



# BLANK CONSULTATION AGREEMENT



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**THIS CONSULTATION AGREEMENT**

**DATED:**

**BETWEEN:** MYOPS PTY LTD (ACN: 623 226 335) (“the Consultant”); and  
XXXXXXXX (“the Principal”).

**RECITALS**

- A. The Principal operates a business and wishes to engage the Consultant for the provision of services.
- B. The Consultant operates the business known as “MyOps Pty Ltd”, a business consultation service.
- C. The Parties wish to set out the terms and conditions of the engagement of the Consultant by the Principal as are herein contained.

**OPERATIVE PART**

**1. Interpretation**

This agreement is governed by the laws of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Queensland;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and

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- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

**2. Appointment of the Consultant**

In consideration of the Principal paying the Consultant in accordance with rates of pay set out in **Item 2 of Schedule 1**, the Consultant agrees to provide the Services as defined in **clause 3** herein for the contract Term stated in **Item 1 of Schedule 1** in accordance with the provisions of this agreement.

**3. The Services**

For the purposes of this Agreement, the Services shall be those services so stated in **Schedule 2**.



**4. Obligations of the Principal**

The Principal recognizes that the success of the Services provided by the Consultant is dependent on their full and frank disclosure and active participation in the Services. The Principal must ensure that it provides the Consultant with the payments as described in Schedule 1, together with all other information required by the Consultant in order to fulfil its duties under this Agreement, including, but not limited to, access to its procedural manuals and information to be completed by the Manager by way of questionnaires and fact-finding conducted by the Consultant.

**5. Duration of Contract Term**

Subject to the provisions of **clause 6** herein, the Consultant must carry out and perform the Services for the duration of the times and/or dates set out in **Item 2 of Schedule 1**.

**6. Payment and Invoicing**

- (a) Subject to the Consultant performing the Services in accordance with the terms of this agreement, the Principal shall pay the Consultant in accordance with the rates of pay set out in **Item 2 of Schedule 1**.
- (b) The Consultant must provide to the Principal a valid Tax Invoice for each instance of payment and shall do so at the frequency of monthly in advance.
- (c) All Tax Invoices must be paid within seven (7) days by the Principal to the Consultant and specifically, the Principal recognizes that the Consultant shall not commence provision of the Services prior to the payment of the Initial Fee (if applicable).
- (d) If, due to the operation of **clause 12** herein, the Services shall only be provided for part of a period of a Tax Invoice then that Tax Invoice is payable on a pro rata basis for that period in which the Business shall receive the Services.

**7. Work Health and Safety**

The Principal must ensure that it and its employees comply with the requirements of all relevant work health and safety legislation or regulations in relation to the provision of the Services.

**8. Risk**

The Principal recognizes that the provision of the Services may require the Consultant to attend the premises of the Principal and/or its workplaces. The Principal must ensure that the Consultant, its employees and members of the general public are not exposed to risk to their health or safety arising from the provision of the Services.

**9. Confidentiality**

- (a) The parties covenant on behalf of themselves and their financial, legal and other advisors that they will keep confidential and not divulge either directly or indirectly to any person any information relating to the Services or the business, processes, systems or affairs of the other party which is of a confidential nature or which is not otherwise in the public domain, including the terms of this agreement, save to the



extent that the disclosure may be required by statute or may reasonably be required for the purpose of enabling the parties to fulfil their respective obligations under this agreement or as may otherwise be required by law. This clause 9 shall not merge on completion or termination of this agreement and shall be considered as a continuing obligation on the parties.

- (b) Notwithstanding the provisions of **clause 9(a)** herein, the Consultant is specifically permitted to share information as is reasonably required with third parties as a regular course of the provision of the Services. The parties recognize that the intention of this clause is to allow the Consultant to seek advice from relevant professional services, for example, solicitors, in order that the Consultant may provide the Services in as complete a form as possible.

**10. Release, Discharge and Indemnity**

- (a) The parties recognize that the Consultant is providing the Services on a consultation basis and the implementation of the recommendations received as a result of the Services are to be at the sole decision and risk of the Principal. The Principal agrees to irrevocably and unconditionally release, indemnify and forever hold harmless the Consultant for any loss, damage, or any other claim whatsoever by the Principal or any other third party as a result of the provision of the Services.
- (b) The Principal recognizes that the Consultant may provide the Services to a competitor of the Principal. Subject to the provisions of **clause 9**, the Principal agrees to release the Consultant from any loss, damage, or any other claim whatsoever by the Principal or any other third party as a result of the provision of the Services to a third party or competitor of the Principal.
- (c) The Principal recognizes that the Consultant may, during the provision of the Services, make recommendations as to statutory compliance issues. The Principal agrees to release the Consultant from any loss, damage, or any other claim whatsoever by the Principal or any other third party as a result of the Principal's non-compliance with the Consultant's recommendations.



**11. Insurance**

The Principal shall ensure that at all times during the provision of the Services they procure and maintain the following insurance policies as to the conduct and attendance of the Consultant at the premises or workplaces of the Principal noting the Consultant as an insured party:

- (a) Workers Compensation Insurance as required by statute;
- (b) Public Liability Insurance to the minimum amount of \$20million for any single event; and
- (c) Any other insurance policy that a prudent businessperson would obtain with respect to the nature of the business of the Principal.

**12. Termination**

- (a) This agreement shall maintain efficacy for the duration of the Contract Term as defined in **clause 5** herein.
- (b) This agreement may be terminated by either party in the event of the other party breaching a term of this agreement and failing to remedy the breach within fourteen (14) days after having received notice in writing of the breach.
- (c) This agreement may be terminated by either party at any time by providing not less than thirty (30) days' notice in writing to the other party.

**13. Dispute Resolution**

- (a) If a dispute arises, before any proceeding is commenced, the party claiming that a dispute has arisen must give fourteen (14) days' written notice to the other party setting out the dispute and seeking discussion and compromise to resolve the dispute.
- (b) If after fourteen (14) days the dispute is not resolved then it must be referred to mediation and the costs of the mediation shall be borne by the parties equally.
- (c) Notwithstanding the preceding provisions of this **clause 13**, the parties must continue to perform their obligations under this agreement pending resolution of the dispute.
- (d) Nothing in this clause will prevent either party from seeking urgent interlocutory relief.

**14. Notices**

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or



- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

**15. Relationship of the Parties**

The parties acknowledge that this agreement is intended as a contract of service and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

**16. Counterparts**

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

**17. Costs**

Each party will pay their own costs in relation to this agreement unless agreed otherwise in writing between the parties.



**SCHEDULE 1**

<b>Item Number</b>	<b>Description</b>	<b>Definition</b>
1	Contract Term	Three (3) calendar months from the date of this agreement and then on a calendar month by calendar month basis thereafter until termination pursuant to <b>clause 12</b> .
2	Rate of Pay	Engagement Fee of <b>\$XXXX</b> payable within seven (7) days of the invoice date from this agreement.  Remaining Fee of <b>\$XXXX</b> payable prior to presentation of Recommendations Report  Ongoing Monthly Implementation and Executive Coaching Fee of <b>\$XXXX</b> per month payable in monthly installments in advance from / / until the expiration of this agreement or termination of services.





## **SCHEDULE 2**

### **The Services:**

1. Initial Consultation
2. Detailed Fact Find across your business including meetings with Leadership and Staff Surveys
3. Consultant may complete some or all of the analysis from your Business' workplace so as to identify any further risk through workplace observation.
4. You will be presented a **Recommendations Report** encapsulating some or all of the following points dependent upon the immediate risk to your businesses operations, opportunities for improvement and the information supplied to the consultant at the time of the Fact Find.
  - Automation Opportunities
  - Client Management and Client Experience
  - Communications
  - Corporate Governance, Ethics and Social Responsibilities
  - Delineation of Roles, tasks, accountabilities and responsibilities
  - Financial Management
  - General Observations through a SWOT analysis
  - Marketing Strategies, Branding and Business Development
  - Operational Strategies
  - Options to Grow, downsize, redirect and diversify.
  - Positioning within the marketplace
  - Process Chain evaluation - lean synchronization
  - Product Evaluation
  - Resource Planning and controls
  - Risk Management, Compliance Review and WHS standards
  - Sales Strategy
  - Strategic Planning – Offensive and Defensive strategies
  - Synchronicity across Departments, group, leadership and staff
  - Workplace Rhythms
  - CRM Development and design
5. **Executive Coaching** – developing, assisting and implementation of the strategy:
  - Creation of your own Corporate Vision, Mission and Values
  - Creating a high performing organisational culture
  - Effective Delegation techniques
  - Leadership Development – Management becoming the “Change Agent”
  - Managing Resistance
  - Performance Management & Reward and Recognition
  - Staff Coaching - Development, strategy, structure and clarity
  - Strategic Hiring – Hierarchy, Succession Planning and Role Clarification
  - Strategic Planning- Implementation Strategy crafting and Execution
  - Understanding the changes and the benefits – effective communications to stakeholders



**EXECUTION PAGE**

**EXECUTED** by **MYOPS PTY LTD (ACN: 623 226 335)** in accordance with Section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Print Name

**EXECUTED** by **XXXXXXXXXX** in accordance with Section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Print Name

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