

# Terms and Conditions – Continuous Research Partnership

## 1. Scope of Services

The Services provided under this Agreement are ongoing user research activities, delivered as part of a Continuous Research Partnership. Unless otherwise agreed, this will comprise bi-monthly cycles of moderated usability testing with 6 participants per cycle, with the option to vary participant numbers or focus areas by mutual agreement.

## 2. Duration

This Agreement is intended as an ongoing arrangement, with no fixed end date. Either party may terminate the Agreement with four (4) weeks' written notice, subject to the cancellation terms below.

## 3. Fees and Invoicing

- Fees will be charged per cycle of research (as set out in the proposal).
- Additional participants, ad-hoc research activities, or extra services requested by the Client will be charged at Web Usability's standard rates (£1,050/day for directors, £950/day for consultants/facilitators, £450/day for support staff).
- Invoices will be issued following delivery of the report for each cycle, unless otherwise agreed.
- All fees are exclusive of VAT, which will be applied at the prevailing rate.
- Payment is due within thirty (30) days of invoice. Interest will be charged at 2% above the Bank of England base rate on overdue invoices.

## 4. Cancellation

- Cancellation of a scheduled research cycle within 2 weeks of the planned testing date will incur a fee of 50% of that cycle's cost.
- Cancellation within 1 week of the planned testing date will incur a fee of 100% of that cycle's cost.
- Termination of the entire Agreement requires four (4) weeks' notice in writing.

## 5. Client Responsibilities

Web Usability will set out the responsibilities of the Client at the start of each research cycle (e.g. agreeing research objectives, approving recruitment profiles, providing access to digital assets, and attending debrief sessions). Web Usability shall not be liable for delays or defects arising from the Client failing to meet these responsibilities.

## 6. Intellectual Property

All research outputs (reports, recommendations, and videos) produced under this Agreement remain the intellectual property of Web Usability until full payment is received. Upon payment, ownership of the outputs transfers to the Client. Underlying methodologies, frameworks, and recruitment databases remain the property of Web Usability.

## 7. Personnel

Web Usability reserves the right to substitute personnel with others of similar experience and qualifications, should the need arise.

## 8. Liability

Web Usability's liability for loss or damage caused by negligence or breach of contract shall not exceed the fees paid for the Services in the preceding 6 months. This limit does not apply to liability for death or personal injury caused by negligence, fraud, or any other liability which cannot legally be excluded.

## 9. Force Majeure

Web Usability shall not be liable for delays or failure to perform obligations where such delays result from causes beyond its reasonable control, including but not limited to power failures, internet outages, industrial action, civil unrest, fire, flood, pandemics, or governmental action.

## 10. Non-Solicitation

For the duration of this Agreement and twelve (12) months thereafter, the Client agrees not to solicit or employ any Web Usability staff or contractors directly involved in the Services. Breach of this clause will result in a fee equivalent to one year's basic salary or fee of the individual concerned.

## 11. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.