

Royal National Institute of Blind People (RNIB)

Standard Conditions of Contract for the Supply of Goods and Services

1. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply unless the context otherwise requires:

"Conditions" means these standard terms and conditions and the attached Schedule;

"Contract" means the contract between RNIB and the Supplier for the supply of Goods and/or Services comprising the Purchase Order, these Conditions and any Specification;

"Data Protection Legislation" means the Data Protection Act 2018 and the General Data Protection Regulation as it forms part of English law, and any other applicable law or regulation relating to the processing of personal data and to privacy, as such legislation shall be amended, revised or replaced from time to time;

"Goods" means the goods (or any part of them) set out in the Purchase Order to be supplied by the Supplier;

"PCI DSS" means the Payment Card Industry Data Security Standard, which is administered and managed by the Payment Card Industry Security Standards Council and is available at www.pcisecuritystandards.org, as varied, extended or replaced from time to time;

"Purchase Order" means RNIB's purchase order for the Goods and/or Services having these Conditions on its reverse or attached to it or otherwise referring to these Conditions on its face;

Royal National Institute of Blind People

A registered charity in England and Wales (226227), Scotland (SC039316) and the Isle of Man (1226). Also operating in Northern Ireland. A company incorporated by Royal Charter. Registered in England and Wales (RC000500). Registered office 105 Judd Street London WC1H 9NE

“RNIB” means the Royal National Institute of Blind People a charity registered in England under charity number 226227 whose principal office is at 105 Judd Street, London, WC1H 9NE or such other RNIB Affiliate that is purchasing the Goods and/or Services as set out in the Purchase Order;

“RNIB Affiliate” means any subsidiary (as defined in Section 1159 Companies Act 2006) or other associated charity or group company of the Royal National Institute of Blind People from time to time;

“RNIB Policies” means RNIB’s policies relevant to the Services and or the supply of Goods, which will be provided to the Supplier on request;

“RNIB Premises” Any site that is owned, leased or rented by RNIB or any RNIB Affiliate. This includes sites that may be under development or construction.

“Services” means the services to be provided by the Supplier to RNIB as detailed in the Purchase Order;

“Specification” means any document supplied by RNIB setting out details of RNIB’s requirements for the Goods and/or Services; and

“Supplier” means the person, firm or company to whom the Purchase Order is addressed.

1.2 The headings to Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.

1.3 Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

2. Basis of Contract

2.1 The Contract will be subject to these Conditions to the exclusion of all other terms, conditions, provisions and/or statements including any terms and conditions which the Supplier purports to apply under any quotation, Purchase Order acknowledgement or any other document issued by the Supplier (whether introduced or made prior to or subsequent to the Purchase Order) or which are implied by trade, custom, practice or course of dealing unless the Supplier has entered into a separate agreement in writing with RNIB signed by both parties in relation to the provision of the Goods and/or Services in which case the terms of this signed agreement will supersede these Conditions.

2.2 The Purchase Order is an offer made by RNIB to the Supplier to purchase the Goods and/or Services in accordance with these Conditions. Unless previously withdrawn by RNIB, the Purchase Order shall be deemed accepted on the earlier of:

- (a) the Supplier counter-signing the Purchase Order or issuing written acceptance of the Purchase Order; and
- (b) the delivery of Goods or supply of Services in response to the Purchase Order.

2.3 The Supplier shall supply the Goods and/or provide the Services to RNIB and, at RNIB's sole discretion, to any RNIB Affiliate as RNIB may notify to the Supplier. It is agreed that any RNIB Affiliate who receives the Goods or Services under this Contract can enforce the terms of this Contract under the Contracts (Rights of Third Parties) Act 1999 provided that the parties to the Contract may vary or terminate the Contract without requiring the consent of any such RNIB Affiliate.

3. Variation and Cancellation

3.1 RNIB shall have the right before delivery of the Goods or commencement of the Services to cancel or vary the Contract by giving the Supplier written notice.

3.2 Delivery of the Goods or commencement of the Services by the Supplier following such written notice shall be taken to imply acceptance of any variation.

3.3 If the Supplier is unable to accept a variation to the Contract the Supplier shall immediately notify RNIB in writing and this Contract shall be deemed cancelled.

3.4 If this Contract is cancelled pursuant to this Condition 3, RNIB shall reimburse the Supplier its reasonable and unavoidable costs incurred in performing the Contract up until the date of cancellation of the Contract but excluding any loss or profit.

4. The Price

4.1 The price of the Goods and/or Services shall be as set out in the Purchase Order and shall be fixed for the duration of the Contract.

4.2 No variation in price shall apply unless agreed in writing by RNIB's authorised representative prior to delivery of Goods or completion of the Services.

4.3 Unless otherwise stated in the Purchase Order, all prices payable under the Contract or any variation shall be inclusive of all direct and indirect taxes (other than Value Added Tax itemized on a valid Value Added Tax invoice) and duties, the cost of packaging, insurance, shipping, carriage and any other costs, expenses and charges relating to the delivery of the Goods and/or performance of the Services.

4.4 The Supplier will be responsible for the payment of all taxes and other amounts due in connection with any payment made under or in connection with the Contract. The Supplier undertakes to indemnify and keep RNIB indemnified in respect of such tax or other amounts (including penalties and interest) which may be assessed on RNIB or any RNIB Affiliate by reason of any payment made under or in connection with the Contract, together with any costs and expenses incurred by RNIB in connection with any such assessment. RNIB will be entitled to make a deduction in respect of any such claims from amounts due to the Supplier under this Contract.

5. Quality of the Goods

5.1 The Supplier warrants to RNIB that the Goods shall:

- (a) be fit for any purpose held out by the Supplier or made known to the Supplier expressly or by implication by RNIB and in this respect RNIB shall rely on the Supplier's skill, judgement and experience;

- (b) be of satisfactory quality and free from defects in materials and workmanship;
- (c) be entirely safe when in use and properly operated;
- (d) conform to all relevant British, European, International standards and/or legislation;
- (e) be new (unless otherwise specified in the Purchase Order);
- (f) correspond with their description on any samples, patterns, drawings and plans;
- (g) conform to the Specification and shall otherwise meet the requirements of the Purchase Order and this Contract; and
- (h) at the time of delivery, for the duration of this Contract and for any period after delivery so specified in the Contract meet the homologation requirements from time to time in force in the UK for all normal uses of the Goods and any particular uses made known to the Supplier by RNIB prior to delivery.

5.2 The Supplier shall upon request provide to RNIB a paper copy of any homologation certificate it holds for the Goods.

6. Quality of Services

6.1 If the Contract is for or includes Services to be performed by the Supplier then the Supplier warrants to RNIB that:

- (a) the Supplier shall at all times perform the Services with all due skill, care and diligence including, but not limited to, industry best practice and in accordance with the Supplier's own established internal procedures;
- (b) the Supplier shall at all times make available sufficient personnel and any named persons in the Purchase Order and all other resources as are required for the successful and timely completion of the Services;
- (c) the Services shall at all times be supplied by appropriately supervised, experienced, qualified, trained and competent personnel; and
- (d) the Supplier shall carry out the Services strictly in accordance with the Purchase Order and the Specification.

6.2 The Supplier shall:

- (a) co-operate with RNIB in all matters relating to the Services and comply with any and all instructions from RNIB;
- (b) provide all equipment, tools and other items required to provide the Services; and
- (c) provide the Services in accordance with the RNIB Policies.

6.3 The decision of RNIB as to whether any person is to be admitted to or is to be removed from RNIB's premises or is not to become involved in or is to be removed from involvement in the performance of the Contract shall be final and conclusive.

7. Delivery and Performance

7.1 The Supplier shall deliver the Goods to and/or perform the Services at the places and at the times described in the Purchase Order or, if not described, as notified by RNIB's authorised representative from time to time. RNIB shall have the right to change its delivery instructions at any time.

7.2 RNIB shall be under no obligation to accept delivery of any Goods before the specified delivery time, but reserves the right to do so.

7.3 The Supplier shall ensure that the Goods are properly packed and secured in such a manner as to reach their destination undamaged and in good condition. RNIB shall not be obliged to return to the Supplier any packaging materials for the Goods.

8. Acceptance, Inspection and Rejection

8.1 RNIB shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. No inspection or testing by RNIB whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of RNIB's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract.

8.2 Where there is any breach of the Supplier's warranty in Condition 5.1 or Condition 6.1 above or if any Goods or Services fail to meet the requirements of this Contract, then RNIB may, without prejudice to any of its other rights or remedies, reject all or part of such Goods or Services by giving written notice to the Supplier, and the Supplier shall at RNIB's sole option:

- (a) in the case of rejected Goods, collect the Goods at the Supplier's own expense within five working days of notification and promptly replace or repair the Goods so that the Goods conform to the Contract or refund RNIB the value of the Goods; and

- (b) in the case of rejected Services, promptly re-execute the Services in accordance with the Contract or refund RNIB the value of the Services.

8.3 RNIB's rights under these Conditions are in addition to any statutory remedies available to RNIB.

9. Compliance with RNIB policies

9.1 If the Contract is for or includes Services to be performed by the Supplier then the Supplier will confirm that it has read and will comply RNIB's Policies which for the avoidance of doubt include both RNIB's Safeguarding Policy and RNIB's Professional Code of Behaviour Policy Copies of RNIB Policies which are all available on request. The Supplier shall also complete any required RNIB safeguarding courses or other training within the timeframes specified by RNIB. The Supplier will comply with any relevant policy adopted by any member of RNIB or RNIB Affiliate from time to time which has been made known to the Supplier as applicable in the performance of the Services on RNIB's or any third parties' premises, including but not limited to RNIB's Policies relating to:

- (a) health and safety;
- (b) alcohol and drugs;
- (c) accessibility standards;
- (d) bullying and harrasment;
- (e) anti-bribery and anti-corruption;
- (f) social media;
- (g) confidentiality;
- (h) whistleblowing; and
- (i) data protection.

9.2 Consequences of non-compliance - failure to comply with any of the policies listed under clause 9.1 (or other applicable RNIB Policies as referred to under clause 9.1) or failure to complete any courses or training within specified timeframes shall mean that RNIB has the right to immediately terminate this Agreement.

10. RNIB Supplier Codes of Conduct

10.1 The Supplier providing the Goods and Services to RNIB agrees to comply with RNIB's Supplier Code of Conduct ("the Supplier Code of Conduct") and will ensure any of its employees and/or contractors comply with the Supplier Code of Conduct. The Supplier Code of Conduct can be found on RNIB's external website by searching the word 'Code of Conduct'.

10.2 In addition if the Supplier providing the Goods and/or Services undertakes work at any RNIB Premises, the Supplier will comply with RNIB's On-site Contractors' Code of Conduct Form ("the RNIB On-site Contractor Code of Conduct Form") and will ensure any of its employees and/or contractors who are to visit RNIB Premises will comply with the On-Site Contractors Code of Conduct Form. The form can be found on RNIB's external website by searching the word 'Code of Conduct'. The Supplier confirms that it will ensure that the signed On-Site Contractors Code of Conduct Form is returned in accordance with the instructions on the form prior to or on the day (as long as this is prior to entry) that the Supplier, its employees or contractors attend the RNIB Premises.

11. Product Recall

11.1 The Supplier shall immediately notify RNIB in writing providing all relevant details if it discovers that there is any defect in the Goods which have been delivered to RNIB at any time or error or omission in the instructions for use and/or assembly of the Goods which causes or may cause risk of death, injury or damage to property.

11.2 RNIB may at its discretion and the Supplier's cost recall any Goods, or products into which the Goods have been incorporated, that have been sold by RNIB to its customers on the basis of the identification whether by the Supplier, RNIB or any third party of any defect in the Goods or any error or omission in the instructions for their use or assembly which RNIB reasonably concludes may cause risk of death, injury or damage to property.

12. Title and Risk

12.1 Without prejudice to any right of rejection which RNIB may have under the Contract or by law, title to and risk in the Goods shall pass to RNIB on payment.

13. Liability and Insurance

13.1 The Supplier shall at its own cost maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, both statutory and contractual, arising from this Contract, for a minimum amount of £2 million or such higher figure as RNIB may specify. The Supplier shall produce evidence of such insurance and payment of the current premium to RNIB on request.

13.2 Neither RNIB nor the Supplier excludes or limits its liability to the other for:

- (a) personal injury or death arising from their negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter which it would be illegal to exclude or limit or attempt to exclude or limit its liability.

13.3 Except as set out under Condition 11.2, RNIB's total liability in respect of loss or damage in connection with this Contract, whether arising in contract, tort, statute or otherwise, is limited to the price invoiced under this Contract and it shall not be under any liability whatsoever to the Supplier for any special, indirect or consequential losses arising from this Contract.

14. Intellectual Property

14.1 All intellectual property rights in the Goods and/or Services and any other materials, documentation, computer software, personal data and deliverables specifically developed, written, created or prepared by the Supplier in performing this Contract shall from the date of their creation belong to RNIB.

14.2 The Supplier shall provide RNIB with copies of documents, drawings, computer software and/or anything in its possession or control which is referred to or relied upon by the Supplier in its supply of the Goods and/or Services and the Supplier shall give RNIB and RNIB Affiliates an unlimited, royalty free license to copy and use anything so provided.

14.3 The Supplier shall grant or procure the grant to RNIB and RNIB Affiliates of a royalty-free, world-wide, perpetual, irrevocable, non-exclusive licence of all intellectual property rights which the Supplier does not own but which are used in the performance of the Contract and which do not vest in RNIB under Condition 12.1.

14.4 All intellectual property rights in all documentation and all other materials (including any Specification) supplied by RNIB to the Supplier in connection

with the Contract shall remain the property of RNIB, shall only be used for the purposes of this Contract, shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to RNIB at the Supplier's sole risk and cost.

14.5 The Supplier shall indemnify RNIB and RNIB Affiliates against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses made against, incurred or suffered by any of them arising from any claim that the Goods or Services infringe any intellectual proprietary right (including any trademark, copyright, patent or design right) or any other rights of any third party (save to the extent that the Goods or Services have been supplied in accordance with the Specification of RNIB).

15. Payment

15.1 Where the Supplier requires a prepayment or deposit to be made in respect of any order, RNIB makes any such prepayment or deposit specifically and expressly on the basis that the Supplier will ringfence the funds paid and will hold them on trust for RNIB for the sole purpose of fulfilling the order for Goods or Services placed by RNIB.

15.2 In the event that this Contract is terminated for any reason, including those set out in Clause 18, prior to delivery of the totality of the Goods ordered or completion of the Services required to be performed, the Supplier shall immediately be obliged to refund to RNIB any prepayment or deposit paid by RNIB in respect of the Goods or Services that have not been delivered.

15.3 Subject to the payment of any prepayment or deposit, the Supplier may only invoice RNIB on or after delivery of the Goods or completion of the performance of the Services. The Supplier's invoice must quote the full Purchase Order number and be addressed as detailed on the front of the Purchase Order.

15.4 Subject to the payment of any prepayment or deposit payment for Goods received or Services completed to the satisfaction of RNIB shall be made on the 30th of the month, following the month of the invoice (unless otherwise agreed) and is subject to the receipt of a correct, itemised invoice. Value Added Tax where applicable will be shown separately on all invoices as a net extra charge.

15.5 RNIB shall not be responsible for any delays in payment arising from failure to comply with these invoicing instructions.

15.6 If any sum payable under this Contract is not paid when due then, without prejudice to Supplier's other rights under this Contract, RNIB shall pay interest on the overdue amount from the due date until payment is made in full at two (2) per cent per annum over Barclays Bank plc's base lending rate from time to time.

15.7 Payment by RNIB shall be without prejudice to any rights or remedies available to it under this Contract, or otherwise, and shall not constitute any binding admission by RNIB as to the suitability, quantity, quality or fitness for purpose of Goods received or satisfactory performance and completion of the Services by the Supplier.

15.8 RNIB shall be entitled to withhold payment for Goods and /or Services pending receipt and acceptance of the Goods and /or Services.

15.9 RNIB shall be entitled to deduct from any monies due or to become due to the Supplier any monies owing to RNIB from the Supplier. The Supplier shall not be entitled to apply any amount due to RNIB under the Contract in or towards payment of any sum owing by RNIB to the Supplier in relation to any matter whatsoever.

16. No Publicity

16.1 The Supplier shall not publish or reproduce or arrange press releases or make public statements in connection with this Contract or make use of the name of RNIB in any manner without RNIB's prior written approval.

17. Confidentiality

17.1 The Supplier shall keep secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of RNIB.

18. Termination

18.1 RNIB may immediately terminate this Contract by written notice to the Supplier if:

- (a) the Supplier is in breach of any of the Conditions of this Contract; or
- (b) the Supplier becomes, or appears to become, insolvent or bankrupt or in any other way unable to meet its commitments under this or any other Contract including where any monitor, administrator, liquidator or

receiver has been appointed in respect of the Supplier's affairs, or where an application is made for the appointment of the same; or
(c) in RNIB's sole opinion, the Supplier is bringing, or may bring, bad publicity or disrepute upon RNIB.

18.2 RNIB shall be entitled to terminate this Contract for convenience at any time by giving the Supplier thirty (30) days' notice.

18.3 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

18.4 Upon termination of the Contract for any reason whatsoever:

- (a) (subject to Condition 16.3 above) the relationship of the parties shall cease;
- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and
- (c) the Supplier shall deliver to RNIB (or at RNIB's request, destroy) all materials and/or confidential information made available or obtained by the Supplier under the Contract, together with all copies of such materials and/or confidential information.

19. Data Protection

19.1 Where the Supplier acts as a Data Processor (as defined under the Data Protection Legislation under this Contract, it shall comply with the obligations as set out under Schedule 1.

20. PCI DSS compliance

20.1 Where in relation to the Services or otherwise under this Contract (including providing Services that control or could impact the security of "cardholder data" (such term to have the meaning ascribed to it in PCI DSS)), the Supplier or any of its sub-contractors (if applicable) are involved in accepting, processing, storing or transmitting cardholder data (as defined in PCI DSS), the Supplier shall (and shall procure that its sub-contractors (if any) shall) comply with PCI DSS.

20.2 The Supplier shall provide written evidence annually to RNIB of its compliance with PCI DSS in the form contemplated by PCI DSS (currently an "Attestation of Compliance") and shall provide the latest copy of the Attestation of Compliance within fifteen (15) days of signature. RNIB shall be entitled to request a copy of the Supplier's latest copy of the Attestation of Compliance at any time and the Supplier shall provide such copy within ten (10) days of the request by RNIB. The Supplier shall procure that any sub-contractor complies with the provisions of this Condition 18.2.

20.3 Upon receiving reasonable written notice from RNIB, the Supplier shall allow RNIB or its representatives access to premises during normal business hours to inspect and audit the Supplier's (and where relevant any sub-contractors') compliance with PCI DSS.

20.4 If the Supplier becomes aware that it or any sub-contractor has suffered any event of non-compliance with PCI DSS, the Supplier shall immediately inform RNIB and cooperate fully with RNIB in respect of the measures that should be taken in response. The Supplier shall also cooperate fully with RNIB in respect of any matter which in the opinion of RNIB is required for ensuring RNIB's compliance with PCI DSS.

20.5 The Supplier shall indemnify RNIB and RNIB Affiliates against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional adviser's fees) whether direct or indirect arising from non-compliance by the Supplier (or any sub-contractor) with PCI DSS or the Supplier's obligations under this Condition 18.

21. General Provisions

21.1 Waiver: Failure of either party to enforce any provision of this Contract shall in no way affect that party's rights at a later date to require performance of the Contract nor shall a waiver of any breach be taken or held to be a

waiver of any subsequent breach of any provision. Any waiver of any breach of this Contract shall be in writing.

21.2 Health and Safety: The Supplier shall comply at all times with the requirements of the Health and Safety at Work Act 1974 and all subsequent amendments thereto, RNIB's Health and Safety Guidance Notes and any health and safety or related instructions which may be issued to the Supplier by RNIB at any time.

21.3 Assignment and Sub-contacting: The Supplier is prohibited from transferring, sub-contracting or assigning directly or indirectly to any person or persons whatsoever any portion of the Contract without prior written permission from RNIB. The granting of any consent to sub-contract shall not relieve the Supplier of any of its obligations under the Contract. RNIB may assign, sub-contract, transfer or otherwise dispose of all or any of its rights and responsibilities under this Contract to any RNIB Affiliate.

21.4 Notices: All notices and communications to be sent from the Supplier to RNIB or from RNIB to the Supplier under this Contract shall be made in writing and sent by first class mail or by email to the addresses described in the Contract or such other addresses as notified from time to time. Notices sent by first class mail shall be deemed to have reached the party to whom it is addressed on the second business day following date of posting. Notices sent by email shall be deemed to have reached the party to whom it is addressed on the next business day after transmission.

21.5 Rights of Third Parties: Subject to Condition 2.3 no term of the Contract is intended by the parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party.

21.6 Discrimination: The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment. The Supplier shall take all reasonable steps to secure the observance of this Condition 19.6 by all employees, agents or sub-contractors of the Supplier in the execution of the Contract.

21.7 Dispute Resolution: If any dispute arises in connection with this Contract, the parties will attempt to settle it with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

21.8 Severability: Any provision of the Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

21.9 Status: The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Contract. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

21.10 Governing Law: The Contract shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

Version 2.3

Updated 18 November 2022

Controlled Documentation RES/PUR/REF/002.008 refers

Schedule 1 – Data Processing Obligations

1. In this Schedule “**data controller**”, “**data processor**”, “**data subject**”, “**personal data**” and “**processing**” shall have the meanings given in the Data Protection Legislation. The term “RNIB Personal Data” shall mean all personal data processed by the Supplier on behalf of RNIB for the purpose of supplying the Services.

2.1 The Supplier acknowledges that RNIB is the data controller and the Supplier is the data processor in respect of RNIB’s Personal Data, and further acknowledges that RNIB’s Personal Data:

2.1.1 relates to data subjects who may comprise of employees, business contacts, donors and/or members of RNIB;

2.1.2 may comprise of personal identification and address details; communication means and contact details; education and training details; employment-related details; family, lifestyle and social and health circumstances; financial, economic and insurance detail or business contact details; commercial (contractual, financial or bank) data of such data subjects; and

2.2 shall be processed by the Supplier in order to supply the Services and only for the duration of this Contract or for such further time as the Parties shall both agree in writing.

3. The Supplier agrees that it shall:

3.1 carry out processing only in accordance with RNIB’s written instructions from time to time, including as set out in this Schedule, unless required to do otherwise by law in which case, where legally permitted, the Supplier shall inform RNIB of such legal requirement before processing;

3.2 ensure that any personnel authorised to process RNIB’s Personal Data shall be subject to a binding duty of confidentiality in respect of such data;

3.3 implement appropriate technical and organisational measures to protect RNIB’s Personal Data against unauthorised or unlawful processing and accidental destruction, damage or loss, so as to allow RNIB to comply with its obligations under the Data Protection Legislation;

3.4 not subcontract any processing of RNIB's Personal Data without RNIB's prior written consent. Such consent shall only be given where obligations in relation to the processing of RNIB's Personal Data that are substantively equivalent to those imposed on the Supplier under this Schedule are imposed by contract on the sub-processor. The Supplier shall remain fully liable to RNIB for any processing of RNIB's Personal Data conducted by a sub-processor appointed by the Supplier in accordance with this clause;

3.5 at no additional cost, provide such information and such assistance to RNIB as RNIB may reasonably require, and within the timescales reasonably specified by RNIB, to allow RNIB to comply with its obligations under the Data Protection Legislation, including assisting RNIB to:

- a) Comply with its own security obligations;
- b) Discharge its obligations to respond to requests for exercising data subjects' rights;
- c) Comply with its obligations to inform data subjects about serious personal data breaches;
- d) Carry out privacy impact assessments and audit privacy impact assessment compliance; and
- e) Consult with the applicable supervisory authority following a privacy impact assessment;

3.6 on expiry or termination of this Contract, at the choice of RNIB, either promptly and securely return RNIB's Personal Data to RNIB or (unless its continued storage by the Supplier is required by law) promptly and securely delete RNIB's Personal Data;

3.7 at no additional cost, keep or cause to be kept such information as is necessary to demonstrate compliance with its obligations under this Schedule including full and accurate records relating to the processing of RNIB's Personal Data and shall, upon reasonable notice, make available to RNIB or grant to RNIB and its auditors and agents, a right of access to and to take copies of any information or records kept by the Supplier pursuant to this Schedule. The Supplier obligations under this Schedule shall continue throughout the Contract and for a period of six (6) years thereafter.

3.8 inform RNIB immediately if, in the Supplier's opinion, any instruction issued by RNIB breaches any provision of the Data Protection Legislation; and

3.9 not transfer any of RNIB's Personal Data outside of the UK without RNIB's prior written consent.

4. The Supplier shall notify RNIB without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to RNIB's Personal Data.

5.1 The Supplier shall notify RNIB without undue delay if it receives from any data subject whose personal data forms part of RNIB's Personal Data:

5.1.1 any communication seeking to exercise rights conferred on the data subject by the Data Protection Legislation; or

5.1.2 any complaint or any claim for compensation arising from or relating to the processing of RNIB's Personal Data.

6. Unless required to do so by a competent authority, the Supplier shall not make any payment or any offer of payment to any data subject in response to any complaint or any claim for compensation arising from or relating to the processing of RNIB's Personal Data, without the prior written agreement of RNIB.

7. The Supplier shall indemnify and keep indemnified RNIB against all costs, claims, losses, damages, fines and expenses (including legal expenses) suffered or incurred by RNIB arising out of, or in connection with, any breach of this Schedule by the Supplier, sub-Processors and/or its representatives.

8. The parties agree and acknowledge that nothing in this Schedule relieves the Supplier of its direct responsibilities and liabilities under the Data Protection Legislation.