

Terms of Business (Version 1.5)

1. know research is a trading name of Stuart Green Research Limited, a company registered in England & Wales (registered number 7971943) with registered office at Birch Lodge, 31 Old Derby Road, Ashbourne, Derbyshire DE6 1BN. VAT Registration No. GB 139 4329 00.
2. 'Project' is any service or work conducted by know research. 'The Client' is the person or organisation buying or seeking to buy the Project from know research.
3. These Terms of Business supersede any previous terms and conditions issued by know research.
4. Acceptance by The Client of the Company's proposal is deemed to include acceptance of these Terms of Business. These terms and conditions shall take precedence over any conflicting terms and conditions issued by The Client unless otherwise agreed in writing.
5. know research abides by the Code of Conduct of the MRS. Copies of this code are available upon request.
6. Research specifications provided by The Client shall remain confidential to The Client. Similarly, proposals provided by know research remain the property of know research and their contents shall not be revealed to any third party nor used by The Client.
7. know research shall have the right to make general references to the work undertaken for up to two years after the completion of the most recent Project but shall not include therein any detailed results of the work without the consent of The Client, which consent shall not unreasonably be withheld.
8. Reports and other records provided by know research are normally for use within The Client's organisation. The Client undertakes to inform know research of any intended wider circulation prior to release and to offer identification of know research as the supplier of the work.
9. Quotations are valid for 60 days from date of issue. However, know research reserves the right to withdraw its offer to conduct the Project at any time before the Project is commissioned.
10. Unless otherwise specified, 50% of the total Project fee will be invoiced upon commissioning. A further 30% will be invoiced on commencement of fieldwork and 20% on completion of the Project. Payments are due within 30 days of invoice date unless otherwise agreed in advance. Invoices unpaid on expiry of the agreed period will incur interest at 2% over bank base rate on a monthly basis until payment is received. Any goods or services supplied to The Client shall remain the property of know research until paid for in full.
11. If, at any time, The Client requests or agrees that any aspect of the Project be changed, know research reserves the right to re-quote. If The Client is responsible, directly or indirectly, for any rearrangement, curtailment or cancellation, The Client shall be liable for all costs incurred. If delays occur in The Client supplying any information or materials, then know research will not be responsible for the overall extended duration of the Project or any additional costs which may become chargeable.
12. In cases where products, samples or other materials are supplied by The Client, The Client warrants that all contents, packaging and labelling comply with United Kingdom laws and shall indemnify know research from any loss or claim on know research resulting from their use in the Project, it

being accepted that know research has no responsibility at all in this regard. If required by know research, The Client shall produce evidence of sufficient product liability or other indemnity insurance as determined by know research.

13. know research reserves the right to charge for additional unforeseen costs incurred as a result of statutory amendments to rates of pay, taxes and duties or other circumstances outside the control of know research. If such increase exceeds 10% of the total Project cost, The Client shall be entitled to cancel the Project within 7 days of receipt but shall be liable for all losses or charges already committed or incurred.
14. In the event that the performances of the Project is rendered impossible or has to be deferred because of circumstances beyond the control of know research, know research (while having the right to act unilaterally) will endeavour to consult The Client as to whether the Project shall be cancelled, postponed or modified. If cancelled, know research shall be entitled to be paid all fees or charges already committed or incurred. If postponed or modified, know research shall be entitled to revise the quotation in which event The Client shall have 7 days in which to accept or reject such revised quotation.
15. Any quoted dates or timescales are estimates only and time shall not be of the essence of the contract between The Client and know research. Completion of the Project by a specific date shall not be a condition of the contract, and The Client shall not be entitled to withhold any or all of the fees for the Project because of any failure of know research to complete the Project by any date. know research shall not be liable for any loss or damage, direct or consequential, resulting from any delay in completing the Project.
16. Sample sizes quoted are estimates only and a variation of up to 5% shall be considered acceptable. No reduction in fees for a smaller sample shall be imposed for variations of up to 5% in sample sizes achieved. No increase in fees for a larger sample shall be imposed.
17. From time to time Sam Blakeman conducts work on behalf of know research on a sub-contracted basis. know research agrees to notify The Client in advance if it intends to sub-contract any part of the Project to any sub-contractor other than Sam Blakeman. Any sub-contracted work will be subject to appropriate quality control procedures. Where it is stated that named individuals or sub-contractors will be involved in a Project, such statements are made in good faith but know research reserves the right to substitute other individuals or sub-contractors when this is considered necessary or appropriate by know research.
18. The results contained in any report will be the result of careful analysis of the data and will be subject to thorough checks by know research. They will be, to the best of know research's knowledge, accurate but are subject to the usual statistical variances applicable in this type of Project. Further, as the results are just one factor to be taken into account by The Client, The Client accepts that know research cannot be held liable for the consequences of any action based on the report or its interpretation.
19. In the event of any negligence by know research which materially invalidates its research findings and/or any interpretation, the liability of know research shall be limited to two times the total Project cost.
20. The Contract shall be governed exclusively by English law.
21. These terms and conditions (Version 1.5) are valid from 15th July 2013 until superseded.