

ARA Investigations Ltd – Terms of Engagement

Version 1.1 - Last updated: 17/05/2024

These terms form a binding agreement between ARA Investigations Ltd ("we", "us") and the client ("you"). They set out the conditions under which we carry out safeguarding investigations, complaint reviews, interviews, and related consultancy services.

By confirming work with us in writing (including by email), you agree to these terms.

1. Services We Provide

We carry out investigations, interviews, case reviews, and consultancy related to safeguarding and internal complaints.

We will agree in writing the scope of each project, including its purpose, timelines, and any expected deliverables.

We will not carry out any extra work outside this agreement unless we both agree in writing. Extra work may be charged separately.

2. Data, Confidentiality and Privacy

We treat all information as confidential unless we are legally required to share it.

We follow the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We are registered with the Information Commissioner's Office.

You are responsible for making sure you have a lawful basis to share any personal or sensitive data with us.

Our Privacy & Data Handling Policy explains how we process, store, and protect data. You can read it here: https://arainvestigations.co.uk/privacy-policy



3. Fees and Payment

We will agree our fees with you in writing before starting any work. Fees may be fixed, day-rate, or project-based.

We will invoice either at the end of a project or at agreed milestones.

All invoices must be paid within 14 calendar days.

4. What You Agree to Provide

You agree to:

- Give us access to relevant documents, people, and information
- Respond to requests within a reasonable timeframe
- Provide information that is accurate and complete to the best of your knowledge

If you delay, obstruct, or interfere with the process (e.g. pressuring witnesses or withholding evidence), we may stop the work immediately.

5. Limits to Our Responsibility

We will carry out our work carefully and professionally. If something goes wrong, our total liability is limited to the amount you paid us for that project.

We are not responsible for indirect losses, reputation damage, or third-party claims arising from how our findings are used.

You agree not to misuse or misrepresent our reports. If you do, and this causes harm, you take full responsibility.

6. Ownership of Work



All reports, documents, and materials we produce belong to us unless we agree otherwise in writing.

You may share reports with your internal safeguarding teams or statutory bodies, but you must not publish or share them externally without our permission.

7. Cancelling or Ending the Work

Either of us can end the agreement in writing.

If work has already been carried out when the agreement ends, you must pay for that work.

If you cancel a confirmed visit, interview, or on-site meeting with less than 24 hours' notice, we may charge up to 50% of the agreed day rate.

If you breach trust or create a data risk, we may stop work immediately.

8. Delays Outside Our Control

We are not responsible for delays caused by things we can't control — such as illness, national events, or emergencies.

If this happens, we will tell you quickly and do our best to reschedule or reduce disruption.

9. Problems or Disputes

If a disagreement arises, we both agree to try to resolve it informally first.

If that doesn't work, we agree to consider mediation.



If a dispute still isn't resolved, it will be handled under the laws of England and Wales and dealt with by the English courts.

10. Our Company Information

ARA Investigations Ltd

Company Number: 16453572

ICO Registration: ZB900079

Registered in England and Wales

Based in London, UK

Email: info@arainvestigations.co.uk

Phone: 07776 102455