General Terms of Business

CFE

from March 2006

1 Scope

The terms of business set out here apply to all projects between CFE and your organisation. Acceptance of any proposal or commissioning of a project will be taken as acceptance of these terms of business, unless otherwise agreed in writing (for example, through signing of a contract) before commencing a project. A project is here defined as any schedule of work for CFE to deliver for your organisation.

2 Proposals, fees, and invoicing

2.1 The costs estimated for delivery of a proposal are presented exclusive of VAT, which will be charged at applicable rates.

2.2 Quotation for projects will remain valid 90 days from the sending of a proposal.

2.3 Any time charges (e.g., *per diem* rates) quoted cover all time and immediately related, reasonable expenses. Any charges for deliverables are quoted on the same basis; i.e., including any immediately related, reasonable expenses. CFE will charge additionally:

(a) for supplementary expenses such as hotel, travel and subsistence costs; an estimate of the sum involved will be included in any quotation; for travel, car journeys will be expensed at the prevailing Inland Revenue allowance for the first 10,000 business miles (currently, 40 pence per mile); and

(b) for additional costs arising from the project specification, including (but not limited to) the cost of data collection, including relevant literature, products, respondent participation, secondary data sets, or stimulus materials; and any specific hosting or presentational expenses required for project delivery.

2.4 Where the fees payable in the quotation do not exceed £9,000 the full (100%) amount will be invoiced on commissioning the project. Outstanding costs (including, without limitation, all those implied in these terms) will be invoiced upon completion of the project specification.

2.5 Where the fees payable in the quotation do exceed £9,000, CFE will invoice you on a monthly basis, as activities and/or outputs are delivered. Outstanding costs (including, without limitation, all those implied in these terms) will be invoiced upon completion of the project specification.

2.6 Each invoice will be due for payment within 30 days of the invoice date; after this, CFE will be entitled to charge interest on all sums outstanding at a rate of 4% per

month, calculated on a daily basis payable from the invoice date until the date of payment of the outstanding amounts in full.

3 Confirmation, cancellation and termination

3.1 CFE requires written confirmation to commence a project. Once the project has been confirmed, the cancellation charges set out below will apply.

3.2 If the project is cancelled by you at any time during the project, you will be liable to CFE for any and all expenses and costs (including, without limitation, all those implied in these terms) incurred by CFE, its officers, agents or employees and any loss of earnings or any other loss whatsoever.

3.3 Either of us may terminate this agreement at any time by written notice to the other if the other goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over all or part of its business.

4 Timescales and specifications

4.1 Fees quoted are estimated according to specific project requirements, the agreed timescale and any assumptions detailed in a proposal. If the timescale, objectives or requirements (with respect to either activities or outputs) or the assumptions on which the quote is based change in any way, CFE reserves the right to review the agreed fee and charge for any additional work that has resulted from changes.

4.2 Timescales and the fees to deliver within them have been estimated on the basis of full and active participation by the client, by partner organisations, and by others involved in the project. Where this is not the case, delays will be incurred and timescales and CFE reserves the right to adjust the fees and the date of completion accordingly. CFE cannot accept responsibility for delays caused by weather, transport difficulties, industrial action or any other circumstances beyond its control.

4.3 Any changes or additions to the project specification must be agreed in writing by CFE.

5 Foreign activity costs

Fees that include foreign activity costs are based on the exchange rates prevailing between sterling and the currencies of the applicable countries on the specified date. The rates used are those quoted in *The Economist* newspaper. CFE reserves the right to adjust the final fee in line with any rate fluctuations during the course of the project.

6 Working practices

6.1 In delivering project activities for research purposes, we observe the Code of Conduct of the Market Research Society. Copies of this can be found at the website www.mrs.org.uk

6.2 In delivering a project, we will comply with the Data Protection Act 1998 and any other relevant secondary legislation. We gain respondents' permission to use

recordings for research purposes only, not for use in external promotions or in the public domain.

6.3 The identity of personal records and data pertaining to persons who take part in projects are confidential information and will not be revealed to clients or any third party, except where this is explicitly agreed by those persons through the project process.

6.4 Except in respect of death or personal injury, CFE shall not be liable to you by reason of any representation (unless fraudulent), or any term (express or implied) of our agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the project or the use of the results of the project by you, and the entire liability of CFE under or in connection with the agreement shall not exceed £1,500,000 (the limit of our professional indemnity insurance) in respect of any claim or series of connected claims.

7 Materials and storage

7.1 You will supply at your expense, all agreed documents or other materials, and all necessary data or other information relating to the project (and ensure the accuracy of the same), within sufficient time to enable us to carry out the project in accordance with the proposal.

7.2 Upon commencement of the project, you will be responsible for the insurance of any materials provided by you for use in the project against accidental loss or damage, until the date of their disposal or return to you in accordance with this term. CFE may dispose of all materials supplied by you after six months following completion of a project, unless you request their return, at your expense, in writing.

7.3 Fees quoted for projects include the printing of documents sufficient for project reporting at each major stage, including 5 bound copies of the final report. We reserve the right to charge for additional presentations and printing of documents.

7.4 CFE will keep key documents, including (without limitation) electronic copies of proposals, data collection documents, briefings, reports, for one year from project completion (the date of the debrief presentation). Audio/video recordings and any paper, products and materials relating to the project will be kept securely after six months.

8 Intellectual property

8.1 The copyright and all other intellectual property rights whatsoever in any work produced by us for you during the project including (without limitation) our proposal, debrief documentation and any other materials whether (without limitation) vested, contingent or future shall belong to us absolutely at all times.

8.2 You warrant that any material or information supplied by you and its use by us, will not infringe the copyright or other intellectual property rights of any third

party, and you will indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.

8.3 Published outputs from our projects may only be published, used or quoted elsewhere, with our prior written approval and provided that the findings and work are attributed to CFE.

9 Confidentiality

9.1 CFE undertakes to keep confidential and not disclose to any other person (except in the proper performance of duties) either during or after the termination of this contract any information whatsoever relating to your operations or make use of the same in any manner which might be prejudicial to your interests.

9.2 You undertake to keep confidential and not disclose to any other person either during or after the termination of this contract any information whatsoever relating to our business, any proposals, methodologies and debrief documentation or other information supplied by us during or before the project, or make use of the same in any manner which might be prejudicial to our interests.

10 General

10.1 English law governs the agreement between us and you agree to submit to the non-exclusive jurisdiction of the English courts.

10.2 Unless itself superseded by contract, these terms, together with the proposal and proposal confirmation, constitute the entire agreement between us, supersede any previous agreements or understandings and all other terms, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

10.3 A notice required to be served on either of us under these terms shall be in writing addressed to the other at its registered office or principal place of business or such other address as may have been notified to the party giving notice pursuant to this term.

10.4 No failure or delay by us to exercise any of our rights under the agreement shall be deemed to be a waiver of that right, and no waiver of any breach of the agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of these terms and the remainder of the provision in question shall not be affected.