

## STANDARD CONDITIONS OF BUSINESS

The project (the 'project') specified in the attached quotation (the 'quotation') or commissioning document (the 'commissioning document') which is to be undertaken by UK Fieldwork Services Ltd (UKFS) on behalf of the client referred to in the quotation or commissioning document (the 'client') will be carried out according to the following conditions.

### Confidentiality:

1. UKFS shall keep confidential and shall not, without the written consent of the client, disclose to any third party any confidential information acquired from the client, or related to any work done, in connection with the project. The foregoing shall in no circumstances restrict disclosure by UKFS to individuals or agencies directly involved in carrying out the project.
2. The above provision shall apply for a period of two years from the date of the contract of which these conditions form part, or as otherwise agreed between the parties in writing, but shall not apply to any information which: (a) was known to UKFS prior to disclosure by the client; or (b) was in the public domain at the time of disclosure by the client; (c) becomes part of the public domain through no action of UKFS; or (d) becomes known to UKFS through the action of a third party where such action is not in breach of any relevant legal obligation of confidentiality to the client; or (e) UKFS is under an existing legal or contractual obligation to disclose. Any statement by UKFS to such effect shall be taken as binding on the parties to this agreement.

#### \*\* Intellectual Property

- a. All copyright and other intellectual property rights existing prior to the date of this agreement shall vest in their originator absolutely. UKFS shall retain the rights to its own methods techniques and processes which have a non-dedicated application to the project
- b. The rights and obligations under this clause shall continue to be valid notwithstanding the termination of this agreement

### Commissioning:

3. The project will not be commenced until the client has signed and returned the commissioning document to UKFS. In signing the commissioning document, the client accepts UKFS's Standard Conditions of Business. The person who signs on behalf of the client warrants that he or she has the necessary authority to sign and legally bind the client.

### Prices and Payments:

- 4a. Unless otherwise agreed in writing by both parties charges specified in the relevant quotation, contract or commissioning document are exclusive of VAT.
- 4b. The client will pay UKFS 50% of the specified charges on commissioning.
- 4c. The project shall be deemed to have been completed when the final data file on the project has been posted to the client or the client's agent, or in the case of fieldwork only, when the final questionnaires have been delivered to the client or the client's agent.
- 4d. Unless otherwise agreed in writing by both parties, payment of all charges (including those stated in 4b) shall be made in sterling and will be due 28 days from date of invoice

- 4e. If the client fails to make payment within the period specified such charges shall bear interest at the rate of 2.5% per month calculated on a daily basis from the date of the initial invoice until payment is received and UKFS may at their discretion include the interest in the invoice price for the purpose of proceedings or sue for the same as if it were a separate and recoverable obligation.

### Time:

5. Any times quoted by UKFS in connection with the project are estimates only and are not contractual obligations on UKFS's part and time shall not be of the essence of this contract

### The Project:

6. Any changes to the work specified in the quotation required by the client shall be notified to UKFS in writing and will be the subject of a mutually agreed quotation.
7. If in the opinion of UKFS consultancy advice or work is required over and above that normally included as part of the project then UKFS will advise the client of this fact and notify it of the estimated additional charge, which will be made.
8. Material provided by the client in connection with the project will only be used in the project and any excess shall be destroyed by UKFS 28 days after the date of payment of the final invoice unless otherwise agreed in writing by both parties.
9. All data and other records are the property of UKFS. These will be retained for a period as specified in the Market Research Society's Code of Conduct.
10. Following completion of the project UKFS will provide the client with the project results in an appropriately agreed form.

\*\* The Client shall provide UKFS with access to and use of all information data and documentation which is reasonably necessary for UKFS to perform the project

### Quality and Safety:

11. UKFS will Conduct the project in compliance with relevant and officially recognised codes of conduct.
12. Where materials or products supplied by the client for use in the project are to be consumed or otherwise used in any manner whatsoever, the client will ensure that all statutory requirements are complied with and these materials are wholesome and safe for such consumption or uses. The client will provide UKFS with detailed transportation, storage and preparation instructions together with any other relevant information required for the safe keeping and use of the product.

### Termination of Project:

13. The client may by notice in writing to UKFS request UKFS to terminate the project prior to completion. On receipt by UKFS of such notification all work will terminate as expeditiously as possible in accordance with the client's instructions.
14. Should UKFS be prevented from commencing or continuing to carry out the project for a continuous period of at least four weeks by reason of

any event beyond the reasonable control of UKFS, the client and UKFS are each entitled to terminate the project by giving notice to terminate forthwith to the other party.

15. On termination of the project under paragraphs 13 or 14 above, all unpaid invoices shall become immediately due and payable and a final account will be presented to the client for all the charges not yet invoiced, together with all costs and expenses associated with termination. Payment of the final account is due on presentation and in accordance with clause 4e above.

**Liability and Indemnity:**

16. UKFS shall be under no liability whatsoever for all and any losses, damages, claims, costs, charges or expenses suffered or incurred by the client or any third party resulting directly or indirectly from: (a) the negligence, acts, defaults or omissions of any suppliers to UKFS or equipment, services or goods or any other supplies of whatsoever nature, or from any defect or deficiency in any such supplies or from the negligence, acts defaults or omissions of any correspondents, consultants, agents or independent contractors of UKFS or the termination of the project following any such event: or (b) all or any actions, proceedings, demands or claims made against the client or any third party by any person whatsoever.
17. UKFS shall be under no liability whatsoever for all or any consequential or indirect losses or damages or loss of profit suffered or incurred by the client or any third party howsoever caused.
18. UKFS shall be responsible for any loss suffered by the client as a result of any act or omission by any employee of UKFS in carrying out the project only insofar as such loss is attributable to the negligence of such employee acting within the course of his / her employment.
19. The client shall indemnify and save harmless UKFS against all actions, proceedings, demands, claims, losses, damages, costs, charges, expenses and all liability whatsoever which may be made against UKFS or which UKFS may sustain, pay or incur arising out of or in connection with: (a) all and any actions, proceedings, demands or claims made against the client or any customer of the client or any person or persons dealing with the client or by any person whatsoever, or (b) all and any consequential or indirect loss, damage or loss of profit suffered or incurred by the client or any customer of the client or any person our persons dealing with the client: or (c) the project and / or the materials supplied or recommended by the client proving in any way hazardous save where UKFS has been negligent in carrying out the project or in using the materials
20. The client warrants that the supply of all information and materials by it in connection with the project and the information and materials do not infringe any third party rights and agrees to indemnify and hold harmless UKFS against all and any liabilities, losses, damages, claims, costs, charges or expenses suffered or incurred by UKFS arising directly or indirectly from any such infringement.

**General:**

21. Any notice given by either party in accordance with these conditions may be given by facsimile, email or post. If given by post notice shall be deemed to be served 48 hours after posting unless the contrary shall be shown. If notice is given by facsimile or email notice shall be deemed to

have been given immediately the facsimile or email has been transmitted

22. Any amendments to be made to these conditions shall only be valid if in writing and signed by both parties.
23. These conditions and the terms specified in the commissioning document are the entire agreement between the parties regarding the project and entirely supersede all prior agreements which in any way relate thereto.
24. The client shall not directly or indirectly solicit or procure the independent services of any employment any employee or former employee of UKFS for a period of two years after completion of this contract.
25. If any difference shall arise between the parties hereto concerning any matter arising out of the project or any of these conditions such difference shall be referred to a single arbitrator agreed between the parties or (in the event of the parties failing to agree) appointed by the Chairman for the time being of the Market Research Society on application of either party and such arbitrator's findings and decision on such difference shall be conclusive and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties hereto.
26. These conditions are governed by and construed in accordance with English Law. The client hereby submits to the jurisdiction of the English Courts and agrees to appoint an agent for service of process in England on request by UKFS.

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