

NZ-TCpro02

Terms and conditions template: professional consultancy business

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

“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 agreed

"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,

“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 [name].

“Price” means the price for our Services as set

“Services” means all of the services available from Our Website,

“Work” means the work we do to provide the

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 person includes a human individual, a corporate entity and any organisation
- 2.3. in the context of permission, “may not” in connection with an , “ ”.
- 2.4. the headings to the paragraphs to this agreement are inserted for convenience
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some ;
- 2.6. [except where stated otherwise,] any obligation of any person arising from this ;
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of , [\$ 200].
- 2.8. these terms and conditions apply to all supplies of Services by us. They .
- 2.9. 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. Basis of contract

- 3.1. In entering into this contract you have not relied on any representation or information from any source except the
- 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. Subject to these terms and conditions, we agree to complete the Work and to provide to you some or all of the Services
- 3.4. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services you
- 3.5. So far as we allow use of our Intellectual Property, we grant a licence to you,
- 3.6. Our contract with you and licence to you last for [\[one year from the date of start / payment\]](#). Any continuation by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website.
- 3.7. [The contract between us comes into existence when we receive](#)

[OR](#)

- 3.8. [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.](#)
- 3.9. We do not offer the Services in all countries. We may refuse to supply a Service if
- 3.10. Subject to all the terms in this agreement, we authorise you to access and use Our Website and to download and print a small part of the

content. This licence is conditional not only on your compliance with all of the terms of

3.11. 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

3.12. 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

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

3.13.1 the change will take effect when we post

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

OR

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

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

3.13.5 to this agreement when you access Our Website or use the Services

OR

3.14. Our contract terminates on the earliest of:

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

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

3.15. 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

3.16. 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

3.17. Prices for business Services are exclusive of any applicable goods and services tax or other sales tax. Prices for Services which

3.18. The Price of any Service may be changed by us at any time. But we will never change a Price so as to affect

3.19. Services will be delivered by your free download, by e-mail or

3.20. You agree that you are bound by these terms (or)

4. Price and payment

4.1. Prices for business Services are exclusive of any applicable goods

4.2. The Price of any Service may be changed by us at any

- 4.3. Charges for Services are .
- 4.4. When we do not provide fixed charges for the Service, we will charge by the hour. In , , - , , [].
- 4.5. Estimates of .
- 4.6. Payment will be due to [] .
- 4.7. Payment may be made by credit , .
- 4.8. If we do not receive payment within , .
- 4.9. It is possible that the Price may have increased from that posted . , .
- 4.10. Bank charges by the receiving bank on payments to us will .
- 4.11. Any details given by us in .

5. Security of your **[credit card]**

We take care .

- 5.1. **Card payments are not processed through pages controlled by us.**

5.2. [If you have asked us to remember your credit card details in readiness for your next purchase](#) , .

6. Service provision

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

6.2. In order to provide

6.2.1 access to the [] ;

6.2.2 access to the ;

6.2.3 information and confirmation from you on any

6.2.4 [\[more\]](#)

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

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

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

6.6. [\[Subject to the provisions set out in paragraph 5; once Service provision has](#) ,

].

OR

6.7. If we have started to Work for you and you cancel this contract,

,

OR

6.8. All monies paid by you to us are non-refundable and /

6.9. You may not share

7. Foreign taxes, duties and import restrictions

7.1. If you are not in New Zealand, ,

7.2. You are responsible for purchasing Services which you are

8. Representative liaison

8.1. With effect from entering into this agreement [or your acceptance of these terms]

:

8.1.1 organising monthly meetings at

;

8.1.2 providing all information and Documentation

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

[]

9. Work management procedure

9.1. We shall

9.2. You will within [seven days] of receipt of the Detailed Specification either

9.3. We shall take account of all reasonable comments and/or requests for

9.4. The process described above will be

()

10. Content of Detailed Specification

The Detailed ():

10.1. [list].

10.2. details of each commonly accepted standard which

11. Dissatisfaction with the Services

11.1. If for any reason you are not completely

OR

11.2. Our most important task is to ensure your absolute satisfaction. We will always strive to reach

11.2.1 exactly why you think we have failed;

11.2.2 the date, , ;

11.2.3 when and how you discovered the failure;

11.2.4 the result of the failure;

11.2.5 your suggestion as to action

11.3. To do this, it is

OR

11.4. The procedure for complaints about our Services is set out on

AND

11.5. You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to _____,

(\$ 50

1st 2016) \$ [100]

12. Warranty as to compliance with standards / ISO, etc

[Here enter the text

].

13. Confidentiality

13.1. Both parties are aware that in the course of our Work for you either of us will

, , .

13.2. We both now undertake for ourselves and every employee, or sub-contractor whose services we may use both

,

()

.

13.3. For the purposes of your above undertaking,

() .

13.4. Each of us now undertakes to the other to make all relevant employees, agents and sub-contractors

, - .

13.5. Each of us now undertakes to the other that for the period of 12 months following completion of

.

13.6. The provisions of the last previous sub paragraph

, .

14. Intellectual Property

You agree that at all times you will:

14.1. not cause or permit

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14.2.

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14.3.

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14.4.

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14.6.

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14.6.1

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14.6.2

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14.6.3

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14.6.4

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14.7.

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15. Disclaimers and limitation of liability

15.1.

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15.2.

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15.3.

15.3.1 useful to you;

15.3.2 of satisfactory quality;

15.3.3 fit for a particular purpose;

15.3.4

15.4.

15.5.

15.5.1

15.5.2 delivery of content, material or any message;

15.5.3 privacy of any transmission;

15.5.4

15.5.5

15.5.6

15.5.7

15.5.8

15.6.

12

15.7.

\$[1 , 000].

15.8.

15.8.1 indirect or consequential loss; or

15.8.2

15.9.

()

15.10.

[].

15.11.

16. Indemnity

16.1.

16.2. your breach of this agreement;

16.3. , ,
 , .

17. Termination

This agreement may be terminated:

17.1. when the Work has been delivered to you.

17.2. [35]
 ;

17.3. [30]
 ;

17.4. ,

(
).

17.5. .

18. Miscellaneous matters

18.1. , - ,
 .

18.2.

18.3.

18.4.

18.4.1

18.4.2

18.4.3

18.4.4 issue a claim in any court.

18.5.

18.6.

18.7.

18.8.

- .

It will be deemed to have been delivered:

;

;

72 ;

- : 24

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- . ,

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18.9.

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18.10.

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18.11.

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18.12.

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18.13.

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Explanatory notes:

Terms and conditions template: professional consultancy business

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

“Services”

“Our Website”

You might decide to change to

“SuperHosting” / “Pro Accounting” / “

“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

3. **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

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

?

?

4. **Price and payment**

You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies a precise procedure and point in time when a final invoice may be sent.

We have provided for payment for work

5. **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

6. **Service provision**

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

7. **Foreign taxes, duties and import restrictions**

We suggest you leave this paragraph as it is. It will help to protect you

8. **Representative liaison**

Whether or not you need this paragraph depends entirely on your business.
Some

9. **Work management procedure**

This is an example procedure. It is a mistake to tie yourself down too precisely
in this doc because you may wish to change

10. **Content of Detailed Specification**

This is no more than a

11. **Dissatisfaction with the Services**

Service provision is unlikely to be perfect 100% of the

12. **Warranty**

Enter if relevant. Otherwise delete.

13. **Confidentiality**

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

14. **Intellectual property**

Few business managers appreciate just how much IP is owned

The question of who

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15. Disclaimers and limitation of liability

The law is complicated and much depends

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

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16. Indemnity

We suggest no edits.

17. Termination

It is after termination that conflicts

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18. Miscellaneous matters

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

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End of notes