

Terms And Conditions Of Business

VERSION 2

13 NOVEMBER 2024





AGREEMENT FOR SERVICES

When we have both agreed to abide by this document by exchange of emails or written confirmations there will be a binding agreement between us subject to the terms and conditions below. The services to be provided are set out in our proposal or quotation ("the Project Proposal"). We agree to provide the services on the terms of this document. Your continued instructions by phone, e-mail or in writing will constitute agreement to the terms set-out below unless we have already agreed alternative terms with you in writing.

GENERAL TERMS AND CONDITIONS

The terms of business which govern our relationship follow:-

1. Prices quoted in our research and consultancy proposals are valid for 3 months from the date of the proposal. VAT (UK sales tax) will be charged in accordance with UK tax laws as appropriate.
2. Research is conducted by Rigour Research Ltd, registered company number 10074768, registered office: in compliance with the international quality standard covering market research, ISO 20252 (2012), The MRS Code of Conduct, the Data Protection Act 1998 and the international standard covering information security ISO27001.
3. **Fees and expenses** – Our fees and expenses are set out in the Project Proposal. We reserve the right to require payment in whole or in part before beginning the services. Any new client will be expected to pay all fees prior to delivery of data. We bill 50% of the total fee on delivery of an agreed research design as evidenced by your written approval of a research proposal, questionnaire or discussion guide, and the balance of fees due on delivery of agreed final outputs. All work undertaken in addition to that set out in the Project Proposal will also form part of this agreement, but we will be entitled to raise an additional charge at our then standard rates.

All fees and expenses must be paid within 30 days of our delivery of an invoice or prior to delivery of data, whichever is earlier, without set-off or deduction.

All fees and expenses are exclusive of VAT which must also be paid at the applicable rate.

We will be entitled to interest on late payments at the rate of 8% per annum above the base rate of Barclays Bank plc. from the due date of payment until actual payment, such rate to apply both before and after any judgement.



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4. **Cancellation** – Without prejudice to our other rights and remedies, if you postpone or cancel our services, we will be entitled to charge you at the following rates: Cancellation or postponement with 0-5 complete working days notice will be charged at 100% of fees set out in the Project Proposal; cancellation or postponement with 6-10 complete working days notice will be charged at 50% of fees set out in the Project Proposal.

Postponement rather than cancellation is acceptable only if the rescheduled date is bona fide and within 2 weeks of the initial date scheduled. Should further postponement occur, we will be entitled to treat the series of transactions as the cancellation of our services.

If our services involve fieldwork our services will begin at the initiation by us of recruitment activities. We will be entitled to charge for all incidentals and out of pocket expenses incurred in delivering the Services plus a handling fee of 15% of such cost incurred.

5. **Intellectual Property Ownership** – All intellectual property in any report, presentation or other material produced by us and delivered to you in the provision of the services shall remain our property. Upon payment of our fees and expenses in full on their due dates you will have a licence to use any such report, presentation or materials for the purpose for which they were created.

You licence us to use any intellectual property of yours which it is necessary or which you ask us to use in performing the services.

6. **Liability** – We shall not be liable to you for any event beyond our reasonable control, including but not limited to any failure or defective working of audio or visual equipment or internet service provision or for the consequences of it, or for any loss of profit indirect or consequential loss or damage (including loss of business, depletion of goodwill or otherwise).

Our total liability to you arising out of or in connection with this agreement shall not exceed the monies you have paid us under it at the date any claim arises. Nothing in this clause shall, however, restrict our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

7. When using Rigour Research provided studios (as described in the Project Proposal if applicable), or any other viewing studio you must ensure your actions or omissions do not give rise to any loss or injury or breach of legal duty to members of the public participating in market research.



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8. You warrant that any attendance at viewed interviews, or your use of related recordings, videos, transcripts, or online monitoring of research interviews (with the informed consent of research respondents) will be used solely for the purpose of market research and that you will not recontact respondents unless we have their prior permission as part of the research work agreed with you.

You also agree to protect the identity of respondents you may ascertain from observation or recording / transcription and to keep any research findings anonymised.

You agree to indemnify us and to keep us indemnified fully against all losses, actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any breach of this clause.

9. **Incidence Rates** – Quotes are based on an assumed incidence rate as stated in our proposal. Where the actual incidence is lower than that assumed in our quote by more than 10% (e.g. 70% incidence assumed and the actual incidence is below 60%), a further charge will apply. Lower incidence may also impact the feasibility of obtaining a certain number of responses and the timing of project completion. Under no circumstances is Rigour Research able to take responsibility for the incidence assumption or are we able to guarantee a certain level of incidence.
10. **Quality**- Our services will be provided with reasonable care and skill. However, our services are provided “as is” only and we are not responsible for any actions you take or do not take in reliance upon any report or other research we deliver to you in the provision of the services. All implied warranties, conditions and other terms concerning our performance of the services are excluded to the extent permitted by law.
11. **Quality Control** – we operate a quality management system. We provide research outputs from a variety of data inputs, including data collection purchased from third party research suppliers. Suppliers must meet our quality requirements, including our standards for the recruitment and validation of respondents who self complete responses via internet panels or other sources. Our quality standards are available on request.
12. Rigour Research is registered as a Data Controller with Information Commissioner’s Office. Rigour shall ensure that it has in place the appropriate technical and organisational measures in relation to its obligations under the Data Protection Legislation. You warrant to Rigour that you have complied with The Data Protection Act and GDPR requirements in relation to any customer data or sample you provide for the purposes of research commissioned by you.



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13. Information exchange will be by agreed secure method in accordance with the requirements of Rigour's Information Security Management System to ISO27001 standards. Rigour will adopt any reasonable secure exchange method you specify. In absence of a specific requirement from you, Rigour will send all information securely encrypted using WinZip secure AES 256 bit encryption.
 14. Unless otherwise instructed by you as client, Rigour will retain any personal data you send us in the course of our work for a period of 12 weeks after project completion. After this time Rigour will securely delete personal data relating to the project.