



~ STANDARD TERMS OF BUSINESS ~

1. FORMATION OF CONTRACT

"Alpha Detective Agency" ("The Company") will conduct business solely upon the following terms and conditions, which:

- (i) Can be varied only in writing by a Director of the Company; and
- (ii) override and exclude any terms stipulated or referred to by the customer in any communication or prior course of dealing with the Company; and
- (iii) supercede any prior representation, whether oral or written, made to the customer by any employee or agent of the Company.

2. SERVICES

The company agrees to provide inter alia Agency and general services.

3 PRICE OF SERVICES

The price of the service provided to the customer by the Company shall be based upon the Company's current price list.

4. PAYMENT

The Company shall invoice the customer for the current price of the service forthwith upon completion of the service or at agreed stages. Subject to credit being allowed to the Customer by the Company, invoice shall be payable on or before the 14th day after the invoice date.

5. DEFAULT IN PAYMENT

- (i) In default of due payment of its invoice, the Company may in its absolute discretion and irrespective of any other rights maintain an action against the customer for the invoice sum upon which interest shall be payable at the rate of 2% per calendar month or part thereof from the date of the invoice until payment.
- (ii) The customer shall indemnify the Company against any legal costs which it may reasonably incur to recover its invoice sum.

6. CUSTOMERS OBLIGATIONS

- (i) The customer hereby warrants that in relation to information provided by the Company, the customer will not place reliance upon such information in conducting its business and will not hold the Company responsible for any loss or damage sustained as a result thereof.
- (ii) The customer agrees to indemnify and hold harmless the Company against all claims, proceedings, costs, losses and damage which the Company may sustain or incur in connection with the service supplied to the customer unless those claims result from the wilful misconduct of the Company.

7. LIABILITY

- (i) The Company shall not be liable for loss and/or damages sustained by the customer by reason of any cause whatsoever.
- (ii) The Company shall not be liable for loss and/or damage sustained by the customer and resulting from any inability on the part of the Company to perform its obligations by reason of war, riot, explosion, fire, flood, strike, lock-out, Acts or Regulations of Government, shortage of materials or labour, failure of plant or equipment or any event which the Company is unable to avoid.
- (iii) The Company shall not be liable for loss and/or damage sustained by the customer resulting from any acts, errors or omissions by the Company or its employees.
- (iv) The Company shall not be liable for loss and/or damage sustained by the customer resulting from any reliance placed upon information provided to the customer by the Company.

8. CONSEQUENTIAL LOSS

The Company shall not be liable to the customer for any Consequential Loss or damage irrespective of its cause.

9. SET-OFF

The customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the customer may have or allege to have for any reason whatsoever.

10. MISCELLANEOUS

- (i) Each of these terms and conditions is to be considered separately and shall survive and apply even if one or more of the other terms and conditions are held to be unreasonable or otherwise inapplicable.
- (ii) Headings contained herein are for reference purposes only and shall not be deemed to be an indication of the meaning of the clauses to which they relate.
- (iii) The customers obligations and/or benefits hereunder shall not be assigned to a third party without the Company's prior written consent.
- (iv) The customer agrees to provide 48 hours notice of cancellation of any booked time or services and to accept billing for services booked should such notice not be given.

11. PROPER LAW

These terms and conditions shall be governed by English Law and any dispute arising out of or in connection with the same shall be determined by the English Courts.
