

NZ-TCpro03

Terms and conditions template: professional consultancy business; includes terms of sale 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

“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 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

“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,

“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 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 licence and distribute the Supporting 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 of the Supporting Product,
- 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

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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

OR

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

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

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

- 4.5. The contract between us comes into existence when we receive

OR

- 4.6. 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.

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

- 4.8. 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

- 4.9. 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

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

4.10.1 the change will take effect when we post

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

OR

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

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

OR

4.11. Our contract terminates on the earliest of:

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

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

4.12. 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

4.13. 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

4.14. The price of any Service or Supporting Product may be changed by us at any time. We will never change a price so as to affect the

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

5. The Price

5.1. The price payable for Services / any Supporting Product that you order

OR

5.2. The Price is as set out

OR

5.3. Prices are as set out in Schedule []

5.4. Charges for Services are

5.5. When we do not provide fixed charges for the Service, we will charge by the hour. In , , - , []

5.6. Estimates of

5.7. Once agreed, the Price for the []

5.8. The price charged for any service may differ from

5.9. Prices are inclusive of

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

6. Payment

6.1. You will pay all sums due to

- ,

6.2. Payment will be due to

[]

6.3. Payment may be made by credit

,

6.4. If we do not receive payment within

,

6.5. Bank charges by the receiving bank on payments to us will

6.6. Any details given by us in

7. Acceptance of your order

This paragraph applies to Services

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7.1. your order

;

AND EITHER

7.2. nothing that we do or say will amount to any acceptance of your offer

. [

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7.3. we shall accept your order

[-].

8. Supporting Products returned

These provisions apply in the

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8.1. We do not accept returns unless there was a

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8.2. [Before you return a Supporting Product to us, please carefully re -](#)

,

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8.3. The Supporting Product must be returned

[15].

8.4. So far , :

8.4.1 with both Supporting Product

;

8.4.2 securely wrapped;

8.4.3 including our delivery slip;

8.4.4 at your risk and cost.

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

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,

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[OR](#)

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

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[OR](#)

8.7. Detailed instructions for returning a faulty Supporting Product are on Our Website at [URL]. Please

8.8. In returning faulty items please enclose

8.9. If delivery was made to a New Zealand , 1986
1993 .

8.10. If we agree , :

8.10.1 refund the cost of return carriage;

8.10.2 repair or

9. Security of your [credit card]

We take care

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

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

10. Service provision

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

10.2. In order to provide

, :

10.2.1 access to the []

;

10.2.2 access to the

;

10.2.3 information and confirmation from you on any

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10.2.4 [\[more\]](#)

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

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

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

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10.6. [\[Subject to the foregoing provisions, once Service provision has started,](#)

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[OR](#)

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

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[OR](#)

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

10.9. You may not share

11. Foreign taxes, duties and import restrictions

11.1. If you are not in New Zealand,

11.2. You are responsible for purchasing Services which you are

12. Representative liaison

12.1. With effect from entering into this agreement [\[or your acceptance of these terms\]](#)

12.1.1 organising [\[monthly\]](#)

12.1.2 providing all information and Documentation

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

[]

13. Work management procedure

13.1. We shall prepare the Detailed Specification for

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

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

13.4. The process described above will be
()

14. Content of Detailed Specification

The Detailed ():

14.1. [\[List](#)].

14.2. details of each commonly accepted standard which

15. Dissatisfaction with the Services

15.1. If for any reason you are not completely
, [30],

AND / OR

15.2. [If for any reason you are not completely happy](#)

[OR](#)

15.3. [Our most important task is to ensure your absolute satisfaction. We will always strive to reach](#)

15.3.1 exactly why you think we have failed;

15.3.2 the date, , ;

15.3.3 when and how you discovered the failure;

15.3.4 the result of the failure;

15.3.5

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15.4. ,

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OR

15.5.

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AND

15.6.

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

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16. Confidentiality

16.1.

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16.6.

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17. Intellectual Property

You agree that at all times you will:

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17.2.

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17.6.1

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18. Disclaimers and limitation of liability

18.1.

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18.2.

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18.3.

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18.3.1 useful to you;

18.3.2 of satisfactory quality;

18.3.3 fit for a particular purpose;

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18.8.

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18.8.1 indirect or consequential loss; or

18.8.2 ,
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18.9. ()
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18.10.

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18.11.

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19. Indemnity

- 19.1. ;
- 19.2. your breach of this agreement;
- 19.3. , ;
- 19.4. .

20. Termination

This agreement may be terminated:

- 20.1. .
- 20.2. [35] ;
- 20.3. ,
- ().
- 20.4. .

21. Miscellaneous matters

21.1.

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21.2.

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21.4.1

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21.4.2

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21.4.3 cancel any order at our discretion;

21.4.4 issue a claim in any court.

21.5.

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21.6.

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21.7.

21.8.

It will be deemed to have been delivered:

21.9.

21.10.

21.11.

21.12.

Explanatory Notes:

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

	.	/
	:	.
We use	you might decide to change to	
“Goods”	“Exercise machine” / “Software in DVD” / “	”
“Services”	“SuperHosting” / “ProAccounting” / “	”
“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 services. 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

?

?

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. **Supporting Products returned**

We have added for your convenience provisions for returning which

9. **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

10. **Service provision**

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

11. Foreign taxes, duties and import restrictions

Delete if not required.

12. Representative liaison

Whether or not you need this

13. Work management procedure

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

14. Content of Detailed Specification

This is no more than a

15. Dissatisfaction with the Services

Service provision is unlikely to be perfect 100% of the

If you have decided to use

16. Confidentiality

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

17. Intellectual property

Few business managers appreciate just how much IP is owned

The question of who

18. Disclaimers and limitation of liability

The law is complicated and much depends

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

19. Indemnity

We suggest no edits.

20. Termination

It is after termination that conflicts

21. Miscellaneous matters

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

End of notes