

General Terms & Conditions (Schedule 3)

These General Terms and Conditions ("Agreement or Contract") shall apply to the agreement between People Insight Limited and the individual or organisation ("the Client") using the People Insight service. These terms form part of an offer that is valid for acceptance within 28 days from the date of issue.

1. Definitions

1.1. "We" or "us" or "our"

Means People Insight Limited, a company registered in England and Wales under number 5224597.

1.2. "The client" or "you" or "your"

Means the organisation using the People Insight platform and services.

1.3. "People Insight"

Refers to the brand name of the product provided to you by People Insight Limited as specified in the Order Confirmation Form.

1.4. "People Insight survey" or "survey"

Refers to the set of questions and answer scales used within People Insight.

1.5. "Service agreement" Refers to the specific set of activities, roles and responsibilities to be conducted by us and the Client in using People Insight as set out in the Statement of Work.

1.6. "Order Confirmation Form"

Means this document outlining the Client's contact details and agreement on pricing for the use of People Insight.

1.7. "Your information"

Means any information provided to us from you, representatives of your organisation and your organisation's survey respondents. This could include (but is not limited to), logo's, email addresses, text, information, data, graphics and survey responses.

1.8. "Survey respondents"

Means people within your organisation that respond to the People Insight survey, in whole or in part, by answering the questions on the survey.

1.9. "Survey responses" or "responses"

Means the answers provided in whole or in part by people in your organisation to the survey.

1.10. "Intellectual Property Rights"

Means the proprietary rights over information, products or services where intellectual capital has been invested.

1.11. "Website"

Means the website hosting our survey platform.

1.12. "Data Protection Legislation"

Means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR and the Data Protection Act 2018, as each are updated from time to time, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications

1.13. "Subprocessor"

Means any Data Processor (including any third party, supplier and affiliate) appointed by us to Process Personal Data on behalf of you in connection with this Service Agreement.

1.14. "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Supervisory Authority" and "Processing" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

1.15 "The Platform and/or Online Services" means the online tools provided by People Insight to the Client to enable the creation, distribution, analysis of, and action planning for employee surveys.

1.16 "Platform access" means your right to access the People Insight Platform and/or Online Services under the terms of the Order Confirmation Form.

1.17 “Licence Anniversary” means the date one year after the licence start date, or in the case of multi-year contracts, one year after the most recent prior Licence Anniversary.

2. Provision of service

2.1. We shall provide our services to you in accordance with the timescales and deliverables set out in the Statement of Work and Licence and Fees Summary. This may include (but not exclusively so) details of the activities to be performed by us and by you, any relevant conditions, timescales, deliverables and key issues to be addressed before and when using our services.

2.2. Your contact information, specific requirements and the costs of using People Insight will be outlined in this Order Confirmation Form and its schedules. By signing the Order Confirmation Form or otherwise agreeing to the commencement of works described on the form indicates your agreement to be bound by these terms and conditions.

2.3. We are not obliged to supply any services to you until both parties have a signed Order Confirmation Form. This is when the Contract is made.

2.4. Changes to the Statement of work can be requested at any time before or during the use of People Insight and these will be implemented on receipt of an additional Order Confirmation Form. Any changes to the Statement of work constitute a new contract that supersedes any previous contract.

2.5. We reserve the absolute right to alter, suspend or discontinue any aspect of People Insight without notice upon any material breach by you of these terms and conditions. People Insight shall provide written notice 14 days prior to any service suspension due to material breach and allow reasonable opportunity (of not fewer than 14 days) to cure.

2.6. We will perform the services in accordance with the proposal and will provide our services with due skill, care and attention.

3. Use of information

3.1. You authorise us, as your Data Processor, to process Personal Data to the extent strictly necessary for us to provide our services according to the Service agreement and the Data Protection Legislation.

3.2. You shall take reasonable steps to ensure that any of your information requested by us and provided by you is accurate, complete and reliable. Specifically, the contact details of survey respondents provided by you shall contain the correct name, address, e-mail address and other requested details. You agree to have obtained the appropriate provision and authorisation to use this information.

3.3. Where survey respondents are provided with a password to access the electronic version of the survey (including but not limited to Internet and e-mail versions), you are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under the password during a respondent's use of People Insight services. You agree to notify us as soon as reasonably practical on becoming aware of any unauthorised use of a respondent's password or any other breach of security of which you become aware.

3.4. We reserve the right to monitor survey responses. We may edit, reject or remove information and responses if we reasonably believe them to be offensive or otherwise contrary to applicable law or good practice or contain any form of commercial advertising or promotion of goods or services or contain any computer viruses, Trojan horses or other harmful items (including anything which has contaminating or destructive properties.) Notwithstanding this right, we do not and cannot review all information and responses provided and we are not responsible for the accuracy or reliability of any of your information or survey responses or other material whatsoever provided to us by you.

3.5. You further warrant that any information provided by you, excluding the survey results, contains no defamatory material and does not infringe the rights of any third party whether by copyright trademark or privacy and agree to indemnify us against any loss sustained if breached.

3.6. You authorise us to use your survey results as part of our benchmarking analysis, subject to such survey results being used strictly in an anonymised, aggregate form and never in a way which enables identification of us as the controller of personal data, a respondent or an individual.

3.7 We will protect survey respondent anonymity at all times, which means that we will not disclose the names of individual respondents or non-respondents to you (either alongside or separately to their survey responses). We will also not knowingly release survey responses to you in a manner that may compromise individual respondent anonymity.

3.8. Data Protection

3.8.1. For the purposes of this Agreement, you are the Data Controller and we are appointed as the Data Processor in respect of the Personal Data Processed under or in connection with the provision of the Service agreement.

3.8.2. Where Personal Data is Processed by the us, we shall:

3.8.2.1 not Process the Personal Data other than on your documented instructions (whether in this [Agreement] or otherwise) unless Processing is required by applicable law

3.8.2.2 create and maintain a register setting out the information required by article 30(2) of the GDPR.

3.8.3. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk:

3.8.3.1. the encryption of the Personal Data

3.8.3.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services

3.8.3.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

3.8.3.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing,

3.8.4. We shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary to perform the services in the context of that individual's duties to you, ensuring that all such individuals:

3.8.4.1. are informed of the confidential nature of the Personal Data

3.8.4.2. have undertaken appropriate training in relation to Data Protection Legislation

3.8.4.3. are subject to confidentiality undertakings or professional or statutory obligations of confidentiality

3.8.4.4. are aware of your obligations in relation to data protection under this Service Agreement and the Data Protection Legislation.

3.8.5. We shall process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause you in any way to be in breach of the Data Protection Legislation.

3.8.6. We shall provide reasonable assistance to you with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority which are required under Article 36 GDPR.

3.8.7. We shall notify you without any undue delay and in any event within 24 hours upon becoming aware of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach and provide you, at the time of the original notification, with sufficient information to meet any obligations to report a Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum:

3.8.7.1. describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned

3.8.7.2. communicate the name and contact details of the data privacy manager or other relevant contact from whom more information may be obtained

3.8.7.3. describe the likely consequences of the Personal Data Breach; and

3.8.7.4. describe the measures taken or proposed to be taken to address the Personal Data Breach.

3.8.8. We shall co-operate with you and take such reasonable steps as are directed by you to assist in the investigation, mitigation and remediation of a Personal Data Breach.

3.8.9. We shall notify you within three Working Days if we receive a request from a Data Subject under any Data Protection Legislation in respect of the Personal Data, including requests by a data subject to exercise rights in Chapter III of GDPR.

3.8.10. We shall cooperate as requested by you to enable you to comply with the exercise of such rights by a Data Subject and / or to comply with any assessment, enquiry, notice or investigation under any Data Protection Legislation in respect of the Personal Data or this Service Agreement, to include:

3.8.10.1. provision of all data requested by you within the timescale specified by you in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a Data Subject

3.8.10.2. where applicable, providing such assistance as is reasonably requested by you to enable you to comply with the relevant request within the Data Protection Legislation statutory timescales; and

3.8.10.3. implementing such technical and organisational measures as may be reasonably required by you to allow you to respond effectively to relevant complaints, communications or requests.

3.8.11. We shall not transfer Personal Data outside the combined boundaries of the UK and EEA without your prior written consent and only where appropriate safeguards are in place and details of the transfer mechanism are provided to you.

3.8.12. Within 120 (one hundred and twenty) calendar days of the termination or expiry of this Service Agreement, we shall cease to Process the Personal Data and shall securely delete or anonymise it in accordance with our data handling procedures. Upon request, we shall provide you with a complete copy of the Personal Data via secure file transfer in a format notified by you and written certification of the deletion/return of such Personal Data

3.8.13. Subprocessing

3.8.13.1 You consent to us using a third-party data subprocessor if operationally necessary and only when we have a written agreement with the third party incorporating terms which provide protection substantially like those set out in this contract.

3.8.13.2 We shall make available all information necessary to demonstrate compliance with our obligations under Article 28 UK GDPR and permit and contribute to audits, including inspections, conducted by you or your appointed representative.

4. Term of the contract

4.1 The Contract shall take effect on the date of signature and shall remain in effect until all Order Confirmation Forms under the Contract are terminated according to the Contract, unless terminated earlier in accordance with clause 5.

4.2 Your Platform and Online Services usage rights begin on the Licence start date stated in the Order Confirmation Form and continue until the end of the initial licence term (as set out in the Licence & Fees Summary). After the initial term ends, the licence will automatically renew for further 12-month periods on each Licence Anniversary, unless either party gives at least 60 days' written notice before the end of the current term.

5. Termination; cancellation; expiration.

5.1 Neither party may terminate this Agreement for convenience prior to the expiry of the initial licence term set out in the Licence and Fees Summary (Schedule 1) (the “Initial Term”). Upon expiry of the Initial Term, this Agreement shall automatically renew for successive periods of 12 months (each a “Renewal Term”) unless either party provides written notice of termination at least 60 days prior to the end of the Initial Term or any Renewal Term. Termination under this clause shall not relieve either party of any obligations accrued prior to the effective date of termination. Such notice of termination must be presented to the other party in writing to the address or email address provided on the Order Confirmation Form.

5.2 Either Party may terminate the Contract or annual licence for any Online Service in case of material breach of the other Party’s obligations in this Contract, unless such material breach is cured within sixty (60) days of the Party’s written notice.

5.3 People Insight may terminate the Contract immediately for any violation by the Client of People Insight’s intellectual property rights, or for use of the Online Services in violation of any applicable laws or regulations.

5.3.1. Either Party may terminate this Agreement if:

- the other Party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets;
- the other Party suspends or ceases, or threatens to suspend or cease, carrying on business; or
- the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

5.4 Obligations in the Contract that by their nature are continuing will survive termination or expiration.

Key Performance Indicators (KPIs)

5.5 The following KPIs shall be measured monthly:

- System availability - 99.5%
- Support response - 4 business hours
- Support resolution - Critical - 4 hrs; Major - 2 day; Minor - 6 days; Cosmetic - 20 days

- Maintenance notifications will be more than 48 hours' notice.

5.6 Failure to meet established KPIs for three consecutive months shall constitute a material breach by People Insight for the purposes of clause 5.2.

5.7 Availability: People Insight will use commercially reasonable efforts to ensure that the Platform and/or Online Services will be available at all times, excluding when the Platform and/or Online Services is unavailable due to: a) scheduled maintenance required as determined by People Insight; and b) causes outside the reasonable control of People Insight that could not have been avoided by its exercise of due care, including any outages caused by: 1) the internet in general; 2) a Client-caused event; 3) any Force Majeure Event, including but not limited to: floods, earthquakes, hurricanes, war, terrorism, civil unrest, epidemics or pandemics, fire or explosion, failure or interruption of utilities (e.g. electricity, internet, telecommunications), cyberattacks or ransomware (if not caused by negligence), governmental acts or embargoes or changes in the law. Each party shall use reasonable efforts to mitigate the effect of a Force Majeure Event and shall notify the other party as soon as practicable if such an event occurs.

5.8 Support: Technical support will be available via email and phone from 08:30 AM to 5:30 PM GMT, Monday through Friday. Emergency technical support will be available via email 24/7 for critical issues affecting platform availability.

5.9 Maintenance and Upgrades: Scheduled maintenance will be performed during off-peak hours with at least 48 hours of notice to the Client. Unscheduled maintenance will be communicated immediately with an estimated time to resolution.

5.10 Response Times: Initial response to support enquiries will occur within 4 business hours.

Downtime

5.11 "Downtime" is defined as the Platform and/or online services having no availability - excluding "Planned maintenance" - expressed in minutes. Remedies for Downtime: if Downtime exceeds a certain amount per month, the Client is entitled upon written request to be paid within 30 days::

A Fee refund proportionate to the duration and severity of the service outage:

- Downtime 30 minutes or less, no Fee refund
- Downtime between 31 to 120 minutes (inclusive), Client is eligible for a 5% Fee refund of 1/12 Annual Licence Fee
- Downtime above 120 minutes, Client is eligible for a 7.5% Fee refund of 1/12 Annual Licence Fee.

Responsibilities of the Client

5.12 The Client agrees to:

- Provide timely notification of issues or problems.
- Ensure appropriate use of the platform in accordance with the provided documentation and training provided online and elsewhere.
- Maintain confidentiality of access credentials and notify us of amendments to client user access requirements.

6. Fees – annual and other

6.1 Provision of access to the Platform and/or Online Services is subject to payment of annual fees. Fees for the annual terms are listed in the Order Confirmation Form including its Schedules. All fees are listed exclusive of VAT, which shall be payable in addition.

6.2 . For contracts with an initial term longer than one year (including multi-year agreements), the annual platform fee may be increased on each Licence Anniversary during the initial term and any renewal term. Such increases shall be capped at the prevailing rate of UK Consumer Price Index (CPI) inflation, as published by the UK Office for National Statistics. Any such increase will apply from the relevant Licence Anniversary date and will be invoiced accordingly.

6.3 Any use exceeding the agreed use in the applicable Order Form will be effective upon, and will be invoiced as of, the time of the usage change. This includes where the client organisation has increased headcount beyond the headcount confirmed at the time this Order Confirmation Form was signed, additional headcount will incur additional fees.

6.4 Any variation in the scope of the products or services provided under this Agreement - including (but not limited to) the addition of modules, features, functionality, consultancy services, or other deliverables not specified in the original Order Confirmation Form - shall only be effective when documented in a supplementary Order Confirmation Form, signed by both parties.

No such variation shall take effect, nor any related fees be payable, until the Client has signed the relevant Order Confirmation Form. Invoices for these variations shall be issued on the date of signature of the new Order Confirmation Form, and shall specify whether the charges are

recurring (for product, modules and platform functionality) or non-recurring (for professional or consultancy services).

6.5 Subject to pre-approval by the Client, travelling, subsistence, and any other expenses necessarily incurred while engaged on Client's business, whether at the Client's premises or elsewhere, will be recharged at cost. Mileage will be recharged at current HMRC approved rates. Expenses will be subject to the addition of value added tax where applicable

6.6. If, during the course of our work, a need for ancillary services not specified in the proposal is identified, agreement to their use will be obtained before any expenditure is incurred.

7. Invoicing and payment

7.1 Upon execution of this Agreement, the Client shall be invoiced for the full amount of the contract value for Year 1 as agreed upon in Schedule 1 "Licence & Fees summary". Payment terms shall be twenty eight (28) days from the invoice date. The provision of technology and services outlined in Schedule 2 shall commence on the Licence start date and following the execution of this Agreement. People Insight agrees to diligently pursue the provisioning of said technology and services as stipulated in Schedule 2. The Client acknowledges that timely payment of the invoice is critical to the commencement and continued provision of the technology and services. People Insight reserves the right to delay or suspend the provision of services in the event of late payment or non-payment by the Client.

7.2 For the following years, People Insight will invoice the Client on the Licence Anniversary. The Client will pay the invoices within 28 days from the invoice date. In case of late payments, an interest of 8%, or an interest according to national legislation regarding late payment interest, as applicable, whichever is higher, will be added to the invoice.

7.3 People Insight reserves the right to suspend the Client's access to the Platform and/or Online Services if the applicable invoices are not paid when due. However, People Insight shall provide written notice 14 days prior to any service suspension due to late payment and allow reasonable opportunity (of not fewer than 14 days) to cure

7.4 Except as otherwise allowed in the Order Confirmation Form, refunds are not available after payment.

7.5 The Client undertakes to comply with the agreed terms of payment, even in the event of a complaint with respect to the Online Services. When the outcome of such a dispute is that the Client has a rightful claim for compensation, such compensation will be provided to the Client without delay.

8. Intellectual property rights

8.1. All and any copyright and all and any other intellectual property rights in relation to the website, the questionnaire, the survey indices algorithms, computer programs, software, documentation and other material provided or developed by us, the People Insight product and the People Insight brand names shall remain the property of People Insight Limited and technology providers or its partners. ALL RIGHTS RESERVED. Nothing in this agreement shall be construed as granting you any right or licence in respect of the said intellectual property rights.

8.2. The client is granted permission to distribute internally, including to its affiliates, group companies, professional advisers, contractors and regulators, copy electronically and to print hard copy portions of the website, questionnaire and the survey results for the sole purpose of using the website and People Insight services in accordance with its stated purposes in the service agreement.

8.3. Except as expressly permitted above, any other use of the website, questionnaire and the survey results and other materials provided by us are strictly prohibited without our express permission. In particular, you may not reproduce, modify or publish any of these materials nor may you re-use the questionnaire for subsequent uses, nor distribute, copy or in any way make the questionnaire, survey results and website materials available to other companies or your clients. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sub-licence or create derivative works from the website, questionnaire and the survey results or any other materials provided which includes the information and software made available therein.

8.4. Ownership of Intellectual Property. All intellectual property rights, including but not limited to, software, algorithms, methodologies, survey indices, and the People Insight platform, shall remain the exclusive property of People Insight Limited.

The Client shall own any raw survey responses provided by its respondents, survey results and deliverables provided to it under this Agreement. However, People Insight retains a non-exclusive, royalty-free, worldwide, perpetual, and irrevocable licence to use survey data strictly in anonymised and aggregated form for benchmarking, analysis, and research purposes, provided such data cannot be used, alone or in combination to identify the Client or any individual.

Under no circumstances shall the Client copy, modify, sublicense, distribute, or use People Insight's intellectual property beyond what is expressly permitted in this Agreement.

8.5. Client-Generated content: If a Client provides customized survey content or questions, they shall retain ownership of such content but grant People Insight a limited non-exclusive licence to use, host, and process such content solely for service provision under this Agreement. Any use, storage or processing of Client data by People Insight shall at all times comply with the Data Protection Legislation and clause 3 of this Agreement.

9. Confidential information

9.1. Each party may be given access to Confidential Information from the other party either in pre-contractual discussions or in order to perform its obligations or receive delivery under this Agreement. Confidential Information will not be deemed to include information that:

9.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

9.1.2. was in the other party's lawful possession before the disclosure;

9.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

9.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

9.1.5. is anonymised or aggregated data that cannot reasonably be used, alone or in combination with other information, to identify any individual; or which We may create or derive from observing how Your users use the Product and/or Services.

9.2. Subject to clause 9.4 below, each party will hold the Confidential Information in confidence and not make the Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as contemplated by this Agreement.

9.3. Each party may disclose the other party's Confidential Information to its employees, agents and sub-contractors only as reasonably required to perform its obligations under this Agreement and shall procure that any employees, agents or sub-contractors to whom such information is disclosed enter into written confidentiality obligations in respect of such Confidential Information that are at least as stringent as those in this clause 9.

9.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5. Where Confidential Information is shared pursuant to clause 9.4 of this Schedule, neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party acting independently of the disclosing party and not under its control.

9.6. The provisions of this clause 9 will continue notwithstanding the termination of the Agreement.

10. Limitation of liability

10.1. Except as set out in this Agreement, all warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.2. Subject to clauses 10.3 to 10.6 (inclusive) of this Schedule, the total aggregate liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement or any Statement of Work shall be limited to an amount equal to the Fees paid to Us in the preceding 12-month period under the relevant Statement of Work.

10.3. Subject to clause 10.5 and 10.6 of this Schedule, neither party shall be liable for any misrepresentation (other than fraudulent misrepresentation), loss of profits, loss of business, goods or contract, depletion of goodwill or loss of use (in each case whether direct or indirect), cover or punitive damages, cost or procurement of substitute service nor for any indirect, special, incidental or consequential loss or damage suffered by the other in connection with this Agreement whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages save for nothing shall prevent Us from recovering any direct loss of revenue as a result of Your abandonment or deliberate default of this Agreement. The foregoing disclaimer will not apply to the extent prohibited by law.

10.4. All surveys, forecasts and recommendations in any report, letter, email, presentation or in any other correspondence are made in good faith and on the basis of the information we receive. No statement in any report, letter, email, presentation or in any other correspondence is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. We do not accept liability for the results of any action that you may take following any suggestion or recommendation provided by us to you.

10.5. Nothing in this Agreement shall limit or exclude Your liability for claims (in contract, tort, or otherwise) relating to infringement of Our Intellectual Property Rights.

10.6. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury resulting from negligence; fraud; or any other liability which may not be properly limited or excluded under applicable law nor (for the avoidance of doubt) Your obligation or liability to pay all and any of the Fees under this Agreement.

11. General

11.1. Assignment and other dealings. Neither party may assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Service agreement without the other party's prior written consent.

11.2. Variation. No variation of the Service agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.3. Waiver

11.3.1. A waiver of any right or remedy under the Service agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default

11.3.2. A failure or delay by a party to exercise any right or remedy provided under the Service agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Service agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.4. Severance. If any provision or part-provision of the Service agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Service agreement.

11.5. Notices.

11.5.1 Any notice or other communication given to a party under or in connection with the Service agreement shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)

11.5.2. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service

11.5.3. This clause shall not apply to the service of any proceedings or other documents in any legal action.

11.6. Third party rights. Unless it expressly states otherwise, the Service agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Service agreement.

11.7. Unless agreed otherwise, People Insight may from time to time make reference in our communications with other organisations the fact that we are retained as a supplier to you.

11.8. We shall take reasonable precautions to ensure that any electronic documents that we send to you or make available at our website will be virus free. We do not accept responsibility for any viruses that may exist or for any costs, loss of profits, loss of data or consequential losses arising from the transfer of viruses to, or interruptions to the operation of, your computer systems

11.9. Any contract between us and you shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any dispute. Each party waives any right to bring claims in any jurisdiction other than England and Wales. All dealings, correspondence and contacts between us shall be made or conducted in the English language.