

MODEL TERMS OF BUSINESS ©

Article 28.3 GDPR ready - For the exclusive use of ABI members with their clients

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www.theABI.org.uk

1. Introduction

- 1.1 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.
- 1.1 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.

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 in the circumstances of the matter 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 investigations to assist with your matter, we shall do so as your agent and you shall be responsible for payment of their fees.

3. Payment on Account

From time to time we may ask you to place full funds on account for initial fees and disbursements and settlement of third parties' fees. Any request for any such monies shall not be an estimate or cap on any fee and unless payment was made for a specified purpose, may be used to meet our fees when invoiced to you.

4. Billing

We prefer to bill at the conclusion of a matter however we reserve the right to render interim invoices to you during the course of the matter. If in the event you have any particular billing requirements please advise us prior to us commencing work.

5. Payment of Invoices

Our bills are payable upon receipt and we reserve the right to charge interest and other charges under the Late Payment of Commercial Debts (Interest) Act 1998.

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 solve them quickly. In the event that you remain dissatisfied then you are at liberty to resort to the disciplinary procedures available against the individual member through the Association of British Investigators, www.TheABI.org.uk which in the first instance will engage an independent adjudicator to advise on whether any of its code of ethics or byelaws have been breached

7. Liability

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.

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 & Sub-contracting

- 9.1. We will 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 solely for the purpose of the performance of your instructions and they too be bound by the same terms as set out herein, unless such information (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by any law.
- 9.2. For the avoidance of doubt, the performance of some or all of the agreed methods to meet the defined objectives, may require us to outsource our services to a sub-contractor/sub-processor; it is unequivocally agreed that we do so with your agreement providing we in turn do so to a party that is in turn bound to contractual terms within the parameters of your instructions to us and our contract with you and in particular mirrored Terms of Business covering Confidentiality, Conflict of Interest, Compliance and Data Protection as those terms set out herein.
- 9.3. We reserve the right to require you to enter into a separate confidentiality agreement should we deem it necessary.
- 9.4. For the purpose of law enforcement and/or fraud awareness/prevention or enforcement it is agreed that commercial data acquired by us in the course of your instructions may be shared at our discretion. Personal data however will remain confidential.
- 9.5. We reserve the right before we commence any actions or activities on your behalf to conduct due diligence on the client and instructions. This may require that you provide proof of your identity prior to undertaking your instructions.

10. Publicity & Restraint of Trade

- 10.1 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 but not 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.
- 10.2 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 and Conflict of Interest referred to above.

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 advise us.

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 or email. 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 / Personal Data

- 13.1 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 and any personal data on our files or electronically, securely for a period at our discretion not exceeding 24 months during which period we will also retain records of our processing activity.
- 13.2 During our retention of any personal data processed by us on your behalf the same will be kept securely and where transferred to you or a sub-processor or other party so instructed by you, it shall be encrypted with a unique password communicated to the recipient separately and take such other steps as required to comply with Article 32 GDPR.
- 13.3 We undertake to offer you or the data subject, if you so instruct, without charge, assistance should a data subject formally serve you with a Subject Access Request or other obligation under chapter III GDPR. Any Subject Access Request served on us direct will be referred to you immediately upon receipt.
- 13.4 In the event of a data breach during our processing of personal data under the terms of this contract we shall notify you immediately and in any event in such manner as to assist you in your compliance of Article 28(f) GDPR.
- 13.5 We shall submit to audits and inspections, provide you with whatever information you need to ensure that we and you are both meeting the Article 28 obligations, and tell you immediately if you are asked to do something infringing the GDPR or other data protection law of the EU or a member state.
- 13.6 Our appointed Data Protection Officer is named on our web site.

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 the jurisdiction applicable to our head office (principal place of business) and you agree to submit to the exclusive jurisdiction of the Courts therein.

16. Compliance & Data Protection

- 16.1. 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 Controller¹. The handling of personal data will be in accordance with your instructions and direction and in accordance with the model Data Protection Policy published by The Association of British Investigators, www.TheABI.org.uk.
- 16.2. 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.
- 16.3. In the execution of our instructions and investigative or surveillance activities or litigation support services we may adopt certain skilled methodology and/or utilize electronic devices, which may capture personal data. Such activities, services and use of equipment will be carried out within such Guidelines and Good Practice Policies published by The Association of British Investigators, www.TheABI.org.uk
- 16.4. We are affiliated to The Association of British Investigators and the members are subject to that professional body's Code of Ethics and Professional Standards, www.TheABI.org.uk
- 16.5. In accordance with the terms of the Modern Slavery Act 2015 and notwithstanding any exemption thereto this agency meets the responsibilities to ensure all staff, internal, external or contracted and its supply chain workers are not the victims of modern slavery or human trafficking. The safeguards against modern slavery or human trafficking are carried out in our due diligence procedures.

17. Training & Continuing Professional Development

We are affiliated to The Association of British Investigators and the members are subject to that professional body's programme of training and continuing professional development www.TheABI.org.uk

¹ a controller is a natural or legal person or organisation which determines the purposes and means of processing personal data; and a processor is a natural or legal person or organisation which processes personal data on behalf of a controller.