



## **TERMS & CONDITIONS**

### **1. Definitions and Interpretation**

1.1 In these Conditions the following words shall have the following meanings:

“Client” means the individual, partnership, company or any other entity instructing Bluemoon Investigations Group Ltd to carry out Services.

“Conditions” means these terms and conditions incorporated into every contract for Services made between the Client and Bluemoon Investigations Group Ltd.

“Services” means any of the services and activities carried out by Bluemoon Investigations Group Ltd on behalf of the Client, including collection of accounts, tracing absconding debtors, legal services and bespoke credit management assistance.

“Bluemoon Investigations Group Ltd” means Bluemoon Investigations Group Ltd (Company number 05853759) whose registered address is 1-3 Craven Road, Paddington, London W2 3BP and includes any employees, agents, representatives, suppliers or any other third parties contracted by Bluemoon Investigations Group Ltd in providing the Services.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

### **2. Application**

2.1 Subject to any variation under Condition 2.3, any contract or agreement for Services between Bluemoon Investigations Group Ltd and the Client will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any document).

2.2 These Conditions supersede all previous terms and conditions in force between Bluemoon Investigations Group Ltd and the Client and prospective clients unless otherwise agreed in writing by Bluemoon Investigations Group Ltd.

2.3 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Director of Bluemoon Investigations Group Ltd. Nothing in this Condition will exclude or limit Bluemoon Investigations Group Ltd’s liability for fraudulent misrepresentation.

Bluemoon Investigations, 1-3 Craven Road, Paddington, London, W2 3BP

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Bluemoon Investigations Group Limited, Registered in England and Wales. Company number: 05853759.

Registered address: 1-3 Craven Road, Paddington, London, W2 3BP

Bluemoon Investigations is a trading style of Bluemoon Investigations Group Ltd

2.4 Each request by the Client for Bluemoon Investigations Group Ltd to provide the Services shall be deemed to be a request by the Client to receive Services subject to these Conditions.

### **3. Tracing**

#### **3.1 Address Trace**

3.1.1 Where tracing is charged on a “No Trace, No Fee” OR a “Guaranteed Refund” basis a successful trace is where either:

3.1.1.1 a contact address for the subject is obtained and confirmed by Bluemoon Investigations Group Ltd to the Client;

3.1.1.2 the subject is confirmed as being at the same address as provided; or

3.1.1.3 if the subject is confirmed to be deceased.

#### **3.2 Employment Trace**

3.2.1 A successful trace is where either:

3.2.1.1 the subjects employer’s details are provided by Bluemoon Investigations Group Ltd to the Client; or

3.2.1.2 the subject is confirmed by Bluemoon Investigations Group Ltd to the Client as self-employed; or

3.2.1.3 the subject is confirmed by Bluemoon Investigations Group Ltd to the Client as unemployed.

#### **3.3 Trace Re-check Requests**

3.3.1 If requested, re-checks will be carried out within ninety (90) days of the original report.

3.3.2 Re-checks requested after the expiry of the ninety (90) day period referred to in Condition 3.3.1 above will be treated as a new trace.

3.3.3 Where information supplied by Bluemoon Investigations Group Ltd is found to have been incorrect at the time of the original report, a full credit of the original report fee will be issued to the Client.

3.3.4 Where information supplied by Bluemoon Investigations Group Ltd is found to have been incorrect at the time of the original report but new information is obtained in the course of the re-check, a full credit of the original report fee will be issued to the Client and the new information will be supplied and invoiced to the Client at the agreed trace fee.

3.3.5 Where information supplied by Bluemoon Investigations Group Ltd is found to have been correct at the time of the original report and where new information is obtained in the course of the re-check, a further fee equal to the original report fee will be charged to the Client.

3.3.6 Where information supplied by Bluemoon Investigations Group Ltd is found to have been correct at the time of the original report and that information is confirmed as still correct or an approximate date of leaving since the original report date is confirmed in the course of the re-check, a further fee equal to 50% of the original report fee will be charged to the Client in addition to the original report fee.

#### **4. Service of Documents**

4.1 The collection and delivery of documents from the Client's premises are subject to a collection/delivery fee as advised to the Client from time to time by Bluemoon Investigations Group Ltd.

4.2 Subject to the remaining provisions of this Condition 4 below, the fee agreed between Bluemoon Investigations Group Ltd and the Client for the service of documents includes attendance at the subject's address in accordance with CPR Rules (Part 6) or equivalent to attempt service and the preparation of a witness statement.

4.3 If requested by the Client, an affidavit of service will be prepared and sworn by Bluemoon Investigations Group Ltd subject to an additional fee.

4.4 Unless the Client provides triplicate copies of each set of documents to be served, Bluemoon Investigations Group Ltd reserves the right to make reasonable charges to the Client for photocopying of documents prior to service.

4.5 Fees for the postage of large or bulky items will be charged at cost by Bluemoon Investigations Group Ltd to the Client.

4.6 Fees for the same day service of documents will be advised by Bluemoon Investigations Group Ltd to the Client and may include courier charges and fees at an hourly rate.

4.7 Fees for the next day service of documents will be advised by Bluemoon Investigations Group Ltd to the Client and may include overnight guaranteed delivery charges.

#### **5. Client's Obligations and Liabilities**

5.1 Any information supplied by Bluemoon Investigations Group Ltd to the Client is to be treated as indicative only and the Client agrees that information supplied by Bluemoon Investigations Group Ltd is supplied in the strictest of confidence. The Client agrees not to divulge any information or part to any third party or parties. All correspondence including conversations are agreed to be strictly confidential and shall not be repeated to any outside source.

5.2 The Client shall make all payments due to Bluemoon Investigations Group Ltd under these Conditions or otherwise without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Bluemoon Investigations Group Ltd to the Client.

5.3 The Client agrees and permits Bluemoon Investigations Group Ltd to make searches against the Client at any credit reference agency unless such consent is withdrawn by written notice to Bluemoon Investigations Group Ltd.

5.4 The Client agrees to undertake any reasonable actions and provide instructions to Bluemoon Investigations Group Ltd upon request to enable Bluemoon Investigations Group Ltd to carry out the Services. In the event that the Client fails to take such actions or provide instructions within 21 days, Bluemoon Investigations Group Ltd reserves the right to charge the Client the fees and/or commissions agreed to be payable as if the Services had been successfully performed in their entirety by Bluemoon Investigations Group Ltd.

## **6. Fees, Commissions and Charges**

6.1 The prices and charges payable by the Client are those quoted prior to the commencement of work unless otherwise separately agreed in writing to the Client prior to Bluemoon Investigations Group Ltd being instructed to act by the Client.

6.2 Expenses incurred on assignments are charged gross. Air travel, including insurance, vehicle hire and congestion charge are charged at cost. Rail travel over 2 hours duration is made first class and charged accordingly

6.3 Where prices and charges are not quoted, Bluemoon Investigations Group Ltd undertakes as far as is reasonable and is possible to notify the Client of any extraordinary or additional charges before such charges are incurred or likely to be incurred.

6.4 All fees and charges are subject to VAT at the prevailing rate where applicable.

6.5 If requested by Bluemoon Investigations Group Ltd, the Client agrees to make a payment on account of costs prior to the commencement of the provision of the Services by Bluemoon Investigations Group Ltd.

6.6 Retainers and deposit payments are accepted from Clients on the strict understanding that any refund consideration is made at the sole discretion of Bluemoon Investigations Group Ltd and if a refund is granted there will be an administration charge of 20% of the original Assignment fee plus any expenses incurred. This also applies if the Assignment is cancelled prior to commencement.

6.7 Bluemoon Investigations Group Ltd credit terms are 30 days from date of invoice unless extended credit terms have been agreed in writing with a Director of Bluemoon Investigations Group Ltd. Time of payment shall be of the essence of all contracts between the Client and Bluemoon Investigations Group Ltd to which these Conditions apply.

6.8 Bluemoon Investigations Group Ltd will consider extending Credit to Solicitors and Professional Bodies at their sole discretion. In any event all first time, surveillance and overseas instructions will be paid in advance.

6.9 Bluemoon Investigations Group Ltd charges interest at 8% above base on late payment of invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

6.10 In the event of a Client failing to pay any charges or invoices due to Bluemoon Investigations Group Ltd, then Bluemoon Investigations Group Ltd reserves the right not to provide the Client with continuing Services and to withdraw all or any Services without notice.

6.11 Where Bluemoon Investigations Group Ltd is instructed to carry out additional work such as liaising with solicitors, outside agencies, producing written reports, acting solely as a witness etc, this work is chargeable at an hourly rate advised from time to time by Bluemoon Investigations Group Ltd to the Client.

6.12 No charge will be made by Bluemoon Investigations Group Ltd LTD to any client who seeks advice on the telephone. If a client requests Bluemoon Investigations Group Ltd to attend their premises, or elsewhere, for the purpose of giving instructions or to seek advice Bluemoon Investigations Group Ltd may make a charge, details of which can be requested from Bluemoon Investigations Group Ltd. Any such charge will be paid in advance of the appointment date.

## **7. Other Services**

7.1 Bluemoon Investigations Group Ltd will, on application, provide Clients with other services, tailored to the Client's specific requirements and for which a separate and or additional agreement or charges will be reached if requested by the Client.

7.2 Where such services are provided the Client will be liable for all incumbent overheads, disbursements and charges whatsoever incurred by Bluemoon Investigations Group Ltd or its agents at the prescribed rates notified or agreed separately with the Client.

7.3 Where the Client instructs Bluemoon Investigations Group Ltd to hold suspend or discontinue performance of the such services without reasonable explanation or without the recommendation of Bluemoon Investigations Group Ltd, then Bluemoon Investigations Group Ltd reserves the right to charge the Client the fees and/or commissions agreed to be payable as if such services had been successfully performed in their entirety by Bluemoon Investigations Group Ltd.

## **8. Bluemoon Investigations Group Ltd's Obligations and Liabilities**

8.1 Bluemoon Investigations Group Ltd has in place public liability insurance to the sum of £5,000,000 and professional indemnity insurance to the sum of £250,000 and the Client accepts that Bluemoon Investigations Group Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the sum insured provided always that Bluemoon Investigations Group Ltd shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the Services provided by Bluemoon Investigations Group Ltd. Nothing in these Conditions excludes or limits the liability of Bluemoon Investigations Group Ltd for death or personal injury caused by the Bluemoon Investigations Group Ltd's negligence or fraudulent misrepresentation.

8.2 Bluemoon Investigations Group Ltd will not be liable for any losses or damages arising out of any incorrect information contained in any legal processes.

8.3 Bluemoon Investigations Group Ltd accepts no liability for errors or negligence caused by actions of employees, representatives, suppliers or any other third party contracted by Bluemoon Investigations Group Ltd in providing the Services or fulfilling its responsibilities and duties towards the Client.

8.4 Bluemoon Investigations Group Ltd will at all times maintain confidentiality as regards the information obtained from the Client in the performance of the Services and shall not disclose such information to any third party (other than its employees, agents, representatives, professional advisors, suppliers or any other third parties contracted by Bluemoon Investigations Group Ltd in providing the Services) without the consent of the Client (such consent not to be unreasonably withheld) or to the extent that Bluemoon Investigations Group Ltd is under a legal duty to disclose such information or if a Client has failed to pay any outstanding invoice or commission due to Bluemoon Investigations Group Ltd.

8.5 Documents provided to Bluemoon Investigations Group Ltd are agreed to be provided at the senders own risk and only copies of relevant documents should, if necessary, be passed for action. Bluemoon Investigations Group Ltd does not accept responsibility for any documents that are lost or destroyed. Bluemoon Investigations Group Ltd reserves the right to dispose of or destroy documents still in its possession three months from date of receipt.

8.6 Witness court attendance by Bluemoon Investigations Group Ltd is subject to fees, court location and availability.

## **9. General Conditions & Information**

9.1 Bluemoon Investigations Group Ltd reserves the right to decline or cease any Assignment before or during commission without giving specific reasons.

9.2 All information provided to any Client is on the express condition and understanding that such information is solely for the use of the Client concerned and not for publication or resale without the express written consent of Bluemoon Investigations Group Ltd All instructions, results and reports are for lawful purposes only. The Client confirms by signing these terms & conditions that they are not requesting Bluemoon Investigations Group Ltd to commit any unlawful act or to act as an agent for them in carrying out any activity that they are not legally entitled to do so themselves.

9.3 Because of the nature of the investigations business, clients should be aware that Bluemoon Investigations Group Ltd cannot guarantee the outcome of any investigation.

9.4 Any complaints will be submitted in writing and sent to: 1-3 Craven Road, Paddington, London, W2 3BP for full enquiry. Unresolved complaints may be referred to a mutually acceptable Arbitrator, at the Clients expense, and the Arbitrators decision will be final and binding on both the Client and Bluemoon Investigations Group Ltd

9.5 Bluemoon Investigations Group Ltd is notified under the Data Protection Act with the Information Commissioners Office reference Z9558085

9.6 Bluemoon Investigations Group Ltd reserves the right to defer the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Bluemoon Investigations Group Ltd including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) provided that, if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to give notice in writing to the other to terminate any contract subject to these Conditions.



9.7 Each right or remedy of Bluemoon Investigations Group Ltd under these Conditions is without prejudice to any other right or remedy of Bluemoon Investigations Group Ltd whether under these Conditions or not.

9.8 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidaBluemoon Investigations Group Ltdlity, unenforceaBluemoon Investigations Group Ltdlity or unreasonableness be deemed severable and the remaining provisions of these Conditions and the remainder of such provision shall continue in full force and effect.

9.9 Failure or delay by Bluemoon Investigations Group Ltd in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.

9.10 Any waiver by Bluemoon Investigations Group Ltd of any breach of, or any default under, any provision of these Conditions by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions.

9.11 Nothing in these Conditions or the provision of the Services shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Client and Bluemoon Investigations Group Ltd.

9.12 Any notice hereunder shall be in writing and be deemed to have been duly given if delivered personally or sent by pre-paid first class post (airmail if to an address outside the United Kingdom) fax to the party concerned at its last known address. Notices delivered personally shall be deemed to have been given when delivered, notices sent by first class post shall be deemed to have been given seven days after despatch (fourteen days if given by airmail) and notices sent by fax shall be deemed to have been given on the date of despatch.

9.13 The Client is not permitted under these Conditions to attempt to employ any Bluemoon Investigations Group Ltd staff whilst employed by Bluemoon Investigations Group Ltd or for a period of six months after leaving Bluemoon Investigations Group Ltd.

9.14 Bluemoon Investigations Group Ltd and the Client do not intend that any term of these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party any contract for the provision of Services.

9.15 These Conditions shall be governed by English Law and all parties shall submit to the exclusive jurisdiction of the courts of England and Wales

9.16 All Clients are advised to retain/obtain a copy of this Agreement.