TERMS AND CONDITIONS

The Business	Thomas Rowland trading as Animal Analysis
Business address	17 Manor Drive, Scawby, Brigg, DN20 9AX

These General Terms and Conditions (the "Terms") govern the provision of services by Thomas Rowland, trading as Animal Analysis, henceforth The Business to The Client, which is any third party who engages in The Businesses services. By engaging The Business, The Client agrees to be bound by these Terms, subject to any project-specific agreement which expressly varies or supersedes them.

1. Definitions and interpretation

In these Terms:

- "The Business", "we", "us" or "our" means the business identified above and, where applicable, any person authorised by The Business to perform the Services.
- "The Client", "you" or "your" means the individual, organisation or other entity engaging The Business.
- "The Consultant" means a third-party business or independent consultant engaged by The Business to assist with an agreed project.
- "Services" means any service which The Client engages The Business for, such as statistical consulting, research design advice, statistical tuition, workshops, data analysis, programming, reporting, review, or other services agreed with The Client.
- "Project" means a particular piece of work agreed between The Business and The Client.
- "Project Specific Contract" means a separate written contract, statement of work, project brief, quotation accepted by The Client, or other written agreement which sets out terms specific to a Project.

2. Application of these Terms

2.1 These Terms apply to each Project unless The Business and The Client have agreed otherwise in writing.

2.2 A Project Specific Contract may vary, replace or supersede these Terms in whole or in part. Where there is any conflict between these Terms and a Project Specific Contract, the Project Specific Contract will prevail to the extent of the conflict.

2.3 Any amendment to these Terms or to an agreed Project should be recorded in writing. Email confirmation between authorised representatives may be sufficient unless the parties have expressly agreed that a signed document is required.

3. Services and responsibilities of The Business

3.1 The Business will provide the Services agreed for the relevant Project with reasonable skill and care and in accordance with the scope, deliverables and timescales agreed with The Client.

3.2 The Business may determine the appropriate professional and technical approach to the Services, taking account of the information supplied by The Client and the requirements of the Project.

3.3 The Business will communicate with The Client regarding material issues which arise during a Project, including matters which may materially affect scope, cost, assumptions or delivery timescales.

3.4 Unless expressly agreed otherwise, The Business does not guarantee a particular research outcome, statistical finding, publication outcome, grant outcome, peer-review decision or other result arising from the Services.

3.5 The Business may use The Consultant to perform some or all of the Services in accordance with clause 6.

4. Responsibilities of The Client

4.1 The Client agrees to provide complete and accurate information, datasets, documents, instructions and other materials reasonably required for the Services.

4.2 The Client will make reasonable efforts to provide information and decisions promptly where these are necessary for the Business to meet an agreed timescale. The Client accepts that if they fail to do so then this could result in agreed timescales not being met.

4.3 The Client is responsible for ensuring that it has the right to provide all information, datasets, photographs, research materials and other content supplied to The Business, and that providing them does not breach any law, contract, confidentiality obligation or third-party right. The Business accepts no responsibility for such breaches which remain the sole responsibility of The Client.

4.4 The Client remains responsible for scientific, clinical, ethical, operational and publication decisions made using the Services. Statistical or methodological advice does not transfer those responsibilities to The Business.

4.5 The Client agrees to review deliverables within a reasonable period and to identify any material errors or omissions which it believes require correction.

4.6 The Client shall not use the name, logo or identity of The Business or The Consultant in any manner that implies endorsement of a research publication, conclusion, product or other output without prior written consent. This shall not prevent accurate attribution or disclosure of services where required by applicable academic, publication or legal standards.

5. Authorship and Academic Recognition

5.1 The Business and The Consultant recognise the importance of appropriate academic recognition for intellectual contributions to research. Where services provided by The Business and/or The Consultant contribute to research outputs intended for publication, the parties agree that authorship and acknowledgements shall be determined in accordance with the relevant academic and publication ethics guidelines, including those of the intended journal or publisher.

5.2 Where The Business and/or The Consultant makes a substantial intellectual contribution to the conception, design, statistical methodology, analysis or interpretation of research, co-authorship may be considered appropriate. The provision of paid services does not, in itself, confer an entitlement to co-authorship, nor does payment preclude appropriate academic recognition.

5.3 Where co-authorship may be appropriate, the relevant parties shall discuss this in good faith, preferably before commencement of the project or as soon as the potential contribution becomes apparent. Any authorship arrangement shall reflect the contributions actually made and shall remain subject to the applicable publication ethics guidelines.

5.4 Co-authorship shall be voluntary. Neither The Business nor The Consultant shall be obliged to accept authorship of any research output. Similarly, The Client shall not be obliged to offer authorship where the

applicable authorship criteria have not been satisfied. Where authorship is proposed, the individuals concerned must be given a reasonable opportunity to review the manuscript, contribute to its intellectual content, approve the final version and accept the associated responsibilities before being listed as authors.

5.5 Where contributions do not satisfy the requirements for co-authorship, appropriate acknowledgement of The Business and/or The Consultant may be considered, subject to the consent of the individuals or organisations being acknowledged and the requirements of the relevant journal or publisher.

5.6 Authorship arrangements shall be independent of the fees agreed for the provision of services, unless any separate research collaboration arrangements are expressly agreed in writing. No agreement concerning fees shall guarantee, require or purchase authorship.

5.7 Nothing in this clause shall restrict The Client's right to publish their research without naming The Business or The Consultant as authors where authorship has been declined, provided that the publication complies with applicable publication ethics requirements and appropriately recognises relevant contributions.

6. Fees, payment and timescales

6.1 Fees for each Project, together with payment stages, invoicing arrangements and payment deadlines, will be agreed between The Client and The Business on a per-Project basis.

6.2 Unless a Project Specific Contract states otherwise, any estimate or quotation is based on the scope and information known at the time it is provided. Material changes to the scope, data, deliverables or assumptions may result in an additional fee, which should be agreed with The Client before the additional work is undertaken where reasonably practicable.

6.3 Project timescales will be agreed on a per-Project basis and may depend on The Client providing the required information, access and approvals when requested.

6.4 If The Client materially delays a Project, The Business may reasonably revise the delivery date to reflect the delay and any resulting scheduling requirements.

6.5 Any applicable taxes, VAT or other charges will be handled in accordance with the legal requirements applicable to the relevant party and Project.

7. Use of The Consultant and sharing of information

7.1 The Client expressly agrees that The Business may share with The Consultant information reasonably necessary to perform an agreed Project, including client identity and contact information where necessary, emails, research materials, data, research ideas, results, formulae, designs, photographs, drawings, graphs and other information supplied for the Project.

7.2 The Business will only share information with The Consultant to the extent reasonably necessary for the Consultant to perform the agreed Services. The Business will require The Consultant to maintain appropriate confidentiality and comply with applicable data-protection obligations.

7.3 The Client acknowledges that The Consultant is a separate business and is not an employee of The Business. The use of The Consultant does not remove The Business’s responsibility to manage the Services agreed directly with The Client, subject to the terms of any Project Specific Contract.

7.4 Where a Project Specific Contract requires The Client’s separate consent before information is shared with a named third party, that requirement will prevail over this clause.

8. Confidentiality and non-disclosure

8.1 The Business recognises that confidentiality is extremely important to The Client. Except as expressly permitted by these Terms, a Project Specific Contract, or applicable law, The Business will keep confidential all information provided by The Client in connection with the Services.

8.2 Information covered by this confidentiality obligation includes, without limitation, The Client's identity, contact details, emails, insights, data, research ideas, results, formulae, designs, photographs, drawings, graphs, manuscripts and other information, whether communicated orally, electronically, visually or in writing.

8.3 The Business will not use The Client's information for any purpose other than: (a) providing the Services agreed with The Client; (b) managing and administering the Business; or (c) complying with legal, regulatory, accounting or tax obligations applicable to The Business.

8.4 The Business will not disclose The Client's information to any person except where: (a) The Client has agreed in writing; (b) disclosure to The Consultant is permitted under clause 6; (c) disclosure is reasonably necessary to fulfil an agreed Project and is subject to appropriate confidentiality obligations; or (d) The Business is legally required to disclose it.

8.5 Any insights, analyses or conclusions drawn from The Client's data as part of the Services will be communicated only to The Client, unless The Client agrees otherwise in writing or disclosure is required by law.

8.6 Where The Client is a student, The Business will not disclose to the Client's supervisor, lecturer, institution or other person that The Business has communicated with or provided services to The Client, unless The Client agrees otherwise in writing or disclosure is legally required.

8.7 The confidentiality obligations in this clause do not apply to information which: (a) was already in the public domain when disclosed; (b) subsequently enters the public domain through lawful and proper publication without breach of these Terms; (c) The Business can reasonably demonstrate was already in its lawful possession before disclosure by The Client; or (d) The Business is legally obliged to disclose.

9. Client information, ownership and deletion

9.1 Subject to any rights expressly granted to The Business under a Project Specific Contract, information supplied by The Client remains the property of The Client.

9.2 The Client may request in writing that The Business stop using and/or destroy information supplied by The Client, subject to any legal, regulatory, insurance, accounting or legitimate record-retention requirement which prevents immediate destruction.

9.3 Where destruction is requested and is legally and technically practicable, The Business will use reasonable efforts to destroy or securely delete the relevant information within four weeks of the request, except for information which must be retained by law or which is contained in secure back-up systems and cannot reasonably be deleted immediately. Any retained information will continue to be protected under these Terms.

10. Data protection and privacy

10.1 Each party agrees to comply with the data-protection and privacy laws applicable to it and to the Project, including applicable UK data-protection legislation and, where relevant, the UK General Data Protection Regulation and Data Protection Act 2018.

10.2 The parties will take reasonable steps to protect personal data and other confidential information against unauthorised access, loss, misuse, alteration or disclosure.

10.3 Where the nature of a Project requires additional data-processing terms, the parties may enter into a separate data-processing agreement or schedule. If such an agreement applies, it will form part of the Project Specific Contract.

10.4 The Client agrees not to provide personal data or other sensitive information which is unnecessary for the Services. The Business may request that unnecessary information be removed or redacted before it is supplied.

11. Intellectual property and use of deliverables

11.1 Unless a Project Specific Contract states otherwise, ownership of any pre-existing intellectual property belonging to The Client remains with The Client, and ownership of The Business's pre-existing tools, methods, templates and know-how remains with The Business.

11.2 The Business will identify in the applicable Project Specific Contract any specific deliverables which are intended to become the Client's property or which are subject to a particular licence or usage restriction.

11.3 Nothing in these Terms gives The Business a right to publish, commercially exploit or otherwise disclose The Client's research materials, data or findings except as expressly agreed in writing or as required by law.

12. Responsibility, liability and insurance

12.1 Where The Business and The Consultant are both materially involved in a Project, the parties will cooperate in good faith and accept shared responsibility for the work undertaken jointly, with each party remaining responsible for its own acts, omissions and professional work.

12.2 The Business will take reasonable care in providing the Services, but cannot guarantee that analyses, statistical models or other professional opinions will be accepted by reviewers, journals, funders, institutions or other third parties.

12.3 The Client remains responsible for determining how to use the Services and for checking that final outputs are suitable for the Client's intended purpose, subject to any agreed review or assurance service provided by The Business.

12.4 Each party is responsible for maintaining any insurance it considers appropriate for its business and activities, including professional indemnity or equivalent cover where required or appropriate.

13. Cancellation, suspension and termination of a Project

13.1 The Client may request cancellation or suspension of a Project. The parties will agree any fees properly due for work completed, committed costs and any non-cancellable third-party charges.

13.2 The Business may suspend work where required information or approvals are not supplied, where continued work would be unlawful, or where fees which are due remain unpaid after reasonable notice.

13.3 Termination of these Terms does not affect rights and obligations which accrued before termination, including confidentiality, data protection, payment and ownership provisions which are intended to continue after the Project ends.

14. Independent relationship

14.1 The Business and The Client are independent contracting parties. Nothing in these Terms creates an employment relationship, partnership, joint venture or agency relationship between The Business and The Client.

14.2 Each party is responsible for its own taxes, registrations, insurance, permits and other legal obligations applicable to its business and place of residence or establishment. Neither party accepts responsibility for the

other party's tax liabilities or regulatory obligations except where expressly agreed in writing or required by law.

15. Complaints and disputes

15.1 The parties will first try to resolve any complaint or dispute through prompt good-faith discussion between the relevant contacts for the Project.

15.2 If a dispute cannot be resolved through discussion, the parties may agree to mediation or other alternative dispute resolution before commencing court proceedings.

15.3 These Terms and any non-contractual obligations arising from them are governed by the laws of England and Wales, and the courts of England and Wales will have jurisdiction, unless a Project Specific Contract expressly provides otherwise.

16. General provisions

16.1 Neither party may assign or transfer its rights or obligations under a Project Specific Contract without the prior written consent of the other party, except where permitted by law or as part of a bona fide transfer of all or substantially all of that party's business or assets.

16.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in effect and the parties will seek to replace the affected provision with a valid provision having as similar an effect as reasonably possible.

16.3 No failure or delay by either party to exercise a right or remedy under these Terms will constitute a waiver of that right or remedy.

16.4 These Terms, together with any applicable Project Specific Contract, constitute the agreement between The Business and The Client in relation to the Services and supersede earlier discussions about those Services to the extent set out in the applicable contract.

17. Acceptance and commencement

By signing below, or by instructing The Business to commence a Project after receiving these Terms, The Client confirms that it has read, understood and accepted these Terms, including the provisions permitting The Business to share relevant information with The Consultant under clause 7.

For The Business	**For The Client**
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Business / organisation: _____	Business / organisation: _____