

BUSINESS CONSULTANT SERVICES CONTRACT



The Business Consultant Services Contract is a document between a Consultant and his/her Client. The Consultant is hired as an independent contractor to assist the Client in different areas of business management such as: business strategy, business operations, online business, marketing, human resources, financial consulting, etc. Generally, this type of contract is drafted by the Consultant. In the principal aspects of the **Business Consultant Contract** (fees and expenses, payment conditions, location, applicable law and competent jurisdiction, etc.) a number of alternatives have been provided, for the most appropriate one to be selected according to relationship between the Consultant and the Client.

BUSINESS CONSULTANT SERVICES CONTRACT

BETWEEN:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is (hereinafter referred to as the "Client"),

AND:

Alternative A [When the Consultant is an individual and independent professional]

Mr./Ms., of legal age, [include professional qualification], Tax Identification Number....., registered address , acting on his/her own behalf (hereinafter, the "Consultant").

Alternative B [When the Consultant is a company]

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is (hereinafter referred to as the "Consultant").

WHEREAS, the Client wishes to retain the Consultancy Services (as defined below) of Consultant;

WHEREAS, the Consultant has the skills, qualifications, and expertise required to provide the Consultancy Services to the Client;

WHEREAS, the Consultant wishes to render said Consultancy Services to the Client.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

1. DEFINITIONS

As used in this Agreement:

- a) "Consultancy Services" shall be used to refer to the following specific services that the Consultant shall provide to the Client under the terms and conditions set forth herein:
.....
[Described services provided by the Consultant]

- b) "Consultancy Project" shall be used to refer to the specific project the Consultant will be working on for the Client. The details of the Consultancy Project are as follows:
.....
[Described details of the Consultancy Project]

- c) "Commencement Date" shall be used to refer to the date the Consultant commences work on the Consultancy Services for the Client. The Commencement Date shall be
.....

- d) "Completion Date" shall be used to refer to the date that the Consultant shall complete or cease the provision of Consultancy Services to the Client. The Completion Date shall be the date the specific Consultancy Project is completed.

2. AGREEMENT

Subject to the terms and conditions of this Agreement, the Consultant hereby agrees to render the Consultancy Services to the Client, beginning on the Commencement Date and ending on the Completion date, at the Location directed by the Client, as described below and Client agrees to pay the Consultant the Fees required for the Consultancy Services.

3. FEES

The Client shall pay fees to the Consultant for the rendering of the Consultancy Services. Specifically, the fees shall be as follows:

Alternative A. (.....) *[enter amount and currency, in numbers and letters]*, per hour, from the Commencement Date of the Consultancy Services to the Completion Date of the Consultancy Services

Alternative B. (.....) *[enter amount and currency, in numbers and letters]*, per day, from the Commencement Date of the Consultancy Services to the Completion Date of the Consultancy Services

Alternative C. (.....) *[enter amount and currency, in numbers and letters]*, per month, from the Commencement Date of the Consultancy Services to the Completion Date of the Consultancy Services.

Alternative D. A fix and unique fee of the following amount (.....) [*enter amount and currency, in numbers and letters*].

4. RETAINER PAYMENT

Prior to the Commencement Date, the Client shall pay to the Consultant the following amount (.....) [*enter amount and currency, in numbers and letters*], as retainer payment, in order to begin the Parties' relationship. The retainer payment shall be due on the following date:

.....

This is a sample of the Business Consultant Contract.

To get more information about this contract click here:



[BUSINESS CONSULTANT CONTRACT](#)

USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives, so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mentioned explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency on the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

LEGAL WARNING

Depending upon your particular situation this contract might not meet your needs and requirements. In case of doubt, you should consult a legal advisor.

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BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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