Bookkeeping services agreement

[Barbara Bookkeepers]

And

[Client name]

This agreement is dated: [date]

It is made between [Barbara Bookkeepers]

Of [address] registered in Australia, ACN [■ ■ ■].(" ■ ■

■ ■ ")

And [name]

Of [registered office address] a company registered in

Australia, ACN [■ ■ ■].(■ ■ ■ " ■ ■ ■ "),

It is now agreed as follows:

1. Definitions

The following definitions apply in this agreement:

"Accounting Application" means a computerised application, accounting

"Confidential Information" means all information obtained or disclosed,

including but not limited to all data, documents,

applications, papers, statements, slips,

programmes, plans and/or any

business/customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of either party relating to its business, practices

"Intellectual Property" means the Accounting Application together with

all rights that -----

■ ■ .

"Licence" means the licence granted by [Barbara] to the

Client in the terms of

.....................

"Services"	means the services to be provided
"Working Week"	means the period beginning on a [Monday ■ ■ ■
].

2. Interpretation

In this	agreement unless the context otherwise requires:
2.1.	a reference to one gender shall include any or all genders and a reference to the singular may be interpreted •••••••••••••••••••••••••••••••••••
2.2.	in connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
2.3.	a reference to a paragraph or schedule is to
2.4.	the headings to the paragraphs and schedules (• • • • • • • • • • • • • • • • • •
2.5.	any agreement by either party not to do or
2.6.	a reference to the knowledge, information, belief or awareness , , , , , , , , , , , , , , , , , ,
2.7.	this agreement is made only in the English language. If there is any
2.8.	nothing in this agreement shall create a partnership,

2.9.	neither	party shall have, nor represent that it
The	Servi	ces and contract
3.1.		payments specified and subject to the •••••••••••••••••••••••••••••••••••
	3.1.1	keeping daily records • • • • • • • • • • • • • • • • • • •
	3.1.2	keeping daily • • • • • • • • • • • • • • • • • • •
	3.1.3	issuing invoices and receipts, •••••, •••••
	3.1.4	completing the paperwork required for
	3.1.5	effecting monthly reconciliations • • • • • • • • • • • • • • • • • • •
	3.1.6	liaising with the Client, his accountant (if $\blacksquare \blacksquare \blacksquare \blacksquare$) $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$;
	3.1.7	liaising with officials in Australian Taxation • • • • , • • • • • • • • • • • • • •
	3.1.8	daily backing up and securing
	3.1.9	such other tasks which \blacksquare

OR

3.1.10 [more...]

3.

	3.2.	For the payments specified and subject to the terms of this agreement, [
	3.3.	The Services shall be provided so •••••••••••••••••••••••••••••••••••
	3.4.	[Barbara] may enter into = = = = = = = = = = = = = = = = = = =
4.	The	rate of remuneration and hours to be worked
	4.1.	For the Services, [Barbara] • • • • • • • • • • • • • • • • • • •
	4.2.	Payment shall be made on •••••••••••••••••••••••••••••••••••
	OR	
	4.3.	[Barbara] shall be paid the
	4.4.	The days and hours to be worked in any week
	4.5.	Goods and services
5.	War	ranties
	5.1.	The Client shall provide accurate, timely • • • • • • • • • • • • • • • • • • •
	5.2.	[Barbara] will provide a competent,

5.2.2 [Diploma in book keeping level 3]; [Accountancy for business level 4]; 5.2.3 5.2.4 [more...]. Confidentiality 6. 6.1. They now undertake for themselves and every employee or sub-6.2. contractor whose services they may use both - - - - - - - - - - - - - - -6.3. Without prejudice to the generality of the rest of this paragraph, [.]................................. Each party hereby undertakes to the other to make all relevant 6.4. employees, agents and 7. The Licence The Client acknowledges that [Barbara] owns all right, title **\| \| \| \| \| \| \| \| \|** ------------7.2. The Licence is: 7.2.1 not sub-licensable:

[name = = = [= = =] 's = = = = = = = =];

5.2.1

	7.2.2	non-exclusive;
	7.2.3	for a term during which this contract is
	7.2.4	restricted to use •••••••••••••••••••••••••••••••••••
7.3.		e for = = = = = = = = = = = = = = = = = = =
7.4.		ent may not allow any other person to
	••••	
7.5.		ress or implied licence of the Accounting
	••••	
7.6.	••••	
7.7.		
7.8.		
		[].
7.9.		
	••••	
Limi	itation	of liability
8.1.		
)

8.

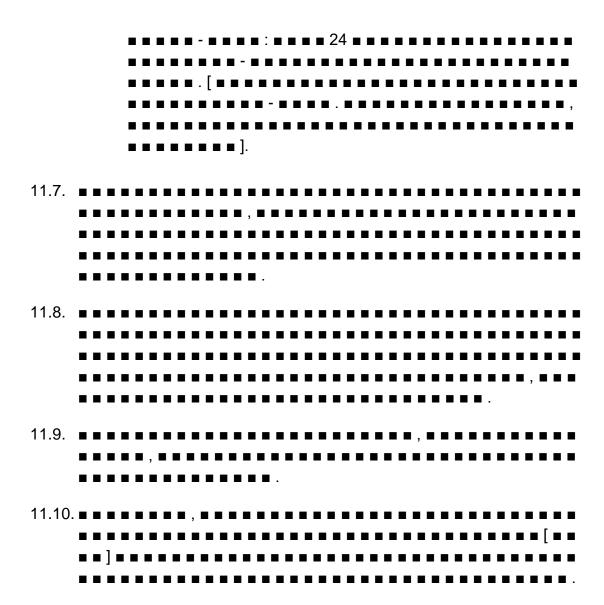
	8.1.1
	8.1.2
8.2.	
8.3.	[• • • •] 's • • • • • • • • • • • • • • • • • •
8.4.	
8.5.	
OR	
8.6.	
Infri	ngement of rights in the Accounting Application
9.1.	

9.

....[....]................. 9.2. ---: 9.2.1 immediately stop using the Accounting Application; 9.2.2 9.3. 10. Termination 10.1. .]............................ 10.2. This contract may be terminated: 10.2.1 -------,---1022 10.2.3:........:....... $\blacksquare \blacksquare \blacksquare \blacksquare .2) \blacksquare \blacksquare \blacksquare \blacksquare 2017.$ 10.3.

11. Miscellaneous matters

11.1.	
11 2	
11.2.	
11.3.	
	,,
11.4.	
	,
11.5.	
	••••••
11.6.	
	It shall be deemed to have been delivered:
	;
	••••72••••••;



Signed by [personal name] on behalf of [Barbara Bookkeepers]

Signed by [Client name] on behalf of [company name] as its / his representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

Schedule 1: Description of the Accounting Application

Schedule 2: Description of the Services and Fee

Explanatory notes:

Bookkeeping services agreement

General note:

1.	Many people who provide an accounting service at any level use some software or spreadsheet "widget" in connection with their client's affairs. That may be a software "plug-in" to third party software or, more likely a spreadsheet application or macro. When the contractual relationship ends, it is all too easy for a client to assume that he has a
2.	The basic law does protect you to some extent, but it is far safer to use this agreement to make clear that you own the copyright in your work, and that your client is a mere licensee. If your client is unhappy
3.	Of course, it is vital to identify what is yours at the outset, no matter $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
4.	If you have no special software widget to bring to the contract, just \blacksquare
5.	For the sake of good order, we point out that this licence has no relevance to third party software. Of course, your
6.	We have used the name "Barbara" for bookkeeper firm throughout the document. It is for reference only. The best way to deal with this is to start by using find/

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
	We have used the term "Accounting Application" to define the software, application you use to help you to provide your accounting service. This is a generic term. The document would read
	By all means use the find/replace function in your word processor to change defined terms. If you do change a defined term, make sure it
	Remember too, that when a word or phrase is defined, the defined \blacksquare
2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered
3.	The Services and contract
	We have provided a list of services that I I I I I I I I I I I I I I I I I I
	If the specification of your proposed work is any longer than what we have provided here, it would be best to place it in a
4.	The rate of remuneration and hours to be worked
	We have no comments
5.	Warranties
	It is the basic and sole responsibility of the client ••••••••••••••••••••••••••••••••••••
	We have also provided a place for you to set down the

	We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard • • • • • • • • • • • • • • • • • • •
	Remember to tie up this paragraph with the
7.	The Licence
	If you are • • • • • • • • • • • • • • • • • • •
	We have given you
8.	Limitation of liability
	We suggest no edits.
9.	Infringement of rights in the Accounting Application
	This paragraph ••••••••••••••••••••••••••••••••••••
10.	Termination
	This paragraph deals with the typical terms of termination
11.	Miscellaneous matters
	A number of • • • • • • • • • • • • • • • • • •
	Some are relevant to particular paragraphs in the document, ■ ■ ■ ■ ■ ■

Schedule 1 Description of the Accounting Application

6.

Confidentiality

	It is a a a a a a a a a a a a a a a a a a
Sche	edule 2 Description of the Services and fee
	Provide the details ••••••••••••••••••••••••••••••••••••

End of notes