
STANDARD TERMS OF BUSINESS

These Terms are for the Provision of Investigative, Surveillance Activities, Debt Recovery and Litigation Support Services.

THESE TERMS ARE EFFECTIVE FROM 18 June 2020

WHEREAS:

- (1) These Terms of business set out the basis on which we shall conduct all matters undertaken for you and shall be read in accordance with any covering communication. Any differences arising in respect of individual matters shall be notified to you in writing.
- (2) We confirm having carried out a Conflict of Interest assessment and none exists to prevent us from accepting your instructions set out in our Proposal.

effected by electronic or facsimile transmission or similar means;

- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to these Terms as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of this Agreement.
- 1.2.5 a “Party” or the “Parties” refer to the parties to this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “we”, “our”, “us” means Tremark Associates Limited, a company Registered in England and Wales whose registered office address is Joshua Chambers, 332 York Road, Leeds, LS9 9DN;
- “Client”, “you” means the person who accepts a quotation or offer for the provision of Services to be provided by us;
- “Business Day” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
- “Commencement Date” Means the date in which we formally accept your instructions in writing;
- “Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- “Services” means the Services to be provided by us;
- “Term” means the term of this Agreement;
- “GDPR” means The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any similar expression, includes a reference to any communication

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Communication

- 2.1 We shall communicate with such of your officers, staff and other advisers as appears to us to be appropriate. If, however you have any specific security requirements relating to the communication of information to you or your company (as the case may be) then please advise us.
- 2.2 Instructions given by the Client to us shall be in writing or, if given orally, shall be confirmed by the Client in writing not more than two Business Days after the instruction is given.

3. Liability

The Services we provide to you, which shall include any information or advice given to you, is based solely on the information you have given to us and does not constitute advice to any third party to whom you may communicate it.

4. Rights of Third Parties

- 4.1 Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other persons regardless of whether the Client instructs us on behalf of another.
- 4.2 The Terms on which we are acting on the Clients matter (contained herein or otherwise) are intended to be enforceable solely by the contracting parties herein.
- 4.3 We do not accept any liability for Services or information provided by any third parties instructed by us on the Clients behalf in respect of the relevant Services unless there is prior agreement in writing by the third party.

5. Provision of Services

- 5.1 With effect from the Commencement Date, we shall, throughout the course of the instructions, provide the Services to the Client as agreed within the Client's original instruction.
- 5.2 We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the litigation support, data processing and professional investigation sector in the United Kingdom.
- 5.3 We shall act in accordance with all reasonable instructions given to us by the Client provided that such instructions are lawful.
- 5.4 We shall be responsible for ensuring that the Services comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to their provision.
- 5.5 We may, in relation to certain specified matters relating to the Services, act on the Client's behalf. Such matters shall not be set out in this Agreement but shall be agreed between the Parties (any such agreement to be confirmed in writing) as they arise from time to time.
- 5.6 We reserve the right to amend or supplement any Terms herein contained generally or specific to any matter by providing notice in writing.
- 5.7 Our services require us to process personal data, which shall be done so in accordance with the following conditions:
 - 5.7.1 If we are a controller or joint controller for the personal data we process, we will document all the applicable information required of us under Article 30(1) of the GDPR.
 - 5.7.2 If we are a processor for the personal data we process, we will document all the applicable information required of us under Article 30(2) of the GDPR.
- 5.8 Our processing of personal data is documented in our Data Processing Statement which shall be maintained and made openly available at <https://www.tremark.co.uk/wp-content/uploads/2020/06/Data-Processing-Statement-V5-June-20.pdf>

6. Client's Obligations Pertaining to Services

- 6.1 The Client shall use all reasonable endeavours to provide all pertinent information in their lawful instruction to us that is necessary for us to provide the Services.
- 6.2 The Client may, from time to time, issue reasonable lawful instructions to us in relation to our provision of the Services, only insofar as they meet the specifications of the Service offered by us.
- 6.3 In the event that we require the decision, approval, consent or any other communication from you in order to continue with the provision of the Services or any part thereof at any time, you shall provide the same in a reasonable and timely manner.
- 6.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities, regulatory bodies, Courts or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof) unless otherwise specifically agreed.
- 6.5 If the nature of the Services requires that we have access to the Client's premises or any other location,

access to which is lawfully controlled by the Client, the Client shall ensure we have access to the same at the times to be agreed between us and the Client as required.

- 6.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 6 shall not be our responsibility or fault.
- 6.7 You shall ensure, at all times, that you are able to pay, in cleared funds, our invoices, as and when they fall due, and under no circumstances, shall you delay payment on account of your own Client not paying you. You therefore agree that at all times, you are able to meet our fees from either Client funds placed on account with you, or from your own funds.

7. Tracing Services

- 7.1 In order to proceed with a trace of an individual, we may ask you for comprehensive information about the reasons that you wish to trace the said individual, to ensure compliance with Data Protection legislation.
- 7.2 In respect of Absconder traces, a successful trace is defined as the provision of a contact address where proceedings may be served and are likely to come to the attention of the Absconder.
- 7.3 In respect of Employment traces, a successful trace is defined as either
 - 7.3.1 The subject's Employer details are provided; or
 - 7.3.2 The subject is confirmed as being self-employed; or
 - 7.3.3 The subject is confirmed as being unemployed;
- 7.4 Clients may, request a re-trace within 60 (sixty) days of the original report being issued, subject to the following Terms;
 - 7.4.1 Where information supplied by us is found to have been incorrect at the time of the original report, a full credit of the fee will be issued to you; or
 - 7.4.2 Subject to 7.4.1 where new information is obtained in the course of the re-check, the new information will be supplied to you at an agreed fee; or
 - 7.4.3 Where information is found to have been correct at the time of the original report, and where that information is still considered by us to be correct, or an approximate date of leaving after the original report was issued is confirmed and/or supplied to you, a further fee equivalent to 50% (fifty per cent) of the original trace fee shall be charged to you; or
 - 7.4.4 Where information is found to have been correct at the time of the original report and where further information is obtained in the course of the re-check, a further fee equivalent to the original fee shall become payable;
- 7.5 Clients may request a re-trace after the expiry of 60 (sixty) days, however this shall be treated as a new trace, regardless of any information that subsequently

comes to light regarding the original report.

8. Service of Documents

- 8.1 The collection and delivery to and/or from a Clients premises, and/or designated collection or delivery point shall, be subject to a fee, as advised to the Client, based on location and distance from us.
- 8.2 The Services shall be carried out in accordance with the provisions of Schedule 1 (one) of this agreement.
- 8.3 A witness statement, if requested, shall not attract a further fee, if the statement is limited to the details of Service or attempted Service.
- 8.4 If a sworn affidavit is required or requested by you, a further fee shall be payable.
- 8.5 A witness statement or sworn affidavit that is requested following the original witness statement or affidavit, shall incur an extra fee.
- 8.6 You shall supply us with documents to be served, in triplicate. Should you not do so, you will be liable to further fees, in accordance with Clause 10.5 of this Agreement.
- 8.7 Postage and/or Courier Fees shall be charged to you where
 - 8.7.1 The documents constitute a large or bulky item, in excess of an C4 size envelope;
 - 8.7.2 Where a Courier is instructed to collect and deliver;
 - 8.7.3 Where a signed for, international signed for, or Special Delivery, with or with additional compensation is utilised;
 - 8.7.4 In accordance with Clause 8.1.

9. Debt Collection

- 9.1 We maintain a separate unregulated Client account, and operate it in respect of our Debt Collection activities, in accordance with Clause 11 of the Agreement.
- 9.2 In the event that we account to you for any cleared funds, which are then dishonoured through the banking system, clearing system or by other financial institution, including but not limited to chargebacks by Credit Card companies, or reversal of direct debit or standing order, or by dispute raised by the debtor following payment, you will immediately, and in any event within 3 working days reimburse those funds paid to you, and you agree to pay interest on that sum at the rate defined in Schedule 2 of this agreement until such time as the sum is repaid in full to us.
- 9.3 We shall charge you a Service fee for any charges incurred by us in the processing of funds through the Client account, including but not limited to, funds paid by Clearing House Automated Payment System (CHAPS), Special Clearance of Cheques, Telegraphic Transfer Fees, Bank Fees, currency fluctuations and currency conversion fees, along with International Payment Fees and charges levied by other financial institutions that may apply.
- 9.4 In the event that a Debtor makes contact with you, generally, in respect of an offer to settle, or for partial payment directly to you, you shall notify us immediately.

9.5 Where we provide debt collection Services in which we are dependent upon collection of all or part of a debt in return for our fees, you agree that in the event of any one of the following conditions, you shall notify us immediately, and be responsible for our full fees, as if the debt had been collected by us:

- 9.5.1 Where you receive payment directly; or
- 9.5.2 Where the goods, subject of the claim, are returned to you; or
- 9.5.3 You agree any settlement directly with the debtor.

9.6 Fees and commissions shall begin to accrue as soon as we accept your instructions and shall be payable based on the total amount recovered, including costs and VAT.

9.7 In the event of

- 9.7.1 the debt being shown to have been previously paid; or
- 9.7.2 the debtors legal insolvency, or issue of a DRO, IVA or other such mechanism, death or incapacity of the debtor you agree to be responsible for the normal fees and/or commissions payable as if we had collected the debt in full.
- 9.7.3 the performance of the Services, it is confirmed that the debt being collected, has previously been paid to you.
- 9.7.4 You instructing Tremark to hold suspend or discontinue collection of an account without reasonable explanation.

You agree to pay our normal fees and / or commissions as if we had collected the debt

10. Fees, Payments and Records

- 10.1 The cost of the Services shall be indicative of the type of work undertaken and it is normal procedure for us to provide an estimate or quotation in each instance along with details of our payment Terms, headed appropriately as such. If there are any changes in the Clients instructions or in the circumstances of the matter at any time these shall be reflected, as the Client deems fit, in an amended estimate or quotation which shall be provided to the Client at the earliest opportunity. In the event that we are unable to provide an estimate, or we shall keep the Client informed of the work in progress on a periodic basis or upon the Clients request.
- 10.2 Where it is necessary for us to charge on an hourly basis for time, the current rates shall be as set out in Schedule 2 of this Agreement. This information is also available at <https://www.tremark.co.uk/pricing-schedule/>.
- 10.3 Should we, or any third party instructed by us, be required to attend Court in relation to the instructions, you agree to meet our reasonable travel, accommodation and subsistence costs, along with our daily attendance rate as set out in Schedule 2 of this Agreement.
- 10.4 In relation to Clause 10.3, our daily Court attendance rate shall be payable in respect of any full or part date on which we shall be required to attend, and shall be payable unless at least 24 hours' notice is given that we will no longer be required to attend. Full payment of the

daily attendance rate shall be due not less than one week before the first Court date at which we are expected to attend.

£250, whichever occurs sooner.

10.5 We shall charge for photocopying as a separate expense where we are required to print more than 20 pages in black and white copy, or more than 10 pages in colour copy, at the rate set out in Schedule 2 of this Agreement.

10.6 Where it is necessary to instruct a third party on behalf of the Client, including but not limited to external investigations, we will do so as the Client's agent and the Client shall be responsible for payment of the third parties fees.

10.7 We may ask for funds on account to cover for initial fees and disbursements and settlement of third parties' fees. Any request for any such monies shall not be an estimate or a cap on any fee and unless payment was made for a specified purpose, may be used to meet fees when invoiced to the Client.

10.8 An Invoice, or receipted invoice, will be rendered at the conclusion of a matter. We reserve the right to render interim invoices during the course of the Services provided. Any particular billing requirements of the Client should be given to us prior to the Services commencing.

10.9 Bills are payable no later than 14 days following the invoice being issued, and we reserve the right to charge statutory interest and costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

10.10 At all times, you remain liable for our costs, and it is of utmost importance that our payment Terms are met. You should, on each and every matter in which you instruct us, ensure that you can meet your obligations under Clause 6.7 of this Agreement.

11. Money held on Account

11.1 We shall hold any Client monies in a separate, unregulated account. All Client money held on account, is held in Trust by us in order that we may discharge any invoices, accounts, disbursements or costs, and in order that we may account to you for any monies collected on your behalf.

11.2 Any money held by us on your behalf, shall not accrue interest and you agree to forfeit any claim to interest.

11.3 We will account to you for any money held on your behalf, upon your written request.

11.4 You agree that any money held on account by us, that is due to you, may first be used to discharge any amounts you owe to us.

11.5 Money held by us that is due to you, is usually sent to you by Bank Transfer to your nominated account, which shall, unless otherwise stated, be made within 48 hours where the money is paid to us in cleared funds. Where payment is made by cheque, we shall keep the cleared funds for a period of 3 weeks, to mitigate any chance of the cheque being dishonoured by the banking institution.

11.6 We shall charge a fee per Schedule 2 of this agreement in respect of any cheque that is dishonoured.

11.7 In the event that a debtor is making small payments into our Client account, we shall only release such payments every 6 months, or when the balance we hold exceeds

12. Confidentiality

12.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and in perpetuity after its termination:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party unless agreed in advance or as required by law, or in response to an order of a Court of competent jurisdiction;

12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the Terms of this Agreement;

12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.

12.2 The provisions of this Clause 12 shall continue in force in accordance with its Terms indefinitely, notwithstanding the termination of this Agreement for any reason.

13. Documentation/Personal Data

13.1 Documents sent by you to us are sent at your own risk, and we take no responsibility for ensuring safe receipt. You should send original documents by secure mail, such as special delivery or courier, and where originals are not necessary, you should send copies only. You are responsible for ensuring any personal information sent to us electronically is done so with the appropriate technical measures to ensure that the information is protected during sending.

13.2 At the end of the provision of the Services relating to the processing of Personal Data, at the Clients option, we shall either return all of the Personal Data to you or securely dispose of the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires us to store such Personal Data and in any event no later than the expiry of six years from the date of completion of the services, or any such period specified within the Limitation Act 1980 as may be amended from time to time. This clause 13 shall survive termination or expiry of the Contract.

13.3 Taking into account the state of technical development and the nature of processing, we shall implement and maintain the technical and organisational measures required to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

13.4 We will assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to us and assist you (by appropriate technical and organisational measures), insofar as this is possible, in the fulfilment of

your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

- 13.5 If a Data Subject exercises their rights directly with us, we shall take all required steps and measures to respond to the Data Subject, only where there is a statutory obligation for us to do so.
- 13.6 We shall notify you without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 13.7 We shall upon request submit audits and undertake to inspect and provide the Client with requisite information to ensure compliance with its Article 28 of the GDPR obligations. We will inform the Client immediately if there is a danger of something infringing the GDPR or other data protection law of the United Kingdom, EU or a member state.
- 13.8 Where we have appointed a Data Protection Officer, they shall be named on our website.
- 13.9 For the avoidance of doubt instructions are accepted on the basis that our Services are conducted under the direction of the Client and as such we shall be deemed to be the Data Processor and the Client, and/or the principal shall be deemed the Data Controller, unless we determine both the manner and the purpose of the processing, in which case, we shall be Data Controller or Joint Data Controller.
- 13.10 All instructions are carried out with due consideration given to the provisions and requirements of the Bribery Act 2010 and accordingly no part of the instructions will be conducted in breach thereof.
- 13.11 We shall meet the responsibilities to ensure all staff, internal, external or contracted and its supply chain workers are not victims of modern slavery or human trafficking. The safeguards against modern slavery or human trafficking are carried out with due diligence procedures.

14. Limitation of Liability

- 14.1 This Clause 14 sets out the entire financial liability of the Parties (including that for the acts or omissions of their employees, agents or subcontractors) to each other for any breach of this Agreement; any use made by the Client of Services; and any representation, statement or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 14.2 Neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 14.3 Without prejudice to Clause 14, our total liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the value of the Services in respect of any and all other acts or omissions.

15. Force Majeure

- 15.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet Service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 15.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 4 weeks, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for any and all Goods delivered and/or any and all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

16. Term and Termination

- 16.1 This Agreement shall remain in force from the Commencement Date of this Agreement and shall continue to the termination of this Agreement.
- 16.2 We will treat as confidential all information concerning the Clients business affairs received as a result of instructions received and not disclose the information to any third party save to those persons whom we deem necessary and solely for the purpose of the carrying out the Clients instructions unless such information (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by a law.
- 16.3 We, in the provision of the Services, may be required to outsource all or part of the Services to a sub-contractor/sub-processor. It is unequivocally agreed that this is solely within our discretion and that you acknowledge that you specifically agree to us doing so. Wherever possible, any sub-contractor/sub-processor will fully screened in accordance with BS102000 or be a Member of the Association of British Investigators, a list of our panel of screened sub-contractors is available upon request. In some instances, we will use sub-contractors/sub-processors who are not members of our screened panel, but that meet our requirements as specialists. In the event that we do so, we will notify you of their details. If you do not give permission for us to instruct sub-contractors/sub-processors at our sole discretion, you must notify us in writing in the initial instruction or as soon as reasonably practical thereafter and in any event before we commence the Services, and we will then seek your further permissions if necessary. It is acknowledged that all sub-contractors/sub-processors will be bound by all of the conditions contained within these Terms.
- 16.4 For the purpose of law enforcement and/or fraud awareness/prevention or enforcement it is agreed that non-personal data acquired by us may be shared at our discretion. Personal data however will remain confidential.
- 16.5 We reserve the right to conduct due diligence prior to the commencement of the Services of the Client and their instructions. This may require proof of the Clients identity and or compliance with the Money Laundering Regulations in the jurisdiction in which the Services are

to be provided.

16.6 We reserve the right to terminate the provision of our Services to the Client by providing written notice delivered to the Clients address or by email. The Client may also terminate their instructions to us on any matter at any time by providing us with written notification. Notwithstanding any termination by either party, the Client agrees to pay any outstanding fees and costs incurred up to the date of termination or the fixed fee agreed.

16.7 In accordance with clause 16.3 above, in the unlikely event that we cease trading, or you are unable to contact us for a period of not less than 4 weeks, any sub-contractor/sub-processor instructed by us, will, by default, become joint data controller with you. In this event, and if you are unaware of whom the sub-contractor/sub-processor is, you should contact info@tremark.co.uk who will be able to locate the information for you. Once you are in contact with that sub-contractor, the sub-contractor, shall cease to be joint data controller, and shall, in accordance with clause 12 which binds them to these Terms, revert to the position of processor/sub-processor.

17. **Effects of Termination**

Upon the termination of this Agreement for any reason:

17.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

17.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

17.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;

17.4 subject as provided in this Clause 17 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

17.5 each Party shall (except to the extent referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information upon request of the other Party.

18. **No Waiver**

No failure or delay by either Party in exercising any of its rights

under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. **Further Assurance**

19.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

19.2 From time to time we may wish to issue publicity about our Services which may include details of previous cases or case scenarios we shall make no specific references to the Clients matter which may reveal or otherwise lead to be revealed any information which shall be subject to Clause 8 herein.

19.3 We reserve the right to act on behalf of other individuals/companies who operate in the same locality as the Client or any related subject area subject to our obligations of confidentiality and Conflict of Interest as contained herein.

19.4 In the event that the Client is not satisfied with the Service provided, a written complaint should be made to us in the first instance. All complaints will be handled in an efficient manner and all attempts will be made to solve them quickly. In the event that the Client remains dissatisfied, the Client should then refer to the disciplinary procedures available against individual members through the Association of British Investigators, (www.theabi.org.uk), which in the first instance will advise on whether any of its code or ethics or byelaws have been breached.

20. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

21. **Law and Jurisdiction**

These Terms of business are governed by and shall be construed in accordance with the laws of the jurisdiction of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts therein.

22. **Agreement to these Terms**

The Client shall agree to be bound by these Terms, by instructing or continuing to instruct us and upon condition that we accept or indicate or imply acceptance by commencing the Service.

SCHEDULE 1 – SERVICES

Trace Enquiries

The Services shall consist of (Open source intelligence/ Electronic / Infield) enquiries. We may also speak to third parties such as neighbours and relatives using appropriate pre-texts to protect the subject rights to privacy.

We may ask for further information / verifiable information before carrying out a trace.

In some instances, we may require that we make contact with the traced person prior to providing their details to you, and we shall let you know in advance when we feel this is appropriate

In the event of infield enquiries being necessary, we may agree to either a fixed charge, or apply the hourly rates set out in Schedule 2.

Service of Documents

1. The Service shall consist of a maximum of 2 visits to the property, unless otherwise quoted for, or agreed upon.
2. The Service shall include a Witness Statement of Service, Substituted Service, or Attempts at Service.
3. The Client shall provide all papers to be served in Triplicate.

Schedule 2 – Fees Billable

1. The following hourly charges apply:
 - 1.1 Director: £110.00
 - 1.2 Paralegal: £ 80.00
 - 1.3 Investigator: £ 55.00
- 2 The following Court charges apply:
 - 2.1 Per whole or partial day: £275.00
 - 2.2 Travel Expenses: 60p per mile
 - 2.3 Subsistence: at cost
 - 2.4 Accommodation: at cost
- 3 Photocopying shall be charged at
 - 3.1 Black and White 20 Free then 12p per copy
 - 3.2 Colour 10 Free then 50p per copy
- 4 Dishonoured Cheques and Payments
 - 4.1 In respect of any dishonoured cheques or payments, a fee of £30 shall apply
- 5 Contractual Interest
 - 5.1 We apply a rate of 5% in respect of contractual interest, where such interest does not fall within the Late Payment of Commercial Debts (Interest) Act 1998 as amended.