

TERMS OF BUSINESS

[Article 28(3) UK GDPR ready – ABI model v.2026-10-23]

ABI member name	
ABI membership #	
ABI UK GDPR Code register # (if applicable)	
Agency / trading name	
Company #	
Registered office	
Email	
ICO registration #	
Website	

These Terms apply to the provision of investigative and litigation support services by the agency named above (**we, us, our**) to the person or organisation instructing us (**you, your**).

WHEREAS:

- (1) These Terms set out the basis on which we shall conduct all matters undertaken for you, and shall be read with any covering communication and proposal. Any differences arising in respect of individual matters shall be notified to you in writing.
- (2) We shall carry out a conflict-of-interest assessment and ensure that no conflict exists to prevent us from accepting your instructions.

IT IS AGREED as follows:

1 COMMUNICATION

We shall communicate with such of your officers, staff and other advisers as appears to us to be appropriate. If you have any specific security requirements for communicating information to you, please tell us. We will send personal data and sensitive material only by secure means (see clause 18).

2 RELIANCE ON OUR SERVICES

The services we provide, including any information or advice, are based on the information you give us and on the lawful enquiries we make. They are provided for you only and do not constitute advice to any third party to whom you may communicate them.

3 RIGHTS OF THIRD PARTIES

- 3.1 Our duties are owed only to the individual or organisation whose instructions we are acting on. We disclaim liability to any other person, whether or not you instruct us on behalf of another.
- 3.2 No person other than the parties has any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 3.3 We do not accept liability for services or information provided by third parties instructed by us on your behalf, unless we have agreed otherwise in writing. This does not affect our responsibility for our sub-contractors under clause 11.

4 PROVISION OF SERVICES

- 4.1 With effect from the commencement date, we shall provide the services to you as agreed in your written instructions and our proposal.
- 4.2 We shall provide the services with reasonable skill and care, commensurate with prevailing standards in the risk mitigation, litigation support, data processing and professional investigation sector in the jurisdiction in which our registered office is based, and in accordance with the ABI Code of Ethics and Professional Standards.

- 4.3 We shall act in accordance with all reasonable instructions given by you, provided that they are lawful. We shall decline any instruction that would require us to act unlawfully, including obtaining personal data in breach of section 170 of the Data Protection Act 2018.
- 4.4 We shall be responsible for ensuring that the services comply with all statutes, regulations, byelaws, standards, codes of conduct and other rules relevant to their provision.
- 4.5 We may amend or supplement these Terms by notice in writing. Any amendment applies only to instructions received after the notice, unless you agree otherwise.

5 YOUR OBLIGATIONS

- 5.1 You shall use all reasonable endeavours to provide all pertinent information in your lawful instructions that we need to provide the services.
- 5.2 You may, from time to time, issue reasonable lawful instructions in relation to the services, insofar as they fall within the specification of the services agreed.
- 5.3 If any consents, licences or other permissions are needed from third parties, you shall be responsible for obtaining them before the relevant services are provided, unless otherwise agreed in writing.
- 5.4 If the services require access to your premises or any other location lawfully controlled by you, you shall ensure that we have access at the times agreed.

6 FEES, PAYMENT AND RECORDS

- 6.1 The cost of the services reflects the type of work undertaken. We shall normally provide an estimate or proposal for each instruction. If your instructions or the circumstances change, we shall provide an amended proposal at the earliest opportunity. Where a proposal cannot be given, we shall report the work in progress periodically or on request.
- 6.2 Where it is necessary to instruct a third party on your behalf, including external services, we will do so as your agent, and you shall be responsible for payment of the third party's fees.
- 6.3 We may ask for funds on account to cover initial fees and disbursements or third-party fees. A request for funds is not an estimate or a cap on fees and, unless paid for a specified purpose, may be applied to fees when invoiced.
- 6.4 An invoice will be rendered at the conclusion of a matter. We may render interim invoices during the course of the services. Any particular billing requirements should be notified before the services begin.
- 6.5 Invoices are payable within [28] days of the invoice date. We may charge interest on late payment at [4]% a year above the Bank of England base rate together with reasonable debt recovery costs.

7 CONFIDENTIALITY

- 7.1 Each party undertakes that, except as provided in this clause or as authorised in writing by the other party, it shall, during the continuance of this agreement and after its termination:
 - 7.1.1 keep confidential all Confidential Information, being all information concerning the other party's (and, where relevant, the End Client's) business affairs, the instructions, the matter and its subjects, received in connection with the services;
 - 7.1.2 not disclose any Confidential Information to any other person, except to its staff, sub-contractors and professional advisers who need to know it to perform or receive the services and who are bound by equivalent obligations;
 - 7.1.3 not use any Confidential Information for any purpose other than the performance of the services;
 - 7.1.4 not copy or record any Confidential Information except as necessary for the services; and
 - 7.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does anything that would breach this clause if done by that party.
- 7.2 Clause 7.1 does not apply to information that is or becomes generally available to the public other than through a breach of this clause, or which is required to be disclosed by law, by a court or tribunal, or by a competent authority (within the meaning of section 30 of the Data Protection Act 2018) or other regulator. Where lawful, the disclosing party shall notify the other before disclosure.
- 7.3 For the purposes of fraud and crime prevention, we may share non-personal data at our discretion. Personal data shall be disclosed to law enforcement or other public bodies only where the law requires or permits it, and we shall record the basis of any such disclosure.
- 7.4 This clause continues in force indefinitely, notwithstanding termination of this agreement for any reason.

8 LIMITATION OF LIABILITY

- 8.1 This clause sets out the entire financial liability of the parties to each other (including for the acts or omissions of their employees, agents and sub-contractors) arising out of or in connection with this agreement.
- 8.2 Neither party shall be liable to the other, whether in contract, tort (including negligence), restitution, breach of statutory duty, misrepresentation or otherwise, for any loss of profit, goodwill, business opportunity or anticipated savings, or for any special, indirect or consequential loss.
- 8.3 Subject to clauses 8.2 and 8.4, our total liability arising out of or in connection with each instruction shall be limited to [the fees paid or payable for the services under that instruction] [£[]].
- 8.4 Nothing in this agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for any liability to data subjects under Article 82 UK GDPR, or for any other liability that cannot be limited or excluded by law. If you are a consumer, nothing in these Terms affects your statutory rights (see clause 21).

9 FORCE MAJEURE

- 9.1 No party shall be liable for any failure or delay in performing its obligations where it results from any cause beyond its reasonable control, including power or internet failure, industrial action, civil unrest, fire, flood, storm, earthquake, pandemic, terrorism, war or governmental action.
- 9.2 If a party cannot perform for a continuous period of four weeks, the other party may terminate by written notice. The parties shall then agree a fair and reasonable payment for the services provided up to termination, taking into account any commitments made in reliance on this agreement.
- 9.3 This clause does not relieve a party of its obligations to keep personal data secure and to notify personal data breaches under clause 18.

10 TERM, TERMINATION AND DUE DILIGENCE

- 10.1 This agreement remains in force from the commencement date until terminated.
- 10.2 We may carry out due diligence before accepting instructions, which may include verifying your identity, authority and the lawful purpose of the instructions, and, where applicable, checks under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.
- 10.3 We may terminate the services by written notice delivered to your address or by email. You may terminate your instructions on any matter at any time by written notice. Notwithstanding termination by either party, you agree to pay all fees and costs incurred up to the date of termination, or the fixed fee agreed.

11 SUB-CONTRACTING

- 11.1 We may sub-contract all or part of the services. You give general written authorisation for us to do so. Wherever possible, any sub-contractor will be a member of the Association of British Investigators Limited (ABI), www.theABI.org.uk, or will meet the ABI criteria for membership. Some sub-contractors may be specialists who are not ABI members but meet our requirements.
- 11.2 If you do not consent to sub-contracting, you must say so in writing in the initial instruction, or as soon as reasonably practicable and in any event before we begin the services. We shall then seek your further permission where necessary, and may review the terms on which the instruction was accepted.
- 11.3 Where a sub-contractor will process personal data on your behalf, we shall impose on the sub-contractor, by written contract, data protection obligations equivalent to those in clause 18; and remain fully liable for the sub-contractor's performance (Article 28(2) and (4) UK GDPR).

12 EFFECTS OF TERMINATION

Upon termination of this agreement for any reason:

- 12.1 any sum owing by either party to the other shall become immediately due and payable;
- 12.2 all clauses which, expressly or by their nature, relate to the period after termination shall remain in full force and effect;
- 12.3 termination shall not affect any right to damages or other remedy that either party may have in respect of any breach existing at or before termination;
- 12.4 subject to this clause and to accrued rights, neither party shall be under any further obligation to the other; and

- 12.5 each party shall cease to use the other's Confidential Information and, on request, return any documents containing it, subject to clause 18.10.

13 NO WAIVER

No failure or delay by either party in exercising any right under this agreement shall be a waiver of that right. No waiver of a breach shall be a waiver of any subsequent breach.

14 FURTHER ASSURANCE

Each party shall execute and do all such further documents and things as may be necessary to give full effect to this agreement.

15 PUBLICITY AND CONFLICTS

- 15.1 From time to time we may publicise our services, including anonymised case scenarios. We shall not refer to your matter in any way that could reveal, or lead to the identification of, you, the matter or any individual, and all such information remains subject to clause 7.
- 15.2 We may act for other persons operating in the same locality or subject area as you, subject to our obligations of confidentiality and conflict of interest.

16 METHODS AND EQUIPMENT

In carrying out investigative, risk management, surveillance or litigation support activities, we may use skilled methods and electronic devices that may capture personal data. These activities shall be carried out lawfully, proportionately and in accordance with the guidelines and good practice published by the ABI and, where we adhere to it, the ABI UK GDPR Code of Conduct for Investigative and Litigation Support Services (see www.theABI.org.uk). We shall preserve original material and maintain the integrity and continuity of evidence.

17 USE OF ARTIFICIAL INTELLIGENCE

- 17.1 We may use artificial intelligence (**AI**) tools, including generative AI, to support the services, for example in drafting, transcription, translation, summarising and organising lawfully obtained material.
- 17.2 When using AI tools, we shall:
- 17.2.1 use only AI services provided on business terms under which inputs and outputs are kept confidential and secure and are not used to train the provider's models. Any AI provider that processes personal data on your behalf is a sub-contractor for the purposes of clause 11 and clause 18;
 - 17.2.2 use the minimum personal data necessary, anonymised or pseudonymised wherever practicable;
 - 17.2.3 not enter special category data, criminal offence data or legally privileged material into an AI tool unless you have agreed in writing and appropriate safeguards are in place;
 - 17.2.4 ensure that all AI output is reviewed and verified by a competent person before it is relied on or reported. AI shall not determine findings, conclusions or the identification of any individual, and no significant decision about an individual shall be taken based solely on automated processing (Articles 22A to 22D UK GDPR);
 - 17.2.5 not use facial recognition, voice or other biometric identification, or automated profiling of any individual, without your prior written instruction, a documented lawful basis and, where required, a data protection impact assessment; and
 - 17.2.6 not use AI to create, alter or enhance any image, recording or document in a way that could misrepresent evidence. Original material shall be preserved, and any AI-enhanced or AI-generated material shall be clearly identified as such in any report.
- 17.3 You may instruct us in writing not to use AI tools on your matter.
- 17.4 On request, we shall tell you whether, and how, AI tools were used in preparing any report or other deliverable.

18 DATA PROTECTION

- 18.1 **Law.** In this clause, **Data Protection Laws** means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, each as amended (including by the Data (Use and Access) Act 2025), and any other law applicable to the processing. **ICO** means the Information Commission (the Information Commission's Office).

- 18.2 **Roles.** The roles of the parties for each instruction depend on who determines the purposes and means of the processing, and shall be confirmed in our proposal or engagement letter where they differ from the following. Ordinarily, where we process personal data on your instructions to carry out the services, you are the controller and we are your processor. We are controller of our own business records, and of personal data for which we determine the purposes and means of processing (for example, records retained to establish or defend legal claims under clause 18.10). For each matter, the subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are those described in your instructions and our proposal or engagement letter. Those documents, together with these Terms, form the contract required by Article 28(3) UK GDPR. Your instructions or our proposal shall also identify any special category or criminal offence data, any sub-contractor that will process personal data, and any international transfer.
- 18.3 **Your responsibilities.** You warrant that you have: a lawful basis for the processing; an Article 9 or Article 10 condition (including under Schedule 1 to the Data Protection Act 2018) for any special category or criminal offence data; complied with the transparency requirements of Articles 13 and 14 UK GDPR, or identified and recorded an applicable exemption (for example Article 14(5)(b) UK GDPR or Schedule 2 to the Data Protection Act 2018); and carried out a data protection impact assessment where required.
- 18.4 **Processor obligations (Article 28(3) UK GDPR).** Where we act as processor or sub-processor, we shall:
- 18.4.1 process the personal data only on documented instructions (these Terms, your written instructions and our proposal or engagement letter), including with regard to international transfers, unless required by law. In that case, we shall inform you of the requirement before processing, unless the law prohibits this;
 - 18.4.2 immediately inform you if, in our opinion, an instruction infringes Data Protection Laws;
 - 18.4.3 ensure that persons authorised to process the personal data are bound by confidentiality;
 - 18.4.4 implement appropriate technical and organisational measures under Article 32 UK GDPR, including encryption of personal data in transit and at rest, multi-factor authentication on systems holding it, and the transfer of files only in encrypted form or protected by a unique password communicated separately;
 - 18.4.5 engage sub-processors only in accordance with clause 11;
 - 18.4.6 assist you, taking into account the nature of the processing, in responding to requests from data subjects to exercise their rights, and in complying with Articles 32 to 36 UK GDPR (security, breach notification, data protection impact assessments and prior consultation);
 - 18.4.7 at your choice, delete or return the personal data at the end of the services, subject to clause 18.10;
 - 18.4.8 make available all information necessary to demonstrate compliance with Article 28 UK GDPR, and allow for and contribute to audits, including inspections, by you or an auditor you mandate, on reasonable notice; and
 - 18.4.9 where it adheres to it, process the personal data in accordance with the ABI UK GDPR Code of Conduct, which may be relied on as an element in demonstrating sufficient guarantees (Article 28(5) UK GDPR).
- 18.5 **International transfers.** We shall not transfer the personal data outside the United Kingdom without your prior written instruction, and then only under a mechanism permitted by Chapter V UK GDPR.
- 18.6 **Personal data breaches.** We shall notify you without undue delay, and in any event within [24] hours, after becoming aware of a personal data breach affecting the personal data. We shall provide the information you reasonably require, and assist you to meet the 72-hour notification requirement to the ICO and any duty to inform data subjects (Articles 33 and 34 UK GDPR).
- 18.7 **Data subject requests and complaints.** Any subject access request or other request from a data subject served on us directly as processor shall be referred to you within [two] working days, and shall not be answered without your instructions. We shall provide assistance free of charge. Complaints by data subjects about the processing shall be handled under the controller's complaints procedure (section 164A Data Protection Act 2018).
- 18.8 **Criminal offence and special category data.** Where the services involve such data, we shall process it only as instructed, for the purpose of the instruction, and with the safeguards required by Data Protection Laws and, where applicable, the ABI UK GDPR Code.

- 18.9 **Privacy information.** Our privacy notice is available on our website, and our record of processing activities is available on request. Both form part of this agreement.
- 18.10 **Retention.** On completion of the services, we shall delete or return to you, at your choice, the personal data processed on your behalf. However, we may retain a copy of the instructions, report and supporting records where the law requires it, or where it is necessary to establish, exercise or defend legal claims. We shall then be controller of that copy for that purpose only, keep it secure, and delete it at the end of the applicable limitation period (ordinarily six years in England and Wales, or five years in Scotland, from completion). Extraneous material shall be deleted promptly.
- 18.11 **Continuity.** If we cease trading or cannot be contacted, any sub-contractor processing the personal data shall, as a condition of its contract with us, process it only on the written instructions of you, and return or delete it as you direct.
- 18.12 We shall maintain our registration with, and pay the data protection fee to, the ICO.

19 PROFESSIONAL STANDARDS AND COMPLAINTS

- 19.1 We are members of the ABI and subject to its Code of Ethics and Professional Standards, and to its programme of training and continuing professional development (see www.theABI.org.uk).
- 19.2 If you are not satisfied with our service, please complain to us in writing first. We will handle complaints efficiently and try to resolve them quickly. If you remain dissatisfied, you may refer the matter to the ABI under its complaints and disciplinary procedures (see www.theABI.org.uk).
- 19.3 Where your complaint concerns personal data, it will be handled under our data protection complaints procedure (section 164A Data Protection Act 2018). You may also complain to the ICO under section 165 of that Act.

20 ANTI-BRIBERY AND MODERN SLAVERY

- 20.1 All instructions shall be carried out in compliance with the Bribery Act 2010, and no part of any instruction shall be conducted in breach of it.
- 20.2 We shall take reasonable steps, including due diligence, to ensure that our staff, contractors and supply chain are not victims of slavery or human trafficking, consistent with the Modern Slavery Act 2015.

21 CONSUMERS

- 21.1 This clause applies if you are an individual acting for purposes wholly or mainly outside your trade, business or profession.
- 21.2 Nothing in these Terms affects your statutory rights under the Consumer Rights Act 2015.
- 21.3 Where the contract is made at a distance or away from our premises, you may cancel it within 14 days without giving a reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask us to begin the services within the cancellation period, you must pay for the services provided up to the time you cancel. You will lose the right to cancel once the services have been fully performed with your agreement.
- 21.4 Clause 23 does not prevent you from bringing proceedings in the courts of the part of the United Kingdom in which you live.

22 SEVERANCE

If any provision of this agreement is found to be unlawful, invalid or unenforceable, it shall be severed, and the remainder of this agreement shall remain valid and enforceable.

23 LAW AND JURISDICTION

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, are governed by the law of [England and Wales] [Scotland] [Northern Ireland]. The parties submit to the exclusive jurisdiction of its courts, subject to clause 21.4.

24 AGREEMENT TO THESE TERMS

You agree to be bound by these Terms by instructing, or continuing to instruct, us, on condition that we accept the instruction, expressly or by commencing the services.