



sherlock  
investigations centre

Trust  
Trace  
Track Form

SHERLOCK, PO Box 63, Tadcaster,  
LS24 9WN, UK  
DX 29665 Tadcaster  
Tel: 0845 8909213, Fax: 01937 831296  
Email: enquiries@sherlock.uk.net  
Web: www.sherlock.uk.net

1. YOUR DETAILS:

Name: \_\_\_\_\_  
Firm/Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DX Number: \_\_\_\_\_  
Your Reference: \_\_\_\_\_  
Your Telephone Number: \_\_\_\_\_  
Your Email Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

Please provide as much detail as possible. Our success depends upon the information provided by you.  
Those fields marked with an asterix \* must be completed.

2. DETAILS OF PERSON YOU WANT TO TRACE:

First Subject  
Title: \_\_\_\_\_  
\*First Name: \_\_\_\_\_  
Second Name/Initial: \_\_\_\_\_  
\*Surname: \_\_\_\_\_  
DOB (assists with validation): \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
Other Info: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Trace: \_\_\_\_\_  
\_\_\_\_\_

Second Subject  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. EMPLOYMENT DETAILS:

Employment Details If Known – First Subject  
Work Name: \_\_\_\_\_  
Work Address: \_\_\_\_\_  
\_\_\_\_\_  
Work Tel No: \_\_\_\_\_

Second Subject  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. LIMITED COMPANY TRACE INFORMATION

\*Company Name: \_\_\_\_\_  
\*Company Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. ADDRESS DETAILS:

Last known residential or trading address:  
Property Name: \_\_\_\_\_  
\*House/Premises Number: \_\_\_\_\_  
Street: \_\_\_\_\_  
Locality: \_\_\_\_\_  
Town: \_\_\_\_\_  
County: \_\_\_\_\_  
\*Post Code: \_\_\_\_\_

Previous Addresses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Home Tel No: \_\_\_\_\_  
Mobile Tel \_\_\_\_\_

Batch instructions will require one trace track form linked to an Excel Spreadsheet. Please contact our office for details and sample spreadsheet.

6. AUTHORISATION

Please tick the level of service you require and sign to confirm that you have read SHERLOCK's Terms & Conditions overleaf. See back page for full description of each:

T1     T2     T3

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Position: \_\_\_\_\_

All services are provided in accordance with our Terms & Conditions of business as set out on the reverse of this form. CREDIT TERMS: 21 DAYS

DATA PROTECTION: By submitting this form, you agree that we and our enforcement partners may contact you by post, fax or email with information that may be of interest to you, including news of rule changes and details of other services provided by us and our enforcement partners. If you would prefer not to receive this information then please tick the box . For more information on how we use your personal details, please see our terms of business on the last page of this form.



DETAILS OF THE VARIOUS LEVELS OF SERVICE AVAILABLE FOR UK TRACE ARE AS FOLLOWS:

<p><b>T1 Full Trace:</b></p> <ul style="list-style-type: none"> <li>● Extensive searches and enquiries with address confirmed by two other sources</li> <li>● 28 day turnaround from receipt of instruction</li> <li>● No trace, no fee</li> <li>● All enquiries will be undertaken within the guidelines of the Data Protection Act.</li> <li>● Our charge: £50 plus VAT positive &amp; £0 negative</li> </ul>	<p><b>T2 Express Trace:</b></p> <ul style="list-style-type: none"> <li>● Extensive searches and enquiries with address confirmed by two other sources</li> <li>● 7 day turnaround from receipt of instruction</li> <li>● Full report provided with recommendations</li> <li>● All enquiries will be undertaken within the guidelines of the Data Protection Act</li> <li>● Our charge: £75 plus VAT positive &amp; £20 plus VAT negative</li> </ul>	<p><b>T3 Field Visit:</b></p> <ul style="list-style-type: none"> <li>● We recommend a field trace only if a T1 has failed</li> <li>● Field visit: Agent to attend the last known address and make enquiries with neighbours, post office, businesses in the area etc.</li> <li>● A good comprehensive trace report will be provided for both positive and negative traces.</li> <li>7 to 28 day turnaround</li> <li>● All enquiries will be undertaken within the guidelines of the Data Protection Act.</li> <li>● Our charge: £100 plus VAT positive &amp; £50 plus VAT neg.</li> </ul>
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**RECHECKS:** Rechecks will be carried out free of charge if instructed within 28 days from the date of our trace report. A full trace fee will be required if instructed outside this timescale.

**TERMS & CONDITIONS OF CONTRACT**

All Services provided to the Client are subject to the following terms and conditions in this agreement. Clients of Sherlock are deemed to be aware of the terms and conditions of this agreement and accept that they are binding in their entirety.

- 1. Appointment.** Under this agreement Sherlock may appoint its Approved Provider to carry out the Services. If the Client wishes to discuss any complaints relating to the Services the Client is requested to contact the individual dealing with the Client's instructions in the first instance. If the Client is still not satisfied then the Client should contact Claire Sandbrook at Shergroup solicitors.
- 2. Price.** All estimates and price arrangements with Clients may from time to time be subject to variation by notice in writing. All prices for Services are exclusive of Value Added Tax and disbursements which shall be charged for Services provided as appropriate. Preliminary work carried out whether experimental or otherwise at the Client's request shall be chargeable at Sherlock's current rates in force from time to time.
- 3. Terms of payment.** The Client shall pay all invoices within 21 days of the date of the invoice unless otherwise agreed in writing. Sherlock may charge the Client interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount, payable by the Client immediately on demand, from the due date up to the date of actual payment, after as well as before judgment. Such interest shall accrue on a daily basis and be compounded quarterly.
- 4. Liability.** Sherlock's liability to the Client arising by reason of or in connection with this agreement or however otherwise arising shall be limited to £2,000,000 in respect of any one claim or any series of claims.
- 5. Client's Property.**
  - (a)** The Client's property and all property supplied to Sherlock or its Approved Provider by or on behalf of the Client shall, while it is in the possession of Sherlock or its Approved Provider or in transit to or from the Client, be at the Client's own risk unless otherwise agreed and the Client should insure accordingly.
  - (b)** Sherlock shall be entitled to make a reasonable charge for the storage of any Client's property and to dispose of any such property if unclaimed after 3 months.
- 6. Insolvency.** If the Client ceases to pay its debts in the ordinary course of business or is unable to pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person becomes bankrupt or has a bankruptcy petition issued against him, Sherlock without prejudice to other remedies, shall (i) have the right not to proceed further with any contract or any other work for the Client and be entitled to charge for work already carried out and any costs incurred in so doing, such charge to be an immediate debt due by the Client and (ii) in respect of all unpaid debts due from the Client have a general lien on all goods and property in its possession and shall be entitled to retain such goods or property until the Client pays Sherlock all outstanding amounts due.
- 7. Law.** This agreement shall be governed and construed in accordance with the laws of England. Both parties shall submit to the exclusive jurisdiction of the English courts.
- 8. Confidential Information and data protection.** The Client may not disclose any confidential information provided to it by Sherlock unless expressly permitted to do so by Sherlock in writing. Both parties shall comply with the data protection principles set out in the Data Protection Act 1998 in respect of any personal data disclosed in connection with the provision of the Services. The Client acknowledges that breach of this clause could cause injury to Sherlock and damages would not be an adequate remedy. In the event of a breach or threatened breach by the Client, Sherlock shall be entitled to apply for injunctive relief entitled

to apply for injunctive relief and/or any other remedy available to it and the Client shall indemnify Sherlock against all costs, claims, demands and liabilities arising directly or indirectly out of such breach.

- 9. Sources.** Sherlock shall not be required to divulge either its sources of information or its procedures for obtaining it.
- 10. Re-checks.** Re-checking information at Sherlock's expense will be undertaken only if Sherlock is notified in writing within 28 days of Sherlock's dated report including full itemised proof that Sherlock's information was incorrect at the date of the report. Failure to do so will constitute acceptance of the report by the Client and the invoice charge will stand.
- 11. Cancellation.** Cancellation of instructions will only be accepted upon receipt of a written cancellation. Sherlock reserves the right to charge for any work done or any costs incurred at Sherlock's current rates in force from time to time.
- 12. Force majeure.** Sherlock shall be under no liability for any delay or failure to perform its obligations under this agreement if it is unable to carry out any Services for any reason beyond its control including (without limitation) changes in legislation, war, fire, flood, drought, failure of power supply, lock-out strike or other action taken by employees in contemplation of furtherance of a dispute, or owing to any liability to produce materials required to perform the Services. If these matters continue for more than one (1) month, the Client shall be entitled to terminate this agreement by notice in writing, provided the Client pays all outstanding invoices for work done and costs incurred prior to the force majeure event.
- 13.** The Client may not assign or transfer any rights and/or obligations under this agreement without Sherlock's prior written consent. Sherlock may assign and/or sub-contract its obligations upon written notice to the Client.
- 14.** These terms and conditions contain the entire agreement between the parties in relation to its subject matter and supersede all previous conditions understandings commitments, agreements or representations whatsoever whether oral or written ("Pre- Contractual Statement"). The Client acknowledges that they have not agreed to these terms in reliance on any Pre-Contractual Statement made by Sherlock not expressly set out in this agreement. The Client also agrees that the only remedy available to it for breach of this agreement shall be for breach of contract and it shall have no right of action against Sherlock in respect of any Pre-Contractual Statement (other than for fraudulent misrepresentation). This agreement may not be modified or amended except in writing signed by a duly authorised representative of both parties.

**DEFINITIONS:**

- "Sherlock"** Shergroup solicitors trading as Sherlock, which operates from 20-21 Took's Court, London, EC4A 1LB, England.
- "Client"** means the person, firm or organisation from whom instructions have been given to Sherlock and whose details are set out on this form.
- "Services"** means such of Sherlock's tracing, process serving, credit rating, defendant status, reporting, debt collection, investigations and any such services of a similar nature requested by the Client.
- "Approved Provider"** means West View House (UK) Limited, incorporated and registered in England with company number 4878622 whose registered office is at 2 Low Green, Copmanthorpe, York, England, YO23 3SB, England, or such other party as Sherlock may notify to the Client from time to time.