

IN-TCpro03

Terms and conditions template: professional consultancy business; includes terms of sale 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], [/] [].

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

1. Definitions

“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, , , .
“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
"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
“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,

“Supporting Products” means any physical product we supply in

“Work” means the work we do to provide the

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
 , [[000]].
- 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 from
- 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. In entering into this contract you have not relied on any representation or information from any source except the

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

OR

4.3. *Our charge is based on the increase in sales of your [product / service] for the period for which you*

4.4. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services you

4.5. So far as we allow use of our Intellectual Property, we grant a licence to you,

4.6. *The contract between us comes into existence when we receive*

OR

4.7. *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.*

4.8. We do not offer the Services in all countries. We may refuse to provide Services if

4.9. 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

4.10. 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

4.11. We may change this agreement and / or the way we provide the Services,

4.11.1 the change will take effect when we Post

4.11.2 you agree to be bound by any changes. If you do not agree to be bound by them,

OR

4.11.3 we will give you notice of the change. If you do not accept the change, we will refund the money

4.11.4 if you make any payment for Services or Services in the future, you will do so under

OR

4.12. Our contract terminates on the earliest of:

4.12.1 our completion of any Work or Service for which you have paid us. If there is any doubt as to when

4.12.2 our having worked for the amount of time for which you have paid us,

4.13. 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

4.14. 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

4.15. You agree that you are bound by these terms (or the latest version of them) for all future contracts with us,

5. The Price

5.1. The price payable for Services / an item that you order are

OR

5.2. The Price is as set out

OR

5.3. Prices are as set out in Schedule []

AND

5.4. Once agreed, the Price for the Services shall remain fixed for [xx months]

5.5. The price charged for any service may differ from one country to another. You may not be entitled to

5.6. Prices are inclusive of any applicable

5.7. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us

5.8. Prices for business Services are exclusive of any applicable

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

6. Payment

6.1. You will pay all sums due to

6.2. Payment will be due

6.3. Payment may be made by credit

6.4. If we do not receive payment within

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

6.6. Any details given by us in

7. Acceptance of your order

This paragraph applies to Services

7.1. your order

AND EITHER

7.2. [nothing that we do or say will amount to any acceptance of your offer](#)

];

[OR](#)

7.3. we shall accept your order [-].

8. If you buy our Services as a consumer

This paragraph

8.1. Subject to the further provisions below, if

8.2. if it was urgent that we should start to provide the Services immediately after we

8.3. you have no right

8.4. you have no right to

8.5. you have no right to return soft copy

9. If you buy Supporting Products from us as a consumer

9.1. You may cancel your order for any Supporting Product only if you cancel your

OR

9.2. Details of our after-sales

9.3. [The option to

9.3.1 perishable;

9.3.2 made or altered to your specification;

9.3.3 shrink wrapped or otherwise sealed

;

9.3.4 newspapers or magazines].

9.4. You may cancel your order at any time before we have despatched

9.5. You may cancel your order at any time before

9.6. You must return the Supporting Products to us within a further fourteen

[

9.7. You are responsible for the cost of returning them.

9.8. you must return them to us in the same condition

9.9. To assist us in identifying your Supporting Products on receipt

[] /

9.10. If you fail to return the Supporting Products, within 14

9.11. We will refund your money 14

9.12. This paragraph does not

10. Supporting Products returned

These provisions apply in the

10.1. We do not accept returns unless you buy as a consumer,

10.2. Before you return a product to us, please carefully re-

10.3. The Supporting Products must

10.4. So far , :

10.4.1 with both Supporting Products ;

10.4.2 securely wrapped;

10.4.3 including our delivery slip;

10.4.4 at your risk and cost.

10.5. [The procedure for return of Supporting Products is set out on](#)

OR

10.6. [You must tell us by email message to \[address\] you that you would like to return Supporting Products, specifying exactly what Supporting Products](#)

OR

10.7. [Detailed instructions for returning a faulty item are on our web site at \[URL\].](#)

10.8. In returning faulty items please enclose

10.9. If we agree

10.9.1 refund the cost of return carriage;

10.9.2 repair or replace the item as we choose.

11. Security of your credit card

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

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

12. Service provision

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

12.2. In order to provide

12.2.1 access to the []

12.2.2 access to the

12.2.3 information and confirmation from you on any

12.2.4 [\[more\]](#).

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

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

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

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

21

].

[OR](#)

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

[OR](#)

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

12.9. You may not share

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. Foreign taxes, duties and import restrictions

14.1. If you are not in the Republic of ,

14.2. You are responsible for purchasing Services which you are

15. Representative liaison

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

:

15.1.1 organising [monthly] ;

15.1.2 providing all information and Documentation

15.2. Each month our representative will prepare a progress report on

[]

16. Work management procedure

16.1. We shall prepare the Detailed Specification for

16.2. You will within [\[seven days\]](#) of receipt of the Detailed Specification either

16.3.

/

16.4.

()

17. Content of Detailed Specification

():

17.1. [].

17.2.

18. Dissatisfaction with the Services

18.1.

30

AND / OR

18.2.

OR

18.3.

18.3.1 exactly why you think we have failed;

18.3.2 , , ;

18.3.3 when and how you discovered the failure;

18.3.4 the result of the failure;

18.3.5

18.4.

OR

18.5.

AND

18.6.

[000]

19. Confidentiality

19.1.

19.2.

19.3.

19.4.

19.5.

12

19.6.

20. Intellectual Property

You agree that at all times you will:

20.1.

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20.2.

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20.3.

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20.4.

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20.5.

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20.6.

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20.6.1

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20.6.2

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20.6.3

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20.6.4

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20.7.

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21. Disclaimers and limitation of liability

21.1.

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21.2.

21.3.

21.3.1 useful to you;

21.3.2 of satisfactory quality;

21.3.3 fit for a particular purpose;

21.3.4

21.4.

21.5.

21.6.

12

21.7.

[0000].

21.8.

21.8.1 indirect or consequential loss; or

21.8.2

21.9. () , , , , .

21.10. [] .

21.11. .

22. Termination

This agreement may be terminated:

22.1. .

22.2. [35] ;

22.3. () .

22.4. .

23. Miscellaneous matters

23.1.

23.2.

23.3.

23.4.

23.5.

23.5.1

23.5.2

23.5.3 cancel any order at our discretion;

23.5.4 issue a claim in any court.

23.6.

23.7.

23.8.

23.9.

It will be deemed to have been delivered:

:

;

72 ; :

24 ; :

- : 24

-

[

-

]

23.10.

23.11.

23.12.

, [].

23.13. ,

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Explanatory Notes:

Terms and conditions template: professional consultancy business; includes terms of sale 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 Services or services. It therefore helps you to obtain their business if your terms

We use	you might decide to change to
Services	Services / Dolls / Software / Furniture
Services	SuperHosting / ProAccounting / 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 Services. 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. The Price

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

6. Payment

We cannot guess at your payment system. Treat

7. Acceptance of your order

Establishes the contract. Get it wrong and you may be committed to business you do not want. Worse, you could find that your customer is bound to nothing.

This is very important in an Internet contract because there are so many places in the buying procedure where it could be

you hold your customers Products; or

every piece of advertising or information on

a customer could claim Products

goods are provided later

Make quite sure that this paragraph accurately reflects the way you do business. It is most important to make sure this provision ties in

8. If you buy our Services

If you sell only to businesses

9. If you buy Supporting

The first sub paragraph will cover most occasions of the supply of services. However we have provided a full “ ”

10. Supporting Products returned

you should edit it to comply

11. Security of your credit card

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

12. Service provision

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

13. Renewal payments

This paragraph is required only

Provision of this info is evidence of permission

14. Foreign taxes, duties and import restrictions

Delete if not required.

15. Representative liaison

Whether or not you need this

16. Work management procedure

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

17. Content of Detailed Specification

This is no more than a

18. Dissatisfaction with the Services

Service provision is unlikely to be perfect 100% of the

If you have decided to use

19. Confidentiality

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

20. Intellectual property

Few business managers appreciate just how much IP is owned

The question of who

21. Disclaimers and limitation of liability

We have given you very strong

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

22. Termination

It is after termination that conflicts

23. Miscellaneous matters

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

End of notes