

SmartSurvey Invoice

UK Health Security Agency
Manor Farm Road
Porton Down
Salisbury
SP4 0JG
UK

Invoice Date

[REDACTED]

Account Number

[REDACTED]

Invoice Number

[REDACTED]

Reference

[REDACTED]

VAT Number

[REDACTED]

SmartSurvey Limited, Unit
23, Basepoint Business
Centre, Oakfield Close,
Tewkesbury,
Gloucestershire, GL20
8SD, UK

Description	Quantity	Unit Price	VAT	Amount GBP
Annual subscription to SmartSurvey Enterprise team. 50 user Enterprise bundle. Account number [REDACTED] Renewal date [REDACTED]	1.00	30,000.00	20%	30,000.00
Subtotal				30,000.00
TOTAL VAT 20%				6,000.00
TOTAL GBP				36,000.00

Due Date:

[REDACTED]

Payment Advice

Cheque payments to be made for [REDACTED] or pay by bank transfer to:

Payment Reference: Invoice Number

[REDACTED]

IBAN Number:

[REDACTED]

BIC Code:

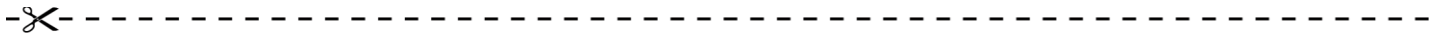
[REDACTED]

Terms:

- Please use your invoice number as a reference when making your payment.
- Our terms of payment are strictly 30 days from date of invoice.
- We understand and will exercise our statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.
- We accept purchase orders subject to our Terms of Use applying to the transaction (our Terms of Use can be found on: <https://www.smartsurvey.co.uk/terms-of-use>). Your sending of payment to SmartSurvey Ltd as well as use of our service constitutes acceptance of our Terms of Use. Any variations must be sent to [REDACTED] for approval and is subject always to the approval of SmartSurvey's legal team.



[View and pay online now](#)



PAYMENT ADVICE

To: SmartSurvey Limited, Unit 23, Basepoint Business Centre, Oakfield Close, Tewkesbury,
Gloucestershire, GL20 8SD, UK

Customer UK Health Security Agency
Account Number [REDACTED]
Invoice Number [REDACTED]
Amount Due 36,000.00
Due Date [REDACTED]
Amount Enclosed

Enter the amount you are paying above

(1) Definitions

“Use” or “Using” means your use of this site in any form including but not limited to signing up/ registering for any account with SmartSurvey, or by browsing the website www.smartsurvey.co.uk.

“Service”, “Services” or “SERVICES” means any service (or services) which SmartSurvey provides for You.

“Customer” or “You” means you as the individual user of the Service, or if using on behalf of an organisation then “You” shall be taken to mean that particular organisation.

“Your” means belonging to or associated with You.

“Terms” or “Terms of Use” means these terms of use.

“Fees for Services” means the fees which SmartSurvey charges you for your Use of the Service. This is either expressed by a quote rendered by SmartSurvey or by you signing up to a Paid Account with SmartSurvey.

“Taxes” means any taxes which are due as a result of You Using the Service. Please note that SmartSurvey will charge You VAT (if applicable) at 20%, on any amount you pay for the Service, in accordance to the laws of England & Wales, including the Value Added Tax Act 1994 (as amended).

“SmartSurvey” or “Us” means SmartSurvey Ltd (Company number 04885155) which has its registered office address at Basepoint Business Centre Oakfield Close, Tewkesbury Business Park, Tewkesbury, Gloucestershire, GL20 8SD. SmartSurvey reserves the right to change its registered office address at any time providing it does not affect the Service.

“Subscription Period” means the period of subscription, beginning from the date You sign up to or upgrade to a Paid Account and will continue until You cancel the renewal in accordance to the conditions laid out in clause 6.2 or 6.3 as applicable to Your payment method.

“Legacy Account” means a paid account with a Subscription Period beginning on or prior to the 11th August 2019.

“Basic Account” means An account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Basic”, showing its features and price.

“Professional Account” means an account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Professional”, showing its features and price.

“Business Account” means an account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Business”, showing its features and price.

“Enterprise Account” means an account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Enterprise”, showing its features and price.

“Business Team Account” means an account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Business Team”, showing its features and price.

“Enterprise Team Account” means an account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Enterprise Team”, showing its features and price.

“Enterprise Plus Account” means an account described in the SmartSurvey website (<https://www.smartsurvey.co.uk/pricing#pricingFAQ>) under the heading “Enterprise Plus”, showing its features and price.

“Paid Account” means an account which You pay for; this means all SmartSurvey accounts except for a Basic Account.

“Consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession

“Intellectual Property Rights” means trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, inventions, know-how, trade secrets, and other intangible proprietary information, whether registered or unregistered, globally.

“Data Protection Laws” means the Data Protection Act 2018 and all future laws and regulations in the United Kingdom that will come into effect, when they come into effect, including but not limited to the General Data Protection Regulation (REGULATION (EU) 2016/679) or its equivalent United Kingdom legislation.

“Personal Data” shall have the same meaning as that of the applicable Data Protection Laws.

“Service IP Rights” means any and all source code, object code and software provided for in the Service by SmartSurvey.

“Confidential Information” means any data or information that belongs to SmartSurvey and is not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the User, whenever and however disclosed, including, but not limited to:

- (i) any marketing strategies, plans, prototypes, development plans, test programmes, financial information, projections, operations, sales estimates, business plans, future business plans and performance results relating to the past, present or future business activities;
- (ii) plans for products or services, customer list and supplier lists;
- (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

- (iv) any concepts, reports, data (unless that data belongs to the User), know-how, works-in-progress, designs, development tools, specifications, computer software, mobile technology software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (v) any document or communication which is orally said to be “confidential information” or bears a designation of the word/words “Confidential”, “Proprietary” or a similar designation which can reasonably be interpreted to communicate commercially sensitive information;
- (vi) any information generated by the Receiving Party that contains, reflects, or is derived from any of the above mentioned sub clauses under the definition of “Confidential Information” ((i) – (v)).
- (vii) any other information that should reasonably be recognised as confidential information by a reasonably prudent person.

“Gross Negligence” means failure to use even slight care or conduct that is so careless as to show complete disregard for the rights of others.

“Standard Contractual Clauses” means the agreement which can be found on the following link:

https://www.smartsurvey.co.uk/assets/files/SmartSurvey_SCC_with_EEA_Customers.pdf

(2) Acceptance of terms

The Services that SmartSurvey may provide to you are subject to the following Terms of Use. Your Use of the Service constitutes acceptance of these Terms of Use.

Any variations contained in this document only apply for the duration of You subscribing to an Enterprise Account and only for accounts that are on Enterprise Account. If your subscription subsequently ends, your account is downgraded or terminated, then SmartSurvey’s standard Terms of Use will apply (these can be found on: <https://www.smartsurvey.co.uk/terms-of-use>).

(2.A) Acknowledgements

The Customer (having the SmartSurvey account number: 333534) has ordered the “Annual subscription to SmartSurvey Enterprise Team, 50 user Enterprise bundle” for the total amount of £30,000 (+VAT). This was invoiced to the Customer (invoice number: INV-18835) and was subsequently paid by the Customer on the 12th April 2022.

(3) Changes & Updates to Terms of Use

SmartSurvey reserves the right to update or change these Terms of Use at any time by giving you a notice by email. SmartSurvey may change or update for a variety of reasons, for example, to comply with legal changes, improve the Service, make changes to the Services or due to legal/compliance considerations and mitigating our risk.

(4) Fees

- 4.1 You will pay the Fees for Services of a Paid Account that you sign up to in accordance to the prices advertised on our pricing page (<https://www.smartsurvey.co.uk/pricing>) . If you sign up to an

Enterprise Team Account, Enterprise Plus Account or Enterprise Account with SmartSurvey then the Fees for Services will be agreed between SmartSurvey and you separately for each Subscription Period.

- 4.2 SmartSurvey reserves the right to change the Fees for Services at any time by any amount, however, such changes will not affect the Fees for Services in a Subscription Period for which you have already entered and paid for. If SmartSurvey does alter the Fees for Services, they will not affect You until you enter a new Subscription Period.
- 4.3 All Fees for Services are subject to VAT which is currently charged at 20%.
- 4.4 If and with our agreement, you pay by another other method that is not stipulated under 4.1 (for example by raising a purchase order or as part of your procurement process require an invoice prior to payment), You agree that all payments made to SmartSurvey must be done in advance of the Service being provided to you, unless you are a Basic Account holder.
- 4.5 If You have a Legacy Account and clause 6.2 applies to You, the price for the Subscription Period will be the same as the price of the date you began the Subscription Period (or in the event of renewal, the price of that renewal) unless and until You downgrade, terminate Your account or change Your account type. In the event You downgrade, terminate Your account or change Your account type, Your Legacy Account will cease to exist and You may then only sign up to a SmartSurvey account for the price (as displayed on the webpage: <https://www.smartsurvey.co.uk/pricing>) corresponding to the account type You subscribe to.

(5) Taxes

You are liable for paying all Taxes arising out of your purchase or Use of the Service. SmartSurvey will charge You VAT (if applicable) at 20%, on any amount you pay for the Service, in accordance to the laws of England & Wales, including the Value Added Tax Act 1994 (as amended).

(6) Billing

- 6.1 Depending on how You pay for the Fees for Services for the particular account You hold, either clause 6.2 or 6.3 will apply. Clause 6.2 will apply to Your account if You pay the Fees for Services for that account using the SmartSurvey website (and by extension its third-party payment processor). Clause 6.3 will apply to Your account if You pay for the Fees for Services by raising a purchase order and/or paying an invoice directly without using the SmartSurvey website.
- 6.2 This clause shall govern (to the exclusion of 6.3) if You pay the Fees for Services using the SmartSurvey website (and by extension its third-party payment processor).

If You are subscribing for a Paid Account, then You must pay during the signing up to, or during the upgrading of, Your account. You will via the SmartSurvey website be able to select a monthly or annual Subscription Period. If You select a free trial of any Paid Account, this will automatically expire after 14 days and downgrade to a Basic Account, in which case no payment will be due.

The Subscription Period will be on a recurring basis until cancelled by You. If You are on a monthly Subscription Period, You may cancel Your subscription for that account by using the SmartSurvey website, but must do so at least 1 day before the Subscription Period expires. If You are on an annual Subscription Period, then You must cancel by using the SmartSurvey website account downgrade or

account termination features by raising a support ticket informing SmartSurvey of Your cancellation, or by emailing renewals@smartsurvey.co.uk informing SmartSurvey of Your cancellation, at least 31 days before the end of the Subscription Period.

6.3 This clause shall govern (to the exclusion of 6.2) if You pay for the Fees for Services by raising a purchase order and/or paying an invoice directly without using the SmartSurvey website.

If You are subscribing for a Paid Account, then You must pay prior to the Service being provided to You. Your Subscription Period will be annual and automatically renew after the end of each annual Subscription Period. You may cancel the renewal of Your Subscription Period by using the SmartSurvey website account downgrade or account termination features, by raising a support ticket informing SmartSurvey of Your cancellation or by emailing renewals@smartsurvey.co.uk informing SmartSurvey of Your cancellation, at least 31 days before the end of the Subscription Period.

The payment terms are 30 days from the date of invoice that SmartSurvey sends You.

(7) How To Cancel Your Subscription

To cancel Your subscription please login to Your account and click 'Downgrade Account', this will stop any further charges.

(8) Basic Account Users - Information

If You have a Basic Account, SmartSurvey may delete your Basic Account at any time by giving You a one-week notice.

SmartSurvey is under no obligation to store or continue to store any information or data You have stored on Your account or any survey results You have obtained. The same applies to You if You previously had a Paid Account which was subsequently downgraded to a Basic Account as a result of You not renewing Your Billing Period.

(9) Effects of downgrading

If Your account is downgraded from a Paid Account to a Basic Account you may lose data, content, features or capacity. SmartSurvey is not responsible for any data loss, content loss, feature loss or any other loss whatsoever as a result of a Paid Account downgrade.

Note that a Paid Account may be downgraded by You not paying the Fees for Services.

(10) Decline to Providing Services

SmartSurvey reserves the right to decline or rescind any order You have made for Services. Non- acceptance of orders may result from SmartSurvey's inability to obtain authorisation for your payment, the identification of a pricing or product description error, or your failure to comply with the Terms of Use.

(11) Refunds and Cancellation

- 11.1 If You are a Consumer and are located in the EU (or UK) You are entitled to cancel your agreement with SmartSurvey and obtain a refund within 14 calendar days of ordering the Service. Please click here to access the Cancellation Form (<https://www.smartsurvey.co.uk/account-cancellation>). Alternatively, You may request the Cancellation Form be sent to You by email, please email us at support@smartsurvey.co.uk to receive it. If You are successful in obtaining Your refund, Your account will be downgraded to a Basic Account shortly thereafter. We will refund You the amount you have paid for the Billing Period in the same method that you used to pay, unless both SmartSurvey and You agree otherwise.
- 11.2 If you are not a Consumer, then unfortunately SmartSurvey cannot offer you a refund. We encourage You to try our free trial and/or the Basic Account to get a good understanding of SmartSurvey's capabilities.

(12) Conduct and Responsibilities

- 12.1 We expect our Users to exercise good manners and consideration when using SmartSurvey. You are solely responsible for all content You publish in connection with the Service. SmartSurvey accepts no responsibility for any consequences incurred by the Use of the site, or for any of the content added by its Users.
- 12.2 SmartSurvey does not accept any responsibility for arrangements made between the Users or parties concerned Using the Service and cannot act as an intermediary. SmartSurvey does not vet or assess the integrity of its Users, if you collaborate with Users of the Service you do so solely at 100% of your own risk, as such SmartSurvey will not be liable for your collaboration with other Users or third parties in connection to the Service.
- 12.3 You are expressly prohibited from and agree not to:
- 12.3.1. Use the Service in a way which competes with SmartSurvey;
 - 12.3.2. Scan or test the vulnerability of the Service or of SmartSurvey's network;
 - 12.3.3. Deny access to other Users;
 - 12.3.4. Reverse engineer any part of the Service or of SmartSurvey's Service IP Rights;
 - 12.3.5. Transmit or allow the transmission (by linking or otherwise) of any cyber security threat including but not limited to viruses, trojans, malware, worms, spyware, scareware, keylogger, backdoor, adware, wabbits, exploit software, dropper, dialer, botnet, illegitimate anti-virus, SQL injection, or any other malicious software;
 - 12.3.6. Carry out or facilitate a Distributed Denial of Service attack (DDoS);
 - 12.3.7. Commit an unlawful activity or infringe the Intellectual Property Rights of SmartSurvey or any other third party;
 - 12.3.8. Resell, distribute, act as an agent or lease the Service without the permission of SmartSurvey;
 - 12.3.9. Distribute, upload or publish anything that is considered SPAM; use your account in a manner that breaches our Anti-SPAM & Email Sending Policy (please see our Anti-SPAM & Email Sending Policy here: <https://www.smartsurvey.co.uk/anti-spam-policy>); distribute,

upload or publish anything that is considered defamatory, libellous, pornographic, obscene or abusive, promotes hatred, violence or illegal conduct or that otherwise violates any law or the rights of another in any jurisdiction.

- 12.3.10. Use the Service in a manner which is excessive or against the interests of other Users;
- 12.3.11. Use the Intellectual Property Rights of any third party without the proper permission of the rights holder; or,
- 12.3.12. Allow multiple users to use the same account without SmartSurvey's written agreement. Only one user is permitted for each account, unless otherwise agreed in writing by SmartSurvey.

12.4 If in the reasonable opinion of SmartSurvey, You undertake any of the prohibitions mentioned above at clause 12.3 of the Terms of Use, SmartSurvey may undertake any or all of the appropriate actions:

- 12.4.1. Inform the police or appropriate local authorities;
- 12.4.2. Delete, move, or edit content that violates;
- 12.4.3. Terminate your account and these Terms with you, without offering any refunds whatsoever; and/or,
- 12.4.4. Block your access from opening another account with SmartSurvey in the future.

(13) Downtime

Please note that SmartSurvey reserves the right to schedule downtime of the Service for maintenance, repairs and service improvements - this will be done during non-business hours and you will be provided notice of at least 7 days.

(14) Location of Services as Supplied

SmartSurvey provides you the Service from the United Kingdom (its principal place of business) - you agree to take up all requisite licences and agree to comply with any laws that apply to you regarding trading with SmartSurvey from its principal place of business.

(15) Data Backup

SmartSurvey is not responsible for data loss or corruption of any data You or Your survey respondents store with SmartSurvey. You are responsible for maintaining, protecting and backing up of all of Your data. You are further highly recommended to make regular backups of Your data.

(16) Data Protection

- 16.1 SmartSurvey will at all times comply with the Data Protection Laws. For more information on how we protect the User's data please see our Privacy Policy [here](#)

(<https://www.smartsurvey.co.uk/privacy-policy>). While the Privacy Policy does not form a part of these Terms, they do indicate how SmartSurvey operates, we may in some circumstances impute the Privacy Policy into these Terms if You ask us to and we expressly agree to this in writing.

- 16.2 SmartSurvey acts as a data processor for all data the User or survey respondents store and save by Using the Service. This means that You are responsible as a data controller for ensuring that You have a legal basis for obtaining and storing the data we hold on Your behalf and fully comply with Your obligations under the Data Protection Laws.
- 16.3 SmartSurvey acts as data controller for any Personal Data which You store in Your account with SmartSurvey (for example your name, address and credit card information etc.) about yourself whether You are Using the Service in a personal capacity, professional capacity or on behalf of Your organisation.
- 16.4 SmartSurvey will only process Your Personal Data held in Your account in order to provide You with the Service.
- 16.5 SmartSurvey will at all times maintain appropriate physical and organisational measures to protect Personal Data belonging to You and ensure it is secure.
- 16.6 SmartSurvey will at all times limit access of Your Personal Data to its employees that have signed appropriate confidentiality agreements.
- 16.7 SmartSurvey will give You notice without undue delay of becoming aware of a Personal Data breach (as defined by Data Protection Laws) and will cooperate with You as necessary in order for You to make the appropriate notifications. SmartSurvey will not disclose any Personal Data breach to a third party (which is not affiliated with You) without Your consent, unless it is demanded by a regulator, order of court or any other applicable legal requirements which require the disclosure of that Personal Data breach.
- 16.8 SmartSurvey will not use or disclose Your Personal Data unless it is required for providing the Service or if You agree with a particular use or disclosure.
- 16.9 In the event that SmartSurvey transfers any of Your Personal Data to a country outside the EEA, which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Laws, then SmartSurvey will transfer subject only to an appropriate safeguard, including where necessary entering into the Standard Contractual Clauses.
- 16.10 You give SmartSurvey consent to engage its subprocessors to process Your Personal Data on our behalf in order for us to provide You with the Service. For a full list of all of the subprocessors we use please see the page: <https://www.smartsurvey.co.uk/sub-processors>.
- 16.11 SmartSurvey will inform You before allowing another subprocessor to process Your Personal Data, You will then have 10 days to object to the subprocessor otherwise You would be deemed to accept that subprocessor. If You object to the new subprocessor, You will have the right to terminate these Terms of Use with a notice period determined by SmartSurvey without prejudice to any other rights You have under the law. When You object You will be able to terminate Your SmartSurvey account and delete all Personal Data we process on Your behalf, this will not however entitle You to a refund (or allow Your refusal to pay) for any amount of the Fees for Services.
- 16.12 SmartSurvey shall enter into appropriate written agreements with all of its subprocessors on terms corresponding to the data protection provisions of these Terms of Use.

- 16.13 SmartSurvey will remain liable to You for the non-performance of the subprocessors' obligations, subject always to the limitations set out in clauses 19, 20 and 21 of the Terms of Use.
- 16.14 SmartSurvey by virtue of clause 16.1 agrees to make available to You as data controller, all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by Your organisation or another auditor mandated by your organisation.
- 16.15 The types and categories of Personal Data are Your account information which you input as part of the sign-up process, any other data You store in Your account and data which your survey respondents put into the survey responses You collect from them using the Service and any information our cookies collect as part of the Service from You or Survey Respondents.
- 16.16 The purpose of the processing is to enable SmartSurvey to carry out its duties under these Terms (which form the subject matter of the processing) and the duration of the processing shall be until Your account is terminated or that data is deleted from Your account.
- 16.17 The nature of processing involves the storage, transmission, transferring, retrieval, organisation and structuring. The nature may also be erasure where You have deleted personal data from Your account or where you ask us to do so.
- 16.18 SmartSurvey agrees that it will contact the account holder (or any other person designated by the account holder) if You are subscribed to a Paid Account, in order to inform You of Your contract period coming to an end, to engage with You to determine whether You may make use out of additional features of the Service by means of upgrading or otherwise, or to engage with You to determine how Your use of the Service is progressing in general. SmartSurvey reserves the right not to perform this obligation if it does not wish to do so and this clause may only be exercised at SmartSurvey's sole discretion.
- 16.19 If the UK withdraws from the European Union without an agreement for the UK being conferred an adequacy decision by the EU Commission (pursuant to Article 45, GDPR), failing that, an absence of any "appropriate safeguards" applying (other than the Clauses) for the transfer of personal data as specified under Chapter V of the GDPR, then SmartSurvey agrees to enter into the Standard Contractual Clauses with You providing that You are transferring Personal Data using the Service from the EEA to the UK.

(17) Confidentiality

- 17.1 You acknowledge that in and as a result of Using the Service, You may be making use of, acquiring Confidential Information of SmartSurvey. Any Confidential Information is agreed to be the exclusive property of SmartSurvey.
- 17.2 You agree not to use any Confidential Information pertaining to SmartSurvey and not to communicate any Confidential Information to any other party without the express and written permission of SmartSurvey. This clause shall survive the termination or expiration of these Terms.
- 17.3 You agree that, upon request of SmartSurvey or upon termination or expiration of these Terms, as the case may be, You will turn over to SmartSurvey or permanently erase all Confidential Information belonging to SmartSurvey.

(18) Force Majeure

You expressly agree that SmartSurvey shall not be liable for any consequences arising out of or in connection to any act, event, omission or accident beyond the reasonable control of SmartSurvey (including without limitation, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, failure of any telecommunications, failure of the internet, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant machinery or equipment, fire, flood or storm).

(19) Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW SMARTSURVEYS'S ENTIRE LIABILITY TO YOU SHALL BE LIMITED TO A MAXIMUM OF 110% OF THE CHARGES PAID TO SMARTSURVEY FOR ITS PERFORMANCE OF THE SERVICES.

(20) SmartSurvey's Negligence

20.1 Subject to clause 38 of the Terms, in no event will SmartSurvey's entire liability to You exceed 110% of the Fees for Services You have paid to SmartSurvey or have yet to pay SmartSurvey under contract (as the case may be), for any loss to You or any third party you are responsible for, arising out of or in connection to SmartSurvey's breach of these Terms, this includes but is not limited to any and all damages for SmartSurvey's (or its sub-contractors', agents' or employees') negligent acts or omissions which leads to a breach of these Terms, whether such breach was singular or in the aggregate, such damages include (but are not limited to) the following:

- 20.1.1 Loss of anticipated savings;
- 20.1.2 Loss of production;
- 20.1.3 Loss of revenue;
- 20.1.4 Business interruption;
- 20.1.5 Increased cost of working;
- 20.1.6 Damage to, or resulting from changes to, Your reputation;
- 20.1.7 The costs and expenses incurred by You in finding and using replacement services to the Service;
- 20.1.8 The costs and expenses in reconstituting lost or corrupted data;
- 20.1.9 The costs and expenses of implementing and performing workarounds following a Service failure;
- 20.1.10 Breach of Data Protection Laws;
- 20.1.11 Losses incurred by You arising out of or in connection to any claim, demand, fine, penalty, investigation or proceeding from a third party (whether that third party is Your customer, a regulator, a sub-contractor, your employee, or a survey respondent) against You, caused by the act or omission of SmartSurvey (or its sub-contractors, agents or employees'); or,

- 20.1.12 Any other indirect, injured reputation, speculative, liquidated, quantum meruit, special, disappointment, incidental, consequential, punitive or exemplary damages.

(21) SmartSurvey's Gross Negligence

- 21.1 Subject to clause 38 of the Terms, if SmartSurvey is found liable to You due to Gross Negligence, then in no event will SmartSurvey's entire liability to you exceed 130% of the Fees for Services you have paid to SmartSurvey or have yet to pay SmartSurvey under contract (as the case may be) for any loss to You arising out of or in connection to SmartSurvey's breach of these Terms. This includes but is not limited to any and all damages for SmartSurvey's (or its sub-contractors', agents' or

employees') deliberate breaches of these Terms or defective performance, whether such breach or defective performance was singular or in the aggregate, such damages include (but are not limited to) the following:

- 21.1.1 Loss of anticipated savings;
- 21.1.2 Loss of production;
- 21.1.3 Loss of revenue;
- 21.1.4 Business interruption;
- 21.1.5 Increased cost of working;
- 21.1.6 Damage to, or resulting from changes to, Your reputation;
- 21.1.7 The costs and expenses incurred by You in finding and using replacement services to the Service;
- 21.1.8 The costs and expenses in reconstituting lost or corrupted data;
- 21.1.9 The costs and expenses of implementing and performing workarounds following a Service failure;
- 21.1.10 Breach of Data Protection Laws;
- 21.1.11 Losses incurred by You arising out of or in connection to any claim, demand, fine, penalty, investigation or proceeding from a third party (whether that third party is Your customer, a regulator, a sub-contractor, your employee, or a survey respondent) against You, caused by the act or omission of SmartSurvey (or its sub-contractors, agents or employees'); or,
- 21.1.12 Any other indirect, injured reputation, speculative, liquidated, quantum meruit, special, disappointment, incidental, consequential, punitive or exemplary damages.

(22) Indemnity

- 22.1. You agree to indemnify and hold harmless SmartSurvey and its subcontractors, agents and employees as a result of Your Use of the Service from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature, whether in contract or in tort, including but not limited to:

- 22.1.1. Infringement of any Intellectual Property Rights of a third party;
- 22.1.2. Claims by any third party or fines awarded by a regulator for breach of any Data Protection Laws, including (but not limited to) lack of lawful processing of Personal Data by You, Your sub-contractors or employees;
- 22.1.3. Your breach of any law whether in the United Kingdom, where You are based and/or where it applies to You;
- 22.1.4. Any acts of bribery committed by You, Your employees, agents or sub-contractors;
- 22.1.5. Injury to or death of any person;
 - 22.1.6 Loss of or damage to any property;
- 22.1.7. Court and reasonable attorney expenses and fees in connection with or resulting from SmartSurvey enforcing this Indemnity clause; and,
- 22.1.8. Your failure to obtain a licence or permission as described in clause 14 of these Terms of Use (“(14) Location of Services as Supplied”).

22.2. This clause (“(22) Indemnity”) will not apply if any of the circumstances described were due to SmartSurvey’s (or any of its employees’, agents’ or subcontractors’) negligence or Gross Negligence.

(23) Modern Slavery Act 2015

SmartSurvey is fully aware of its obligations under the Modern Slavery Act 2015 (and The Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015, SI 2015/1833) and undertakes to be and remain fully in compliance of the legislation.

(24) Assignments & Delegations

- 24.1 You are prohibited from assigning Your rights and/or delegating Your obligations under these Terms to any other person or organisation. Should You want to assign a right or obligation, You can contact SmartSurvey, SmartSurvey will then render a decision based on its sole discretion as to whether You are granted consent or not for any assignments.
- 24.2 SmartSurvey has the right to assign or sub-contract any of its rights or obligations without requiring to notify You or obtain Your consent, unless as provided for by clause 16 (“(16) Data Protection”) of the Terms of Use.

(25) Your Compliance with laws

By Using the Service, You agree that it is Your responsibility to be in compliance of the laws that apply to You, wherever You are located.

(26) Law & Jurisdiction

- 26.1 You and SmartSurvey hereby irrevocably agree that any dispute arising out of or in connection to these Terms shall be governed solely and exclusively by the laws of England & Wales.
- 26.2 You and SmartSurvey hereby irrevocably agree that the courts of England & Wales shall have the sole and exclusive jurisdiction to hear any dispute arising out of or in connection to these Terms.

(27) Alternative Dispute Resolution for Consumer Disputes

If you are a Consumer based in the EU, you may use the European Online Dispute Resolution platform to resolve disputes with us. The web address for this is: <https://ec.europa.eu/consumers/odr>

For the purposes of this clause, our email address is legal@smartsurvey.co.uk

(28) Order of Precedence

These terms (along with any quote sent to You) contain the entire agreement between You and SmartSurvey. Unless otherwise agreed in writing by SmartSurvey, these Terms prevail over any other terms of business or purchase conditions put forward by You.

(29) Headings

The sections and headings in these Terms are for reference purposes only and shall not affect the meaning or interpretation of these Terms or individual clauses within these Terms.

(30) Severability

If any clause, sub-clause or any part thereof of these Terms is determined to be unenforceable by a competent court holding the proper jurisdiction, that clause, sub-clause or any part thereof will be severed and shall not affect the remainder of the agreement, including any other clauses, sub-clauses, or part(s) thereof.

(31) Publication

By Using the Service You agree for SmartSurvey to have the right (but not the obligation to) publicise your name, trading name and/or trade mark on SmartSurvey's website and/or marketing material as a customer of SmartSurvey.

(32) Intellectual Property Rights

- 32.1 You grant SmartSurvey the non-exclusive licence and right to use any Intellectual Property Rights you own as may be reasonably necessary to provide you the Service that you have requested.
- 32.2 By Using the Service, SmartSurvey is granting you the non-exclusive and temporary licence to use the Service IP Rights. This licence shall terminate when your account is either closed or deleted

by any means through these Terms. You expressly prohibited from modifying any of the Service IP Rights without the express and written consent of SmartSurvey.

(33) Intellectual Property Claims

If you believe that a customer of SmartSurvey has used any part of the Service to infringe your Intellectual Property Rights, then please report it to hah@smartsurvey.co.uk with the following details:

Your name/organisation name:

Email address:

A description of the alleged infringement (please be as detailed as possible):

Shortly thereafter, SmartSurvey will look into the situation as quickly as possible and notify you of any decisions taken.

(34) User Content

You are responsible for all content you use, communicate or publish during Your Use of the Service. As such You must ensure that you have all the consents, licences, permissions and that You are authorised by law to display the content that you are using in relation to the Service.

(35) No waiver

35.1 No delay, neglect or forbearance on the part of either party to these Terms in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

35.2 No right, power or remedy in this Terms conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

(36) Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party will have any right to enforce or rely on any provision of this Agreement.

(37) Report Survey Abuse

If you believe that a User of SmartSurvey's Services has used our Services inappropriately or in breach of these Terms (in particular clause 12 of these Terms ("**(12) Conduct and Responsibilities**"), then please contact legal@smartsurvey.co.uk with the following details:

Your name/organisation name: Email address:

A description of the alleged Service abuse whether it is phishing, spam, unlawful, inappropriate, contains harmful software, or for any other reason (please be as detailed as possible):

Shortly thereafter, SmartSurvey will look into the situation as quickly as possible and notify you of any decisions taken.

(38) Liability Provision

Nothing in this Agreement shall limit or exclude the liability of either party for:

- death or personal injury caused by negligence;
- any fraud or fraudulent misrepresentations; or,
- any liability that may not lawfully be limited or excluded.

(39) Signatures

Signed on behalf of SmartSurvey Ltd Name: [REDACTED]

Signature: [REDACTED]

D
a
t
e
:
[REDACTED]

Signed on behalf of Customer

Name of Customer: UK Health Security Agency

Name and role of person signing on Customer's behalf:

[REDACTED]

Signature: [REDACTED]

Date: [REDACTED]