

## Standard Terms & Conditions

### Responsibility for Work

When we are instructed, we nominate an investigator to take responsibility for your case and we will advise you who they are and their contact details. If they are unavailable at any time, our office staff should be able to assist or take a message.

Our company's aim is to offer all our clients an efficient and effective service. However, should there be any aspect of our service with which you are unhappy and which cannot be resolved between the nominated investigator and yourself, you may raise the matter with Jon Neades or Ric Ward, who are Directors of this company.

### Professional Indemnity

In your interest, we maintain insurance to protect you in the unlikely event of our negligence. We have a limit in each case of £2 million. If you believe that this limit may be insufficient in this case, please discuss it with us as soon as possible.

### Fees

Everyone in this company has an hourly charging rate which is reviewed annually and available on request. Fees are charged for time spent in dealing with this case and for time spent at Court. Note that for travelling time, we charge at half the appropriate hourly charging rate for the personnel involved.

Should our fees change whilst we are dealing with this case, we shall advise you in advance.

Our fees in this case will be calculated mainly by reference to time spent by the investigator and the other staff dealing with this matter, including *inter alia*, the following,

- Talking to you on the telephone
- Meeting with you in person
- Interviewing involved parties
- Reading and studying papers and documents in this case
- Visiting the scene and conducting a survey
- Preparing the report, plans, animations and other documentation
- Ensuring that the report and any other documentation is accurate

Your invoice in respect of this matter may be subject to a premium charge depending on whether certain factors apply in this case such as:

- The degree of urgency accorded to the case
- The complexity of the case
- The importance of the case

If other fee earners in this company are required to work on your file, their charging rates will be applicable for the work that they do.

## **Invoices and Outstanding Debts**

We shall submit an invoice to you for the work performed and costs incurred once we have prepared the report and other items. Court appearances and any additional work and costs will be invoiced separately in accordance with our charges prevailing at that time.

Ai Training Services Ltd is registered for VAT and VAT is added to our charges at the current rate. If you are also registered, this VAT element may be recoverable.

Any invoices for work performed are payable within 30 days unless we have agreed alternative terms with you in advance. We reserve the right to charge interest on any debt outstanding longer than 30 days. It is our current policy to charge interest on any account which remains unpaid after 90 days. Should an account remain unpaid after 180 days, we will then take steps to recover the debt through the Courts. While an account remains unpaid we may decline to accept additional instructions.

## **Costs on Account**

When we first take on a client, we may ask for money on account of costs and disbursements before commencing work. If such a request is made we would ask you to ensure that such a request is met immediately to avoid any delay, as work may not be undertaken until these are received.

## **Costs of Abortive Work**

If for any reason this company does not complete the work that you have instructed us to do, then a charge will be made in respect of the work that has already been completed, together with VAT where applicable and disbursements. Depending on the work done, this may be a small proportion of the estimate given above, or it may be the full amount.

Please note that in circumstances where a deadline for the completion of the report is set, then we will do all we reasonably can be expected to do to achieve the delivery of the report within the time frame. However, we can give no assurance or accept any liability whatsoever for meeting such a deadline where matters beyond our control (such as failure to retrieve documents, obtaining third party information) result in a failure to achieve delivery within that deadline.

## **Storage of Papers and Documents**

Following the conclusion of this case we shall retain your file of papers and other documents for such a period of time that we shall deem appropriate at our discretion. If you require us to keep such papers for any specific period, you must give us notice in writing to that effect. In the event of your giving us such notice, we reserve the right to require you to take personal custody of the papers.

We reserve the right to make a charge for recovering your file from storage in the future. At present we make no charge, but may make an administrative charge based on the time spent in retrieval, perusal, correspondence or other work necessary in order to comply with your instructions.

## **Recovery of Costs from Third Parties**

We realise that you are likely to be acting on behalf of a third party in instructing this company. However, we would remind you that you are primarily liable for our costs and will be responsible for payment regardless of whether you are successful in recovering these costs from any third party.