

# *Executive Investigations* Website Submission

A division of Executive Security and Investigation Pty Ltd – PO Box 308 Erindale Centre ACT 2904 Ph: 6292 9289

PRIVATE & CONFIDENTIAL

## Client Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 2019,

Between (Customer's Name) \_\_\_\_\_

hereinafter known as **Client** and **Executive Investigations**, hereinafter known as the "**Agency**,"

(1) **Client** retains **Agency** for the collection of evidence in the matter of:

(Case name here or subject name) \_\_\_\_\_

(2) **Client** agrees that **Agency** is empowered to perform said services for and on behalf of **Client**, and to do all things necessary and legal in performing said services.

(3) **Agency** agrees to conduct this investigation with due diligence to protect the interests of **Client**, and agrees that whatever confidential information is obtained while conducting the investigation will only be given to **Client** unless all records are ordered by a court of law.

(4) **Client** agrees to \$ \_\_\_\_\_ dollars deposit/retainer or provide a credit card authorisation to 50% of the investigation estimated value to be held for the duration of the investigation. Upon completion of the enquiries the total balance due can be finalised either via cash, direct deposit or credit card (**Please Note**: our business name *Executive Investigations* will show on your next credit card statement). The hourly rate for Surveillance shall be **AU\$88.00** per hour, per Agent including travel time (each Agent has their own vehicle and travels separately), plus **\$0.88c** per Km travelled, **plus actual costs and expenses** which may include (if overnight travel is required and approved) meals, accommodation, parking, travel tickets, entry tickets etc for each Agent authorised by **Client** to work on his/her behalf. There is a **minimum period of 4 hours** per operator, per occasion.

CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_ 2019

Client Agreement....

A minimum of 1hour administration fee (AUD\$88) applies to each matter for case management.

**(Note: All charges are in Australian Dollars and subject to an additional 10% Good and Services Tax if applicable).**

(5) In the event that **Client** requests suspension or termination of the services of **Agency**, it is agreed by the **Client** that 1-hour administration fee will be charge on top of any hours or expenses that have been utilised to that time, if the services are cancelled with more than 24 hours' notice of the start time. If the services are cancelled with less than 24 hours' notice of the start time a minimum of 4 hours fees will be charged on top of any hours or expenses that have been utilised to that time.

(6) **Client** agrees to pay to **Agency** the sum of Eight Hundred & Eighty Dollars (AU\$880.00) per day + GST or any portion thereof for any time spent in court within Australia at the request of the **Client** or if via summons due to this investigation. The client agrees to pay for travel & accommodation if the court is further than two hours outside of the Australian Capital City.

(7) It is agreed that **Agency** has made no guarantee to **Client** as to the results regarding the above-stated matter.

(8) **Client** further agrees that all monies owed to **Agency** at the completion of this investigation will be paid in full at that time of completion. Please note all monies not paid in full as agreed will be subject to court interest. **Client** further agrees to pay all costs of collection plus reasonable legal fees.

(9) All reports furnished to **Client** by **Agency** are for the information of **Client** only. **Client** agrees to hold **Agency** harmless from any and all damages, which are occasioned by any disclosure of any part of said reports.

(10) The **Client** guarantees that no AVO, DVO or any other court order is in place preventing the client or agency from investigation the subject.

(11) The **Client** guarantees that they have divulged to the **Agency** any known or suspected criminal history or behavior that may or may not be conducted by the subject that may or may not impact on the security of the Agency. This includes advising if any other investigation has been commissioned or undertaken on the subject by the client previously.

Client Agreement....

CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_ 2019

**ACCEPTED ON BEHALF EXECUTIVE INVESTIGATIONS BY:**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 2019