



SERVICE AGREEMENT

Miss Confidential, Victoria, Australia

This Investigative Services Agreement ("Agreement") is made effective as of the date of payment receipt by and between **Miss Confidential** (hereinafter referred to as the "Investigator"), a private investigative service provider duly operating in the state of Victoria, Australia, and the client (hereinafter referred to as the "Client") (each a "Party" and collectively, the "Parties").

1. PURPOSE OF AGREEMENT

The Investigator agrees to provide professional investigative services as requested by the Client, consistent with the relevant laws and regulations of the state of Victoria, Australia. These services will be carried out with due diligence, confidentiality, and in compliance with all applicable legislative requirements governing private investigation and surveillance activities.

2. SCOPE OF SERVICES

The Investigator shall perform private investigative services as mutually agreed and outlined in the scope of work provided to the Client prior to commencement of the investigation. The Investigator does not guarantee specific outcomes or results, but will endeavour to conduct investigations thoroughly and professionally based on information and parameters provided by the Client.

3. PAYMENT TERMS AND CONDITIONS

3.1 **Upfront Payment Requirement**

The Client agrees to pay all fees, including retainer and any initial deposits, **in full prior to the commencement of any investigative services**. No investigative actions will be undertaken until receipt of payment has been confirmed by the Investigator.

3.2 **Incidentals Retainer Fees**

Where applicable, the Investigator may require an incidentals retainer, which is an advance payment intended to secure services and cover additional costs that aren't covered in the original agreement. The retainer will be applied against the total additional fees and expenses incurred. Any unused portion of the retainer remaining upon closure of the investigation shall be refunded to the Client, unless otherwise agreed in writing.

3.3 **Fee Structure and Schedule**

- Fees for standard investigative services will be outlined in a written quote or proposal prior to service commencement.
- Investigations conducted during weekends or public holidays will attract premium rates reflective of availability and operational costs; such rates will be confirmed at the time of inquiry or booking.
- All additional fees and charges will be invoiced at the conclusion of the investigation and taken from the incidental's retainer where applicable.

3.4 Additional Expenses

The Client acknowledges that additional necessary expenses may arise during the course of the investigation. These may include, but are not limited to, travel costs, venue or event admission fees, reasonable food or beverage costs incurred explicitly for investigative purposes, accommodation, road tolls, parking fees, and other related disbursements.

- The Investigator will make commercially reasonable efforts to provide the Client with advance notification of potential additional expenses.
- Where applicable, the Client may be requested to provide a refundable incidental retainer (e.g., \$500) to cover anticipated out-of-pocket costs. Any unused portion of this budget will be refunded at the completion of the investigation.

3.5 Invoice and Payment Terms

- Upon completion or termination of an investigation, the Investigator will issue a detailed invoice itemising all fees and expenses incurred and any balance owing.
- Payment is due no later than **seven (7) calendar days** from the date of invoice issuance.
- Full and final payment to the Investigator is a precondition for releasing any case documentation, evidence, or results to the Client.

3.6 Refund and Cancellation Policy

- Cancellation of scheduled services must be communicated to the Investigator at **least three (3) business days prior to the scheduled start date** to qualify for a refund of any prepaid amounts.
- Cancellations received less than three (3) business days prior will result in forfeiture of fees already paid.
- No refunds will be provided if the investigation concludes with no results, except as provided under Section 4.5 (No Results Policy).
- In cases involving locating missing persons, refund conditions are specified separately under Section 4.4 (Missing Persons Investigations).

4. INVESTIGATION PROCEDURES AND POLICIES

4.1 Commencement and Conduct of Investigations

The Investigator will exercise professional judgment in scheduling, conducting, and completing investigative tasks. All investigations will be performed lawfully and ethically, abiding by the Privacy Act, Surveillance Devices Act, and any other regulations relevant to private inquiry and surveillance in Victoria.

4.2 Information Release

No investigative reports, findings, photographs, recordings, or case-related data ("Case Details") shall be released or disclosed to the Client until **full payment has been received** for all services rendered and costs incurred.

4.3 Data Sources and Accuracy

The Investigator does **not own or maintain exclusive rights** to external digital search engines, public records databases, or commercial information sources. Information provided by the Investigator is gathered from multiple verified public and private data sources and is representative of the status and accuracy at the time of investigation.

4.4 Missing Persons Investigations

- When locating a missing person or individual of interest, the Investigator will ask the Client for explicit consent to attempt contact with the located individual.
- If consent is given to contact the person, and the located individual requests that their details not be forwarded to the Client, the Investigator is legally and ethically obliged to respect that request. In such cases, no refund will be issued.
- If the Client opts not to allow the Investigator to contact the located person, the investigation will be terminated, and no refund will be provided. The case will then be deemed closed.

4.5 No Results Policy

If an investigation yields no actionable results or findings, the Investigator agrees to keep the case open for a **period of three (3) months** following conclusion. During this time, the Investigator will periodically review any new leads or information relevant to the case at no additional charge. Further or extended investigative services may then be subject to a new engagement agreement. Investigations that produce no results are not eligible for a refund at any time.

5. CLIENT RESPONSIBILITIES AND CONDUCT

- The Client represents and warrants that the information and instructions provided to the Investigator are for lawful purposes only and do not contravene any local or federal laws.
- The Client agrees to refrain from direct involvement or interference in the investigation, including refraining from approaching or contacting the investigative subjects, visiting surveillance locations, or otherwise compromising operational confidentiality.
- If the Client breaches this clause by attending investigation sites or disrupting activities, the Investigator reserves the right to immediately terminate the engagement with no liability and with forfeiture of all fees paid.

6. SCHEDULING, RESCHEDULING, AND HOLIDAY PERIODS

- The Client must provide a minimum **three (3) business days' notice** for any rescheduling of services. Failure to give timely notice may result in fees being forfeited.
- During peak holiday periods (e.g., Christmas, New Year), bookings require **at least two (2) weeks advance notice** to ensure investigator availability and resource allocation.

7. INVESTIGATOR LIABILITY AND LIMITATIONS

- The Investigator shall perform services with reasonable skill and care, but expressly disclaims any warranties or guarantees as to specific outcomes or recoveries.
- Miss Confidential shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, business interruption, loss of data, or damage to reputation arising from services provided under this Agreement.
- The Investigator will not undertake tasks that compromise the safety or legality of personnel. Investigators are prohibited from engaging in any illegal, deceptive, or dangerous conduct.
- Any necessary extension of time or additional costs caused by unforeseen factors will be communicated to and approved by the Client prior to proceeding.

8. CONFIDENTIALITY

Both Parties agree to maintain strict confidentiality regarding all information, reports, or materials exchanged during the investigation, unless disclosure is compelled by law or regulatory authority.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the state of Victoria, Australia. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of Victoria.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the provision of investigative services and supersedes all prior agreements, representations, or discussions, whether oral or written.

11. SEVERABILITY

If any provision of this Agreement is held unlawful or unenforceable, such provision shall be severed, and the remaining provisions shall continue to be valid and enforceable.

12. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS

By engaging the investigative services of Miss Confidential, you acknowledge that you have read, understood, and accepted the terms and conditions outlined in this Service Agreement and the Privacy Policy. It is your sole responsibility to review these documents prior to commencing services. Miss Confidential expressly disclaims any liability for ensuring that you have read or comprehended these terms. Should you have any questions or require clarification, please contact us at hello@missconfidential.com.au before proceeding.