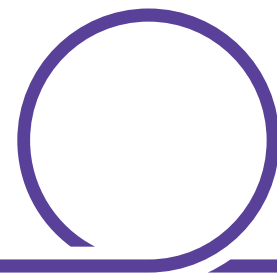




Appendix

Our terms and conditions

May 2019



1. Who we are

- 1.1 We are Legacy Foresight Limited, a company limited by shares and registered in England with company number 6044558 and our registered office is at Ashingate, Novington Lane, East Chiltington, Nr Lewes, East Sussex, BN7 3AU. Any reference to 'we', 'our' or 'us' refers to Legacy Foresight as well as to any of Legacy Foresight's employees, agents, or subcontractors.

2. Who you are

- 2.1 Whether we are providing our services to you alone or as part of a group of clients (a Consortium) you are our Client and these Terms and Conditions apply to you in their entirety.
- 2.2 When providing services to a Consortium we refer to each client within the Consortium as a 'Member' for the purposes of these Terms and Conditions.
- 2.3 It is not intended that a third party shall have the rights to enforce a provision pursuant to the Contracts (Rights of Third Parties) Act 1999.

3. Our Projects

- 3.1 All services that we provide, including the documented outputs of any of those services, whether one-off or continuous, whether working with a Consortium or an individual Client, are referred to as 'Projects'.
- 3.2 The nature, scope and requirements of each Project are set out in a 'Project Specification'.
- 3.3 Our agreement with each Client, whether as part of a Consortium or on an individual basis, incorporates both the relevant Project Specification and these Terms and Conditions.

- 3.4 These Terms and Conditions, unless otherwise agreed in writing (which includes fax and email), will apply in full to all future Projects.
- 3.5 If anything that we have agreed as part of a Project Specification conflicts with anything in these Terms and Conditions then the contents of the Project Specification will prevail.

4. How we work

- 4.1 We use a variety of research and analysis techniques in our Projects, including desk research, econometric modelling and forecasting, qualitative and quantitative consumer research, charity case studies, convening expert panels and the facilitation of Client workshops.
- 4.2 To inform our analysis, we draw on a wide range of information, including publicly available reports and statistics, conversations with industry experts, data owned and supplied by charities themselves and original consumer research.
- 4.3 We always try to ensure that the data we use to draw our conclusions is accurate and consistent. However, we cannot always guarantee that, particularly when using publicly available data or the data provided by Clients or any other organisations.
- 4.4 Any conclusions or recommendations made by us are our own opinions and conclusions based on variable assumptions used in the fields of market research, mathematical modelling and forecasting. Provided that any opinions and conclusions are given using the best of our experience and knowledge, we cannot be held responsible or liable for any damage or loss or for the consequences of any actions taken by the Client in each case as a result of the Client relying on the Project findings or outcomes.

5. Membership and management of a Consortium

- 5.1 Consortiums are based on a combined interest in the outcomes of a Project and Members working together to share their knowledge, data and the costs of the Project.
- 5.2 On most Consortium Projects we work with a 'Steering Group'.
- 5.3 A Steering Group will be made up of a mix of individuals from the Members as well as, possibly, industry experts.
- 5.4 The individuals on the Steering Group are chosen by us to reflect the number and mix of Members and the combined objectives of the Consortium.
- 5.5 We will decide on the appropriate size and mix of each Steering Group giving reasonable consideration to the requests from Members.
- 5.6 The role of the Steering Group is to oversee the direction of the Project, provide feedback and suggestions on the work as it develops, assure the quality of outputs on behalf of the Consortium and to agree on the final dissemination of findings to the Consortium and in any summary reports to be made publicly available.
- 5.7 The minutes of Steering Group meetings are made available to all Members of the Consortium and otherwise as directed by the Steering Group.
- 5.8 The recommendations and opinions of the Steering Group are intended to provide us with an indication of the best ways to achieve the Consortium's combined objectives and we will always try to follow and rely on such recommendations, feedback and guidance

of the Steering Group as being those of each Member. However, we reserve the right not to follow any recommendations or guidance from the Steering Group if, in our reasonable opinion following consultation with the Steering Group and the Members, we believe that such instructions or guidance do not represent the best interests of the Consortium or prejudice our interests or the interests of one or more Members in respect of the Project.

- 5.9 In the event that we decide, for whatever reason, not follow any recommendation or guidance from the Steering Group we will work with the Steering Group and the Members to find a suitable solution and to address any concerns that we have in achieving the Consortium's objectives, including making changes to the Steering Group if necessary.
- 5.10 If we, in consultation with the Steering Group, believe that a Member is not cooperating with the Consortium, by for example but not limited to, failing or refusing to provide information or data that would benefit the outcomes of the Project or through delay or failure to pay our costs or expenses, then we will decide on that Member's continued participation in the Consortium and what, if any, benefit that Member shall continue to enjoy from the Project. We will work with the Steering Group to consider the continued approach and costs of the Project going forward.

6. Confidentiality and data management

- 6.1 The provision of our services is based on the collection, collation and interpretation of data whether public data, data from Clients or data obtained by us or on our behalf.
- 6.2 All data collected from you, unless otherwise in the public domain or it comes to us from another legitimate source, shall belong to you and shall be treated in confidence. We will only use your data for the purpose of producing aggregated market trends, and for comparing individual Clients' performance against those trends.
- 6.3 Unless you specifically agree, whether through the Project Specification or otherwise in writing, we will never identify the data that belongs to you to any other third party. Any data that you provide to us for the purposes of informing our analysis or otherwise assisting with a Project will only ever be shared in aggregated form unless you agree otherwise.
- 6.4 When doing forecasting and consultancy work with current Consortium Members we draw on the full range of benchmarking results which are available to all Consortium Members through Project reports and websites.
- 6.5 In order to provide all of our Clients with the widest and best possible analysis, we draw on totals and averages obtained from all of our Clients, unless a particular Client or Steering Group object to their anonymised data being used for such wider purposes.
- 6.6 The sharing of Members' data with non-Members on an anonymised basis is done with the intention of assisting the understanding and development of the charitable sector.
- 6.7 When collecting proprietary data from our Clients, we will specify what data is required, along with clear data definitions and a data template as well as providing guidance and advice on data extraction.
- 6.8 In order to carry out Projects effectively, we need Clients to supply their data, along with any clarification and guidance, in an appropriate form and within the agreed timescales.

- 6.9 If a Member of a Consortium does not provide their data in an appropriate format within the timescales that we stipulate then, in order to advance the Project for the Consortium, we will estimate such data or exclude it from our analysis.
- 6.10 If we research your charity as a best practice case study, we will ask you to sign off your case study report before it is shared with the Consortium. You are entitled to use your own case study report in subsequent marketing and communications to supporters or the general public if appropriate.

7. Personal Data

- 7.1 We will occasionally ask you to provide us with the Personal Data of some of your donors or their family and friends for the purposes of us conducting market research and case studies. You are not obliged to supply such Personal Data and such Personal Data may only be provided if you are able to do so in a way which is compliant with the GDPR (as defined below).
- 7.2 If we request such Personal Data then we will:
- 7.2.1 only request that you provide us with sufficient personal data to allow us to make contact with that individual;
 - 7.2.2 be a data controller of such personal data and not your processor;
 - 7.2.3 use the personal information only for the purposes of recruiting that individual, whether directly or through a recruiter, to participate in market research; and
 - 7.2.4 only store and process any such data in accordance with any applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”).
- 7.3 Details of how we store and process any Personal Data are explained in a Privacy Notice, which is published on the Legacy Foresight website (www.legacyforesight.co.uk) and updated from time to time. The current version is available on request.
- 7.4 When you provide us with the Personal Data of any of your donors or their family and friends you warrant to us that:
- 7.4.1 you have the individuals’ informed consent or some other lawful authority to provide us such personal data;
 - 7.4.2 that you have explained to the individuals, whether at the time of obtaining consent or prior to sending it to us, the purpose of which we will use their personal data;
 - 7.4.3 that such Personal Data is accurate; and
 - 7.4.4 that, in obtaining, processing such personal data to use you have complied with all applicable data protection laws, including but not limited to the GDPR.
- 7.5 When we, or a third party on our behalf, obtain the Personal Data of an individual for the purposes of market research and case studies, we will ensure that we do so in a manner that complies with the applicable data protection laws and we will only share such Personal Data with you if we have the consent of that individual or some other lawful purpose to do so and only ever in accordance with the data protection laws as they apply in England.

- 7.6 Inevitably, we will need to hold and process the Personal Data of your employees and agents in order to provide our services. In providing us with the personal details of such individuals you warrant to us that you have done so with their consent or with some other lawful purpose and in compliance with all relevant laws relating to data protection and that we can process these for the purposes of providing our services to you.
- 7.7 As part of our services to you as the Client, whether in relation to a specific Project or more generally, we will use such individuals' Personal Data in order to provide reports on or access to a Project's progress or findings, to provide newsletters and to propose future Projects. You warrant to us that each individual consents to receiving such correspondence from us, normally by email but possibly in writing or over the phone. As well as considering the above to be part of our services to you we also consider that we have a legitimate interest in sending such correspondence to your individual employees and agents.
- 7.8 We are registered with the Information Commissioners Office as a Market Research/ Research Organisation with the registration reference ZA145723 and can provide more details about how we handle Personal Data on request.

8. Intellectual Property

- 8.1 The intellectual property rights in any data supplied by a Client remain with that Client, whether or not such data is shared with the Consortium but shall be licenced to us and, if shared with a Consortium, to such relevant Members, irrevocably and on a royalty-free basis without any further right to grant a sub-licence.
- 8.2 The intellectual property rights in the reports, outcomes and findings of any Project, as well as the methods and know how used by us in order to reach such outcomes and findings shall, at all times, remain our property but subject to our duties to Clients to keep their data confidential. Reports, outcomes and findings are shared with Clients and we grant to each Client a non-exclusive, worldwide, perpetual and royalty-free licence to use the reports, outcomes and findings of any Project for their sole use and benefit.
- 8.3 Unless we otherwise agree in writing, you can only disclose the outcomes of any Project with such of your professional advisers, auditors, consultants and subcontractors (**Advisers**):
- 8.3.1 as is reasonable in order to meet your reasonable objectives;
 - 8.3.2 for the purpose of such Advisers providing services to you; and
 - 8.3.3 only if that Adviser owes you a duty of confidentiality that reasonably protects the intellectual property rights and confidentiality in relation to the reports, outcomes and findings; and
 - 8.3.4 you indemnify us for any losses that we might suffer as a result of you disclosing the reports, outcomes and findings of any Project to any such Advisers.

9. When our agreement needs to come to an end or to be changed

- 9.1 We will normally state timings for a Project in the Project Specification, including how long the Project will last unless extended and how much notice we and a Client has to give to end a Project early (if applicable).
- 9.2 If the Project Specification doesn't state such timings then either you as the Client, or we, can terminate a Project on six months' notice in writing.
- 9.3 If you terminate this agreement before the end of a Project and earlier than envisaged in the Project Specification, then we may still charge you for the price of the full Project as stated in the Project Specification.
- 9.4 Our agreement, as set out in the Project Specification and these Terms and Conditions, cannot be changed unless we agree in writing.
- 9.5 Neither you nor we shall assign or transfer, or try to assign or transfer, any of its rights, benefits or obligations under our agreement without the prior written consent of the other.
- 9.6 If we do not enforce any term of our agreement or any right that arises from the agreement, it is not a waiver of that term or right unless we state that it is in writing. It also will not stop us from enforcing that right at any time in the future.
- 9.7 If any term of our agreement is found by any court or other proper authority to be invalid, unlawful or otherwise unenforceable then that part of our agreement will not apply but the rest of our agreement will remain fully in force.
- 9.8 Our entire agreement with you is set out in the Project Specification and these Terms and Conditions. Other than in a case of fraudulent misrepresentation, nothing that either you or we have said has been relied upon as a representation, warranty or undertaking by the other unless it is set out in our agreement.

10. Our Costs and Payments

- 10.1 When we invoice each Client will depend on the Project and will normally be set out in the Project Specification.
- 10.2 Invoices are payable on receipt and, in any event, within 30 days of the date of the invoice.
- 10.3 We need payment to be prompt in order to progress Projects, particularly, for a Consortium and, as such, prompt payment is at the essence of this agreement.
- 10.4 If we have not received payment within 30 days of the date of invoice then we may refuse to provide any outcomes or further services to any Client that is in arrears.

11. What happens if we disagree or things go wrong

- 11.1 We do everything that we can to deliver our Projects completely, to the highest standard and on time. However, sometimes things happen that are beyond our control. Such events include but are not limited to: natural disasters including acts of God, or flooding; terrorist attack; your actions as a Client; or the actions of a third party. When such events happen, we will do what we can to adjust to such events but we will not be liable to you for any failings in the Project, any loss that you suffer or in the event that the Project cannot be completed at all.

- 11.2 You will do everything you can to perform your obligations under the Project. However, sometimes things happen that are beyond your control. Such events include but are not limited to: natural disasters including acts of God, or flooding; terrorist attack; or the actions of a third party. When such events happen, you will do what you can to adjust to such events but you will not be liable to us for any failings in your obligations under the Project.
- 11.3 Other than the events listed in 11.1 or in the event of us causing personal injury or death, if we get something wrong we will only be liable to you for the fees that you have paid to us in respect of the relevant Project in the 12 months preceding the date on which our liability arose and we will only be liable for direct losses and not for any consequential or indirect losses.
- 11.4 If we and you cannot agree on any aspect of our agreement following discussions and negotiations then both parties shall enter into a mediation process and shall work together to choose a suitable mediator or, if agreement cannot be reached for the mediator, the National Council for Voluntary Organisations shall select a suitable mediator and their selection shall be binding on both parties.
- 11.5 This agreement shall be governed by and construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.