

IN-TCpro01

Terms and conditions template: professional consultancy business; includes licence for supporting product or systems

Terms and Conditions

“we” are: [name] [which is a trade name of] [company name], [Company Identification Number incorporated in the Republic of], : [/] : [].

“you” are: any person who uses Our Website or buys

1. Definitions

“Computer”	includes any work station, electronic
“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, , , .
“Copy or Publish”	with reference to a Licensed Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, ,
“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 which
“Future Deal”	means any agreement or arrangement made after today whereby we agree that you may use any system,
“Intellectual Property”	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain

names, discoveries, creations and inventions, together with

“Know-how”	means methods, procedures and ways of working and organising which are
“Licence”	means the licence granted us to you in the terms of this
“Licence Fee”	means the sum or sums payable for the
“Licensed Product”	means any product, material or thing offered for licence by us on Our Website, including the Software, and whether or not bought by you. A reference to “Product” shall be a
“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 [our name] group of
“Post”	means place on or into Our Website any Content or material
“Services”	means all of the services available from Our Website,
“Software”	means the software which constitutes the Licensed Product or which provides any electronic function
“Work”	means the environmental assessment services we provide as

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall :

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.4. in the context of permission, "may not" in connection with an
- 2.5. [\[except where stated otherwise\]](#), any obligation of any person arising from this
- 2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.7. a reference to an act or regulation includes new law of substantially the same
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified
- 2.9. all money sums mentioned in this agreement are calculated net of GST, which
- 2.10. these terms and conditions apply to all supplies of Services by us to you.
- 2.11. 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. We represent, warrant and guarantee that we have the full right, power and authority to licence and distribute the Licensed Product, including all the [\[images, photos, animations, audio and video components,](#)
, , ,]
- 3.2. You confirm that you have power to enter into this agreement [\[and have](#)]
- 3.3. You accept responsibility for compliance with the laws and importation procedures of your jurisdiction which might affect your right to import, export or use the Software,
- 3.4. This agreement contains the entire agreement between us and supersedes all previous
- 3.5. Conditions, warranties or other terms implied by statute or common law in any country, are excluded
- 3.6. We both acknowledge that, in entering into this agreement, we do not rely on any representation, warranty, information
- 3.7. In entering into this contract you have not relied on any representation or information from any source except the
- 3.8. As an exception to the last previous sub paragraphs, the parties do rely :

[\[Enter list of other docs and dates](#)]

4. Basis of contract

- 4.1. Subject to these terms and conditions, we agree to complete the Work and to provide to you some or all of the Services

- 4.2. 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.
- 4.3. We do not offer the Services in all countries. We may refuse to provide Services if
- 4.4. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that
- 4.5. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject
- 4.6. [We may change this agreement and / or the way we provide the Services,](#)
 - 4.6.1 [the change will take effect when we Post](#)
 - 4.6.2 [you agree to be bound by any changes. If you do not agree to be bound by them,](#)

[OR](#)

- 4.6.3 [we will give you notice of the change. If you do not accept the change, we will refund the money](#)
- 4.6.4 [if you make any payment for Services or Goods in the future, you will do so under](#)

[OR](#)

- 4.7. [Our contract terminates on the earliest of:](#)
 - 4.7.1 [our completion of any Work or Service for which you have paid us. If there is any doubt as to when](#)

- 4.7.2 [our having worked for the amount of time for which you have paid us,](#)
- 4.8. As a result you are not a client for the time between our completing one piece of work for you and starting another. Each piece of work is a new retainer which terminates when that work is done. If we should give advice on the
- 4.9. 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
- 4.10. You agree that you are bound by these terms (or the latest version of them) for all future contracts with us,

5. Grant of Licence

- 5.1. We do not offer the Licence in all countries.
- 5.2. [Subject to payment of the Licence Fee \[from time to time,\] and to](#)
[\[\]](#)
[\[\]](#)
]].

[OR](#)

- 5.3. [The Licence shall be for](#)
[,](#)
[,](#)
- AND
- 5.4. If any renewal payment is not made before the annual renewal date, we may
- 5.5. The Licence is non-exclusive,
 - , -

5.6. No express or implied licence of the Licensed

5.7. If and whenever the parties agree to a Future Deal, the terms

5.8. If any information you give to us ,

5.9. [\[Every publication or appearance](#) []].

6. Restrictions on Use of Licensed Product

You agree that you will not:

6.1. use the Licensed Product for any purpose or in any way except as you selected

, , , ;

6.2. use a Licensed Product in part , ;

6.3. separate the component parts ;

6.4. reverse engineer, , ;

6.5. sub-license, rent , , ;

6.6. Copy or Publish ;

6.7. represent or give the ;

6.8. remove any identification or reference number

7. Copying the Licensed Product

7.1. Every publication or appearance of a Licensed Product on a website must be protected as

“

7.2. You may install and use one copy of the Software on a single Computer. You may

7.3. The primary user of the Computer on which

7.4. You must not install the Software on more than two Computers and you

7.5. If you have bought multiple licences of the Software, you may make the number of additional copies of

AND/OR

7.6. Despite the above ,
:

7.6.1 once for the purpose of system maintenance

;

7.6.2 to a contractor of yours whose contract is to work on the project or purpose for which you have bought the Licensed Product.

8. Freedom to transfer

8.1. You may permanently transfer

8.1.1 you retain no copies;

8.1.2 you transfer all of the Licensed Product (

);

8.1.3 within 14 days of any transfer, the

OR

8.2. You may not assign, delegate, sub-contract,

8.3. you may assign and transfer all your rights and obligations under this agreement

9. U.S. Government end users

[Product name] is a "commercial item" as that term is defined at 48 C.F.R.

2.101. Consistent with 48 . . . 12 . 212 48

. . . 227 . 7202 - 1 227 . 7202 - 4 ,

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10. Price and payment

10.1. Prices for business Services are exclusive of any applicable

10.2. The price of any Service may be changed by us at any

10.3. Payment will be due

10.4. Payment may be made by credit

10.5. If we do not receive payment within

10.6. It is possible that the price may have increased from that posted

10.7. Banking charges by the receiving bank on payments to us

10.8. Any details given by us in

11. Service provision

11.1. The Services are listed and described on Our Website. Once you

11.2. In order to provide

11.2.1 access to the [] ;

11.2.2 access to the ;

11.2.3 information and confirmation from you on any

11.2.4 [\[more\]](#)

11.3. The provision of our Service relies on a schedule of Work. If you are

11.4. Our Services will be delivered by [\[edit to the code or Content of](#)
/
/ , /

11.5. If we are not able to provide your Services within [\[10 \]](#)

11.6. [\[Once Service provision has started, you may cancel the](#)
21

].

[OR](#)

11.7. [If we have started to Work for you and you cancel this contract,](#)

[OR](#)

11.8. [All monies paid by you to us are non-refundable and](#) /

11.9. You may not share

12. Security of your credit card

12.1. We will take care to make Our Website safe for you to use. Card

12.2. If you have asked us to remember your credit card details in readiness for your next purchase

13. Renewal payments

13.1. At least [four] weeks before expiry of the period for which you have paid, we shall

13.2. At any time before expiry of your subscription, you may

“ ”
[]

13.3. At expiry of your [Our Name] subscription we shall automatically take payment from

[]

14. Payment on running credit account

This paragraph applies

14.1. On request, we will supply

14.2. Our accounting system will automatically charge interest

[1]

14.3. If money due remains overdue after one month, the rate charged by the us will be [1 . 5]

15. Indemnity

You agree to indemnify us

15.1. your failure

15.2. your breach of this agreement;

15.3. any act, neglect

15.4. a contractual claim

15.5. a breach

16. Security of Our Website

You now agree that

16.1. modify, copy, or cause damage

16.2. link to Our Website in any way that would cause the appearance

- ;
- 16.3. download any part , ;
- 16.4. collect or use , , ;
- 16.5. collect or use any information obtained ;
- 16.6. aggregate, copy or duplicate in any manner any of the Content , ;
- 16.7. share with a .

17. Representative liaison

17.1. With effect from today we and you will each nominate

:

17.1.1 organising [\[monthly\]](#) ;

17.1.2 providing all information and Documentation

17.2.

[]

18. Work management procedure

18.1.

18.2.

18.3.

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18.4.

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19. Content of Detailed Specification

()

19.1. []

19.2.

20. Dissatisfaction with the Services

20.1.

30

AND / OR

20.2.

OR

20.3.

20.3.1 exactly why you think we have failed;

20.3.2 , , ;

20.3.3 when and how you discovered the failure;

20.3.4 the result of the failure;

20.3.5

20.4. ,

OR

20.5. .

AND

20.6. , .
([000] 1st 2011) [000]

21. Confidentiality

21.1.

21.2.

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21.3.

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21.4.

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21.5.

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21.6.

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22. Intellectual Property

You agree that at all times you will:

22.1.

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22.2.

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22.3.

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22.4.

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22.5.

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22.6.

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22.6.1

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22.6.2

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22.6.3

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22.6.4

23. Disclaimers and limitation of liability

23.1.

23.2.

23.3.

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“

23.3.1 useful to you;

23.3.2 of satisfactory quality;

23.3.3 fit for a particular purpose;

23.3.4

23.4.

23.5.

23.6.

12

23.7.

[0000].

23.8.

23.8.1 indirect or consequential loss; or

23.8.2

23.9.

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23.10.

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23.11.

24. Termination

This agreement may be terminated:

24.1.

24.2.

[35] ;

24.3.

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24.4.

25. Miscellaneous matters

25.1.

25.2.

25.3.

25.4.

25.5.

25.5.1

25.5.2

25.5.3 cancel any order at our discretion;

25.5.4 issue a claim in any court.

25.6.

25.7.

25.8.

25.9.

It will be deemed to have been delivered:

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24 ; :
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25.10.

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25.11.

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25.12.

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25.13.

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Explanatory notes:

Terms and conditions template: professional consultancy business; includes licence for supporting product or systems

Paragraph specific notes:

Notes following the numbered paragraphs

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
Goods	Services / Dolls / Software / Furniture
Services	Super Hosting / Pro Accounting / Our Advisory Service
Our Website	The Jones Site / the Site

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

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

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

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, let them be listed

4. 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 brass screws to a specified design. You cannot do that when you sell services.

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

?

?

The provision for incorporating terms for an additional service may need

5. Grant of Licence

This paragraph contains a menu of items. Here you should not merely decide which item applies, but use our sub-paragraphs to construct the package of business terms you require. It is unlikely

6. Restrictions on Use of Licensed Product

This paragraph provides technical restrictions which are applicable in particular to software. If you delete

7. Copying the Licensed Product

This paragraph applies to a software-related product. Edit to suit the

8. Freedom to transfer

This paragraph requires no explanation. Treat

9. U.S. Government end users

We respectfully suggest that you take our word for the requirement to leave this provision in

10. Price and payment

This paragraph must tie in with the basis of contract. Either you take money via your website or you send out bills, or both. You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies

We have provided for payment for work

11. Service provision

Edit to comply with exactly what information or other involvement you require from your client; how you will “ ” ;

12. Security of your credit card

This short paragraph is intended primarily to re-assure your customer or client that you are careful with his

13. Renewal payments

This paragraph is required only if you sell by subscription.

Provision of this info is evidence of permission to debit your card but does not alone permit

14. Payment on running credit account

There is no need to write into your terms, your requirements for giving credit. First, you need absolute flexibility and second, it is not a contractual matter

but a concession by you. The only contractual part is the charging of interest. Most customers assume that if they go over by a

This provision will be most useful when a customer

The mention of “not a penalty” is necessary because a higher rate of

15. Indemnity

A simple but wide indemnity to

16. Security of Our Website

Many service providers will not need

17. Representative liaison

Whether or not you need this paragraph

18. Work management procedure

This is an example procedure. It is a mistake to tie

19. Content of Detailed Specification

This is no more than a

20. Dissatisfaction with the Services

Service provision is unlikely to be perfect 100% of the

If you have decided to use

21. Confidentiality

We have included this paragraph because a business has so many secrets

22. Intellectual property

Few business managers appreciate just how much IP is owned

The question of who

23. Disclaimers and limitation of liability

We have specified

You will see that we have also included in the provision for

24. Termination

It is after termination that conflicts

25. Miscellaneous matters

We have made sense of a number of special points which most lawyers manage to spin

End of notes