

By instructing Locard Investigations Ltd, to proceed with a case on your behalf, you are agreeing to these terms in their entirety.

## 1. Services

Locard Investigations Ltd shall provide the following services ("services") to the Client in accordance with the terms and conditions of this Agreement: Services include, but are not limited to Tracing, Surveillance, Background checks, Asset location, Pre-employment checks, Missing person/s location, vehicle tracking, process serving and matrimonial matters.

## 2. Delivery of the Services

- a. Start date: Locard Investigations Ltd shall commence the provision of the services at a time agreed by both parties.
- b. Completion date: Locard Investigations Ltd shall complete/cease to provide the services either when the objective of the services has been achieved or when Locard Investigations deems fit.
- c. Locard Investigations Ltd will not be held responsible for loss of the subject of any surveillance operation, due to weather, traffic or other uncontrolled conditions.
- d. Locard Investigations Ltd will endeavour to provide all its services within the shortest amount of time possible. On some occasions, a trace may take slightly longer than the quoted time. If this occurs, the client is still bound by the terms and as such, our fee is still payable.
- e. Under certain circumstances, Locard Investigations Ltd will offer you the option of having daily surveillance updates. On these occasions, we or our agents may not provide full written reports. We will advise you of this upon receipt of your instructions or as soon as it is operationally possible.
- f. On some occasions, it may not be possible to provide photographic evidence during a surveillance. However, we will where possible, endeavour to utilise covert equipment in these circumstances. This cannot be guaranteed, and you will be notified of such as soon as is operationally possible.
- g. Locard Investigations Ltd are not able to offer finite, generic results for a background check, asset check or pre-sue report. We cannot guarantee to provide all elements of the fee. Due to the nature of these cases, we do not know the exact level of information that can be obtained until we initiate the case. As such, should every element not be available, we do not offer refunds in part or in full. Furthermore, as we use the data supplied by the client when conducting all investigations, should the client provide false or wholly inaccurate data from the outset or withhold critical information, we will not be held responsible for the content of any reports provided by us. It is the client's responsibility to provide accurate information concerning the subject of any investigation. The timescales quoted for background checks should be taken as a guide only. Depending on findings, some cases may require more time.
- h. If a retrace is refused and refund requested, we reserve the right to charge an administration charge of £ 25.00. This charge will apply unless agreed otherwise. In order to invoke the terms as detailed here, if a client considers a trace result to be inaccurate, they MUST provide us with VERIFIABLE evidence to support their claim that the traced address is incorrect.
- i. Should the client incur costs as a result of travel or other in respect of a trace result, Locard Investigations Ltd will NOT reinstate these costs under ANY circumstances.
- j. If, for ANY reason, Locard Investigations Ltd are unable to deliver any service within the quoted or agreed timescales, Locard Investigations Ltd cannot be held responsible for any additional costs incurred by the client. Furthermore, should the client instruct an alternative agency due to any delays on the part of Locard Investigations Ltd, Locard Investigations Ltd will not be held responsible for ANY additional costs or expenses incurred by the client.
- k. All person trace reports will contain the following:  
Current address of the individual, names of anyone else at the address, associated with the subject and the subject's date of birth. A contact number, email address and any other details will be provided, where available. Please note that we cannot guarantee to provide the additional details, and these do not form any part of our contract with you. Should a client provide inaccurate or unverified information within their trace instructions that result in a negative trace, we will not offer any refund of fees paid. We will not discuss any details of a trace report until payment has been received in full.

## 3. Employment traces

An employment trace is an exact trace, based on the details provided by our clients. As such, our agents search every available employment data set and make discreet enquiries in person. If an individual is employed, we always obtain the details.

## 4. Limitation of liability

- a. Subject to the Client's obligation to pay the cost of the services to Locard Investigations Ltd, Locard Investigations Ltd liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with these terms or the performance or observance of its obligations under these terms and every applicable part of it shall be limited in aggregate to the cost of the services.
- b. To the extent it is lawful to exclude the following heads of loss and subject to the Client's obligation to pay the cost of the services, in no event shall Locard Investigations Ltd be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c. No clauses will serve to limit or exclude either party's liability for death or personal injury arising from its own negligence.

## 5. Term and Termination

- a. These terms shall be effective on the date hereof and shall continue, until the Completion Date.
- b. Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 7 days of written notice from the other Party so to do; or

c. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either Party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

d. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 6. Law

a. The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the services contemplated herein.

b. The Client will hold harmless, protect, and defend Locard Investigations Ltd, 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.

## 7. Legal Notice

a. Notwithstanding anything to the contrary contained in these terms, neither Locard Investigations Ltd nor any of its employees or agents warrants that the services will be uninterrupted.

b. In no event will Locard Investigations Ltd be liable to the Client or any third party for any damages including, but not limited to: service interruptions caused by Acts of God, power failures or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to provide the Services, failure of any service provider, of any telecommunications carrier, of any sub-contractor, even if Locard Investigations Ltd has been advised of the possibility of such damages.

c. This agreement constitutes the sole agreement between Locard Investigations Ltd and the Client regarding any services provided by Locard Investigations Ltd.

## 8. Payment

a. Ordinarily we will accept payment of charges by credit card, debit card, charge card, direct debit, bank deposit and electronic transfer, but we reserve the right to refuse any payment method if we have reasonable cause to believe such payment may be dishonoured.

b. The customer may not withhold payment of any invoice or other amount due to Locard Investigations Ltd by reason of any right of set-off or counterclaim which the customer may have or is alleged to have for any reason whatsoever. All payments, unless otherwise agreed, are due within 30 (thirty) days of Locard Investigations Ltd raising the invoice to the client. We will not discuss the contents of our reports in any detail until the fee due has been paid in full. See section e for more detail on payments.

c. 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 established from time to time by Locard Investigations Ltd. Any and all amounts payable for services shall be payable within 30 (thirty) days from date of invoice, unless previously agreed. Locard Investigations Ltd 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.

d. Unless you notify Locard Investigations Ltd in writing of any discrepancies or unauthorised charges within sixty (60) days after they first appear on your credit card statement, PayPal statement or carrier bill, they will be deemed accepted by you for all purposes, including resolution of enquiries made by your card issuer. You release Locard Investigations Ltd from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Locard Investigations Ltd within sixty (60) days of its first appearance on an invoice, credit card statement or carrier bill.

e. Fees are payable 30 days after the date of invoice, unless agreed otherwise PRIOR to instruction. Locard Investigations Ltd expect payment from you, regardless of your agreement with your client. The client not receiving payment from their client will not be deemed sufficient reason for your delayed payment to Locard Investigations Ltd. Some fees will be required in advance of commencing the task. All fees are payable before we send reports – this is mandatory and non-negotiable.

Any fees not paid within the agreed time will attract further charges payable from the fee due date as detailed in section 9.

f. Locard Investigations Ltd do not offer refunds unless agreed at the outset of any investigative work. If a trace provided by Locard Investigations Ltd proves to be inaccurate within 30 (thirty) days of us notifying you, the client, of the trace being completed, we will reserve the right to either provide a full refund or initiate a retrace until such time that all avenues have been exhausted, without further charge being made by Locard Investigations. Should a client obtain the required address from a third party within the 30 days or thereafter, we reserve the right not to issue a refund of the trace fee. Furthermore, we will not be responsible, under any circumstances, for expenses incurred.

g. Cancellations. Once our agents have been assigned to the client's case, cancellations cannot be accepted under any circumstances.

Should a cancellation be received once the assignments have been confirmed or commenced, all outstanding fees and balances will be liable for payment by the client.

h. If a client withholds relevant case detail or information when instructing us, which later becomes available, Locard Investigations Ltd reserve the right to cancel any and all agreement/s. Furthermore, any payments made will not be refunded.

i. If at any stage after we have been instructed to conduct a trace, the client instructs another agency for the same trace, we reserve the right to cancel the agreement. Under these circumstances, our fee will be payable, in full or a cancellation fee of £95.00 will be payable at our discretion.

j. All fees are payable in full, before we will send the client any details relating to the report, reports or part thereof. This stands unless prior arrangement with Locard Investigations Ltd has been agreed.

k. Some fees may be payable in full, in advance. We will notify you of this upon acceptance of your instructions.

l. Locard Investigations Ltd will provide at least three forms of payment to the client. These will include Visa/MasterCard, bank transfer or PayPal. Locard Investigations Ltd do not accept any responsibility for failed payments of any type. Locard Investigations Ltd do not accept cheques.

m. As we take most person trace cases on a no trace, no fee basis and incur costs as soon as we initiate a trace instruction, we do not accept a cancellation of the instruction once submitted to us.

#### 9. Default in Payment

a. In default of due payment of its invoice, Locard Investigations Ltd 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 rate of 2% per calendar month or part thereof from the date of the invoice until payment.

b. The customer shall indemnify Locard Investigations Ltd against any legal costs which it may reasonably incur to recover its invoice sum.

c. To trace or confirm a client's address prior to proceedings - £450.00.

d. Cost per email/letter to pursue the debt - £60.00.

e. All legal costs at the prescribed amount.

f. Bailiff and High Court Enforcement Officer visits will be charged at their prescribed rate per visit.

g. Any other costs incurred by Locard Investigations Ltd in pursuit of the overdue fee will also be charged.

h. Should the client be based outside of the UK, additional charges such as Lawyer fees and all disbursements will be levied against the client.

i. All costs will be due in Pounds Sterling.

j. If a payment is stopped or cancelled once we have started your case or sent the report, we will, without ANY notice, issue Court Proceedings for recovery of the debt and all associated costs as above.

#### 10. Cancellation

a. In the event of cancellation by the client of any service prior to the service being started, the client shall be responsible for all costs incurred by the company. Payment of these costs becomes due immediately.

#### 11. Complaints procedure

a. If the client believes they have a grievance, this must first be advised by email or writing. All complaints must be made writing to our office address or by email to [info@Locardinvestigations.com](mailto:info@Locardinvestigations.com). This must be accompanied by all supporting evidence. All complaints will be acknowledged within 24 hours and resolved within 7 days unless otherwise notified. Any client posting to social media or review sites before we have concluded our enquiries, will forfeit their right to a refund, retrace or otherwise.

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. By instructing Locard Investigations Ltd, you are agreeing to be bound fully by these terms.

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