



ACUMEN

PRIVATE INVESTIGATION

TERMS & CONDITIONS

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the following meanings:

“Client” means the individual, partnership, company or any other entity instructing Acumen Private Investigation to carry out Services.

“Conditions” means these Terms and Conditions incorporated into every contract for Services made between the Client and Acumen Private Investigation.

“Services” means any of the Services and activities carried out by Acumen Private Investigation on behalf of the Client, including the collection of accounts, tracing absconding debtors, legal Services and bespoke credit management assistance.

“Acumen Private Investigation” means Acumen Private Investigation (ACUMEN) and includes any employees, agents, representatives, suppliers or any other third parties contracted by Acumen Private Investigation in providing the Services.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

2. Application

2.1 Subject to any variation under Condition 2.3, any contract or agreement for Services between Acumen Private Investigation and the Client will be on these Conditions to the exclusion of all other Terms and Conditions (including any Terms or Conditions which the Client purports to apply under any document).

2.2 These Conditions supersede all previous Terms and Conditions in force between Acumen Private Investigation and the Client and prospective Clients unless otherwise, agreed in writing by Acumen Private Investigation.

2.3 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Director of Acumen Private Investigation. Nothing in this condition will exclude or limit Acumen Private Investigation’s liability for fraudulent misrepresentation.

2.4 Each request by the Client for Acumen Private Investigation to provide the Services shall be deemed to be a request by the Client to receive Services subject to these Conditions.

3. Tracing

3.1 Address Trace

3.1.1 Where tracing is charged on a “No Trace, No Fee” OR a “Guaranteed Refund” basis a successful trace is where either:

3.1.1.1 a contact address for the subject is obtained and confirmed by Acumen Private Investigation to the Client;

3.1.1.2 the subject is confirmed as being at the same address as provided; or

3.1.1.3 if the subject is confirmed to be deceased.

3.2 Employment Trace

3.2.1 A successful trace is where either:

3.2.1.1 the subject’s employer’s details are provided by Acumen Private Investigation to the Client; or

3.2.1.2 the subject is confirmed by Acumen Private Investigation to the Client as self-employed; or

3.2.1.3 the subject is confirmed by Acumen Private Investigation to the Client as unemployed.

3.3 Trace Re-check Requests

3.3.1 If requested, re-checks will be carried out within ninety (90) days of the original report.

3.3.2 Re-checks requested after the expiry of the ninety (90) day period referred to in Condition 3.3.1 above will be treated as a new trace.

3.3.3 Where information supplied by Acumen Private Investigation is found to have been incorrect at the time of the original report, a full credit of the original report fee will be issued to the Client.

3.3.4 Where information supplied by Acumen Private Investigation is found to have been incorrect at the time of the original report, but new information is obtained in the course of the re-check, a full credit of the original report fee will be issued to the Client and the new information will be supplied and invoiced to the Client at the agreed trace fee.

3.3.5 Where information supplied by Acumen Private Investigation is found to have been correct at the time of the original report and where new information is obtained in the course of the re-check, a further fee equal to the original report fee will be charged to the Client.

3.3.6 Where information supplied by Acumen Private Investigation is found to have been correct at the time of the original report and that information is confirmed as still correct or approximate date of leaving since the original report date is confirmed in the course of the re-check, a further fee equal to 50% of the original report fee will be charged to the Client in addition to the original report fee.

4. Service of Documents

4.1 The collection and delivery of documents from the Client's premises are subject to a collection/delivery fee as advised to the Client from time to time by Acumen Private Investigation.

4.2 Subject to the remaining provisions of this Condition 4 below, the fee agreed between Acumen Private Investigation and the Client for the service of documents includes attendance at the subject's address in accordance with CPR Rules (Part 6) or equivalent to attempt service and the preparation of a witness statement.

4.3 If requested by the Client, an affidavit of service will be prepared and sworn by Acumen Private Investigation is subject to an additional fee.

4.4 Unless the Client provides triplicate copies of each set of documents to be served, Acumen Private Investigation reserves the right to make reasonable charges to the Client for photocopying of documents prior to service.

4.5 Fees for the postage of large or bulky items will be charged at cost by Acumen Private Investigation to the Client.

4.6 Fees for the same day service of documents will be advised by Acumen Private Investigation to the Client and may include courier charges at an hourly rate.

4.7 Fees for the next day service of documents will be advised by Acumen Private Investigation to the Client and may include overnight guaranteed delivery charges.

5. Client's Obligations and Liabilities

5.1 Any information supplied by Acumen Private Investigation to the Client is to be treated as indicative only and the Client agrees that information supplied by Acumen Private Investigation is supplied in the strictest of confidence. The Client agrees not to divulge any information or part to any third party or parties. All correspondence including conversations are agreed to be strictly confidential and shall not be repeated to any outside source.

5.2 The Client shall make all payments due to Acumen Private Investigation under these Conditions or otherwise without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Acumen Private Investigation to the Client.

5.3 The Client agrees and permits Acumen Private Investigation to make searches against the Client at any credit reference agency unless such consent is withdrawn by written notice to Acumen Private Investigation.

5.4 The Client agrees to undertake any reasonable actions and provide instructions to Acumen Private Investigation upon request to enable Acumen Private Investigation to carry out the Services. In the event that the Client fails to take such actions or provide instructions within 21 days, Acumen Private Investigation reserves the right to charge the Client the fees and/or commissions agreed to be payable as if the Services had been successfully performed in their entirety by Acumen Private Investigation.

6. Fees, Commissions and Charges

6.1 The prices and charges payable by the Client are those quoted prior to the commencement of work unless otherwise separately agreed in writing to the Client prior to Acumen Private Investigation being instructed to act by the Client.

6.2 Expenses incurred on assignments are charged gross. Air travel, insurance, vehicle hire, congestion charge and tolls are charged at cost to the Client.

6.3 Where prices and charges are not quoted, Acumen Private Investigation undertakes as far as is reasonable and is possible to notify the Client of any extraordinary or additional charges before such charges are incurred or likely to be incurred.

6.4 All fees and charges are subject to VAT at the prevailing rate where applicable.

6.5 If requested by Acumen Private Investigation, the Client agrees to make a payment on account of costs prior to the commencement of the provision of the Services by Acumen Private Investigation.

6.6 Retainers and deposit payments are accepted from Clients on the strict understanding that any refund consideration is made at the sole discretion of Acumen Private Investigation and if a refund is granted there will be an administration charge of 20% of the original Assignment fee plus any expenses incurred. This also applies if the Assignment is cancelled prior to commencement.

6.7 Acumen Private Investigation's credit Terms are 30 days from the date of invoice unless extended credit Terms have been agreed in writing with a Director of Acumen Private Investigation. Time of payment shall be of the essence of all contracts between the Client and Acumen Private Investigation to which these Conditions apply.

6.8 Acumen Private Investigation will consider extending Credit to Solicitors and Professional Bodies at their sole discretion. In any event, all first time, surveillance and overseas instructions will be paid in advance.

6.9 Acumen Private Investigation charges interest at 8% above base on late payment of invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

6.10 In the event of a Client failing to pay any charges or invoices due to Acumen Private Investigation, then Acumen Private Investigation reserves the right not to provide the Client with continuing Services and to withdraw all or any Services without notice.

6.11 Where Acumen Private Investigation is instructed to carry out additional work such as liaising with solicitors, outside agencies, producing written reports, acting solely as a witness etc. this work is chargeable at an hourly rate advised from time to time by Acumen Private Investigation to the Client.

6.12 No charge will be made by Acumen Private Investigation to any Client who seeks advice on the telephone unless this is an overseas assignment. If a Client requests Acumen Private Investigation to attend their premises, or elsewhere, for the purpose of giving instructions or to seek advice Acumen Private Investigation may make a charge, details of which can be requested from Acumen Private Investigation. Any such charge will be paid in advance of the appointment date.

7. Other Services

7.1 Acumen Private Investigation will, on application, provide Clients with other Services, tailored to the Client's specific requirements and for which a separate and or additional agreement or charges will be reached if requested by the Client.

7.2 Where such Services are provided the Client will be liable for all incumbent overheads, disbursements and charges whatsoever incurred by Acumen Private Investigation or its agents at the prescribed rates notified or agreed separately with the Client.

7.3 Where the Client instructs Acumen Private Investigation to hold suspend or discontinue performance of such Services without reasonable explanation or without the recommendation of Acumen Private Investigation, then Acumen Private Investigation reserves the right to charge the Client the fees and/or commissions agreed to be payable as if such Services had been successfully performed in their entirety by Acumen Private Investigation.

8. Acumen Private Investigation's Obligations and Liabilities

8.1 The Client accepts that Acumen Private Investigation's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the sum insured provided always that Acumen Private Investigation shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the Services provided by Acumen Private Investigation. Nothing in these Conditions excludes or limits the liability of Acumen Private Investigation for death or personal injury caused by the Acumen Private Investigation's negligence or fraudulent misrepresentation.

8.2 Acumen Private Investigation will not be liable for any losses or damages arising out of any incorrect information contained in any legal processes.

8.3 Acumen Private Investigation accepts no liability for errors or negligence caused by actions of employees, representatives, suppliers or any other third party contracted by Acumen Private Investigation in providing the Services or fulfilling its responsibilities and duties towards the Client.

8.4 Acumen Private Investigation will at all times maintain confidentiality as regards the information obtained from the Client in the performance of the Services and shall not disclose such information to any third party (other than its employees, agents, representatives, professional advisors, suppliers or any other third parties contracted by Acumen Private Investigation in providing the Services) without the consent of the Client (such consent not to be unreasonably withheld) or to the extent that Acumen Private Investigation is under a legal duty to disclose such information or if a Client has failed to pay any outstanding invoice or commission due to Acumen Private Investigation.

8.5 Documents provided to Acumen Private Investigation are agreed to be provided at the sender's own risk and only copies of relevant documents should, if necessary, be passed for action. Acumen Private Investigation does not accept responsibility for any documents that are lost or destroyed. Acumen Private Investigation reserves the right to dispose of or destroy documents still in its possession three months from the date of receipt.

8.6 Witness court attendance by Acumen Private Investigation is subject to fees, court location and availability.

9. General Conditions & Information

9.1 Acumen Private Investigation reserves the right to decline or cease any assignment before or during commission without giving specific reasons.

9.2 All information provided to any Client is on the express condition and understanding that such information is solely for the use of the Client concerned and not for publication or resale without the express written consent of Acumen Private Investigation. All instructions, results and reports are for lawful purposes only. The Client confirms by signing these Terms & Conditions that they are not requesting Acumen Private Investigation to commit any unlawful act or to act as an agent for them in carrying out any activity that they are not legally entitled to do so themselves. Any instructions shall be reviewed by the Client for legal compliance and shall be deemed that any instructions are as if the Client has conducted the instruction themselves.

9.3 Because of the nature of the investigations business, Clients should be aware that Acumen Private Investigation cannot guarantee the outcome of any investigation.

9.4 Any complaints will be submitted in writing and sent to Admin@Acumen.today for a full enquiry. Unresolved complaints may be referred to a mutually acceptable Arbitrator, at the Clients expense and the Arbitrators decision will be final and binding on both the Client and Acumen Private Investigation.

9.5 Acumen Private Investigation is notified under the Data Protection Act with the Information Commissioners Office.

9.6 Acumen Private Investigation reserves the right to defer the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Acumen Private Investigation including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic/pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) provided that, if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to give notice in writing to the other to terminate any contract subject to these Conditions.

9.7 Each right or remedy of Acumen Private Investigation under these Conditions is without prejudice to any other right or remedy of Acumen Private Investigation whether under these Conditions or not.

9.8 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions and the remainder of such provision shall continue in full force and effect.

9.9 Failure or delay by Acumen Private Investigation in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.

9.10 Any waiver by Acumen Private Investigation of any breach of, or any default under, any provision of these Conditions by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other Terms of these Conditions.

9.11 Nothing in these Conditions or the provision of the Services shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Client and Acumen Private Investigation.

9.12 Any notice hereunder shall be in writing and be deemed to have been duly given if delivered personally or sent by pre-paid first-class post (airmail if to an address outside the United Kingdom) to the party concerned at its last known address. Notices delivered personally, shall be deemed to have been given when delivered, notices sent by first class post shall be deemed to have been given seven days after dispatch (fourteen days if given by airmail) and notices sent by email shall be deemed to have been given on the date of sending.

9.13 The Client is not permitted under these Conditions to attempt to employ any Acumen Private Investigation staff whilst employed by Acumen Private Investigation or for a period of six months after leaving Acumen Private Investigation.

9.14 Acumen Private Investigation and the Client do not intend that any term of these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to any contract for the provision of Services.

9.15 These Conditions shall be governed by English Law and all parties shall submit to the exclusive jurisdiction of the courts of England and Wales.

9.16 All Clients are advised to retain/obtain a copy of this Agreement.