

F.L.I.P Limited trading as Answers Investigation Standard Terms and Conditions

Applicable to Agency Services for the Acceptance of Service of Proceedings issued out of the Courts of England

1. In these terms and conditions reference to “we”, “our” or “us” are to Answers Investigation and references to “you” and “your” means the Appointer or where applicable the Instructing Party stated in Particulars to be contracting on behalf of the Appointer.
2. We will act as your Process Agent and accept on your behalf service of proceedings issued out of the courts of England in relation to all and any of the agreements. As soon as reasonably practicable after accepting such service, we will notify you by email to the specified contact, which notice will include a copy of the Claim Form and Particulars of a Claim (or the equivalent) and will also *include appendices or attachments to the same and any other documents served on us.*
3. Following our receipt of any documents relevant to proceedings, we will promptly notify you of their receipt and seek your instructions as to how best to deliver or transmit the same to you or your advisors. All costs of transmission will be for your account and we shall be entitled to retain such documents until we have received your instructions and you have put us in funds to cover such transmission costs.
4. At the bottom of the Particulars we specifically require you to keep all particulars details fully up to date notifying us promptly of any changes and by reference to the relevant Contract Reference Number. Our obligation to contact you will be to contact only the named Contact and using the up to date named contact Particulars.
5. If it proves impossible, for whatever reason, to contact the named Contact we shall use our reasonable endeavours to communicate with you by whatever means may seem appropriate to us. We have no responsibility to ensure or guarantee actual receipt by you or your agent of any communication or document. Our appointment shall continue either on an annual basis or until the specified Term Date unless you and we have agreed an extension and subject always to the provisions for early termination set out below. Any extension may be agreed orally and evidenced by the issue by us of an invoice specifying the extension period.

www.answers.uk.com
Private Detectives



6. Our fees shall be in line with the Basis of Charging set out below. In addition you will be responsible for and will reimburse us for all our expenses incurred by us in carrying out our duties as your agent including notarial fees, cost of postage and couriers. If you fail to pay the full amount of any invoice within 30 days of its issue we reserve the right to terminate the appointment by notice given to you at any time after such failure, save where the failure has been remedied. All payments must be made without deduction for any taxes or other duties and if you are required by law to make any such deduction, you will pay such additional amounts as will ensure that we actually receive, net of any deductions, the amount due to us.
7. Should you request, we will give to any other party to the Agreements confirmation, in form and substance acceptable to us, that you have appointed us as your agent. A further fee will be payable if we are requested to give such confirmation to more than one other party.
8. Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with performance of our services as your agent hereunder shall not exceed £1,000,000. Save as precluded by law, we shall not be liable to you for any indirect or consequential loss or damage of whatever nature.
9. You will have no right of action against us for failure to perform any of our duties unless such failure is due to our negligence or wilful default. You will indemnify us against all liabilities, claims, costs and expenses arising in any way out of our appointment save where such liabilities, claims, costs or expenses are incurred as a result of our negligence or wilful default.
10. If we have invoiced you for a specified term and you have paid fully in respect of the same, we shall only be entitled to terminate our appointment in the event that you commit a material breach of your obligations and fail to remedy the same within 30 days of receiving notice in writing requiring the same to be remedied or otherwise in the event of receiving notice in writing requiring the same to be remedied or otherwise in the event of your insolvency. In the event of termination, no fees paid will be refunded.

www.answers.uk.com
Private Detectives



11. Our basis or charging is set out under the heading “Basis of Charging”.
12. The Particulars, together with these Terms and Conditions shall be governed by and construed in accordance with English Law, set out the entire agreement between us and we are under no obligations relating to our appointment other than those expressly so set out. No provisions of any of the Agreements shall be taken to override any parts of these Terms and Conditions and we shall not be deemed to have notice of any provisions of any of the Agreements.

13. Basis of charging

We will charge fees by Appointor and for the relevant number of Legal Documents within any transaction (and for these purposes each Agreement with a separate counterparty is treated as a separate transaction).

The fees below relate to our appointment only in respect of proceedings issued out of the courts of England. If you want us to also receive documents served in respect of proceedings in relation to the same Legal Documents, the additional charge listed below will apply.

We will charge our costs of administration where the application form has been completed and signed by the parties but you do not then wish to proceed with the appointment. Please see heading “Fee scale – Early termination” below.

Annual Service:	£195 + VAT per annum for 1-3 Legal Documents
Set Up:	£150 + VAT as a one-off Set-up fee
Additional Legal Documents:	£50 + VAT per annum per additional document
Early Termination:	£50 + VAT
For each additional contact or contact address	£50 + VAT (Initial fee includes the appointment of one contact within the appointing organisation)
For each additional confirmation	£50 + VAT (Initial fee includes the confirmation of our appointment to up to 2 persons)

www.answers.uk.com
Private Detectives

