

Consultant Agreement

[Project name]

[Your Company Pty Ltd]

[Client Pty Ltd]

Details

Effective Date	[insert date]
Client (you)	[Client Pty Ltd] (ABN [Client ABN]) of [Client address] [Drafting note: if multiple parties, list each and duplicate and update the signature blocks at the end for the other client parties to sign] If there are more than one client parties, each is jointly and severally liable.
Client Representative	[Client representative details, name, email, phone] The person acting on your behalf
Consultant (us, we)	[Your Company Pty Ltd] (ABN [your ABN]) of [Your company address]
Project	[Project name, site address, etc]
Key Dates	[Commencement date, end date, other agreed milestone dates]
Fee	The amount you will pay to us for the Services: [insert fee breakdown for stages as set out in the Proposal] Reimbursable Expenses (cost plus 10%): [insert items or write Not Applicable] Payment terms: 10 business days after receipt of our tax invoice. Interest on late payment: 10% All amounts are exclusive of GST.
Services	The work to be provided by us to you in accordance with this Agreement: [Services scope or say "Described in Schedule" and add a new page called Schedule and write the specification document, revision and date]
Rely Upon Information	The information provided by you that we may rely upon in performing the Services: [List of documents, revisions, dates]
Personnel	[Name and details of the person/people doing the work]
Special Conditions	[insert or write Not Applicable]

Agreement terms

It is agreed

1. Engagement

(a) This Agreement is:

- (i) effective from the Effective Date; and
- (ii) that of independent contractor, and not a partnership, employment, JV or agency.

2. Obligations

(a) You will:

- (i) give us timely directions, instructions, decisions and information; and
- (ii) obtain all approvals, access, licences and permits to enable us to provide the Services.

(b) We:

- (i) will use our best efforts to complete the Services in accordance with the Key Dates, and all reasonable directions;
- (ii) are entitled to use and rely upon the Rely Upon Information in designing and providing the Services;
- (iii) provide our work solely for your benefit and if you provide it to a third party it is your risk;
- (iv) will exercise the degree of skill, care and diligence normally exercised by members of the profession performing similar services; and
- (v) will re-perform any defective Services notified to us within 12 months of the completion of the Services as your sole and exclusive remedy for defective Services.

3. Liability

- (a) Our total aggregate liability to you arising out of or in connection with this Agreement is limited to the Fee.
- (b) Neither party is liable for any indirect or consequential loss which includes loss of revenue, production, value, contract or opportunity, profit, financing cost, replacement power, asset value or pollution or environmental harm impact.

4. Variations and directions

(a) We will

- (i) notify you within a reasonable time of any matter that will change the scope or timing of the Services and provide particulars of the change and a cost estimate;
- (ii) not commence work on any Variation until the cost and time impact are agreed.

5. Fee and payment

- (a) You will pay us the Fee and Reimbursable Expenses at the times and in the manner set out in the Details.
- (b) We will issue a tax invoice for the Fee at the end of each calendar month, at the times set out in the Proposal, or for unpaid Fees at the date of suspension or termination of the Services.
- (c) The tax invoice will include appropriate records and supporting documents.