

## **RM Partner Programme General Terms and Conditions**

In performing its obligations under this Agreement, the Partner shall comply with, or procure the compliance with, all of the obligations and commitments set out below in this Schedule 1.

### **1 Definitions and interpretation**

In this Agreement, unless the context otherwise requires:

#### ***“Accredited”***

This is an individual who has successfully completed the training and tests, specified by RM, in relation to a particular set of technologies, as detailed in Appendix 1 (Accreditation Matrix).

#### ***“Accredited Technician” or “AT”***

This is an organisation that provides first line and an onsite support service to schools that have a help desk support contract with RM. Under this three-way support arrangement RM continues to have a direct support relationship with the school.

#### ***“Audit Questionnaire”***

Completed by the Partner, this questionnaire forms the basis of the subsequent review by RM and associated contractual recommendations and objectives for service improvement.

#### ***“Commercial Partner”***

Means a Partner who refers their schools to RM. RM and the Partner will work together to prepare a contract with the school relating to the opportunity identified by the Partner, whereby RM will supply products, goods and / or services. RM will pay the commercial Partner a rebate based on a % (as agreed between RM and the Partner at that time) of the value of the products sold.

#### ***“Confidential Information”***

Means any information which is confidential in nature (whether or not specifically identified as such) including without limitation any and all current and future product information, roadmaps, technical or financial information, forecasts, school names, addresses, and related data, contracts, practices, services and support, procedures, and other business information including, but not limited to software, reports, methods, strategies, plans, documents, drawings, designs, tools, models, inventions and patent disclosures.

#### ***“Effective date”***

As defined in the Partner specific details table to this Agreement.

#### ***“Force Majeure Event”***

Any event outside the control of a party which directly causes that party to be unable to comply with all or a material part of its obligations under this Agreement.

#### ***“Inappropriate material”***

Includes items of a pornographic nature (both visual and audio), terrorist material, hate material, promotion of illegal drug use and any other material deemed inappropriate.

#### ***“Installation Sub-contractor”***

This is an engineer working directly for RM, delivering products and services to schools who have purchased an installation service from RM.

#### ***“Intellectual Property Rights” or “IPRs”***

Means: patents, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

#### ***“Minimum term”***

As defined in the Partner specific details table to this Agreement.

#### ***“Non-Conformance (NC)”***

Any project that is not completed within the allotted time onsite (for whatever reason) is deemed a ‘Non-conformance’.

#### ***“Partner”***

An Accredited Technician, Commercial Partner or Premier Service Partner, as named in the Partner specific details table to this Agreement.

#### ***“Partner Accreditation Matrix”***

Maintained by RM, this matrix provides clarity of our accreditation requirements by technology to access and utilise RM’s Installation Work Instructions, our third line support service desk and our training course materials. See Appendix 1 (Accreditation Matrix).

#### ***“Partner Personnel”***

Means any person who was at any time, or is employed by or sub-contracted on behalf of the Partner. For the avoidance of doubt this includes all such persons who may be employed or engaged by a sub-contractor of the Partner.

#### ***“Partner Programme Group”***

Provided and maintained by the Partner, an overall list of all schools that the Partner provides its services to.

#### ***“Partner Skills Matrix”***

Provides a record of RM accreditation by Partner technicians for the Partner’s CPD programme. Also clarifies which technologies Partners have chosen to install, support and train for which they have a requirement to access our services as well as those where they have chosen to deliver one or all of these services independently of RM and therefore have no requirement to utilise our services. See Appendix 2 (Partner Skills Matrix).

#### ***“Partner Support Group”***

This is a subset of the Partner Programme Group. Provided by the Partner, it is the group of RM supported schools that the Partner delivers services to.

#### ***“Payments”***

As defined in the official quotation provided to the Partner by RM.

#### ***“PPE”***

Means personal protective equipment as required by the site, health and safety policy or relevant procedure, the Partner and / or RM.

#### ***“Premier Service Partner”***

This is an organisation that provides a broad set of services which encompasses, but is not limited to providing the following directly to schools: support (first, second or helpdesk); installation; and training. RM will retain its intellectual property and the right to interface directly with schools, where appropriate, but on a day to day basis a school will liaise directly with the Premier Service Partner.

#### ***“Scope of Works (SOW)”***

This document details which RM products are to be provided and the services to be delivered. This document is school focussed and prepared by the RM service management team.

#### ***“Site Visit Brief (SVB)”***

This document details the schedule of works, school contact details, installations phases and part numbers and their associated descriptions. This document is engineer focussed and prepared by the RM service management team.

#### ***“RM Work Instruction” or “(WI)”***

The document authored and maintained by RM for use by commissioning agents for the installation of RM and third party hardware and software products to a standardised procedure.

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### **2 Personnel**

These provisions apply to the Partner's personnel (including but not limited to those who are Accredited):

#### **2.1 Site Safety:**

2.1.1 Where a member of the Partner's personnel considers that their work presents a risk to the health or safety of themselves, or those around them, the Partner must have appropriate escalation processes in place. When acting on RM's behalf they must escalate this issue immediately to their appointed RM contact.

2.1.2 The Partner shall ensure that all relevant personnel are trained in and comply when onsite with the following: manual handling, working at height, lone working and risk assessment.

2.1.3 When working onsite the Partner's personnel will need to have the appropriate PPE.

#### **2.2 Standards of behaviour:**

2.2.1 RM expects the Partner's staff to behave in a courteous and professional manner at all times.

2.2.2 The Partner should abide by the school's acceptable use policy. If in doubt Partner Personnel should restrict their usage of school systems, for example, internet access, strictly to the tasks required to complete the job assigned.

2.2.3 The Partner shall ensure that its personnel comply at all times with the policies applicable to the relevant site(s) at which it performs its obligations.

2.2.4 RM expects the Partner and the Partner Personnel to acknowledge the RM Values (see Appendix 7) whilst working with schools or on a site.

#### **2.3 Appearance and dress:**

2.3.1 The Partner must ensure that Partner Personnel appear smart and tidy and dress appropriately for the work to be undertaken. Where PPE is required, the requirement of smart clothes may be relaxed.

2.3.2 All clothing and equipment for site working (including PPE) will be supplied by the Partner for the Partner Personnel.

### **3 RM obligations**

RM shall:

- 3.1 provide support to Partners, as detailed in the relevant Schedules of this Agreement;
- 3.2 provide access for the Partner to the RM Knowledge Library, Communities and Support Online;
- 3.3 provide periodic newsletters and communications about new products, services and technical information to the Partner;
- 3.4 provide updates and patches for RM products to the Partner by the appropriate method
- 3.5 provide service management or an escalation point for Partners, as detailed in the relevant Schedules of this Agreement;
- 3.6 provide Partners with places at each annual programme of RM Seminars;
- 3.7 monitor incident usage and, at any time, recommend improvements to Partner processes in order to help manage incident usage. This may include identification of training needs or changes to working practices;

3.8 conduct an annual audit and review of services provided by the Partner under this Agreement and ensure that recommendations from the audit are being completed as necessary;

3.9 reserve the right to review the services delivered by either party under this Agreement. Any changes will be communicated to the Partner and any recommendations incorporated into this Agreement automatically, unless the Partner gives 30 days' notice to terminate this Agreement;

3.10 carry out quarterly and annual school surveys of Partner supported schools. The outputs will be shared with the Partner and added to any service reviews as deemed necessary by RM; and

3.11 reserve the right to manage a call received directly from a school if RM feels that it is in the best interests of the school in resolving the issues raised. In such an event, RM reserves the right to charge the Partner for services directly delivered to a school / site where RM's intervention is necessary to achieve a satisfactory resolution. RM will not support a school in this way without first discussing the issue with the Partner and providing them with an opportunity to resolve these issues themselves, if appropriate.

### **4 Partner obligations**

The Partner shall:

4.1 provide named contacts that will be responsible for contacting RM regarding the service. The contacts provided should be able to provide complete network information and undertake any testing or system checks when requested by the RM helpdesk;

4.2 provide a key contact for the duration of this Agreement. This key contact will be the point of contact for all communications with RM, such as contract renewal, contract updates, training dates, service or commercial escalations;

4.3 maintain their School Support Profile via RM Support Online, to enable RM to provide more time effective support;

4.4 in advance of the Effective Date, and each quarter thereafter, provide RM with an up to date list of sites to which they are providing services. This should cover both the overall list of schools they provide services to (the Partner Programme Group) and the subset of sites covered by the RM Partner Agreement (the Partner Support Group). Only sites registered in the Partner Support Group will be able to access protected areas of RM.com. RM will be unable to support the Partner in assisting sites not included in the Partner Support Group. It is the responsibility of the Partner to inform RM of any changes to this list;

4.5 ensure that the sites registered in the Partner Support Group have downloaded and installed any appropriate software updates from RM and/or any third party where those technologies are covered by this Agreement;

4.6 ensure that the sites it supports have current anti-virus software;

4.7 involve RM if and when schools have expressed any concerns or issues with any products or services provided by RM. In such circumstances and within the spirit of the partnership of this Agreement, RM expects the Partner to remain impartial, objective and to work with RM and the school to deliver a successful resolution. This should take the form of the following:

- Escalation to the Field Account Manager and/or Partner Programme Manager at RM;

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- Joint visit between a member of the RM Account Management team and the Partner to ensure the school is well informed; and
  - Review any outcomes of support escalations and complaints with RM.
- 4.8 if the Partner is actively seen to be debasing RM and/or RM products or services or removing them in the schools they support, then RM reserve the right to terminate this Agreement with immediate effect. The Partner will no longer be Accredited by RM and will not be entitled to the benefits of the Premier Service Partner scheme as laid out in the RM obligations at Clause 3 above;
- 4.9 ensure all Partner Personnel, who visit schools or have access to the personal data of children in the course of performing its obligations under this Agreement, have either an enhanced and current Disclosure and Barring Service (DBS) certificate or, if current, a Criminal Records Bureau Certificate. The Partner is responsible for the cost of carrying out any criminal record checks. The partners should produce proof of Criminal Records Bureau (CRB) / Disclosure and Barring Service (DBS) records if requested by the school;
- 4.10 notify RM if any Partner Personnel who, subsequent to commencement of employment as a member of the Partner's Personnel, receives a conviction of which the Partner is aware or reasonably should be aware or whose previous convictions become known to the Partner or the Partner Personnel or who may otherwise be considered unsuitable to be in a site (or similar) environment. Such individual may only continue to be engaged in connection with this Agreement with RM's prior written consent;
- 4.11 perform its obligations under this Agreement with all reasonable skill, care and diligence and in a professional, timely and competent manner in accordance with the provisions of this Agreement and Good Industry Practice;
- 4.12 have the appropriate qualifications and experience to perform the Partner's obligations in accordance with the terms of this Agreement;
- 4.13 at all times act with good faith in its dealings with RM;
- 4.14 obtain and maintain throughout the duration of this Agreement all the consents, licences and permissions (statutory, regulatory, contractual or otherwise) which are necessary to enable the performance of its obligations under this Agreement and shall assist RM in identifying and procuring any such licence, permission or consent that RM may require;
- 4.15 ensure in performing its obligations that it shall not cause any nuisance, annoyance or disturbance to RM or any third party whatsoever;
- 4.16 act in such a way so that the good name and reputation of RM and the Partner is not brought into disrepute or otherwise becomes adversely affected;
- 4.17 perform its obligations under this Agreement in such manner so as to co-ordinate with the normal activities of RM and any relevant third party and shall ensure that it does not interfere with any such activities (including, without limit, avoiding any noise or other disruption during exam times if relevant to any school of either party);
- 4.18 comply with the Law and all relevant codes of practice or other authoritative guidance relating to health and safety at work;
- 4.19 observe and apply the provisions of its, RM's, and any school's (if applicable) health and safety policies insofar as they relate to health and safety of contractors working on site;
- 4.20 in the performance of its obligations under this Agreement, not use or permit to be used any materials having a toxic hazard or other hazard to the health and safety of any individual or property;
- 4.21 permit RM to enter and inspect places where any of its obligations under this Agreement are being performed;
- 4.22 permit RM to inspect any assets, devices and/or equipment (of any kind) and any document or information relating to the performance of this Agreement;
- 4.23 inform RM, without delay, if there is any accident that causes injury or any incident causing ill health that is connected in any way to the performance of this Agreement;
- 4.24 send RM a copy of all completed RIDDOR report forms connected with this Agreement within ten (10) days of the date of the accident, notification or dangerous occurrence;
- 4.25 ensure that all accidents, diseases and dangerous occurrences are recorded and investigated and that reports of such investigations are submitted to RM if so requested;
- 4.26 not raise any objection or complaint, nor bring any claim against RM, should RM consider it necessary or desirable to inform any regulatory authority of any matter relevant to the Partner's performance under this Agreement;
- 4.27 pro-actively and in good faith participate in any service review(s) that RM may at any time request (including without limitation where any such service review may involve a school or otherwise) and provide such information as may reasonably be requested by RM at any time in connection with any such review;
- 4.28 not publish or use promotional materials prepared by or for the Partner that mentions RM or the Partner programme without RM's prior written approval;
- 4.29 Adhere to RM branding guidelines. On termination of the contract all references to RM should be removed from the Partner's literature (including, but not limited to, website and printed documentation);
- 4.30 be responsible for obtaining all licences, permits and approvals which are necessary or advisable for the performance of its duties under this Agreement;
- 4.31 represent RM accurately and fairly and at all times avoid misleading or unethical business practices;
- 4.32 be responsible for the issuing of all site specific risk assessments and method statements applicable to the works they are undertaking;
- 4.33 be responsible for all communication to sites and for ensuring that sites fully understand and participate in the Partner scheme agreed between the Partner and RM and the Terms and Conditions laid out in both this Agreement and the standard Terms and Conditions available at [www.rm.com](http://www.rm.com).
- 5 Inappropriate material**
- 5.1 The following summarises the steps the Partner should take in the event of discovering Inappropriate Material on any school's or educational establishment's computer. This applies whether the Partner discovers the material onsite or is performing off-site maintenance or other work. These guidelines apply to Partner support group sites.
- 5.2 The steps the Partner should take are as follows:
- 5.2.1 The engineer should inform their manager immediately, providing all relevant details (including school details,

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nature of work they are being asked to perform, date and time of discovery etc.); and

- 5.2.2 The Partner's manager should inform RM's service manager that such an incident has been registered. This is for awareness of the incident and to address communication needs as required, in particular with the school and potentially the police authority.

The following details are required:

Name of Partner Engineer  
Date and time of discovery  
Computer ID  
Location of computer at time of discovery  
Brief description of material discovered (if considered appropriate)  
Other comments

- 5.3 If the computer is on the Partner's premises when the Inappropriate Material is discovered, the computer storing the material should be quarantined immediately. The Inappropriate Material should not be copied, shared with other Partners or RM staff, or sent to anyone else in any format.
- 5.4 If there is any reason to believe that the Inappropriate Material includes any minors (children) or has been shown to, or accessed by, any minors the Partner has a legal obligation to inform the police immediately. The Partner's manager may wish to seek advice from RM on the procedure to be adopted.
- 5.5 The Partner must keep a full written record of every step taken if Inappropriate Material is discovered. This may be important in the event of subsequent investigations undertaken either by the school or the police.
- 5.6 If the school requests the Partner to do anything, the Partner must ensure that a member of the school's senior management team has either made or confirmed the request. This request will then need further approval from RM before any action is taken.

If the Partner or Partner's Personnel is asked any question by the school, they must provide only factual answers and should not offer their personal opinion.

### **6 Accreditation**

- 6.1 The Partner agrees that, in performing its obligations under this Agreement, it shall:
- For installation and training services: use only Accredited Partner Personnel.
  - For support services: ensure they meet RM Accreditation requirements as detailed in Appendix 1 (Accreditation Matrix).
- 6.2 In order to become accredited an individual must:
- Meet the pre-requisites for that skillset as detailed in Appendix 1 (Accreditation Matrix);
  - Attend the prescribed RM or approved third party training course for that skillset; and
  - Pass any exams that RM require for that skillset.
- 6.3 In order to maintain an Accreditation, an engineer must:
- attend any further training required for that skillset; and
  - Pass any further exams that required for that skillset.
- 6.4 It is acknowledged and agreed that each individual who is Accredited shall be Accredited in relation to a particular set of activities only and that different individuals employed by the Partner may be Accredited in relation to different sets of activities.

- 6.5 Where a Partner fails to achieve or maintain its Accreditation requirements in accordance with Appendix 1, RM reserves the right to terminate this Agreement immediately.

### **7 Audit process**

- 7.1 Partners providing services to schools are required to complete an audit questionnaire, which will be sent to them by RM, and return it to RM within 14 days of receipt. RM will review and progress this audit questionnaire as detailed in the relevant Schedules.

### **8 Complaints process**

- 8.1 RM expects the Partner to understand and fully support the importance of school satisfaction.
- 8.2 If RM receives a complaint that involves the Partner, RM will notify the Partner and depending on the nature of the complaint, RM may require the Partner to return to site within four (4) days of the complaint being raised, at no cost to RM or the school in order to resolve a valid complaint.
- 8.3 If a school complains about the behaviour of any Partner Personnel whilst on or off site, RM reserves the right to require the Partner to ensure that person has no further involvement with that school. Dependent on the severity of the complaint, the Partner may be required by RM to carry out an internal investigation within 72 hours of being notified and report back to RM in writing. If RM believes the issue to be of a serious nature, RM reserves the right to hold a meeting with the Partner within 7 working days of notifying the Partner at which time RM may take any action it deems necessary. For the avoidance of doubt, such a valid complaint will constitute a material breach of this Agreement.
- 8.4 In order to ensure the implementation of all Partner solutions meet RM's standards, RM reserves the right to audit any implementation that is being carried out / has already been completed without giving the Partner any advanced notice. RM also reserves the right to carry out an audit of the process by which the Partner coordinates the implementation of its activities with the schools and/or RM by visiting the Partner's coordination offices without notice.
- 8.5 Should there be a dispute over the quality of service provided by the Partner, and RM deems it necessary, a member of the Partner's senior management will accompany an RM manager to site so that the issues identified by RM can be reviewed. Should this be required, the visit must occur within four (4) days of the dispute being raised. During this visit, RM and Partner representatives shall use their reasonable endeavours to speak to the appointed school contact to understand their needs and grievances. RM and the Partner representatives will endeavour to reach a mutual agreement that is in the best interest of the school.

### **Partner escalation process**

- 8.6 Where a Partner encounters unhappy school(s), it is the Partner's responsibility to notify RM in the appropriate way. Such incidents may be identified in two categories: service issues and programme issues.

### **Service issues**

- 8.7 By definition service issues are connected with the school's experience of the service they receive from RM.

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- 8.8 If alerted to a serious issue by the school, the Partner will inform their RM Service Manager of the issue. The RM Service Manager will evaluate the issue and if necessary escalate to the RM School Experience team, who will log the issue on our internal school experience system.
- 8.9 If the Partner thinks the school is unhappy with RM in a more general, cumulative way they should contact their RM Service Manager proactively to discuss their concerns.
- Programme issues**
- 8.10 If the Partner themselves has a complaint about RM, they should proactively contact either their RM Service Manager or the Partner Programme Manager.
- 8.11 RM's Head of Product Marketing (Services), Service Management Team leader, Partner Programme Manager, Services Business Development Manager will need to be notified if we jointly determine that a formal complaint needs to be raised.
- 9. Pricing and payment**
- 9.1 Unless otherwise notified to the Partner in writing by RM, the Partner shall pay for any goods and / or services at the time of order.
- 9.2 RM reserves to right to claim interest at the rate of 4% per annum above the minimum base lending rate for the time being of the Bank of England, calculated on a daily basis on all sums due to RM and unpaid from the date on which Payment is due under this Agreement until the date on which Payment is made, both including the period before and after any Court judgement.
- 10. Intellectual property rights**
- 10.1 RM hereby grants to the Partner a non-exclusive, revocable, licence to use the RM IPRs for the sole purpose of conducting promotional activities. The rights granted to the Partner shall be revocable by RM immediately at any time upon RM giving notice to the Partner to that effect. In exercising its rights under this Clause 10.1, the Partner shall:
- 10.1.1 only use the RM IPRs as specifically directed and/or approved by RM;
- 10.1.2 not take any act, or make any omission, which in any way might serve to harm the reputation or brand image of any of the RM IPRs;
- 10.1.3 only use the RM IPRs specifically in connection with the performance of its obligations under this Agreement and not otherwise; and
- 10.1.4 immediately cease using the RM IPRs whenever requested by RM.
- 10.2 Nothing in this Agreement shall serve to transfer to from either party to this Agreement any IPRs previously owned by, or licensed to, the other party to this Agreement.
- 11 Confidentiality**
- 11.1 The Partner agrees to maintain in confidence and not disclose, reproduce or copy any materials, documentation or specifications which are provided to the Partner hereunder. The Partner shall take all reasonable steps to ensure that the Partner Personnel are bound by the same obligations and that such obligations ensure beyond any termination of employment with the Partner.
- 12 Insurance**
- 12.1 The Partner shall take out and maintain in force or procure the taking out and maintenance of insurances for:
- 12.1.1 public/products liability in the sum of not less than five million pounds (£5,000,000) in the aggregate;
- 12.1.2 employers' liability in the sum of not less than five million pounds (£5,000,000) in respect of each and every claim;
- 12.1.3 professional indemnity liability in the sum of not less than two million (£2,000,000) in respect of each and every claim; and
- 12.1.4 any other insurances as may be required by law and/or which it would be prudent for a party performing the obligations being performed by the Partner under this Agreement to maintain (provided that its cover requires to be effective in each case not later than the date on which it is required and from the date on which the relevant risk commences).
- 12.2 The Partner shall not take or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy which a party is an insured, a co-insured or additional insured person or noted on the policy.
- 12.3 The Partner shall provide to RM:
- 12.3.1 copies on request of all insurance policies relating to the above and RM shall be entitled to inspect them during ordinary business hours; and
- 12.3.2 evidence on request that the premiums payable under all insurance policies have been paid and that the insurances are in full force and effect.
- 13. General indemnity**
- 13.1 The Partner shall indemnify and keep indemnified RM and/or any school in respect of any and all actions, claims, demands, costs, losses, financial or non-financial penalties or charges, other charges and/or expenses (including legal expenses on an indemnity basis) that RM and/or any school may suffer or incur as a direct or indirect result of, or in consequence of, the performance or non-performance by the Partner of any of its obligations under this Agreement, or its negligence in performing any of its obligations under this Agreement and/or the presence on site of any Partner Personnel or other individual engaged by the Partner.
- 13.2 RM shall not in any event be liable for any indirect, special or consequential loss, howsoever arising (including but not limited to loss of anticipated profits, business, revenue, capital, anticipated savings, goodwill or of data) in connection with or arising out of the supply, functioning or use of the goods and / or services even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in this Agreement.
- 14. Limits on liability**
- 14.1 Each party's liability in respect of the following matters shall be unlimited:
- 14.1.1 for death or personal injury caused by its negligence or the negligence of its employees or agents;
- 14.1.2 damage to tangible or intangible property;
- 14.1.3 any breach of statutory duty suffered by the school;
- 14.1.4 under Part 1 of the Consumer Protection Act 1987;
- 14.1.5 for breach of any conditions as to title or quiet enjoyment implied by section 12 of the Sale of Goods Act 1979 (as amended) or section 2 of the supply of Goods and Services Act 1982 (as amended) under any express indemnities contained in this Agreement;
- 14.1.6 for fraudulent misrepresentation and/or any compensation payable on termination for corrupt gifts;
- 14.1.7 under Clauses 2 (Personnel), 10 (Intellectual Property Rights) and 11 (Confidentiality); and
- 14.1.8 for any other matter in respect of which law prescribes that liability may not be excluded or limited.
- 14.2 Subject to Clause 14.1, the Partner's liability under this Agreement in respect of:

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- 14.2.1 those matters required to be covered by the insurances referred to in Clause 12 (above) shall be limited to the level of cover required to be maintained by that Clause 12 (above); and
- 14.2.2 all other matters shall be limited to the greater of £1 million or 125% of the value of work to be performed under this Agreement.
- 14.3 Subject to Clause 14.1 (above), RM's aggregate liability under or in connection with this Agreement shall be limited to £10,000.
- 15. Termination**
- 15.1 Either party may immediately terminate this Agreement by giving notice in writing to the other party if any one or more of the following events happens:
- 15.1.1 the other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
- 15.1.2 the other party fails to remedy a material breach where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach within a period of thirty (30) days;
- 15.1.3 the other 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 1996;
- 15.1.4 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 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;
- 15.1.5 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;
- 15.1.6 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;
- 15.1.7 the holder of a floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 15.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 15.1.9 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 its assets and such attachment or process is not discharged within fourteen (14) days;
- 15.1.10 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 15.1.3 to Clause 15.1.9 (inclusive); or
- 15.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 15.2 RM shall have the right to terminate this Agreement at any time:
- 15.2.1 for any reason by serving not less than three (3) months' notice on the Partner;
- 15.2.2 if the Partner undergoes a change of control which (in RM's reasonable judgement) adversely affects its business or its conduct by serving not less than three (3) months' notice on the Partner; or
- 15.2.3 the Partner ceases to employ any individuals who are Accredited.
- 16. Consequences of termination**
- 16.1 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 16.2 Upon termination of this Agreement each of the parties shall immediately return to the other party (or, if the other party so requests by notice in writing, destroy) all of the other party's property in its possession at the date of termination, including all Confidential Information together with all copies of such Confidential Information and shall make no further use of such Confidential Information save as may be required (and to that extent and for that period only) for the continued performance of any remaining obligations under this Agreement.
- 16.3 Upon termination of this Agreement, the Partner shall take all reasonable steps to co-operate with RM and/or any replacement provider of services the same as or similar to those previously provided by the Partner to enable an efficient transition in the provision of such services.
- 16.4 RM shall be entitled to inform any relevant third parties (including schools of RM and/or the Partner) that, in relation to the RM Premier Service Partner programme, the Partner is no longer authorised to perform the work which it is authorised to perform under this Agreement.
- 16.5 RM will make direct contact with all schools registered in the Partner Support Group to advise of change of partnership and alternative arrangements being put in place.
- 17. Force Majeure Events**
- 17.1 If either party is affected by a Force Majeure Event it shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of the continuance of those matters and of any relevant change of circumstances whilst such Force Majeure Event continues.
- 17.2 The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise the effects of Force Majeure Event on the performance of its obligations under this Agreement.
- 17.3 Save as provided in Clause 17.5, the occurrence of a Force Majeure Event shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations due to a Force Majeure Event.
- 17.4 If the party affected by a Force Majeure Event fails to comply with its obligations under Clauses 17.1 and 17.2 (above), then no relief for the Force Majeure Event, including the provisions of Clause 17.3 (above), shall be available to it and the obligations of each party shall continue in force.
- 17.5 If the Force Majeure Event continues for longer than three (3) months either party may, at any time whilst such Force Majeure Event continues, by notice in writing to the other party immediately terminate this Agreement.
- 18. Miscellaneous**
- 18.1 Failure by either party to exercise or delay exercising any right or remedy provided under this Agreement shall not constitute or be deemed to be a waiver of that party's rights hereunder nor prejudice that party's rights to take subsequent action.

## **RM Partner Programme General Terms and Conditions**

- 18.2 The headings in this Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 18.3 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice the continuation in force of the remainder thereof.
- 18.4 This Agreement shall not be assigned by the Partner without the prior written consent of RM. Any such attempt to assign shall be void.
- 18.5 The Partner shall not sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent unless RM expressly agrees otherwise in writing.
- 18.6 Any notice required to be given under this Agreement shall be in writing and shall be sent to the address of the Partner as set out in the Partner specific details (for notices to be sent to the Partner) or the registered office of RM (for notices sent to RM).
- 18.7 Nothing in this Agreement shall make either party the agent or partner of the other or give either party the power to bind the other.
- 18.8 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.9 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 18.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 19. Entire agreement**
- 19.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 20. Law and Jurisdiction**
- 20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and both the Partner and RM hereby agree to the exclusive jurisdiction of the English Courts in the event of any dispute in relation thereto.