



InsightX Research Solutions Ltd
Terms and Conditions of Service
Effective September 2024

1. DEFINITIONS

- 1.1 **“Client”** refers to the individual, firm, or organisation to whom the proposal is addressed.
- 1.2 **“Company”** refers to InsightX Research Solutions Ltd, registered at 307 Rotherhithe Street, London SE16 5HD
- 1.3 **“Contract Date”** means the date on which the contract is confirmed by both parties.
- 1.4 **“Deliverables”** refer to all outputs provided as part of the agreed Service, including survey data, reports, presentations, or other materials.
- 1.5 **“Service”** encompasses the research, data collection, analysis, and reporting as outlined in the proposal or agreement.
-

2. AGREEMENT AND CONTRACT FORMATION

- 2.1 These terms govern all agreements between the Company and the Client unless specifically amended in writing and agreed upon by both parties.
- 2.2 Proposals and quotations are invitations to engage and become binding only upon confirmation of the contract by the Company.
- 2.3 The Client's written confirmation or approval via email constitutes acceptance of these terms.
- 2.4 Variations to agreed specifications, methods, or timelines may incur additional charges, subject to mutual agreement.
- 2.5 The contract shall be governed by the laws of England and Wales.
-

3. FEES AND PAYMENT TERMS

- 3.1 Fees are based on the scope and specifications outlined in the proposal and may be revised if significant changes occur during the project.
- 3.2 Payment terms are as follows:
- **50% upfront upon commissioning.**
 - **50% upon delivery of the final Deliverables.**
- 3.3 Invoices are payable within 30 days of the issue date unless alternative terms are agreed in writing.
- 3.4 Late payments may incur interest at 3% per annum above the HSBC base rate.
- 3.5 Payments must be made in GBP, with any bank fees borne by the Client.



4. CHANGES AND CANCELLATION

- 4.1 Any changes to project scope, timelines, or deliverables must be agreed upon in writing and may incur additional fees.
- 4.2 The Client may cancel the contract by providing at least 30 days' written notice. Fees for work completed up to the cancellation date will be payable in full.
- 4.3 Cancellation of pre-arranged facilities or shifts with less than five business days' notice will result in full charges for those arrangements.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 All research outputs and methodologies remain the intellectual property of the Company unless explicitly transferred in writing.
- 5.2 The Client agrees to maintain the confidentiality of any data, reports, or other materials shared during the project.
- 5.3 Publication of any Deliverables must be pre-approved by the Company, with proper attribution provided.

6. QUALITY AND LIMITATIONS

- 6.1 The Company conducts all research in compliance with industry standards, including ISO 20252, GDPR, and the MRS Code of Conduct.
- 6.2 While the Company ensures data accuracy to the best of its ability, it cannot guarantee complete accuracy due to inherent limitations in survey methodologies.

7. LIABILITY

- 7.1 The Company's total liability under this agreement shall not exceed the total fees paid by the Client, except in cases of personal injury or death caused by negligence.
- 7.2 The Company is not responsible for indirect or consequential losses, including loss of revenue, profits, or business opportunities.

8. FORCE MAJEURE

- 8.1 The Company shall not be held liable for delays or failure to perform due to events beyond its reasonable control, such as natural disasters, strikes, or political unrest.





9. NON-SOLICITATION

9.1 Both parties agree not to solicit or hire employees or contractors of the other party for six months following the conclusion of the contract without prior written consent.

10. TERMINATION

10.1 The Company reserves the right to suspend or terminate the contract if the Client breaches these terms, including failure to make timely payments.

11. FINAL PROVISIONS

11.1 Any amendments to these terms must be agreed upon in writing.

11.2 Notices and communications shall be deemed received when sent to the registered address or primary contact email during normal business hours.