



# OUR TERMS AND CONDITIONS

## Working with ORS

We want to make it as easy as possible for you to do business with us.



We have developed these standard Terms and Conditions to make it clear what you should expect when we deliver services to you; and provide you with safeguards too.



### When undertaking a project, we will .....

- Expect you to accept in writing (an email will do) our proposal or quotation before work commences. By doing this you will also be accepting these Terms;
- Hold open our quotation for 90 days. Of course, if you change the project specification, we reserve the right to revise our quote;
- Provide our quotations/prices excluding VAT (unless specified otherwise);
- Ask you to agree the Project Initiation Document (PID) within 5 working days of issue. If you do not respond within 10 working days, we will assume you have agreed with the PID and will continue working on the project;
- Expect you to comment on any draft documents – such as questionnaires or reports – within 5 working days of issue (unless otherwise agreed);
- Assume you accept findings unless we hear from you within 10 working days;
- Ask you to formally write to us (an email is fine too) if you need to cancel a project; and we will confirm any implications within 2 working days;
- Agree with you - if a job is cancelled, reduced in scale or stopped - a final payment sum. This may be the full contract amount or may be reduced to reflect costs incurred – depending upon circumstances;
- Expect you to pay all invoices within 30 days unless otherwise agreed with us;
- Consider suspending or cancelling projects if invoices are not settled on time;
- If this happens, we will consider claiming interest and/or compensation for debt recovery costs. (We will of course comply with late payment legislation and interest will be set in line with the Bank of England base rate plus 3%);
- Ask you to let us know if you intend to publish our reports; and ask you not to quote ORS directly, without getting written approval first;
- Hold the copyright of all original research, proposals, questionnaires, reports, online content, software developed and other project documentation unless otherwise agreed with you.



## In return we will.....



- Provide you with a service to be proud of - one which is professional, impartial, creative, innovative, trustworthy, courteous and timely;
- Comply with the rules of the Market Research Society;
- Assign you a project manager, providing a single named point of contact;
- Keep you regularly informed of progress and reply to email and telephone enquiries usually within one business day;
- Confirm a delivery timetable – as part of project set-up;
- Provide you fair prices for the work to be delivered;
- Be flexible and responsive to your requirements as far as financial and time constraints allow;
- Normally invoice you 50% of the project fee on commissioning and the remainder on completion. We will be happy to discuss alternative invoice phasing depending upon the project type;
- Ensure we maintain your organisations’ reputation when dealing with residents, customers and stakeholders;
- Keep your data safe- in particular, abiding by data protection legislation and GDPR requirements;
- Retain your data for 12 months – unless otherwise agreed with you;
- Confirm you as data owner - unless we explicitly make a request otherwise;
- Ask permanent staff to sign a confidentiality agreement when they join ORS;
- Have up to date insurance to enable us to undertake your project and provide you with the necessary protection;
- Endeavour to deliver your project on time. If “extraordinary events” or circumstances beyond our control prevent ORS fulfilling contractual obligations, we will seek to minimise the impact. In the “worst case” we may need to fall back on “Force Majeure” and agree a reasonable extension time;
- Follow all current Health and Safety, and Equal Opportunities, legislation;
- Any disputes or differences that may occur during project delivery or afterwards will be referred to a single arbitrator agreed by both organisations (in accordance with the Arbitration Act 1996 or any subsequent modification);
- Our agreement with you shall be governed by the laws of England and Wales and both ORS and you, as our client, agree to the jurisdiction of the Courts of England and Wales (or as appropriate other relevant jurisdictions);
- Seek to build a long-term relationship of trust with you – so that you will wish to work with ORS again.