



Creatively Digital Ltd, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ
Company Number: 11207082, VAT NO: GB 290800118

Note:

By sending an email confirmation of approval of costs or a brief for recruitment, you are also accepting our terms and conditions. Please read our terms and conditions.

1. Participant recruitment

1.1. Client brief for recruiting participants must be received a minimum of 10 working days (Monday - Friday) in advance of the required testing schedule for basic recruitment.

1.2. Client brief for recruiting participants must be received a minimum of 20 working days (Monday - Friday) in advance of the required testing schedule for niche, challenging or accessibility recruitment.

1.3. An email can be accepted as a brief.

1.4. Key characteristics of participants for recruitment will be agreed verbally or in writing with the client prior to commencement of recruitment.

1.5. If the recruitment brief is provided with less than 10 working days lead time, we cannot guarantee we will be able to recruit the total number of participants required, or recruit participants who meet the required recruitment criteria. Should this situation occur, Creatively Digital will alert the client at the earliest possible stage.

1.6. We also reserve the right to discuss an increase in the cost of any job where we do not get a minimum of 10 working days' notice for the recruitment.

2. Changes to the brief

2.1. Once the brief has been received by Creatively Digital and agreed with the client verbally or in writing, we will begin our recruitment process. From this point forward, if any alterations need to be made to the brief, additional costs may be incurred:

2.1.2. Recruitment – if we cannot use the participants already recruited due to change in the recruitment brief the client will be charged for these participants at the original cost and for any new participants required, again at the original cost on the quote.

2.1.3. Additional criteria – if the client requests additional criteria that differs from the original brief which results in any extra advertising and/or project management time, the client will be sent a revised quote to cover the cost for this work.

2.1.4. Change to additional criteria - should the client decide to amend and/or cancel any additional criteria which results in any advertising or project management being void, the client will be charged for the work up to that point. This will be reflected in the invoice.



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3. Client cancellation / rearrangement

3.1. If the client decides to cancel a project, after the brief has been agreed verbally or in writing, costs for any participant(s) already recruited will be incurred. The client is also liable to pay the incentives to the participants if the scheduled interview is cancelled with less than 24 hours' notice.

3.2. If the client decides to reschedule the date and or times of a scheduled testing, a 50% of the original recruitment cost as a rearrangement fee is shared per participant with the client for review, plus the cost of recruiting any participant(s) who can't make the new time will be charged at the rate of the original quote. If the new date is not provided by the client within 48 hours, Creatively Digital will treat this as a cancellation and invoice for any work conducted up to that point.

4. Rebooking

4.1. If the client decides to rebook a participant for a follow up session or additional round of testing or research, Creatively Digital will manage the re-contact and administration at a cost of 50% of the original recruitment cost if there is no further screening to be carried out.

4.2. All re-contacting must be done by Creatively Digital.

5. Mis recruits

5.1. All participants are asked to agree to the following statement when they are screened; "You have been invited to participate in this session on the basis of the information you have provided. If the information later proves to be false or incorrect, you may not receive your incentive".

5.2. In the rare occasion that a participant may appear or behave differently to the information provided during the recruitment and screening stage, Creatively Digital would not charge for the recruitment for the participant in question.

5.3. If the client identifies a participant as a mis recruit, details as to why the participant is not appropriate must be provided to Creatively Digital in writing.

5.4. The client is responsible to inform Creatively Digital immediately after the scheduled testing if a participant is perceived as a mis recruit. If the client does not inform Creatively Digital in the following 12 hours after completion of testing that a participant is a mis recruit the full cost of recruitment plus incentive will be charged to the client.

6. No-shows

- 6.1. We advise clients to expect at least one no-show for every 5-7 participants booked.
- 6.2. No cost will be incurred to the client for no-shows
- 6.3. Should a participant cancel their appointment prior to, or on the day of research/testing, we will aim to replace the cancellation free of charge, pending availability of suitable participants on the day or as close to the date as is possible and convenient for the client.
- 6.4. In an instance where recruitment has begun and the client has signed off participants but have yet to confirm the location where participants need to attend their research appointment, Creatively Digital will charge the recruitment fee for any participant that cancel their attendance due to delays in receiving their confirmation email and/or unable to get to the location once this is provided.
- 6.5. Creatively Digital will accept no responsibility for problems caused by weather, industrial action, transport difficulties, terrorist action, demonstrations or any other circumstances beyond our control.
- 6.6. All participants receive terms as part of the confirmation process, which clearly state "If you arrive late, you may not be included and may not receive your incentive". If a participant is late for a genuine reason and cannot take part, we believe it is best practice to pay the participant their incentive; however, this is at the client's discretion.

7. Incentive payment

- 7.1. It is the client's responsibility to make all incentive payments to the participant, however the client can instruct Creatively Digital to provide incentives on behalf of the client to the participant. If the client instructs Creatively Digital to provide incentive payments, the cost will be reimbursed back to Creatively Digital in addition to the recruitment fees. The incentive can be provided in the form of cash, vouchers or bank transfer and this decision will be determined by the client, however Creatively Digital will make recommendations should we deem the incentive unsuitable to the target audience.
- 7.2. Incentive service fee and associated costs for cash or voucher delivery:
 - 7.2.1. 20% of the total incentive value is applied as an incentive service fee.
 - 7.2.2. £10 delivery (per delivery) via Royal Mail Special Delivery
- 7.3. Incentive service fee for email vouchers:
 - 7.3.1. 20% of the total incentive value is applied as an incentive service fee.
- 7.4. Incentive service fee for bank transfers:
 - 7.4.1. 20% of the total incentive value is applied as an incentive service fee.
- 7.5. All prices above apply unless otherwise agreed with the client



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7.6. Incentives paid via bank transfer or digital voucher by Creatively Digital on behalf of clients will be paid to participants within two working days following the date of participation. Cash incentives are given to participants at the end of their session.

7.7. When incentives are being paid directly to the participant by the client, unless otherwise agreed, the client is required to pay the incentives in accordance with the timescales in clause 7.6.

7.8. If the client fails to pay incentives in accordance with clause 7.6 or within the timescale agreed, Creatively Digital reserves the right to pay the incentives to the participants and charge this back to the client including the relevant service fee.

7.9. Where incentives are provided by Creatively Digital to the client in cash, Creatively Digital requires a confirmation of the cash delivery either by return of the cash delivery sheet or via an email once cash is received, confirming the total amount received. In this instance, it is also the client's responsibility to ensure that the participants sign a document to acknowledge receipt of the incentive.

8. Invoicing

8.1. Invoices will be raised monthly after the last day of testing / research unless otherwise agreed at the start of a project. Invoice payment is due 30 days from the invoice date.

8.2. If our clients require us to use purchase orders (POs) when invoicing, we will require the PO before any recruitment begins.

8.3. Invoices should be paid via bank transfer

9. Professional conduct

9.1. Creatively Digital abides by the Market Research Society (MRS) Code of Conduct. Copies of this code can be made available on request. The client shall make available information as requested by Creatively Digital to ensure compliance. Specifically, this guidance means:

9.1.1. Participants can only be re-contacted if their consent is gained when Creatively Digital originally contacted them.

9.1.2. Participants can only be re-contacted by Creatively Digital unless we have gained their consent to be contacted by the client.

9.1.3. Any private contact information of participants must not be shared with end clients without participant approval.

10. Confidentiality

10.1. Creatively Digital will not disclose to any third party the client's identity, the details set out in any recruitment materials, or any information obtained in confidence regarding the business of the client, without first obtaining the client's approval. Similarly, Creatively Digital will ensure

that participants in any research shall remain anonymous, and all reasonable precautions will be taken so that participants will not be adversely affected or embarrassed as a direct result of the participation in the research project.

10.2. The client is responsible for getting informed consent from participants before research/testing takes place. This will include any consent for use of any findings or testimonials in any research including surveys.

10.3. The client is responsible for getting an NDA signed by the participant before research/testing takes place if one is required.

10.4. If the client requires Creatively Digital to manage the signing of NDA's on their behalf, the client must inform Creatively Digital of this requirement at least 48 hours prior to participants arriving to their research/testing.

11. Data management

11.1 The information provided to the client by Creatively Digital may contain personal and identifiable data relating to participants. This data remains the sole property of Creatively Digital (the Controller of the data), and neither the client, nor any other third-party to whom this information is sent to, or given to by a client, has authority to contact participants without written consent of Creatively Digital.

11.2. As Data Controllers, when Creatively Digital pass across participant information in participant lists or via any other secure and compliant method, we do so as Data Controllers and none of this information can be processed without express consent of Creatively Digital.

11.3 When a client receives personal data from Creatively Digital, they become Processors of the data.

11.4. The Processor ensures that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

11.5. The Processor shall not engage another Processor/Sub-processor without prior specific or general written authorisation of the Controller. Where a Processor engages a Sub-Processor for carrying out specific activities on their behalf, the same data protection obligations as set out in this agreement between the Controller and the Processor shall be followed.

11.6. Anyone processing personal data shared by Creatively Digital needs to observe confidentiality and take appropriate security, technical and organisational measures to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure together with other data protection measures to comply with current data protection legislation and specifically GDPR 2018, as updated or amended from time to time ("Data Protection Legislation").

11.7. Any personal and identifiable data transferred to clients on participant lists or by other means, digital or otherwise, must be deleted and/or destroyed no later than 6 months after the last testing date of a job, unless otherwise agreed with Creatively Digital. By accepting these

terms and conditions, the Client confirms they will follow the timeframes and process designed by the Controller.

11.8. As Processors of the data, clients need to make available all information necessary to demonstrate compliance with Data Protection legislation, if requested to do so by Creatively Digital.

11.9. Clients are not permitted to encourage participants to join any other databases or panels or opt-in to hear about other paid research or marketing activities. This also covers any participant surveys or panels set up and recruited by Creatively Digital, where the client may gain access to our participants' personal data and/or contact details.

11.10. If the Client collects any personal data directly from participants during the research (e.g. recording the participant during the session), the client shall be Controller in respect of that data and is therefore responsible for gaining voluntary informed consent from participants to use the data exclusively for the purposes of the research project and always complying with the latest Data Protection legislation.

11.11. Within Creatively Digital's rights as the original Controller and exporter of the personal data, the Client agrees to the following purpose limitation when acting as a Processor or Controller/importer of the data. The Client is not authorised to use the shared Personal Data for any activities or further contact outside the scope of the research project. The Client agrees that the Personal Data shared by the Data Subjects during the research or collected in any other way will be processed solely during the research project or different rounds of research covered by these terms and conditions and as agreed with Creatively Digital. No further contact attempts will be made and no informed consent will be collected from the participants to involve them in future research or any marketing activities.

11.12. The client shall comply with the latest Data Protection legislation (and all other applicable laws relating to privacy,) in respect of such personal data and shall be responsible for providing appropriate data protection notices and obtaining appropriate consents for the use of such personal data.

11.13. Creatively Digital reserves its rights and obligations as a data controller for identifiable or personal data under GDPR 2018 with regard to the contents of primary or secondary records.

11.14. For the avoidance of doubt, where personal data is to be passed to the client, Creatively Digital shall ensure that it has given appropriate notice and/or obtained consent from the relevant participants to allow the client to use such personal data for the purpose for which it is required.

11.15 For any other scenarios where Creatively Digital shares personal data with a client or a client collects personal data from the participants during the research not covered by this section of our terms and conditions, the Client agrees to review and sign an agreement with Creatively Digital to determine the roles, responsibilities and chain of accountability according to the latest data protection legislation.

11.16. Where these terms and conditions do not cover the complexity of different personal data sharing scenarios between Creatively Digital and the Client, Creatively Digital will request the



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Client to sign a separate agreement that satisfies the project's requirements. In the event that any clauses in this separate agreement contradict these terms and conditions, the agreement will override the present document.

12. Surveys

12.1. It is the client's responsibility to ensure survey links are working and participants are aware of the software and other digital requirements to take part in research before the survey is sent out

12.2. Creatively Digital must approve surveys before they can be sent out to participants.

12.3. Clients agree not to retain any participant data or to recontact any participants without the consent of Creatively Digital and the participants, which is required before the initial research takes place.

13. Meeting rooms and Usability Lab Bookings

13.1. Creatively Digital has the ability to book meeting rooms or labs for scheduled testing or research sessions. The cost of this and any associated services or facilities within the booking will incur a 20% booking service charge, unless otherwise agreed with the client.

The parties agree to the above Terms and Conditions provided to the client:

Creatively Digital Ltd

Signed by:

Position:

Signature:

Client

Signed by:

Position:

Signature: