

BS EN ISO 9001:2015	Customer Terms and Conditions of Business	Policies and Scope
Approved By: A. Chenery		Issued: 9th October 2020

These Terms are Effective from October 2020

Code of Practice Terms & Conditions

The following procedures set out below, form the basis upon which INSIGNIS Investigations carries out its professional service for clients. In accordance with good business practice and within a set of generally agreed principals and code of conduct, it sets out as clearly as possible, in general terms, what standards of service may be expected by INSIGNIS's clients. Similarly, it also sets out what INSIGNIS may expect from its clients in return. Any differences arising in respect of individual matters shall be notified to you in writing.

Where the name INSIGNIS is used throughout this document the name is deemed to refer to the trading names of INSIGNIS Investigations.

1. Hours of Business

1.1 INSIGNIS offer a 24-hour service for current clients. All calls, at all hours, will be answered by an officer of the company. New Enquires will be answered during our normal office hours from 07.00 to 22.00 or at our Head Office by appointment.

1.2 We are pleased to see clients by appointment at our offices, but we are also happy to see clients at their home or at their business premises, if this is more convenient.

1.3 Instructions for overseas assignments can be taken at our Head Office in Manchester.

2. Responsibility and Communication

2.1 Instructions given by the Client to us shall be in writing preferably via one of our online Enquiry Forms, if given orally, shall be confirmed by the Client in writing not more than two business days after the

order is given, thus ensuring clarity of instruction and increasing efficiency.

2.2 Should there be any aspect of our work or service with which you are not entirely happy – which we trust will be unlikely – in the first instance please raise the matter at the earliest possible opportunity in writing to either our Head Office address or via email to info@insignis-investigations.co.uk. You may also refer to our Complaints Handling Policy and Procedure for guidance.

2.3 You will be informed of the name of the person that is handling your case and where appropriate, of any other lines of communication, and points of contact.

2.4. Following an internal complaint review, should you wish for an external and independent complaint handler to look at your complaint further you may raise complaint with the World Association of Professional Investigators by submitting it to C&D GC Member in writing with supporting Evidence to generalsecretary@wapi.org.

2.5 When you telephone our office wherever possible you will be put through to the appropriate person to take your instructions, or the person that is already dealing with your case. However, if they are unavailable when you telephone, please speak with a Personal Assistant who may be able to deal with your enquiry, take your Instructions, or take a message.

2.6 INSIGNIS make every attempt to verify the credentials of clients, to establish that they have lawful reasons to instruct an investigation to be conducted. To do so, they will require all clients to provide two separate forms of identity. Refusal to provide two forms of ID will result in any project being cancelled.

2.7 INSIGNIS will carry out all investigations within the confines of the law, and within the bounds of morality

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and professional ethics. We will carry out a Pre-Assignment Impact Assessment to ensure that no conflict of interest exists to prevent us from accepting your instructions. We remain compliant with the restrictions on activities imposed by relevant legislation. Examples of such legislation are:

- a) The Data Protection Act 2018 and provisions of the General Data Protection Regulations.
- b) Regulation of Investigatory Powers Act 2000 or the Regulation of Investigatory Powers (Scotland) Act 2000.
- c) The Human Rights Act 1998.
- d) The Protection from Harassment Act 1997.
- e) The Computer Misuse Act 1990.
- f) The Private Security Industry Act 2001.
- g) The Criminal Procedure and Investigations Act 1996 and the Criminal Procedure (Scotland) Act 1995, as amended.
- h) The Civil Procedure Rules 1998, Part 31 (Disclosure).

2.8 Our prime commitment is to our clients and to respect the best interest of clients by maintaining the highest standard of proficiency, and reporting to clients all the facts ascertained, whether they be advantageous or detrimental, and nothing be withheld from clients, save by dictates of law.

2.9 We will respect the privacy of clients and their lawful confidences and ensure that services are adequately secure to protect privacy and to guard against inadvertent disclosure of private information.

2.10 All our staff are committed to delivering a high quality of service, in what we hope is as helpful and friendly a manner as possible. We employ staff with the relevant knowledge, skills and competencies to meet the needs of our clients, with a commitment to perform all professional duties in accordance with the highest moral principles, in a manner which will not bring the industry into disrepute, and to ensure that all employees, or other persons paid to assist an investigation, adhere to this code of ethics.

3. Information

3.1 INSIGNIS will make every effort possible to ensure the accuracy of any information (in any form) supplied, to the best of the knowledge, information and belief of INSIGNIS. Information supplied will be rechecked if it is subsequently found to be incorrect.

3.2 Any information (in any form) supplied by INSIGNIS is done so on the understanding that it is for the sole use of the instructing client and any such information (in any form) shall not be disclosed, transmitted or copied in any way whatsoever, without the written permission of INSIGNIS.

3.3 Should any information (in any form) supplied by INSIGNIS be subsequently passed to any third party, by any means whatsoever without INSIGNIS's permission (as referred to above) INSIGNIS shall not be responsible for any liability, loss, loss of profit, additional expense and any form of damages whatsoever for such unauthorised disclosure.

4. Bespoke Equipment

4.1 Where equipment has been obtained and/or constructed to a customer's specification and at their request, INSIGNIS retains the right to charge the full quoted fee and disbursements should there be any change in the customer's requirements irrespective of reason or circumstances.

4.2 All equipment dispatched from our Head office in Manchester, is thoroughly checked in full working order before dispatch, any items not received in full working order need to be reported to our Head office within 24 hours of receipt.

4.3 Any bespoke equipment is non-returnable and non-refundable.

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5. Fees

5.1 The cost of the Services shall be indicative of the type of work undertaken and it is normal procedure for us to provide an estimate or quotation in each instance along with details of our payment terms, headed appropriately as such. If there are any changes in the Client's instructions or in the circumstances of the matter at any time these shall be reflected, as the Client deems fit, in an amended estimate or quotation which shall be provided to the Client at the earliest opportunity. In the event that we are unable to provide an estimate, we shall keep the Client informed of the work in progress on a periodic basis or upon the Client's request.

5.2 Rates stated may not be appropriate in cases of exceptional urgency, complexity or responsibility. Where such circumstances exist, we must reserve the right to revise rates by mutual agreement.

5.3 Estimates are given on the basis that the case proceeds reasonably smoothly and without undue complication or delay: If it seems that these factors will cause the estimate to be exceeded, we will give you as much notice as possible and reserve our right to revise the estimate.

5.4 Fees are payable whether or not a case is successfully concluded or completed unless superseded by prior agreement, as may be the case in some instances, for certain categories of service.

5.5 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.

6. Payment

6.1 Our charges are payable immediately upon completion of the assignment and our account being rendered, in the absence of any prior agreement (such as for legally aided matters) for the payment of a client account. In most circumstances our clients are asked to pay a retainer fee (deposit) before the commencement of any enquiry. In certain matters full payment may be required prior to commencement of the investigation.

6.2 Any disbursements that we incur on your behalf are payable by you in advance, and therefore we do ask you to settle such amounts promptly, or risk delays to your case.

6.3 An invoice, or receipted invoice, will be rendered at the conclusion of a matter. We reserve the right to render interim invoices during the course of the Services provided. Any particular billing requirements of the Client should be given to us prior to the Services commencing.

6.4 Payments can be accepted by the following methods: – Cash, Cheque, Bacs and PayPal. Payments via PayPal will incur a fee of 5% of the total amount.

6.5 Bills are payable in accordance with our Payment Terms which shall be outlined to you in accordance with clause 5.1 and we reserve the right to charge interest at 8% above the underlying base rate and other charges in relation to late payment and/or debt recovery.

7. Cancellation

7.1 Upon the termination of this Agreement for any reason, any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable.

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7.2 In the event of written cancellation by the client of any service prior to the service being commenced, the client shall be responsible for all costs incurred by the company for administration, due diligence and file creation usually 25%. Payment of these costs becomes due immediately.

7.3 In respect to surveillance enquiries, or any other 'pre- booked' investigation, written cancellation within 72 hours will be liable to 30% of the fee quoted whilst cancellation 48hrs or less will render the full fee liable.

7.4 These terms and conditions shall be governed by English Law and any dispute arising out of or in connection with the same shall be determined by the English Courts, and for these purposes 'written cancellation' refers to email.

8. Long distance Selling rules

8.1 Due to the nature of the services provided INSIGNIS opt out of the long-distance selling rule, as the majority of cases commence immediately telephone instruction / email instructions are received by us, for the best benefit of our clients.

9. Confidentiality

9.1 Each Party undertakes that, except as provided by sub-Clause

9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and in perpetuity after its termination:

9.2.1 keep confidential all Confidential Information;

9.2.2 not disclose any Confidential Information to any other party unless agreed in advance or as required by law, or in response to an order of a Court of competent jurisdiction;

9.2.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

9.2.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.2.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.2.1 to 9.2.4 above.

9.3 The provisions of this Clause 8 shall continue in force in accordance with its terms indefinitely, notwithstanding the termination of this Agreement for any reason.

10. Force Majeure

10.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any because that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

10.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 4 weeks, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for any and all Goods delivered and/or any and all Services provided up to the date of termination. Such payment shall take into account any prior contractual

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commitments entered into in reliance on the performance of this Agreement.

11. Privacy Policy

This privacy policy sets out how INSIGNIS Investigations uses and protects any information that you give INSIGNIS Investigations when you use this website.

INSIGNIS Investigations is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using our website, then you can be assured that it will only be used in accordance with this privacy statement.

INSIGNIS Investigations may change this policy from time to time by updating the webpage. This policy is effective from April 2018.

11.1 What we collect

11.1.1 We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

11.2 What we do with the information we gather

11.2.1 We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other

information which we think you may find interesting using the email address which you have provided.

- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone or mail. We may use the information to customise the website according to your interests.

11.3 Security

11.3.1 We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

- We shall, during, and following completion of the Services, retain any documentation or information, that may be foreseen to be required in the future, but in any event for no longer than a period defined within any Act referring to a Limitation period for bringing a legal action in a competent court in the jurisdiction in which the Services were provided and shall dispose, destroy or delete any information which is deemed to be extraneous.
- During such retention period personal data processed by us on the Clients behalf will be kept securely and where transferred to the Client or a sub-processor or third party instructed by the client, it shall be encrypted with a unique password communicated to the recipient separately and compliant with the requirements under Article 32 of the General Data Protection Regulations (GDPR).
- We will, if so instructed, offer to the Client or data subject, without charge, assistance should a data subject formally serve upon the Client a Subject Access Request or other

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obligation under chapter III GDPR. Any Subject Access Request served on us directly will be referred to the Client immediately upon receipt.

- In the event of a data breach during the processing of personal data under the terms of this contract the Client shall be notified immediately, and we will provide assistance to the Client in order to comply with Article 28(f) of GDPR.
- We shall upon request submit audits and undertake to inspect and provide the Client with requisite information to ensure compliance with its Article 28 obligations. We will inform the Client immediately if there is a danger of something infringing the GDPR or other data protection law of the United Kingdom, EU or a member state.
- Where we have appointed a Data Protection Officer, they shall be named on our website.
- 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 shall be deemed to be the Data Processor and the Client, and/or the principal shall be deemed the Data Controller, unless we determine the manner and the purpose of the processing, in which case, we shall be Data Controller or Joint Data Controller. The handling of personal data will be in accordance with the Clients instructions and direction.
- 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.
- We shall meet the responsibilities to ensure all staff, internal, external or contracted and

its supply chain workers are not victims of modern slavery or human trafficking. The safeguards against modern slavery or human trafficking are carried out with due diligence procedures.

11.4 Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes. If no such box exists you can advise us of this preference via email to info@insignis-investigations.co.uk
- If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at info@insignis-investigations.co.uk

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

12. Agreement to these Terms

The Client shall agree to be bound by these Terms, by instructing or continuing to instruct us and upon condition that we accept or indicate or imply acceptance by commencing the Service.