

VT PRIVATE INVESTIGATIONS (VTPI)

WWW.VTPIUK.COM

Terms and Conditions of Business

These terms apply to VTPI's provision of investigation, investigation-support and related services.

Definition of terms

Company	VT Private Investigations, also known as VTPI
Client	The person/entity/agency instructing VTPI and paying its invoices
Contract	Contract for the supply of services
Agreement	Written document or verbal description of services to be provided, such as scope of assignment, reimbursable costs, timelines and deliverables
In writing/written	By letter, email, text, WhatsApp or other common digital means

Upon the client approving an Agreement and instructing VTPI verbally or in writing and VTPI accepting such instruction in writing or, where time is of the essence verbally with written acceptance at the earliest opportunity thereafter, a contract will exist and these terms will apply.

General

VTPI is under an obligation to know its customer. The client, when an unknown member of the public, will provide VTPI with contact details by way of a telephone number and email address and two forms of ID, including a photo form and proof of current address. Acceptable documents include a passport, photo card driving licence, recent (no older than 90 days) utility bill or other official confirmation of identity and address, e.g. HMRC or DWP or Bank letter or equivalent foreign documents in the case of clients living overseas.

VTPI is under an obligation to satisfy itself that a client's request for services meets the 'legitimate interests' criteria under ICO guidance. The client must be truthful with VTPI with regard to their reasons for requesting investigation services. For sensitive cases such as missing person investigations or relationship surveillance VTPI may require the client to sign an Addendum to an Agreement confirming certain facts, e.g. that no restraining order is currently in place against them.

Payment Terms

Unless otherwise agreed, terms for short term assignments are 50% of agreed actual or estimated costs to be paid prior to commencement, with the balance due upon completion. For longer term assignments billing will be monthly. Invoices are payable within 14 days of issuance to the client.

Invoiceable items in addition to fees for VTPI's services, the client will reimburse VTPI for costs necessarily incurred in the provision of services. Such costs will be outlined in the Agreement, and expenditure incurred will wherever possible be supported by receipts.

Use of Subcontractors

VTPI may outsource an assignment or aspect of an assignment to another investigator/investigation company. Chosen subcontractors will be bound by the COPI code of conduct. See **Code of Ethics and Professional Conduct** clause.

Late Payment

VTPI reserves the right to charge interest on late payments at a rate of 5% per annum above the Bank of England base rate. See also Retention of Title.

Retention of Title

Should the client fail to pay monies due for services provided and/or for expenditure necessarily incurred, VTPI will retain the title to any kind of intelligence gathered until such time as full payment is received. Intelligence will include but not be limited to documents, images, photos, video footage, and reports. Further, VTPI will be entitled to a lien on any tangible assets it acquires on behalf of the client during an assignment for which payment remains outstanding, until such time as full payment is received.

Disclaimer

VTPI will apply its expertise on a best-efforts basis and makes no guarantees as to the accuracy of its findings.

VTPI may derive data from various sources including third-party commercial databases and information aggregation services, and make use of OSINT (Open Source Intelligence) and SOCINT (Social Intelligence). Data may also derive from telephone conversations and/or written exchanges and/or via field based visits and enquiries.

Data provided by VTPI to the client may prove to be unreliable and/or inaccurate. Human recollections can be blurry. OSINT and SOCINT is information in the public domain which is subject to change without notice. Even official records can contain errors and on occasions be fraudulent entries. Mistaken identity is another possibility: In the case of a trace for example the person found may not be the correct individual; someone else may exist with the same name and/or a similar-enough profile. Any anecdotal comments provided by VTPI should therefore be regarded as impressions formed within a very limited timeframe based on data that could be flawed.

As a result VTPI's investigations cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided.

Whilst every reasonable effort will be made to ensure that data and intelligence provided is accurate and genuine, VTPI will not be liable for any errors or omissions and will not be responsible for any loss or damage caused by the use of this data.

It is the responsibility of the client to satisfy themselves as to the authenticity of any particular detail.

For the avoidance of doubt, VTPI expressly disclaims all warranties, express or implied, as to any matter whatsoever.

Claims

Should the client be dissatisfied with the performance of VTPI, it must notify VTPI in writing no later than 14 days following the provision of services, detailing the basis of its dissatisfaction and providing supporting details and/or documentation.

In the event of a dispute the client will work with VTPI to achieve a resolution, and give VTPI the opportunity to provide further services in settlement.

Limit of Liability

The extent of VTPI's liability to the client, for any reason whatsoever, will be limited to the amount paid for the services provided.

Termination

Investigation services are often required on an urgent basis with time being of the essence. Other times upfront planning may be required. In both cases the engagement of third parties to undertake certain tasks or aspects of a task may have been agreed. Should the client wish to cancel an assignment within less than 72 hours of its commencement or thereafter, VTPI reserves the right to invoice for up to the full amount agreed, to cover costs to third parties and loss of opportunity cost in relation to itself. Where VTPI is given 72 hours' or more notice of a client's wish to terminate, no charge will be made. Termination requests must be made in writing.

VTPI will be entitled to terminate a contract for non-payment of invoices or other breach of contract or where a conflict of interest is discovered.

Confidentiality

VTPI is registered with the ICO (Information Commissioners Office) Registration Number: **ICO Data Protection Registration Number: ZA132620**

In compliance with GDPR and the Data Protection Act 2018, all personal information disclosed to VTPI will be treated as strictly confidential. It will only be kept for as long as necessary, and unless required by law will not be disclosed to a third party without the client's permission. It will never be sold-on.

The client will treat any/all information it learns about VTPI and the running of its business as strictly confidential and will not pass such information on to a third party, unless required to do so by law.

Copyright

VTPI retains all rights to its intellectual property. This includes the style, format and presentation of reports and any other documentation, none of which must be copied, shared or stored, save for the purposes for which it was originally acquired, without the permission of VTPI.

Code of Ethics and Professional Conduct

VTPI is an Accredited Member of the Institute of Professional Investigators and a member of the UK Professional Investigators Network. VTPI is therefore a signatory to the Confederation of Professional Investigators UK (COPI) "Joint Code of Ethics and Professional Conduct". Our obligations under this code are detailed in the COPI Statement accessible on this website. This statement can also be viewed directly by visiting www.copiuk.org.uk

Force Majeure

VTPI will not be liable for any delays or failures in performance resulting from acts beyond its reasonable control.

Governing law and jurisdiction

Any dispute, controversy or claim of whatever nature arising out of or in any way relating to this contract, shall be exclusively governed by and construed in accordance with English law.