**TERMS AND CONDITIONS OF BUSINESS**

THIS AGREEMENT is made on *(date)……………………………………………………………*

AND IS MADE BETWEEN:

**ASPECT VIEWING FACILITIES LIMITED** whose registered office is at;

**3 CANAL STREET**

**THE VILLAGE**

**MANCHESTER**

**M1 3HE**

**0161 242 7858**

and

*(Name)* …………………………………………………………………

Of

*(Addres*s)………………………………………………………………

…………………………………………………………………

…………………………………………………………………

1. **Definitions**

In these terms and conditions (the **"Conditions"**) the following definitions are used:

**"Ad-hoc Service"** means the bespoke services provided by the Company

**"Company"** means Aspect Viewing Facilities Limited, company number 05079782, a company registered in England, whose registered office is at 3 Canal St, Manchester, M1 3HE

**"Client"** means the person appointing the Company to provide the Services as set out in the Proposal.

**"Confidential Information"** means all information, data or material of a confidential, commercially sensitive or proprietary nature in any form, which either party, discloses to the other pursuant to this Contract (including the Proposal, the Statement of Work and anything the receiving party creates which is derived from or based upon the information, data or materials disclosed to it by the disclosing party).

**"Continuous/Syndicated Service"** means the non-Ad-hoc Service or non-bespoke continuous services provided by the Company, including, without limitation, any syndicated service.

**"Contract"** means the contract between the Company and the Client consisting of the Booking Form and these Conditions, together with the Statement of Work (where used). In the event of any inconsistency between the documents comprising the Contract, this shall be resolved according to the following numbered order of priority: (i) the Statement of Work (where used); (ii) these Conditions and (iii) the Proposal.

**"Fee"** means the fee(s) to be charged by the Company for the provision of the Services to the Client set out in the Proposal.

"Proposal" means the written final proposal and/or quotation for the provision of the Services issued by the Company to the Client. Where a Statement of Work is issued by the Company, this shall supersede the Proposal.

**"Services"** means the Ad-hoc Service and/or Continuous/Syndicated Service (as the case may be) to be performed by the Company for the Client as set out in the Proposal.

**"Statement of Work"** or **“SOW”** means the written form of acceptance for the provision of the Services in accordance with the Booking Form to which these Conditions are attached, to be approved and returned to the Company by an authorised signatory of the Client. This approval can be in the form of an email.

1. **General**

Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.

1. **Supply of the Services**
   1. The company shall provide the Services to the Client subject to these conditions. Any changes or additions to the Services or these conditions must be agreed in writing by the Company and the Client.
   2. The Client shall at its own expense supply the Company with all necessary documents, materials, data, decisions and approvals and any other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Proposal. The client shall ensure the accuracy of all Input Material.
   3. The client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Output material shall be at the sole risk of the Client from the time of delivery to or to the order of the client.
   4. Consultation beyond the normal project remit will be charged to the client on a pro rata basis at the discretion of the agency.
   5. The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
   6. In the event of problems with our technical equipment (audio, video, DVD, live streaming) resulting in no recorded materials or live streaming you will be offered a full refund of any studio fees or live streaming fees for the period during which the recordings or studio sessions were not available or an equivalent replacement booking.
2. **Condition of the Building** 
   1. The Client is responsible for any loss or damage to the building fixtures and fittings, contents and decoration during the period of engagement. Unless the Client shows at the commencement of the period of engagement that any such property is damaged, such property shall be deemed to have been undamaged at the commencement of the period of engagement.
   2. No hooks, nails, screws or tacks may be driven into the walls, pillars, woodwork, floors or furniture in any part of the premises, and no material shall be posted by gum, paste or other adhesive medium anywhere on the premises.
   3. Every reasonable care should be taken not to damage floors, chairs or other furniture and fittings. Goods or materials must not be dragged over the floor of the venue or allowed to drop thereon, nor must water or other liquids be spilled on any part of the floor.
3. **Research Standards**
   1. The Company is a Market Research Society (MRS) Company Partner and has therefore signed a quality commitment to adhere to the MRS Code of Conduct. All research projects conducted by the Company shall be undertaken in compliance with the Market Research Society (MRS) Code of Conduct, which includes the requirements of the Data Protection Act 1998, and the ICC/ESOMAR International Code of Marketing and Social Research practice. The Company is also accredited with the ISO 20252:2012 (International Service Standard for Market, Opinion and Social Research) accreditation and all work is carried out in accordance with this.
   2. Aspect Viewing Facilities Ltd is a member of the Viewing Facility Association (VFA). All members of the VFA are required to follow the MRS code of conduct.
   3. The Client shall make available such information as is requested by the Company to ensure compliance and the Client warrants and agrees to be responsible for the accuracy of any information and for any instructions supplied by or on behalf of the Client.
   4. The Client shall adhere to the Data Protection Act 1998 and MRS guidelines with respect of respondent privacy. Where Clients wish to view the collection of Qualitative and/or Quantitative data, the responsibility of minimising the impact their presence has on the research process is the responsibility of the Client.
   5. Respondent confidentiality: Market research interviewing involves the expressed or implied promise of confidentiality and anonymity for the respondent and the respondent’s individual answers. Respondents specific identity, including names, company names, addresses, telephone/fax number is confidential and protected information and shall remain anonymous to the “end” client. The confidentiality of your respondents is of paramount importance to us, and as such we will continue to maintain a policy of complete impartiality relating to any sensitive information provided to the facility in the execution of your fieldwork projects; as we do with all studio rental clients.
4. **Acceptance of Proposal / Statement of Work**
   1. The Proposal (including the Fee set out in the Proposal) shall be valid for acceptance by the Client for a period of two (2) calendar months from the date that the Proposal is issued. The Company shall agree with the Client whether a Statement of Work shall be issued in respect of the Service. In the absence of agreement to the contrary, the Company shall not be required to issue a Statement of Work.
   2. Where a Statement of Work is not issued by the Company, the Contract shall be formed upon acceptance of the Booking Form by the Client. Where a Statement of Work is issued by the Company, the Contract shall be formed upon acceptance of the Statement of Work by the Client.
   3. The Client shall be deemed to have accepted the Booking Form or the Statement of Work (as applicable) by either: (i) notifying the Company in writing (which may be by email) that it has accepted the Booking Form or the Statement of Work (as applicable); or (ii) otherwise notifying the Company in writing (which may be by email) that it wishes the Company to commence provision of the Service (including, without limitation, by issuing a purchase order in respect of the Service or any part thereof).
   4. If the Client has not accepted the Proposal within two (2) calendar months then the Proposal (including the Company’s Fee quotation set out in the Proposal) will expire, unless an authorised representative of the Company has agreed to extend this validity period in advance in writing. The Company reserves the right to amend or withdraw the Proposal (including the Fee quotation set out in the Proposal) at any time until it is formally accepted by the Client.
   5. The Company shall not be required to commence provision of the Service until it has received acceptance of the Proposal or Statement of Work (as applicable) as set out above.
5. **Fees**
   1. The price for the supply of goods and services are set out as per our quote to you. The fee is quoted exclusive of Value Added Tax (VAT). Where required by law, VAT will be chargeable in addition to the fee. For the hire of Aspect Viewing Facilities, fees and expenses will be invoiced in one instalment, unless the company requires the provision of incentives by Aspect Viewing Facilities (see clause 8).
   2. The Company shall be entitled to recover reasonable expenses incurred pursuant to the provision of the Services subject to copy receipts being retained by the Company (and provided to Client upon written request) unless such expenses have been expressly stated in the Contract as being included in the Fee.
   3. If the Fee has been based upon information provided by the Client which is subsequently shown to be incomplete or incorrect, the Company shall be entitled to increase the Fee to take account of any resulting additional time involved in providing the Services (or additional services) and any necessary additional costs incurred by the Company. Within the fees, the company allow 1 hour either side of the booking for set up and debrief, anything over and above this will incur additional costs.
   4. Unless expressly stated otherwise in the Booking Form, the Fee is proposed and payable in UK sterling. For projects involving currencies other than sterling, the Fee quoted in the Booking Form (or Statement of Work if applicable) will still be calculated in sterling. Should delay or other factors result in the Company incurring additional costs not envisaged at the time of formation of the Contract, the Company reserves the right to pass on the extra costs to the Client. Where the Client is late in paying any sums due to the Company hereunder and such late payment results in the Company incurring additional costs due to exchange rate movements, then the Company reserves the right to pass on these costs to the Client. Any extra costs referred to above shall be confirmed by the Company to the Client from time to time in writing and added to the next invoice issued by the Company.
   5. The Fee quoted in the Proposal assumes that payments to the Company will be made free and clear of and without deduction of withholding tax levied in any country from which payment is made. Should any such tax arise which in the Company’s reasonable opinion cannot be readily recovered within a reasonable time scale, then the Company shall be entitled to increase the Fee to the extent necessary that after the payment of any required tax, the Company receives and retains a net amount equal to the agreed Fee.
   6. The Company reserves the right to charge for additional unforeseen costs incurred as a result of statutory amendments to rates of pay, taxes or duties or any other circumstances outside the control of the Company, including but not limited thereto, war, civil disturbances, strikes or capricious behaviour of the authorities. Furthermore, if at any time the Client requests that any aspect of the project set out in the Proposal (including timing) be changed, the Company reserves the right to adjust the Fee accordingly. The Company shall give the Client written notice of the revised Fee, and if such increase exceeds 10% of the previous agreed Fee the Client shall, providing that it does so within 7 days of receipt of notification of the revised Fee, be entitled to serve immediate notice of termination of the project. However, in such an event the Client shall be liable to pay the Company that part of the Fee that relates to all work undertaken, and for any non-cancellable third party costs incurred and/or committed to by the Company made, by the Company up to the date of termination.
   7. Volume discounts may be agreed with the client at the Company’s discretion with a discount period running from April to the following March. Any such discounts will be reviewed on an annual basis and following this review the Company reserves the right to reduce or remove the offer of such discounts where necessary. The client will be informed of the current discount levels and any changes to discount levels on an annual basis at the start of the discount period.
6. **Payment**
   1. Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 30 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement.
   2. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days’ notice, to charge you for costs and expenses incurred in recovering late payments. We shall also be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment, at a rate of 8% per annum above the base rate of the Bank of England, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998
   3. The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
   4. A payment to the value of 50% of any project will become payable in advance where the total price of the goods and services to be provided exceeds £10,000.
   5. All sums payable to the Company under this Contract shall be paid without any set-off whatsoever.
   6. Invoices shall be paid in the currency in which they are issued.
   7. In an attempt to make better use of our resources in order to mitigate environmental impact, all invoices will be submitted via email rather than by post.
   8. In the instance where the client appoints a third party to make the payment of fees, this arrangement must be made under the existing payment terms as agreed in the contract.
7. **Incentives**

All incentives will be provided by you. If you wish Aspect Viewing Facilities Ltd to provide incentives to respondents on your behalf, a handling fee will apply as follows:

* 1. Incentives are subject to a handling charge of 20% + VAT.
  2. Incentives, including handling charge and VAT are invoiced for immediate payment on commission of booking.
  3. Aspect Viewing Facilities reserve the right to levy interest charges on late payment of incentives. Credit period defined as before the 1st day of a booking taking place.
  4. Aspect Viewing Facilities reserve the right to make exceptions to this policy

1. **Right to Cancel**
   1. Cancellation or postponement of the agreed Services must be given to the Company in writing. However, the following charges will be applied accordingly

|  |  |  |
| --- | --- | --- |
| **Notice Period in Working Days**  **Before Fieldwork Commences** | **Postponement** | **Complete Cancellation** |
| 10 + | 0% | 0% |
| 5-10 | 50% | 50% |
| 3-5 | 75% | 75% |
| 3 or less | 100% | 100% |

* 1. Working day means clear working days.
  2. All incidental expenses, hire of suppliers/facilities incurred prior to postponement/cancellation will be charged in full.
  3. Upon termination of this Contract, unless otherwise agreed by the Company, all invoices which have already been submitted by the Company will become payable and no refunds for payments made shall be due.

1. **Force Majeure**
   1. If either party to this agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure” then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
   2. For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
   3. Strikes, lockouts or other industrial action;
   4. Civil commotion, riot, invasion, war threat or preparation for war;
   5. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
   6. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
   7. Political interference with the normal operations.
2. **Data**
   1. You will be provided with a hard copy of the audio/visual at the end of your session in DVD format as per your booking request unless it has been stated that no recording is necessary. Unless otherwise requested, a digital copy of the sessions will be kept by the viewing facility for 2 weeks after the session. The audio recording will be kept for 6mths after the session. Please note that if you do not wish the facility to keep any form of copy of the sessions after you have them, you must inform the facility in advance or on the day of the session. A copy of our data security policy can be requested at any time.
   2. Where in connection with this Contract the Company (the “Data Processor”) is Processing Personal Data of which the Client is the Data Controller (“Data Controller”) the Data Processor shall: (i) Process such Personal Data only for the purposes of providing and/or receiving the Services (as the case may be); (ii)comply at all times with the provisions of the Data Protection Act 1998 and in particular the Seventh Principle as if it were the Data Controller; (iii) only Process Personal Data on behalf of the Data Controller in accordance with the Data Controller’s instructions; (iv) answer the Data Controller’s reasonable enquires to enable the Client to monitor the Company’s compliance with this clause; (v) permit the Data Controller during normal working hours on notice to have escorted access to the appropriate part of the premises, systems, equipment, and other materials and facilities where the Data Processor Processes the Personal Data provided that the scope of such access is agreed between the Parties in advance; and (vi) not pass any Personal Data to a third party (other than an authorised sub-contractor under this Contract) without prior consent. In this clause, the terms “Personal Data”, “Process”, “Processing” and “Data Controller” shall have the meanings given to them in the Data Protection Act 1998.
   3. It is the responsibility of the Client to provide the Company with information about respondents that is relevant for the Company to know in relation to the Company being able to carry out the services. No information about the respondent that is not required to carry out the services should be provided to the Company in any format as per the data protection act of 1998.
3. **Confidentiality and Public Statements**
   1. Both parties agree at all times to treat as private and confidential all Confidential Information of the other party. Neither party shall disclose to any third party or use for any other purposes any such information of the other party without the prior written consent of the other party, other than the disclosure by the Company to appropriate third parties, agencies or fieldworkers notified to the Client of such Client information (whether Confidential Information or not) as is reasonably necessary in preparing the Proposal or performing the Services. The obligations set out in this clause shall not apply to any information or materials which are in the public domain other than as a result of any breach by either party of its obligations under the contract, nor to any information which was known to the disclosing party prior to its disclosure, nor to any information which is required to be disclosed by law or in compliance with the requirements of a competent regulatory authority.
   2. Proposals issued by the Company contain confidential information about the Company and the Client shall keep secret and not disclose the content of any Proposal or any information or ideas, in whatever form, disclosed during or in connection with any pitching or briefing process, to any third party or otherwise make use of or derive other material from it, without the prior written consent of the Company or use any Proposal other than for the purposes of considering its contents with a view to appointing the Company to provide the Services set out therein.
4. **Limitation of Liability**
   1. No party excludes or limits its liability under this Contract for death or personal injury caused by its negligence, fraudulent misrepresentation or any other type of liability which cannot by law be excluded or limited.
   2. Subject to Clause 14.1, neither party shall be liable for loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings, loss of data or use of data, or consequential, special or indirect loss or damage even if such party has been advised of the possibility of such loss or damage.
   3. Subject to Clauses 14.1 and 14.2, the Company's total aggregate liability (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) for claims arising in respect of any one Project under this Contract shall not exceed the greater of: (i) the Fees paid or payable by the Client to the Company under this Contract in respect of the particular Project to which the claim relates; or (ii) £50,000 (fifty thousand pounds sterling).
   4. The client shall indemnify and hold the Company indemnified in respect of any loss suffered by the Client or the Company (whether by way of a claim, damages, costs and expenses or otherwise) as a result of any material, services, information or representation supplied or given by the Client in connection with the services.
5. **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

1. **Governing Law and Jurisdiction**

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

1. **Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

1. **Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

1. **Customer Services**
   1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.
   2. If you are unhappy with any aspect of our service, please contact Joanne Holland/ Lorraine Reynolds. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.
2. **Changes to Terms and Conditions of Business**

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

SIGNED:

…………………………………………………….

[Director

For and on behalf of the Company]

SIGNED:

…………………………………………………….

*(name of Customer)*