

'THE QUALITATIVE LAB'
TERMS & CONDITIONS – UK AND WORLDWIDE (January 2018)

Invoicing

The project will, unless otherwise specified, be invoiced in two stages: 50% upon commissioning plus any relevant incentive amounts and 50% upon completion.

New Clients

New clients must provide bank details and 2 trade references before we commence the project. Commissioning invoices must be paid before work commences on the project (unless otherwise agreed).

Payment Period

Invoices are payable within 28 days and fees are subject to VAT where applicable. Amounts outstanding beyond this period are subject to an additional charge of 2% per month, or part thereof. **(New clients see above)**

The 2% per month or part thereof additional charge for non-payment will apply beyond 56 days, where a fee for this longer payment period has been agreed.

Government Departments/Local Authorities/Other Public Bodies

In accordance with the UK Government Initiative, invoices are payable within 10 days and are subject to VAT. In the event of non-payment within 28 days of the date of invoice an additional charge of 2% per month or part thereof will apply.

Delay or Non Payment of Invoices: Legal and Other Costs

Any reasonable costs, legal or otherwise, directly associated with attempts to gain payment of invoices overdue for payment may result in these costs being recovered from the client concerned.

Collections & Deliveries

For collections and deliveries between our respective addresses and third party addresses at your request, there will be an additional charge.

Retention of Title

Title to any work undertaken by us remains with 'The Qualitative Lab'/Plus Four Market Research Limited until payment is made to us. Any payment made to our client following the re-sale or use of our work is deemed to be held on trust for us until payment is made to us. Any payment from a third party to our client concerning any aspect of the project, or any other project our client has undertaken for any third party will be considered a relevant payment.

Insurance

Clients are responsible for implementing such insurance as they judge is necessary for their projects, artwork, questionnaires or any other material in our possession or in transit. Consequential loss is not the responsibility of 'The Qualitative Lab'/Plus Four Market Research Limited. Where products are consumed by the public, used on the skin or in any other such way, the Client is fully responsible for any such claims that may be forthcoming.

Project Dates

The company will use its best endeavours to meet such timings as may be agreed in writing but cannot be held responsible for any problems or costs consequent upon any delay that may occur.

Postponement or Cancellation

Should a project or any part of a project be postponed or cancelled for reasons outside of our control, then you are referred to page 2 for details of the consequential charges.

Focus Group Recruitment

The recruitment costs and possibly the incentive level on a project may be affected by any change in the recruitment criteria from the initial brief given or to the assumptions that we have stated. It will certainly be affected should it be decided that an algorithm (or similar) be introduced to the recruitment process. Should the available recruitment period be reduced then this too will also potentially affect our fee. We will be pleased to promptly re-quote should such circumstances arise.

Proposals & Questionnaire Design

Unless agreed in writing to the contrary, all Proposals will be prepared and costed at no cost to the would-be client. Where recruitment questionnaire design is involved, however, and the research goes ahead with another company using effectively our questionnaire design, then a charge may be incurred.

Code of Conduct

All work is conducted to the Code of Conduct of the Market Research Society, a copy of which is available by visiting www.mrs.org.uk

Law

This Agreement shall be subject to the Laws of England and any dispute concerning it or its interpretation shall be solely adjudicated in that jurisdiction

Acceptance of these Terms and Conditions

Commissioning of a project indicates acceptance of these Terms & Conditions. Any variation to these Terms & Conditions must be in writing and signed by a Director of 'The Qualitative Lab'/Plus Four Market Research Limited.

**‘THE QUALITATIVE LAB’
POSTPONEMENT & CANCELLATION CHARGES**

Postponement and cancellation charges are applicable as below. In all cases of postponement where the booking does not finally proceed, the postponement percentage initially charged will increase to the level of the cancellation charge.

	Postponement	Cancellation
◆ 10 to 15 working days	10%	20%
◆ 7 to 9 working days	25%	50%
◆ 5 to 6 working days	50%	75%
◆ Less than 5 working days	75%	100%

NB:

- ◆ The use of the words ‘**working days**’ should be defined as a full standard working day of 9.30am - 5.30pm Monday to Friday (excluding Bank Holidays) ie if you notify us at 10.30am on Monday to cancel a booking for the Friday of the same week, this constitutes four working days notice.
- ◆ **All postponements and cancellations must be made in writing by email or fax in addition to a telephone message.**
- ◆ The percentages quoted above are only that of the cost of hiring ‘The Qualitative Lab’. Refreshment charges will apply in full if the postponement/cancellation is made within 48 hours of the scheduled booking (otherwise no refreshment charges will apply).