

Terms and conditions of contract

DEFINITIONS

'The Company' is Rhodes Research Limited. 'Project' is any research project or other service or work conducted by the Company. 'The Client' is the person or organisation buying or seeking to buy the Project from the Company.

HEADINGS

Headings are for information only and do not form a part of these Terms and Conditions.

SCOPE OF THESE TERMS

All work carried out by The Company is subject to these terms and conditions unless otherwise agreed in writing. These terms and conditions shall take precedence over any conflicting terms and conditions issued by The Client in a purchase order or elsewhere, even if a condition similar to this condition appears in such terms and conditions issued by The Client.

These terms and conditions supersede any previous terms and conditions issued by the Company.

PROFESSIONAL CODES

The Client and The Company agree that all Projects shall be conducted in accordance with the Codes of Conduct of the Market Research Society and ESOMAR.

VALIDITY OF QUOTATIONS

Quotations are normally valid for 30 days from the date of submission. However, The Company reserves the right to withdraw its offer to conduct the Project at any time before the Project is commissioned by the Client.

SPECIFICATIONS

Fees quoted are for the research design and services as set out in the research specification, proposal or other document or as otherwise agreed between The Company and The Client. Any changes made at the request of The Client or with the agreement of The Client may result in additional fees. The Company shall not be obliged to notify The Client in advance of such additional fees.

VAT

Value Added Tax, where appropriate, will be added to invoices.

EXCHANGE RATES

Quotations are given in Pounds Sterling, Euros, US dollars or other currencies. If the Project involves fieldwork, room hire, travel or other direct costs incurred in any currency other than the currency shown in the quotation, the price quoted is based on the exchange rate ruling on the day the proposal or costing is given. Unless the Project confirmation describes the cost as fixed and not subject to exchange rate fluctuation, any subsequent significant change in the exchange rate will result in an increase or decrease in the fee to take account of the effect of the change on costs incurred. If the project confirmation describes the cost as fixed and not subject to exchange rate fluctuation, The Company will order currency in advance, and The Client agrees to payment no later than the exact dates specified, notwithstanding any change in the anticipated completion date for the project.

INVOICING

Unless otherwise specified, half of the total fee will be invoiced on commissioning of the Project, the balance on delivery of the report or presentation of the results whichever is earlier. If no report or presentation is involved, final invoicing will be on completion of the Project.

PAYMENT TERMS

All invoices are due for settlement within 30 days of invoice unless otherwise specified and agreed in advance. Payment must be made in the currency specified in the quotation and on the invoice. Invoices unpaid on expiry of the agreed period will incur interest at 5% over bank base rate on a daily basis until payment is received. In the event of The Client delaying payment for more than 30 days beyond the due date, The Company reserves the right, after notifying The Client in writing of its intentions, to suspend or terminate work on the Project, in which case the Project shall be deemed to have been postponed or cancelled by the Client.

All goods, services and data remain the property of The Company until The Client pays for them in full.

POSTPONEMENT OR CANCELLATION

In the event of the Project being postponed or cancelled by The Client after commissioning (whether or not commissioned in writing) a fee may be charged by The Company to The Client to cover the value of all work undertaken based on time spent on the Project, costs incurred and financial commitments entered into, including work undertaken and costs incurred before the Project was commissioned.

INDEMNITY AGAINST CLAIMS FROM THIRD PARTIES

The Client shall indemnify The Company against all loss, cost or liability which may arise in consequence of the use or demonstration of any goods or services supplied by The Client or provided at the Client's request for the purposes of the Project.

SUB-CONTRACTING

The Company agrees to notify The Client if any substantial part of the Project is to be sub-contracted, except in the case of coding and data entry.

NAMED PERSONNEL AND SUB-CONTRACTORS

Where it is stated in a proposal or elsewhere that named individuals or sub-contractors will be involved in a Project, such statements are made in good faith but The Company reserves the right to substitute other individuals or sub-contractors when this is considered necessary or appropriate by The Company.

COPYRIGHT

Copyright of proposals and research specifications shall belong to The Company and no part of such documents shall be quoted or published, including the cost quotation itself.

Copyright of the findings, whether in the form of a report, presentation, tabulations or other form, shall pass to The Client on full payment of the Project invoice. However, The Client agrees not to disclose such findings to third parties (other than to associated companies or professional advisors such as advertising agents) except with the express prior permission of The Company. The Company will be informed of the precise wording which the Client intends to use. The Company will only withhold permission for such wider disclosure of the results on the grounds that the proposed release of information is incorrect, misleading or damaging to The Company or to market research as a whole. In the event of such wider disclosure, The Company shall, if it wishes, be acknowledged as the source of the findings in a manner to be agreed by The Company.

FORECASTS, PROJECTIONS, RECOMMENDATIONS

If the results of the Project include any predictions or forecasts, whether of sales, market shares, market sizes or other matters, such predictions or forecasts are made in good faith but are intended only as an aid to The Client's judgement and The Company does not warrant their accuracy, nor shall it be responsible for any consequences of The Client's use of these forecasts or predictions.

If the results of the Project include any recommendations, such recommendations are made in good faith but are intended only as an aid to The Client's judgement and The Company shall not be responsible for any consequences of The Client's use of these recommendations.

ERRORS

In the event of any error in reports, tabulations or presentations, The Company will use its best endeavours to correct the error at its own expense, but will not be liable for The Client's consequential or other loss arising from the error.

CLIENT LIST

The Client agrees that their name may be quoted on any client list issued by The Company for up to two years after the completion of the most recent Project. The Company undertakes not to reveal to any third party any detailed information about any Project carried out for the Client

STORAGE OF MATERIALS

The Company undertakes to store free of charge relevant records (including questionnaires, video or audio tapes, and data files) for a period of 6 months from completion of the Project (or such longer period as may be necessary for the Company to fulfil its obligations under any professional Code to which the Company subscribes). After this time The Company may destroy all such records without reference to The Client, unless specifically notified by The Client that further storage is required. The cost of such further storage will be chargeable to the Client.

CLIENT-SUPPLIED MATERIALS

Where The Client supplies or requests any materials for use in the Project, The Client undertakes to supply all necessary information to ensure that such materials are not hazardous to employees of The Company or other people.

CLIENT-SUPPLIED QUESTIONNAIRES, ETC.

If any research materials (including but not limited to questionnaires and show materials) are designed by The Client and not by The Company, The Company reserves the right to check them to ensure that they are acceptable, and to make such changes as it finds necessary.

PERFORMANCE

The Company shall make every effort to complete the Project according to the timescale specified, but any quoted dates or timescales are estimates only and time shall not be of the essence of the contract between The Client and The Company. Completion of the project by a specific date shall not be a condition of the contract, and The Client shall not be entitled to withhold any or all of the fees for the Project because of any failure of The Company to complete the Project by any date. The Company shall not be liable for any loss or damage, direct or consequential, resulting from any delay in completing the Project.

The only circumstance in which time will be deemed to be of the essence of the contract is if prior written agreement specifies a guaranteed delivery date with a full description of the consequences which will result from any failure to meet this guaranteed delivery date.

Sample sizes quoted are estimates only and a variation of up to 5% shall be considered acceptable. No reduction in fees for a smaller sample nor increase in fees for a larger sample shall be imposed for variations of up to 5% in sample sizes achieved.

If a project involves group discussions, and no number of participants is specified, The Company shall endeavour to ensure that eight participants attend, but six participants shall be considered an acceptable minimum for a valid group discussion.

LAW

The Contract shall be governed exclusively by English law.

VALIDITY OF THESE TERMS

These terms and conditions (version RR0507) are valid from 1st May 2007 until superseded.

