



SEAGAL INVESTIGATIONS LIMITED – Terms & Conditions

All Services provided to the Client are subject to the following terms and conditions in this agreement. Clients of Seagal Investigations Limited are deemed to be aware of the terms and conditions of this agreement and accept that they are binding in their entirety.

1. Appointment

Under this agreement Seagal Investigations Limited may appoint its approved providers/agents to carry out the services as and when we feel it is appropriate.

2. Price/Fee

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 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 Seagal Investigations Limited current rates agreed prior to instruction. A copy of our current price list is available upon request.

3. Terms of payment

Solicitors, law firms and similar organisations agree to pay all invoices for services carried out by Seagal Investigations Limited within 30 days of the date of the invoice, unless otherwise agreed in writing; Seagal Investigations Limited withhold the right to change the above terms only on approval from the client, for example; where the total proposed invoice value exceeds £250.00, full payment may be required prior to instructions being carried out unless otherwise agreed in writing or that Seagal Investigations Limited are confident the client has a good credit standing. Where LSC, Legal Aid or Publically Funded Cases are concerned Seagal Investigations must be informed prior to commencement of any instructions as this will undoubtedly cause a delay in payment. If no written agreement is provided/agreed with/by the client all invoices must be settled within 30 days as above.

3.1 Any instructions carried out by Seagal Investigations Limited (either via private, commercial or corporate instruction) other than that defined in (3.0) will only proceed upon full payment of the proposed invoice value unless otherwise specifically agreed in writing or if the client has an account.

3.2 Seagal Investigations Limited 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. We also reserve the right to charge £40.00 administration fee for late payment of invoices.

3.3 Private clients must pay the full balance prior to any instruction carried out on their behalf. Any credit(s) due will be reimbursed within 28 days of completion and both parties are satisfied that the instruction is complete.

3.4 Cancellation: If we have acted on your instructions in any way, we will not provide a refund due to the client cancelling the instructions. Our service provided to our clients encumbers us with costs, disbursements and general running costs before, during and after instructions. Therefore, any instruction requires a full financial commitment to it by you (the client).

In the event that you are unsatisfied in the way in which our service has been delivered, you must inform us verbally and then in writing and sent via recorded delivery of the exact nature of your dissatisfaction, we will then make enquiries into the matter and provide a response within 14 days. In the event that we find evidence that the service you were provided with was unsatisfactory, we will negotiate with you with respect to any refunds. A retainer is non-refundable, and is not treated as a deposit.

4. Liability

Seagal Investigations Limited' liability to the Client arising by reason of or in connection with this agreement or however otherwise arising shall be limited to £250,000 in respect of any one claim or any series of claims.

Seagal Investigations Limited shall not be held responsible for the loss of a subject whilst conducting Surveillance or observation duties on behalf of the client. Should this scenario arise, the client shall still be held responsible for the remaining balance as per quoted and all fees must be settled in accordance with this agreement. In any case this shall be a minimum of 4 hours at any one time.

Clients are responsible for any equipment provided to them for the purpose of hire, borrowing or lending for any length of time. In particular, this includes GPS Vehicle Tracking devices, where a £500.00 deposit (payable in advance) will be retained by Seagal Investigations Ltd to cover the cost of loss. In the event that the equipment is lost or irretrievable by our agents the deposit will not be refunded as this will cover replacement costs. Any deposits due for refund will be deposited into the clients account within 14 days following the last day of operations.

5. Client's Property

(a) The Client's property and all property supplied to Seagal Investigations Limited or its Approved Provider(s) by or on behalf of the Client shall, while it is in the possession of Seagal Investigations Limited or its Approved Provider(s) or in transit to or from the Client, be at the Client's own risk unless otherwise agreed and the Client should insure accordingly.

(b) Seagal Investigations Limited 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.

6. 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 him, Seagal Investigations Limited 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 Seagal Investigations Limited all outstanding amounts due.

7. Law

This agreement shall be governed and construed in accordance with the laws of England. Both parties shall submit to the exclusive jurisdiction of the English courts. The Client agrees to be solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the services contemplated herein. The Client will hold harmless, protect, and defend Seagal Investigations Limited, 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.

8. Confidential Information and data protection

The Client **may not** disclose any confidential information provided to it by Seagal Investigations Limited unless expressly permitted to do so by Seagal Investigations Limited 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 Seagal Investigations Limited and damages would not be an adequate remedy. In the event of a breach or threatened breach by the Client, Seagal Investigations Limited shall be entitled to apply for injunctive relief entitled to apply for injunctive relief and/or any other remedy available to it and the Client shall indemnify Seagal Investigations Limited against all costs, claims, demands and liabilities arising directly or indirectly out of such breach.

9. Sources

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

10. Re-checks

Re-checking information at Seagal Investigations Limited expense will be undertaken only if Seagal Investigations Limited is notified in writing within 28 days of Seagal Investigations Limited dated report including full itemised proof that Seagal Investigations Limited information was incorrect at the date of the report. Failure to do so will constitute acceptance of the report by the Client and the invoice charge will stand.

11. Cancellation

Cancellation of instructions will only be accepted upon receipt of a written cancellation. Seagal Investigations Limited reserves the right to charge for any work done or any costs incurred at Seagal Investigations Limited current rates in force from time to time. Seagal Investigations Limited reserve the right to cease carrying out any instruction immediately if it is believed, or suspected to be; unlawful, or it jeopardises the safety of its staff. Any payments made will be deemed as non-returnable.

12. Force majeure

Seagal Investigations Limited 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, sickness, injuries, mechanical failure, public transport delays/cancellations, 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.

13. The Client may not assign or transfer any rights and/or obligations under this agreement without Seagal Investigations Limited prior written consent. Seagal Investigations Limited may assign and/or sub-contract its obligations upon written notice to the Client.

14. These terms and conditions 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 Seagal Investigations Limited 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 Seagal Investigations Limited 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

Seagal Investigations Limited	Seagal Investigations Limited (Ltd) and any associated company of Seagal Investigations Ltd group of companies, which operates from: The Studio 23a Southcote Road Bournemouth Dorset BH1 3SH
Client	means the person, firm, individual or organisation from whom instructions have been given to Seagal Investigations Limited and whose details are set out on this form.

Services means such of Seagal Investigations Limited tracing, process serving, Investigative Service, Surveillance, reporting, investigations, Witness Statement Taking, Personal Security Services and any such services of a similar nature requested by the Client.

Approved Provider means approved, professional agents/associates acting or contracted on our behalf, or such other party as Seagal Investigations Limited may notify to the Client from time to time.

I/we, the undersigned: _____
(Company Name / Clients Name)

Address: _____

County: _____ Post Code: _____

Telephone: _____ Mobile: _____

Email: _____

agree and accept the terms and conditions of Seagal Investigations Limited consisting of 4 (four) pages and agree to pay all fees/invoices within 30 days (as per 3.0), or prior to instructions being carried out (private clients - 3.1)

Signed _____

Full Name (Mr/Mrs/Ms/Dr): _____

Position (if applicable): _____

Date: ____ / ____ / 20__