



& ABLE INVESTIGATION ENFORCEMENT SOLUTIONS

Terms and Conditions of Business

Please note that the Instructing Client is responsible for all fees, the Legal Services Commission nor the clients, client is responsible for accounts raised, the instructing firm are held fully responsible for the fees incurred and are payable after 28 days, we reserve the right to add interest and compensation to any payment that falls outside these Terms & Conditions.

All services provided to the Client are subject to the following Terms and Conditions of Business. Clients of Able Investigations & Enforcement Solutions and Bailiff Services LLP. hereafter referred to as AIES, are deemed to be aware of the terms and conditions of this agreement and accept that they are binding in their entirety. Upon instructing Able Investigations, either using verbal or written communication you are hereby entering into a legally binding contract under UK law that binds you as the client/customer and to pay in full our rates and reasonable expenses, whilst we except that some clients are funded by the Legal Services Commission, **we must remind our clients that the contract whether verbal or written is held with them and not the Legal Services Commission or their client, the instructing firm is responsible for the fees incurred and payable after 28 days.** This binds Able Investigations to carry out the work to the best of our professional ability and to conclude the work in either a written documented or verbal report.

Appointment

Under this agreement AIES may appoint its Approved Providers/Agents to carry out the services as and when we feel it is appropriate.

Fees

All estimates and price arrangements with clients may from time to time be subject to variation by notice in writing, email or by telephone. All prices for services are subject to Value Added Tax. All disbursements shall be charged for services provided as appropriate. Preliminary work carried out, whether experimental or otherwise at the client's request shall be chargeable at AIES current rates agreed prior to instruction.

Terms of payment

The client shall pay all invoices within 28 days of the date of the invoice unless otherwise agreed in writing. AIES may charge the client interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount, payable by the client immediately on demand, from the due date up to the date of actual payment, after as well as before judgment. Such interest shall accrue on a

daily basis and be compounded quarterly. AIES's liability to the client arising by reason of or in connection with this agreement or however otherwise arising shall be limited to £175, 000 in respect of any one claim or any series of claims.

Client's Property

The client's property and all property supplied to AIES or its Approved Provider(s) by or on behalf of the client shall, while it is in the possession of AIES Investigations or its Approved Agent or in transit to or from the client, be at the client's own risk unless otherwise agreed and the client should insure accordingly. AIES shall be entitled to make a reasonable charge for the storage of any client's property and to dispose of any such property if unclaimed after 3 months.

Insolvency

If the Client ceases to pay its debts in the ordinary course of business, or is unable to pay its debts as they become due, or being a company is deemed to be unable to pay its debts, or has a winding up petition issued against it, or being a person becomes bankrupt, or has a bankruptcy petition issued against them, AIES without prejudice to other remedies, shall (i) have the right not to proceed further with any contract or any other work for the client and be entitled to charge for work already carried out and any costs incurred in so doing, such charge to be an immediate debt due by the client and (ii) in respect of all unpaid debts due from the client have a general lien on all goods and property in its possession and shall be entitled to retain such goods or property until the client pays AIES all outstanding amounts due.

This Agreement

This agreement shall be governed and construed in accordance with the laws of England & Wales. Both parties shall submit to the exclusive jurisdiction of the English & Wales Courts.

Confidential Information and Data Protection

The client may not disclose any confidential information provided to it by AIES unless expressly permitted to do so by AIES in writing. Both parties shall comply with the data protection principles set out in the Data Protection Act 1998 in respect of any personal data disclosed in connection with the provision of the services. The client acknowledges that breach of this clause could cause injury to AIES and damages would not be an adequate remedy. In the event of a breach or threatened breach by the client, AIES shall be entitled to apply for injunctive relief and/or any other remedy available to it and the client shall indemnify AIES against all costs, claims, demands and liabilities arising directly or indirectly out of such breach.

Sources

AIES shall not be required to divulge either its sources of information or its procedures for obtaining it.

Cancellation of Assignment

Cancellation of instructions will only be accepted upon receipt of a written cancellation. AIES reserves the right to charge for any work done or any costs incurred at AIES current rates in force from time to time.

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AIES shall be under no liability for any delay or failure to perform its obligations under this agreement if it is unable to carry out any services for any reason beyond its control including (without limitation) changes in legislation, war, fire, flood, drought, failure of power supply, lock-out strike or other action taken by employees in contemplation of furtherance of a dispute, or owing to any liability to produce materials required to perform the Services. If these matters continue for more than one (1) month, the client shall be entitled to terminate this agreement by notice in writing, provided the client pays all outstanding invoices for work done and costs incurred prior to the force majeure event.

The client may not assign or transfer any rights and/or obligations under this agreement without AIES prior written consent. AIES may assign and/or sub-contract its obligations upon written notice to the client.

These Terms and Conditions of Business contain the entire agreement between the parties in relation to its subject matter and supersede all previous conditions understandings commitments, agreements or representations whatsoever whether oral or written ("Pre- Contractual Statement"). The client acknowledges that they have not agreed to these terms in reliance on any Pre-Contractual Statement made by AIES not expressly set out in this agreement. The client also agrees that the only remedy available to it for breach of this agreement shall be for breach of contract and it shall have no right of action against AIES in respect of any Pre-Contractual Statement (other than for fraudulent misrepresentation). This agreement may not be modified or amended except in writing signed by a duly authorised representative of both parties.

DEFINITIONS

AIES

AIES and any associated company of AIES group of companies, to include: Bristol Investigations, European Process Servers and Able Investigations & Enforcement Limited, Bailiff Services LLP these are all trading names of Able Investigations & Enforcement Solutions, and no use of the name or Able's Logo can be reproduced without the consent of the Directors.

Client

Means the person, firm or organisation from whom instructions have been given to AIES and whose details are set out on this form.

Services

Means such of AIES Tracing, Process Serving, Investigative Service, Surveillance, Reporting, Investigations, Witness Statement Taking, Enforcement Services and any such services of a similar nature requested by the client.

Approved Agents

Means approved, professional agents/associates acting on our behalf, or such other party as AIES may notify to the client from time to time.

COOKIES

You are informed that this website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google") to help analyse the use of this website. For this purpose, Google Analytics uses "cookies", which are text files placed on your computer.

The information generated by the cookies about your use of this website - standard internet log information (including your IP address) and visitor behaviour information in an anonymous form - will be transmitted to and stored by Google including on servers in the United States. Google will anonymise the information sent by removing the last octet of your IP address prior to its storage. According to Google Analytics terms of service, Google will use this information for the purpose of evaluating your use of the website and compiling reports on website activity for AIES.

AIES will not use, and will not allow any third party to use the statistical analytics tool to track or to collect any personally identifiable information of visitors to this site. Google may transfer the information collected by Google Analytics to third parties where required to do so by law, or where such third parties process the information on Google's behalf. According to Google Analytics terms of service, Google will not associate your IP address with any other data held by Google.

By using this website, you consent to the processing of data about you in the manner and for the purposes set out above. You may refuse the use of cookies by downloading and installing **Google Analytics Opt-out Browser Add-on**. The add-on communicates with the Google Analytics JavaScript (ga.js) to indicate that information about the website visit should not be sent to Google Analytics.