

Orion Investigations & Intelligence Limited

Terms of Business for the Provision of Investigative Services

1. Introduction

1.1 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. A Conflict of Interest Assessment has been carried out. None exists to prevent us accepting your instructions.

2. Costs

2.1 The cost of our services shall be indicative of the type of work undertaken and it is normal procedure for us to provide a quotation 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 which shall be provided to you at the earliest opportunity. In the event we are unable to provide a quotation we shall keep you informed of the work in progress on a periodic basis or upon your request.

2.2 Where it is necessary to instruct a third party 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 their fees.

3. Payment on Account

3.1 From time to time we may ask you to place full funds on account for initial fees and disbursements and settlement of third parties' fees. Any request for any such monies shall not be an estimate or cap on any fee and unless payment was made for a specified purpose, may be used to meet our fees when invoiced to you.

4. Billing

4.1 We prefer to bill at the conclusion of the matter. However, we reserve the right to render interim invoices to you during the course of the matter. If in the event you have any particular billing requirements, please advise us prior to us commencing work.

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, we MUST be advised that it is a Legal Aid matter in your initial written instructions. Any failure to do so will result in invoices being submitted to you at our normal rates, which cannot subsequently be adjusted.

5. Payment of Invoices

5.1 Our bills are payable upon receipt and we reserve the right to charge interest and other charges under the Late Payment of Commercial Debts (Interest) Act 1998.

6. Complaints

6.1 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 that you remain dissatisfied then you are at liberty to resort to the Association of British Investigators disciplinary procedures available against the individual member, named on our website. 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.

7. Liability

7.1 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.

7.2 We are not able to provide legal advice. Any advice provided by us will be given in good faith based on our knowledge and experience, but is not 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.

8. Rights of Third Parties

8.1 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 by us in advance, you agree that you will not be acting for another person/company.

8.2 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.

8.3 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.

9 Confidentiality and Sub-Contracting

9.1 We will treat as confidential all information concerning your business affairs received as a result of your instructions and will not disclose the information to any third party save to those persons who we deem necessary to inform solely for the purpose of the performance of your instructions and they too 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.

9.2 We reserve the right to require you to enter into a separate confidentiality agreement should we deem it necessary.

9.3 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 GDPR Data Protection Policy and our Privacy Statement which are available to download from our website www.orioninvestigations.co.uk.)

9.4 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.

9.5 We may engage sub-contractors/ agents to undertake activities on your behalf. We only engage individuals who are members of the Association of British Investigators or who have previous law enforcement/ military accreditations commensurate with the specialist activity they are engaged to undertake.

10 Communication

10.1 We shall communicate with you (including your staff, your officers and your advisors) whenever we consider it appropriate. We can also provide written/ verbal updates on an agreed time frame (e.g. weekly/ monthly). It is your responsibility to advise us if you have 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.

11. Termination

11.1 We reserve the right to terminate the provision of our services to you by providing one week's written notice delivered to your address or email. You may also terminate your instructions to us on any matter at any time by providing us with written notification. Notwithstanding any termination by either of us, you agree to pay all outstanding fees and costs incurred up to the date of termination or the fixed fee agreed

12. Documentation / Personal Data

12.1 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 such matter it is your responsibility to provide written instructions to confirm your requirements. In the event we receive no instructions we shall retain such documents and any personal data on our files or electronically for a period not exceeding 24 months during which time we shall also retain records of our processing activity.

12.2 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.

12.3 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.

12.4 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.

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 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.

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

13. Variation of Terms

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

14. Governing Law

14.1 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.

15. Compliance & Data Protection

15.1 For the avoidance of doubt, instructions are accepted on the basis that our services are conducted under the direction of the Client and as such we are deemed the Data Processor and the Client, and/or the Principal, is deemed Data Controller*. Our handling of personal data and sensitive data shall be in accordance with your instructions and direction. 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. 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.

15.2 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.

In the execution of our instructions and 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

15.3 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

15.4 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.

16 Training & Continuing Professional Development

16.1 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

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

Orion Investigations & Intelligence Limited, Version: 23 October 2018

I confirm that I have received a copy of the October 2018 version of Orion Investigations & Intelligence Limited Terms of Business

Name:

Signed:

Title:

Company

Date:

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