b>Telephone Number:</b>	<b>Telephone Number:</b>

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### Pricing Schedule for DIO Comms Reputation Measurement Programme

Deliverable				
Item	Specification	Delivery	Quantity	FIRM Price £ (Ex VAT)
1	Provision of Reputation Measurement Programme in accordance with Statement of Requirement and relating SoR  Period 29 January 2021 to 28 January 2024	TBC – see SoW	tbc	maximum per SoW
<b>TOTAL CONTRACT LIMIT OF EXPENDITURE</b>				109,800.00

Payment will be made using the Authority's Contracting, Purchasing and Finance (CP&F) e-procurement tool.

## **Statement of Requirement for DIO Comms Reputation Measurement Programme**

### **Requirement:**

The study will assess the reputation of the Defence Infrastructure Organisation among two stakeholder groups: its customers, and its suppliers. The project will collect both qualitative and quantitative data about the reputation of the Client, offer analysis through the RepTrak framework, and make recommendations for improvement

Services: As detailed in Supplier Statement of Work (SoW) at Annex A

### **Timings:**

Studies will be on an annual basis. SoW (see Annex A) to be completed and agreed by Project Sponsor and Supplier

Responsibilities: DIO to provide information as detailed in SoW

Deliverable: Study report to be given in PowerPoint format and video conference (or face-to-face, if COVID-19 restrictions allow) Director-led presentation of results – as detailed in SOW

**Statement of Work**

**Project:** “Phase 2” of Reputation Measurement Programme / Public Sector RepTrak with Customers and Suppliers

**Project Start Date:** tbc 2021

**Project End Date:** by End 2021

**Project Overview**

The study will assess the reputation of the Defence Infrastructure Organisation among two stakeholder groups: its customers, and its suppliers. The project will collect both qualitative and quantitative data about the reputation of the Client, offer analysis through the RepTrak framework, and make recommendations for improvement. The project will build on analysis conducted in 2020. The project will be structured as follows:

- xxxx 2021: Provide quantitative analysis of reputation question data for DIO’s customers (end users). Circa 200-300 responses.
- xxxx 2021: Provide quantitative analysis of reputation question data for DIO’s customers and qualitative analysis of free text comments (Heads of Establishment). Response rate approx. 150.
- xxxx 2021: TLB Infra Heads: Carry out c6 qualitative interviews and provide analysis.
- xxxx 2021: Provide quantitative analysis of reputation question data for DIO’s suppliers and qualitative analysis of free text comments. Response rate approx. 30-40
- xxxx 2021: Defence senior stakeholders: Carry out c6 qualitative interviews and provide analysis.
- xxxx 2021: Provide an overall reputation report for DIO

**Services:**

Methodology: This is a quantitative and qualitative study amongst a number of different stakeholder groups.

With senior TLB Infra Head customers, RepTrak will conduct in-depth, qualitative interviews following an agreed Discussion Guide.

With Head of Establishment customers, RepTrak will take delivery of survey data from DIO for analysis.

With suppliers, RepTrak will take delivery of survey data from DIO for analysis.

With end users, RepTrak will take delivery of survey data from DIO for analysis.

With senior Defence stakeholders, RepTrak will carry out approx. 6 in-depth, qualitative interviews following an agreed Discussion Guide.

With relevant audiences, RepTrak will re-code reputationally relevant questions asked on DIO’s own quantitative surveys and analyse

verbatim, open-ended questions

Sample: The client will be responsible for providing the sample for the study.

Sample Size: Subject to sample restraints, RepTrak will interview six (6) TLB Infra Heads and approx. six (6) Defence senior stakeholders identified by the DIO. The DIO's support is required in inviting participants. For the quantitative analysis, the sample size is not limited and is dependent on the response rate to the DIO's own survey.

Analysis: RepTrak is responsible for the analysis, and will use the RepTrak methodology. The

DIO is required to provide respondent-level data files in an agreed format, with personally

identifying information removed. RepTrak's analysis will be placed in the context of the DIO strategy and strategic responses, which have been shared with RepTrak.

#### **Deliverables:**

Report in PowerPoint format and video conference (or face-to-face, if COVID-19 restrictions allow) Director-led presentation of results, which include:

- Overall organisation reputation
- Detailed Dimensions performance
- Levels of negative, 'fence sitters', and positive endorsement in each area
- Demographic analysis by stakeholder type
- Key Driver analysis
- Analysis of strengths and weaknesses, with reference to DIO strategy and strategic responses
- Qualitative analysis – including anonymised verbatim comments
- Recommendations for action to protect and improve reputation

#### **Project timing and activities:**

<b>Task</b>	<b>Timing</b>
Final sign off SOW / PO provision	29th January 2021
Development of quantitative questions and initial qualitative Discussion Guide development	tbc 2021
DIO shares quantitative data files	tbc 2021
Quantitative data analysis and reporting on DIO's customers (end-users)	tbc 2021
Quantitative data analysis and reporting on DIO's customers and Heads of Establishments	tbc 2021
TLB Infra Heads - 6 qualitative interviews + analysis	tbc 2021
Quantitative data analysis and reporting on DIO's suppliers	tbc 2021
Defence senior stakeholders - 6 qualitative interviews + analysis	tbc 2021
Draft analysis and report sent to DIO	tbc 2021
Report revisions and finalisation	Tbc 2021
Final report sent to DIO	tbc 2021

## Charges and Payment Terms

The total price for this project is £ ( + VAT). This price is valid up to and including 29<sup>th</sup> January 2021.

50% of the cost will be invoiced on signing of the SOW and 50% on completion.

## Contract Terms and Conditions

### Defence Conditions

DEFCON No/ Edn	Description
DEFCON 005J (Edn 11/16)	- Unique Identifiers
DEFCON 076 (Edn 12/06)	- Contractor's Personnel at Government Establishments
DEFCON 129J (Edn 11/16)	- The Use Of The Electronic Business Delivery Form
DEFCON 501 (Edn 11/17)	- Definitions and Interpretations
DEFCON 502 (Edn 05/17)	- Specifications Changes
DEFCON 503 (Edn 12/14)	- Formal Amendments To Contract
DEFCON 507 (Edn 10/18)	- Delivery
DEFCON 513 (Edn 11/16)	- Value Added Tax
DEFCON 514 (Edn 08/15)	- Material Breach
DEFCON 515 (Edn 02/17)	- Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	- Equality
DEFCON 518 (Edn 02/17)	- Transfer
DEFCON 520 (Edn 05/18)	- Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn 11/17)	- Payment and Recovery of Sums Due
DEFCON 526 (Edn 08/02)	- Notices
DEFCON 527 (Edn 09/97)	- Waiver
DEFCON 529 (Edn 09/97)	- Law (English)
DEFCON 531 (Edn 11/14)	- Disclosure of Information
DEFCON 532B (Edn 04/20)	- Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 534 (Edn 06/17)	- Subcontracting and Prompt Payment
DEFCON 537 (Edn 06/02)	- Rights of Third Parties
DEFCON 538 (Edn 06/02)	- Severability
DEFCON 539 (Edn 08/13)	- Transparency
DEFCON 550 (Edn 02/14)	- Child Labour and Employment Law
DEFCON 566 (Edn 12/18)	- Change of Control of Contractor
DEFCON 602B (Edn 12/06)	- Quality Assurance (Without Deliverable Quality Plan)
DEFCON 604 (Edn 06/14)	- Progress Reports
DEFCON 620 (Edn 05/17)	- Contract Change Control Procedure
DEFCON 630 (Edn 02/18)	- Framework Agreements
DEFCON 632 (Edn 08/12)	- Third Party Intellectual Property - Rights and Restrictions
DEFCON 656A (Edn 08/16)	- Termination for Convenience (Contracts Under £5M)
DEFCON 703 (Edn 08/13)	- Intellectual Property Rights - Vesting in the Authority

*For access to guidance on contracting with the MoD - <https://www.contracts.mod.uk/guidlines/>*

*For access to guidance on DEFCONS - <https://www.gov.uk/guidance/knowledge-in-defence-kid>*



## DEFFORM 111 (Edn 05/19) - Appendix - Addresses and Other Information

### 1. Commercial Officer

Name:

Address: DIO Commercial- Enabling Services, Rm 1.2.02-1.2.24, Kentigern House, 65 Brown Street, GLASGOW G2 8EX

Email: @mod.gov.uk



### 2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name:

Address DIO Corporate Communications Team, Kingston Road | Sutton Coldfield | West Midlands | B75 7RL

Email: @mod.gov.uk



### 3. Packaging Design Authority Organisation & point of contact:

n/a

(Where no address is shown please contact the Project Team in Box 2)

n/a

### 4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: n/a

n/a

(b) U.I.N. n/a

### 5. Drawings/Specifications are available from n/a

### 6. Intentionally Blank

### 7. Quality Assurance Representative: tbc

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS and DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

44 (0) 161 233 5394

### 9. Consignment Instructions The items are to be consigned as follows: n/a

### 10. Transport. The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM.** DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

#### Air Freight Centre

IMPORTS 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 030 679 81113 / 81114 Fax 0117 913 8943

#### Surface Freight Centre

IMPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

#### B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

### 11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

0151-242-2000 Fax: 0151-242-2809

#### Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

### 12. Forms and Documentation are available through \*:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

#### Applications via fax or email:

[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

#### \* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## REPUTATION (RI) UK LIMITED Terms and Conditions

**1. DEFINITIONS AND INTERPRETATION** 1.1 For the purpose of these Terms the following terms shall have the following meanings:

**“Charges”** means the charges payable in respect of the Services and Deliverables, as set out in the SOW; **“Client”** means the client whose details are set out in the Statement of Work;

**“Client Information”** means all information which is provided by the Client to RI for use in the performance of the Services and all Intellectual Property Rights therein;

**“Data Protection Laws”** shall mean as applicable and binding on the Client, RI and/or the Services:

(a) in the United Kingdom,  
(i) the Data Protection Act 2018; and/or  
(ii) the GDPR and/or any corresponding or equivalent national laws or regulations;  
(b) in member states of the European Union: the GDPR and all relevant member state laws or regulations giving effect to or corresponding with any of it; and

(c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.

**“Deliverables”** means the reports, advice and other deliverables (if any) to be provided pursuant to these Terms, as set out in the SOW;

**“Intellectual Property Rights”** means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

**“RI”** means Reputation (RI) UK Ltd /b/a The RepTrak Company of 150 Aldersgate Street, London EC1A 4AB

**“Services”** means the services in respect of the Project, to be provided by RI to the Client, as set out in the SOW;

**“Statement of Work” or “SOW”** means a statement of work that has been executed between the parties and that incorporates these Terms by reference; and

**“Terms”** means these Terms and Conditions.

1.2 References to clauses and schedules shall be to clauses and schedules of these Terms. The schedules to these Terms form part of these Terms

and shall be interpreted accordingly.

1.3 The clause headings in these Terms are inserted for ease of reference only and shall not affect the construction or interpretation of these Terms.

1.4 In these Terms the singular shall be deemed to include the plural and the plural shall be deemed to include the singular unless the context requires otherwise.

1.5 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.

## 2. SERVICES AND DELIVERABLES

2.1 In consideration of and subject to payment of the Charges, and subject to the terms and conditions hereof, RI hereby undertakes to provide or procure the provision of the Services and the Deliverables to the Client, and the Client agrees to purchase the Services and Deliverables from RI.

2.2 The Services shall be performed with reasonable skill and care in a manner consistent with generally accepted standards for identical or similar services.

2.3 The Client acknowledges that all the time estimates contained in the Statement(s) of Work are estimates provided for information and are dependent on the Client's performance of its obligations in accordance with the Terms and the Statement(s) of Work and in a timely manner.

2.4 RI and the Client may from time to time mutually agree to additional services by executing an additional SOW, which shall be subject to the terms and conditions set out in these Terms.

## 3. CHARGES AND PAYMENTS

3.1 In consideration for the provision of the Services, the Client shall pay the Charges in accordance with these Terms.

3.2 RI shall issue invoices for applicable Charges as set out in the SOW. RI reserves the right to invoice at other times as it deems appropriate.

3.3 The Client shall pay RI all amounts due in accordance with payment terms set out in the SOW or otherwise within 30 days of the invoice date (the “Due Date”).

3.4 All payments made or to be made under these Terms shall be made in full, without any deduction, withholding, set-off or counterclaim on account of any taxes or otherwise.

3.5 In the event any payment is not made by the Due Date, RI reserves the right to:

3.5.1 suspend the Services on written notice to Client until payment is made (in such case RI shall have no liability to Client for the consequences direct or otherwise of suspending the Services and Client shall

be liable to RI for any unavoidable direct costs of RI incurred or arising as a consequence of suspending Services); and/or

3.5.2 charge the Client interest on any payment not made by the Due Date, such interest to be calculated on a daily basis, both before and after any judgment, at the rate of 8 per cent per annum above the base rate from time to time of the Bank of England, for the period from the Due Date until the date on which it is actually paid. It shall be compounded quarterly and payable on demand.

3.6 In the event of a bona fide dispute regarding any invoice or other request for payment, the Client shall immediately notify RI in writing and the parties shall attempt promptly and in good faith to resolve any dispute regarding amounts owed. The Client shall pay all undisputed amounts on the Due Date.

3.7 All Charges hereunder are exclusive of VAT and all other taxes or duties. Where applicable, such taxes or duties shall be charged in addition to the Charges at the rates in force at the time of application.

#### **4. CLIENT'S OBLIGATIONS**

4.1 Client shall promptly perform all its obligations as set out herein (including, without limitation, those set out in the SOW) and shall provide at no charge to RI the Client Information, specifications, documents, data and other information and services necessary to enable RI to perform its obligations under these Terms including:

4.1.1 providing adequate access to Client's premises, where applicable, and to the appropriate Client personnel; and

4.1.2 taking decisions and making information available as requested by RI either within the timescales required by RI or in the absence of a required timescale as soon as reasonably practicable following the request being made.

4.2 Client shall ensure that all information contained in the Client Information shall be true, accurate and complete, and shall not infringe the rights of any third party. For the avoidance of doubt, Client hereby acknowledges and agrees that:

4.2.1 Client shall be responsible for verifying all Client Information prior to its provision to RI; and

4.2.2 RI shall bear no responsibility or liability for checking the Client Information prior to or during its use by RI pursuant to these Terms.

4.3 RI shall not be liable for any loss, damage or delay or failure to comply with its obligations hereunder which arises from Client's failure to comply with its obligations hereunder and the time for performance of RI's obligations under these Terms shall be extended where any delay is caused by a failure of the Client.

#### **5. DATA PROTECTION**

5.1 RI may collect and process personal data as a data controller (as such terms are defined in the Data Protection Laws) in the course of providing the Services. Where personal data is processed by RI as a data controller, such processing is carried out in accordance with RI's Privacy and Cookies Notice, which can be found at

<https://www.reputationinstitute.com/about/privacy>.

5.2 Where personal data is provided to RI by the Client, the Client shall have complied with all its obligations under the Data Protection Laws in respect of such personal data prior to, and in connection with, the provision of such personal data to RI.

5.3 In respect of any Services where the Client receives personal data from RI as part of such Services, each party will be considered an independent data controller in relation to such personal data and will comply with all requirements and obligations applicable under the Data Protection Laws.

#### **6. CONFIDENTIALITY**

6.1 Each party agrees to employ and to procure that its employees, agents and sub-contractors use all reasonable endeavours to ensure that all data and information relating to the other's business provided to or acquired by it, its employees, agents or sub-contractors ("Receiving Party") under these Terms is treated as secret and confidential and will not be disclosed to any third party without the prior written consent of other party unless:

6.1.1 the information was already lawfully known or became lawfully known to the Receiving Party independently of its involvement in these Terms;

6.1.2 the information is or becomes within the public domain other than due to the wrongful disclosure by the Receiving Party;

6.1.3 disclosure or use is necessary for the proper and effective performance of the Receiving Party's rights under these Terms;

6.1.4 disclosure is required by a person or body having a legal right, duty or obligation to have access to the information and then only in pursuance of such a legal right, duty or obligation; or

6.1.5 disclosure is to those employees, agents or sub-contractors who need to know the information in order to perform obligations under these Terms.

6.2 Notwithstanding the foregoing, the parties shall not unreasonably refuse to agree to the following:

6.2.1 an announcement of the fact that RI is providing the certain Services to Client;

6.2.2 press releases;

6.2.3 the preparation of a case study;

6.2.4 to act as a reference site.

6.3 The provisions of this clause 6 shall survive the termination of these Terms.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Nothing in these Terms will serve to transfer from RI to the Client any of the Deliverables, and all right, title and interest in and to the Deliverables will remain exclusively with RI and/or RI's licensors.

7.2 Subject to the payment of the Charges by the Client, RI hereby grants to the Client the non-exclusive, non-assignable, non-sub-licensable right to use the Deliverables in perpetuity for the Client's internal business purposes, and only to receive the benefit of the Services as contemplated hereunder.

7.3 Except for the rights expressly granted in these Terms, nothing in these Terms will serve to transfer from the Client to RI any of the Client Information, and all right, title and interest in and to the Client Information will remain exclusively with the Client.

7.4 The Client grants to RI a non-exclusive, worldwide, non-assignable, non-sub-licensable, royalty-free licence to use the Client Information for the sole purposes of performing its obligations under these Terms.

7.5 Nothing in these Terms shall prevent RI from using any know-how, methods, techniques or procedures owned or developed by RI in the course of providing the Services and/or Deliverables for any purpose.

7.6 All third party Intellectual Property Rights required by the Client to enable them to Use the Deliverables shall be procured by the Client. RI shall not be liable for any delay or failure of the Client to procure such third party Intellectual Property Rights.

## **8. TERM AND TERMINATION**

8.1 In respect of each SOW, these Terms shall commence on the Effective Date of the applicable SOW and shall continue thereafter until all Services under such SOW have been completed and all payments received in full, unless terminated earlier in accordance with the remaining provisions of this clause 8.

8.2 Either party may terminate these Terms or any SOW with immediate effect by written notice to the other party in the event that the other party:

8.2.1 commits any material breach of its obligations under these Terms and fails to remedy the same within thirty (30) working days of written notice to do so. For the avoidance of doubt, a failure to meet a deadline shall be considered a breach capable of being remedied.

8.2.2 has a receiver or administrator appointed over the whole or any substantial part of its business or assets, or if any order is made or a resolution is

passed for its winding up (other than for the purpose of a bona fide amalgamation or reconstruction of a solvent company).

8.3 The termination of these Terms shall be without prejudice to any other rights or remedies to which RI and Client may be entitled hereunder or at law.

8.4 On termination of these Terms:

8.4.1 RI shall be entitled to be paid (i) where Charges are quoted on a fixed price basis, all sums due in respect of completed milestones and a pro rata sum in respect of any part-completed milestones; and (ii) where charges are quoted on a time and materials basis all sums due in respect of any time spent and materials consumed; and

8.4.2 the rights and liabilities of either party accruing or accrued prior to the termination of these Terms or any SOW (or part thereof) shall not be affected.

8.5 The provisions of clauses 3 (to the extent of any unpaid obligations), 5, 6, 7, 8.3, 8.4, 9, 10, 12, 13 and 14, and any clauses required for their interpretation shall survive the termination of these Terms and shall remain in full force and effect.

## **9. WARRANTIES**

9.1 Save as expressly set out in these Terms, to the maximum extent permitted by applicable law RI hereby excludes all warranties of any kind, either express or implied, including but not limited to any (if any) implied warranties of merchantable quality, conditions of fitness for a particular purpose and any warranties arising by statute or otherwise in law, including but not limited to any warranty as to the accuracy and adequacy of any results generated through use of the Services, Software or Deliverables.

9.2 Client hereby represents that it shall (i) comply with all applicable local and foreign laws and regulations which may govern the use of the Services and Deliverables, and (ii) use the Services and Deliverables only for lawful purposes and in accordance with the terms of these Terms.

## **10. LIMITATION OF LIABILITY**

10.1 In the event that RI fails to comply with its obligations under these Terms then it shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the services hereunder.

10.2 In the event that RI's failure to comply with its obligations is not remedied pursuant to clause 10.1, then, subject to clause 10.4, the total amount of RI's liability to Client for all losses, damages, costs, claims and expenses howsoever and whenever arising from or in connection with these Terms, whether arising in contract, tort (including negligence) or otherwise, shall not exceed in aggregate the amount paid to RI under these Terms in the twelve month preceding the date

that the claim arose.

10.3 In no event shall RI (including its respective agents and sub-contractors) be liable for:

10.3.1 any loss of profits, anticipated savings, loss of data, business interruption, loss of use, loss of contracts, loss of management time, loss of goodwill and reputation (whether direct or indirect);

10.3.2 any special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with these Terms;

10.4 For the avoidance of doubt, nothing in these Terms shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for fraud or fraudulent misrepresentation.

10.5 Both parties accept that the limitations and exclusions set out in these Terms are reasonable having regard to all the circumstances. even if RI has been advised of the possibility of such damages, and whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.

## **11. USE OF SUB-CONTRACTORS AND AGENTS**

11.1 RI may engage any person, company or firm as its agent or sub-contractor to perform all or any of its obligations or duties under these Terms, provided always that such engagement shall not relieve RI from any of its obligations hereunder.

## **12. FORCE MAJEURE**

12.1 Neither party or any of its employees, servants, agents or sub-contractors shall be under any liability whatsoever to the other party for any non-performance, defective performance or delay in the performance of any of the services or work to be supplied hereunder caused directly or indirectly by an Act of God or by any other event or circumstance beyond the reasonable control of that party.

## **13. NON-SOLICITATION**

13.1 During the period these Terms is in effect and for a period of 6 months thereafter, the Client agrees not to solicit or to offer employment to any employees of RI or any sub-contractors used by RI hereunder without the prior written consent of RI.

13.2 In the event that the Client breaches clause 13.1, it shall be liable to pay, immediately on demand, and without prejudice to any other remedy that RI may have, the equivalent of 12 months gross salary of the employee so solicited and/or employed.

## **14. MISCELLANEOUS**

14.1 The waiver by either party of its rights in respect of any breach of any provision of these Terms shall not be taken or held to be a waiver in respect of any subsequent breach thereof.

14.2 No alteration, modification or addition to these Terms shall be valid unless made in writing and signed by the duly authorised representatives from both parties.

14.3 All notices, documents and other communications relating to these Terms must be in writing and delivered, or posted by first class pre-paid post or sent by facsimile transmission to the registered office of RI or Client as appropriate and any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of delivery if delivered by hand, on the expiry of 48 hours after posting or at the time of transmission in the case of facsimile transmission.

14.4 If any part of these Terms is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce these Terms as if the offending part or parts had not been included.

14.5 Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against RI and such third parties shall not be entitled to enforce any term of these Terms against RI.

14.6 Client may not assign the benefit of all or part of these Terms without the prior written consent of RI which shall not be unreasonably delayed or withheld.

14.7 RI and Client are independent contractors. Neither party is the agent or partner of the other, nor does these Terms create any joint venture between the parties. All financial obligations associated with Client's business are the sole responsibility of Client.

14.8 This Terms constitutes the entire Terms between the parties. Other than as expressly stated otherwise in these Terms neither party shall be under any liability for any representations made prior to or during the operation of these Terms.

14.9 This Terms shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.