Terms & Conditions

zing insights

0. **BASIS OF AGREEMENT:** These terms and conditions apply from the point of project commissioning, i.e. when the client gives written acceptance and/or signs the service order. If there's a conflict between these Terms and Conditions and the proposal, the proposal shall prevail.

DEFINITION AND INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

"**Client**"	Means the company, organisation or individual to which the Proposal is addressed or to which the Company provides Services;
"**Company**"	Means Zing Insights Ltd (Company number 7655364) and/or any of its holding companies or subsidiaries from time to time (as appropriate);
"**Conditions**"	Means these terms and conditions;
"**Confidential Information**"	Means any and all communications and all information whether written, visual or oral and all other materials of a confidential nature supplied by one party to the other;
"**Contract**"	Means the agreement between the Company and the Client for the supply and purchase of Services incorporating these Conditions and the Service Order;
"Force Majeure"	Means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
"**Project**"	Means any project to which the Company is appointed to provide Services;
"**Proposal**"	Means the Company's proposal or letter of offer setting the Services to be provided;
"**Services**"	Means any services provided by the Company to the Client.
"Service Order"	Means the order for the Services from the Company placed by the Client the same form as in the Proposal;

1.2 In these Conditions the following rules of interpretation apply:

1.2.1 A reference to a singular item includes the plural and vice versa;

1.2.2 The expression 'person' includes any individual, firm, body corporate, unincorporated association, or partnership;

1.2.3 The headings to the clauses are for convenience only and do not affect the construction or interpretation of the Conditions;

1.2.4 References to a statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as amended, modified, extended, re-enacted or consolidated together with all statutory instruments made under that statute at any time; and

1.2.5 References to holding company and subsidiary mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006

2. **APPLICATION OF THESE CONDITIONS**

2.1 These Conditions apply to and form part of the Contract between the Company and the Client. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Company otherwise agrees in writing.

2.3 No variation of these Conditions or to a Service Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Company.

2.4 Each Service Order sent by the Client to the Company shall be an offer to purchase Services subject to these Conditions.

2.5 A Service Order may be withdrawn or amended by the Client at any time before acceptance by the Company. If the Company is unable to accept a Service Order, it shall notify the Client as soon as reasonably practicable.

2.6 The offer constituted by a Service Order shall remain in effect and be capable of being accepted by the Company for 30 Business Days from the date on which the Client submitted the Service Order, after which time it shall automatically lapse and be withdrawn.

2.7 The Company may accept or reject a Service Order at its discretion. A Service Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:

2.7.1 the Company's written acceptance of the Service Order; or

2.7.2 the Company performing the Services or notifying the Client that they are ready to be performed (as the case may be).

2.8 Rejection by the Company of a Service Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Client.

2.9 The Company may issue Proposals to the Client from time to time. Proposals are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Client.

2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. **THE COMPANY'S OBLIGATIONS AND RESPONSIBILITIES**

3.1 The Company warrants that, for a period of 60 Business Days from performance the Services shall:

3.1.1 conform in all material respects to their description in the Service Order and Proposal;

3.1.2 be free from material defects;

3.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13; and

3.1.4 in the case of media on which the results of the Services are supplied, be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.

3.2 The Company warrants that it shall, if applicable to the territory in which the Services are being performed, use reasonable endeavours to:

3.2.1 observe the Market Research Society's Code of Conduct and the relevant codes of practice relating to Market Research; and

3.2.2 comply with the ESOMAR International code.

3.2.3 The Company endeavours to operate in accordance with ISO 20252: 2019 (Market, opinion and social research, including insights and data analytics) standards where applicable.

3.3 The Client warrants to the Company that:

3.3.1 it has provided the Company with all relevant, full and accurate information as to the Client's business and needs;

3.3.2 it acknowledges and agrees that statements by the Company as to the results of the Services and all surveys, forecasts and recommendations made by the Company are made in good faith on the basis of information given by the Client and otherwise available at that time; and

3.3.3 it acknowledges and agrees that the results and accuracy of the Services depend on factors outside the control of the Company and such statements, forecasts and recommendations shall not be deemed in any way to be undertakings, warranties or contractual conditions.

3.4 The Company shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 3.1, provided that:

3.4.1 the Customer serves a written notice on the Company not later than 5 Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and

3.4.2 such notice specifies that some or all of the Services do not comply with clause 3.1and identifies in sufficient detail the nature and extent of the defects; and

3.4.3 the Customer gives the Company a reasonable opportunity to examine the claim of the defective Services.

3.5 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

3.6 Except as set out in this clause 3:

3.6.1 the Company gives no warranties and makes no representations in relation to the Services; and

3.6.2 shall have no liability for their failure to comply with the warranty in clause 3.1,

3.6.3 and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

3.7 The Client shall be entitled to exercise its rights under clause 3 notwithstanding that the Services were not rejected following any initial inspection.

3.8 The Services shall be deemed performed on completion of the performance of the Services as specified in the Service Order.

4. **THE CLIENT'S OBLIGATIONS AND RESPONSIBILITIES**

4.1 The Client undertakes to:

4.1.1 On request, provide the Company with complete, accurate and timely information relating to the Services and to carry out any obligations set out in the Proposal or reasonably requested by the Company from time to time pursuant to performance of the Services;

4.1.2 Provide for the Company and its employees access to the Client's premises (or any third party's premises) to enable the Company to perform the Services and ensure that such premises offer suitable protection for health and safety purposes and are in compliance with all applicable laws;

4.1.3 Co-operate with the Company in all matters relating to the Services.

4.2 The Client agrees that any commercial decisions it makes are not within the scope of the Company's duty of care and, in taking such decisions, it must take into account the restrictions on the scope of the Services and other factors, commercial and otherwise, to which it and the Client's other advisers are, or should be, aware from sources other than the Company in performing the Services.

4.3 The Client agrees that it shall not (directly or indirectly, for the benefit of itself or any other person), during the term of the Contract and for a period of six months after its expiry or termination for any reason, solicit or hire as an employee or consultant any employee of the Company who is involved with a Project, delivering any Services or the performance of these Conditions.

5. **TIMETABLE AND DELAYS**

5.1 Time of performance of the Services is not of the essence The Company shall use reasonable endeavours to complete the Project on or before the completion date stipulated in the Service Order.

5.2 The Company shall not be liable for any delay in or failure of performance caused by:

5.2.1 the Client's failure to: (i) make available any agreed location for the performance of the Services, (ii) prepare the location as required for performance of the Services or (iii) provide the Company with adequate instructions for performance or otherwise relating to the Services;

5.2.2 Force Majeure.

5.3 The Company may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Client to cancel any other instalment.

5.4 If the Company is prevented from or delayed in completing any instalment or phase of the Project as a result of the Client's failure to comply with its obligations under these Conditions or a Proposal, the Company shall be entitled to:

5.4.1 An extension of time in completing the Project at least equal to the period of such delay caused by the Client (such period to determined by the Company acting reasonably);

5.4.2 Increase the fees to take account of the period of delay caused by the Client (such increase to be determined by the Company acting reasonably).

6. **FEES AND EXPENSES**

6.1 The fees payable by the Client shall be as detailed in the Proposal/Service Order.

6.2 Travel expenses, accommodation expenses and general project expenses will be charged at cost to the Client on completion of the Project and/or Services, unless already encompassed within project fees as set-out in the proposal and/or service agreement.

6.3 Expenses incurred by the Company in relation to the viewing of facilities, cash incentives, recruitment lists and other data obtained from third parties or any significant specific request or requirement by the Client will be charged for at cost plus a percentage overhead which will be determined from time to time by the Company.

6.4 All fees and expenses will be subject to VAT and any other applicable taxes at the time of invoicing.

6.5 The Company may, at anytime, increase the fees to take account of:

6.5.1 Any changes in the Retail Price Index; or

6.5.2 Any exchange rate fluctuations; or

6.5.3 A change in the scope of the Services requested by the Client and/or required as a result of the Client's actions.

7. **TERMS OF PAYMENT**

7.1 The Company shall invoice the Client in accordance with the Proposal.

7.2 All invoices will be in GBP sterling, unless agreed otherwise by the Company.

7.3 If no invoicing procedures are set out in the Proposal:

7.3.1 In relation to Projects with a term of 12 weeks or less, the Company shall invoice the Client for 50% of the fees upon commencement of the Project and 50% upon completion of the Project fieldwork; and

7.3.2 In relation to Projects with a term of 12 weeks or more, the Company shall invoice the Client for the fees either quarterly or monthly to be determined by the Company at its sole discretion.

7.4 Payment is due in full without deduction or set-off, in cleared funds to the Company within 14 days following the receipt by the Client of an invoice.

7.5 Time of payment is of the essence. If the Client fails to pay any amount properly due and payable by it under these Conditions, the Company shall be entitled without prejudice to any other remedy it may have to:

7.5.1 charge the Client interest and other sums due under the Late Payment of Commercial Debts (interest) Act 1998 on the overdue amount from the due date up to the date of actual payment, after as well as before judgement.. Such interest will be calculated for a full year by multiplying the amount owed by the total rate of interest. The daily rate shall then be calculated by dividing the annual interest by 365. The interest due will be the daily rate multiplied by the number of late days; and

7.5.2 suspend performance of the Services.

7.6 The Company may at any time, without notice to the Client, set off any liability of the Client to the Company against any liability of the Company to the Client, whether any such liability is present or future, liquidated or unliquidated, under a contract formed pursuant to these Conditions or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it under these Conditions or otherwise.

7.7 Any dispute in relation to an invoice must be raised by the Client within 14 days of receipt, otherwise the invoice shall be deemed accepted.

8. **VARIATION TO A PROJECT OR SERVICES**

Should the Client request any alterations to the Project or the Services (including, without limitation, changes to project remit / length of questionnaire and additional quotas), the Company shall be entitled to raise invoices for the additional work and shall provide the Client with a new timetable for completion. Any additional costs will be based on the Company's timesheet records for the Project and will be charged for at the prevailing rate, plus any additional direct costs and expenses.

9. **TERM AND TERMINATION**

9.1 The term of each contract formed pursuant to these Conditions will be set out in the relevant Service Order.

9.2 Either party may terminate a Contract with a term of over 12 weeks by giving the other party 3 month's notice in writing.

9.3 Either party may terminate a Contract with a term of less than 12 weeks by giving the other party 3 week's notice in writing.

9.4 A Contract may be terminated with immediate effect by either party giving the other written notice at any time:

9.4.1 If the other party is in material breach of any of its obligations under these Conditions and fails to remedy that breach (if capable of remedy) within 30 Business Days after receiving written notice of the breach; or

9.4.2 If the other party is in breach of any of its obligations under these Conditions on more than three occasions during any six month period (even if that party has remedied those breaches on previous occasions); or

9.4.3 If any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party or if the other party cease or threatens to cease to carry on business.

9.5 The termination or expiry of the Contract (however caused) will not affect any rights and/or liabilities of either party which have accrued before termination or expiry, or any provision of that Contract which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.

9.6 In the event of termination by the Client pursuant to Conditions 9.2 or 9.3 or by the Company pursuant to Condition 9.4, the Company reserves the right to charge the Client all reasonable costs and expenses incurred up to the date of termination by the Company plus 10% of the value of the contract by way of an administration fee.

9.7 Where the Project is terminated after commencement, the Client shall pay for all work completed to date, all committed third-party costs, and a pro-rata share of project management time.

10. **EXCLUSION OF LIABILITY**

10.1 Nothing in this Condition 10 attempts to exclude or limit the liability of the Company for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation or any other liability or loss forbidden by English Law.

10.2 Save as set out in these Conditions, any and all other warranties whether oral or written, express or implied by statute, common law, trade custom and industry practice are excluded to the fullest extent possible by English law.

10.3 Under no circumstances whatever shall the Company be liable for:-

10.3.1 Losses special to the particular circumstances of the Client;

10.3.2 Indirect or consequential losses;

10.3.3 Business disruption or interruption costs;

10.3.4 Damage to goodwill or reputation;

10.3.5 Loss of profits or contribution;

10.3.6 Loss or corruption of data;

10.4 Each of the sub-conditions in Condition 10.3 are to be regarded as separate and severable clauses. If any sub-condition shall be or become void or unenforceable in whole or in part, the other provisions shall remain valid and enforceable.

10.5 Subject to Condition 10.1, the aggregate liability of the Company to the Client in connection with or arising from any Contract formed pursuant to these Conditions whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the amount of the fees payable to the Company by the Client in relation to that Contract.

10.6 Each party acknowledges that the allocation of risk under this clause is reflected in the fees charged under the Contract.

11. **COPYRIGHT**

The Company retains all ownership, copyright and other intellectual property rights in everything developed, designed or created by the Company either before or during the course of the Project and/or the provision of Services, including systems, methodologies, software, know-how and working papers save that, for the avoidance of doubt, any working papers created by the Client or by the Client in conjunction with the Company will be owned by the Client. The Company retains all ownership, copyright and other intellectual property rights in all reports, written advice or other materials provided by the Company to the Client save that the Company grants the Client a licence to use those materials for the purposes for which they were created.

The Client may not reproduce, distribute, publish, or use the Company's deliverables for any purpose other than internal business use without the Company's prior written consent.

12. **CONFIDENTIALITY AND DATA PROTECTION**

12.1 Each party shall at all times keep all Confidential Information supplied by the other party confidential and will not disclose any such information to any third party other than in the proper performance of its obligations under the Conditions. Each party agrees that this obligation shall continue in force without limit in point of time.

12.2 The restriction imposed by Condition 12.1 shall not apply to the disclosure of any Confidential Information:

12.2.1 To such extent as is necessary for the purposes contemplated by these Conditions and with the other party's prior consent; or

12.2.2 As is required by law; or

12.2.3 Where it is public knowledge at the date of disclosure or can be shown by the disclosing party to have been known prior to such disclosure, provided that such disclosure does not constitute a breach of these Conditions.

12.2.4 To subcontractors bound by confidentiality obligations.

12.2.5 For marketing case studies provided client consent is obtained.

12.3 Each party shall comply with its obligations under the UK GDPR and the Data Protection Act 2018 (together, "Data Protection Legislation"). Each party shall ensure that any personal data shared or processed in connection with this Contract is processed lawfully, fairly and transparently, and that appropriate technical and organisational measures are in place to protect such data.

13. **RETENTION OF RECORDS**

The Company will destroy all materials (including, without limitation, questionnaires, audio and visual files) relating to a Project or any Services one year from the date of the completion of a Project and/or the Services unless agreed otherwise in writing between the parties before the due date for destruction.

14. **PUBLICITY**

The Client agrees that (unless it provides notice stating otherwise to the Company) the Company shall be entitled to publicise its relationship with the Client to third parties (including, without limitation, other clients, the press and industry bodies) and on its website and that the Company shall be entitled to use the Client's trademarks or logos for these purposes only.

15. **INSURANCE**

Both parties shall take out and maintain during the term of any contract formed pursuant to these Conditions suitable insurance policies to cover their liabilities under these Conditions. Insurance limits shall not increase or extend the Company's liability under this Contract.

16. **RESOLUTION OF DISPUTES**

16.1 Either party may refer any dispute between the parties arising out of or relating to a contract formed pursuant to these Conditions to each party's respective contract managers for resolution by giving a notice in writing. The contract managers shall negotiate in good faith to resolve such disputes.

16.2 If any dispute cannot be resolved by the contract managers under Condition 16.1 within twenty-one (21) days after it has been referred to them, the dispute must be referred to suitable directors of the Company and the Client (with notice of such escalation being sent to the senior legal representatives of each party as notified to each party in writing from time to time) for resolution and such directors shall negotiate in good faith to resolve such disputes within twenty-one (21) days.

16.3 If any dispute cannot be resolved by the directors of the Company and the Client under Condition 16.2, the Company and the Client must consider whether or not it would be suitable to seek to resolve the matter by mediation with the assistance of a mediator appointed by them or in default of agreement by the Centre for Effective Dispute Resolution (CEDR).

16.4 Neither party may commence any court proceedings (except for seeking injunctive relief) in relation to any dispute sooner than twenty-one (21) days following the end of negotiations under Condition 16.2 or if the matter has been referred to mediation under Condition 16.3 within twenty-one (21) days of such mediation concluding.

17. **FORCE MAJEURE**

17.1 **Definition:** Neither party shall be in breach of this Contract, nor liable for any delay or failure to perform its obligations (except for payment obligations)if such delay or failure results from events, circumstances or causes beyond its reasonable control ("Force Majeure Event").

Force Majeure Events include, but are not limited to: acts of God, flood, fire, earthquake, epidemic or pandemic, war, terrorism, civil commotion, industrial disputes not involving the affected party's workforce, failure of utilities or transport networks, or the act or omission of any governmental or regulatory authority.

17.2 **Notification and Mitigation:** The affected party shall promptly notify the other in writing of the Force Majeure Event, its expected duration, and the steps being taken to mitigate its effects. The affected party shall use all reasonable endeavours to minimise the impact of the event and to resume full performance as soon as practicable.

17.3 **Suspension of Obligations:** Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event. Time for performance shall be extended by a period equivalent to the duration of the delay.

17.4 **Payments and Work to Date:** Where a Force Majeure Event prevents or delays the Company's performance, the Client shall pay for all work completed up to the date of suspension and any non-recoverable third-party costs already committed by the Company.

17.5 **Prolonged Force Majeure:** If the Force Majeure Event continues for more than **30 consecutive days**, either party may terminate this Contract immediately by written notice. Termination under this clause shall not affect the Company's entitlement to payment for work performed prior to termination.

17.6 **Exclusions:** For the avoidance of doubt, a lack of funds, changes in market conditions, or the Client's inability to pay shall not constitute a Force Majeure Event.

18. **ASSIGNMENT**

18.1 The Contract is entered into between the Company and the Client as principals and the Client shall not be entitled to assign the benefit or burden of it or of any interest in it without the prior written consent of the Company.

18.2 The Company shall be entitled to sub-contract the whole or part of its obligations under the contract and to assign its interest in the contract and the Company shall notify the Client within a reasonable time period following any such actions.

19. **SEVERABILITY**

If these Conditions shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

20. **WAIVER**

20.1 A failure by the Company to exercise, or a delay in exercising, any right or remedy under the Conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Company may otherwise have and no single or partial exercise of any right or remedy under the Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

20.2 Any waiver by the Company of a breach of any of the terms of the Conditions or of any default under the Conditions shall not be deemed a waiver by the Company of any subsequent breach or default and shall not affect the other terms of the Conditions.

21. **THIRD PARTY RIGHTS**

A person who is not a party to the Conditions (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these Conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

22. **LAW AND JURISDICTION**

The parties agree that any disputes arising or in any way connected with the subject matter of the Conditions (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and in the case of proceedings issued against the Company shall be subject to the jurisdiction of the English courts only.

23. **ETHICS, AI & RESPONDENT AUTHENCITY**

The Company shall not knowingly use artificial intelligence tools or automated respondents to collect or generate research data unless agreed in writing with the Client. Both parties shall ensure that research participants are genuine individuals and that data collection is conducted ethically and transparently.

24. **NOTICES**

24.1 **FORM OF NOTICE:** Any notice or other communication given under or in connection with this Contract shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or other next-day delivery service, or by email to the address or email address of the relevant party set out in the Service Order (or to such other address or email address as that party may notify in writing from time to time).

24.2 **DEEMED DELIVERY:** A notice or communication shall be deemed to have been received:
(a) if delivered by hand, at the time the notice is left at the proper address;
(b) if sent by pre-paid first-class post or other next-day delivery service, at 9.00 am on the second Business Day after posting;
(c) if sent by email, at the time of transmission, provided that no delivery failure or out-of-office notification is received by the sender within 24 hours of sending.

24.3 **EXCLUSIONS:** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 **BUSINESS DAY DEFINITION:** For the purposes of this clause, "Business Day" means any day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

25. **ENTIRE AGREEMENT**

This Contract, comprising the Proposal, Service Order and these Conditions, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and representations, whether written or oral, relating to its subject matter. Each party acknowledges that it has not relied on any statement, promise or representation not expressly set out in this Contract.

All communications and deliverables under this Contract shall be in English.