

## UK Lie Tests / Distress Services - Norfolk

The following standard terms of business apply to all engagements accepted by G&N Heseltine trading as UK Lie Tests / Distress services –Admin Address: Southerly, 48 Repps Road, Martham, Norfolk, NR29 4QT (hereinafter “UK Lie Tests”)

All work carried out is subject to these terms except where changes are expressly agreed in writing.

The services you have asked us to provide will be set out in a separate engagement letter. Our contract with you comprises our Engagement Letter and our current Consent Forms

### Standard Terms of Business

#### 1 Contracting parties

1.1

Your contract is a contract with G&N Heseltine T/A UK Lie Tests – Distress Services who’s examiners are members of the British Polygraph Association.

1.2

References in these Terms and the services engagement letter to “we”, “us” or “our” are references to UK Lie Tests / Distress Services.

1.3

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

1.4

The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

#### 2 Our professional obligations

2.1

We owe you a duty to provide services under the contract with reasonable care and skill.

2.2

We will observe any codes and guidance of the British Polygraph Association as available on their website at [www.britishpolygraphassociation.org](http://www.britishpolygraphassociation.org) and accept instructions to act for you on the basis that we will act in accordance with these codes and guidance

2.3

Where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to this engagement.

2.4

We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

#### 3 Fees

3.1

Our fees are computed on the basis notified to you at the commencement of the engagement, modified by any later agreement. This will reflect the time spent on your affairs by us and on the levels of skill and responsibility involved.

3.2

Our normal terms of business require that a payment on account (to the full value of the services to be provided by us) is paid to us in cleared funds in advance in respect of our fees and any disbursements (payments to third parties incurred in dealing with your affairs, also travel, accommodation and similar charges). If such a payment on account is not required by us then invoices for fees and disbursements are payable in full within 7 days of receipt. Any deposits paid in respect of our services are non refundable in any circumstance.

3.3

Unless otherwise agreed, our fees will be charged separately for each of the main classes of work we perform for you and will be billed on a weekly basis or as the work is carried out.

3.4

The amount of time spent on your matters will also be influenced by the manner in which you respond to our requests for information.

3.5

Any special fee arrangement (such as fixed or capped fee) agreed for a matter will not cover additional work not identified when the arrangement was agreed.

#### 4 Our liability to you

4.1

You agree that if, as a matter of law, a duty of care would otherwise be owed to you by us, such duty is hereby excluded and you agree that you will not bring any claim against us in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.

4.2

Nothing in these Terms and the services engagement letter excludes or limits any claim you may have against us arising out of any fraudulent or dishonest conduct on our part or any liability or claim that cannot be excluded under English law.

4.3

We shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999, but our contract with you may be varied from time to time or terminated without the consent of any such person.

4.4

We will not be responsible for any increased liability falling on it by reason of any limit which you may have agreed with any other person or which may otherwise have fallen upon us by reason of the contributory negligence of any other person against whom you

do not make recovery for any reason. This is relevant in circumstances in which we and other persons may be liable in respect of the same damage. In these circumstances, our liability will be limited to such sums as it reasonably ought to pay having regard to our responsibility for the damage (within the meaning of section 2(1) of the Civil Liability Contribution Act 1978) and on the basis that such other persons are deemed to have paid to you such sum as they ought reasonably to have paid (i) having regard to their own responsibility for it and (ii) disregarding any limitation which you may have agreed with such person, any subsequent extension of your claims against that person or the fact that such person has ceased to exist. If you agree to limit the liability of such persons, or if the claim against such person lapses or becomes extinguished for any reason or is not pursued by you or any such person fails to satisfy any judgment obtained by you, we will not be liable to you for more than the net amount it would have paid, after allowing for the amounts you would otherwise have been entitled to recover from such persons.

## **5 Retention of records and data**

### **5.1**

We reserve the right (and you irrevocably authorise us) to destroy any or all information, data or documents in whatever form (including electronic means) regarding your case which have been in our possession custody or control in relation to this contract for more than 12 months' old.

### **5.2**

Should you require the return of your own information, data or documents then (subject to the provisions of paragraph 6.2) you must collect them, by appointment and at your cost, from us within that time. All Polygraph data remains the property of UK Lie tests.

### **5.3**

We may (but shall be under no legal or other obligation) in our absolute discretion after the end of the time period set out in paragraph 5.1, scan or otherwise retain or store copies of any or all information, data or documents supplied to us and you confirm that such scans or copies will be admissible to the same extent as evidence of the original information, data or document

### **5.4**

We accept no responsibility for any losses arising as a result of the destruction or loss of any or all information, data or documents under this paragraph or otherwise under this contract with us and you agree to indemnify us against any or all claims and/or costs in respect of such destruction or loss.

## **6 Confidentiality and Quality Control**

### **6.1**

From time to time we are obliged to let external regulators and other third parties have access to clients' files and data. Wherever relevant we have confidentiality agreements in place with these persons and you confirm that you permit access to your files and data to these persons and organisation for these purposes.

### **6.2**

All files and data (in whatever form including electronic means) remain the property of UK Lie tests and remain within our organisation. Any Disclosure of polygraph information is at our discretion entirely and Quality control of polygraph Data will be conducted by qualified examiners within UK Lie Tests.

## **7 Applicable law and service of legal proceedings, notices or other legal documents**

### **7.1**

Our engagement is governed by and construed in accordance with the laws of England and Wales. You agree the English Courts will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms, our engagement letter and any matter arising from them. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

### **7.2**

Service of legal proceedings, notices or other legal documents will not be accepted by fax or by email. Acceptable methods are personal service or by first-class post

## **8**

### **Internet communication**

#### **8.1**

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially or personally sensitive information relating to your business or personal affairs are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

## **9**

### **Data Protection Act**

#### **9.1**

We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. For the purposes of the Data Protection Act, the Data Controller in relation to your personal data may be contacted at 48 Repps Road, Martham, Norfolk, NR29 4QT

## **10**

### **Change to these Standard Terms of Business**

#### **10.1**

These Standard Terms of Business are subject to change from time to time and you will agree that you will be bound by any amendments to these Terms. You may, at any time during our retainer, request a copy of updated Terms from us at 48 Repps Road, Martham, Norfolk, NR29 4QT

**Edition dated: March 2016**