

Terms and Conditions

Please read through these terms & conditions ("the Terms") carefully.

By accessing the Claymore Security Services/ Investigations website ("the Site") or by otherwise accessing any content, software, products or services available through the Site or meeting in person any representative ("the Contact"), you are deemed to have entered into an agreement with Claymore Security Services/ Investigations and to have agreed to be bound by the Terms set out below.

Claymore Security Services/ Investigations is a Private Investigation business and as such, is permitted to engage in lawful investigative activities on behalf of its client.

Claymore Security Services/ Investigations is a separate entity and retains all of the rights and privileges of an independent contractor, including the right to refuse to engage in or participate in investigations and/or investigative activities that it may deem to be unsuitable. Under no circumstances will Claymore Security Services/ Investigations abdicate its control or place itself or any of its employees under the direct control of a client.

Claymore Security Services/ Investigations recognizes the desire and needs of its client to retain privacy and confidentiality of all communications and of the work product itself. It must be noted however, that in some cases a court may not recognize any sort of Investigator-Client privilege and may compel such communications and/or work product to be disclosed. Where possible this may be avoided by having Claymore Security Services/ Investigations employed by the client's solicitor to assist him/her in the handling of the client's case. In this manner, the investigative service will fall under the Solicitor-Client privilege and will be afforded some protection against such forced disclosure.

Claymore Security Services/ Investigations is a finder/verifier of facts. It does not render generalized opinions but will provide a client with an evaluation of the facts that it uncovers whether those facts are favourable or unfavourable to the client. At no time, will Claymore Security Services/ Investigations destroy, conceal, fabricate or otherwise deal with facts in an unethical or illegal manner. It will, as stated above, seek to retain all confidences and privileges wherever and whenever possible.

Claymore Security Services/ Investigations often utilizes the services of various information brokers and services in its efforts to accomplish the wishes and goals of the client. These services often require payment immediately upon rendering their services. Claymore Security Services/ Investigations whenever possible will make all reasonable efforts to advise the client of estimated expected costs and expenses prior to incurring such costs and/or expenses. However any failure or inability to do so will in no way reduce or eliminate the client's obligation to pay for those services.

Claymore Security Services/ Investigations charges for its services and not for the results of those services. Services are billed at an agreed upon hourly rate, plus mileage and all costs and expenses incurred. Claymore Security Services/ Investigations requires an initial retainer from the client prior to instigating any services on the client's behalf or at the client's request.

1. The hourly rate is based upon per man-hour activities on the client's behalf. Such services may include, but are not limited to, surveillance activities, interviews, record checks, case preparation, meetings with clients/solicitors, attendance at depositions and providing testimony before courts, mediators,

arbitrators, panels, and administrative or regulatory bodies.

2. Actual costs incurred on behalf of the client include, but are not limited to phone calls, mileage or other travel expenses, copies and reproduction costs, postage or other delivery costs, payments to informants, costs of utilization information sources and brokers, reading of material relating to the investigation and all other such expenses incurred during, or as the result of, the conduct of the client's investigation or on behalf of the client.

3. Upon acceptance of an investigative assignment/case, Claymore Security Services/ Investigations requires a client to pay a non-refundable retainer in the amount to be agreed upon by the parties and based on the nature and type of the requested investigation.

4. Claymore Security Services/ Investigations will provide the client with monthly billings where requested, which will reflect the actual number of man-hours spent investigating the client's case and the amount of monies expended on behalf of the client or incurred as the result of the client's case. Any payments made during the month will be reflected as a deduction from the amount due and owing.

5. Any bill or monies due that are not paid within the time frames above set forth, will accrue interest at the rate of one and one-half (1.5%) per cent per month on the unpaid balance, until paid in full. The client will also be responsible for any and all collection costs, including reasonable legal fees and court costs incurred by Claymore Security Services/ Investigations taking action to collect on any account that is twenty eight (28) days or more past due.

Claymore Security Services/ Investigations makes no warranties, either express or implied, as to what the results of any investigation/ service may be. As stated above, the client is purchasing an investigative service and not the results of an investigation. Claymore Security Services/ Investigations is the sole owner of its work product and will only provide the results to a client upon receipt of payment in full for all rendered services and incurred expenses.

CHANGES TO TERMS AND CONDITIONS

Claymore Security Services/ Investigations reserves the right to change these Terms and Conditions from time to time without notice. It is the responsibility of the user to ensure you check the Terms and Conditions regularly for updates. Changes to the Terms and Conditions may include changes to costs or other charge rates. In the event Claymore Security Services/ Investigations offers any additional or replacement services then this agreement shall apply to such services in the absence of any new agreement specific to such services which is entered into between the parties.

The information on these pages is subject to amendment and Claymore Security Services/ Investigation will not be held liable for any inaccuracies or omissions.

TELEPHONE CALLS TO OUR OFFICE MAY BE RECORDED.

This literature and web-site is operated as a general information service for our clients and visitors. We do not offer professional advice on our web site - if you need such advice, please email us for further information. No liability is accepted for any action taken, or not taken as a result of, or in reliance upon information contained within this site.

The information provided in the website is for informational purposes only and is not in any manner intended to be a substitute for legal advice. Any information

pertaining to legal matters should be reviewed with a solicitor. Because statutes change frequently and the case law is updated regularly, Claymore Security Services /Investigations neither represents, warranties nor claims that the information on these pages is the most current or accurate information available, or is without any errors or omissions.

No formal relationship of Claymore Security Services /Investigations and the client is created until instructions have been accepted by an acknowledgement from Claymore Security Services /Investigations. The client instructing Claymore Security Services /Investigations is responsible for any fees for services undertaken, whether as principle or agent, regardless of any legal aid restrictions or taxation. All clients are required to pay a non-refundable deposit. Payment of invoices will be within 28 days of the invoice date. A full copy of our Terms of Business is available upon request.