

Terms & Conditions

All Services provided The Investigation Group to the Client are subject to the following terms and conditions in this agreement. Clients of The Investigation Group are deemed to be aware of the terms and conditions of this agreement and accept that they are binding in their entirety.

1. Appointment

Under this agreement The Investigation Group may appoint its Approved Providers/Agents to carry out the services as and when we feel it is appropriate.

2. Price/Fee

All estimates and price arrangements with Clients may from time to time be subject to variation by notice in writing, email or by telephone. All disbursements shall be charged for services provided as appropriate. Preliminary work carried out, whether experimental or otherwise at the Client's request shall be chargeable at The Investigation Group current rates agreed prior to instruction. A copy of our current price list is available upon request.

3. Terms of Payment

Solicitors, law firms and similar organisations agree to pay all invoices for services carried out by The Investigation Group within 30 days of the date of the invoice, unless otherwise agreed in writing; The Investigation Group withhold the right to change the above terms only on approval from the client, for example; where the total proposed invoice value exceeds £250.00, full payment may be required prior to instructions being carried out unless otherwise agreed in writing or that The Investigation Group are confident the client has a good credit standing. Where LSC, Legal Aid or Publically Funded Cases are concerned The Investigation Group must be informed prior to commencement of any instructions as this will undoubtedly cause a delay in payment. If no written agreement is provided/agreed with/by the client all invoices must be settled within 30 days as above.

3.1 Any instructions carried out by The Investigation Group (either via private, commercial or corporate instruction) other than that defined in (3) will only proceed upon full payment of the proposed invoice value unless otherwise specifically agreed in writing or if the client has an account.

3.2 The Investigation Group may charge the Client interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount, payable by the Client immediately on demand, from the due date up to the date of actual payment, after as well as before judgment. Such interest shall accrue on a daily basis and be compounded quarterly. We also reserve the right to charge £50.00 administration fee for late payment of invoices

3.3 Private Clients must pay the full balance prior to any instruction carried out on their behalf. No guarantees can be given as to the outcome of any investigation.

3.4 If we have acted on your instructions in any way, we will not provide a refund due to the client cancelling the instructions. Our service provided to our Clients encumbers us with costs, disbursements and general running costs before, during and after instructions. Therefore, any instruction requires a full financial commitment to it by you (the Client).

3.5 In the event that you are unsatisfied in the way in which our service has been delivered, you must inform in writing and sent via recorded delivery of the exact nature of your dissatisfaction, we will then make enquiries into the matter and provide a response within 40 days. In the event that we find evidence that the service you were provided with was unsatisfactory, we will negotiate with you with respect to any refunds. A retainer is non-refundable, and is not treated as a deposit.

4. Liability

The Investigation Group (and any of its agents) liability to the client arising by reason of or in connection with this agreement or however otherwise arising shall be limited to £250.00 in respect of any one claim or any series of claims. The Investigation Group shall not be held responsible for the loss of a subject whilst conducting Surveillance or observation duties on behalf of the client. Should this scenario arise, the client shall still be held responsible for the remaining balance as per quoted and all fees must be settled in accordance with this agreement. In any case this shall be a minimum of 4 hours at any one time. Clients are responsible for any equipment provided to them for the purpose of hire, borrowing or lending for any length of time. In particular, this includes GPS Vehicle Tracking devices, where a £500.00 deposit (payable in advance) will be retained by The Investigation Group to cover the cost of loss. In the event that the equipment is lost or irretrievable by our agents the deposit will not be refunded as this will cover replacement costs. Any deposits due for refund will be deposited into the clients account within 14 days following the last day of operations.

5. Client's Property

(a) The Client's property and all property supplied to The Investigation Group or its Approved Provider(s) by or on behalf of the Client shall, while it is in the possession of The Investigation Group or its Approved Provider(s)/Agents or in transit to or from the Client, be at the Client's own risk unless otherwise agreed and the client should insure accordingly.

(b) The Investigation Group shall be entitled to make a reasonable charge for the storage of any Client's property and to dispose of any such property if unclaimed after 3 months.

6. Insolvency

If the Client ceases to pay its debts in the ordinary course of business or is unable to pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person becomes bankrupt or has a bankruptcy petition issued against him, The Investigation Group without prejudice to other remedies, shall

(i) have the right not to proceed further with any contract or any other work for the Client and be entitled to charge for work already carried out and any costs incurred in so doing, such charge to be an immediate debt due by the Client and

(ii) in respect of all unpaid debts due from the Client have a general lien on all goods and property in its possession and shall be entitled to retain such goods or property until the Client pays The Investigation Group all outstanding amounts due.

7. Law

This agreement shall be governed and construed in accordance with the laws of England. Both parties shall submit to the exclusive jurisdiction of the English Courts. The Client agrees to be solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the services contemplated herein. The Client will hold harmless, protect, and defend The Investigation Group, its subcontractors and agents from any claim, suit, penalty, tax, fine, or tariff or any failure to comply with any such laws, taxes and tariffs.

8. Confidential Information and data protection

The Client may not disclose any confidential information provided to it by The Investigation Group unless expressly permitted to do so by The Investigation Group in writing. Both parties shall comply with the data protection principles set out in the Data Protection Act 1998 in respect of any personal data disclosed in connection with the provision of the Services. The Client acknowledges that breach of this clause could cause injury to The Investigation Group and damages would not be an adequate remedy. In the event of a breach or threatened breach by the Client The Investigation Group shall be entitled to apply for injunctive relief and/or any other remedy available to it and the Client shall indemnify The Investigation Group against all costs, claims, demands and liabilities arising directly or indirectly out of such breach.

9. Sources

The Investigation Group (and any of its associated agents) shall not be required to divulge either its sources of information or its procedures for obtaining it.

10. Cancellation

Cancellation of instructions will only be accepted upon receipt of a written cancellation. The Investigation Group reserves the right to charge for any work done or any costs incurred at The Investigation Group current rates in force from time to time. The Investigation Group reserve the right to cease carrying out any instruction immediately if it is believed, or suspected to be unlawful, or it jeopardises the safety of its staff. Any payments made will be deemed as nonreturnable.

11. Force Majeure

The Investigation Group (and any of its associated agents) shall be under no liability for any delay or failure to perform its obligations under this agreement if it is unable to carry out any Services for any reason beyond its control, including; without limitation, changes in legislation, war, fire, flood, drought, sickness, injuries, mechanical failure, public transport delays/cancellations, failure of power supply, lock-out strike or other action taken by employees in contemplation of furtherance of a dispute, or owing to any liability to produce materials required to perform the Services, or any items sent by postal service and not arriving / lost. If these matters continue for more than one (1) month, the Client shall be entitled to terminate this agreement by notice in writing, provided the Client pays all outstanding invoices for work done and costs incurred prior to the force majeure event.

12. Assignment

The client may not assign or transfer any rights and/or obligations under this agreement without The Investigation Group prior written consent. The Investigation Group may assign and/or sub-contract its obligations without written notice to the Client.

13. Process Serving

14.1. In all matters where documents are accepted by The Investigation Group for Serving, attempts to serve the documents will be conducted at the discretion of The Investigation Group and/or its Agents.

14.2 When service of the documents has been effected on the first attempt, the service to the client will be complete and the full amount including any disbursements and taxes quoted to the Client when The Investigation Group accepted the 'commission', will be payable to The Investigation Group by the Client.

14.3 When for any reason, service of the documents could not be effected on the first attempt and The Investigation Group and/or its Agents are of the opinion that to make further attempts will not be necessary or not be advantageous, then no further attempts to effect service of the documents will be made, the service to the Client shall be complete and the full amount including any disbursements and taxes quoted to the Client when The Investigation Group accepted the 'commission', will be payable to The Investigation Group by the Client.

14. Agreement

These terms and conditions contain the entire agreement between the parties in relation to its subject matter and supersede all previous conditions understandings commitments, agreements or representations whatsoever whether oral or written ("Pre- Contractual Statement"). The Client acknowledges that they have not agreed to these terms in reliance on any Pre-Contractual Statement made by The Investigation Group not expressly set out in this agreement. The Client also agrees that the only remedy available to it for breach of this agreement shall be for breach of contract and it shall have no right of action against The Investigation Group in respect of any Pre-Contractual Statement. This agreement may not be modified or amended except in writing signed by a duly authorised representative of both parties.

DEFINITIONS

The Investigation Group, "Group" means as defined at <http://www.businessdictionary.com>:

A collection of individuals who have regular contact and frequent interaction, mutual influence, common feeling of camaraderie, and who work together to achieve a common set of goals.

Approved Providers/Agents means, any agents/associates acting or contracted on our behalf, or such other party as The Investigation Group may use.

Client means the person, firm, individual or organisation from whom instructions have been given to The Investigation Group whose details are set out on this form.

Commission means our authority to undertake or perform certain duties or functions. Process Serving means 'Service of Process', which means when attempts are made to serve or service is affected of legal documents on the individual/ organisation/company/firm/entity to whom the document(s) is/are directed.

Services means such of The Investigation Group Tracing, Process Serving, Investigative Service, Surveillance, Reporting, Investigations, Witness Statement Taking, Personal Security Services Collision Investigation and any such services of a similar nature requested by the Client.