

NZ-TCpro01

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

Terms and Conditions

These are the terms and conditions subject to which we allow you to use Our Website. By visiting or using Our Website, or

,

We are [trade name], a company registered in [], [].

Our address is [address]

GST Registration Number: [number]

You are: Anyone who uses Our Website or buys any

It is now agreed as follows:

1. Definitions

"Device"	Includes a computer, any work station,
"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
"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 all 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

	.
	- , ,
	.
“Know-how”	means methods, procedures and ways of working and organising which are
	.
“Licence”	means the licence granted by 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
	.
“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 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 either 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 , [\$ 200] .
- 2.9. these terms and conditions apply to all supplies of Services by us to you. .
- 2.10. 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 license and distribute the Licensed Product, including all the [images, photos, animations, audio and video components,
 - 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. 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. In entering into this contract you have not relied on any representation or information from any source except the
 - 3.7. 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 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. 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 ,
- 4.9. The price of any Service or Licence Fee may be changed by us at any time. We will never change a price so as to affect the .
- 4.10. 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 .
- 4.11. You agree that you are bound by these terms (or the latest version of them) for all future contracts with ,

5. Price and payment

- 5.1. Prices for business Services are exclusive of any applicable goods .
- 5.2. Charges for Services are .
- 5.3. When we do not provide fixed charges for the Service, we will charge by the hour. In , , - , [].
- 5.4. Estimates of .
- 5.5. Payment will be due to [] .
- 5.6. Payment may be made by credit , .

- 5.7. If we do not receive payment within ,
- 5.8. It is possible that the price may have increased from that posted
- 5.9. Bank charges by the receiving bank on payments to us will
- 5.10. The Licence Fee

OR

- 5.11. The Licensed Product is supplied to \$ [100]
100]. \$ [100]
- 5.12. Any details given by us in

6. Grant of Licence

- 6.1. We do not offer the Licence in all countries .
- 6.2. You acknowledge that [Our name] owns all right,
- 6.3. Subject to payment of the Licence Fee [from time to time,] and to
[] ,
[]
]].

OR

- 6.4. The Licence shall be for , ,

AND

6.5. If any renewal payment is not made before the annual renewal date, we may

6.6. The Licence is non-exclusive, - , -

6.7. No express or implied licence of the Licensed

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

6.9. If any information you give to us ,

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

7. Restrictions on use of Licensed Product

You agree that you will not:

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

7.2. use a Licensed Product in part , ;

7.3. separate the component parts ;

7.4. reverse engineer, , ;

- 7.5. sub-license, rent , , ;
- 7.6. Copy or Publish ;
- 7.7. represent or give the ;
- 7.8. remove any identification or reference number

8. Copying the Licensed Product

- 8.1. Every publication or appearance of a Licensed Product on a website must be protected as
 ,
 . “
 ”
- 8.2. You may install and use one copy of the Software on a single Device. You may
 ,
 ,
 .
- 8.3. The primary user of the Device on which
 .
- 8.4. You must not install the Software on more than two Devices and you must
 . [
].
- 8.5. If you have bought multiple Licences of the Software, you may make the number of additional copies of
 ,
 .

AND/OR

8.6. Despite the above ,
:

8.6.1 once for the purpose of system maintenance

;

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

.

,

.

.

9. Freedom to transfer

9.1. You may permanently transfer

, :

9.1.1 you retain no copies;

9.1.2 you transfer all of the Licensed Product (

,

,

);

9.1.3 within [14] days of any transfer,

.

OR

You may not assign, delegate, sub-contract, mortgage, charge or otherwise
transfer any of your rights and obligations under this

,

,

.

10. Renewal payments

10.1. At least [four](#) weeks before expiry of the period, for which you have paid a Licence ,

10.2. At any time before expiry of your Licence, you may “

” [

10.3. At expiry of your Licence we shall automatically take payment from your credit

11. 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 ,
 . . . [

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. [\[Subject to the foregoing provisions set out in paragraph five; once Service](#)

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. Security of your [credit card]

We will take

13.1. Card payments are not processed through pages controlled by us.

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

14. Indemnity

You agree to indemnify us

14.1. your failure

14.2. your breach of this agreement;

14.3. any act, neglect

14.4. a contractual claim

14.5. a breach

15. Security of Our Website

If you violate

You now agree that

15.1. modify, copy, or cause damage

;

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

;

15.3. download any part

;

15.4. collect or use

;

15.5. aggregate, copy or duplicate in any manner any of the

;

15.6. share with a

.

16. Representative liaison

16.1.

[

]

:

16.1.1

[]

;

16.1.2

.

16.2.

[]

.

17. Work management procedure

17.1.

17.2. []

17.3. /

17.4. ()

18. Content of Detailed Specification

()

18.1. []

18.2.

19. Dissatisfaction with the Services

19.1.

, [30]

AND / OR

19.2.

,

OR

19.3.

19.3.1 exactly why you think we have failed;

19.3.2 , , ;

19.3.3 when and how you discovered the failure;

19.3.4 the result of the failure;

19.3.5

19.4. ,

OR

19.5.

AND

19.6.

(\$[50] 1st 2016) \$ [100]

20. Confidentiality

20.1.

‘
.’

20.2.

-

‘

(

)

‘

20.3.

‘
(

)

‘

20.4.

‘

-

‘

-

‘

20.5.

12

‘

20.6.

‘

‘

21. Intellectual Property

You agree that at all times you will:

21.1.

;

21.2.

;

21.3.

;

21.4.

;

21.5.

;

21.6.

,

;

21.6.1

,

;

21.6.2

;

21.6.3

,

;

21.6.4

.

22. Disclaimers and limitation of liability

22.1.

.

.

22.2.

,

.

,

,

,

,

.

22.3. “

”.

:

22.3.1 useful to you;

22.3.2 of satisfactory quality;

22.3.3 fit for a particular purpose;

22.3.4 , , .

22.4.

.

22.5.

.

22.6.

,

12

.

22.7.

, , \$ [1 , 000].

,

,

.

22.8.

:

22.8.1 indirect or consequential loss; or

22.8.2 , , , .

22.9. () , , , .

,

,

.

22.10.

,

[].

22.11.

23. Termination

This agreement may be terminated:

23.1.

23.2.

[35]
;

23.3.

(
).

23.4.

24. Miscellaneous matters

24.1.

24.2.

24.3.

24.4.

24.4.1

24.4.2

24.4.3 cancel any order at our discretion;

24.4.4 issue a claim in any court.

24.5.

24.6.

24.7.

24.8.

- .

It will be deemed to have been delivered:

;

72 ;

- : 24

. [

].

24.9.

,

24.10.

.

24.11.

, [].

24.12.

,

.

Explanatory notes:

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

Paragraph specific notes:

Drafting 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
“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

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 in Kiev? What is he allowed to take from your website? We have given you a

5. 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

6. 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

7. Restrictions on use of Licensed Product

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

8. Copying the Licensed Product

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

9. Freedom to transfer

This paragraph requires no explanation. Treat

10. 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

11. U.S. Government end users

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

12. Service provision

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

13. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users

For payment you may have various alternatives like

14. Indemnity

We suggest no edits.

15. Security of Our Website

Many service providers will not need this paragraph. If your client has

16. Representative liaison

Whether or not you need this paragraph

17. Work management procedure

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

18. Content of Detailed Specification

This is no more than a

19. Dissatisfaction with the Services

Service provision is unlikely to be perfect 100% of the

If you have decided to use

20. Confidentiality

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

21. Intellectual property

Few business managers appreciate just how much IP is owned

The question of who

22. Disclaimers and limitation of liability

Reduces the chance of a successful

The law is complicated and much depends

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

23. Termination

It is after termination that conflicts

24. Miscellaneous matters

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

End of notes