

# YORKSHIRE INVESTIGATIONS LIMITED

# TERMS AND CONDITIONS

## **1. Introduction**

These terms of business set out the basis on which we shall conduct all matters undertaken for or by you and shall be read in accordance with any covering letter. Any differences arising in respect of individual matters shall be notified to you in writing.

## **2. Costs**

2.1 The cost of our services shall be indicative of the type of work undertaken and it is normal procedure for us to provide a quotation in each instance. If there are any changes in your instructions or relevant circumstances at any time these shall be reflected, as we deem fit, in an amended quotation which shall be provided to you at the earliest opportunity. In the event that we are unable to provide a quotation we shall keep you informed of the work in progress on a periodic basis, or upon your request.

2.2 Where it is necessary to instruct a third party on your behalf, including but not limited to external investigators, to assist with your matter we shall do so as your agent and you shall be responsible for payment of their fees.

## **3. Payment**

We expect prompt payment for the services that we provide. In order to ensure this takes place we shall estimate the cost of the services requested and these may be payable, at our discretion, before the commencement of the work.

## **4. Deposits**

A sum equivalent to 50% of the estimated bill or £250 whichever is the greater will be regarded as a deposit. On cancellation it will be refundable as follows:

Over 7 Days Notice	50% of Deposit Sum
3 to 7 Days Notice	25% of Deposit Sum
Less than 3 days Notice	No Refund
Less than 24 hours Notice	Full payment Required

Days are counted as clear days before day of work.

## **5. Payment**

### 5.1 Payment to Yorkshire Investigations Limited:

Our invoices are payable within 30 days and we reserve the right to charge interest at an equivalent rate of 8% above current base rates chargeable from time to time on late payments. You agree to pay all fees and charges (and applicable taxes) incurred which relate to the provision and/or use of the services, in accordance with the rates and Terms and Conditions published from time to time by Yorkshire Investigations Limited. Any and all amounts payable for services may be required in advance and Yorkshire Investigations Limited shall not be required to refund to you, in whole or in part, any amounts paid or prepaid for use of any services, unless otherwise agreed. If you are paying by credit or debit card, you hereby irrevocably authorise Yorkshire Investigations Limited to charge your credit or debit card for damages, additional service time, and/or any charges due and not immediately paid by you. Unless you notify Yorkshire Investigations Limited in writing of any discrepancies or unauthorised charges within sixty (60) days after the invoice has been raised they will be deemed accepted by you for all purposes, including resolution of enquiries made by your card issuer. You release Yorkshire Investigations Limited from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Yorkshire Investigations Limited within sixty (60) days of its first appearance on an invoice.

### 5.2 In default of due payment of its invoice, Yorkshire Investigations Limited may in its absolute discretion and irrespective of any other rights maintain an action against the customer for the invoice sum upon which interest shall be payable at the above mentioned rate from the date of the invoice until payment. In addition a late payment fee of £40, £70 or £100 (dependent upon the amount of the invoice) will be levied against each and every invoice which remains unpaid after 30 days from the date of the invoice.

### 5.3 The customer shall indemnify Yorkshire Investigations Limited against all costs which it may reasonably incur to recover its invoice sum.

### 5.4 Payment by Yorkshire Investigations

We will pay all invoices at the end of the calendar month following the month we receive the invoice. They will be paid in full on the basis that the Agent or Agency carrying out the work has acted in accordance with our written instructions. Should that not be the case we reserve the right to pay a reduced fee or no fee at all dependant on the individual circumstances.

### 5.5 Cash Collections

Any agent working or carrying out work for Yorkshire Investigations Limited who collects any sum on our behalf or that of our client(s) shall pay the full sum immediately to our nominated bank account. No sums shall be retained for any purpose, nor shall any amount be used as 'set off' for any expenditure. If action is required to recover such sums, then paragraphs 5.2 & 5.3 will apply.

## **6. Complaints**

We hope that you will have no reason to complain about the services we provide to you. However in the event that you are not satisfied please direct your complaint to us in the first instance. All complaints made to us will be handled in an efficient manner and we will strive to resolve them quickly. In the event that you remain dissatisfied then you are at liberty to resort to the Disciplinary procedures available through the Association of British Investigators; [www.theABI.org.uk](http://www.theABI.org.uk)

## **7. Liability**

7.1 The services we provide 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.

7.2 Any work undertaken directly for our own clients shall be covered by the Insurances held by Yorkshire Investigations Limited.

7.3 Any work undertaken for other Agencies or other investigators shall, in every case, be covered by the Instructing Agency's own insurance. Should the instructing agency not hold such insurance or not wish to indemnify Yorkshire Investigations Limited or its staff, then Yorkshire Investigations Limited must be informed at the time of instruction.

7.4 Anyone instructing Yorkshire Investigations Limited should make us aware immediately of any concerns they may know of which would put us or our staff at risk or compromise our integrity. Any failure to do so will make you liable for the consequences.

## **8. Rights of Third Parties**

8.1 Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other person. Unless specifically agreed in writing by us in advance, you agree that you will not be acting for another person/company.

8.2 The terms on which we are acting on your matters (contained herein or otherwise) are intended to be enforceable solely by the instructing party and us.

8.3 We do not accept any liability for services or information provided by any third parties instructed by us on your behalf in respect of your matters.

## **9. Confidentiality**

9.1 We shall endeavour to treat as confidential all information concerning your business affairs received as a result of your instructions and not to disclose the information to any third party save to those persons whom we deem necessary to inform unless such information is (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by any law.

9.2 We reserve the right to require you to enter into a separate confidentiality agreement should we deem it necessary.

9.3 We reserve the right to act on behalf of other individuals/companies who operate in your area or related area subject to our obligations of confidentiality referred to above.

## **10. Publicity**

From time to time we may wish to issue publicity about our company and where there is no objection from our clients in respect of their specific matters we like to identify certain individuals/companies and their particular transactions including its nature and the parties involved. In the event that this is unacceptable to you please let us know, otherwise we shall proceed on the basis that we are free to provide details in relation to you, when appropriate.

## **11. Communication**

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 let us know.

## **12. Termination**

We reserve the right to terminate the provision of our services to you by providing two weeks written notice delivered to your address. You may also terminate your instructions to us on any matter at any time by providing us with written notification. Notwithstanding any termination by either of us you agree to pay any outstanding fees and costs incurred up to the date of termination or the fixed fee agreed.

## **13. Documentation**

If at the end of each matter you wish us to return or forward to you or others or deposit in safe custody any documentation which we have acquired from you or on your behalf in respect of such matter, please provide written instructions of the same. In the event that we receive no instructions we shall retain such documentation on our files for a period at our discretion.

## **14. Variation of Terms**

We reserve the right to amend or supplement any terms herein contained generally or specific to any matter by providing notice in writing.

## **15. Governing Law**

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

## **16. Data Protection**

For the avoidance of doubt the instructions are accepted on the basis that our services are conducted under the direction of the client and as such we are deemed the Data Processor and the client, and/or the principal is deemed Data Controller.