

### **Cam Market Research Recruitment Limited Terms of Business:**

1. Unless otherwise agreed in advance payment is due as follows:  
100% on completion of fieldwork  
For projects of up to £7000, 50% on commissioning.
2. Invoices must be paid in full within **15 days** of issue.
3. We may charge late payment interest on any amounts owed by you after the invoice due date at the rate permitted by the laws of England & Wales.
4. Invoices are payable in the currency of the invoice. Any shortfall in the settlement arising from payment in another currency will be deemed payable by the Client.

### **General Terms of Business:**

1. Cam Market Research Recruitment Limited (CMRR) shall provide to the Client (Client) the services as set out in the quotation or cost estimate in accordance with good industry practice and all reasonable care and skill.
2. Any quotation or cost estimate is valid for 30 days from the date of quotation. CMRR reserves the right to revise costs after this date.
3. Providing a quotation or cost estimate does not constitute an agreement that CMRR will undertake the project.
4. The fees stated are for the services as set out in the quotation. CMRR reserves the right to revise costs or make additional charges in the event of any changes to the Client's request (e.g. changes to timing, delays in agreed schedule, changes to methodology, restrictions to recruitment criteria, changes during the course of the project). Unless otherwise specified, the fees quoted are exclusive of all applicable taxes which will be charged at the rate prevailing at the time of invoice.
5. All changes to the original project specification must be made in writing and agreed by both parties in writing. Changes made to material after Client has deemed final or approved are subject to further charges.
6. In the event of a project being cancelled after it has been awarded there will be a one off cancellation charge not less than £500 to cover administration costs. In addition to this any costs incurred or committed to by CMRR will be passed on to the Client. These costs may include (but will not be limited to) recruitment, scripting, translation, moderation, venue hire, interpretation, subcontractors cancellation charges etc.
7. The timelines quoted are estimates only and neither party shall be held liable to the other for delays or failure to perform its obligations by factors outside of its control.

8. CMRR is bound by the UK Data Protection Act and the MRS guidelines produced in relation to this act. The Client also agrees to abide by these guidelines.
9. CMRR will retain electronic and paper copies of any completed materials for a minimum of 12 months after the completion of fieldwork.
10. Client shall indemnify and hold CMRR harmless against all costs and liabilities, including third party claims, in providing the services agreed except to the extent caused by CMRRs' own negligence.
11. Client agrees and acknowledges that CMRR shall not be liable to the Client or in turn their Clients, in contract tort or otherwise, for the content of the respondents' information, statements or expressions of opinion gathered, collated and/or otherwise processed by CMRR pursuant to its performance of the Services.
12. To the extent capable of exclusion under applicable law, neither party shall be liable to the other, howsoever arising, for any indirect, incidental, special, consequential, punitive, exemplary or other similar damages of the other party or for the other party's loss of profits, loss of revenues, loss of business opportunity, reputation or goodwill, whether foreseeable or conceivable, in connection with any agreement to which these terms relate. Neither party excludes or limits liability to the other party for death, personal injury or fraud.
13. Except as expressly stated herein and subject to applicable law, CMRR makes no warranty regarding the Services and disclaims any implied warranty, including any warranties of quality or fitness for a particular purpose even if CMRR has been made aware of such purpose. CMRR also makes no warranty that the Services will be uninterrupted or error free.
14. CMRR' maximum liability shall be limited to the total consideration received by CMRR for the Services to which such liability relates.
15. CMRR may subcontract any of its rights, responsibilities or obligations without the Client's prior agreement.
16. This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
17. All project estimates provided and any work undertaken by CMRR is subject to these terms of business notwithstanding the provision by Client of any other terms or conditions or the purported application of any other terms and conditions. In the case of any inconsistency or conflict with such other terms and conditions, these terms and conditions shall take precedence over such other terms and conditions except to the extent CMRR and Client enter into an agreement in writing signed by both parties containing such inconsistent or conflicting terms.