

Terms and Conditions

Direct Data Analysis Ltd



September 2012

Direct Data Analysis – Terms and Conditions

1. Contract

1.1 *These terms, together with the written proposal or specification, shall constitute the entire contract between Direct Data Analysis Ltd and the Client.*

1.2 *Any alteration to these terms or the Proposal must be agreed by Direct Data Analysis Ltd in writing.*

2. Proposals

2.1 *All Proposals will remain open for two calendar months from the date of issue.*

3. Price of Services

3.1 *The price of the Services shall be the price stated in the Proposal or that subsequently given in writing.*

3.2 *Direct Data Analysis Ltd reserves the right, by giving notice to the client at any time before delivery of the Services to increase the price of the Services to reflect any increase in cost to Direct Data Analysis Ltd which is due to any factor beyond the control of Direct Data Analysis Ltd (such as, without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs, changes in employment legislation or tax regulations), or to any change in delivery dates, quantities or specifications for the services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give Direct Data Analysis Ltd adequate information or instructions.*

3.3 *The price for the Services is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay Direct Data Analysis Ltd.*

4. Terms of Payment

Unless otherwise agreed in writing: The Client shall pay all sums due under the Contract in full without any discount, deduction, set off or abatement on any grounds within 30 days of the date of Direct Data Analysis Ltd's invoice.

Sums outstanding after 30 days of the invoice date will be liable to an interest charge of 2% per month.

5. Cancellation

5.1 *If the Client cancels the Contract at any time after Direct Data Analysis Ltd has been commissioned, the Client shall be liable to pay Direct Data Analysis Ltd all costs incurred whether actual or committed in connection with the Contract.*

6. Delay

Direct Data Analysis Ltd will endeavour to complete any project in accordance with the estimated timings set out in the Proposal, but the Client agrees that Direct Data Analysis Ltd shall not be liable for any damage, loss or expense whatsoever arising out of any failure by the Client to provide information or materials when requested or from any delay caused by factors outside the direct control of Direct Data Analysis Ltd (such as, without limitation, postal or other communication delays, industrial disputes, loss of electricity or telecommunications (including Broadband), fire or accident or natural catastrophe).

7. Accuracy

7.1 Direct Data Analysis Ltd shall endeavour to ensure the accuracy of the results. The Client hereby acknowledges that the information contained in the Services is derived in accordance with accepted market research practice and as such may be liable to statistical error. Direct Data Analysis Ltd does not accept responsibility for any loss, damage or expense whatsoever arising from the use of or reliance upon research results and survey findings and analysis.

8. Materials and Data Supplied

8.1 Where products, samples or materials of the Client are supplied to Direct Data Analysis Ltd for use in connection with the services to be provided by Direct Data Analysis Ltd, the Client agrees that the Client shall be solely liable for any damage, loss, expense, injury or inconvenience caused by such products, samples or materials whether to Direct Data Analysis Ltd or any third party. Direct Data Analysis Ltd shall not be liable in any circumstances for the loss or damage to any such products, samples or materials.

9. Copyright

9.1 The copyright of the Proposal belongs to Direct Data Analysis Ltd. The Client agrees not to disclose the Proposal to any third party.

If Direct Data Analysis Ltd gives such consent then the Client must acknowledge the Company as the source of the information.

10 Client Material and Direct Data Analysis Material

10.1 The Client shall at its own expense supply Direct Data Analysis Ltd with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Services, within sufficient time to enable Direct Data Analysis Ltd to provide the Specified Services in accordance with the Contract. The Client shall ensure the accuracy and completeness of all Client Material.

10.2 The Client shall at its own expense retain duplicate copies of all Client Material and insure against its accidental loss or damage. Direct Data Analysis Ltd shall have no liability for any such loss

or damage, however caused. All Direct Data Analysis Ltd Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

10.3 The property and any copyright or other intellectual property rights in:

10.3.1 any Client Material shall belong to the Client

10.3.2 any Direct Data Analysis Ltd Material shall, subject to payment by the Client of the Fees (and so far as Direct Data Analysis Ltd is able) vest in the Client

10.4 Any Client Material or other information provided by the Client which is so designated by the Client and any Direct Data Analysis Ltd Material shall be kept confidential by Direct Data Analysis Ltd, and all Direct Data Analysis Ltd Material or other information provided by Direct Data Analysis Ltd which is so designated by Direct Data Analysis Ltd shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

10.5 The Client warrants that any Client Material and its use by Direct Data Analysis Ltd for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify Direct Data Analysis Ltd against any loss, damages, costs, expenses or other claims arising from any such infringement or alleged infringement.

10.6 Each of Direct Data Analysis Ltd and the Client undertakes to the other to keep confidential all information concerning the business and affairs as a result of the provision of the Specific Services and shall not use or disclose the same save for the purpose of the provision of the Specified Services. The provisions of this Condition shall not apply to any information which, is in the public domain or is already in the other's possession other than as a result of a breach of this Condition.

10.7 In accordance with the Copyright, Designs and Patents Act 1988 section 72 and 78 Direct Data Analysis Ltd asserts to the Client and the Client's assigns licencees and successors in title its moral right to be identified as the author of the Direct Data Analysis Ltd Material and the Client shall procure that the front page of each part of the Direct Data Analysis Ltd Material (or any extract) shall bear the following notice:-

"The right of Direct Data Analysis Ltd to be identified as the author of this work has been asserted in accordance with the Copyright, Designs and Patents Act 1988 sections 77 and 78".

11 Appointment of a Sub-Processor

11.1. If at any time during the term of these Terms and Conditions Direct Data Analysis Ltd wishes to appoint a sub-processor, the Participant hereby gives to Direct Data Analysis Ltd delegated authority to act as its agent in the appointment of such sub-processor provided:

11.1.1. the sub-processor contract is on the terms which are substantially similar to the ones set out in these Terms and Conditions; and

11.1.2. *the sub-processor contract terminates automatically on termination of these Terms and Conditions for whatever reason.*

Definitions:

'Services' – Any product, data, report, advice or any other documentation provided by Direct Data Analysis Ltd.