

NZ-SGAbv10

Book-keeper terms and conditions

This agreement is dated: [date]

The Contractor is: [name]

of [address] (the " - ")

The Client is: [name]

of [address] (the "Client"), [a company registered
, []]

It is now agreed as follows:

1. Definitions:

"Accounting Application" means a computerised application, accounting software, online web-based software programme
[enter short]
1 .

"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage

information about staff, their performance and

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ,

information created or arising from this agreement;

information, comment or implication published on

"Intellectual Property" means the Accounting Application together with all rights that

"Licence" means the licence granted by book-keeper to the Client in the terms of

"Services" means the services to be provided

"Working Week" means the period beginning on a [\[Monday\]](#)].

2. Interpretation

In this agreement unless the context otherwise requires:

- 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 paragraph or schedule is to a paragraph or schedule to this agreement unless the context
- 2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.4. any agreement by either party not to do or
- 2.5. a reference to the knowledge, information, belief or awareness
- 2.6. nothing in this agreement shall create a partnership,

3. The Services and contract

- 3.1. [For the payments specified and subject to](#)

- 3.1.1 maintaining agreed ;
- 3.1.2 invoicing and payment control;
- 3.1.3 completing and submitting GST returns;
- 3.1.4 Completing monthly reconciliations of all financial records;
- 3.1.5 Managing the security of all data;

OR

- 3.2. For the payments specified and subject to the terms of this agreement, the -
2

- 3.3. The Services shall be provided so [] .

4. Use of sub-contractors

The Book-keeper may perform his obligations - [] :

- 4.1. has first obtained the written consent of the Client to the - .

OR

- 4.2. the Book keeper must first obtain the written - ;
- 4.3. remains liable for the performance of this contract;
- 4.4. indemnifies the Client fully against any loss

OR

4.5. So far as work under this [].

5. The rate of remuneration and hours to be worked

5.1. For the Services, the Book- \$ [] .

5.2. Payment shall be made on .

OR

5.3. The Book-keeper shall be paid .

5.4. The days and hours to be worked in any week -

6. Warranties

6.1. The Client shall provide accurate, timely and -

6.2. The Book- [] .

7. Confidentiality

7.1. Both parties are aware and agree that from .

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

(

)

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

-

.

7.4. Each party hereby undertakes to the other to make all relevant employees, agents and sub-

.

8. The Licence

8.1. The Client acknowledges that the Book-keeper owns all right,

.

8.2. The Licence is:

8.2.1 not sub-licensable nor assignable;

8.2.2 non-exclusive;

8.2.3 limited in time to

;

8.2.4 restricted to

.

8.3. The fee for

.

8.4. The Client may not allow any other person to

.

8.5. No express or implied licence of the Accounting

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8.6. The Client may use the Accounting

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8.7.

8.8.

8.9.

9. Limitation of liability

9.1.

(
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9.1.1

;

9.1.2

9.2.

,
'Event

9.3.

[12]

9.4.

,
(
)

9.5.

10. Infringement of rights in the Accounting Application

10.1.

10.2.

10.2.1 immediately stop using the Accounting Application;

10.2.2

10.3.

11. Termination

12. Miscellaneous matters

12.1.

12.2.

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12.3.

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12.4.

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12.5.

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12.6.

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12.7.

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12.8.

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12.9.

It shall be deemed to have been delivered:

12.10.

12.11.

12.12.

Signed by [\[signatory name\]](#)

For and on behalf of the Book-keeper

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:

Book-keeper terms and conditions

General notes:

1. What is the accounting application?

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

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 ,

Of course, it is vital to identify what is yours at the outset, no matter

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

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

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

generic term. The document would read

By all means use the search/replace function in your word processor to change defined terms. If you do change a defined term, make sure it

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. Each of these items has been carefully considered

3. The Services and contract

Somewhere the work specification must be set out clearly. This is important not only because it is the subject matter of the contract.

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. Use of sub-contractors

The book-keeper may need to use employees or sub-contractors for any number of reasons. Even if the Client thinks he is buying the services

5. The rate of remuneration and hours to be worked

Set down your specific arrangements. Remember to avoid creating a

6. Warranties

It is the basic and sole responsibility of the client to

We have also provided a place for you to set down the

7. Confidentiality

We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard

8. The Licence

If you are

We have given you

9. Limitation of liability

We suggest no change.

10. Infringement of rights in the Accounting Application

This paragraph

11. Termination

This paragraph deals with the typical terms of termination

12. Miscellaneous matters

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

Schedule 1: Description of the Accounting Application

It is

.

Schedule 2: Description of the Services

Provide the details

3 . 1 .

End of notes