



Orion Investigations & Intelligence Limited®

Terms of Business

for the Provision of Investigative Services

1. Introduction

- 1.1 These Terms of Business are for the Provision of Investigative, Surveillance Activities and Litigation Support Services. All services provided by Orion Investigations & Intelligence Ltd® are provided in accordance with these Terms of Business. It is vital you understand the scope of your engagement with us.
- 1.2 “We”, “Our”, “Us” and “The Company” means Orion Investigations & Intelligence Limited®, including directly employed staff and sub-contracted agents.
- 1.3 “Client” and “You” means the person who accepts a quotation, proposal or offer for the provision of services to be provided by Orion Investigations & Intelligence Ltd®, or accepts a quotation, proposal offer, whether i) as a private individual; or ii) as an authorised signatory on behalf of a commercial entity or other organisation/body, in which case the contractual liabilities apply to the commercial entity/ organisation/ body and are not limited only to the signatory.
- 1.4 These Terms of Business set out the basis on which We shall conduct all matters undertaken for You 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.
- 1.5 We shall conduct a conflict of interest assessment and shall ensure none exists to prevent Us accepting Your instructions.
- 1.6 The Company shall only undertake an assignment or task when we are entirely satisfied there is a sound and legitimate basis for such work to be conducted. If circumstances should change and We assess the legitimate basis no longer exists all work shall cease immediately. No refund will be offered if the change in circumstances is attributable to the Client’s intervention or activity, without prior consultation with, or involvement of, the Company.
- 1.7 Should it come to the attention of The Company that information pertinent to the validity of the work, assignment or task has been misrepresented, fabricated, or withheld all work shall cease immediately and no refund will be offered.
- 1.8 If you have any questions or require clarification you should contact Us before signing this Agreement.

2. Provision of Services

- 2.1 With effect from the Commencement Date, We shall, throughout the course of the instructions, provide services to You as agreed within Your original instruction.
- 2.2 We shall provide the Services with reasonable skill and care, commensurate with the prevailing standards in litigation support, data processing and the professional investigation sector in the United Kingdom.
- 2.3 We shall act in accordance with all reasonable instructions given to Us by You, providing those instructions are lawful.
- 2.4 We shall be responsible for ensuring the services comply with all UK statutes, regulations, byelaws, standards, and codes of conduct

3. Costs

- 3.1 The cost of Our services shall be indicative of the type of work undertaken and it is normal procedure for us to provide either a Quotation or an Estimate of likely costs in each instance. If there are any changes in Your instructions or in the circumstances or in the matter at any time these shall be reflected, as we deem fit, in an amended Quotation or Estimate of Costs, which shall be provided to You at the earliest opportunity. In the event We are unable to provide a Quotation or Estimate of Costs, We shall keep You informed of the work in progress on a periodic basis or upon Your request.

3.2 Where it is necessary for Us to instruct a third party sub-contractor on Your behalf, including but not limited to external investigators to assist with Your matter, We shall do so as Your agent and You shall be responsible for payment of the sub-contracted agent(s)' fees.

4. Fees and Payment of Invoices

4.1 We reserve the right to require advance payment prior to commencing work and to present interim invoices to during the course of the matter. The Company reserves the right not to commence any work until funds have been received and cleared. If in the event You have particular billing requirements, please advise Us prior to commencing work.

4.2 Unless specifically detailed on our Quotation or Estimate of Costs, the agreed charge for services provided by Us or by Our sub-contracted agent(s) is exclusive of all disbursements and other expenses incurred by the Company and these will be charged for separately. Disbursements and other expenses will include, but are not limited to the following: i) Travel Expenses including congestion charges and road tolls; ii) Expenses incurred whilst on undercover assignments e.g. purchase of meals and refreshments in circumstances necessary to perform covert services (eg covertly observing subjects in pub, café, restaurant scenarios); iii) fees and charges incurred in attending public or private events or functions necessary for the performance of covert services; iv) video editing, purchase of SD cards and USB sticks; v) postage. Disbursements will be re-charged to You at cost price, supported by a receipt where practicable.

4.2 Whilst We are willing to carry out Legal Aid funded instructions at the prevailing Legal Aid rates, and provide You with the appropriate itemised invoices, YOU MUST advise Us *from the outset* that you are engaging Us in respect of a Legal Aid matter in Your initial written instructions. Any failure to notify Us from the outset will result in Our invoices being submitted to You at Our normal rates, which cannot subsequently be adjusted.

4.3 Unless otherwise specified, Our invoices are payable upon receipt and We reserve the right to charge You interest and other charges under the Late Payment of Commercial Debts (Interest) Act 1998. Interest will be calculated at 8% above the prevailing Bank of England base interest rate, commencing the day after the invoice was due date for payment. In addition, compensation may be charged at a rate of £50.00/ outstanding invoice.

4.4 Our work is undertaken on Your instruction. Our contract of work is therefore with You only, and not with any Third party who may be instructing You to engage Us to provide a service. We expect You to make prompt payment of our invoice(s), regardless of whether You may be waiting for payment from a third party. You must notify us at the outset of the investigation if You will, or are likely to, require us to wait for payment until after You have received payment from a third party. If You do not take this step, We will take it that You intend to pay Us promptly, regardless of whether You are waiting for payment.

5. Complaints

5.1 In the event that You are not satisfied with the service you have received, please direct your complaint to Us in the first instance. All complaints will be handled in an efficient manner, and we will strive to resolve them quickly. In the event You remain dissatisfied then You are at liberty to resort to the Association of British Investigators disciplinary procedures available against Us as our Principal is a full member of this body. The Association of British Investigators, www.TheABI.org.uk will in the first instance engage an independent adjudicator to advise on whether any of its code of ethics or byelaws have been breached.

6. Limitation of Liability

6.1 The services We provide You, 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.

6.2 You accept that We are not lawyers and are not able to provide legal advice or to arrange for legal advice to be provided to you. Any opinion provided by Us will be given in good faith based on our knowledge and experience, but Our advice is never intended as legal advice, and must not be construed as legal advice. We recommend You always consult a qualified lawyer if you require legal advice.

7. Rights of Third Parties

7.1 Our duties are owed only to the individual or company whose instructions We are acting upon and We disclaim any liability to any other party. Unless specifically disclosed by You and agreed by Us in advance, You agree that You will not be acting on behalf of another individual/ organisation/ company.

7.2 The terms on which we are acting on Your matters (contained herein or otherwise) are intended to be enforceable solely by You as the instructing party and Us.

7.3 We do not accept any liability for services or information provided by any third parties instructed by Us on Your behalf in respect of Your matters.

8. Confidentiality and Sub-Contracting

8.1 We will treat all information concerning Your business or personal affairs received as a result of your instructions as strictly confidential. We will not disclose the information you provide to any third party save to those persons (sub-contractors) who We

deem necessary to inform solely for the purpose of the performance of Your instructions. They 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.

8.2 We reserve the right to require You to enter into a separate Confidentiality Agreement should we deem it necessary.

8.3 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 instruction may be shared if there is a lawful requirement. Personal data will remain confidential. (see also the Orion Investigations & Intelligence Ltd@ GDPR Data Protection Policy and our Privacy Statement which are available to download from our website (www.orioninvestigations.co.uk.)

8.4 We reserve the right before We commence any actions or activities on Your behalf to conduct due diligence on You and on Your instructions. This may require that You provide proof of Your identity prior to Us undertaking Your instructions.

8.5 We may engage sub-contractors/ agents to undertake activities on Your behalf. For investigations in the UK, We will only engage individuals who are members of the Association of British Investigators or who have law enforcement/ military backgrounds and professional accreditations commensurate with the specialist activity they are engaged to undertake. When engaging sub-contractors to undertake investigations outside the UK on Your behalf, We will make reasonable efforts to confirm their competence, but We make no guarantee concerning the quality or accuracy of work undertaken outside the UK.

9. Communication

9.1 We shall provide verbal/ written updates to You (including your staff, your officers and your advisors) to a mutually agreed time frame (e.g. daily/ weekly/ monthly). It is your responsibility to advise Us if there are specific security requirements relating to the communication of information to You or Your company. Where communications contain personal data, or We assess it necessary, We shall encrypt email and/ or password protect documents transmitted to You or Your staff.

10. Data Protection/ Personal Data

10.1 All information and data gathered by Us, shall be obtained in a lawful manner.

10.2 We reserve the right to protect sources of information and to withhold personal data in compliance with GDPR legislation.

10.3 Where appropriate, You will receive a digital report and if gathered, digital edited and original copies of video footage. Electronic copies of the reports will be sent through an encrypted/ password protected link for you to access. Original copies of SD Cards and DVDs will be provided if requested. SD cards and DVDs will be recharged to You at cost. Recorded Delivery postage plus reasonable administration time incurred taken to produce and post the material will be recharged to You at cost.

10.4 It is Your responsibility to ensure documents or data delivered to You by the Company is securely retained by You. GDPR legislation stipulates personal data must only be retained "only for as long as absolutely necessary". We interpret this as meaning personal data pertaining to the Client or to the Subject(s) of the investigation will be retained by Us for a maximum of 12 months from the date of conclusion of the work, unless it is data which We assess is essential to retain to satisfy an HMRC audit, in which case We will retain the data in a durable format for a maximum of 6 years. (Essential data includes: Your name, company/ organisation name, address, contact details, bank account details used for making payments to Us, plus brief details of the type of Service(s) We provided)

10.5 If on conclusion of the 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 such matter, it is Your responsibility to provide written instructions to confirm Your requirements. In the event we do not receive instructions, We shall retain such documents and any personal data on Our paper files or electronically for a period not exceeding 12 months, during which time We shall also retain records of our processing activity.

10.6 During our retention of any personal data processed by Us on Your behalf the same will be kept securely and where transferred to You or a sub-processor or other party so instructed by You, it shall be encrypted with a unique password communicated to the recipient separately and we shall take such other steps necessary to comply with Article 32 GDPR.

10.7 We undertake to offer You or the data subject, if you so instruct, without charge, assistance should a data subject serve You with a Subject Access Request or other obligation under Chapter III GDPR. Any Subject Access Request served on Us direct will be referred to you immediately upon receipt.

10.8 In the event of a data breach during our processing of personal data under the terms of this contract we shall notify you immediately and in any event in such a manner as to assist You in your compliance of Article 28(f) GDPR.

10.9 We shall submit to audits and inspections, provide you with whatever information You need to ensure We and You are both meeting the Article 28 obligations, and will 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.

10.8 Our appointed Data Protection Officer is named on our website www.orioninvestigations.co.uk.

11. Termination

11.1 We reserve the right to terminate the provision of Our services to You by providing 24 hours written notice delivered to your address or by email. You may also terminate your instructions to Us on any matter at any time by providing Us with written

email notification. Notwithstanding any termination by either of party, You agree to pay all outstanding fees and costs incurred up to the date of termination or the fixed fee agreed.

12. Variation of Terms

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

13. Governing Law

13.1 These Terms of Business are governed by and shall be construed in accordance with UK Law, and You agree to submit to the exclusive jurisdiction of Courts therein.

14. Compliance & Data Protection

14.1 For the avoidance of doubt, Your instructions are accepted on the basis that Our services are conducted under the direction of You, the Client. The handling of personal data and sensitive data acquired by us during the course of our relationship will be handled in accordance with Your instructions and direction, and in accordance with our Data Protection Policy which is available to download from our website.

14.2 Notwithstanding this relationship and without prejudice thereto, the Principal of Orion Investigations & Intelligence Limited is duly registered with the Information Commissioners' Office as a Data Controller for the purpose of Your instructions. However, any subject access request received will be dealt with by You or under Your instructions, and within the provisions of the governing GDPR regulations. *Note: A Data Controller is a natural or legal person or organisation which determines the purposes and means of processing personal data; and a Data Processor is a natural or legal person or organisation which processes personal data on behalf of a Data Controller

14.3 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.

14.4 In the execution of Your instructions and in performing Our investigative or surveillance activities or litigation of 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 such Guidelines and Good Practice published by The Association of British Investigators. www.TheABI.org.uk

14.5 We are affiliated to the Association of British Investigators. We are subject to the ABI's Code of Ethics and Professional Standards. www.TheABI.org.uk

14.6 In accordance with the Modern Slavery Act 2015, and notwithstanding any exemption thereto, Orion Investigations & Intelligence Limited® meets the responsibilities to ensure all staff, whether internal, external, or contracted and its supply chain workers are not the victims of modern slavery or human trafficking. The safeguards against modern slavery or human trafficking are carried out in Our due diligence procedures.

15. Training & Continuing Professional Development

15.1 We are affiliated to the Association of British Investigators and the members are subject to that professional body's programme of training and continuing professional development www.TheABI.org.uk