

CHECKLIST: SERVICES AGREEMENT

This checklist lists basic information required for a services 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 services agreement for you, please complete the checklist (so far as you can) and send it to us.

Contractor

Contractor's full name

Contractor's ACN or ABN

Contractor's registered office address

Contractor's contact name

Contractor's telephone no.

Contractor's facsimile no.

Is the contractor a sole director and sole secretary company?

Yes / No

Is the contractor the trustee of any trust?

Yes / No

If yes, please provide the following in respect of each trust:

- (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.

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?

Yes / No

If yes, please provide the following in respect of each trust:

- (a) A copy of the trust deed.

<p>(b) Copies of all deeds amending the trust deed.</p> <p>(c) Copies of all deeds of retirement and appointment of trustee.</p>	
Term, renewal & termination of the agreement	
When is the services agreement to start?	
<p>Is the services agreement to continue:</p> <p>(a) For a specified term (if so, please specify the end date); or</p> <p>(b) Until terminated by either party giving notice to the other?</p>	
<p>Is the services agreement to be renewable:</p> <p>(a) At option of the client at the end of a fixed term; or</p> <p>(b) Automatically if not terminated by either party at the end of a fixed term?</p>	
<p>If the agreement is to be renewable, is it to be renewable for:</p> <p>(a) The same term as the previous term; or</p> <p>(b) A different period?</p>	
<p>How much notice is required to be given:</p> <p>(a) To exercise the option of renewal (if any); or</p> <p>(b) To terminate the agreement?</p>	
Basis of provision of services	
<p>Are the contractor's services to be provided:</p> <p>(a) On a continuous basis at predetermined rates, invoiced periodically; or</p> <p>(b) Only as required and on the basis of written quotes and/or orders (if so, please specify which); or</p> <p>(c) On some other basis (if so, please specify)?</p>	
Quoting, ordering and acceptance	

What procedure is to be adopted for quoting, ordering and acceptance?	
If services are to be provided on the basis of written quotes and/or orders, is the agreement to perform the work to be made upon: (a) Acceptance by the contractor; or (b) Acceptance by the client?	
Is the contractor to have the right to refuse/require modification of an order placed by the client?	
What procedure is to be adopted in case of a time/budget/cost overrun?	
Is the contractor to have the right to charge extra in case of a time/budget/cost overrun?	
Is a sample order form to be attached to the agreement?	
Services to be provided	
Is the range of services to be provided: (a) To be specified exhaustively in the agreement; or (b) To be listed in a separate document (if so, please provide a copy); or (c) To be defined from time to time as necessary in a quote/an order form?	
Please provide details of the services to be provided.	
Service location	
Are the services to be provided: (a) At the contractor's premises; or (b) At the client's premises; or (c) Elsewhere (if so, please specify)?	
Time parameters	
What time parameters are to apply to the provision of the services?	
Are the time parameters to be specified:	

<p>(a) In the agreement; or</p> <p>(b) In quotes; or</p> <p>(c) In order forms; or</p> <p>(d) In another document (if so, please specify)?</p>	
What rules are to apply regarding the contractor and the client scheduling work under the agreement?	
What are to be the consequences of the client requesting rescheduling or cancellation of the work?	
Reports	
What reports is the contractor to be required to provide and to whom?	
How frequently must the contractor provide those reports?	
Client's obligations	
<p>What are to be the client's obligations, e.g, provision of:</p> <p>(a) Access;</p> <p>(b) Equipment;</p> <p>(c) Staff;</p> <p>(d) Other (please specify)?</p>	
Contract managers	
Are the contractor and the client to be required to appoint contract managers to represent them respectively?	
Acceptance of contractor's work	
What procedure (if any) is to apply for acceptance of the contractor's work by the client?	
Contractor's charges	
<p>Are the services to be charged for:</p> <p>(a) At rate(s) specified in the contract; or</p> <p>(b) At rate(s) specified in a separate document (e.g., a price list); or</p> <p>(c) On the basis of quotes to be provided as necessary; or</p> <p>(d) On some other basis (if so, please specify)?</p>	

Please provide full details of applicable rates.	
Do the contractor's charge rates include GST or is GST to be added to the stated rates?	
If the contractor's charge rates are to be variable, how much notice must be given to vary them?	
Expenses	
<p>Is the client to be required to pay the contractor's expenses in addition to its service charges? If so, what expenses are to be recoverable, e.g.:</p> <p>(a) All expenses, as incurred; or</p> <p>(b) All expenses, subject to prior written approval by the client; or</p> <p>(c) Specified expenses, e.g.:</p> <p>(i) Travel;</p> <p>(ii) Accommodation;</p> <p>(iii) Meals;</p> <p>(iv) Communications;</p> <p>(v) Equipment hire;</p> <p>(vi) Consumable supplies;</p> <p>(vii) Other (please specify).</p>	
Prepayments	
<p>Will the client be required to pay:</p> <p>(a) A deposit on signing the agreement or on placing an order (if so, please specify the amount or percentage); or</p> <p>(b) A regular periodical sum in advance (if so, please specify the period and the amount); or</p> <p>(c) Any other prepayment (if so, please provide details)?</p>	
Invoices	
At what intervals are invoices to be rendered by the contractor?	
Within what period must the client pay the contractor's invoices?	
Will interest be payable in case of late payment? If so, please specify the	

interest rate (e.g., a specified number or a reference to a financial institution's rate).	
Insurance	
<p>What insurances is the contractor required to have, e.g.:</p> <p>(a) Public liability;</p> <p>(b) Professional liability;</p> <p>(c) Product liability;</p> <p>(d) Workers compensation;</p> <p>(e) Other (please specify)?</p> <p>In each case, please specify the level of cover required to be carried.</p>	
Contractor's warranties	
What warranties are to be given by the contractor?	
Contractor's liability	
<p>What is to be the extent of the contractor's liability under the agreement, e.g.:</p> <p>(a) Full liability; or</p> <p>(b) Liability limited to the aggregate of the charges paid by the client to the contractor; or</p> <p>(c) Liability limited to a specified sum; or</p> <p>(d) Liability excluded so far as possible; or</p> <p>(e) Other (please specify)?</p>	
Intellectual property	
Who is to own the intellectual property rights in products developed or discoveries made by the contractor's personnel during the term of the agreement?	
Restrictions on parties	
What restrictions are to apply on either party hiring the other party's personnel during or after the term of the agreement?	
Sub-contracting	

Is the contractor to have the right to sub-contract all or any part of its obligations under the agreement?	
Force majeure	
Is the contractor to be allowed additional time to fulfil its obligations if delayed by circumstances beyond its control?	
Dispute resolution	
<p>Are disputes to be resolved by:</p> <p>(a) Negotiation between the parties; or</p> <p>(b) Mediation; or</p> <p>(c) Arbitration; or</p> <p>(d) Court proceedings; or</p> <p>(e) A combination of the above (if so, please specify)?</p>	