
TERMS OF BUSINESS

(UK GDPR / Tracing Compliance — Article 28.3 Ready / v.2025-04-01)

These Terms are for the Provision of Tracing, Investigative, and Litigation Support Services by **Grosvenor Credit Management & Investigations Ltd**, authorised and regulated by the **Financial Conduct Authority (FCA)**.

WHEREAS:

These Terms of Business set out the basis on which we shall conduct all matters undertaken for you and shall be read in accordance with any covering communication. Any differences arising in respect of individual matters shall be notified to you in writing.

We shall carry out a conflict-of-interest assessment and ensure none exist to prevent us from accepting your instructions.

Table of Contents

1. COMMUNICATION
2. LIABILITY
3. RIGHTS OF THIRD PARTIES
4. SERVICE DEFINITIONS & DATA PROCESSING SCOPE
5. CLIENT'S OBLIGATIONS
6. FEES, PAYMENTS AND RECORDS
7. CONFIDENTIALITY
8. LIMITATION OF LIABILITY
9. FORCE MAJEURE
10. TERM, TERMINATION & SUB-CONTRACTING
11. EFFECTS OF TERMINATION
12. NO WAIVER
13. FURTHER ASSURANCE
14. SEVERANCE
15. LAW AND JURISDICTION
16. AGREEMENT TO THESE TERMS
17. TRAINING & CONTINUING PROFESSIONAL DEVELOPMENT
18. COMPLIANCE
19. DATA PROTECTION (TRACING & FIELD SERVICES)

1. COMMUNICATION

We shall communicate with such of your officers, staff and other advisers as appears to us to be appropriate. If, however, you have any specific security requirements relating to the communication of information to you or your company, please advise us in writing.

2. LIABILITY

The services we provide to you, including any information or advice given, are based solely on the information you have supplied and do not constitute advice to any third party to whom you may disclose it.

3. RIGHTS OF THIRD PARTIES

Our duties are owed only to the individual/company whose instructions we are acting upon. We disclaim any liability to any other persons, regardless of whether you instruct us on behalf of another.

The terms on which we act are intended to be enforceable solely by the contracting parties herein.

We do not accept liability for services or information provided by third parties instructed by us on your behalf unless agreed otherwise in writing.

4. SERVICE DEFINITIONS & DATA PROCESSING SCOPE

From the commencement date, we shall provide the services as agreed in your instruction.

We shall provide services with reasonable skill and care, aligned with professional standards in the tracing, asset recovery, financial investigation and litigation support sector, and in accordance with our regulatory obligations.

We shall follow your lawful and reasonable instructions and ensure that our services comply with all applicable statutes, regulations, codes of conduct and guidance.

We reserve the right to amend or supplement these Terms with written notice.

4.1 Trace Services

A **Trace** is defined as:

“The act of verifying or identifying a current address for the subject of enquiry based on lawful data sources, to support the client’s legitimate interest (e.g., debt recovery, legal service). This may include publicly available information, electoral roll, credit header data, and commercial databases.”

4.2 Employment Search

An **Employment Search** is defined as:

“The process of confirming an individual’s place of employment or income status using lawful and proportionate methods for debt enforcement or legal recovery purposes.”

4.3 Asset Location

An **Asset Location** is defined as:

“The identification of tangible or financial assets belonging to a subject, such as vehicles, property ownership, or corporate interests, using lawful sources. Asset searches are conducted to support enforcement of judgment, recovery of debt, or insolvency action.

4.4 Pre-Sue Report

A **Pre-Sue Report** is defined as:

“A consolidated investigative report that provides key personal, financial, employment, and asset information about a subject to assist a client in deciding whether to issue legal proceedings. It is compiled from lawful and proportionate enquiries to support the client’s legitimate interest under UK GDPR.”

4.5 Instruction-Based Processing

All personal data processed by Grosvenor is handled **solely in accordance with the client’s written instruction**, and only the specific data requested will be provided. Grosvenor acts as a **Data Processor** under Article 28 UK GDPR, unless otherwise agreed or where we determine the purpose and means of processing, in which case we may act as an independent or joint controller.

Grosvenor does not collect, retain, or disseminate any personal data beyond the scope of the client’s instructions and will not be liable for how that data is used by the client or any third party acting on their behalf.

5. CLIENT’S OBLIGATIONS

You agree to:

- Provide all pertinent, lawful, and accurate information required for us to provide the services.
- Issue instructions that fall within the scope of services we offer.
- Obtain any necessary consents, licences, or permissions from third parties in advance.
- Facilitate access to any locations required for service delivery.

6. FEES, PAYMENTS AND RECORDS

6.1 The cost of services is indicative of the type of work undertaken. An estimate or proposal will normally be provided prior to commencement.

6.2 Our standard payment terms are 28 calendar days from the date of invoice. We reserve the right to request payment on account or to issue interim invoices.

6.3 Where it is necessary to instruct a third party on your behalf, such as a field agent, process server, or data supplier, this will be done strictly as your agent, and you shall be liable for all resulting fees.

We will not instruct any third party unless the associated costs or fee structure have been agreed with you in advance. All third-party disbursements will be billed separately or itemised as part of our final invoice.

6.4 Our fees remain payable in full regardless of any subsequent action you choose to take based on the information provided (e.g., dispatching a field agent, enforcement action, or correspondence).

We accept no liability for any third-party costs, travel, or enforcement expenses you may incur following delivery of our trace report or findings.

6.5 We do not provide refunds or reimbursements for third-party fees or operational costs incurred by you following our trace, regardless of the outcome of any site visit or follow-up action.

6.6 Late payments may attract interest at 4% above the Bank of England base rate, and we reserve the right to recover reasonable costs in connection with collection or enforcement of unpaid invoices.

7. CONFIDENTIALITY

7.1 Each party undertakes that, except as provided in clause 7.2 or as authorised in writing by the other party, it shall, at all times during the continuance of this agreement and after its termination:

7.1.1 Keep confidential all confidential information;

7.1.2 Not disclose any confidential information to any other party unless required by law or by court order, or otherwise with the other party's written consent;

7.1.3 Not use any confidential information for any purpose other than as expressly permitted by this agreement;

7.1.4 Not make any copies or records of, or part with possession of, any confidential information;

7.1.5 Ensure that no directors, officers, employees, agents, subcontractors, or advisers commit any act which would breach the above provisions.

7.2 These confidentiality obligations shall survive termination of this agreement indefinitely.

8. LIMITATION OF LIABILITY

8.1 This clause sets out the entire financial liability of both parties, including liability for the acts or omissions of employees, agents, or subcontractors.

8.2 Neither party shall be liable to the other for any indirect or consequential loss including, but not limited to, loss of profit, business opportunity, goodwill, anticipated savings, or data.

8.3 Our total liability in connection with this agreement, whether in contract, tort (including negligence), misrepresentation, or otherwise, shall be limited to the value of the services provided.

9. FORCE MAJEURE

9.1 Neither party shall be liable for any delay or failure to perform obligations due to events beyond its reasonable control, including but not limited to: power failure, cyberattack, labour dispute, civil unrest, fire, flood, terrorism, war, or governmental action.

9.2 If such delay persists for more than four (4) consecutive weeks, either party may terminate this agreement by written notice. In such event, both parties shall agree upon reasonable payment for services performed up to the termination date.

10. TERM, TERMINATION & SUB-CONTRACTING

10.1 This agreement shall remain in force from the commencement date until terminated in accordance with its terms.

10.2 We may subcontract elements of service delivery at our discretion. All subcontractors will be required to meet Grosvenor's due diligence and compliance standards and, where processing personal data, will be contractually bound under UK GDPR Article 28.

10.3 If you object to the use of subcontractors, you must notify us in writing before services commence. If you later withdraw consent to subcontracting, we reserve the right to review or withdraw our engagement.

10.4 Either party may terminate the engagement by written notice. You remain liable for all fees and disbursements incurred up to the effective date of termination.

11. EFFECTS OF TERMINATION

Upon termination:

11.1 All amounts owed by either party shall become immediately due and payable.

11.2 Clauses intended to survive termination shall remain in force.

11.3 Termination shall not affect any rights, remedies, or claims accrued at the time of termination.

11.4 Each party shall immediately cease use of confidential information and return or securely delete any documents or data upon request.

12. NO WAIVER

No failure or delay by either party to enforce any provision shall constitute a waiver of that or any other provision. A waiver of any breach shall not be deemed a waiver of subsequent breaches.

13. FURTHER ASSURANCE

Each party shall execute and do all such further deeds, documents, and acts as may be reasonably necessary to give full effect to this agreement and its provisions.

14. SEVERANCE

If any provision of this agreement is held to be invalid, unlawful, or unenforceable, that provision shall be severed, and the remainder of this agreement shall remain valid and enforceable.

15. LAW AND JURISDICTION

These Terms of Business are governed by, and shall be construed in accordance with, the laws of **England and Wales**. You agree to submit to the exclusive jurisdiction of the English courts in the event of any dispute.

16. AGREEMENT TO THESE TERMS

You agree to be bound by these Terms by instructing or continuing to instruct us, and upon our acceptance of those instructions or commencement of service.

17. TRAINING & CONTINUING PROFESSIONAL DEVELOPMENT

We ensure that our staff, contractors, and agents receive training appropriate to their roles in tracing, investigation, litigation support and data protection. We maintain internal records to monitor ongoing professional development and compliance.

18. COMPLIANCE

We comply with:

- The Financial Services and Markets Act 2000
- The Consumer Credit Act 1974
- Applicable FCA rules and principles
- The UK General Data Protection Regulation (UK GDPR)
- The Bribery Act 2010
- The Modern Slavery Act 2015

We conduct appropriate due diligence on all personnel and within our supply chain. We retain documentation for a period no longer than is necessary, in accordance with applicable limitation periods and legal obligations.

Where personal data is transferred to clients or subcontractors, we use secure means, including encryption or password protection compliant with Article 32 UK GDPR.

We offer clients reasonable assistance in complying with data subject rights under Chapter III UK GDPR, including Subject Access Requests. Any SAR received directly by us will be referred to you (as Data Controller), unless we are the Controller.

19. DATA PROTECTION – TRACING SERVICES

19.1 Lawful Basis

Grosvenor processes personal data under the lawful basis of **legitimate interests** (Article 6(1)(f), UK GDPR), for the purposes of tracing and investigative services in support of contractual or legal obligations.

19.2 Roles and Responsibilities

Unless otherwise stated:

- **You** (the Client) act as **Data Controller**.
- **We** (Grosvenor) act as **Data Processor**, except where we determine the purpose and means of processing, in which case we may act as **Controller** or **Joint Controller**.

19.3 Indirect Data Collection (Article 14 UK GDPR)

Tracing typically involves gathering personal data from sources other than the data subject. Grosvenor will comply with Article 14 UK GDPR, including providing appropriate transparency information unless:

- Disclosure is impossible or involves disproportionate effort, or
- Providing notice would render impossible or seriously impair the purpose of processing (e.g., where tracing involves locating debtors or verifying current residence).

These exemptions are relied upon only where permitted under Article 14(5).

19.4 Security and Retention

We implement appropriate technical and organisational measures under Article 32 UK GDPR, including:

- Data encryption and access controls
- Secure storage and internal audit trails
- Role-based data access

Personal data will be retained only for as long as necessary, and in accordance with statutory or contractual requirements. This is typically no longer than **12 months** after instruction closure unless otherwise justified.

19.5 Subject Access Requests (SARs) and Breaches

If we receive a SAR or any request to exercise a data subject's rights under Chapter III UK GDPR, we will notify and support you (as Controller) immediately.

In the event of a **personal data breach**, we will notify you without undue delay and assist with your obligations under Articles 33 and 34 UK GDPR.

19.6 Sub-Processing

Where we engage subcontractors to support our tracing and field services, they will be subject to written agreements incorporating UK GDPR Article 28 obligations and will not be permitted to use data for their own purposes.