

## CHECKLIST: CONSULTANCY/CONTRACTOR AGREEMENT

This checklist lists basic information required for a consultancy/contractor agreement. It is not necessarily complete, as particular circumstances may require different/extra information. Some of the questions may require our advice for proper interpretation and response. If you would like us to draft or review a consultancy/contractor agreement for you, please complete the checklist (so far as you can) and send it to us.

### Client

Client's full name

Client's ACN or ABN

Client's registered office address

Client's contact name

Client's telephone no.

Client's facsimile no.

Is the client a sole director and sole secretary company?

Yes / No

Is the client the trustee of any trust?  
If yes, please provide the following in respect of each trust:

Yes / No

- (a) A copy of the trust deed.
- (b) Copies of all deeds amending the trust deed.
- (c) Copies of all deeds of retirement and appointment of trustee.

### Consultant

Consultant's full name

Consultant's ACN or ABN

Consultant's registered office address

Consultant's contact name

Consultant's telephone no.

Consultant's facsimile no.

Is the consultant a sole director and sole secretary company?

Yes / No

Is the consultant the trustee of any trust?  
If yes, please provide the following in respect of each trust:

Yes / No

(a) A copy of the trust deed. (b) Copies of all deeds amending the trust deed. (c) Copies of all deeds of retirement and appointment of trustee.	
If the consultant has a holding company, please provide its: (a) Full name. (b) ACN or ABN.	
Please provide the nominated executive's: (a) Full name. (b) Residential address.	
<b>Client's business</b>	
Please provide a short (one or two word) description of the client's business.	
Please describe the nature of client's undertaking.	
<b>Conditions precedent</b>	
Please provide details of any conditions that must be fulfilled before the consultant commences in the consultancy.	
<b>Term of agreement</b>	
When is the consultancy to start?	
How long is the consultancy to continue?	
<b>Consultant's obligations</b>	
Please provide details of the consultant's specific duties/job responsibilities.	
What office(s) is/are the consultant to have in the client (e.g., director, secretary)?	
What insurances is the consultant required to have?	
<b>Client's obligations</b>	
What are to be the client's obligations (including provision of equipment & staff)?	
<b>Remuneration</b>	

What retainer is to be paid to the consultant?	
What fee is to be paid for the consultant providing additional executives?	
For what period will the additional fee rate apply?	
For what acts is commission to be payable?	
What rate of commission is to be paid?	
Please provide details of any applicable bonus scheme.	
What profit share (if any) is the consultant to be paid?	
For how long is payment of the consultant's retainer to continue if the nominated executive is ill or temporarily disabled?	
<b>Expenses</b>	
What is to be the consultant's expenses authority?	
<b>Leave</b>	
How many weeks per year may the nominated executive be on leave?	
<b>Discoveries</b>	
Who is to own discoveries made by the nominated executives during the term of the consultancy?	
<b>Termination</b>	
How much notice will be required by either party to terminate the agreement?	
What are to be the consequences of termination of the agreement?	
<b>Non-competition</b>	
Please provide a description of any business with which the consultant and the nominated executive is to be prohibited from competing after the consultancy ends.	
What is to be geographical area to which the prohibition applies?	
What length of non-competition period	

(in months or years) is to apply at the end of the consultancy?	
What percentage of shares in publicly listed competitors is the consultant or the nominated executive to be permitted to be hold?	