Bookkeeping services agreement

The Company: [name]

And

The Client: [name]

Date: [Date]

This agreement is dated: [date]

The Company is: [name]

Of   [address] (the "Company") a company registered in the Republic   ,   [   ].

The Client is: [name]

Of   [address] (the "Client"), a company registered in the Republic   ,   [   ].

It is now agreed as follows:

1.   Definition

The following definitions apply in this agreement:

"Accounting Application"	means a computerised application, accounting software, online web-based software programme [enter short] 1 .
"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 the Company to the Client in the terms of

.

"Services"   means the services to be provided

.

"Working Week"   means the period   [
].

2.   Interpretation

In this agreement unless the context otherwise requires:

2.1.   a reference to one gender shall include any or

.

2.2.   in connection with any benefit given by   ,

,   .

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
conflict in meaning between the English language version of this
agreement

,

.

,

.

2.8. nothing in this agreement shall create a partnership,

,

.

2.9. neither party shall have, nor represent that it   ,

,

.

3. The Services and contract

3.1. For the payments specified and subject to

,

("   ):

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   )

/   ,

;

3.1.7 liaising with officials in Income Tax   ,

;

3.1.8 daily backing up and securing

.

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3.1.9   such other tasks which
'book -   .

3.1.10 [more]

OR

3.2.   For the payments specified and subject to the terms of this agreement,

2

.

3.3.   The Services shall be provided so

[   ]   .

3.4.   The Company may enter into multiple

.

4.   The rate of remuneration and hours to be worked

4.1.   For the Services, the

[   ]   .

4.2.   Payment shall be made on

.

OR

4.3.   The Company shall be paid the

.

4.4.   The days and hours to be worked in any

.

4.5.   Goods and services

.

5. Warranties

5.1. The Client shall provide accurate, timely

.

5.2. The Company will provide a competent,

:

    5.2.1   [name of Company's training programme certificate]

    5.2.2   [Diploma in bookkeeping]

    5.2.3   [more]

6. Confidentiality

6.1. Both parties are aware and agree that from

.

6.2. They now undertake for themselves and every employee or sub-contractor whose services they may use both

(

)   .

6.3. Without prejudice to the generality of the rest of this paragraph, the

.

6.4. Each party hereby undertakes to the other to make all relevant employees agents and contractors

.

7. The Licence

7.1. The Client acknowledges that the Company owns all right, title and

.

7.2. The Licence is:

7.2.1 not sub-licensable;

7.2.2 non-exclusive;

7.2.3 for a term during which this contract is   .

.

7.2.4 restricted to use
              8   .

7.3. The fee for

.

7.4.

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7.5.

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7.6.

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7.7.

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7.8.

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7.9.

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8. Limitation of liability

8.1.

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)   :

8.1.1

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8.1.2

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8.2.   ,
‘

.

8.3.

[12]

.

8.4.

,

(

)

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8.5.

.

OR

[

].

9.   Infringement of rights in the Accounting Application

9.1.

.

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

[28]

,

10.2.2

[30]

,

10.2.3

,

,

-

(
).

10.3.

.

11. Miscellaneous matters

11.1.

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11.2. ,

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11.3.

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11.4.

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11.5.

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11.6. -

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11.7.

-            .

It shall be deemed to have been delivered:

:

;

:

72   ;

-

-            :   24

-

. [

-            .   ,

].

11.8.

,

.

11.9.

,

.

11.10.

.

11.11.   ,

.

Signed by [signatory name]

For and on behalf of the Company

Signed by [signatory name]

For and on behalf of the Client

Schedule 1 Description of the Accounting Application

Schedule 2 Description of the Services

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
.

4.   If you have no special software widget to bring to the contract, just
.

5.   For the sake of good order, we point out that this licence has no relevance to third party software. Of course, your
.

Paragraph specific notes:

Drafting notes, using the document 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

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generic term. The document would read better

. .

By all means use the search/replace function in your word processor to change defined terms. If

,

.

Remember too, that when a word or phrase is defined, the defined

,

.

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   .

.

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

-      .   .

6.   Confidentiality

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

It is
.

Schedule 2 Description of the Services

Provide the details
3 . 1 .

End of notes