

## Terms of Business

These terms and conditions detail the basis on which I will deliver the services that you the “Customer” are procuring. By instructing me to undertake any of the work outlined in a quotation you are agreeing to be bound by the terms and conditions as set out below.

I will only provide services to Customers when formal instruction to proceed is received in writing, committing the Customer to the charges as detailed in a quotation. In issuing a purchase order or formal instruction to proceed, it is explicit that the person providing the instruction is authorised to commit the Customer, and it is reasonable for me to proceed on this basis.

### My commitment to the Customer

I will clearly identify all anticipated charges beforehand in a formal quotation.

I will keep the Customer informed of any issues encountered during the course of the examination likely to result in additional charges, only proceeding following discussion with the Customer and receiving their explicit agreement and formal instruction to proceed.

I will endeavour to deliver a professional and satisfactory service to quotation and within the indicated time frame. The outcome of an examination can never be predicted and I cannot guarantee to be able to provide any opinion regarding the documents submitted. In this event I will explain why an opinion cannot be provided.

In providing a high quality and professional service to the Customer, I expect that the Customer will in turn make payment according to the quotation and in accordance with the terms and conditions enclosed herein.

### Terms & Conditions

1. I will not commence work until I have received a written authorisation (formal instruction to proceed or suitably completed and authorised purchase order) stating that the Customer accepts the fees as indicated in the quotation. Written authorisation can be in the form of an email or letter.

2. Acceptance of my quotation and the instruction to proceed by the Customer constitutes a contract between the Customer and me, according to the terms & conditions herein, the quotation and any other such documentation relating to the service being provided.

3. In providing your instruction or Purchase Order it is reasonable on my part to expect that these, or other similar forms provided for the purpose of instructing me to proceed, provide the appropriate authority on behalf of the Customer to commit the customer to the terms and conditions of supplying the requested services.

4. It is the Customer's responsibility to inform me of any changes in circumstances relating to the instruction to proceed. I will endeavour to minimise costs in the event of instructions being cancelled or amended and will charge the Customer for work and expenses incurred up to the date I receive any such revised instructions. The Customer explicitly agrees that in providing instructions to proceed they accept liability for all charges I may submit for payment by the Customer up to receiving the revised instructions. The Customer should not rely on any notification to halt further work on an agreed instruction to proceed unless they have a formal acknowledgement from me that I have received said notice from the Customer. To be an effective notice the notice must be from the Customer or a suitably authorised representative of the Customer and not a third party to the contract under which the service is being supplied.

5. All charges and costs to the Customer will be identified in the quotation and where any risk applies to variations in the final charges vs the quotation they will be clearly identified in the quotation and brought to the Customer's attention.

6. All charges will be made to the Customer in UK Pounds Sterling.

7. Expenses incurred in providing services will be recharged at cost, with the exception of fuel for vehicles which will be charged at the prevailing rate. Rail will be charged at standard cost (unless agreed otherwise), flights at business class, reasonable refreshment expenses and hotel or other accommodations charges for overnight stays will be charged at cost. If necessary, photocopying, reproduction of images and drawings and similar expenses incurred will be provided at cost, with suitable copies of receipts provided wherever possible.

8. Standard payment terms for instruction by non-corporate means (i.e. a member of the public), are for cleared funds for the full invoiced amount to be paid to my bank account prior to commencement of the examination and following receipt of an appropriate invoice which is materially correct with regards to the specific quotation and prevailing regulations; this does not include the free advice that is available at initial enquiry stage. The contract to provide services is with you the Customer and payment of my invoice is not contingent on any other circumstance or event not specifically agreed between us beforehand. Any such variation to the standard terms of payment is to be formally recorded and agreed before I proceed.

9. Standard payment terms for corporate instruction are for cleared funds for the full invoiced amount to be paid to my bank account within 30 days following the date of submission of an appropriate invoice which is materially correct with regards to the specific quotation and prevailing regulations. The contract to provide services is with you the Customer and payment of my invoice is not contingent on any other circumstance or event not specifically agreed between us beforehand. Any such variation to the standard terms of payment is to be formally recorded and agreed before I proceed.

10. I will take any action I feel appropriate in the recovery of overdue payments owed. Part payment does not constitute satisfaction on my part that any dispute is resolved or that the balance of any amounts remaining unpaid are not due as per the terms of payment as agreed here or within the purchase order. I reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

11. My total liability with regard to costs associated with or arising from damage or complete loss of evidence submitted by the Customer to me is limited to the order or contract value placed by the Customer for the express purpose of examining said evidence submitted for examination. I will reimburse to the Customer the lower of a) the agreed value of evidence lost or damaged, b) the order value agreed for examining said evidence submitted by the Customer or, c) the maximum insurance value available from 3rd party courier services where this may apply. It is the strict responsibility of the Customer to highlight to me, evidence that is being submitted for examination which is of high value and for which special arrangements, including but not limited to special courier requirements, or additional insurance, may be required. It is clearly understood that I will not be liable for any contingent liability or opportunity cost associated with the impairment or loss of evidence submitted by the Customer unless any such liability is agreed in writing by both parties and specific contingent insurance has been put in place to cover any such liability.

12. Where I receive any personal data as defined by the General Data Protection Regulation 2018 (“the Act”), I will fully comply with the provisions of the Act and only deal with the data to fulfil my obligation to complete the work commissioned.