



# Client Contract

Name:	_____	1
Address	_____	
Tel No	_____	
Email Add	_____	
Notes	_____	

Client Instruction	2
<p>I/We agree to pay the sum of ..... This is based on 30.00 per hour and .50p per mile. A 50% retainer will be paid today .....for the sum of .....the rest upon completion and / or the instruction coming to a close by either party</p> <p style="text-align: center;">signed</p>	

## Governing Law

This Agreement shall be governed by the laws of England and Wales and hereby agrees that in the event of any litigation regarding fees owed to Bentley Associates, that jurisdiction and venue shall be Durham, England

This being our the entire Agreement of both parties is expressed in this document and no verbal understandings, agreements or other documents shall after, modify or change the terms of this contract. CLIENT agrees that Bentley Associates may assign this agreement to a sub-contractor in part or in whole to complete the assignment, but at all times, Bentley Associates will continue to meet the terms and conditions of this agreement.

This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology context in this agreement, singular shall mean plural and vice versa. Terms used in the male gender serve as function words and do not denote a specific gender but the CLIENT as an individual or entity. CLIENT has had the opportunity to read this Agreement in full and the option to have it reviewed by an attorney. Having no unanswered questions, CLIENT hereby authorises this investigation and agrees to all the terms and conditions listed herein. By signing this agreement, I as CLIENT hereby personally certify and affirm that the information supplied above is true and accurate to the best of my knowledge at this time. I further represent and affirm that I am authorised to order this investigation and financially contract for this assignment. I am personally responsible for all financial obligations associated with this investigation. I also understand that my knowingly supplying false or misleading information may result in my case being rejected and/or terminated. I will forfeit all funds that may have been paid.

Behalf of Bentley Associate Investigators	3	Client	4
Name		Name	
Siganture		Siganture	
Date		Date	

## Terms and Conditions

Our general terms and conditions, covering all our services.

Please ensure that you read the following Terms and Conditions carefully. Your contract – and therefore by extension, your use of our services – is dependent on your full acceptance of and compliance with these Terms and Conditions. It is vital that you understand the scope of your engagement with us. If you have any questions, please do not hesitate to contact us.

### 1. General

1.1 These terms and conditions constitute the basis of the agreement between Bentley associates at the following address Mile House, bridge end, Chester-Le-Street, County Durham DH33RA (“The Company”) and You, (“the Client”) in connection with all and any services provided by The Company to the Client.

1.2 These terms of business set out the basis on which The Company shall conduct all activities The Company is instructed to carry out by the Client and shall be read in accordance with any ancillary communication provided by the Company. Any specific issues arising in respect of individual matters shall be notified to You in writing.

1.3 The Company is a firm of private investigators and provides services including, but not limited to; Private Investigations, Surveillance, Matrimonial Investigations, Partner Investigations, Tracing, Mobile/Email/Internet Surveillance, Child Custody Disputes, Neighbourhood Surveillance, Background Checks, Employment Background Checks, Company/Directors Reports, Fraud Investigations, People Tracing, Mobile and Landline Number Tracing and Vehicle Tracking and process serving. All services provided by The Company are provided in accordance with these terms and conditions and all applicable relevant legislation in force from time to time.

1.4 Any work undertaken by The Company shall be done only when the Company is satisfied that there is a sound and valid basis for such work to be conducted. Should it come to the attention of The Company 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.

1.5 During the course of any investigation, if circumstances should change and the basis for investigation should cease, all work shall cease immediately. No refund would be provided if the change in circumstances is attributable to the Client’s intervention in matters without consultation or involvement of the Company.

1.6 When providing the Services, you agree to adhere to the following obligations:

1.6.1 To treat us, our staff, and third-party agents with courtesy – any instance of abusive, threatening, or intimidating behaviour (however made) will be treated seriously and may be referred to the Police.

1.6.2 In the event that You engage in any unacceptable behaviour towards Us, our staff or third-party contractors, we shall have the right to terminate the retainer immediately and expect payment in full for all work undertaken including any interest owed on amounts due.

1.7 It is the clients’ sole responsibility to ensure any documents or data delivered to the client by The Company 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 Company 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.

1.8 Due to the nature of investigative work we cannot guarantee any possible outcome of our services. While we always endeavour to do the best, we can to obtain a positive outcome for our clients, the nature of investigation work means that sometimes we are unable to do so.

### 2. Specific Services

## 2.1 GPS Electronic tracking devices:

2.1.1 A GPS Electronic Tracking Device shall be deployed to a vehicle nominated by the Client. The device relies on the Global Positioning System to determine and track the subject vehicle within a comparatively small area to assist The Company 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 Company (whatever the circumstances), The Company reserves the right to seek compensation to cover the loss of the 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 or physically tampering with the devices whilst deployed.

## 2.3 Tracing Services and Background Checks:

2.3.1 You accept that any work undertaken by The Company shall be done so once it has been established that there is a genuine and sound basis for any form of investigation activity to commence. Should it come to the attention of The Company at any time that you have misrepresented, fabricated, or withheld any such information relating to the veracity of the investigation all work shall cease immediately without notices and no refund would be offered.

2.3.2 In line with these terms & conditions, The Company takes the safeguarding of clients and subjects seriously. A sound and valid reason must be established prior to any trace work to being conducted.

2.3.3 By accepting these terms and conditions the client agrees to accept the results provided by The Company. The client accepts that in the event that The Company 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 Company in writing. Background Checks will be sent to you within 14 working days. Time frames are given as an estimate however these are not guaranteed time frames.

2.3.4 A Background Check is not a CRB check now known as a DBS check or a full criminal record check. A full Criminal Record check can only be obtained with an individual's consent. Are They Safe researchers access information on criminal convictions that are in the public domain and legally recorded. We cannot guarantee delivery of all criminal convictions due to the following reasons.

1. Some offences are not in the public domain due to their sensitive nature.
2. Offences can be wiped from records after a set period of time pursuant to the Rehabilitation of Offenders Act 1974
3. Spent convictions are wiped from records with exceptions. All marriages are recorded online up until 2005. We will be unable to locate any marriages after 2005 without a parish registrar and electoral name change.
3. Personal information included within a Background Check is primarily based on information that is publicly available by the Government or other agencies. Whilst the Company shall endeavour to ensure that any information is as accurate as possible, the

Company is unable to guarantee the accuracy of this information. The Company cannot be held liability for any errors or omissions within information it provides that have arisen in circumstances outside of the Company's control.

#### 2.4 Surveillance:

2.4.1 Any surveillance work conducted shall be done so to comply with UK law in force from time to time or the laws of the country the surveillance work is conducted.

Surveillance conducted by The Company shall be directed and non-intrusive.

2.4.2 During the course of any investigation, if circumstances should change and the basis for investigation should cease, all work shall cease immediately. No refund would be provided if the change in circumstances is attributable to the Client's intervention in matters without consultation or involvement of the Company.

2.4.3 It is the clients' sole responsibility to ensure any documents or data delivered to the client by The Company 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 Company for no longer than 8 weeks on completion of services. After this period, unless otherwise instructed in writing by the client all data shall be destroyed.

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

#### 2.5 Online Investigations:

2.4.5 There is a very rigid framework in which Online Investigations may be carried out. In order to conduct an investigation lawfully, we must ensure that we adhere to every aspect of these legal requirements. As a result, we cannot guarantee any possible outcome of our investigation. While we always endeavour to do the best, we can obtain a positive outcome for our clients, the nature of online investigation work means that sometimes we are unable to do so.

#### 3. Costs & Payment

3.1 Services must be paid for in advance and The Company shall not be obliged to commence work until cleared funds are in its possession. 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 quoted by the Company is exclusive of all disbursements and other expenses incurred by The Company during the performance of the services, and these will be charged separately. Disbursements and other expenses will include the following (but non exhaustive list); Travel expenses, other transport costs, 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 Company 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 Company to justify withholding payment of any such amount in whole or in part.

3.4 The Client agrees to wholly indemnify The Company 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 Company 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 Company agrees to provide it.

3.5 Any dispute in relation to any amount charged by The Company must be notified to The Company by the 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 Company from all and any liability.

3.6 In the event that you are not satisfied with our services, and you request a chargeback via your debit/credit card provider, we reserve the right to defend that chargeback and provide any evidence necessary to your debit/ credit card company as proof that we fulfilled our contractual obligation to you. We may also in certain circumstances report any client trying to commit chargeback fraud to the relevant bodies and authorities.

#### 4. Complaints

4.1 If you are not satisfied, please direct your complaint to us in the first instance. All complaints made to us will be dealt with as expediently as possible. You can view our complaints policy [here](#).

#### 5. Liability

5.1 The services we provide you with, based on information provided by you and does not constitute advice to any third party to whom you may communicate it.

5.2 You accept and understand that we are not a law firm and are not in the position to offer you legal advice or arrange for such advice to be provided to you. You accept that none of the information we may provide under these terms and conditions amounts to legal advice.

#### 6. Rights of Third Parties

6.1 The terms on which we are acting on your matters (contained herein or otherwise) are intended to be enforceable solely by you 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 during 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 Company has been instructed to commence a service of any kind, and you have paid us in advance for these services, we are entitled to deduct from these monies for costs for any work undertaken based on these instructions. Any failure to

disclose or any attempts to withhold information by you which undermines or negates any investigative work conducted by the Company may result in work ceasing and no refund offered.

9.2 Any refund made or offered by The Company will be limited by funds available after any direct or indirect liability incurred by The Company, including time used for the purpose of meetings, facilities hire, consultations, travel, or preparation, has been remunerated.

#### 10. Documentation / Personal Data

10.1 If at the end of an investigation you wish us to return or send to you or another individual 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 8 weeks.

10.2 We shall submit to government 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 instruct us to do act in a way infringing the UK GDPR or other data protection law of the EU or a member state. Our data protection officer is Laura Lyons.

#### 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. Compliance & Data Protection

12.1 All instructions are carried out with due consideration given to Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Criminal Procedure and Investigations Act and The Bribery Act 2010 and accordingly no part of the instructions will be conducted in breach thereof. If, at any time during this engagement, we have reasonable grounds to suspect you are committing or contemplating committing, an offence under the Bribery Act, we shall automatically notify the relevant authorities.

12.2 We undertake that any use of equipment which obtains and or stores personal data will be used in accordance with the relevant law.

12.3 Any personal data received by The Company either directly from the client or collected during the investigation shall be stored securely by The Company. No data shall be sold on to any third parties, used for marketing purposes or made available to the public domain.

#### 13. Governing Law

13.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

#### 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 the address cited at 1.1 of these terms. Please note that calls may also be recorded for training and quality purposes. Please ensure you have read and agreed to these Terms and Conditions.

I understand and agree