

AU-SGAcsl08

Consultant contract: individual in any field

This agreement is dated [date] :

[ABC] Limited, a company registered in the Commonwealth of Australia [under company registration number [ACN/ABN number]

[] (“ ”);

and

[Full name of consultant] whose address is [], (“ ”).

Background:

The Consultant has wide experience in the field of management of cash flow issues, re-modelling of business plan and corporate restructuring and the

.

Accordingly, it is now agreed as follows:

1. Definitions

“Assignment” means a piece of work to be undertaken by the Consultant under the terms of this agreement which is fully described as to terms and scope in [the Detailed Specification / the schedule to this agreement /

[] .]

“Confidential Information” means all information about the parties, including:

any information which may give a commercially competitive advantage to any other .

:

information about staff, their performance and

,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ,

, , ;

information about the Intellectual Property, the Know-how and all

- 2.3. [except where stated otherwise], any obligation of any person arising from this
;
- 2.4. All money sums mentioned in this agreement are calculated [net / inclusive] of GST,
- 2.5. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

3. Entire agreement

- 3.1. This agreement contains the entire agreement between the parties and supersedes all
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
- 3.3. Conditions, warranties or other terms implied by statute or common law in any country, are excluded
- 3.4. This agreement has been drawn with reference to a single Assignment. However, the parties intend, and now agree that all the terms, including interpretation, shall apply so far as reasonably possible to
- 3.5. In order to apply these terms to a second or further Assignment or to a series of Assignments, a reference to this agreement

4. Warranties for authority

- 4.1. Each of the parties warrants that he has power to enter into this agreement [and
].

- 4.2. The Consultant warrants and undertakes that he is not aware of anything within his reasonable control which might or will
- 4.3. The Client warrants that he is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for

5. Consultant's status

- 5.1. The Consultant is not a partner, agent or employee of the Client and does not have authority
- 5.2. The Consultant agrees that he will be responsible for his own income and other tax liability in respect of his Fees and he hereby agrees to indemnify the Client in respect of any claim that may be made by

6. Contract summary and payment

- 6.1. The Consultant shall commence work on the [].
- 6.2. The Consultant shall complete the Assignment for the Fee which shall be calculated and

- 6.3. The Fee shall be calculated and paid as

OR

- 6.4. The Client will pay the Consultant at the rate of \$ [000]

OR

- 6.5. After the end of each month the Consultant will send an invoice to the

6.6. The invoice shall include whatever reasonable expenses the Consultant has incurred in working on any Assignment [provided such expenses have been approved in] [].

OR

6.7. The Consultant will personally bear the cost of all expenses incurred by .

6.8. The Consultant may charge for any reasonable costs incurred as a result of any delay caused by .

6.9. Payment of the sum specified in the invoice will be made by the Client within [14] days of date of sending the invoice. Failure to make timely payment shall entitle ,

6.10. The Consultant shall be entitled after [28] days notice to the Client and [not more than once in every 12 months] to increase the rates for work charged by [].

6.11. The Consultant reserves the right to charge the Client interest in respect of the late payment of any money ([5])

6.12. Banking charges by the receiving bank on payments to the Consultant .

7. Consultant's requirements

7.1. The Client will provide for the [] ,

7.1.1 an office set up for [] , ...

7.1.2 telephone facilities for each .

7.1.3 keys, security codes, user names, passwords and
[]
[].

AND / OR

7.2. The Consultant will provide a document setting out detailed practical
.

8. Consultant's obligations

8.1. Each Assignment will be
.

8.2. The Consultant agrees that whilst engaged
:

8.2.1 all laws and regulations
;

8.2.2 the specific regulations
.

8.3. In working on the Assignment and
:

8.3.1 the Detailed Specification;

8.3.2 all relevant commonly accepted
;

8.3.3 [\[compliance with other standards and regulations\]](#).

8.4. The Consultant shall
.

8.5. In performing the Services, Consultant shall comply,
/
.

9. Use of sub-contractors

If the Consultant wishes to perform any or

:

9.1. the Consultant must first obtain the written consent of the Client to

OR

9.2. the Consultant must first obtain the written consent

9.3. the Consultant

9.4. the Consultant agrees to indemnify the Client against any

OR

9.5. [this contract /]
[] .

OR

9.6. so far as work under this

OR

9.7. the Consultant shall not sub-

10. Confidentiality

10.1. The parties are aware that in the course of the performance of the Assignment they will each have

10.1.1 except as provided in this agreement, not divulge to any person , (

)

;

10.1.2 not use the Confidential Information in any way for itself or ,

;

10.1.3 not store, copy, or use the Confidential

[. . .]

10.1.4 keep all records of

;

10.1.5 keep all records only at the address (

);

10.1.6 make all relevant employees agents and sub-contractors aware of the confidentiality of

.

10.2. The Consultant agrees that before it permits any employee or contractor or other person to

, /

,

.

11. Intellectual Property

11.1. This agreement shall have no

.

11.2. The Consultant may use whatever

.

11.3. The Consultant shall use and contribute to the Assignment such Intellectual Property as is appropriate

11.4. During and after completion of the Assignment and unless

11.4.1 IP concepts created by the Consultant [but not incorporated in
any goods,

11.4.2 IP work incorporated in any

OR

11.4.3 Any new Intellectual Property

11.4.4 IP elements previously developed by the Consultant

11.5. In the event that the Consultant creates, acquires or develops any New
Intellectual Property (including moral rights) relating to

OR

11.6. so far as any IP of the Consultant is incorporated into any goods,
service or system of the Client, or recommended for use by the Client,
the Consultant now []

, []
/
]

[99]

11.7. On termination of this agreement each party shall:

11.7.1 deliver up to the

11.7.2 within seven days destroy any Intellectual Property created

11.8. If either party believes that any third party is infringing any Intellectual Property Rights in [the Product] it shall

The Consultant's obligations set

12. Limitation of liability

12.1. The law differs from one

12.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction _____,

12.3. The Consultant shall not be liable to the Client

12.4. The Consultant shall not

12.4.1 indirect or consequential loss; or

12.4.2 economic loss or other _____, _____,
_____;

12.4.3 loss or damage suffered by

12.5.

[10 , 000].

12.6.

13. Mutual indemnity

13.1.

13.1.1

13.1.2 its breach of this agreement;

13.1.3

13.1.4

13.2.

. 00]

13.3.

14. Duration and termination

- 14.1. []
[]
:
14.1.1
;
14.1.2 [28]
;
14.1.3 [28]
-
;
14.1.4
[30]
;
14.1.5 /

(
);
14.1.6
;
14.1.7
.
14.2. ,

14.3.

15. Uncontrollable events

15.1.

[]

AND/OR

15.2.

, [] .

OR

15.3.

[],
[7]

15.4.

15.5.

[. . . .

];

15.6.

;

15.7.

16. Publicity / Announcements

16.1.

OR

16.2. Neither party shall:

16.2.1 make any public announcement; or

16.2.2 disclose any information; or

16.2.3

16.3.

OR

16.4.

[2],

17. Miscellaneous matters

17.1.

17.2.

17.3.

17.4.

17.5.

17.6.

17.7.

17.8.

17.9.

It shall be deemed to have been delivered:

;

72

24

24

.

]

17.10. ,

[].

[] .

Signed by [personal name] on behalf of [Consultant name], his representative who personally accepts liability for the proper authorisation by [Consultant name] to enter into this agreement.

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

Schedule 1

[Press announcement]

Explanatory Notes:

Consultant contract: individual in any field

General notes

1. This agreement

This agreement has been drawn to protect you as far as possible. It follows that it is tough on your counter party. However, that is relative. If you are entering into a joint venture agreement you will not expect to put your future partner at a disadvantage. On the

It follows that the agreement will contain provisions which you regard as too strong. We have drawn it that way because it is very easy for you to assess our words and decide what you should delete. It would not be so easy

2. What you should delete

How you want to use a document depends not only on your business philosophy but also on your commercial strength. You cannot bully a rich counter party into accepting the terms you want, nor can any of us prevent someone from issuing a claim in court. Because we give

A good rule to follow, is, for commercial provisions: "Do not delete if you do not understand the reason for inclusion", and for legal provisions: "Do not delete unless you understand the legal meaning and the reason for inclusion". In summary: "If in

3. It is your document

There is a great psychological advantage in "presenting" the document for a deal. Your counter party may want additions, deletions and conditions, but he is still working on your document. It is rather like playing a new board game where the referee insists on the rules but you have the only rule book. It is very rare indeed for a counter party to say "Sorry, I do not

4. Umbrella agreement

This document provides an over-arching framework within which any number of assignments can be undertaken. It is important that each assignment refers to this contract

:

“The work described and agreed a document will be regulated by the terms of an agreement between the parties [].”

Paragraph specific Notes:

Notes following the numbered paragraphs

Preliminary: describing specification or assignment

Call it what you like, the key to the success of a consultancy contract is to define the scope very clearly. This is nowhere more true than in reference to a technical contract. We advise you to be sure that you field a negotiator with at least the equivalent technical understanding as the consultant. Avoid jargon.

.

.

We have provided a flexible approach from which you can decide on how you wish to set down the specification of your work. Bear in mind that this will

.

:

- entering short details of the assignment into this very document. Do this only if the specification is less than, , 200 .
- writing a short description of the assignment, either as part of the body of the document or as a schedule, then providing for future refinement .
- writing the specification into this document as a schedule - as long as you like and .
- attaching the specification to this agreement and cross referencing so as to make clear that the two .

Whichever alternative you choose will require edit of other parts of the document where reference is made to a

.

- You should specify as accurately as possible the work to be done. Where this does not lead to a clearly identifiable goal, consider at least

what sort of consultancy you

:

- assessing a factual situation and giving an opinion;
- making recommendations;
- solving specific identified problems;

and does the work involve:

- attending court as an expert witness;
- attending meetings with any authority
;
- making presentations and giving lectures;
- other educational tasks;
- contributing to discussions at meetings.
- Limit the field of work. Use a clear definition of what you can do. By

1. Definitions

You should first decide on the contents of the document, then return to check

This document provides an over-arching framework within which any number of assignments can be undertaken.

,

“The work described and agreed this document will be regulated by the
[
].”

We have defined “Detailed Specification”. That is a useful description of the work to be done. However, if you have communicated

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on,

4. Warranties for authority

If you are dealing with a company and do not know

5. Consultant’s status

This paragraph contains provision to protect the client, not the consultant. It may be freely edited. If you are the

6. Contract summary and payment

The word “Fee” has been widely defined so it will apply to whatever payment system you use. You may think it

This paragraph is flexible and should be completed with the specific terms agreed. This might

You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies a precise procedure and point in time when a final invoice may be sent.

We have provided

7. Consultant's requirements

An opportunity

8. Consultant's obligations

If the consultant's staffs work in the client's premises they must avoid creating problems by transgressing the rules and

9. Use of sub-contractors

This provision may be essential to your

10. Confidentiality

We have included this paragraph because a business has so many secrets which could easily be stolen

11. Intellectual Property

Few business managers appreciate just how much IP is owned

The question of who owns what intellectual property rights is one for detailed discussion

12. Limitation of liability

Reduces the chance of a successful

As drawn, the consultant has very little liability. The extent to which the consultant is

13. Mutual indemnity

A form of indemnity to protect both sides, including their directors and staff.

14. Duration and termination

We suggest you edit as minimally required.

It is after termination that conflicts

15. Uncontrollable events

Often referred to as “force”.

16. Publicity / Announcements

This may

17. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes