

Terms and Conditions Find People 4U.Ltd

Company No 6705937

01 01 2010

All trading names below are operated by the above named company. When submitting a trace upon this website you entering into a legal contract with Find People 4u Ltd.

FULL Tracing Service including Birth PARENT/Adoption Search Total Fee £159.98 Initial non refundable trace fee £ 59.99 (this charge covers our research (labour) costs into investigating your tracing instruction.

Final fee only payable upon tracing your birth parent £ 99.99

Total fee payable for our trace service labour costs £ 159.98

During the course of an investigation it is possible a public record may be required to obtain information detailed within that record, without obtaining that record it may not be possible to complete the tracing instruction. The cost of that public record is £ 29.99. Any public record required to be researched identified and recovered for example, birth, marriage, death record, and property registry title documents etc will be charged at £ 29.99

Definition of a successful birth parent trace.

A FULL trace is described as the procurement of information which identifies either the past address/ death of the trace subject? /confirm a current or new forwarding address from the last known supplied address of the subject of the trace instruction. It is the client's responsibility to make a full and detailed declaration of all known information and in particular previous addresses for the trace subject. If we supply an address which was previously known to you our client that you have not previously declared no refund of any monies either paid or due will be made under any circumstances.

If you are not serious about our service please do not waste our money and time in submitting an instruction. All trace instructions incur costs in both time and resources. We will take action to recover all trace payments we are contractually entitled to. You agree to this by submitting a request for us to work on your behalf .It is agreed that all information supplied to you is furnished for your private use only and cannot be shown to any other person or used in any legal action.

We undertake investigations on behalf of the client (you) on the basis that your request for information is as you state in your on line application or from an instruction taken over the telephone and that you have no unlawful intent in sourcing any information we provide you. If we find evidence or suspect that you have lied to us we will cancel the trace instruction with no refund available and furthermore if we receive a request from the police we will/may provide them with any material they require to further their investigations.

We reserve the right to withdraw our services without any explanation (without any refund of monies paid) from your instructions if we believe you have not made a full disclosure of all known information material to our investigations or that you have any unlawful intent in procuring any

information we supply or that we are not comfortable providing you our client with any further information either because you are abusive or rude with our investigators or if you have lied or misled us upon your submission form or not supplied accurate residence details or telephone contact details for yourself (for the avoidance of any doubt we need to be able to contact you, a current telephone/mobile number is needed because this causes unnecessary wasted time and resources) .If we cannot make contact with you we will disengage from the investigation, we do not have the time to make numerous calls to mobile telephone numbers that are never switched on or left on voice mail.

In these circumstances no refund of any monies paid will be offered. You agree to this upon submission to our tracing service. The reason for needing to contact you is clear and honest, tracing agents and other similar services have in the past been used by clients to source information on others for unlawful reasons. Those reasons may include stalking, child abduction and other more sinister reasons. We may need to contact you in person to confirm both information you have supplied and your identity.

The following checks are undertaken on your behalf (You are considered the Data controller).

1. All available public records are checked.
2. All public records are consulted /researched
3. Death records are checked in all cases and if the target is identified as being deceased our full investigation fee is still payable in full. We will trace the informant detailed upon the death certificate to a last known address.
4. Company information and director search
5. Local Inquiries/ Investigations are undertaken by our experienced Private detectives upon the Intelligence gleaned.
6. We will work towards supplying you with mobile and landline telephone numbers for the trace subject.
7. We will continue to Search/Trace for the individual or organisation until such time as we are satisfied the trace subject is not positively traceable this may be many months from submission. No investigation whether in the UK or abroad can be held to a timeline.

On occasions it is necessary to confirm the ownership of a residence of an individual prior to confirming to you the client the current residence of the trace individual. The cost of that land registry record is £ 29.99. If it is deemed necessary by our investigators to verify the trace, you agree to pay this fee without further reference to you prior to purchase. It may also be necessary to purchase a replacement marriage or birth or death certificate to gain the information contained within that record. The cost of that record is £ 29.99. If you do not want to proceed with a trace instruction or do not accept our terms of trade you should not submit an application and instruct Find people 4u Ltd to commence investigations.

Once submitted the trace is ongoing and our instructions are live and in place until such time as we receive and acknowledge in writing to you our agreement to cease the investigations, the client accepts they have no rights to any refunds of monies paid under any circumstances.

Local inquiries are made and unless you give us written permission no direct contact will be made with the trace subject and we promise to not divulge your information to any third party unless ordered to do so by a court order or by the Police or you fail to comply with our terms of trade. We (Ian Hurst director) are fully regulated by the OFT (Credit Licence No 593325) and the DPA (ICO Licence No Z9764360).

We provide updates to investigations only upon positive information being gleaned from investigations; we do not provide routine meaningless updates to the client. We dedicate our time to investigations and unless we have positive information to report we will not routinely contact you, this business model allows us to provide the most cost effective and efficient birth parent/blood relative tracing service available. You are invited and welcome to request an update via email on. You will also be able to monitor the case from with your tracing account

updates@birthparent.co.uk

We will respond to your request for a case update within 48 hrs. No case updates will be provided by telephone, this is to allow time and opportunity to provide a considered response after consulting case files.

All invoices or requests for payments should be paid within 7 working days including commercial invoices unless credit has been negotiated and agreed to previously. Failure to pay an invoice within 7 working days will incur a surcharge of £ 50 and for commercial invoices and instructions the late payment act will be applied and enforced. The £ 50 surcharge is in addition to any legal costs. We recommend that you use the information as a guide only and it is accepted that Find people 4u Ltd or any of its trading names cannot be held liable for any wrong information supplied or seek any refund upon any wrong information being supplied to you our client and you agree to indemnify Find People 4u Ltd from any legal action taken out against them in respect to any trace instruction or recovery of debt action carried out for you or on your companies behalf. The client accepts to indemnify Find people4u from all costs involved in any legal action taken against the client by Find people4u including attendance at court, travel costs and legal fees.

It is clearly accepted that we work towards identifying a person from information supplied by you our client. It is clear understood that the client indemnifies Find People 4u against any action taken against the company because the information supplied by the client (you) was not accurate at the time of submission. It is also clearly understood our report cannot be shown to any other person without our prior written permission.

The client (you) accepts that they no right to demand to be told how information was or is collected either during an investigation (Trace) or subsequently to the investigation (Trace) being completed. We have a duty to protect our sources of information and techniques, the client upon submission and instruction to investigate agrees to this position absolutely without pre conditions. If you do not agree to this position, please do not submit a trace to Find people 4u Ltd via any of the trading

names detailed above. We protect and respect your confidentiality and we expect you to respect our sources and techniques. All information and or documents gathered/collected during an investigation remain the property of Find people 4u Ltd and the client has no right to demand this information. The client fully accepts this condition upon submission.

Personal Information

1. Contact details
2. Payment details

All information is held securely under the data protection act although it provided and held entirely at the client`s risk.

All clients of Findpeople4u accept we hold personal details of a client to confirm identity prior to disclosing information to the client. The client agrees we find people4u can use/ record their personal contact information within our data base for any commercial activity:

- a. **Confirm identity**
- b. **Use personal details for email contact/marketing purposes**
- c. **Use personal telephone details contact/marketing purposes**

General Comments both Debt Recovery and Trace action

Credit/debit cards

To cover our costs we charge £ 2 per payment made by telephone to cover our charges. The client without any reservations by supplying us with your payment credit/debit card details agrees to the telephone debit/credit card payment charge and that we are fully authorised by you the card holder to make a debit upon your card for our trace investigation costs of either deposit/ final, public record or affidavit payments utilising a secure virtual terminal via Pay pal UK. You agree that these

Payments can be applied to your account without further referral to you and that you authorise these payments by submitting an instruction to trace and agreeing to these terms and conditions. You authorise all payments made upon your supplied credit or debit card in relation to any action in relation to tracing your submitted person.

You agree that you will seek no refund of any monies debited to your debit/credit card under any circumstances and further confirm that you are the legal holder of the card, you agree to pay all charges incurred by credit/debit refund. Any cards used fraudulently will be reported to the police and further recovery action enforced. Any information including credit card details supplied via the submission form on the website or by telephone is at your own risk. The submission form is considered suitable authority for all payments due for our services, you agree (authorise) that we are entitled to apply for payment of our services either during or once we have completed our service in accordance with these terms and conditions of trade. We will commence legal action to recover our unpaid fees in the event of non payment of any fees outstanding for more than seven days and we will charge £ 6:00 per letter written and sent to you (our debtor) by recorded post and £ 2:00 per telephone call made with the aim of recovering our unpaid fees from you and a further £ 30 for our time spent recovering the debt. We will commence legal action no later than 5 working

days from the due date of any debt and we will seek interest at 10% above base rate accrued on a daily basis by applying to the county courts for relief in these matters without further notice to you. You (client) agrees to this without any reservation by submitting a request for our tracing or private detective services You agree to refund any costs including our reasonable legal costs in full for any refused or payment reversed transactions, these costs are those levied by our payment processors.

The client accepts all our terms and conditions and in particular their obligation to pay for a completed trace or successful debt recovery action upon submission of an instruction to Find people 4u Ltd or any of its trading names and that you indemnify Find people 4u Ltd in regards to any costs or legal actions undertaken by any person in connection with your tracing instruction whilst undertaking your request for our services.

We reserve the right to log and track your email IP address and to record.

Intermediary Service (Free of charge)

Once we have located a birthparent/Adoption search we offer at no further cost to you our client an **INITIAL** intermediary service to make contact with the missing person. This service enables experienced persons to make contact with the traced subject by letter without disclosing any of your personal details to the trace subject until you are content to do so.