

## Terms and Conditions (as at: July 2007)

The work undertaken by Research and Marketing Ltd is subject to the following terms of business:

1. The total cost is as stated in the proposal or in subsequent correspondence. The fees quoted are for the research design and services set out therein: any changes made at the client's request may result in additional fees.
2. The fees are based on estimates or 'strike rates' in securing interviews with consumer or business audiences that are given in good faith and based on previous experience. All projects are subject to 'sample approval' where the client is supplying a dataset. In the instance of poor sample provision our company policy is to inform the client and renegotiate fees in order to cover additional executive and interviewer time incurred.
3. The fee will be invoiced as follows: 50% on commissioning, 50% on completion and delivery of the final report, unless otherwise stated in the proposal and is subject to V.A.T. at the rate imposed by H.M. Customs and Excise. The commissioning invoice is due for settlement within 14 days of invoice date. The remaining invoices should be settled within 30 days of invoice date unless otherwise specified and agreed in advance. Interest may be charged on invoices unpaid on the expiry of the agreed period at 5% above bank base rate for each day outstanding.
4. In the event of cancellation or postponement of the research once commissioned, a fee may be charged to cover the cost of all work undertaken and commitments made up to the time of receipt of formal notification from the client. We require 48 hours notice to cancel or postpone a CATI or Field research study. Failure by the client to do this will result in cancellation charges to cover necessary wages, field and project expenses.
5. In the event of an error caused by the negligence or otherwise of Research and Marketing Ltd in any reports or tabulations supplied, the company will use its best endeavours to correct the error at its own expense, but will not be held liable for the consequences of the error beyond the provision of corrected reports and tabulations.
6. If predictions are involved on any aspect of consumer behaviour, it must be recognised that such predictions, while made in good faith, are intended only as an aid to the client's judgement and that Research and Marketing Ltd cannot be held responsible for any damage or loss suffered by the client of any error in such predictions.
7. Research and Marketing Ltd agrees to maintain the standard Code of Conduct of the Market Research Society and to ensure that sub contractors operate within this Code.
8. Our MROSA and IQCS quality standards dictate that clients need to 'sign off' questionnaires, topic guides or interviewer script (as appropriate) prior to fieldwork. The onus is on the client to thoroughly check and validate the questionnaire. A client 'sign off' is legally binding and care must be given at this stage of a project as frequently sample data is 'single use' only. Fieldwork will not commence until Research and Marketing Ltd has received the client 'sign off' to ensure the client is fully satisfied with the design of the questionnaire.
9. Clients are themselves requested to use data and information supplied to them by Research and Marketing Ltd in accordance with the Code of Conduct of the Market Research Society.
10. FOI (Freedom of Information) Act: The information provided in this proposal is 'Commercially sensitive'. It is confidential and intended solely for the addressee. Permission needs to be granted before sharing with other business parties.
11. Full project files are kept on our network for a maximum of 12 months. After this all paper copies are destroyed. Project files and tabulations are then kept in electronic archive for a further 24 months. After this time all project files are deleted in line with our Data Protection Policies.
12. The agency believes in encouraging freethinking and exploring new methodologies or research practices that may be beneficial to our clients and business communities alike. We encourage our executives to converse with our clients in order to brainstorm ideas and discuss the feasibility of new projects and new studies. While we would never disclose project details without client consent, our client list is in the public domain. We are proud of the clients we work with and the relationship we have built with them. We consider this list to be in no way a breach of confidentiality.
13. Research and Marketing Ltd has strict standards regarding appropriate behaviour, dignity and respect in the workplace. Research and Marketing Ltd reserves the right to terminate any job, or withdraw any quote from a client at any stage if the Research Director determines that the client and/ or supplier has behaved in an unreasonable and disrespectful manner which may compromise our reputation and leave executives feeling bullied, harassed or where their dignity and self worth has been compromised. Furthermore, termination will also take place if the client and/ or supplier has acted in a manner where there is a breakdown in 'trust' and compromised an effective working relationship. In this instance contracts will be terminated and all materials (inc: quotes, proposals, draft questionnaires etc) that are the property of Research and Marketing Ltd will need to be returned to the agency. All electronic copies of documents are the intellectual property of Research and Marketing Ltd and will need to be destroyed. Any attempt to use the documentation without consent of the agency will result in legal proceedings in order to protect the business methods of Research and Marketing Ltd.