

**AH JONES INVESTIGATORS LIMITED
STANDARD TERMS AND CONDITIONS**

1. SERVICES

The services provided by AH Jones Investigators Limited ("the Company") to the Client are subject to the following standard terms and conditions. Clients of AH Jones Investigators Limited are deemed to be aware of these terms and conditions and accept they are binding in their entirety.

2. FORMATION OF CONTRACT

AH Jones Investigators Limited shall conduct business solely on the terms and conditions which:

- a) Can only be varied in writing by a Director of the Company;
- b) Override and exclude any terms stipulated or referred to by the Client in any communication or prior course of dealing with the Company; and
- c) Supersede any prior representation whether oral or written, made to the Client by any employee or agent of the Company.

3. APPOINTMENT OF AGENTS

The Company reserves the right to appoint Approved Agents to carry out such work as and when it is deemed apposite.

4. FEE FOR SERVICES

Quotes/estimates for services provided are based upon the Company's current price list of services and are offered in good faith based upon the interpretation of the information supplied or available at the time of provision and are only a guide. As such, all quotes/estimates and price arrangements may be subject to variation dependent upon circumstances and what each assignment ultimately involves. Where practicable any variation shall be notified to the Client in writing, email, or by telephone. A copy of the Company's current price list for services is available upon request.

5. DISBURSEMENTS

Any disbursements incurred in the execution of services engaged shall be charged to the Client in full or at the discretion of the Company.

6. TERMS OF PAYMENT

The Company shall invoice the Client for the services supplied upon completion of those services. Payment is due in full immediately upon completion of the assignment unless agreed otherwise. The Company may provide credit terms of 30 days to Client invoices, which is subject to approval.

7. DEPOSIT

The Company reserves the right to request a payment on account (deposit) for all or part of the quote/estimate prior to undertaking any work.

8. LEGAL AIDED / PUBLIC FUNDED ASSIGNMENTS

Clients who undertake work on behalf of third parties that are or may be subject to LSC Legal Aid or similar public funding, are to bring this fact to the attention of the Company prior to commencement of work. The Company reserves the right to refuse to undertake any such work if the Company deems it is not in the Company's commercial interests to do so. If the Company agrees to undertake Legal Aid or similar Public Funded work on behalf of a Client, an extension to the agreed credit terms may be applied. Whether such extension to credit terms is agreed or not, the Client with whom the contract of assignment is agreed shall be liable for payment of the Company's invoice in full, regardless of whether the Client's third party client is accepted for Legal Aid or similar Public Funded work or not. The Client is ultimately responsible for the payment of the Company's invoice in full and the invoice will not be negated or the payment total amended should Legal Aid or Public Funding be reduced or withdrawn.

9. LATE PAYMENT / DEFAULT IN PAYMENT

The Company may assign any or all of the following measures in respect of invoice balances that remain outstanding after the payment due date:

- (a) A Late Payment Charge of £60 may be applied to the Client's account at the discretion of the Company.

(b) Interest at the rate of 8% above Base Rate shall be applied on any overdue amount, commencing on the first day of an overdue account. Interest shall continue to be accrued on a daily basis until such time as the amount owed is cleared in full, subject to the Company's discretion.

(c) The Company will have a general lien over any Goods in the possession of the Company as security for any sums owed to it by the Client under this Agreement or otherwise. Storage may be charged for any goods detained under lien. If any lien is not satisfied within a reasonable time the Company may at its absolute discretion sell the Goods concerned and apply the proceeds in or towards discharge of the lien and the expenses of the sale.

Clients who undertake work for a third party (e.g. Law firms) and who subsequently instruct the Company to carry out work on their client's behalf are to be fully aware that they are liable for payment of the Company's invoices upon completion of the assignment. Reasons for non-payment or late payment of the Company's invoices due to late payment or default of payment by their client (the third party) will not be accepted as a reason for non-payment. It is entirely the Client's responsibility to ensure sufficient funding arrangements are in place prior to the Company being instructed to carry out an assignment. The Client shall indemnify the Company against any legal costs which it may reasonably incur to recover the sum owed.

10. CLIENT OBLIGATIONS

The following Client Obligations shall be prevalent prior to any commencement of work undertaken by the Company on behalf of the Client:

(1) The Client hereby warrants that with regards to information provided by the Company, the Client will not place reliance upon such information in conducting its business and will not under any circumstances hold the Company responsible for any loss or damage sustained as a result thereof.

(2) The Client agrees to indemnify and hold harmless the Company against all claims, proceedings, costs, losses and damages which the Company may sustain or incur in connection with the service supplied to the Client, unless those claims can be proven to result from the willful misconduct of the Company.

11. LIABILITY

The Company shall not be liable for any loss and/or damages sustained by the Client by reason of any inability on the part of the Company to perform its obligations by reason of war, riot, explosion, fire, flood, Act of God, strike, Acts or Regulations of Government, shortfall in materials or labour or failure of equipment or any event which the Company is unable to avoid.

In addition to the above, the Company shall not be liable for loss and/or damage sustained by the Client resulting from, but not limited to, any acts, errors or omissions by the Company or its employees or appointed agents. Furthermore, the Company shall not be liable for loss and/or damage sustained by the Client resulting from any reliance placed upon information provided to the Client by the Company.

12. CONSEQUENTIAL LOSS

The Company shall not be liable to the Client for any consequential loss or damage irrespective of its cause.

13. EQUIPMENT

The Company reserves the right to request a deposit from the Client for any equipment owned by the Company or its agents in undertaking an assignment on behalf of a Client or third party. The Client shall be liable for the full replacement cost of equipment lost or damaged during an assignment carried out on behalf of the Client or third party.

14. SET-OFF

The Client may not withhold payment or part payment of any invoice amount due to the Company by reason of any right of set-off or counterclaim which the Client may have or allege to have for any reason whatsoever.

15. CONFIDENTIAL INFORMATION AND DATA PROTECTION

The Client may not disclose any confidential information provided to it by the Company unless expressly permitted to do so by the Company in writing. Both parties shall comply with the principles set out in the Data Protection Act 1998 in respect of any personal data disclosed in connection with the provision of services. It shall be understood that the Client acknowledges that any breach of this clause could cause injury to the Company and damages would not be an adequate

remedy. In the event of a breach or threatened breach by the Client, the Company shall be entitled to apply for injunctive relief and/or any other remedy it sees fit to apply and the Client shall indemnify the Company against all such costs, claims, demands and liabilities arising directly or indirectly out of such brief.

16. SOURCES OF INFORMATION

The Company reserves the right not to divulge either its sources of information, procedures for obtaining such information or the names of its employees or Approved Agents assigned with obtaining such information.

17. CANCELLATION

Cancellation of instructions by the Client to the Company will only be accepted upon receipt of a written cancellation request. The Company reserves the right to charge the Client for any work undertaken or costs expended prior to the cancellation of the instruction.

The Company reserves the right to suspend, or cease the undertaking of any instruction on behalf of the Client immediately, if it is believed or suspected that the Client's instructions are unlawful or that they will, or may, put the safety of the Company's employees or Approved Agents at risk. Any deposits taken prior to commencement of work are accepted by the Client as non-refundable.

18. ASSIGNMENT

The Client may not assign or transfer any rights and/or obligations under this agreement with the Company's prior written consent. Furthermore, the Company may assign and/or sub contract its obligations and duties without written notice to the Client.

19. MISCELLANEOUS

It should be noted that each of these terms and conditions is to be noted separately and shall survive and apply even if one or more of the other terms and conditions are held to be unreasonable or otherwise inapplicable.

The headings contained herein are for reference purposes only; they should not be deemed to be an indication of the meaning of the clauses to which they relate.

20. 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.

21. COMPLAINTS & REFUNDS

Any complaints about the services received should be submitted to the Company in writing in the first instance. Such complaints will be handled on a case by case basis. Should information provided be inaccurate, the Company reserves the right to apply a refund or credit against the outstanding invoice. Additionally, the invoice may be cancelled at the Company's discretion.

Signed: Dated:
(signature of client)

Printed name: