
K-Notes: Consultant Agreement

Standard Terms of Contract

Functional, not Defensive

Lawyers are overly concerned with the repercussions and seek to cover all their bases, but the social function of a contract should be to build the trust that enables commerce and collaboration between people.



“You can write a contract in 500 words rather than creating a pick and mix approach from the sweet shop of clauses and chucking a load of stuff in and then finding out you can’t afford it in the end.”

Sarah Fox

Author, Speaker, Contract Drafter

KEY TAKEAWAYS

- **Don’t Use Terms to Compensate**

Using terms like “the work will be carried out on the understanding that these standard terms of a contract have been read and agreed to,” attempts to substitute a defective contract process with certain terms.

- **Consider the Goals of the Contract**

You don’t need to use a sledgehammer to crack a nut. In a consultant agreement, there isn’t much money at stake so you don’t need a lot of language describing how massive amounts of money might be recovered in the event of a materials breach.

- **Make it Easy to Get Paid**

You can make your contract user friendly by outlining the process for submitting an invoice and when it will be paid, rather than having ambiguous terms like final dates.

- **Remember, the Word ‘Reasonable’ is Ambiguous**

The client doesn’t care how much competence you have or how much effort you put in; they just want the result to match their expectations at the end of the day. Anyone can argue what reasonable means on many different scales, so it’s not a useful word.

“There are many clauses that try to tie us up in knots, get the focus all wrong, and don’t help build trust. Focus on what clients care about rather than what lawyers care about.”