AU-TCpro02

Terms and conditions template: professional consultancy business

Terms and Conditions

		tions subject to which we allow you to use Our ur Website, or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
We a	ure [trade name], a compar	ny registered in [■ ■ ■ ■], ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■].
Our a	address is [address].	
You a	are: Anyone who uses Oui I ■ ■ ■ ■ .	Website or buys any
lt is ı	now agreed as follows:	
1.	Definitions	
	"Detailed Specification"	means the written specification of the Work you have instructed us to do,
	"Documentation"	means the instruction manuals user guides and other documentation agreed • • • • • • • • • • • • • • • • • •
	"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; detailed and including, among others, patents, trademarks, unregistered marks,
	"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the [name]
	"Price"	means the price for our Services as set

"Services"		means all of the services available from Our Website, $\blacksquare \blacksquare \blacksquare$.
"Work"		means the work we do to provide the $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
Inte	rpretation	
In this	s agreement unless	the context otherwise requires:
2.1.		gender shall include any or all genders and a ngular may be interpreted
2.2.	•	erson includes a human individual, a corporate entity on
2.3.	-	ermission, "may not" in connection with an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	the headings to the convenience ■ ■	e paragraphs to this agreement are inserted for
2.5.		either party not to do or omit to do something tion not to allow some
2.6.	[except where stat from this ■ ■ ■ ■ ■ ■	ed otherwise,] any obligation of any person arising
2.7.	as including the es	a reference to costs or expenses shall be construed stimated cost of management time of •••••••••••••••••••••••••••••••••••
2.8.	these terms and co	onditions apply to all supplies of Services by us.
2.9.	conflict in meaning	made only in the English language. If there is any between the English language version of this y version or ••••••••••••••••••••••••••••••••••

2.

■ .

3. Basis of contract

3.1.	In entering into this contract you have not relied on any representation or information from any source except the ••••••••••••••••••••••••••••••••••
3.2.	If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do ■ ■ ■ ■
3.3.	Subject to these terms and conditions, we agree to complete the Work and to provide to you some or all of the Services
3.4.	You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services you
3.5.	So far as we allow use of our Intellectual Property, we grant a licence to you,
	■ ■ ■ .
3.6.	Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website.
3.7.	The contract between us comes into existence when we receive
OR	
3.8.	The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.
3.9.	We do not offer the Services in all countries. We may refuse to supply a Service if •••••••••••••••••••••••••••••••••••

3.10.	and use Our Website and to download and print a small part of the content. This licence is conditional not only on your compliance with all of the terms of	
		••••••
3.11.	only sul Website	of our Services are now or may in future, be available to you bject to additional terms. Those terms will be set out on Our e. You now agree that
		,
3.12.	which is	ve you free access to a Service or feature on Our Website s normally a charged feature, and that Service or feature is subject
3.13.		y change this agreement and / or the way we provide the es, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	3.13.1	the change will take effect when we post \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	3.13.2	you agree to be bound by any changes. If you do not agree to be bound by them,
OR		
	3.13.3	we will give you notice of the change. If you do not accept the change, we will refund the money
	2 12 1	if you make any payment for Services or goods in the future,
	3.13.4	you will do so under
	3.13.5	to this agreement when you access Our Website or use the Services
OR		

3.14. Our contract terminates on the earliest of:

	3.14.1 our completion of any Work or Service for which you have paid us. If there is any doubt as to when $\blacksquare \blacksquare \blacksquare$
	3.14.2 our having worked for the amount of time for which you have paid us,
3.15.	You do not become a client for the time when after completion of one piece of work we start another. Each piece of Work is a new retainer which terminates when that Work is done. If we should give advice on the same
3.16.	There is no contract between us for any free Service, so you do not become a client by using any free Service and we are not
3.17.	Services will be delivered by your free download, by e-mail or .
3.18.	You agree that you are bound by these terms (or the latest version of them) for all future contracts with , , , , , , , , , , , , ,
Pric	e and payment
4.1.	Prices for business Services are exclusive of any applicable goods and services tax or other sales tax. Prices for Services which
4.2.	The Price of any Service may be changed by us at any
4.3.	Chargos for Sorvices are
ᢋ.ა.	Charges for Services are
4.4.	When we do not provide fixed charges for the Service, we will charge by the hour. In

4.

	4.5.	Estimates of
	4.6.	Payment will be due to •••••[•••••]•••••
	4.7.	Payment may be made by credit • • • • • • • • • • • • • • • • • • •
	4.8.	If we do not receive payment within • • • • • • • • • • • • • • • • • • •
	4.9.	It is possible that the Price may have increased from that posted • • •
	4.10.	Bank charges by the receiving bank on payments to us
	4.11.	Any details given by us in
5.	Sec	urity of your credit card
	We ta	ke care = = = = = = = = = = = = = = = = = = =
	5.1.	Card payments are not processed through pages controlled by us.
	5.2.	If you have asked us to remember your credit card details in readiness for your next purchase
		•••••

6. Service provision

6.1.	The Se	rvices are listed and described on Our Website. Once you
	••••	.,
6.2.		r to provide • • • • • • • • • • • • • • • • • • •
	6.2.1	access to the ••••• [••••]•••••
	6.2.2	access to the
	6.2.3	information and confirmation from you on any
	6.2.4	[more]
6.3.	The pro	ovision of our Service relies on a schedule of Work. If you are ■
6.4.		rvices will be delivered by [edit to the code or content of \blacksquare \blacksquare \blacksquare \blacksquare
		/,///
6.5.		re not able to provide you Services within [10] ■ ■ ■ ■ ■ ■ ■ ■
6.6.	provisio	et to the provisions set out in paragraph 5; once Service on has

	6.7.	If we have started to Work for you and you cancel this contract,
	OR	
	6.8.	All monies paid by you to us are non-refundable and
	6.9.	You may not share • • • • • • • • • • • • • • • • • • •
7.	For	eign taxes, duties and import restrictions
	7.1.	If you are not in Australia,
	7.2.	You are responsible for purchasing Services which you are
8.	Rep	presentative liaison
	8.1.	With effect from entering into this agreement [or your acceptance of these terms = = = = = = = = = = = = = = = = = = =
		8.1.1 organising monthly meetings • • • • • • • ;
		8.1.2 providing all information and Documentation
	8.2.	Each month our representative will prepare a progress report on ■ ■ ■

9.	Wor	k management procedure
J.	9.1.	We shall
	9.2.	You will within [seven days] of receipt of the Detailed Specification either
	9.3.	We shall take account of all reasonable comments and/or requests for
	9.4.	The process described above will be • • • • • • • • • • • • • • • • • •
10.	Con	tent of Detailed Specification
	The D	Detailed
	10.1.	[list = = = = = = = = = = = = = =].
	10.2.	details of each commonly accepted standard which
11.	Diss	satisfaction with the Services
	11.1.	If for any reason you are not completely • • • • • • • • • • • • • • • • • • •
	OR	
	11.2.	Our most important task is to ensure your absolute satisfaction. We will always strive to reach

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	_	enter the text = = = = = = = = = = = = = = = = = = =
12.	War	ranty as to compliance with standards / ISO, etc
		100]
		repayment of money paid to us by asking your credit card provider to credit back a
		You now agree that you commit a breach of this contract if you seek
	AND	
	11.4.	The procedure for complaints about our Services is set out on • • •
	OR	
	11.3.	To do this, it is a second sec
		11.2.5 your suggestion as to an second secon
		11.2.4 the result of the failure;
		11.2.3 when and how you discovered the failure;
		11.2.2 the date, ••••••;
		11.2.1 exactly why you think we have failed;

13. Confidentiality

13.1.	Both parties are aware that in the course of our Work for you either of us will
13.2.	We both now undertake for ourselves and every employee, or subcontractor whose services we may use both
13.3.	For the purposes of your above undertaking, (
13.4.	Each of us now undertakes to the other to make all relevant employees, agents and sub-contractors
13.5.	Each of us now undertakes to the other that for the period of 12 months following completion of
13.6.	The provisions of the last previous sub paragraph
Intel	lectual Property

14.

	14.2.	notify us • • • • • • • • • • • • • • • • • •
	14.3.	;
	14.4.	
	14.5.	
	14.6.	
		14.6.1
		14.6.2
		14.6.3
		14.6.4
	14.7.	••••
15.	Disc	claimers and limitation of liability
	15.1.	•.
	15.2.	

15.3.	■ ■ ■ ■	
	15.3.1	useful to you;
	15.3.2	of satisfactory quality;
	15.3.3	fit for a particular purpose;
	15.3.4	
15.4.		• • .
15.4.		
	•.	
15.5.		
	••••	
	15.5.1	
	15.5.2	delivery of content, material or any message;
	15.5.3	privacy of any transmission;
	15.5.4	;
	15.5.5	
	15.5.6	
	15.5.7	
	15.5.8	;
15.6.		;

		12
	15.7.	,
	15 Q	
	15.6.	
		15.8.1 indirect or consequential loss; or 15.8.2
	15.9.	
	15.10	
		•••
	15.11	
16.	Inde	emnity
	•••	:
	16.1.	;
	16.2.	your breach of this agreement;
	16.3.	

17. Termination

17.1. This agreement may be terminated:

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17.1.1 when the Work has been delivered to you.

17.1.2

17.1.3

17.1.4

(2017

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

 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare . 2) \blacksquare \blacksquare \blacksquare 2017 .

17.2.

18. Miscellaneous matters

18.1.

18.2.

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18.3.								 						_
10.3.														
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18.4.								 		1				
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18.5.								 		1				
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	18.5.1							 						
	10.0.1													
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	18.5.2				• • •			 						
			■ ;											
	18.5.3						■ , 1	 	-					
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	18.5.4	issue a	a claim	in an	y cou	rt.								
40.0					•									
18.6.														
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40.7														
18.7.														
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18.8								 						
10.0.														
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18.9.												
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10.10.				■ ■ , ■								
18.11.												
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10 10												
10.12.												
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10.10										-		
16.13.		 										
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18.14.

Explanatory notes:

Terms and conditions template: professional consultancy business

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms

We use

You might decide to change to

"Services"

You might decide to change to

"Services" "Super Hosting" / "Pro Accounting" / "■■■■■■

"Our Website" "The Jones Site" / "■■■■■■"

But if you do change the defined word, make sure it applies to every use

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the

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 been carefully considered in the context of this agreement and has been included for a purpose. Many of them strengthen the framework within which the \blacksquare \blacksquare \blacksquare \blacksquare

	•••••
3.	Basis of contract
	It is rarely as easy to define the limits of a service compared with selling goods. You can give a precise specification for a tonne of 10 cm ■ ■ ■ ■ ■ ■
	Is your buyer using your IP? When do you want to be bound to the deal? Do you want to know more about him first? Will you do business with him ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	?
4.	Price and payment
	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 for payment for work • • • • • • • • • • • • • • • • • • •
5.	Security of your credit card
	This paragraph is more for information than contractual commitment. We have included it here because many users E E E E E E E E E E E E E E ,
	•••••
	For payment you may have various alternatives like I I I I I I I I I I I I I I I I I I
6.	Service provision
	Edit to comply with exactly what information or other involvement you require from your client; how you will " = = = " = = = = = ; = = = = = = = = =
7	Foreign taxes, duties and import restrictions

	We suggest you leave this paragraph as it is. It will help to protect you
8.	Representative liaison
	Whether or not you need this paragraph depends entirely on your business. Some
9.	Work management procedure
	This is an example procedure. It is a mistake to tie yourself down too precisely in this document because you may wish to change
10.	Content of Detailed Specification
	This is no more than a space for you to enter what you
11.	Dissatisfaction with the Services
	Service provision is unlikely to be perfect 100% of the
12.	Warranty = = = = = = = = = = = = = = = / = = = , = = = =
	Enter if relevant. Otherwise delete.
13.	Confidentiality
	We have included this paragraph because a business has so many secrets ■
14.	Intellectual property
	Few business managers appreciate just how much IP is owned ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	The question of who
15.	Disclaimers and limitation of liability
	The law is complicated and much depends on the
	2010
	You will see that we have also included in the provision for ■ ■ ■ ■ ■ ■ ■ ■
16.	Indemnity
	We suggest no edits.
17.	Termination
	It is after termination that conflicts
18.	Miscellaneous matters
	A number of special points. We have identified each of these as

End of notes