

Reynolds Training Services Limited

Terms & Conditions for the Supply of Services

1. Definitions & Interpretation

- 1.1 In these Conditions and the Contract Proposal, the following words and expressions shall have the following meanings:-
- “Cancellation Charges” those charges payable on cancellation of Classroom Training by the Client as detailed in condition 4.8;
 - “Charges” means the sums (exclusive of Value Added Tax) payable to RTS by the Client for the provision of the Services referred to in the Contract Proposal and Condition 4 (as may be expressly amended or supplemented by agreement in writing between the parties from time to time);
 - “Classroom Training” those Services that are delivered “face to face” rather than remotely;
 - “Client” means the person, firm or company named in the Contract Proposal for whom the Services will be provided;
 - “Client Materials” means any Documents or other materials, and any data or other information provided by the Client relating to the Services;
 - “Client Trainers” means (where applicable) those employees of the Client who are from time to time accredited by RTS as qualified to run Courses;
 - “Client Trainer Materials” training manuals, slides and other RTS Materials (in whatever format) to be used by Client Trainers in the delivery of Courses;
 - “Client’s Group” means and includes each and any subsidiary or holding company of the Client and each and any subsidiary of a holding company of the Client;
 - “Conditions” the standard terms and conditions set out in this document together with any special conditions set out in the Contract Proposal or otherwise agreed between RTS and the Client in writing;
 - “Confidential Information” means information of a confidential nature (including trade secrets and other information of commercial value) concerning RTS and/or the Services;
 - “Contract” means the contract between RTS and the Client for the provision of the Services incorporating these Conditions and the provisions of the Contract Proposal;
 - “Contract Proposal” means the written Proposal submitted to the Client (which incorporates these Conditions) describing the Services and associated details, which forms part of the Contract;
 - “Courses” training courses, consultancy and workshops undertaken by RTS accredited trainers and using materials developed and issued by RTS;
 - “Delegate Materials” RTS Materials purchased from RTS pursuant to Condition 8.1 for distribution to and training of delegates attending Courses;
 - “Document” includes, in addition to a document in writing, any electronic file, map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data (in whatever format);
 - “Expenses” expenses incurred by RTS in the performance of the Services, as detailed in Condition 4.4;
 - “Intellectual Property” means any patent, registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world;
 - “Online Training” means (where applicable) those Services acquired through accessing the RTS Website, comprising training provided remotely and/or online reinforcement of Classroom Training;
 - “Permitted Purpose” has the meaning given in Condition 5.1;
 - “RTS” means Reynolds Training Services Limited (registered in England under number 6880807) whose registered office is at 90 Orion Way, Laceby Acres, Grimsby DN34 5UF;



“RTS Materials”	means any training materials and other Documents (in whatever format) and any data or further information provided by RTS to the Client as part of the Services (including for the avoidance of doubt all materials existing prior to the date of the Contract or created as part of the Services) and all improvements, reissues and/or revisions thereof (to include, inter alia, Delegate Materials and Client Trainer Materials);
“RTS Website”	means www.reynoldstraining.com and/or any other website to which the Client is granted access by RTS for the purpose of receiving the Services;
“Services”	means the services described in the Contract Proposal to be provided by RTS to the Client under the Contract;
“Timetable”	means or refers to any timetable for the performance of the Services and the Client’s obligations under the Contract set out in the Contract Proposal or otherwise agreed by the parties in writing.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.4 If there is any ambiguity or inconsistency between the provisions of these Conditions and the provisions of the Contract Proposal then the provisions of these Conditions shall have priority.

2. Supply of the Services

- 2.1 RTS shall provide the Services to the Client subject always to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any written order, confirmation of order, specification or other document). Any changes or additions to the Services or these Conditions must be agreed in writing by a director of RTS.
- 2.2 The Client shall at its own expense supply RTS with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable RTS to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all Client Materials.
- 2.3 The Client shall at its own expense retain duplicate copies of all Client Materials provided to RTS under the Contract.
- 2.4 The Services shall be provided in all material respects in accordance with the Contract Proposal, subject to these Conditions. RTS shall use its reasonable endeavours to provide the Services in accordance with the Timetable (if any).
- 2.5 RTS may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory or EC requirements, or which do not affect the nature or quality of the Services.
- 2.6 The Client shall ensure that each of its employees or personnel who:
 - 2.6.1 are provided with any RTS Website access code or password keeps the same confidential and takes all appropriate steps to prevent the unauthorised disclosure or use of such access code or password; and
 - 2.6.2 accesses the RTS Website complies with RTS’s terms and conditions from time to time in force in relation to the use of the RTS Website (to include, inter alia, those Terms of Website Use accessible on the RTS Website).
- 2.7 Where the Services include the provision of remote training by CD-ROM or other electronic storage device or Online Training, RTS shall endeavour to resolve, through the provision of email and telephone support, such difficulties and queries as the Client may experience in using the same (“**Technical Queries**”) which may be raised by email or by telephone. RTS shall use reasonable endeavours to respond to emails and telephone calls raising Technical Queries within 2 working days of receipt of the same.
- 2.8 Each party shall, to the extent necessary in relation to its activities as contemplated by the Contract, at all times: (i) maintain all licences and registrations under any applicable laws, including the Data Protection Act 1998 (“**Data Protection Act**”); and (ii) comply with all applicable laws, including the Data Protection Act. Where personal data (as defined in the Data Protection Act) is disclosed to RTS and processed by RTS as part of the performance of the Services, the Client shall obtain all necessary consents and approvals to ensure that such processing is compliant with the Data Protection Act, and shall upon request by RTS provide evidence of such consents and approvals.

3. Warranties & limits relating to the Services

- 3.1 RTS warrants to the Client that all Services will be provided using reasonable care and skill.
- 3.2 Where the Services include Online Training, RTS warrants that the RTS Website shall be operational for at least 90% of the time when measured over any 12 month period.
- 3.3 The Client shall give notice to RTS as soon as it is reasonably able upon becoming aware of a breach of any of the warranties set out in Conditions 3.1 or 3.2. Subject to the Client giving notice to RTS in accordance with the foregoing, RTS shall remedy any breach of the warranties set out at Conditions 3.1 or 3.2 by re-performing the relevant Services free of charge. RTS shall have no liability or obligation under those warranties other than to remedy breaches of those in accordance with this Condition 3.3.
- 3.4 RTS does not warrant that the use of any CD-ROMs or other electronic storage devices or other RTS Materials provided in electronic format will be uninterrupted or error free.

4. Charges, Payment & Cancellations

- 4.1 Subject to any special terms agreed, the Client shall pay Charges, and any additional amounts which are due or agreed between RTS and the Client for the provision of the Services, strictly in accordance with these Conditions.
- 4.2 All amounts quoted for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 4.3 The Client shall pay the Charges to RTS in the amounts and on or before the dates or relevant milestones specified in the Contract Proposal or as otherwise agreed by the parties in writing (the “Costs Profile”). Unless any Costs Profile provides to the contrary, Charges and other amounts due:
 - 4.3.1 may be invoiced at any time after signing of the Contract Proposal, provision of the Services (or any part of the Services), delivery of the RTS Materials or the event to which they relate or, in the case of Cancellation Charges, at any time following cancellation; and
 - 4.3.2 shall be paid by the Client within 30 days from the date of the RTS’s invoice.
- 4.4 Where RTS incurs expenses of the following types in connection with the provision of the Services, they shall be chargeable in addition to the usual Charges specified in the Contract Proposal. Unless the Costs Profile provides otherwise, such expenses shall be charged at the following rates:
 - 4.4.1 Travel and accommodation costs - return car travel at 40p per mile; rail travel, business class air travel, road bridge tolls, car parking, accommodation and meals recharged at cost.
 - 4.4.2 Other expenses – costs of translating RTS Materials, freight of transporting such materials; venue and/or equipment hire (including electronic display equipment/projectors); and any other expenses reasonably incurred in connection with the provision of the Services.
- 4.5 Payment of all Charges and other amounts due to RTS shall be made in Sterling (or such other currency agreed by RTS and the Client in writing) and shall be made without any set-off or other deduction.
- 4.6 If payment of any Charges or other amounts due to RTS is not made by the due date, then RTS shall be entitled, without limiting any other rights it may have, to:
 - 4.6.1 suspend the provision of the Services (or any of them), including suspending any Classroom Training and/or blocking access to any Online Training; and/or
 - 4.6.2 terminate the Contract by notice to the Client pursuant to Condition 7.1.1, PROVIDED ALWAYS that the Client has failed to make payment within a further period of 30 days after being notified by RTS in writing of such late payment, as provided in Condition 7.1.1.
- 4.7 Without limiting any other rights it may have, if payment of any Charges or other amounts due to RTS is not made on or prior to the relevant due date, RTS shall be entitled to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Lloyds TSB Bank Plc from the relevant due date until the outstanding amount is paid in full. RTS reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 In the event that the Client cancels any Classroom Training the following Cancellation Charges shall be payable:
 - 4.8.1 where notice of cancellation is given less than 28 but more than 15 days before the scheduled date for the provision of the Classroom Training (not counting that scheduled date), a sum equal to 50% of the Charges applicable for that Classroom Training;
 - 4.8.2 where such notice is given between 15 and 7 days before the scheduled date for the provision of the Classroom Training (not counting that scheduled date), a sum equal to 70% of the Charges applicable for that Classroom Training;
 - 4.8.3 where such notice is given less than 7 days before the scheduled date for the provision of the Classroom Training (not counting that scheduled date), a sum equal to 90% of the Charges applicable for that Classroom Training.

Any waiver of or reductions to any Cancellation Charges payable under the Contract in accordance with the foregoing shall be at RTS’s sole discretion based upon the circumstances in which the cancellation is made.
- 4.9 All Charges and any other amounts/rates stated in the Contract Proposal are fixed for the period specified in the Contract Proposal or, if no period is specified, for a period of 12 months from its date. At the end of that period and annually thereafter, the Charges and any other amounts/rates may be increased by an amount proportionate to the increase in RTS’s standard quoted charges for the relevant Services since the date of the previous increase or, in the case of the first increase, the date of the Contract Proposal.

5. Intellectual Property Rights and Confidential Information

- 5.1 The copyright, trade marks and all other Intellectual Property rights in all RTS Materials and, subject to Condition 5.2 below, all other Intellectual Property rights (whether existing prior to the date of the Contract or which arise during the life of the Contract) in or relating to the Services shall belong to and shall at all times remain the absolute property of RTS, subject only to the non-exclusive, non-transferable right of the Client to use the RTS Materials for the purposes of the internal training of those delegates to whom the Services are provided under the Contract (the “Permitted Purpose”) during or after the life of the Contract. For the avoidance of doubt the Client shall use the RTS Materials for no purpose other than the Permitted Purpose and in particular, but without prejudice to the generality of the foregoing, shall not:

- 5.1.1 make any other commercial use thereof or use the same for the benefit of itself or any other company in the Client's Group or for any third party;
 - 5.1.2 directly or indirectly use or disclose any of the RTS Materials in whole or in part save for the Permitted Purpose and in accordance with these Conditions; or
 - 5.1.3 copy or reproduce any RTS Materials (or any part of them) in any form (which shall include not making any RTS Materials available on a computer network or otherwise electronically disseminating them) without RTS's prior written consent.
- 5.2 Without prejudice to Condition 5.1, the ownership of the property in the RTS Materials (other than any CD-ROM or other electronic storage device and any Client Trainer Materials) shall pass to the Client on delivery. The property in any CD-ROM or other electronic storage devices provided as part of the RTS Materials and in all Client Trainer Materials shall remain in RTS. All CD-ROMs and other electronic storage devices shall, unless returned earlier shall in any event be returned to RTS promptly upon completion of the Services in connection with which they have been provided.
- 5.3 The Client agrees and undertakes with RTS that during the life of the Contract and at all times thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of RTS disclose to any third party any Confidential Information unless it can be demonstrated by the Client that the information concerned is public knowledge or was already known to the Client at the time of disclosure by RTS (except under conditions of confidentiality) or subsequently becomes public knowledge other than by breach of the Contract or subsequently comes lawfully into the possession of the Client from a third party (except under conditions of confidentiality).
- 5.4 Subject to the limitations and exclusions contained in these Conditions, RTS warrants that the RTS Materials and their normal possession or use by the Client for the Permitted Purpose in accordance with these Conditions will not infringe the copyright or other Intellectual Property rights of any third party (an "**Intellectual Property Infringement**"), and RTS shall indemnify the Client against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any Intellectual Property Infringement provided always that the Client:
- 5.4.1 gives notice to RTS of any Intellectual Property Infringement forthwith upon becoming aware of the same;
 - 5.4.2 gives RTS the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of RTS; and
 - 5.4.3 acts in accordance with the reasonable instructions of RTS and gives to RTS such assistance as it shall reasonably require in respect of the conduct of the said defence including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court process and the provision of all relevant documents.
- 5.5 Notwithstanding Condition 5.4 above, RTS shall have no obligation to indemnify the Client in respect of an Intellectual Property Infringement to the extent that the Intellectual Property Infringement arises from the inclusion in the Services or RTS Materials of any Client Materials.
- 5.6 If any Intellectual Property Infringement arises, RTS may, at its option, procure for the Client the right to continue to receive the Services or use the RTS Materials (as the case may be), modify the Services or modify or replace the RTS Materials so that they are non-infringing; or cancel the relevant Contract and refund the sums paid by the Client in respect of the same.
- 5.7 Conditions 5.4 to 5.6 (inclusive) above state the entire liability of RTS to the Client in respect of any Intellectual Property Infringement.
- 5.8 The Client shall indemnify and keep RTS fully and effectively indemnified against all costs (including legal costs), damages, claims, demands, expenses and liabilities of whatever nature:
- 5.8.1 incurred or sustained by RTS as a result of any breach by the Client of its obligations under Conditions 2.6, 2.8 or 5.1 above;
 - 5.8.2 arising out of or in connection with any claim that the use by RTS in connection with the provision of the Services of any information or materials provided by the Client infringes the Intellectual Property or other rights of any third party.

6. Limitations of Liability

- 6.1 Except as expressly provided in these Conditions, the following provisions set out the entire financial liability of RTS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 6.1.1 any breach of these Conditions; and
 - 6.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 6.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3 Nothing in these Conditions excludes or limits the liability of RTS for death or personal injury caused by RTS's negligence or for fraudulent misrepresentation.

THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 6.4 AND 6.5 :-

- 6.4 RTS shall not be liable to the Client for any:
- 6.4.1 loss of profits;
 - 6.4.2 loss of anticipated profits;
 - 6.4.3 loss of anticipated savings;
 - 6.4.4 loss of expected future business;
 - 6.4.5 damage to the Client's reputation or goodwill; and/or
 - 6.4.6 corruption of any data;
- which arise out of or in connection with the performance or contemplated performance by RTS of the Contract, or
- 6.4.7 any damages, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) whether arising from negligence, breach of contract or howsoever caused which may not fairly and reasonably be considered to have arisen naturally from the breach by RTS of any obligation in the Contract and which were not at the date of the Contract reasonably foreseeable as liable to result from the breach.
- 6.5 Subject to Conditions 6.2 and 6.3 and without prejudice to Condition 6.4, RTS's total liability arising in contract (including without limitation any breach of these Conditions by RTS), tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising out of or in connection with the performance or contemplated performance by RTS of the Contract shall be limited to the following amounts:
- 6.5.1 in respect of damage to tangible property resulting from the negligence of RTS or its employees, the sum of £2,000,000; and
 - 6.5.2 in all other cases, the total sums paid or payable by the Client to RTS under the Contract.

7. Termination

- 7.1 RTS shall be entitled at any time to immediately terminate the Contract by giving written notice to the Client if the Client:
- 7.1.1 fails to pay any Charges or other amounts due to RTS by the relevant due date and fails to make payment within a further period of 30 days after being notified by RTS in writing of such late payment;
 - 7.1.2 directly or indirectly uses any RTS Materials for any purpose other than the Permitted Purpose or (except as expressly provided in these Conditions or the Contract Proposal and without prejudice to the foregoing) if the Client or any other company in the Client's Group makes any unauthorised commercial or non-commercial use of the RTS Materials; or
 - 7.1.3 commits any other material breach of any of the terms of the Contract or these Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified by RTS in writing of the breach requiring its remedy.
- 7.2 In the event of termination of the Contract under Condition 7.1, the Client shall immediately return to RTS all CD-ROMs and other electronic storage devices and Client Trainer Materials (if any) previously supplied to it and shall procure that no further Courses are delivered by Client Trainers.
- 7.3 Any termination of this agreement pursuant to this Condition 7 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8. Client Trainers

- 8.1 The Client shall ensure that no training is carried out, whether by Client Trainers or otherwise, using all or any part of the RTS Materials, except for the training of the Client's employees delivered by Client Trainers using Delegate Materials purchased from RTS at the rate specified in the Contract Proposal (or where no rate is specified, at RTS's standard rates from time to time in force).
- 8.2 The Client shall ensure that no material or substantive modification of the design or content of Courses occurs without the prior written permission of RTS, which shall not be withheld unreasonably.
- 8.3 Whenever a Client Trainer ceases to be employed by the Client, the Client shall immediately notify RTS in writing and shall procure that all Client Trainer Materials and other RTS Materials (other than Delegate Materials delivered on Courses) supplied to a Client Trainer are retained by the Client, along with all copies of such Client Trainer Materials and other RTS Materials.
- 8.4 The Client will, for quality control purposes, at least one month before the date of each Course delivered by a Client Trainer, provide RTS with information showing the date and location of such Course, the identity of the Client Trainer and the delegate list. RTS may at its discretion attend any such Course to monitor quality.
- 8.5 Client Trainers are required to be re-accredited periodically (usually on an annual basis) by RTS. The Client acknowledges that, for quality control purposes, annual re-accreditation will be withheld for any Client Trainer whose performance fails to achieve the required standard as judged by RTS in its sole discretion, from direct observation of training. RTS's charges in connection with re-accreditation of Client Trainers shall be calculated in accordance with the rates set out or referred to in the Contract Proposal or, where, no rates are specified, at RTS's standard rates for such services from time to time in force.
- 8.6 The Client shall pay to RTS an annual rental for each set of Client Trainer Materials provided to it at the rate set out in the Contract Proposal (or, where, no rates are specified, at RTS's standard rates from time to time in force).

- 8.7 If at any time the Client ceases to employ any accredited Client Trainers, it shall immediately notify RTS in writing and return to RTS all Client Trainer Materials (and any copies of such RTS Materials) previously supplied to it.

9. Non-solicitation of RTS employees/consultants

- 9.1 During the life of the Contract and for a period of 12 months after termination of the Contract neither party (the “Instigating Party”) shall either on its own account or in conjunction with or on behalf of any other person, firm or company directly or indirectly solicit or entice away from the other party (the “Aggrieved Party”) or (subject to Condition 9.2) employ any employee of, worker of or consultant to the Aggrieved Party (with whom the Instigating Party has had dealings during the life of the Contract) whether or not such person would commit a breach of his contract of employment or contract for services with the Aggrieved Party by reason of leaving the service of the Aggrieved Party.
- 9.2 It is acknowledged and agreed that the restrictions in Condition 9.1 upon either party employing any employee of, worker of or consultant to the Aggrieved Party shall only apply where the person concerned is deployed by the Instigating Party (or it is intended that such person will be so deployed) in the same or a similar role to that which such person was deployed by the Aggrieved Party during the life of the Contract.
- 9.3 The Client acknowledges and agrees that the restrictions set out in Condition 9.1 are not unreasonable in the circumstances.

10. Vocational Qualifications, Assessments & Accredited Training

- 10.1 All National Vocational Qualifications (NVQ) and other accreditations and assessments undertaken by RTS as part of the Services are provided to the Client in accordance with (and subject to) all relevant rules, regulations and criteria specified by the appropriate body or awarding organisation from time to time. Such accreditations and assessments may also be subject to additional terms and conditions notified to the Client by RTS from time to time.
- 10.2 RTS does not guarantee that delegates completing any Course via Online Training will be classed as competent by reference to any relevant nationally recognised or other standards, as this requires individual assessment which cannot be undertaken remotely.
- 10.3 It is the sole responsibility of the Client (not RTS) to ensure that each of its delegates satisfactorily completes any relevant Course.

11. General

- 11.1 These Conditions (including those terms, if any, set out in the Contract Proposal) are the only terms and conditions on which RTS is prepared to deal with the Client and constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.
- 11.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 If any provision of these Conditions or the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- 11.4 RTS may assign, license or sub-contract all or any part of its rights or obligations under Contract without the Client’s consent. The Client shall not without the prior written consent of RTS assign, transfer, licence, charge or deal in any other manner with the Contract or any of its rights under it, or purport to do any of the same, nor sub-contract any or all of its obligations under the Contract.
- 11.5 The Client warrants to RTS that it will comply in all respects with all applicable laws and regulations in force from time to time affecting its receipt or use of the RTS Materials supplied under the Contract.

12. Force Majeure

- 12.1 Neither party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, blockades, lock-outs, strikes or other labour disputes (whether or not relating to either party’s workforce), compliance with any law or governmental order, rule, regulation or direction, accident, failure of or disruption to any telephone service or other communications link or any equipment or computer (whether or not owned or operated by either party) or other technical failure, or inability or delay in obtaining supplies of adequate or suitable materials or data (an “Event of Force Majeure”).
- 12.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 12.3 If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate the Contract forthwith by notice to the other. Neither party shall have any liability to the other in respect of the termination of the Contract as a result of an Event of Force Majeure.

13. Advertising and Confidentiality

- 13.1 Each of RTS and the Client shall keep confidential the terms of the Contract.
- 13.2 Neither party shall make any press or other public announcement concerning any aspect of the Contract or make any use of the name of the other party in connection with or in consequence of the Contract without the prior written consent of the other party, which consent shall not be unreasonably delayed or withheld.

**14. Notices**

- 14.1 All notices between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post:
- 14.1.1 (in case of communications to RTS) to its registered office or such changed address as shall be notified to the Client by RTS; or
 - 14.1.2 (in the case of the communications to the Client) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client set out in the Contract Proposal or such other address as shall be notified to RTS by the Client for the purposes of this Condition.
- 14.2 Notices shall be deemed to have been received:
- 14.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); and
 - 14.2.2 if delivery by hand, on the day of delivery.

15. Governing Law and Jurisdiction

- 15.1 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.