



G-CLOUD 15

Terms & Conditions

RTA ASSOCIATES LIMITED

RTA ORDERPRO – DIGITAL TRAFFIC ORDERS MANAGED SERVICE

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SERVICES AGREEMENT

AGREED TERMS

Should these terms and conditions contradict those in the framework call off contract, the framework call off contract shall prevail.

1 INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1 Definitions:

- 1.1.1 **"Authorised Users"** means those employees and independent contractors of the Client who are entitled to use RTA OrderPro under this Agreement.
- 1.1.2 **"Business Day"** means any day which is not a Saturday, Sunday or public holiday in the UK.
- 1.1.3 **"Confidential Information"** means information that is proprietary or confidential and is clearly labelled as such
- 1.1.4 **"Data Authentication Service"** means services and surveys provided to ensure the data mapped or uploaded to the geodatabase is accurate and fit for purpose.
- 1.1.5 **"Data Protection Legislation"** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). "Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures" shall have the meaning given in the Data Protection Legislation.
- 1.1.6 **"Effective Date"** means the date specified in the Order Form.
- 1.1.7 **"EIR"** means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
- 1.1.8 **"Fees"** means the fees payable to RTAA, as described in Order Form.
- 1.1.9 **"FOIA"** means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
- 1.1.10 **Heightened Cybersecurity Requirements:** any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions applicable to the Client or its end users (including any Authorised User), but not the Supplier, relating to the security of network and information systems and security breach and incident reporting requirements. This may include, where applicable, the Network and Information Systems Regulations 2018 (SI 506/2018), associated guidance issued by the UK government and competent authorities, and any successor or amended legislation.
- 1.1.11 **"Normal Business Hours"** means 9.00am to 5.00 pm local UK time, each Business Day.

- 1.1.12 **"Survey"** means the on-site survey, mapping and consolidation exercise carried out by RTAA of TRO, MTO and non-TRO items in the Administrative Boundary.
- 1.1.13 **"Order Form"** means the Order Form attached to this Agreement in the Call off Contract and any future Order Forms entered into by or on behalf of the Client and RTAA, all of which shall be deemed incorporating this Agreement.
- 1.1.14 **"Public Portal"** means the online portal with which the Client can display DTROs and interact with members of the public (if applicable).
- 1.1.15 **"Public Consultation module"** means the online portal from which the Client can create surveys, publish surveys and download analytics of the survey results for reports (if applicable).
- 1.1.16 **"Onsite reporting tool and Highways maintenance module"** means the online portal from which the Client can report issues from site, delegate the issue to an officer/Team for resolution, check on progress of the resolution of the issue and sign off the issue as resolved (if applicable).
- 1.1.17 **"DTRO Conversion tool"** is an online tool for converting Orders created in off the shelf GIS software to the standards required by DfT's D-TRO hub and the tool submits them to the DTRO hub (if applicable).
- 1.1.18 **"Bespoke Partner API"** is available for clients who wish to transfer their DTRO data automatically into other Corporate systems (eg asset management, enforcement or planning systems (if applicable).
- 1.1.19 **"Pre-Survey Questionnaire"** means the questionnaire provided by RTAA to the Client to be completed prior to the commencement of the Survey.
- 1.1.20 **"RTA OrderPro"** means RTAA's proprietary software solution which digitises, manages and maintains the Service Data. RTA OrderPro includes any of its associated modules.
- 1.1.21 **"Services"** means the Set-up Services, the provision and access to RTA OrderPro and the ongoing management and maintenance of Service Data by RTAA via RTA OrderPro.
- 1.1.22 **"Set-up Fees"** means the fees for the Set-up Services as set out in the Order Form. The Set-up Fee shall be in addition to the Survey fee (if applicable).
- 1.1.23 **"Set-up Services"** means the set-up services specified in a relevant Order Form, excluding the Data Authentication Services and if required on-site Surveys.
- 1.1.24 **"Specification"** means the functionality and performance specifications of RTA OrderPro.
- 1.1.25 **"Annual Fees"** means the fees for the Services as set out in the Order Form.
- 1.1.26 **"Administrative Boundary"** means the geographical location within which Service Data will be collected.
- 1.1.27 **"Service Data"** means including but not limited to the TRO, TTRO, ETRO, MTO, non-TRO, car park locations, footprints, traffic records and any other data inputted into RTA OrderPro by RTAA on the Client's behalf or by the Client or Authorised Users for the Administrative Boundary. The Service Data will be obtained by RTAA during the course of providing the Services.

- 1.1.28 **"UK Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended."
- 1.1.29 **"Virus"** means any item or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation, public body or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to **writing** or **written** includes e-mail.
- 1.7 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.9 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 SET-UP SERVICES

- 2.1 Subject to the terms of this Agreement, RTAA shall use reasonable endeavours to perform the Set-up Services in accordance with the relevant Order Form (including the timeframes and delivery dates specified therein), but any such dates shall be estimates only, and time shall not be of the essence in this Agreement.
- 2.2 The Client shall designate a single point of contact within its organisation with sufficient seniority and authorisation to assist with and oversee the Set-up Services ("**Project Manager**"). The Project Manager shall use reasonable endeavours to keep in regular contact with RTAA and where appropriate, meet with RTAA to ensure timely completion

of the Set-up Services.

3 USE OF RTA ORDERPRO

3.1 In relation to RTA OrderPro:

- 3.1.1 RTAA hereby grants to the Client on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow Authorised Users to access and use RTA OrderPro and its associated modules if ordered.
- 3.1.2 the Client shall not store, distribute, introduce or transmit through RTA OrderPro any Virus, or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- 3.1.3 the Client shall not:
 - 3.1.3.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of RTA OrderPro or any of its associated modules except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - 3.1.3.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of RTA OrderPro or any of its associated modules, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - 3.1.3.3 access all or any part of RTA OrderPro in order to build a product or service which competes with RTA OrderPro, Public Portal and/or the Services
 - 3.1.3.4 use RTA OrderPro to provide services to third parties; or
 - 3.1.3.5 subject to clause 20.1, transfer, temporarily or permanently, any of its rights under this agreement, or
 - 3.1.3.6 attempt to obtain, or assist third parties in obtaining, access to RTA OrderPro, or any of its associated modules other than as provided under this clause 3.1.3; and
- 3.1.4 the Client shall use reasonable endeavours to prevent any unauthorised access to, or use of, RTA OrderPro or Public Portal and notify RTAA promptly of any such unauthorised access or use.

3.2 In relation to Authorised Users:

- 3.2.1 certain Authorised Users will be granted 'read-only access' to the RTA OrderPro and others will be permitted to input and upload and verify Service Data on RTA OrderPro as defined by the Client.
- 3.2.2 the Client shall maintain a written list of current Authorised Users of RTA OrderPro, and the Client shall provide such list to RTAA as may be reasonably requested by RTAA from time to time;
- 3.2.3 RTAA may audit RTA OrderPro regarding the name and password for each Authorised User. Such audit may be conducted no more than once per quarter, at RTAA's expense,

and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Client's normal conduct of business;

- 3.2.4 if such audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to RTAA's other rights, the Client shall promptly disable such passwords and shall not issue any new passwords to such individuals; and
- 3.2.5 the Client shall be liable for the acts and omissions of the Authorised Users as if they were its own and shall procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Client under this Agreement.
- 3.3 the Client shall be solely responsible for verifying the accuracy and completeness of any Service Data that it or its Authorised Users uploads and inputs onto the RTA OrderPro.

4 ADDITIONAL SERVICES

- 4.1 RTAA may from time to time develop, and the Client can choose to receive, additional services.

5 AVAILABILITY

- 5.1 RTAA will use reasonable commercial efforts to ensure that RTA OrderPro is available for at least 99.9% of the time during any calendar month throughout the Term (excluding scheduled downtime).
- 5.2 RTAA will notify you of any period of scheduled downtime at least 3 days in advance. During any period of scheduled downtime, unavailability of RTA OrderPro will be communicated to you via email or via your account login screen. The Client acknowledges that it may receive no advance notification for downtime caused by emergency maintenance.

6 SERVICE DATA

- 6.1 The Client shall own all rights, title and interest in and to all of the Service Data.
- 6.2 RTAA shall follow its standard archiving procedures for Service Data. In the event of any loss or damage to Service Data whilst within RTA OrderPro, the Client's sole and exclusive remedy against RTAA shall be for RTAA to use reasonable commercial endeavours to restore the lost or damaged Service Data from the latest back-up of such Service Data maintained by RTAA in accordance with its standard archiving procedures. RTAA shall not be responsible for any loss, destruction, alteration or disclosure of Service Data caused by an Authorised User or other third party (except those third parties sub-contracted by RTAA to perform services related to Service Data maintenance and back-up for which RTAA shall remain fully liable under clause 4.7).
- 6.3 Client hereby grants a non-exclusive, royalty-free, perpetual, worldwide licence to RTAA use the Service Data for the purposes of advertising and promoting the RTA OrderPro and RTAA's services.
- 6.4 Both parties shall comply with their respective obligations under Data Protection Legislation.

7 RTAA'S OBLIGATIONS

- 7.1 RTAA undertakes that the Services will be performed with reasonable skill and care and that RTA OrderPro shall conform materially in accordance with the Specification.

- 7.2 If RTA OrderPro does not conform with the foregoing undertaking, RTAA will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, RTAA does not warrant that RTA OrderPro will be free from Vulnerabilities or that the Client's use of RTA OrderPro, any of its associated modules and the Services will be uninterrupted or error-free.
- 7.3 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of RTA OrderPro contrary to RTAA's instructions or modification or alteration of RTA OrderPro by any party other than RTAA or RTAA's duly authorised contractors or agents.
- 7.4 This agreement shall not prevent RTAA from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this agreement.

8 CLIENT'S OBLIGATIONS

8.1 The Client shall:

8.1.1 provide RTAA with:

8.1.1.1 all necessary co-operation in relation to this Agreement; and

8.1.1.2 all necessary access to such information and Client systems and Applications as may be required by RTAA, including to the Pre-Survey Questionnaire.

in order to render the Services;

8.1.2 appoint the Project Manager, who shall have the authority to contractually bind the Client on all matters relating to this Agreement. The Client shall use reasonable endeavours to ensure continuity of the Project Manager;

8.1.3 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement; and

8.1.4 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, RTAA may adjust any timetable or delivery set out in this agreement as reasonably necessary.

9 CHARGES AND PAYMENT

9.1 The Client shall pay the Fees, and any other charges (including expenses) expressly agreed between the parties in writing at the rates and in the manner described in the Order.

9.2 RTAA shall be entitled to invoice the Client:

9.2.1 In respect of all Set-up Fees on receipt of the purchase order requesting the service initially and must be received prior to access to RTA OrderPro.

9.2.2 In respect of the Annual Fees, on receipt of purchase order prior to access to RTA OrderPro and then on receipt of purchase orders for annual renewals, which must be received 8 weeks prior to the anniversary of the initial access. Renewal fees are payable on receipt of the annual renewal purchase order.

- 9.2.3 in respect of any out-of-pocket expenses (e.g. travel and accommodation expenses), at the end of the relevant month in which they were incurred.
- 9.3 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to RTAA's invoice(s) at the appropriate rate.
- 9.4 Each invoice is due and payable 28 days after the invoice date. If RTAA has not received payment within five days after the due date, and without prejudice to any other rights and remedies of RTAA:
- 9.4.1 RTAA shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time (but at 4% a year for any period when that base rate is below 0%), commencing on the due date and continuing until fully paid, whether before or after judgment.
- 10 PROPRIETARY RIGHTS**
- 10.1 The Client acknowledges and agrees that RTAA and/or its licensors own all intellectual property rights in RTA OrderPro, Public Portal and the Services. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of RTA OrderPro, any of its associated modules, Services or any related documentation.
- 10.2 RTAA confirms that it has all the rights in relation to RTA OrderPro that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 10.3 RTAA shall own all right, title and interest in and to all the Service Data. RTAA hereby grants to the Client a limited, revocable, non-exclusive, non-transferable licence to access and use the Service Data for the purposes of using RTA OrderPro.
- 11 CONFIDENTIALITY**
- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or
- 11.1.2 was in the other party's lawful possession before the disclosure; or
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential

Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 The Client acknowledges that RTA OrderPro the results of any performance tests of RTA OrderPro, any of its associated modules and the Services constitute RTAA's Confidential Information.
- 11.6 The provisions of this clause 11 shall survive termination of this agreement, however arising.

12 LIMITATION OF LIABILITY

- 12.1 This clause 12 sets out the entire financial liability of RTAA (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
 - 12.1.1 arising under or in connection with this Agreement;
 - 12.1.2 in respect of any use made by the Client of the Services, RTA OrderPro, or any part of them; and
 - 12.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 12.2 Except as expressly and specifically provided in this Agreement:
 - 12.2.1 the Client assumes sole responsibility for results obtained from the use of RTA OrderPro and the Services by the Client, and for conclusions drawn from such use. RTAA shall have no liability for any damage caused by errors or omissions in any information, instructions or data provided to RTAA by the Client in connection with the Services, or any actions taken by RTAA at the Client's direction;
 - 12.2.2 RTAA makes no warranty or representation that the Services or RTA OrderPro will comply with any Heightened Cybersecurity Requirements and the Client assumes sole responsibility for compliance with the same; and
 - 12.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
- 12.3 Nothing in this agreement excludes the liability of RTAA:
 - 12.3.1 for death or personal injury caused by RTAA's negligence; or
 - 12.3.2 for fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 12.3:
 - 12.4.1 RTAA shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar

losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this agreement; and

- 12.4.2 RTAA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Fees paid during the 12 months preceding the date on which the claim arose.

13 TERM AND TERMINATION

- 13.1 This Agreement shall commence on the Effective Date and shall continue for the Term, unless otherwise terminated as provided in this clause 13. After the Term, this Agreement shall automatically renew for yearly periods, unless either party notifies the other, in writing, at least 90 days before the end of the then current term.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- 13.2.2 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 13.3 On termination of this agreement for any reason:
- 13.3.1 all licences and Services granted under this agreement shall immediately terminate;
- 13.3.2 each party shall delete or return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- 13.3.3 RTAA shall delete or destroy all Service Data within four weeks of the date of termination of this agreement;
- 13.3.4 If RTAA receives, no later than five days after the date of termination of this agreement, a written request for delivery to the Client of the then most recent back-up of the Service Data in a format determined solely by RTAA, RTAA shall use reasonable endeavours to deliver the back up to the Client within 30 days of its receipt of such written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination; and
- 13.3.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14 FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of RTAA or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

15 FREEDOM OF INFORMATION

15.1 RTAA acknowledges that the Client is subject to the requirements of the FOIA and EIRs. RTAA shall, at the Clients sole cost, provide all reasonable assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs, subject to the day rates set out in the Order Form.

16 WAIVER

16.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17 RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 SEVERANCE

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 19.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 20 ASSIGNMENT**
- 20.1 The Client shall not, without the prior written consent of RTAA assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 20.2 RTAA may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21 NO PARTNERSHIP OR AGENCY**
- Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 22 VARIATION**
- No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23 THIRD PARTY RIGHTS**
- This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 24 NOTICES**
- 24.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.
- 24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).
- 25 GOVERNING LAW**
- This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 26 JURISDICTION**
- The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).