

Beaufort Research Limited
Terms and Conditions for the Supply of Service
The Customer's attention has been drawn to clause 8
(Limitation of Liability)

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Accepted Quote: meaning a Quote that has been accepted by the Customer in accordance with clause 2.3.

Amended Publication: means as set out in clause 4.1.6.

Business Day: a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services, as set out in the relevant Accepted Quote.

CoC: the Market Research Society Code of Conduct, as updated from time to time.

Commencement Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions, as amended from time to time in accordance with clause 10.5.

Contract: the contract between the Supplier and the Customer for the supply of Services, which consists of the Accepted Quote, and these Conditions.

Consent: means a freely given, specific, informed and unambiguous indication (as construed in accordance with the Data Protection Legislation) by a statement or by a clear affirmative action, by which the relevant Data Subject has agreed to the relevant disclosure(s) and/or Processing of the Shared Personal Data relating to them that has not been withdrawn. To the extent the relevant Shared Personal Data is Special Category Personal Data, this definition should be read as if the word 'unambiguous' above read 'unambiguous and explicit'.

Customer: the person or company who purchases Services from the Supplier under the Contract, as set out in the relevant Accepted Quote.

Customer Default: as defined in clause 4.3.

Customer Materials: all materials, drawings, specifications and data to be supplied by the Customer to the Supplier for the performance of the Services (if any).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.

Personal Data, Personal Data Breach, Data Subject, Controller, Joint Controller, Processing, Processor, Special Category Personal Data shall have the meaning defined in the Data Protection Legislation.

Deliverables: all information and findings to be gathered and reported by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) as set out in the relevant Accepted Quote.

Deliverable IPRs: all Intellectual Property Rights excluding Moral Rights in Deliverables, subsisting in the Deliverables.

Draft Publication: means as set out in clause 4.1.6.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moral Rights in Deliverable: the Supplier's rights to be identified as the author of the Deliverables and the rights to object to derogatory treatment of the Deliverables.

Quote: means the written quotation which sets out the Services, Deliverables and the Charges, as issued by the Supplier to the Customer in accordance with clause 2.1 and clause 2.2 and may be accepted by the Customer in accordance with clause 2.3.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in the relevant Accepted Quote.

Supplier: Beaufort Research Limited incorporated in England and Wales with company number 01929917 whose registered office address is at Tudor House, 16 Cathedral Road, Cardiff, United Kingdom, CF11 9LJ.

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Accepted Quote.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

1.2.1.1 is a reference to it is in force as at the date of this Contract; and

1.2.1.2 shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** excludes fax but includes email, unless otherwise stated herein.

2. BASIS OF CONTRACT

2.1 The Quote constitutes an offer by the Supplier to provide Services to the Customer in accordance with these Conditions.

2.2 Any Quote provided by the Supplier shall remain in effect and capable of being accepted by the Customer for a period of 1 calendar month from the date on which the Quote is delivered to the Customer, after which time it shall automatically lapse and be withdrawn.

2.3 The Quote shall only be deemed to be accepted by the Customer when the Customer either delivers to the Supplier a written acceptance of the Quote, or supplies a written purchase order number. On either the date of (i) the Customer's written acceptance of the Quote or (ii) the purchase order number being delivered to the Supplier, whichever is earlier, the Quote shall become an Accepted Quote and the Contract shall come into existence (**Commencement Date**).

2.4 If there is any conflict or ambiguity between an Accepted Quote, and these Conditions, the Accepted Quote shall prevail to the extent of the conflict or ambiguity only.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Accepted Quote, and the CoC. If there is any conflict between this Contract and the CoC, the CoC shall prevail to the extent of the conflict only. The Supplier reserves the right to amend the Contract to the extent necessary to comply with the CoC and any other regulatory requirement, and the Supplier shall notify the Customer in such event.

3.2 In supplying the Services, the Supplier shall:

3.2.1 perform the Services with reasonable care and skill;

3.2.2 use reasonable endeavours to perform the Services in accordance with the service description set out in the Accepted Quote;

3.2.3 ensure that the Deliverables are of satisfactory quality;

3.2.4 provided that the Supplier shall not be liable under the Contract if, as a result of such compliance under this clause 3.2.4, it is in breach of any of its obligations under the Contract, comply with:

3.2.4.1 all applicable laws, statutes, regulations from time to time in force; and

3.2.4.2 any policies requested to be complied with by the Customer, and agreed by the Supplier; and

3.2.5 take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 ensure that the terms of the Quote are complete and accurate before accepting the Quote;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects;

4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Service Start Date;

4.1.5 ensure all details of the survey sample size, survey method and fieldwork dates of the Deliverables (as applicable) is included in any publication (including quotes and reports) that incorporates the Deliverable; and

4.1.6 send to the Supplier any material it intends to publish that incorporates any part of the Deliverables (**Draft Publication**), at least 10 Business Days before the day it wishes to publish the Draft Publication. If the Supplier reasonably considers the Draft Publication to be incorrect or misleading regarding its use of the Deliverables, the Supplier shall amend the Draft Publication to the extent necessary to ensure it is accurate to the Deliverables (**Amended Publication**) and require the Customer to publish the Amended Publication instead.

4.2 If the Customer refuses to publish the Amended Publication instead, or to amend the Draft Publication itself to the extent necessary to ensure it is, in the Supplier's reasonable opinion, accurate to the Deliverables:

4.2.1 the Customer must not name the Supplier as the author of the Deliverables in the publication; and

4.2.2 the Supplier may, in its sole discretion, publish any part of the Deliverables and information relating to the Services in any forum as it considers appropriate, to the extent necessary to correct any incorrect or misleading publication made by the Customer.

4.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees (**Customer Default**), the Supplier shall:

4.3.1 without limiting or affecting any other right or remedy available to it, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.3.2 not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;

4.3.3 be entitled to payment of the Charges despite any such prevention or delay; and

4.3.4 be entitled to recover from the Customer on written demand any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

5. DATA PROTECTION

5.1 The Supplier shall collect and process any Personal Data in accordance with its privacy policy and the Data Protection Legislation. The parties do not envisage that any Personal Data will be contained in the Deliverables.

5.2 However, subject to the Consent of the Data Subjects who are the subject matter of the Deliverables, if the parties agree that any Personal Data shall be provided in the Deliverables, the parties shall act as Joint Controllers, and shall adhere to the terms of Schedule 1.

6. INTELLECTUAL PROPERTY

6.1 The Supplier shall retain ownership of all Moral Rights in the Deliverables. Subject to clause 4.1.6, the Customer has the obligation to name the Supplier as the author of the Deliverables in any publication (including quotes and reports) that incorporates the Deliverables.

6.2 The Customer and its licensors shall own all Intellectual Property Rights in the Customer Materials, and, subject to full payment of the Charges and the Supplier's right under clause 4.1.6.2, the Deliverable IPRs.

6.3 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.

6.4 The Customer shall indemnify the Supplier in full against any sums awarded by a court against the Supplier arising of or in connection with (i) any claim brought against the Supplier for infringement of a third

party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier, (ii) the use of the Deliverables; or (iii) breach of the Customers obligations under clause 6.1.

7. CHARGES AND PAYMENT

7.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 7.

7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.3 The Supplier shall submit invoices for the Charges plus VAT (if applicable), unless otherwise stated in the relevant Accepted Quote:

7.3.1 for any Services that are ad-hoc projects, 50% of the Charges on the Commencement Date, and the remaining 50% upon completion of Services;

7.3.2 for any Services that are omnibus survey services, the Supplier shall invoice the Customer for 100% of the Charges upon commencement of fieldwork.

7.4 Each invoice shall include all reasonable supporting information required by the Customer.

7.5 The Customer shall pay each invoice due and submitted to it by the Supplier, within 30 days of the date of invoice, to a bank account nominated in writing by the Supplier.

7.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9 (Termination):

7.6.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

7.6.2 the Supplier may suspend all Services until payment has been made in full.

7.7 All amounts due under the Contract from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. LIMITATION OF LIABILITY

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

8.3 Nothing in this Contract shall limit the Customer's payment obligations under the Contract; or the Customer's liability under clause 6.4 of the Contract.

8.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.5 Subject to clause 8.2, clause 8.3, and clause 8.4, the Supplier's total liability to the Customer shall not exceed the total Charges paid to the Supplier by the Customer pursuant to this Contract in the 12 months prior to the liability arising.

8.6 Subject to clause 8.2, clause 8.3, clause 8.3, this clause 8.6 sets out the types of loss that are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

8.7 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 Disclaimer: The Supplier hereby disclaims any liability for (i) the content of the information and feedback provided by third parties as part of the Services, which form the basis of the Deliverables subject to the

Supplier reporting the information correctly as it was provided to the Supplier; and (ii) the results and use of the Deliverables by the Customer or any third party.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

9.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so. Failure to make payment shall be deemed a material breach of this Contract;

9.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.3 On termination of the Contract for whatever reason:

9.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

9.3.2 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

9.3.3 termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10. GENERAL

10.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent. The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

10.3 Confidentiality.

10.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of 2 years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 10.3.2. For the purposes of this clause 10.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

10.3.2 Each party may disclose the other party's confidential information:

10.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each

party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and

10.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

10.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.8 Notices.

10.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the email address as set out in the relevant Accepted Quote.

10.8.2 Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.8.2, business hours means 9.00am to 5.00pm Monday to Friday on a Business Day.

10.8.3 This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

10.10 Governing law and jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.