



All references made to Harriet Bond LTD within this document apply to any faction and/or branches represented by Harriet Bond LTD.

Please read through the following Terms and Conditions carefully. Your contract - and thusly your utilisation of our services - is conditioned on your acceptance of and compliance with the following Terms. This document outlines the conditions of all services provided by Harriet Bond. Whilst not all of the outlined conditions may be applicable please ensure that you read and fully understand the conditions of the specific services that you are requesting. Should you as the client request additional services that differ from your original engagement it is important that you refer to this document in order to understand the terms related to that additional service. Should you have any queries regarding our Terms and Conditions please contact your Case Manager prior to signing.

1. General

1.1 These terms and conditions of contract constitute the sole agreement between Harriet Bond LTD ("The Provider") and the client in connection with all and any services provided by the provider to the client.

1.2 These terms of business set out the basis on which the provider shall conduct all matters undertaken for the client and shall be read in accordance with any covering communication. Any differences arising in respect of individual matters shall be notified to you in writing.

1.3 The provider is a firm of private detectives and investigators and provides services including, but not limited to, tracing, polygraph, surveillance, asset location, pre-employment checks, vehicle tracking, process serving and debugging. All services supplied by the provider are provided in accordance with these terms and conditions.

1.4 Any work undertaken by the provider shall be done so once it has been established that there is valid and legal reason for any form of investigation to commence. Should it come to the attention of the provider that information pertinent to the validity of the work was misrepresented, fabricated or withheld all work shall cease immediately and no refund would be offered. This includes but is not limited to; omitting any information of court orders, ongoing criminal or legal investigations.

1.5 In the event that circumstances change during an investigation and the validity of an investigation no longer applies all work shall cease immediately. In the event that a client has taken direct action to cause these changes in circumstance then no refund would be provided.

1.6 It is the clients' responsibility to ensure any documents or data delivered to the client by the provider are retained by the client. Any data, be it data pertaining to the client or any data collected through the course of an investigation shall be retained by the provider for no longer than three months on completion of services. After this period, unless otherwise instructed in writing by the client all data shall be destroyed.

2. Specific Services

2.1 GPS Electronic tracking devices:

2.1.1 A GPS Electronic Tracking Device shall be deployed to a vehicle. The device relies on the global positioning system to determine and track the subject's vehicle within a comparatively small area to assist the provider during surveillance operations.

2.1.2 Any recorded location or real time transit data shall be transmitted to a central database. Whereby the data can be accessed in conjunction with software providing information such as subject vehicle geographical locations, addresses and subject vehicle speeds. Any data collected from the device shall be available during the period of an active investigation. It is the client's responsibility to retain any required data after this period as in line within these terms & conditions.

2.1.3 Data collected by a GPS tracking device provides intelligence on the movement of an asset (normally a vehicle). As such the tracker will also provide data on a living person (assumed or known). Tracking devices are a surveillance tool and are not dissimilar to a Surveillance Operative following a subject. Data collected from the use of a tracking device should never be used as sole evidence without corroborating evidence such as photographic or physical surveillance conducted by an operative.

2.1.4 In the event that the client directly causes the loss or damage to a GPS tracking device deployed by the provider, the provider reserves the right to seek financial compensation to cover the loss of the device, this cost shall be **£250** per device. This includes but is not limited to informing the subject of the GPS trackers deployment, disclosing information to the subject or third parties which results in the discovery of the GPS tracker, physically tampering with the devices or the client attempting to conduct surveillance through a source other than the provider whilst the device is deployed.

2.1.5 The 'commands' function on the tracker platform is for office use only and should not be used by the client unless prior authorisation is given by a Case Manager. In the event that a client uses the 'commands' function on the tracker platform without prior consent this can considerably deplete the battery life. If a tracking device requires exchanging due to the clients use of the commands function then a **£75** 'unscheduled exchange fee' will be applied. In addition, should a client use the 'commands' function without authorisation the provider reserves the right to charge an additional **£20** to cover the costs of SMS credits used by the client.

2.1.6 In the event that the provider is unable to deploy the vehicle tracker due to the vehicle not being present at the agreed upon location or if the client fails to disclose pertinent information such as security measures that inhibits the deployment, an additional **£75** will be debited from the client to cover the cost of the provider returning to deploy the device. This charge will be incurred each time the provider has to attend the vehicle until a successful deployment has been made.

2.1.7 It is the clients' responsibility, where possible, to make the provider aware of any vehicle servicing and/or MOT dates due or booked for the vehicle(s) of an investigation that are being tracked with a provider-owned GPS tracking device. This must be discussed with the client's Case Manager when the case is being arranged and prior to deployment. In the event that a service or MOT is due on a tracked vehicle and the early removal of the device is prearranged with the client's case manager prior to deployment, the charge for each redeployment attempt once the service/MOT is completed will be **£75**.

2.1.8 In the event that a service or MOT is due on a tracked vehicle and the early removal of the device by the provider has to take place at short notice (not prearranged), the provider then reserves the right to remove the device at the cost of any residual pre-paid tracking days at the providers discretion. In addition, the charge for each redeployment attempt once the service/MOT is completed will be **£75**.

2.1.9 For cancellation and refunds please see section 9.

2.2 Polygraph examinations:

2.2.1 The provider takes the safe guarding of our clients seriously. It is the client's responsibility to provide accurate and truthful answers during the safe guarding process. As in line with these terms and conditions, should it come to the provider's attention that inaccurate information has been supplied the provider reserve the right to cancel or cease a polygraph examination and no refund will be offered.

2.2.2 The location and date of the polygraph examination shall be provided to the client. It is the client's responsibility to attend the location at the arranged time. Should the client fail to attend the given time and location the provider reserves the right to cancel without refund

2.2.3 The Client acknowledges that should the Examinee fail to attend the Polygraph Examination or cancel with less than 2 working days' notice, then no refunds will be available. Should the client cancel in excess of 2 working days then a refund may be offered with the deduction of any expenses such as travel or facilities already financed by the provider.

2.2.4 By accepting these terms and conditions the client agrees to accept the results provided by the examiner. Polygraph examinations are conducted using a validated testing technique. The client accepts that the provider makes no guarantee of a conclusive result.

2.2.5 As outline in these terms and conditions any data provided by the client or obtained during the polygraph examination will only be retain for a period of three months on completion of the examination unless specifically requested by the client.

2.2.6 The Client acknowledges that should they have consumed or taken any undisclosed drugs or alcohol prior to the Polygraph examination this may result in the cancellation of the examination at the Providers discretion. No refunds will be available in this instance.

2.2.7 For cancellation and refunds please see section 9.

2.3 Tracing Services:

2.3.1 As outlined within these terms & conditions (1.4/1.5) any work undertaken by the provider shall be done so, once it has been established that there is valid and legal reason for any form of investigation to commence. Should it come to the attention of the provider that information pertinent to the validity of the work was misrepresented, fabricated or withheld all work shall cease immediately and no refund would be offered.

2.3.2 Trace services vary and it is important you discuss the specific type of service that you are requesting and the information you expect to receive in return. In certain cases, the provider shall only act as an intermediary and contact the subject of the trace on the client's behalf requesting, they make contact and will not release information unless authorised by the subject of the trace.

2.3.3 In line with these terms & conditions, the provider takes the safeguarding of clients and subjects seriously. A legal and valid reason for any trace work to be conducted must be established prior to any work commences.

2.3.4 By accepting these terms and conditions the client agrees to accept the results provided by the provider. The client accepts that in the event that the provider cannot supply the requested information then no refund will be offered as the investigative work and research will have still been conducted unless agreed by the provider in writing.

2.3.5 For cancellation and refunds please see section 9.

2.4 Surveillance:

2.4.1 As outlined within these terms & conditions (1.4/1.5) any work undertaken by the provider shall be done so once it has been established that there is valid and legal reason for any form of investigation to commence. Should it come to the attention of the provider that information pertinent to the validity of the work was misrepresented, fabricated or withheld all work shall cease immediately and no refund would be offered.

2.4.2 Any surveillance work conducted shall be done so to comply with UK law or the laws of the country the surveillance work is conducted. Surveillance conducted by the provider shall be directed and non-intrusive

2.4.3 In the event that circumstance change during an investigation and the validity of an investigation no longer applies all work shall cease immediately. In this event the onus will fall to the client to provide evidence of the change in circumstances. In the event that a client has taken direct action to cause these changes in circumstance then no refund would be provided.

2.4.4 It is the clients' responsibility to ensure any documents or data delivered to the client by the provider are retained by the client. Any data, be it data pertaining to the client or any data collected through the course of an investigation shall be retained by the provider for no longer than three months on completion of services. After this period, unless otherwise instructed in writing by the client all data shall be destroyed.

2.4.5 Due to the nature of surveillance work and the impartiality of the provider, the provider makes no guarantee of desired results and will not accept accountability for circumstances beyond our reasonable control.

2.4.6 **For cancellation and refunds please see section 9.**

2.5 Debugging Services

2.5.1 As outlined within these terms & conditions (1.4/1.5) any work undertaken by the provider shall be done so once it has been established that there is valid and legal reason for any form of investigation to commence. Should it come to the attention of the provider that information pertinent to the validity of the work was misrepresented, fabricated or withheld all work shall cease immediately and no refund would be offered.

2.5.2 **Property Private:** Proof of residence must be presented prior to the any work commencing. This can be in the form of current utility bills, council tax bill or drivers licence. If a request is made by a landlord to conduct a sweep on an unoccupied rented property then proof of ownership must be provided, this can be in the form mortgage statements, property title or landlord's insurance certificate.

Commercial property: Any request to conduct a sweep on a business premises shall only be done so once it has been established that the individual making the request has authorisation to do so.

Vehicles: Car, boats, aeroplanes: Proof of ownership must be provided or written consent given by the owner of any vehicle to be swept. In the event that a vehicle is owned by a partner or spouse then proof of insurance or proof of marriage must be provided.

2.5.3 The client acknowledges that the provider will only locate and inform the client of any devices found during the sweeping service. The provider WILL NOT make any attempt to remove or deactivate any located devices. Once a device has been located the client assumes all responsibility for the removal, deactivation or reporting to the relevant authorities.

2.5.4 The client acknowledges that whilst every precaution will be taken, should any damage be incurred to any property during the sweeping process the provider will not be liable and the client accepts responsibility for any repair or financial loss.

2.5.6 **For cancellation and refunds please see section 9.**

3. Costs & Payment

3.1 Services must be paid for in advance and the provider shall not be obliged to commence work until cleared funds are in its possession unless the prior agreement of an account and credit facility has been made in writing by the provider. In the event an account is in place then all balances must be paid within 30 days of any work commencing.

3.2 The agreed charge for the services is exclusive of disbursements and other expenses incurred by the provider during the performance of the services and these will be charged separately. Disbursements and other expenses will include the use of public transport, undercover expenses incurred during undercover work, fees and charges incurred in attending public or private functions necessary for the performance of the services, video editing, any other taxes, charges or tariffs necessarily incurred during the provision of the services, and any other expenses agreed in advance by the client. A client who has paid for these services by credit or debit card irrevocably authorises the provider to charge the same card for any expenses due which have not been pre-paid.

3.3 The client shall pay all amounts of the agreed service in full without any deduction or withholding except as required by law. The client shall not be entitled to assert any credit, set-off or counterclaim against the provider in order to justify withholding payment of any such amount in whole or in part.

3.4 The client agrees to indemnify the provider against any damages, costs, other charges, and in respect of any additional service time incurred as a consequence of providing the services. If for any reason the provider is unable to perform and/or deliver the services to the client, a refund in full (if no services have been delivered) or in part (if partial services have been delivered) will be provided within 30 days after the provider agrees to provide it.

3.5 Any dispute in relation to any amount charged by the provider must be notified to the provider by the paid client within 30 days of such charge being made. In the absence of notification in accordance with this paragraph, any charges made will be deemed to have been accepted for all purposes, and you consequently release the Provider from all and any liability

4. Complaints

4.1 We hope that you will have no reason to complain about any of the services we provide to you. However, in the event that you are not satisfied please direct your complaint to us in the first instance. All complaints made to us will be handled in an efficient manner and we will strive to solve them quickly, we endeavour to respond to any complaint within 3 working day.

Complaints can be made to:

The Office Manager
Harriet Bond Ltd
140 Nottingham Road
Stapleford
Nottingham
NG9 8AR
info@harrietbond.com

5. Liability

5.1 The services we provide you with, which shall include any information or advice given to you, is based solely on the information you have given to us and does not constitute advice to any third party to whom you may communicate it.

6. Rights of Third Parties

6.1 Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other person. Unless specifically agreed in writing by us in advance, you agree that you will not be acting for another person/company. The terms on which we are acting on your matters (contained herein or otherwise) are intended to be enforceable solely by the instructing party and us. We do not accept any liability for services or information provided by any third parties instructed by you on your behalf in respect of your matters.

7. Confidentiality & Sub-contracting

7.1 We will treat as confidential, all information concerning your personal and business affairs received as a result of your instructions and will not disclose the information to any third party except to those persons whom we deem necessary to inform solely for the purpose of conducting your instructions and then those individuals will be bound by the same terms as set out herein, unless such information (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by any law. For the avoidance of doubt, the performance of some or all of the agreed methods to meet the defined objectives, may require us to outsource our services to a sub-contractor/sub-processor; it is unequivocally agreed that we do so with your agreement providing we in turn do so to a party that is in turn bound to contractual terms within the parameters of your instructions to us and our contract with you and in particular mirrored Terms of Business covering Confidentiality, Conflict of Interest, Compliance and Data Protection as those terms set out herein. We reserve the right to require you to enter into a separate confidentiality agreement should we deem it necessary. For the purpose of law enforcement and/or fraud awareness/prevention or enforcement it is agreed that commercial data acquired by us in the course of your instructions may be shared at our discretion. We reserve the right before we commence any actions or activities on your behalf to conduct due diligence on the client and instructions. This may require that you provide proof of your identity prior to undertaking your instructions.

8. Communication

8.1 We shall only communicate with the client directly or with individuals authorised by the client. If you have any specific security requirements relating to the communication of information to you or your company (as the case may be) then please advise us.

9. Cancellation and Refunds

9.1 Where the provider has been instructed to commence a service of any kind, and a payment has been made by the client, these monies are non-refundable in full once the provider has commenced work on the client's instruction. As per 1.5 within this document, failure to disclose or any attempts to withhold information affecting the validity of any investigative work will result in work ceasing and no refund offered.

9.2 Any refund made or offered by the provider will be limited by funds available after any direct or indirect liability incurred by the provider, including time used for the purpose of meetings, facilities hire, consultations, travel or preparation, has been remunerated. All agreed refunds will be processed within 30 days.

9.3 If a refund is not considered optional by the provider a credit of the service may be offered and available to the client for 3 months from the date of original payment. This will be dependent on circumstances and each case shall be reviewed individually.

9.4 GPS Deployment: If the client cancels any GPS tracker deployment with less than 1 working days notice the duration of the cancelled work will not be refunded nor will credit be provided. A rescheduling of the deployment date may be negotiated with the provider at the providers discretion.

9.5 Surveillance: If the client cancels any period of surveillance with less than 1 working days notice the duration of the cancelled work will not be refunded nor will credit be provided.

9.6 Polygraph: The client acknowledges that should the Examinee fail to attend the Polygraph Examination or cancel with less than 2 working days' notice, then no refunds will be available. (Refer to section 2.9)

9.7 Polygraph: The client acknowledges that should they provide any information incorrectly during the risk assessment executed by the provider, or should there be any changes to the information given without notification, then the Polygraph examination may be cancelled at the providers discretion. No refunds will be available in this instance. (Refer to section 2.7)

9.8 Polygraph: The client acknowledges that should they have consumed or taken any undisclosed drugs or alcohol prior to a Polygraph examination this may result in the cancellation of the examination at the providers discretion. No refunds will be available in this instance. (Refer to section 2.12)

10. Documentation / Personal Data

10.1 If at the end of each matter you wish us to return or forward to you or others or deposit in safe custody any documentation, which we have acquired from you or on your behalf in respect of such matter, please provide written instructions of the same. In the event that we receive no instructions we shall retain such documentation and any personal data on our files or electronically, securely for a period at our discretion not exceeding 3 months during which period we will also retain records of our processing activity.

10.2 We shall submit to audits and inspections, provide you with whatever information you need to ensure that we and you are both meeting the Article 28 obligations, and tell you immediately if you are asked to do something infringing the GDPR or other data protection law of the EU or a member state. Our appointed Data Protection Officer is Naomi Heseltine.

11. Variation of Terms

11.1 We reserve the right to amend or supplement any terms herein contained generally or specific to any matter by providing notice in writing.

12. Governing Law

12.1 These terms of business are governed by and shall be construed in accordance with the laws of the jurisdiction applicable to our head office (principal place of business) and you agree to submit to the exclusive jurisdiction of the Courts therein.

13. Compliance & Data Protection

13.1 All instructions are carried out with due consideration given to the provisions and requirements of The Bribery Act 2010 and accordingly no part of the instructions will be conducted in breach thereof.

13.2 In the execution of our instructions and investigative or surveillance activities or litigation support services we may adopt certain skilled methodology and/or utilise electronic devices, which may capture personal data. Such activities, services and use of equipment will be carried out within the law.

13.3 Any personal data received by the provider either directly from the client or collected during the course of the investigation shall be stored securely by the provider. No data shall be sold on to any third parties, used for marketing purposes or made available to the public domain. Please refer to section 7 in relation to contractors employed by the provider.

14. Notices

14.1 For the purposes of these terms and conditions, the address at which notices can be left or to which notices can be sent by post is Harriet Bond Ltd 140 Nottingham Road, Nottingham, NG9 8AR. The provider's business phone number is 0800 294 8556 The Provider's business email address is info@harrietbond.com