

Example Business Consulting Service Agreement (Educational Sample)

1. Parties

This Agreement is between **[Consultant Name]** ABN [ABN] and **[Client Name]** ABN [ABN], commencing on [Date].

2. Consulting Services

The Consultant will provide business consulting services described in Schedule A, including strategy, operations, marketing, financial planning or other agreed advisory services. Services are provided with reasonable care and skill but are advisory only.

3. Deliverables

Deliverables may include reports, recommendations, workshops, presentations, implementation plans and other documents agreed in writing. Estimated delivery dates are indicative only unless otherwise agreed.

4. Client Obligations

The Client will provide timely information, access to personnel and decisions reasonably required. The Client remains responsible for implementing recommendations and business decisions. The Consultant does not guarantee any commercial, financial or operational outcome.

5. Fees

The Client will pay fees of [Amount] or as set out in Schedule B. Invoices are payable within [14] days. GST applies where required under Australian law. Late payments may attract reasonable interest.

6. Expenses

Pre-approved travel and out-of-pocket expenses will be reimbursed upon receipt of valid tax invoices.

7. Confidentiality

Each party must keep confidential information secret except where disclosure is required by law or authorised in writing. This obligation survives termination.

8. Intellectual Property

The Consultant retains ownership of pre-existing intellectual property. Upon full payment, ownership of the final reports and agreed deliverables transfers to the Client, excluding the Consultant's underlying methods, templates and know-how.

9. Independent Contractor

The Consultant is an independent contractor and not an employee, partner or agent of the Client. The Consultant is responsible for its own tax, insurance and superannuation obligations where applicable.

10. Termination

Either party may terminate by giving [14] days' written notice or immediately for material breach not remedied within [7] days. The Client must pay for services performed up to termination.

11. Liability

To the maximum extent permitted by law, liability is limited to the fees paid for the relevant services. Neither party is liable for indirect or consequential loss. Advice is based on information supplied by the Client.

12. Dispute Resolution

The parties will first negotiate in good faith. If unresolved within [21] days, they agree to mediation before commencing court proceedings, except for urgent injunctions.

13. Governing Law

This Agreement is governed by the laws of [State/Territory], Australia, and the parties submit to the courts of that jurisdiction.

14. Signatures

Consultant: _____ Date: _____

Client: _____ Date: _____

Disclaimer

This document is an educational sample only and does not constitute legal advice. It should be reviewed and adapted by a qualified Australian lawyer before use.