

Stewart Kirk Social Research and Evaluation: Terms and Conditions

Research and Evaluation

General

1. Contracts for research and evaluation projects are made between the client and Stewart Kirk Social Research and Evaluation. The basis of the contract will be a proposal which will include a quotation.
2. Work on a project will commence after acceptance of the most up to date proposal and quotation. Acceptance of the proposal is deemed to include acceptance by the client of these terms of business which shall not be altered except by written agreement duly signed by an authorised representative of Stewart Kirk Social Research and Evaluation.
3. The work will be carried out in accordance with the proposal. If at any time the client requests that the specification is changed (e.g. method, sample size and structure, questionnaire length or content, project timing, etc.), Stewart Kirk Social Research and Evaluation reserve the right to revise the proposal.
4. Proposals will be dated and are valid for 30 days from that date. After that time Stewart Kirk Social Research and Evaluation reserve the right to revise the proposal.
5. All quotation within proposals are quoted in a format that shows the cost exclusive of VAT and inclusive of VAT.

Payment Procedures

6. All invoices are due and payable within 21 **days**
 - (a) For projects that are based on conducting the work solely in the UK :- **one half** of all agreed costs will be invoiced on commissioning, the balance upon reporting.
 - (b) For projects that include international (i.e. non-UK) work :- **two thirds** of all agreed costs will be invoiced on commissioning, the balance upon reporting.
These invoicing arrangements can only be altered by mutual agreement.

Additional Costs

7. Unless otherwise agreed, the production/reproduction, delivery/collection of stimulus materials or samples, etc., required to conduct the work are not included in quotations. Any such costs that are incurred, on the client's behalf, will be charged at cost plus a handling fee (typically 15%). These costs will appear on the final invoice or on a separate invoice as an additional cost.
8. Stewart Kirk Social Research and Evaluation reserves the right to charge interest on overdue accounts. This would be on a cumulative daily basis equivalent to 1% per day.

Cancellation and Termination

9. If the project is cancelled or otherwise terminated by agreement between client and Stewart Kirk Social Research and Evaluation, the final payment will be, unless otherwise agreed, the costs incurred up until termination. This includes management time and expenses plus any losses incurred by Stewart Kirk.

Sub-contracting

10. Stewart Kirk Social Research and Evaluation reserves the right, where necessary, to sub-contract any part

Losses/Damages

11. Stewart Kirk Social Research and Evaluation shall not be liable to the client for any losses or damage arising through circumstances beyond their control.

Limits of Liability

12. Stewart Kirk Social Research and Evaluation undertakes to maintain professional indemnity and public liability insurances for £5,000,000.

Professional Code of Conduct

13. Stewart Kirk Social Research and Evaluation ensure that all their research and evaluation activities are carried in accordance with the Ethical Guidelines of the Social Research Association

Web Design

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and Stewart Kirk Social Research and Evaluation.
Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.
- 2. Intellectual Copyright:** Stewart Kirk Social Research and Evaluation will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.
- 3. Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Stewart Kirk Social Research and Evaluation in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.
- 4. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client, unless by prior arrangement with Stewart Kirk Social Research and Evaluation.
- 5. Search Engine Promotion:** Stewart Kirk Social Research and Evaluation are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.
- 6. Cancellation:** Should the client wish to cancel at any point during the process they shall

7. IMPORTANT! Failure to Provide Required Website Content: We are a small business. To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that *you provide all the required information in advance*. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. Also, if your job involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

- 8. Conceptualising:** Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites (below £1000) please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.
- 9. Travel Time and Expenses:** Travelling time to and from customer premises is not generally included in our estimate. Stewart Kirk Social Research and Evaluation reserve the right to make a charge for travelling time at our normal consultancy rates. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)
- 10. Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.
- 11. Payment:** Payment shall be in response to invoices issued by Stewart Kirk Social Research and Evaluation; 50% on commencement and 50% on completion. **Note:** *A payment of 50% of the total cost of the project is required before work can commence. After work commences this is non-refundable.*
- 12. Payment terms:** Payment is currently accepted by cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.
- 13. Payment:** Payment of any balance will be due within 21 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.
- 14. Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. *Stewart Kirk Social Research and Evaluation is not responsible for future support unless stipulated in the web site design contract.* This support can however normally be provided upon request and for an agreed fee. *No guarantee of future support is given unless an ongoing support package is negotiated.*
- 15. Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and Stewart Kirk Social Research and Evaluation will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

16. Compliance with Ecommerce, Accessibility or Other Regulations: Stewart Kirk Social Research and Evaluation design websites in accordance with the client's specifications, and will at all times try to ensure that the client's website meets the requirements of all UK accessibility legislation; it is however the client's responsibility to ensure that these requirements are met. It is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

General Terms

1. Late Payment: Accounts that have not been settled on time will be subject to daily compound interest of 1% per day pursuant to the late payment legislation.

2. Should Stewart Kirk Social Research and Evaluation waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Stewart Kirk Social Research and Evaluation to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Stewart Kirk Social research and Evaluation reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact Stewart Kirk Social Research and Evaluation.