CSBA Terms & Conditions (1 of 5)

CSBA TERMS & CONDITIONS

1. These general agreed terms apply to all transactions between us. Other documents relating to our transactions will include any specific terms and conditions.

2. VALIDITY OF PROPOSALS
   - 2.1 All proposals are open to acceptance for a period of three months from the date of issue, unless a different time limit is stated. If the fieldwork or other major first stage of the project does not begin within that period, the proposals will be subject to reappraisal and the fees may be altered.
   - 2.2 Pricing is based on expectations and instructions as set out in supplied proposal/production instruction sheet at time of set-up. Any additional edits or modifications may incur an additional cost – this applies to questionnaire, timelines or outputs that cause Fieldwork or reporting to be delayed in any way.
   - 2.3 Should sample quality or quantity not be adequate to enable fieldwork to achieve agreed quotas within the set timelines, an additional cost may be incurred.
   - 2.4 The Client acknowledges that projects must be completed within the timeframes specified in the proposal. Where work is not completed within those periods due to Client delay, CSBA may reappraise the project and adjust fees, timelines, or deliverables accordingly.

3. BENCHMARKING PROGRAMS AND USE OF CUSTOMER DATA
   - 3.1 Client acknowledges that their supplied customer data is aggregated to provide them with overall Scores/Results.
   - 3.2 These overall Scores/Results may be combined with other Institutions in your Sector to provide Sector Benchmarking Reports to participants in concurrent surveys and may also be released publicly.
   - 3.3 These overall Scores/Results may be combined with different Sector Benchmarking Reports to provide whole of industry Benchmarking Reports and be may also be released publicly.
   - 3.4 Client acknowledges that should they be included in these Reports they may be named, and your logo be used for identification.
   - 3.5 Should a Client not wish to have results published in a Benchmark Reporting Program then participation in the Program is not available. The Client may elect to participate in an individual Custom Program.
   - 3.6 The Client may not and will not hinder the release of their overall Scores/Results in CSBA Benchmarking Reports once they have agreed to participate in a Program.
   - 3.7 Where the Client elects to not participate in the Benchmark Reporting Client or breaches clause 3.6 they may not use any other CSBA information (including CSBA Benchmark Reporting or results from Client Custom Programs) to promote or approximate a relative position (either generally or specifically) against rankings in any CSBA Reports (including CSBA Benchmark Reporting) in any way, including internal or external advertising, promotions or business reviews.

4. COPYRIGHT
   - 4.1 The copyright in a proposal document shall be deemed to be vested in Customer Service Benchmarking Australia Pty Ltd and CSBA Consulting Pty Ltd (CSBA).
   - 4.2 The copyright in the content of a research report shall be deemed to be vested in the client.
   - 4.3 Prior agreement should be established with CSBA of the content of publication from the survey and must acknowledge CSBA as the source of the information.
   - 4.4 The copyright for the design of any research project, proposal, questionnaire or presentation provided by CSBA is vested in CSBA.
   - 4.5 The Client acknowledges that any or all of the Intellectual Property rights used in any research project or part thereof remains the property of CSBA.

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5. SURVEY RECORDS AND RESULTS

5.1 Completed questionnaires and computer storage of them shall, unless otherwise specified, remain the property of CSBA. In accordance with Australian Data and Insights Association practice, the questionnaires will normally be destroyed after the expiry of twelve months from the date of provision of the final computer tabulations; the data held on computer storage will normally also be deleted after twelve months unless otherwise advised.

5.2 The client, however, may on request and at his/her own expense have copies of the above-mentioned materials, subject to the requirements of the Code of Professional Behaviour of Australian Data and Insights Association respecting the confidentiality of information obtained from, and the identity of, survey respondents in compliance with the Australian Privacy Principles (APPs).

5.3 Data security practices and procedures (including encryption, firewalls, restricted access and regular password changes, anti-virus software and backups to be stored securely in a separate location) are implemented in compliance with APP 11, 12, 13.

5.4 Survey results may only be used for internal research purposes, and only and within Research and Privacy guidelines. Any individual responses will be de-identified unless respondents consent to being identified to the client. Client agrees that any survey data provided (whether respondents are identified or de-identified) will only be used for internal research purposes and not for any other purpose, including but not limited to marketing or commercial purposes, under any circumstances.

6. FORCE MAJEURE

6.1 CSBA will do its utmost to deliver the agreed outputs in accordance with the timing quoted in the proposal but shall not be held liable for delays or other failure to perform its obligations occasioned by factors outside its control (including, by way of exampled only, postal or other communication delays, industrial disputes, fire or accident, governmental act or natural catastrophe).

7. ACCURACY

7.1 The client shall recognise that figures contained in the report are estimates derived from sample surveys carried out in accordance with accepted market research methods and as such are subject to limits of statistical error.

7.2 CSBA shall use its best endeavours to ensure the accuracy of the report but does not warrant the accuracy of any data provided, nor does it accept responsibility for any error contained in or any omission from the report or any loss direct or consequential arising there from.

8. TEST MATERIAL INDEMNITY

8.1 In the event that CSBA shall be commissioned to conduct a survey requiring respondents to examine, use or consume any materials including, by way of example only, food, drink or medications, the client shall indemnify CSBA against any action by anyone relating to the description, presentation, use or consumption of these materials, whether or not the client is the manufacturer, distributor or agent for such materials.

8.2 Client indemnifies and keeps indemnified CSBA against any and all legal and civil actions resulting from data supplied to CSBA by the Client in regard to the data being compliant with the Clients obligations of use of their customers data and Personal Information under relevant legislation in Australia including The Privacy Act (1988).

9. TERMS OF PAYMENT and LATE, RESCHEDULING and CANCELATION FEES

9.1 The proposal sets out the costs that are included in the fees charged to the client and those not included which will be charged at cost directly to the client.

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9.2 GST is excluded from the fees for the research but always shown separately on all invoices.

9.3 Unless stated to the contrary in the proposal the fee for the project shall be payable in two instalments as follows; 50% on the date of acceptance of the proposal and 50% on delivery of the final outputs.

9.4 If you must make a payment or do any other thing on or by a day that is not a business day you must make the payment or do the thing on or by the next business day.

9.5 RESCHEDULING AND CANCELLATION OF PROJECTS, AND LATE PROVISION OF DATA

These Terms shall apply unless an individual proposal specifically modifies them.

RESCHEDULING OF PROJECTS

Where a project is rescheduled by the client rescheduling will be in consultation with the client . Whilst every accommodation will be made with the client to reschedule at the client's earliest convenience it should be noted that in periods of high demand delays of up to 3 months from the original commencement date may arise.

CANCELLATION FEES

The following table of fees shall apply to cancelled projects.

a) Where a project is cancelled with 20 or more days' notice from the agreed commencement date no cancellation fee shall be payable.

b) Where a project is cancelled with greater than 7 but less than 20 days' notice, a cancellation fee of 50% of the total project fee shall be payable within 14 days of the original commencement date of the project.

c) Where a project is cancelled with 7 or less days' notice, a cancellation fee of 100% of the total project fee shall be payable within 14 days of the original commencement date of the project.

LATE PROVISION OF OR INCOMPLETE/INCORRECTLY FORMATTED DATA

Where sample data is required to complete Projects specified dates and volumes will be provided. Where data is not provided with the correct format or volumes this may result in reports being provided outside of agreed timelines. and/or based on less than agreed sample sizes. For ongoing surveys this may mean that data for a given month is not surveyed. Additional sample to makegood sample sizes in following months will incur additional fees.

Cancellation fees are not credited towards future projects.

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10. DEFAULT
    - 10.1 You will be in default if you do not pay us when money is due for payment or fail to comply with any other obligation under our business arrangements.
    - 10.2 If you are in default under our agreement we may send you a default notice. The notice will tell you what the default is and what you are required to do to correct the default. You will have 14 business days to rectify the default.
    - 10.3 If you do not comply with the default notice you become immediately liable to pay us all money owing with interest on that amount from the due date until payment at the rate of 12% per annum. In these circumstances, as title to the goods do not pass to you until we have been paid, we may repossess and sell the goods and apply the proceeds of the sale towards repayment of the money owed under the agreement.
    - 10.4 You also agree to pay on default all costs and expenses incurred in exercising our rights of recovery from you and the guarantor if any and indemnify us against any losses resulting from the default.
    - 10.5 You agree to sign documents or do all things necessary to perfect our rights under the agreement and appoint us as your attorney to sign any document or do anything that may reasonably be required to enforce our rights on default.

11. ENTIRE CONTRACT
    - 11.1 Any alterations to the specifications, as laid out in the proposal, will not be made to the contract unless proposed in writing by the party requesting the amendment and accepted in writing by the other party. These terms, together with the proposal and its acceptance, and to the extent that it is not modified by the code of professional behaviour of The Research Society, shall constitute the entire contract between CSBA and Client.
    - 11.2 CSBA conducts research in accordance with the codes of practice of the ADIA and ESOMAR.
    - 11.3 CSBA reserves the right to use tried and tested partners for fieldwork and data analysis as appropriate.

12. GST
    - 12.1 In these Terms references to “GST”, “supply” and “tax invoice” have the meaning given to those terms in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the term “GST” also includes any penalties or additional taxes imposed in relation to the GST payable in relation to the supply of services under these Terms.
    - 12.2 In relation to any GST paid by a party under these Terms, including any adjustment, the payee will provide the payer with a tax invoice.

13. WARRANTIES
    - 13.1 You represent and warrant to us that all information and representations that you, or any person acting on your behalf has given in connection with our transactions are true and correct and that you have not failed to disclose to us anything relevant to our decision to have dealings with you and that no court proceedings or disputes are current that may have an adverse effect on performing your obligations under this agreement.

14. CONFIDENTIALITY AND PRIVACY
    - 14.1 In these Terms & Conditions references to “Personal Information” and “the Privacy Act” have the meaning given to those terms in the Privacy Act 1988 (Cth).
    - 14.2 CSBA respects and upholds privacy rights under the Australian Privacy Principles contained in the Privacy Act. CSBA also adheres to the Privacy (Market and Social Research) Code (“Code”). For more information, please visit our website: www.csba.com.au/privacy_policy .

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14.3 The client acknowledges that Personal Information collected, used and disclosed by CSBA may be used for research purposes.

14.4 The contents of any proposal given to a client, including the particular methodology proposed, and the price, are confidential to the client and shall not be disclosed to third parties.

14.5 In the event that CSBA obtains Personal Information from a client commissioning a study, CSBA assumes that the client will ensure that the individual is aware that the client has supplied their Personal Information to CSBA and the reason; and of the details in clause 10 which apply to information we collect about them. The Client has sole responsibility to ensure that data supplied to CSBA complies with the Clients obligations of consent and privacy .

14.6 Each party must keep all information obtained pursuant to this contract confidential and shall only use information to fulfil its obligations under this contract.

14.7 This research is being conducted in keeping with the Australian Privacy Principles, the industry Privacy Code and the market research industry's Code of Professional Behaviour. For mystery shopping projects CSBA is obliged to inform you of your responsibility under these codes to inform your team members that mystery shopping projects may be conducted for training purposes.

15. DISPUTES

15.1 When a dispute arises between us you agree to comply with our dispute resolution process. To this end a party with a complaint against the other is first required to notify the other of the dispute by giving written notice specifying the nature of the dispute, the outcome required, and the action believed necessary under the circumstances that will assist both in settling the dispute.

15.2 Each party will then in good faith attempt to resolve the dispute by negotiation, and if the dispute in some aspect involves payment of money, the party withholding payment is required immediately upon receipt of the notice to deposit the disputed amount into a trust account with instructions pertaining to the release of funds. Undisputed amounts must be paid forthwith.

16. NOTICES

16.1 Notices must be in writing and be given personally, by Express or Registered Post with delivery confirmation, or email with receipt confirmation.

17. COMMENCEMENT/TERMINATION

17.1 This contract commences on the day of written acceptance and shall continue until formally terminated in writing. If there is no breach of the contract, the contract can be terminated upon 90 days notice in writing. If there is a breach of the contract, then the contract may be terminated provided notice of default is first given of the breach to the defaulting party and such breach remains remedied for 14 days after receipt of such notice. Where the client has breached a material term or condition CSBA may elect, in the alternative, to cease consulting until they are reasonably satisfied that the breach has been remedied by the client.

18. GOVERNING LAWS

18.1 These Terms will be governed by and construed according to the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the courts and tribunals exercising jurisdiction in that State.