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CONSULTANCY AGREEMENT

THIS CONSULTANCY AGREEMENT made on 23/02/2007

BETWEEN

LawLive Pty Ltd [ACN: 123 456 789] having its registered office at 1 Smith Street Sydney NSW 2000 (hereinafter called "**the Company**") of the First Part;

AND

Sample Company Pty Ltd [ACN: 123456789] a Company duly incorporated under the Corporations Law and having its registered office at 18 Jones St Sydney 2000 (hereinafter called "**the Consultant**") of the Second Part;

AND

Frank Smith (hereinafter called "**the Employee**") of the Third Part.

THIS CONSULTANCY AGREEMENT is made on 23/02/2007

PARTIES

BETWEEN: **LawLive Pty Ltd [ACN: 123 456 789]** having its registered office at 1 Smith Street Sydney NSW 2000 (hereinafter called "**the Company**") of the First Part;

AND: **Sample Company Pty Ltd [ACN:123456789]** a Company duly incorporated under the Corporations Law and having its registered office at 18 Jones St Sydney 2000 (hereinafter called "**the Consultant**") of the Second Part;

AND: **Frank Smith** (hereinafter called "**the Employee**") of the Third Part.

RECITALS:

- A.** The Company is engaged in developing, creating and/or consulting with its Customers on lawlive Pty. Ltd. provides legal documentation to its clients..
- B.** The Consultant is in the business of providing the Consulting Services as set out in Schedule One ("**the Consulting Services**").
- C.** The Company's Consulting Services are to be provided by the Consultant.
- D.** The Employee is a full time employee of the Consultant and the Consultant has agreed to make available the Employee to the Company for the purposes of the carrying out of the Consulting Services.

NOW BY THIS CONSULTANCY AGREEMENT it is agreed as follows:-

1. DEFINITIONS

1.1. In this Agreement the following words and phrases shall have the following

meanings:-

“**Agreement**” means this Consultancy Agreement.

“**Appointment**” means appointment of the Consultant by the Company as set out in Clause 2 of this Agreement.

“**Company’s Facilities**” is not limited to but includes all premises of the Company, equipment, data bases, resources and vehicles used and/or owned by the Company.

“**Company’s Business**” means the business described in recital A and any other business that the Company or any other Related Entity of the Company might at any time in the future during the Term conduct.

“**Computer Policy**” means the Computer Policy of the Company as set forth in Schedule Three hereto.

“**Confidential Information**” means all information of whatsoever kind or nature including:-

- (a) all information in whatsoever form that the Consultant obtains because of this Consultancy or because of the provision of the Consulting Services and whether such information is contained in a document, or in any Software, or is conveyed orally or is obtained by the Consultant through observation; and
- (b) all other information which is by its nature confidential to the Company and/or to the Company’s Business and/or to any Customer of the Company; or
- (c) all information in any document or software, Object Code or Source Code that is marked or contained in a package or envelope that is marked "Strictly Confidential", "Confidential", "Secret", "Not to be Disclosed", "Private" or otherwise uses words which indicate that the Company or any other person regards the information as being of a confidential nature; or
- (d) all oral, written, recorded information and/or databases concerning the Company, the Company’s Business, Customer information and Customer and/or client lists, Products and/or any intellectual property.
- (e) all other information or know how in any form whatsoever concerning the Company’s Business or Customers that is disclosed to the Consultant and or

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the Employee or otherwise learnt by the Consultant and/or the Employee during the Term.

But does not include any information that is or becomes generally available to the industry or becomes or is in the public domain other than as a result of a disclosure directly or indirectly by the informed party or its representatives.

“Consulting Fees” means the fees set forth in Schedule Two and includes GST (if applicable).

“Consulting Services” means the services provided by the Consultant being the services as set forth in Schedule One of this Agreement and all such other consulting services as may be agreed upon in writing by the Company and the Consultant during the Term.

“Customer Confidential Information” means any information which is provided to the Company and/or to the Consultant and/or the Employee by either the Company and/or by the Customer and which the Company and/or the Customer stipulates is confidential to the Company and/or the Customer, or which bears on its face or is otherwise marked "Strictly Confidential", "Confidential", "Secret" or "Not to be Disclosed" or otherwise uses other such words or which information by its very nature indicates that the Company and/or the Customer regards the information as being of a confidential or commercially sensitive nature.

“Customers” means past, present and future Customers of the Company.

“Extension of Term” means any extension of the Term as may be agreed upon by the Parties in writing and commencing immediately upon the expiry of the Term.

“GST” means Goods and Services Tax as defined under a *New Tax System (Goods and Services Tax) Act 1999* (Cth) (**“the GST Act”**). Where any GST is payable, the Party making the supply shall provide a tax invoice unless the tax invoice belongs to a class of tax invoices that the Commissioner has determined in writing may be issued by the recipient of a taxable supply under the GST Act. The Parties will, if necessary, at all times be fully and effectively registered for GST.

“Intellectual Property” means all inventions, copyrights, designs and patents in any products.

“Law” means all acts, statutes, regulations, by laws, common law, equity and includes Federal and State Laws as may be enacted or amended from time to time within Australia.

“Notice” means notice in writing including those conveyed by facsimile, letter, email and telex and conveyed in accordance with the provisions of this Agreement.

“OH & S” means Occupational Health and Safety.

“Parties” means the Parties to this Agreement and shall include their lawful successors and assigns. Any reference to a Party will include, where applicable, any subsidiary controlled by a Party or by the same persons who control that Party.

“Person” means any body that is recognised at Law in the Territory whether it be a natural person, entity or corporation.

“Products” means all the products that the Company sells or provides to its Customers and includes all goods and services of whatsoever kind or nature that form part of the Company’s Business.

“Related Entity” has the meaning given to it in Section 9 of the Corporations Act 2001.

“Software” means any and all computer software of whatsoever kind or description.

“Tax Invoice” is an invoice from the Consultant to the Company that complies with the GST Act.

“Term” The period from the date hereof until the completion of the Project Plan or until 31/03/2007 or until either Party terminates the Appointment as provided in this Agreement.

“Territory” means the whole of Australia.

“Unsatisfactory Conduct” means any conduct by the Consultant and/or the Employee that constitutes a serious breach of this Agreement or which, in the reasonable opinion of the Company may bring the Products, any Customer, or the Company into disrepute or harm of any kind, or involves any misuse of the Company’s Facilities or involves accessing, viewing or downloading or sending any material that is pornographic, defamatory or untrue, misleading or deceptive or does

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