RICS – TERMS & CONDITIONS

1 DEFINITIONS:

1.1 In these Terms and Conditions, the following definitions apply:

Contract	the contract between RICS and the Supplier in accordance with these terms and conditions ("T&Cs"), the Specification, and the Order;
Deliverables	any documents, products or materials developed by the Supplier or its employees, agents or contractors as part of or in relation to the Contract (other than the Goods), including without limitation, drawings, maps, plans, diagrams, designs, pictures, computer software, data, specifications and reports (including drafts).
Goods	the goods (or any part of them) set out in the Specification.
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions, and all similar or equivalent rights or forms of protection in any part of the world.
Order/Order Form	RICS' order for the supply of Goods and/or Services, as set out in RICS' Order or in its written acceptance of the Supplier's quotation, or attached, as the case may be, plus the PO number.
RICS	The Royal Institution of Chartered Surveyors, or any subsidiary of the Royal Institution of Chartered Surveyors that has contracted with the Supplier;
Services	the services, including any Deliverables, to be provided by the Supplier as set out in the Specification.
Specification	in relation to Goods, any specification for the Goods, (including any related plans and drawings) and in relation to Services, the description or specification for Services, as agreed in writing between the parties.
Supplier	the party named in the Order as the supplier of the Goods or Services.

2 STATUS OF CONTRACT

2.1 The Contract forms the entire agreement between the Supplier and RICS and will prevail over any standard terms provided by the Supplier regardless of their execution status. For the avoidance of doubt these T&Cs will prevail over any other agreement between the Parties except for signed formal written agreement covering the Goods and/or Services.

3 COMMENCEMENT AND TERM

3.1 The Contract will commence on the date specified in the Order or Specification and continue for the duration set out therein, or if not specified, until delivery of the Goods or completion of the Services, unless terminated pursuant to clause 6 (RICS remedies) or 15 (Termination).

4 GOODS AND DELIVERABLES

4.1 The Supplier will ensure that the Goods and/or Deliverables:

4.1.1 correspond to their description and/or Specification;

4.1.2 are provided in accordance this Contract; and

4.1.3 are of satisfactory quality and fit for purpose, free from defects in design, materials and workmanship and remain so for 12 months after delivery (or any longer period stated elsewhere in the Contract).

The Supplier will replace or correct any deficiency at its own expense.

4.2 The Supplier will deliver the Goods and/or Deliverables on the date specified in the Contract or, if no date is specified, within ten days of the date of the Order.

4.3 Title and risk shall pass to RICS on acceptance in accordance with the Specification or in writing by RICS. Signature to acknowledge delivery shall not be evidence that the items are complete and free from damage at the time of delivery.

5 SERVICES

5.1 The Supplier shall provide the Services on the dates specified in the Contract. If no dates are specified, then the Supplier shall commence the Services as soon as practicable and complete the Services in a timely manner.

5.2 **Warranties:** The Supplier warrants and agrees that it has full power and authority to execute, deliver and perform its obligations under the Contract and it will:

5.2.1 comply with all RICS's reasonable instructions in relation to the Services;

5.2.2 perform the Services with all reasonable skill, care and diligence and in accordance with best practice in the Supplier's industry, profession or trade;

5.2.3 comply with all applicable law, regulation, guidance and codes of practice;

5.2.4 obtain and maintain at all times all licences and consents required for the Goods and/or Services and shall comply with all applicable laws and regulations, and any other rules and security arrangements of RICS;

5.2.5 use personnel who are suitably qualified, skilled and experienced;

5.2.6 ensure that the Goods and Services conform with the Specification, and that they are fit for any purpose expressly or impliedly made known to the Supplier by RICS;

5.2.7 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.2.8 use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Goods and/or Services are free from defects in workmanship, installation and design and not damaged in transit.

6 RICS REMEDIES

6.1 If the Supplier fails to deliver the Goods and/or perform the Services in accordance with its obligations, RICS shall, without limiting its other rights or remedies, have one or more of the following rights. RICS may:

6.1.1 terminate the Contract by giving written notice to the Supplier;

6.1.2 in the case of Goods, reject the Goods whether or not title has passed;

6.1.3 refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.4 recover from the Supplier any costs incurred by RICS in obtaining substitute goods and/or services; and

6.1.5 receive a refund from the Supplier if RICS has paid in advance for Services or Goods that have not been provided by the Supplier in accordance with its obligations.

7 CHARGES AND PAYMENT

7.1 **Charges:** The charges for the Goods and/or Services will be the price set out in the Order or Specification.

7.2 All charges are exclusive of VAT.

7.3 All charges inclusive of all costs and expenses, including in the case of Goods, the costs of packaging, insurance and carriage. No other charges will be payable unless agreed in writing by RICS.

7.4 **Invoicing:** Unless otherwise stated in the Specification, the Supplier will invoice RICS after completion of delivery of Goods or on completion of the Services.

7.5 **Payment:** Provided that the Goods and/or Services comply with clause 4.2, RICS will pay invoices within 45 days of receipt of a valid and undisputed invoice. Each invoice shall include such supporting information as is required by RICS including a valid purchase order number, bank details and itemized service tax as applicable,

7.6 If RICS fails to pay any undisputed amount properly due and payable by it under the Contract, the Supplier may charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of The Bank of England from the due date up to the date of payment.

7.7 RICS may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by RICS to the Supplier.

7.8 **Records:** The Supplier will maintain complete and accurate records of Goods delivered, and of time spent and materials used in providing the Goods and Services and RICS may inspect such records at reasonable times on request.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 **Warranty:** In respect of the Goods, the Supplier warrants that it has full and unencumbered title and unrestricted rights to sell and transfer the Goods to RICS.

8.2 **Retained IP:** Each party will retain all rights in its pre- existing Intellectual Property Rights, together with any modifications or derivatives ("**Retained IP**"). All materials, equipment, tools, drawings, specifications and data provided by RICS to the Supplier, and the Property Rights in them, are the exclusive property of RICS. The Supplier has no right to use the RICS' name and logo unless expressly granted in the Contract.

8.3 **Developed IP:** The Supplier hereby assigns to RICS, with full title guarantee and free from all third party rights, all Intellectual Property Rights in materials generated from the Services, including the Deliverables ("**Developed IP**"). The Supplier hereby grants to RICS a royalty-free, worldwide, perpetual and irrevocable license to use and modify any Retained IP of the Supplier or third parties so far as is necessary to use, copy and modify any Developed IP.

8.4 **Waiver and Execution:** The Supplier shall obtain waivers of all moral rights in those materials to which any individual is now or may be at any future time entitled.

8.5 Supplier shall ensure that the Goods and/or Services do not infringe any third-party Intellectual Property Rights.

8.6 The Supplier shall do all such acts and execute of all such documents as RICS may require for the purpose of securing for RICS the full benefit of the Contract.

9 INDEMNITY

9.1 The Supplier shall indemnify and keep RICS indemnified against any and all liability, costs (including legal costs), expenses, damages and losses (whether direct or indirect) incurred by RICS as a result of or in connection with (a) the supply and/or receipt and use of Goods and/or Services (b) any breach of data protection laws and regulations (c) any breach of the Contract by the Supplier and/or (d) any infringement of any Intellectual Property Right resulting from the Supplier's provision of Goods or performance of the Services or from RICS' use of the Goods, Developed IP and/or Services. This clause shall survive termination of the Contract.

10 INSURANCE

10.1 For the duration of the Contract and for six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, public liability insurance and, where appropriate, professional indemnity insurance and employer's liability insurance, to cover the liabilities that may arise under or in connection with the Contract and shall, on RICS' request, produce full details of such cover.

11 LIABILITY

11.1 The maximum aggregate liability of RICS to the Supplier, whether in contract, tort or otherwise, shall not exceed the Charges payable to the Supplier under this Contract, excluding liability for fraud, death or personal injury or other liability that cannot be limited by law.

12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

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

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13 DATA PROTECTION

13.1 To the extent that the Supplier is required, to perform the Contract, to process any personal data on behalf of RICS, the Supplier will comply in full with all data protection laws and regulations.

13.2 In connection with this Contract, the Supplier will:

13.2.1 process personal data only in accordance with the written instructions of RICS and to the extent, and in such a manner, as is reasonably necessary to perform the Contract;

13.2.2 implement adequate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, alteration or disclosure;

13.2.3 not (and will ensure that its personnel do not) publish, disclose or divulge any personal data to any third party, nor allow any third party to process personal data on its behalf, without the prior written consent of RICS;

13.2.4 not transfer personal data outside the European Economic Area; and

13.2.5 use reasonable endeavours to assist RICS in a timely manner with any subject access request or complaint received relating to data processed by the Supplier under this Contract and promptly (within 48 hours) notify RICS of any such request or complaint received by it.

14 COMPLIANCE

14.1 The Supplier warrants and undertakes to RICS that:

14.1.1 neither the Supplier nor any of its officers, employees or its subcontractors or suppliers has committed or been investigated for an offence involving bribery, corruption or slavery or will do so;

14.1.2 it will comply with all applicable laws, regulations and codes of conduct in relation to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010) and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (including [but not limited to the Modern Slavery Act 2015);

14.1.3 it shall maintain, implement and comply with its own policies and procedures for compliance with the laws and regulations, set out in clause 14.1.3 and shall comply with any additional policy requirements stipulated by RICS;

14.1.4 neither the Supplier nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducements or reward (or anything which might be considered an inducement or reward) in connection with this Contract or supplying the Goods or performing the Services; and

14.1.5 it shall notify RICS immediately in writing if it becomes aware that it or any breach of this Clause.

15 TERMINATION

15.1 RICS may terminate the Contract at any time by giving the Supplier at least one month'sprior written notice.

15.2 RICS may terminate the Contract with immediate effect by giving notice to the Supplier if the Supplier:

15.2.1 commits a material breach of this Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of receipt of notice of the breach or acts in a manner which is potentially damaging to the reputation of RICS;

15.2.2 commits any breach of clauses 13 (Data Protection) or

15.2.3 14 (Compliance) or any persistent breaches of any provision of this Contract;

15.2.4 is unable to pay its debts or makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to it, or it is or becomes bankrupt or convicted of a criminal offence;

15.2.5 ceases to perform the Contract or to hold any licence, consent, registration or authorisation that is necessary or appropriate for it to hold for the purposes of this Contract; or

15.2.6 if there is a change of control of the Supplier, as defined by statute in respect of companies.

16 CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract for any reason the accrued rights and remedies of the parties as at termination shall not be affected and clauses which expressly or by implication have effect after termination (including but not limited to clauses 9 (Indemnity) 10 (Insurance) and 12 (Confidentiality) shall continue in full force and effect. On termination the Supplier shall immediately return to RICS all documents, records, materials and any other information of property belonging to RICS.

17 GENERAL

17.1 **Assignment and subcontracting:** The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this contract, unless it has been agreed in writing by RICS.

17.2 **Notices:** Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business. Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

17.3 **Non Waiver**: No failure or delay by a party in exercising any right or remedy under this contract or by law shall constitute a waiver of that or any other right or remedy.

17.4 **Severance**: If any provision (or part of any provision) of this contract is held to be invalid, illegal or unenforceable, the remaining provision or part of the provision shall remain valid and not be affected.

17.5 **No partnership**: The relationship of the Supplier to RICS is that of independent contractor and nothing in this contract is intended to constitute a partnership or joint venture or render the Supplier an employee. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.6 **Third parties:** A person who is not a party to this contract shall not have any rights under or in connection with it.

17.7 **Variation**: Any variation, including any additional terms and conditions, to this contract shall only be binding when agreed in writing and signed by a duly authorised officer of each party.

17.8 **Governing law and jurisdiction**: This contract shall be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England.