

GUIDE NOTE - CONTRACT FOR SERVICES (STANDARD)

This form of consultancy contract is suitable for long term consultancy services provided they are not of a “major” project status.

This contract should be regarded as a standard form only and as a result may not necessarily cover all situations.

It is important to note that the following matters are not covered in the above standard form. These matters may need to be considered in the context of a more complex consultancy relationship:

- sub-contracting and assignment;
- specific procedures and responsibilities in relation to:
 - ◆ delay and extension of time;
 - ◆ contract variations;
 - ◆ frustration;
- dispute resolution by negotiation between parties.

The contract complies with the requirements of the Crown’s policy in relation to confidentiality in Government contracts in that it contains a clause (clause 12) which provides that Confidentiality Provisions do not apply to the contract. Should a variation to this policy be required, information on obtaining an exemption is located in Treasurer’s Instruction 1401. Where a variation from the policy is approved, the Crown Solicitor will provide substitute contract clauses for the contract. Agencies should forward an electronic copy of the contract together with a copy of the approval to the variation granted by the Head of Agency, to the Crown Solicitor to enable those clauses to be prepared.

As a general rule you should seek further advice from the Crown Solicitor’s Office if in doubt or if any of the above matters need to be addressed.

Under no circumstances is the name of the Crown Solicitor to appear on any contract that has not been referred to the Crown Solicitor’s Office. The Crown Solicitor will not be responsible for any contracts that have not been checked by one of his officers.