AU-SGAcsl13

Consultant terms and conditions, single consultant, short version

The Consultant is:	[Consultant name]
of:	[address]
Contact:	e-mail:[e-mail address]
Telephone:	+61
The Client is:	[client name]
of:	[client address]
Contact:	e-mail:[e-mail address]
Telephone:	

The terms and conditions:

1. Definitions

“Assignment”	means an identifiable piece of consultancy work to be undertaken by the [redacted].
“Confidential Information”	means all business information about the [redacted]. It includes personal data, owned by any [redacted].
"Intellectual Property"	means intellectual property of every sort, and including, [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

2. Entire agreement

2.1. This agreement contains the entire [redacted].

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2.2. Each party acknowledges that, in entering into this agreement, [redacted] , [redacted] , [redacted] [redacted] .

3. Consultant's status

3.1. The Consultant is not a partner, agent [redacted] .

3.2. The Consultant agrees that he will be responsible for his own income and other tax liability in respect of [redacted] .

4. The contract

4.1. The Consultant agrees to [redacted] .

4.2. The Consultant shall [redacted] [[redacted]].

4.3. So far as the Client instructs the Consultant to work on another assignment, that work shall [redacted] , [redacted] - [redacted] . [redacted] , [redacted] [redacted] .

4.4. The Consultant may accept or decline any assignment.

4.5. The Client agrees to provide accurate, timely [redacted] .

4.6. Nothing in this contract shall prevent the Consultant from entering into a similar contract [redacted]

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[redacted].

5. Consultant's fees and expenses

5.1. The fee shall [redacted].

5.2. The Client will pay [redacted] $ [000] [redacted].

OR

5.3. After the end of each month, [redacted].

5.4. The invoice shall include whatever reasonable expenses the Consultant has incurred [redacted] [[redacted]] [[redacted]].

OR

5.5. The Consultant will personally bear [redacted].

5.6. The Consultant may charge for any reasonable costs [redacted].

5.7. Payment of the sum specified in the invoice will be made by the Client within [14] [redacted] . [redacted] , [redacted].

5.8. The Consultant shall be entitled after [28] days notice to the Client and [[redacted] 12 [redacted]] [redacted] . [redacted] [[redacted]] [redacted].

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

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[redacted] [5] [redacted].

6. Consultant's requirements

6.1. The Client will provide for the [redacted], [redacted] [redacted]

6.1.1 an office set up for [redacted] [redacted], [redacted]...

6.1.2 telephone facilities for each [redacted].

6.1.3 keys, security codes, user names, passwords and [redacted], [redacted] [redacted] [redacted] [redacted] [redacted].

AND / OR

6.2. The Consultant will provide a document setting out detailed practical [redacted]. [redacted].

7. Confidentiality

7.1. [redacted].

7.2. [redacted] - [redacted] ([redacted]) [redacted].

7.3. [redacted], [redacted] - [redacted]

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[redacted].

8. Intellectual Property rights

[redacted]:

8.1. [redacted].

8.2. [redacted].

8.3. [redacted] 99 [redacted].

9. Limitation of liability

9.1. [redacted].

9.2. [redacted], [redacted]. [redacted], [redacted], [redacted], [redacted], [redacted].

9.3. [redacted].

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9.4. [redacted]:

9.4.1 indirect or consequential loss; or

9.4.2 [redacted], [redacted], [redacted]; [redacted]

9.4.3 [redacted].

[redacted].

9.5. [redacted], [redacted], [redacted], [redacted] $[10 , 000]. [redacted], [redacted].

9.6. [redacted] ([redacted]) [redacted], [redacted].

10. Duration and termination

10.1. [redacted]:

10.1.1 completion of the Assignment; or

10.1.2 [redacted] [28] [redacted]; [redacted]

10.1.3 [redacted] 28 [redacted];

10.2. [redacted], [redacted]

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[redacted].

10.3. [redacted], [redacted], [redacted].

11. Miscellaneous matters

11.1. [redacted], [redacted].

11.2. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

11.3. [redacted].

11.4. [redacted], [redacted].

11.5. [redacted].

11.6. [redacted], [redacted].

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11.7. [redacted], [redacted], [redacted].

11.8. [redacted], [redacted] [[redacted]] [redacted].

Signed by [consultant's full name]

Signed by [Client's full name]

OR

[redacted] [[redacted]] [redacted] [[redacted]] [redacted] [[redacted]] [redacted].

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Explanatory notes:

Consultant terms and conditions, single consultant, short version

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. 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. [redacted].

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 [redacted], [redacted].

We do not know who your clients are nor what their demands will be. We have given you a framework suitable for presentation to a client or customer. If you serve a small business clientele, you may wish to delete or "[redacted]" [redacted].

This agreement is drawn in general terms without specific reference to any industry. We suggest that you should give careful thought to [redacted] - [redacted].

We give thought to the question of who you are and we draw documents to support you. But we sometimes make provision for matters which your counter party will insist on. We are trying to make your life easy, not saddle you with arguments when you first start to negotiate. Other documents, particularly [redacted], [redacted].

A good rule to follow, for commercial provisions, is: "Do not delete if you do not understand the reason for inclusion", and for legal provisions: "Do not

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delete unless you understand the legal meaning and the reason for inclusion". In summary: "If in ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ". ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

5.2. writing a short description of the assignment, either as part of the body of the document or [redacted] .

5.3. writing the specification into this document as a schedule - [redacted] .

5.4. attaching the specification to this agreement and cross referencing so as [redacted] .

Whichever alternative you choose will require edit of other parts of the [redacted] .

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

We know nothing about your business, so the defined terms we have provided may not be the best for your business. You may wish to [redacted] “ [redacted] ” [redacted] “ [redacted] ”. [redacted] , [redacted] , [redacted] .

You should first decide on the contents of the document, then return to check [redacted] .

2. 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, [redacted] , [redacted] . [redacted] .

3. Consultant's status

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

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[redacted]

4. The contract

This paragraph is concerned with the basics of what each side is expected to do and not do. [redacted]

5. Consultant's fees and expenses

Here is a menu of suggestions. You should decide on what you [redacted]

This paragraph is flexible and should be [redacted]

You should consider carefully the provisions relating to completion and payment. It is important that [redacted]

6. Consultant’s requirements

An opportunity [redacted]

7. Confidentiality

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

This paragraph also provides some [redacted]

8. Intellectual property rights

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Few business managers appreciate just how much IP is owned [redacted].

The question of who owns what intellectual property rights is one for detailed discussion and decision before [redacted].

9. Limitation of liability

The law is complicated and much depends [redacted].

You will see that we have also included in the provision for [redacted].

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

10. Duration and termination

We suggest you edit as minimally required.

It is after termination that conflicts [redacted].

11. Miscellaneous matters

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

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[redacted]. [redacted]
[redacted]
.

End of notes

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