



## **Standard Terms and Conditions of Contract**

1. Compass Research agrees to provide the client with the Survey or Service requested upon these terms and conditions for the fees specified in the attached agreement. These terms and conditions, which may only be changed by written agreement, form a material and integral part of the attached agreement and together form the contract.

### **Proposals**

2. Any proposal presented before a contract is agreed is submitted only on the understanding that it or they are for the Client's consideration only and that it will not be shown to any third party, unless agreement is given by Compass Research. No use is to be made of the proposal at any time if the Survey is not given to Compass Research.
3. If more than three proposals are being obtained, the Client will inform Compass Research prior to taking receipt of the proposals. If Compass Research has reason to believe that proposals, recommendations or detailed specifications are being obtained from more than three organisations for the same project, then Compass Research reserves the right to charge for the work involved in considering, preparing and presenting the proposals.

### **Acceptance**

4. Work on a Survey commences after Acceptance of the latest quotation according to the programme agreed with the Client. Acceptance of the quotation is deemed to include acceptance by the Client of these Standard Terms and Conditions of Contract, which shall not be varied except by express agreement signed by Compass Research. In the absence of any written authorisation, Client agreement of the questionnaire and its despatching to interviewers will be deemed to indicate acceptance of the quotation.
5. If, at any time, the Client requests that the research brief, the questionnaire, the timing or method in each case as specified in the relevant quotation by Compass Research are changed in any way or the commencement of the study delayed, Compass Research reserves the right to revise the quotation. Quotations are only valid for one month from the date of issue.

### **Invoicing**

6. Invoicing of the amount quoted for a Survey will, unless otherwise agreed, be half on Acceptance and the balance on Completion (including any expenses incurred by Compass Research, during the completion of the Survey). The final invoice shall be raised on delivery of the 'reports' to the Client (the final stage may be tabulations, presentation or written report). If a Survey is contracted to be carried out in separate stages, with interim Reports, final invoices for each stage will be raised on delivery of each interim Report, all of which are provided subject to these conditions.
7. Where Compass Research is using a third party (e.g. an agency), on behalf of the Client, the invoice from the third party will be sent direct to the Client. The Client will then be bound to pay the invoice in accordance to the third party's terms and conditions.

### **Reports**

8. Up to three copies of presentations and reports and a copy of the tabulations are available as defined within the quotation. Compass Research reserves the right to charge for additional copies of the presentations, tabulations or reports.
9. All data except for syndicated Surveys, or Surveys which Compass Research intends in due course to become syndicated, is the property of the Client, except all documents, questionnaires, cards, or other media on which the data is recorded which will be the property of either Compass Research and/or any third party company commissioned by Compass Research.

### **Delay or Cancellation**

10. If late delivery of any material or any action or decision by the Client or his agent or representative causes a delay in fieldwork, then an additional charge may be made by Compass Research, in addition to any delay or cancellation charges imposed by any third party commissioned for the Client by Compass Research.
11. If a Survey is shortened, cancelled or otherwise terminated by arrangement between the Client and Compass Research, the final invoice will be, unless otherwise agreed, the sum of the costs until termination plus any loss incurred by Compass Research by reason of curtailment or termination, plus 12%. The Client is bound to the Delay or Cancellation Terms and Conditions of any third party commissioned for the Client by Compass Research.

## **General**

### **Compass Research's Obligations**

12. Compass Research agrees to use all reasonable endeavours to maintain the Standard Code of Conduct adopted by the Market Research Society (M.R.S.). Under the M.R.S. Code Compass Research shall be entitled to destroy questionnaires and similar records one year after the end of fieldwork, and the data held on other media two years after the end of fieldwork without reference to the Client. This may be done earlier by written agreement but will be done in any event unless the Client advises Compass Research to the contrary in writing within such stated periods. Tape recordings of group discussions or individual interviews may be erased immediately after the presentation of the final presentation or report, unless Compass Research is advised to the contrary in writing beforehand. Compass Research reserves the right to charge a fee for longer periods of storage and for subsequent retrieval.

### **Client's Obligations**

13. The copyright in any Report (presentation) supplied by Compass Research shall remain vested in Compass Research. If Compass Research is to be quoted in any published or widely circulated document containing any figures, comments, discussion or summary of a presentation or report, then Compass Research's written agreement to the document's contents must be obtained before it is published to anyone outside the Client's officers and employees and it shall carry notice quoting Compass Research's name, the precise wording to be agreed by the parties from time to time in advance of publication. Without prejudice to anything in this clause any reproduction of a presentation or report other than an exact reproduction shall not be made with Compass Research's consent, which is not to be unreasonably withheld.
14. The Client shall fully and effectually indemnify Compass Research from and against all claims for personal injury, loss or damage to property brought against Compass Research arising from the presence or use of goods or materials supplied by the Client for the purpose of a Survey or otherwise, except insofar as such injury, loss or damage is attributable to the negligence of Compass Research and its employees. To the extent that any sums payable under this indemnity prove to be insufficient to hold Compass Research harmless by reason of any taxation suffered on them, the Client shall pay to Compass Research such additional sum as (after taking into account any taxation) shall be required to make up the insufficiency.
15. Compass Research shall have the right to terminate the contract immediately either for a material breach by the Client which is incapable of remedy or if capable of remedy is not remedied within 28 days of a written request by Compass Research to remedy it.
16. The Client will not issue instructions, either from its head office or local company, to a sub-contractor selected by Compass Research, without the prior agreement of Compass Research.
17. In the event that a Survey or service involves the receipt by Compass Research of names and addresses held by the Client on computer files or other data subject to the Data Protection Act, it is the Client's responsibility to ensure compliance with the Data Protection Act by registering such data for market research survey purposes. The Client warrants that no breach of confidentiality shall occur through any such supply of data and shall indemnify Compass Research from any such claims.

### **Payment Terms**

18. Invoices are payable on receipt and quotations are exclusive of VAT. If any invoice is not paid within 30 days of invoice date, then Compass Research will be entitled to charge interest on all amounts outstanding beyond 30 days from the invoice date at the rate of 4% per annum above the current HSBC Bank base rate. Interest is to run from 30 days beyond the invoice date and will be compounded monthly.

### **Limits of Liability**

19. Although all reasonable care and skill is used in the preparation of Reports, Compass Research will not accept any liability for any loss howsoever arising from or in connection with the Client's interpretation of such Reports. In any event, Compass Research's liability is strictly limited to the amount of any fees received by Compass Research from the Client in respect of the preparation of the Report, which is the subject of any claim.

### **Force Majeure**

Compass Research shall not be liable for failure to perform its obligations hereunder due to force majeure which for purposes hereof shall include, inter alia, fires, floods, storms, Acts of God, riots, strikes, lock-outs, wars, Governmental control, restriction or prohibition whether local or national or any other causes whatsoever beyond the reasonable control of Compass Research.