



UNTAPPED INNOVATION CONSULTING LLP TERMS AND CONDITIONS OF SERVICE

In these terms and conditions (except where the context otherwise requires) the following words shall have the following meanings:

“the Client”	the person, firm or Service Provider who contracts with the Service Provider in this Agreement
“the Service Provider”	Untapped Innovation Consulting LLP
“Project”	the Project specified in the Proposal including any extension or variation which is agreed in writing with the Service Provider
“Project Team”	the Partners and employees of the Service Provider and its contractors (if any) working on the Project
“the Proposal”	the proposal document prepared by the Service Provider prescribing its proposed Services in detail
“Quotation”	the fees quoted for the Project, as set out in the Proposal
“Services”	Services to be provided by the Service Provider as set out in the Proposal
“Terms”	these terms and conditions

1. General

- 1.1 The preparation of the Proposal and the performance of the Project by the Service Provider are subject to the Terms laid out below. The Client acknowledges that it has received a copy of the Terms together with the Proposal. Acceptance by the Client of the Proposal is deemed to include acceptance of the Terms in their entirety unless otherwise specified in advance and agreed in writing by the Service Provider.
- 1.2 No variation of the contract between the Client and the Service Provider shall be effective unless and until confirmed in writing by the Service Provider.
- 1.3 If during the development of the Proposal or the Project, the Client becomes aware or has reasonable cause to suspect there is any omission or inaccuracy in any assumption made by the Service Provider it shall inform the Service Provider forthwith, in writing. It is the responsibility of the Client to check assumptions made by the Service Provider, and if attention is not drawn to any omission or inaccuracy in the assumption, that assumption shall be deemed to apply for the purpose of the Project
- 1.4 While the Service Provider will endeavour to use the project team specified in the proposal it retains the right to use other persons as it considers appropriate, including sub-contractors

2 Fees

- 2.1 Any Quotation is valid for two months from the date of submission to the Client, after which time the Service Provider reserves the right to withdraw or revise the Quotation.
- 2.2 The fees quoted are for the Services as set out in the Proposal. The Service Provider reserves the right to levy additional fees:
 - 2.2.1 If the assumptions by the Service Provider detailed in the Proposal as having been used to produce the costing are found to have material omissions or inaccuracies.
 - 2.2.2 If the information provided by the Client is found to be misleading or inaccurate.



- 2.2.3 If the Client requests changes to the Project or its scale, which result in higher costs being incurred.
- 2.2.4 If failure or delay by the Client, in fulfilling its obligations, imposes additional costs on the Service Provider.
- 2.2.5 For Projects involving currencies other than sterling, where Quotations are subject to exchange rate movements between Quotation and delivery.

- 2.3 Should it be necessary to levy additional fees, the Service Provider shall advise the Client as soon as is reasonably practical and give the Client the option to revise or terminate the Project, by notice in writing, within 7 days, should it wish to do so.
- 2.4 In the event of a cancellation or postponement of the Project once commissioned, a charge will be made by the Service Provider to cover fees on all work undertaken and the cost of all binding commitments entered into prior to the receipt of written notification.
- 2.5 In the event that the performance of the Project is rendered impossible or has to be deferred due to force majeure, the Service Provider will endeavour to consult the Client as to whether the Project should be cancelled, postponed, or modified; but the Service Provider reserves the right to take the final decision as to how to act in these circumstances. If cancelled, the Service Provider shall be entitled to be paid all fees and costs already incurred or committed; if postponed or modified, the Service Provider shall be entitled to revise the Quotation in which event the Client shall have seven days in which to accept or reject such revised Quotation; in the event of the Client rejecting such revised Quotation, the Service Provider shall be entitled to terminate the Project by notice in writing.
- 2.6 Unless otherwise specified, fees are exclusive of VAT and, where appropriate, will be subject to the addition of VAT at the prevailing rate
- 2.7 Unless otherwise agreed, fees will be invoiced as to 60% on acceptance of the Proposal and 40% on submission of the final reporting documentation. The Service Provider reserves the right not to commence work on the Project until written acceptance of the Proposal or a purchase order for the work is received from the Client, and the initial instalment of the costs is received. The Service Provider also reserves the right not to deliver data, findings or reporting documents until at least 60% of the Project fees have been received.
- 2.8 All invoices are due for payment in full within 30 days of the invoice date. The Service Provider reserves the right to charge interest at 5% per annum above the prevailing HSBC Bank Base Rate on all overdue amounts. Interest will be calculated on a daily basis until payment and will be added to the outstanding amount without further notice or warning.

3 Confidentiality

- 3.1 The parties have imparted and may from time to time impart to each other certain confidential information relating to the Proposal or Project.
- 3.2 Each party agrees that it shall use such confidential information solely for the purposes of this agreement and that it shall not disclose directly or indirectly to any third party such information.
- 3.3 Unless given written permission to the contrary, the identity of the Client, the results of the Project, or any information obtained in confidence regarding the business of the Client shall, except as referred to below, remain confidential to the Service Provider, its employees and any sub-contractors of the Service Provider.
- 3.4 The Service Provider shall not disclose the identity of any respondent contacted during any research to any third party, including the Client, and shall not attribute any information collected to any particular individual or Service Provider unless given express permission to do so by the individual or Service Provider concerned, and in any event subject to the provisions of the Data Protection Act 1998.



- 3.5 Reports and other records provided by the Service Provider are normally for use within the Client's Organisation or those of its consultants, and only on the Client's business. If wider circulation of results is intended, the Service Provider's name may not be quoted in connection with the study until the exact form of any communication has been agreed by the Service Provider. The Client undertakes to inform the Service Provider of any intended wider publication prior to release and to offer identification of the Service Provider as the supplier of the work to be published.
- 3.6 The Service Provider may seek and the Client shall not unreasonably withhold permission to publicise the broad nature of the assignment and the Service Provider's involvement, always providing that the Client's identity and the nature and detail of Project findings are kept confidential.
- 3.7 The Client hereby agrees that the transfer and processing of data will be carried out in accordance with the relevant provisions of the 1998 Data Protection Act, notably that:
 - 3.7.1 Attributed information gained from any market research (including via audio/video tapes) will be used for research purposes only, and that any information relating to dissatisfaction with the Client will be used solely to deal with the specific issue raised.

4. Rights of Ownership

- 4.1 Copyright in the Proposals remain the property of the Service Provider.
- 4.2 All other written and electronic records of a Project, including any research questionnaires and working papers remain the property of the Service Provider, who has the right to destroy these documents after a period of two years from the Project's completion without reference to the Client.
- 4.3 Upon payment of all fees and expenses due in respect of the Project, the Project results and all information and reporting provided to the Client by the Service Provider, shall become the property of the Client.

5. Liability

- 5.1 The Client shall indemnify the Service Provider against all claims, proceedings and liabilities (whether civil or criminal) of any kind whatsoever which may arise in consequence of the use, demonstration or consumption by any person of any goods or services supplied by the Client (or the Client's servants or agents) for the purposes of the Project, and against all legal costs, fees and expenses incurred by the Service Provider in relation to any such claims, proceedings or liabilities.
- 5.2 Any results, prognoses, conclusions, recommendations and advice contained in any report or presentation are the result of careful analysis of the data. However, such qualitative data is based on small sample tests obtained by the Service Provider and the Client acknowledges that such samples merely provide an indication, not a guarantee of the Service Provider's findings. Accordingly, such reports and presentations are subject to the usual "statistical norms and variables" applied to research of this nature.
- 5.3 In translating survey results from the controlled test environment to the real market place it is possible that some of the assumptions on which the report is based will not remain constant. Any subsequent change in market conditions, or to the test product/service itself, could impact the initial performance predictions including possible invalidation of the results. Further, as the results are just one factor to be taken into account by the Client, the Client accepts that the Service Provider cannot be liable for the consequences of any action based on the report or its interpretation.
- 5.4 The Service Provider's total liability in contract, tort, including negligence and breach of statutory duty, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the amount of the fees paid by the Client to the Service Provider in respect of the Project.



- 5.5 The Service Provider shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs or expenses which arise out of or in connection with the Project.
- 5.6 The Service Provider cannot be held liable for any loss or damage resulting from adjustment to timings stated within the Quotation in carrying out the Services.
- 5.7 The Service Provider shall owe no duty of care in respect of the Project or the results of the Project to any party other than the Client. The Client shall not be entitled to assign the benefit of the Project or its results or the advice given by the Service Provider.

6. Force Majeure

In these terms, “force majeure” shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions, or accident beyond the reasonable control of either party so prevented including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of machinery, fire, flood, storm or default of suppliers or subcontractors.

7. Jurisdiction and Applicable Law

The Client agrees to submit to the exclusive jurisdiction of the English Courts in relation to any matter relating to or arising out of these Terms and the application and interpretation of these Terms shall be governed by English Law.