

# Pioneer Investigations Consultancy Agreement

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# Pioneer Investigations Consultancy Agreement

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This agreement is made

Between KT Investigations Pty Ltd A.C.N. //\*/ of //\*/ trading as Pioneer Investigations ("Pioneer")

And //\*/ ("Client")

## Agreement

### 1. Definitions

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Each expression used in the table below has the meaning set out in the row adjacent to that expression:

Commencement date	The day of 20
Anticipated Period for Completion of the Services	
Services	//*/
Investigation	The investigation to be carried out as part of the Services
Fees	Fees are charged on an hourly rate basis with the hourly rate to be determined by the factor of danger or difficulty involved. The hourly rate for the Services described above is \$85.00 per hour +GST. For urgent call out work with less than 24 hours notice the hourly rate for the Services will be \$110 per hour plus GST
Expenses	The Expenses will include but are not limited to any fees paid to obtain information, any fees paid while seeking information, any purchases which needed to be made which would not normally have been made, the price of meals needed to be had, accommodation, travel, a charge per kilometre allowance of actual driving on the Client's behalf and incidental expenses as per the table below.
Retainer payable up front	\$To be negotiated
Due Date for Payment of Fees	Within 14 days of invoice

Rate of charge for incidental Expenses – (plus GST)	
Document production	30c per page

Colour printing	\$4.00 per page
Outgoing local telephone	30c per call
Outgoing STD telephone	1.6 times carrier rate
Outgoing mobile telephone	1.6 times carrier rate
Outgoing international telephone	1.6 times carrier rate
Outgoing local fax	30c per page
Outgoing STD fax	50c per page
Outgoing international fax	50c per page
Incoming fax	30c per page
Outgoing postage/document exchange	50c per item (or carrier cost if higher)
Photographs, film and processing	Cost plus a \$10.00 handling fee
DVD	\$10.00 + processing fee at hourly rate
CD	\$5.00 + processing fee at hourly rate
Video Tape Cassettes	\$15.00 + processing fee at hourly rate
Scanning of documents	50c per page
Searches	At cost
Travel – where own vehicle is used	Based on guidelines for distance between point to point travel used in the website, Whereis.com, calculated at the rate of 67c per kilometre +GST
Travel – where hire vehicle is used	Same as own vehicle rate of charge plus cost of hire
Accommodation	As and when reasonably required – charged at cost provided that if accommodation is not readily available and Pioneer is required to use its own mobile accommodation unit then a fee of \$95 per night + GST will be charged
Meal allowance	Breakfast \$18 + GST, Lunch \$23 + GST and dinner \$32 + GST

## 2. Services

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- 2.1. Pioneer offers various types of investigative services, including but not limited to surveillance, investigative research, interviews, background investigations, undercover investigations, people locates (excluding missing persons), as well as electronic surveillance countermeasures.
- 2.2. The Client has asked Pioneer to conduct the type of investigation into the matter described as the Services in the table in clause 1.
- 2.3. Nothing herein will oblige Pioneer to undertake provide any illegal or unethical services and the Client agrees that the Client will not request any illegal or unethical service to be performed. Pioneer reserves the right to decline any request to perform any service which it considers to be illegal or unethical or in its sole opinion detrimental to Pioneer. Should the Client request Pioneer to perform any service that Pioneer considers to be illegal or unethical then Pioneer may immediately terminate this agreement by notice to the Client.

### **3. Independent Contractor**

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- 3.1. The Client agrees that Pioneer is empowered to do all things necessary, appropriate, or advisable in performing Services for and in the best interests of the Client.
- 3.2. Pioneer is engaged as an independent contractor and nothing herein shall be read as creating the relationship of employer and employee between the Client and Pioneer.

### **4. Warranties by the Client**

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- 4.1. The Client warrants that the Client will not engage any other agency or person to carry out any investigation related to Pioneer's Investigation during the term of this agreement.
- 4.2. The Client warrants that the Client will not personally engage in any activity of investigation related to Pioneer's Investigation during the term of this agreement.
- 4.3. The Client agrees to turn-over to Pioneer all information and evidence, however slight, both currently held or obtained in the future, to Pioneer for its use during the length of the Investigation.
- 4.4. The Client will be totally honest and open with Pioneer regarding any aspect of the Investigation and at all times, whether expressly required to do so or not, giving a full and true account of all matters within the Client's knowledge relating to or in any way affecting the Investigation.
- 4.5. The Client acknowledges that as a result of becoming a client of Pioneer, certain information as to the practices and procedures of Pioneer may become known to the Client. The Client agrees that the Client will treat any such information as confidential and will not discuss it with or disclose it to anyone other than Pioneer.
- 4.6. The Client acknowledges that any Investigation will be or could be greatly damaged if the subject of the Investigation were to become aware of the activities of Pioneer relative to the research and surveillance in progress. The Client agrees to keep the relationship with Pioneer confidential at all times during any Investigation.
- 4.7. The Client warrants that the Client will safeguard the information provided by Pioneer from unauthorised third party disclosure under applicable state and federal laws and regulations.
- 4.8. The Client warrants that the information provided by Pioneer is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

- 4.9. The Client warrants that at the time of entering into this agreement the Client is not relying upon any representation made by Pioneer or its employees or agents which has not been expressly stated in this agreement or on any description or specification contained in any other document.

## **5. Site Access**

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- 5.1. The Client will grant Pioneer and the employees, agents and sub-contractors of Pioneer access to any site under the control of the Client where the Services are to be performed (the "Site").
- 5.2. The Client will be responsible for ensuring that Pioneer, its employees, agents and sub-contractors who enter the Site are given proper site induction and training to ensure their safety on site and shall provide them with all necessary personal protective equipment save for safety glasses, hard hat and steel cap boots which will be supplied by Pioneer. The Client shall pay for all costs of such training and induction.
- 5.3. The Client will indemnify each of the directors, employees, agents and sub-contractors of Pioneer who enter upon the Site in order to provide the Services against all injury, damage, loss or expense incurred or suffered by them on Site and will further indemnify Pioneer against all claims, suits, demands, costs, losses or expenses of any nature whatsoever claimed against or suffered by Pioneer arising out of or in connection with any breach, negligence or default of the Client or the Client's employees, agents or contractors in ensuring the safety of Pioneer, its employees, agents and sub-contractors while on Site.
- 5.4. The Client will maintain Public Liability Insurance covering all claims demands and actions in respect of injury loss or damage to any person or property howsoever sustained arising out of the use of the Site for not less than ten million dollars (\$10,000,000.00) for each claim or occurrence

## **6. Warranties by Pioneer**

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- 6.1. The Client acknowledges that:-
- (a) Due to the nature of investigative work, no warranties or guaranties can be given as to the success or quality of the results achieved;
  - (b) Surveillances and investigations by their nature are limited by time and resources and the information obtained may not be that which is desired or in the favour of the Client;
  - (c) Neither Pioneer nor its employees or agents have given any warranties or guaranties as to the success of the investigation, research or other matters that form the subject of the Services.
- 6.2. Pioneer warrants that it will maintain the confidentiality of the Client to the

utmost allowed by law and will work in the best interest of the Client.

- 6.3. Pioneer warrants that all Fees and Expenses that are billed to the Client will be performed on behalf of the Client, and that no charges will be made for work that isn't performed or for Expenses that are not incurred unless otherwise agreed to in advance with the Client.
- 6.4. Pioneer will perform the Services in compliance with all state and federal laws and regulations.

## **7. Results of Investigations**

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- 7.1. Pioneer will generate reports of the Investigation in a timely manner provided the Client's account is not in arrears. Every reasonable effort will be made to ensure that the quality of the information will be accurate.
- 7.2. Pioneer will give to the Client a full report of the activities conducted on the Client's behalf, including the use of the Expenses, upon completion of the Services and payment of the Fees and Expenses.
- 7.3. Pioneer is not a consumer reporting agency but Pioneer promotes the responsible use of the information that it provides, and reserves the right to withhold information from the Client where Pioneer deems it is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation.
- 7.4. Unless otherwise agreed, the original notes, documents, audio or video tapes, DVD or CD disks or other recording medium prepared or obtained by Pioneer in providing the Services will not be released to the Client and remain the property of Pioneer. Only the written report is released to the Client.
- 7.5. Pioneer reserves the right to withhold any and all reports and/or evidence and any property of the Client handed to Pioneer pending payment in full of the Fees and Expenses and bank clearance thereof.
- 7.6. Pioneer is not responsible for any damages or negative effects from reports and/or evidence being withheld due to the Client's failure to pay the Fees or Expenses on time.
- 7.7. Pioneer does not provide legal, financial, insurance or personal counseling services. Any opinions expressed during client conferences are based upon prior experiences and knowledge and do not constitute, reflect, or guarantee future outcomes or results. The Client is encouraged to always seek expert and professional advice in these areas.
- 7.8. Original recording medium (video and audio tapes, computer hard drives, technical surveillance counter-measures related equipment, DVD, CD, film, data files and other medium) will not be released to the Client, but will remain the property of Pioneer until such time as produced in court as evidence. Copies for the purpose of the Client's review will be made at the Client's

request.

- 7.9. Pioneer may retain a copy of the report in its records with the incidental costs associated with making the copy charged to the Client in accordance with the schedule of Expenses in clause 1.
- 7.10. Should the Client require Pioneer to produce additional copies of the report at a later date then the fee for producing the report will be as negotiated at the time that the additional copy is required.

## **8. Quality of Reports**

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- 8.1. The Client acknowledges that surveillance recordings of audio or images captured by Pioneer during the provision of the Services will be, by their nature, not television studio-type productions and are often taken long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable. Pioneer will proceed with due diligence to obtain quality recordings images that can be obtained given the circumstances.
- 8.2. The Client further acknowledges that:-
  - (a) Search reports are performed strictly by the information provided on the subject by the Client;
  - (b) Any error in spelling or sequence of numbers can result in wrong information on the subject of any Investigation;
  - (c) Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data;
  - (d) Pioneer cannot be held liable for inaccuracies contained in public record information or databases accessed;
  - (e) Information will be gathered from sources and individuals deemed reliable by Pioneer; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose.

## **9. Duration**

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- 9.1. This agreement commenced on the Commencement Date.
- 9.2. Although the parties expect the Services to be completed within the Anticipated Period for Completion of the Services, no guarantee can be given by Pioneer that the Services will be completed within that time and no claim shall be made by the Client against Pioneer if delay shall occur.

- 9.3. Either party may at any time terminate this Agreement by written notice to the other party. This agreement will continue in effect until the Services have been performed or the Client terminates the agreement by written notice to Pioneer or Pioneer terminates the agreement by written notice to the Client.
- 9.4. If the agreement is terminated prior to the Services being completed but after execution of this agreement by the Client or by Pioneer because the Client has breached its obligations under this agreement then:-
- (a) Where the Services are intended to be performed within the period of a day then Pioneer shall be entitled to a minimum Fee of four (4) billing hours;
  - (b) Where the Services are intended to be performed as a multi-day investigation then Pioneer shall be entitled to a minimum Fee of one (1) day's billing.
- 9.5. If the Client has requested an investigation or surveillance on a given date and then, prior to the investigation or surveillance being completed, the Client terminates this agreement or Pioneer terminates this agreement because the Client has breached its obligations under this agreement then Pioneer shall be entitled to a minimum Fee of four (4) hours multiplied times the scheduled number of investigators that were to carry out the investigation or surveillance.
- 9.6. If the agreement is terminated for any reason then the Client shall pay:-
- (a) All Fees and Expenses for work performed by Pioneer up to the date of termination;
  - (b) All other Fees that may be payable by the Client for termination of the agreement prior to the Services being completed as set out in this agreement;
  - (c) All Expenses which Pioneer has already paid or is liable to pay in respect of any part of the Services which were intended to be performed after the date of termination of this agreement.
- 9.7. If the agreement is terminated for any reason then Pioneer shall:-
- (a) Refund to the Client any moneys paid in advance by the Client which exceed the amount of the Fees and Expenses payable to Pioneer.
  - (b) Return to the Client all property belonging to the Client which is in the possession of Pioneer upon receipt of the payment of the outstanding Fees and Expenses.

## **10. Indemnity**

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- 10.1. The Client agrees to indemnify and hold Pioneer harmless against all claims arising out of or related to any information which the Client provides to

Pioneer prior to or during the course of the Services provided.

- 10.2. The Client agrees to further indemnify and hold Pioneer harmless against all claims arising out of or related to the services of Pioneer or information provided by Pioneer except for those arising from Pioneer's own intentional and wrongful acts.

## **11. Fees and Expenses**

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- 11.1. The Client shall pay Pioneer the Fees and Expenses for the Services on the Due Date for payment of Fees.
- 11.2. Pioneer may render invoices for Services performed at such times as Pioneer considers appropriate – be it periodically or upon certain stages of the Services being provided.
- 11.3. The Client will pay the Fees and Expenses set out in the invoice by the Due date for Payment.
- 11.4. If requested by Pioneer to do so, the Client will pay a Retainer to Pioneer to cover the expected total Fees and all Expenses that may be incurred by Pioneer in performing the Services before work commences.
- 11.5. The Client will forfeit any and all funds that may have been paid to Pioneer pertaining to the Services if any information is discovered, by the sole determination of Pioneer, to be false, misleading, or compromising the ethical and/or legal obligations of Pioneer or if it is learned that the Services are being provided in support of an illegal activity.
- 11.6. Should the Client not pay the Fees and Expenses by the Due Date for Payment then Pioneer shall be entitled to interest on the outstanding amount at the rate of 2% per calendar month compounded monthly until payment in full.
- 11.7. Should the Client not pay the Fees and Expenses by the Due Date for Payment then Pioneer shall be entitled to stop work related to the provision of the Services until the Client makes payment in full.

## **12. GST**

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- 12.1. The parties agree that unless otherwise specified, the consideration for the supply of any goods or services under this agreement is exclusive of GST.
- 12.2. The parties further agree that if either party is liable for GST in respect of the supply of goods or services under this agreement, then the consideration payable shall (unless it is otherwise expressed to be inclusive of GST) be increased by an amount calculated as follows:

A X R

Where:

- A = the amount of consideration payable.  
R = the rate of GST.

- 12.3. The party making the supply shall provide to the recipient of that supply a valid tax invoice at or prior to the time for payment of the GST amount.
- 12.4. This clause shall not merge on completion of this agreement.
- 12.5. In this clause:
- (a) "GST" means the goods and services tax as provided for by the GST law;
  - (b) "GST law" means the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation;
  - (c) "Rate of GST" means 10% or such other rate of GST as is payable under the GST law; and
  - (d) Any expression used that is defined in the GST law has that defined meaning in this agreement.

## **13. Sub-Contract**

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The Client acknowledges that Pioneer may sub-contract the performance of all or nay part of the Services where Pioneer considers it is in the best interests of the Client to do so without the written consent of the Client.

## **14. Force Majeure**

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- 14.1. 'Force Majeure' means an act, event or cause which is beyond the reasonable control of Pioneer. Without limiting the meaning of this expression it shall include:
- (a) An act of God, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, peril of the sea, accident of navigation, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty, epidemic, quarantine, radiation, or radioactive contamination;
  - (b) Action or inaction of a government or other competent authority, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction, embargo by legislation, regulation, decree or other legally enforceable order; and

- (c) Breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material.

14.2. Pioneer shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure. Pioneer shall notify the Client as soon as practicable of any anticipated delay due to Force Majeure.

## **15. Waiver**

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No right under this agreement shall be deemed to be waived by a party except if such waiver is in writing signed by the party alleged to have waived the right. A waiver by a party pursuant to this clause will not prejudice its rights in respect of any subsequent breach of this agreement by the other party. Any failure by a party to enforce any clause of this agreement, or any forbearance, delay or indulgence granted by a party to the other shall not be construed as a waiver of the party's rights under this agreement.

## **16. Entire Agreement**

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This agreement constitutes the entire agreement between the parties for the provision of Services by Pioneer to the Client. Any prior arrangements, agreements, representations or undertakings are superseded. Any modification or alteration of any clause of this agreement will not be valid except in writing signed by each party.

## **17. Severability**

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If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

## **18. Governing Law**

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This agreement will be governed by and construed according to the law of Queensland and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

## **19. Notices**

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19.1. Notices under this agreement may be delivered by hand, by registered mail or by facsimile to the addresses of the parties specified in or notified pursuant to this agreement. Notices may not be delivered by e-mail.

19.2. Notice will be deemed given:

- (a) in the case of hand delivery or registered mail, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party.
- (b) in the case of a facsimile, upon proof of completion of transmission.

## **20. Binds Personal Representatives Etc**

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This agreement shall be binding upon and enure to the benefit of the parties and (unless such interpretation shall be repugnant to the sense or context) their respective successors/personal representatives and permitted assigns.

## **21. Facsimile Copies**

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The parties agree that the signing of a faxed copy of this agreement and the faxing of such copy of this agreement to another party or their solicitor shall constitute due signing and delivery by the party signing and faxing the same.

## **22. Counterparts**

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This agreement may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

## **23. Privacy Act**

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23.1. The National Privacy Principles ("NPPs") contained in Schedule 3 of the *Privacy Act 1988* will regulate the collection, use and disclosure of personal information by private sector organisations, such as Pioneer.

23.2. Pioneer will only collect personal information about the Client that is necessary for Pioneer to carry out its duties. Pioneer agrees to take all reasonable steps to ensure that the personal information about the Client is not disclosed to or accessed by unauthorised persons.

23.3. The contact details for Pioneer are set out below:-

Keirann Parker  
Managing Director and Licensed Investigator  
PO Box 436  
Marian Q 4753  
Mobile 0412 141 765  
[www.pioneerinvestgations.com.au](http://www.pioneerinvestgations.com.au)

23.4. Except in a few unusual circumstances provided for in the NPPs, the Client is able to gain access to any personal information which Pioneer may hold about the Client. Should the Client wish to obtain access to such information it may make a written request to do so on reasonable notice.

## **24. Disclosure on Pioneer Website**

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The Client agrees that Pioneer may disclose on Pioneer's website the fact that the Client has used the services of Pioneer provided Pioneer does so in a reasonable

fashion and does not expressly maintain that the Client endorses Pioneer in any way.

## Executed as an Agreement

Signed for and on behalf of KT Investigations (trading as Pioneer Investigations)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20

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Signed for and on behalf of the Client, this \_\_\_\_\_ day of \_\_\_\_\_, 20

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# Pioneer Investigations Guarantee and Indemnity

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This Guarantee and Indemnity is made

By *//\*///* of *//\*///*, Queensland and *//\*///* of *//\*///*, Queensland (the "Guarantor/s")

In Favour Of: KT Investigations Pty Ltd A.C.N. *//\*///* of *//\*///* trading as Pioneer Investigations ("Pioneer")

In relation to the obligations of: *//\*///* of *//\*///*, Queensland (the "Client")

## Background

The Pioneer has at the request of the Guarantor/s agreed conditionally upon the execution of this guarantee and indemnity to enter into a consultancy agreement with the Client a copy of which is annexed hereto ("the Consultancy Agreement").

## Agreements

1. The Guarantor/s hereby guarantee to Pioneer the due punctual payment by the Client to Pioneer of all sums of money becoming due, owing or payable by the Client to Pioneer under the terms of and or as a result of the Consultancy Agreement (the "Guaranteed Monies") at the times and in the manner as set out in the Consultancy Agreement or otherwise on demand.
2. The Guarantor/s hereby guarantee the due and punctual performance and observance by the Client of all and any of the covenants, provisions and stipulations on the part of the Client to be performed and observed under and pursuant to the Consultancy Agreement (the "Guaranteed Obligations").
3. The Guarantor/s further indemnify Pioneer against and in respect of any damage, loss, claim, demand, cost, expense or obligation direct or indirect which Pioneer has or may suffer incur or sustain as a result of the Client's failure to pay the Guaranteed Monies when due or to perform the Guaranteed Obligations when due.
4. This guarantee and indemnity shall be a continuing guarantee and indemnity until the whole of the Guaranteed Monies are paid and the whole of the Guaranteed Obligations performed and shall be independent of and in addition to and in no way affected by any other security instrument or document which Pioneer may hereafter obtain or hold for any indebtedness or liability whatsoever of the Client or other Guarantor/s to Pioneer.

5. The liability of the Guarantor/s shall not be affected or discharged in any way whatsoever in the event that Pioneer grants or agrees to grant to the Client any time or any other indulgence or consideration or in the event that Pioneer compounds with or releases or assents to the Client being subject to any Insolvency Event or wholly or partially releases or discharges the Client from any of the terms of the Consultancy Agreement or in the event that Pioneer varies any of the terms of the Consultancy Agreement.
6. Pioneer shall not be bound at any time to exercise any of its rights under the Consultancy Agreement or in any collateral or other Consultancy Agreement and any omission failure of refusal by Pioneer so to do shall not prejudice, affect, discharge or diminish any of the liabilities of the Guarantor/s hereunder and the liability of the Guarantor/s hereunder shall not be affected or discharged by any other laches or mistakes on the Pioneer's part.
7. If by reason of any statute, rule of law or for any other reason whatsoever any covenant, term or condition of the Consultancy Agreement is rendered unenforceable by Pioneer against the Client then the Guarantor/s agree hereby at all times to indemnify Pioneer to the full extent in respect of the Guaranteed Monies or any part thereof which have thereby been rendered unrecoverable by Pioneer from the Client.
8. For the purposes of this guarantee, the Guarantor/s may be treated as the principal debtors under the Consultancy Agreement and the Guarantor/s waive all rights either at law or under any statute that the Guarantor/s might otherwise be entitled to claim or enforce in respect thereof.
9. Any notice or consent to be given or any demand to be made by Pioneer to the Guarantor/s under or pursuant to this guarantee may be given or made by writing under the hand of Pioneer or of any manager, acting manager, clerk, solicitor or any other person acting on behalf of Pioneer and may be delivered by prepaid post addressed to the Guarantor/s' addresses stated herein and any such notice consent or demand shall be deemed to have been received by the Guarantor/s on the day after posting or sending.
10. Except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever the same is used herein:
  - 10.1. The word "Guarantor/s" shall mean and include every person who is a guarantor and each or any of them, their or his assigns and executors and administrators or successors of each guarantor and this guarantee and the obligations and agreements on their part herein contained or implied shall bind each of them and both of them jointly and each of them severally;
  - 10.2. Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively and the words importing any gender shall include any gender;

10.3. The expression "Insolvency Event" means official management, appointment of an administrator and /or receiver, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme of composition or arrangement of creditors, insolvency, bankruptcy or any similar procedure.

**Executed as a deed**

Signed sealed and delivered by the Guarantor/s this \_\_\_\_\_ day of \_\_\_\_\_, 20

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in the presence of:

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Witness

Signed sealed and delivered by the Guarantor/s this \_\_\_\_\_ day of \_\_\_\_\_, 20

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in the presence of:

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Witness

Executed by KT Investigations Pty Ltd this \_\_\_\_\_ day of \_\_\_\_\_, 20

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Sole Director/Secretary  
in the presence of:

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Witness