

# Terms and Conditions

In these Terms and Conditions ("Terms") Lie Detector Test UK is referred to as "we/our/us" and the Booking Party and Attendee of an Examination are referred to as "I/Individual/Examinee/You".

## 1. Terms of Booking

- 1.1. I confirm that, I the individual ordering the examination have presented the Terms and Conditions in their entirety to the participating examinee. I also confirm all examinees participating in the examination have given their consent to the examination.
- 1.2. I agree that the examinee will not be permitted to undertake the examination if the individual has consumed alcohol or abused substances such as drugs or controlled substances in the 24 hours prior to the test.
- 1.3. I confirm that the examinee is not pregnant, nor has given birth in the past 4 weeks. In addition, I also confirm the examinee has no heart conditions including but not limited to; Blood Pressure medication or use of a pacemaker. In such cases it is agreed that the examinee will seek medical advice.
- 1.4. I confirm that I, the individual ordering the examination and, the examinee is a minimum of 18 years old.
- 1.5. I confirm that if a booking is made with less than 48 hours' notice, the full fee is due, and all terms still apply.
- 1.6. When booking either online or by the telephone the preferred date may be changed for any of the following;
  - 1.6.1. Bad health of either the subject or examiner.
  - 1.6.2. Inaccessibility of a controlled office.
  - 1.6.3. Failure of an IT device or Polygraph Machine.
  - 1.6.4. Other unforeseen circumstances not prementioned.
    - 1.6.4.1. We always guarantee that a test will be carried out by an experienced expert within 10 working day(s) of the pre-selected test date, specified at the time of taking the order.

## 2. The Examination

2.1. I understand that:

- 2.1.1. I must provide government identification (Photo ID Card, Passport, Driving License) on arrival for verifications purposes.
- 2.1.2. Any abuse, aggression or threatening behaviour towards any employee or affiliate of Lie Detector Test UK will not be tolerated. Such behaviour will result in a termination of the examination, all fees paid will be retained and the option to rebook will be withdrawn.
- 2.1.3. If any employee or affiliate is exposed to any criminal activity, underhanded behaviour or an attempt to bribe they withhold the right to terminate the examination. All fees paid will be retained and the option to rebook will be withdrawn.

- 2.1.4. Any attempt countermeasures will result in one warning. Any further attempts will result in the examination being terminated, all fees paid will be retained and the option to rebook will be withdrawn.
- 2.1.5. I must arrive at the venue a minimum of 15 minutes prior to the allocated time. Unreasonable lateness will result in the examination being cancelled and all fees paid will be retained and the option to rebook will be withdrawn.
- 2.1.6. Only close-ended issue specific questions will be valid and asked within the examination. Questions about beliefs, opinions, or intentions cannot be asked.
- 2.1.7. There may be up to 8 questions asked during the examination, of which 2 -3 will be close-ended and issue specific to the case.
- 2.1.8. The Lie detector test is using a polygraph test to detect physical deception in addition to the extensive work of a forensic psychologist.
- 2.1.9. If there is any suspicion of Domestic Violence; the examiner will report this to the relevant authorities, without exception.
- 2.1.10. On completion of the examination, the examiner, will provide the person with whom the booking is made with full written report of the polygraph examination. This will be transmitted by e-mail and sent confidentially to the person with whom the booking is made and not provided on the day of the test unless otherwise stated.
- 2.1.11. No third parties can be present during the examination. However, they may be present during the pre-test interview.
- 2.1.12. A full detailed test report is provided via email to the client within 24 hours of the test having been conducted or 48 hours if sent via tracked mail, whichever is requested by the client to the examiner on the day of the examination. In certain circumstances, the examiner, will provide the results verbally on the day of the examination to the person who made the booking. However, on occasions the examiner may wish for the charts to be cross examined by another examiner before providing the results in which case the results will not be given verbally.
- 2.1.13. If venue is being provided by client, the room where the test is to be conducted must be clean and uncluttered; have total privacy with 2 chairs and 1 table plus power point for laptop. The examinee will be required to be left alone with examiner for up to 2 hours without distractions such as TV, phone or people walking in and out. We reserve the right to refuse should our examiner feel it is not viable and conditions of a controlled environment cannot be met. This is to avoid potential distractions and distortion to the results of the test. All fees paid will be retained.

### **3. Fees and Cancellation**

- 3.1. Once we are in receipt of the full and final payment, we will disclose the location of your examination. The examiner will formulate the test with you at the venue, immediately prior to the test taking place.
- 3.2. By signing this agreement, you confirm that you are the authorised cardholder and have the authority to make an electronic card payment. You understand that processing this or any transaction without authority constitutes as fraud. Lie Detector Test UK is not liable for any fraudulent activity.
- 3.3. When making a booking you agree for two card payments to be made. Firstly, the initial non-refundable booking fee of £150 inc vat. Secondly, the applicable remaining balance of your test product. The same card will be charged twice unless prior notice is received.

- 3.4. We will take an initial non-refundable fee of £150 inc vat when booking. The remaining applicable balance will be taken once we have received your completed Pre- Examination Questionnaire.
- 3.5. After the initial Non-Refundable Booking Fee of £150 inc vat is taken, you will receive the Pre-Examination Questionnaire via text and SMS. This needs to be returned within 24 hours to ensure efficient booking times. If the questionnaire is not received within 24 hours, we reserve the right to cancel the appointment.
- 3.6. If using Payl8r loan plan full payment must be received before your test booking is confirmed. Once Payl8r accept your application and release funds to us no refund will be due.
- 3.7. A full and final cleared balance must be received with a minimum of 48 hours before the examination is due to take place. We will contact you before and at the point of this deadline. Failure to respond in the 48-hour period will result in the cancellation of the booking. All fees paid will be retained and the option to rebook will be withdrawn.
- 3.8. In any case of a cancellation the non-refundable fee detailed in Clause 3.3 can be transferred to another appointment with no loss of payment, providing that it is a minimum of 48-hours prior to the appointment. Cancellation requests are to be sent to [team@liedetectorstest.uk](mailto:team@liedetectorstest.uk)
- 3.9. In unforeseen circumstances where we agree the 48-hour period detailed in Clause 3.6 is met. You can cancel the scheduled examination and you will receive a refund of the balance less the non-refundable fee.
- 3.10. Once test has been conducted and results provided to client no refund will be due regardless of the outcome of the results IE No Deception Indicated / Deception Indicated / Inconclusive. The results given are final.
- 3.11. Failure to adhere to any of the terms of this agreement will result in your examination being cancelled. all fees paid will be retained and the option to rebook will be withdrawn.
- 3.12. Any payment made to us is final. These terms supersede the terms of your bank, banking institute or creditor. This includes but is not limited to; Mastercard and Visa.

#### **4. Data handling**

- 4.1. All data, charts, documents and video recordings remain the property of the examiner and will be dealt with in accordance with our duties under the Data Protection Act 1998:
  - 4.1.1 If you state on the Consent Form at the outset of your instructions to us, that you wish for your test data to be removed on conclusion of our work for you, then on production of the results obtained in report form, we shall automatically delete all data obtained with the exception of the polygraph results report which we will retain in accordance with our APA (American Polygraph Association) terms of membership for one year. If you do not state you wish for your test data to be removed on the Consent Form, all data relating to video, voice recordings and charts we hold on you will automatically be deleted 24 hours from the production of the report. If you state on the Consent Form that the video and voice recording are to be used as evidence in a court, tribunal or for any other legal purpose we will retain your data for a maximum of one year. During this time the video and voice recording remains the property of Lie Detector Test UK, however if you have asked for the video to be kept during you pre-test interview, this can be viewed with an examiner in a controlled office location on an agreed date, subject to covering our costs, or unless requested by a legal body. The video and test data needs to be interpreted by our examiner and would not be released without the above terms. You must advise your examiner at the time of your pre-examination interview or such recordings will be deleted within 24 hours.

#### **5. Events Outside of our Control**

- 5.1. We are not liable for any failure to perform, delay in performance, or any of our obligations under these or any other implied terms caused by events outside of our control.
- 5.2. An event outside of our control means any act or event beyond our reasonable control, including but not limited to;
  - 5.2.1. Lock-outs or other industrial action by a third party.
  - 5.2.2. Civil commotion
  - 5.2.3. Riot
  - 5.2.4. Invasion
  - 5.2.5. Terrorist Attack or Threat of a Terrorist Attack
  - 5.2.6. War, declared or not
  - 5.2.7. Fire or Explosion
  - 5.2.8. Act of God (Storm, Flood, Earthquake, Subsidence, Epidemic or other natural disaster)
- 5.3. If an event outside of our control takes place that affects the performance of our obligations under these terms;
  - 5.3.1. We will contact you as soon as possible to notify you, and;
  - 5.3.2. Our obligations under these terms will be suspended and excluded.
- 5.4. If an event outside of our control occurs, we will confirm with you when the appointment will be met or an alternative appointment. No refund will be made because of an event outside of our control.
- 5.5. In unforeseen circumstances with which we agree and accept and with a minimum notice of 48 hours you can reschedule the polygraph examination within 14 days of the original examination date and we can uphold your original non-refundable fee for new booking.

## 6. Agreements

- 6.1. I hereby confirm to accept and adhere to the above terms and conditions. I also wish to proceed with the polygraph examination. I am authorised to agree to these terms in their entirety and agree to make full authorised payment.