



TERMS OF BUSINESS

1. In the terms and conditions the following expressions shall have the following meanings:

`The Company' shall mean Impact Health Research Limited or any associated subsidiary or holding company.

`The Client' shall mean the person, firm or company with whom the Company has contracted to provide the services

`Services' shall mean the gathering of data and preparation of information, reports and other documents requested of the Company by the Client
2. The Contract for the provision of Services is made between the Client and the Company.
3. These Terms of Business take effect from 14th October 2016 and supersede any previous terms of business issued by Impact Health Research Ltd.
4. These terms and conditions shall be deemed to be incorporated into the Contract together with other matters as are contained or referred to in the Company's quotation accepted by the Client. Such terms and conditions shall bind the Client and the Company unless varied by an agreement in writing signed by both parties.

The Company's quotation shall be exclusive of value added tax and shall remain valid for three months from the date of issue. After such time The Company reserves the right to amend the quotation and any associated costs.
5. In the absence of written acceptance, the Company's quotation shall be deemed to have been accepted by the Client's agreement (whether oral or in writing) to the contents of the Company's questionnaire and to the questionnaire being delivered to interviewers prior to fieldwork commencing.
6. Unless otherwise agreed in writing, payment for the Services shall be made by the Client as to **75%** of the total amount of the Company's quotation plus VAT upon acceptance by the Client. The remaining **25%** thereof plus VAT on delivery of the report to the Client.

Where a survey is to be carried out in separate stages with interim reports, payment for each stage shall be completed on delivery of each interim report as agreed with The Client.
7. The Company shall provide copies of the proposal, final contract, questionnaire(s), fieldwork materials, analysis inputs and reports as standard, sent electronically by email upon project completion.

Hard copies will be made available to the Client upon agreement and payment of associated costs.

Personal data provided to The Company or collected as part of the project will be deleted 3 months after project closure. Primary data records will be retained by The Company for 12 months after project closure. All other project materials such as anonymized data files, reports and questionnaires will be retained for 2 years after project closure. After these elapsed time periods we reserve the right to delete project materials without further notice.
8. If at any time after acceptance of the quotation the Client wishes to alter any of the terms of the Contract the Company reserves the right to make such additional charge as the Company in its sole discretion deems reasonable.
9. If at any time after acceptance of the quotation the Client cancels the Contract through termination of Services for any reason, the Company reserves the right to charge the Client any committed costs associated with the project, including, but not limited to, notice periods of contracted staff and associated fieldwork costs.
10. All invoices raised by the Company shall be paid within 28 days of the date of issue and in the event that payment is not received by such date the Company may charge interest at the rate of 1% over the Bank of England base rate.
11. The Company shall carry out the Services in accordance with the Standard Code of Conduct adopted by the Market Research Society, the Association of Market Survey Organisations, ISO 20252, the ICC/ESOMAR International Code of Marketing and Social Research Practice, BHBI and EphMRA. Such codes are deemed to be incorporated within these terms and conditions copies of which will be made available to the Client on request.

All documents, questionnaires, removable storage devices or other items upon which data is recorded remains the property of the Company. Copies of such material in an anonymous form can be made available to Clients on request. If a respondent so wishes, a record will be destroyed or deleted upon request so as not to infringe on their anonymity.

12. The Client shall provide all necessary information, products and other material to enable the research to be carried out immediately upon acceptance of the quotation and shall answer all queries or requests for instructions or information which may arise during the course of the Contract promptly so as to prevent any delay or cancellation of fieldwork. In the event that such cancellation or delay should occur as a result of the inability to obtain relevant information from the Client, the Company reserves the right to charge such additional sums and/or extend project timings at the sole discretion of the Company as it deems reasonable.
13. The copyright in all reports and preliminary work shall remain vested in the Company. All work undertaken by the Company for the Client shall be carried out exclusively for the Client to be used in connection with its business and shall not be disclosed to any third party without the prior written consent of the Company nor shall the Company's name be used by the Client or any third party in connection with any services provided by the Company without its prior written approval.
14. Services, such as fieldwork, may be sub-contracted to such other companies and firms as the Company shall decide. All such sub-contractors shall carry out the services in conformity with the standards required by the Market Research Society and follow all relevant legislation, such as the Data Protection Act 1998.
15.
 - (1) The Company and Client shall indemnify the other of them and keep the other fully and effectually indemnified against any loss of or damage to any property injury to or death of any person caused by any negligent act or omission or willful misconduct of it, its employees, agents or sub-contractors.
 - (2) Except in respect of injury to or death of any person as provided in subclause (1) above the aggregate liability of the Company to the Client and third parties for loss or damages for breach of contract or for misrepresentation or otherwise in respect of the Services shall in no circumstances exceed the amount received by it from the Client in consideration of the Services.
 - (3) Notwithstanding anything else contained in these terms and conditions the Company shall not be liable to the Client for loss of profits or contracts or any other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.
 - (4) The Company shall not be liable to the Client or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation

to the services, if the delay or failure was due to force majeure or any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- (a) Act of God, explosion, flood, tempest, fire or accident
 - (b) War or threat of war, sabotage, insurrection, civil disturbance of requisition
 - (c) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority
 - (d) Import or export regulations restrictions or embargoes
 - (e) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or the third party)
 - (f) Power failure or breakdown in machinery
- (5) 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 claim damages costs and expenses or otherwise) as a result of any material services information or representations supplied or given by the Client in connection with the Services
 - (6) The Client acknowledges that it is in a better position to foresee and evaluate any loss it might suffer in connection with the Services and that it is able to insure against such loss to such extent as will be sufficient having regard to the particular circumstances of the Client and the provisions of this Clause
 - (7) The Client expressly acknowledges that the provisions of this Clause satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and that it shall be stopped from claiming the contrary at any future date in the event of any dispute concerning the Company's liability hereunder
 - (8) The provisions of this Clause shall remain in full force and effect notwithstanding termination of the Contract for whatever reason
16.
 - (1) Where Services are provided abroad and through currency fluctuations the cost to the Company exceeds the cost reflected in the quotation, the Company shall be entitled to make an extra charge to cover the difference
 - (2) If the Client requests the Company to appoint a sub-contractor abroad the Company shall not be liable for the Services provided by the sub-contractor.

17. The Contract and these terms and conditions shall be governed by and construed in accordance with English law and both parties agree to submit to

the jurisdiction of English Courts.