

Redshift Research Limited – General Terms and Conditions

In these terms of business “Redshift” shall mean Redshift Research Limited and the “Client” means the company, organisation or individual to which the services are provided.

1. Validity of these Terms and Conditions

The following General Terms and Conditions shall apply to all services (the “Services”) provided by Redshift as detailed in the proposal (“Proposal”) issued by Redshift to its prospective client.

2. Services

- (a) It is understood that Redshift has prepared the Proposal in reliance upon information provided by the Client (the “Brief”). The fee and time and cost estimates provided are based on the Services to be provided in the Proposal. Should the Brief prove to be inaccurate or misleading in any way or should the Client change the Brief, Redshift will amend the Proposal to take this into account and shall be entitled to adjust the fee to take account of any resultant change in the levels of services to be provided.
- (b) While Redshift acknowledges its obligation to perform the Services with reasonable skill and care and to complete the Services within the time it has estimated in the Proposal, time is not of the essence. Furthermore, neither party will be liable for its failure or delay in performance of its obligations under these General Terms and Conditions due to any circumstances beyond its reasonable control (including without limitation, any form of industrial action or natural disaster).
- (c) The Services may be sub-contracted to such third-parties as Redshift shall decide with the prior oral or written consent of the Client.

3. Fees and Expenses

- (a) The fee stated in the Proposal shall cover the Services to be provided pursuant to the Proposal. Any reasonable additional costs which were not foreseeable at the time of the preparation of the Proposal or which are for any additional services provided by Redshift at the clients request will be charged separately in accordance with these General Terms and Conditions.

4. Invoices

- (a) All sums quoted to be paid to Redshift, including fees, are exclusive of value added tax (VAT) which shall be payable at the prevailing rate.
- (b) Payment must be received no later than 30 days after the date of each invoice. Where the Services involve fieldwork, Redshift will require payment to be made in three parts: half on commissioning of the survey, 25% on fieldwork completion and the remaining 25% on dispatch of final results. Otherwise payment dates are set in the Proposal.
- (d) Without prejudice to Redshift’s other rights and remedies, interest at the rate of 4% per annum above the base rate of Barclays Bank plc from time to time may be charged on any overdue amount from the due date until the date payment is received.
- (e) If the Client fails to pay, when due, any sum payable, Redshift may (without limiting any other right or remedy) withhold performance of or cancel all Services to the Client.

5. Ownership, Copyright and Other Intellectual Property Rights

- (a) Ownership of all documents, questionnaires, computer records or other items on which data is recorded remains the property of Redshift. Copies of such records (but in anonymous form) can be made available to Clients upon request and upon payment of an additional fee, unless otherwise agreed. Redshift may destroy such materials at any time after the expiry of two years from completion of the Services.
- (b) All proprietary rights in the Proposal, research concepts, methodologies, procedures, and documents that originate with Redshift shall originate with Redshift. Copyright in any documents drawn up specifically for the Client pursuant to the Services shall vest in the Client upon payment of all fees for the Services.
- (c) The Client will not own any intellectual property rights developed, written or prepared by a third party and licensed to Redshift and Redshift will use all reasonable endeavours to procure that owned by third parties are licensed to the Client for its use.

6. Warranty and Liability

- (a) Redshift represents and warrants that:
 - (i) It will provide the Services in accordance with generally accepted standards in the research industry, and the Standard Code of Conduct adopted by the Market Research Society.
 - (ii) Its products and services will not infringe the intellectual property rights of any third party
 - (iii) It has complied with all applicable laws, including but not limited to the Data Protection Act 2006 in providing the Services.However it does not guarantee that the data collected, processed and analysed by it can be used by the Client in a specific commercial way and it

does not warrant that the data provided is complete and accurate in all respects.

- (b) The maximum liability of either party whether arising from contract, negligence or otherwise, shall be limited to twice the fees paid to Redshift by the Client for the Services at the date of any claim.
- (c) In no circumstances shall either party be liable to the other, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any loss of profit, business, contracts, revenues or anticipated savings or (ii) for any special, indirect, incidental or consequential damage of any nature whatsoever.

7. Termination

- (a) Either party may at any time terminate this Agreement (without limiting any other remedy) with immediate effect by giving written notice of its election to do so to the other party, should the other party:
 - (i) have an Administrator or Receiver appointed over the whole or any part of its assets or any order made or resolution passed for its administration or winding up (unless as part of a reconstruction or amalgamation) or compounds with or convenes a meeting of its creditors or suffers anything analogous to any of the foregoing under the law of any jurisdiction; or
 - (ii) materially breach any provision of this Agreement and fail to remedy such breach within 30 days after receipt of notice detailing the breach.

8. Notices

Any notice to be given under this Agreement will be in writing and sent to the registered or usual business address of the appropriate party or to such other address as such party may have specified by prior written notice to the other party. Such notice shall be deemed given upon personal delivery; when sent by confirmed facsimile; on the next working day following posting by special delivery; or 3 days after posting if sent by ordinary first class post.

9. Waiver

Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

10. Severability

If any provision of this Agreement is declared by any judicial or other competent authority to be unenforceable the remaining provisions of this Agreement shall remain in full force and effect.

11. Entire Agreement

- (a) These Conditions together with the Proposal constitutes the entire Agreement between Redshift and the Client with respect to the Services and supersedes all previous oral or written undertakings and agreements which may have subsisted. All other terms and conditions, express or implied, by statute or otherwise are excluded to the fullest extent permitted by law. Additions to or modifications of this Agreement will only be effective if in writing and signed by a duly authorised representative of the parties.
- (b) Redshift shall, if requested by the Client, endeavour to quote any purchase order number provided by the Client on its invoices. However the absence of any such purchase order number does not in anyway affect the Client’s obligation to pay sums due under this Agreement. Any terms and conditions contained in any purchase order are specifically excluded from this Agreement.

12. Rights of Third Parties

For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

13. Authority

The Client warrants that the person signing this Agreement on its behalf is duly authorised to do so.

24. Governing Law

This Agreement will be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

