



**PROACTIVE INVESTIGATIONS LIMITED**  
**STANDARD TERMS AND CONDITIONS OF BUSINESS**

**Formation of contract: -**

Proactive Investigations Limited (The Company) will conduct business only on the following terms & conditions, which:

1. Can only be varied in writing by The Company,
2. Will override any terms stipulated or referred to by the Client in any communication when dealing with The Company and:
3. Supersede any prior representation, written or oral, made to the Client by The Company.

**Services Provided:-**

The Company agrees to provide services relating to Client's instructions relating to investigatory issues as follows:

All Legal Services

Process Serving

Surveillance Operations

Traces

General Investigations

Criminal and Fraud Investigations

Training

Personal Injury Claims

General and Inter Agency Services

**Price of Services:-**

**Reg Office: 163, Holland Street, Denton, Manchester, M34 3GE**  
**PO Box 4336, Manchester, M61 0BW**

All prices to Client's for the services we provide will be charged based on The Company's current price list unless otherwise stated.

**Payment:-**

The Company will invoice the Client for the services supplied upon the completion of their instruction or at stages agreed by The Company.

The invoice will be payable in accordance with the stated terms, which can be found at the bottom of the invoice, these terms being within 30 x days after the receipt of the invoice unless previous arrangements have been agreed between The Company and the Client in advance, in writing. The Company reserve the right to request a full deposit of the final estimated invoice before commencement of any instruction, with any overpayments being refundable within 7 x working days from the date of receipt of the invoice. Statutory interest and compensation will be charged on all commercial accounts not paid within 30 x days. Interest at 8% above the Base Rate will be charged on all overdue private accounts. We reserve the right that if invoices are not paid in accordance with our stated terms, it may result in legal proceedings / court proceedings being activated.

Any queries relating to invoices should be addressed in writing, within 14 x days of receipt of the invoice date, after which the invoice will be deemed as having been accepted.

**Agreement:-**

By supplying an instruction for The Company, the client understands and agrees that:-

1. The Company will perform all its services and investigations according to its own methods which will be in accordance with all English Laws and within the scope of authorisation and operation as requested by the Client. The Company reserves the right to use the services of a selected contractor without notification to the client, for example in conducting trace enquiries etc, and whilst every effort will be made by The Company to ensure selected contractors act within The Company's terms and ethics, the contractor remains ultimately responsible for his/her own actions and The Company holds no liability. Unless otherwise provided in writing The Company does not guarantee success or desired results in any business undertakings and that a lack of success or desired results does not relieve the Client of responsibility for payment for the services provided. The Company agrees to provide services to the best of its ability and will submit a verbal and / or written report, if so required, to the Client with respect to the same.
2. No record set of records or any report referencing records, submitted by The Company or a Contractor of The Company, is acceptable for use as evidential material in any court proceedings. It is the sole responsibility of the Client to obtain evidential verification of all information provided if the recipient of such records is in need of information which is of evidential value. Information is obtained from a multitude of public and private databases, record keeping systems and other sources and there can be absolutely no warranty expressed or implied as to the accuracy, completeness, timeliness, or availability of the records listed, nor to the fitness for purpose of the recipient of such records or reports. Information provided may be limited or not comply There can be absolutely no guarantee that the information pertains to, or pertains exclusively to, the search criteria information which was submitted by the Client.
3. The Client will defend, indemnify and hold harmless The Company from any and all claims or actions (including reasonable legal fees), brought against The Company in connection with any use of the information that the Client has requested, which is contrary to any Law or

regulation. This includes the relatively new legislation relating to the EU General Data Protection Regulations (GDPR). If anybody is unsure on how to comply with GDPR: please refer to the following link: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32016R0679>

4. Notwithstanding anything in writing to the contrary, under no circumstances will The Company provide the Client with a refund for instructions given where work has already commenced.
5. There will be no attempt made by the Client to reverse, refund, contest, dispute, charge-back or otherwise stop payment of any fees owed to The Company for instructions rendered under this agreement.
6. The Client is to provide 48hrs notice of cancellation of any booked time or service and to accept billing for services booked should notice not be given.
7. All timescales for services are estimated and cannot be guaranteed; and that any run over on these time frames will not invalidate these Terms and Conditions.
8. Any documents that are considered to contain sensitive personal data information will be sent to the Client by The Company using the safe preferred encryption method used by The Company.

**The Company will only provide information to the Client on the understanding that it is not to be used in any way that will breach any relevant laws, court orders, injunctions or any form of legal documentation forbidding forms of contact with the person who is subject of the investigation. If any such documents exist between the Client or their representative and the subject of investigation, then our services may not be used.**

**Proper Law:-**

These Terms and Conditions shall be governed by English Law and any dispute arising out of or in connection with the same shall be determined by the English Courts.

Updated 26 August 2018.

Proactive Investigations Limited (Company No 08076755)

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