

**BCA Contract review sheet (CKL100)**

Contract: \_\_\_\_\_

Date: / /

OK to Sign? Yes No

		Pass	Fail	Not Incl.	N/A
<b>Send Indemnity Check Letter &amp; Copy of Contract to XXXX's Insurer? Clause:</b>					
<b>1 Party</b>	Is the service supplier's name its legal name. This may not be the same as its trading name.	✓			
<b>2 Other Party</b>	Is their legal name used and are they correctly described?	✓			
<b>3 Purpose/Service</b>	Has the purpose of the contract and services to be provided been clearly specified?	✓			
<b>4 Agent</b>	Is the party an agent? If so legal advice must be sought.				✓
<b>5 Cancellation</b>	Is the TA compensated for risk, costs and losses if cancellation is made without cause?	✓			
<b>6 Clauses</b>	Do any of the clauses conflict?	✓			
<b>7 Confidentiality</b>	Are there appropriate confidentiality clauses?	✓			
<b>8 Disputes</b>	Is there an appropriate disputes clause using Mediation or Arbitration ?	✓			
<b>9 Entire Agree'n</b>	Does the contract supersede all previous communications and agreements?	✓			
<b>10 Force Majeure</b>	'Act of God' clause should be in place.	✓			
<b>11 Indemnity</b>	Have the TA's insurers been notified of any indemnities given and have they granted permission in writing? Is the extent of the other parties indemnity sufficient?	✓			
<b>12 IP</b>	Has Intellectual Property been appropriately protected?	✓			
<b>13 Liability - Our</b>	Has the TA limited its liability to the value of the benefit howsoever arising and excluded costs, losses, consequential losses and matters not within our control?	✓			
<b>14 Liability - Their</b>	If the other party has limited their liability is the limit high enough? - Is the liability only in respect of delays, quality, quantity? Does the other party provide appropriate run off insurance (if required)?	✓			
<b>15 Negotiable</b>	Is any term negotiable (outside of the written contract) and if so is this appropriate?				✓
<b>16 Notices</b>	Are persons and addresses for notices appropriately documented?	✓			
<b>17 NZ Law</b>	Is the agreement governed under NZ law?	✓			
<b>18 Other Doc's</b>	Have any other documents referred to in the contract been obtained & reviewed? - Has the document which takes precedence been specified?				✓
<b>19 Price</b>	Is the price clearly specified including inclusive or exclusive of GST?	✓			
<b>20 Relationship</b>	Does the contract negate the creation of a partnership, JV, franchise, agency, fiduciary relationship?	✓			
<b>21 Severable</b>	If one clause illegal, doesn't affect the other clauses, ie they are severable.	✓			
<b>22 Signing</b>	Are signatories correct? (Partnership, P + Witness, Company 2 Dirs, Other Seal?) Do the signatories have appropriate delegated financial authority?	✓			
<b>23 Sub-contracting</b>	Does the agreement preclude sub-contracting without written consent?	✓			
<b>24 Term</b>	Is there a clear start and end date?	✓			
<b>25 Termination</b>	Have the events giving rise to termination been clearly identified & are appropriate?	✓			
<b>26 Third Party</b>	Does TA have a contract where promises are made on behalf of a 3rd party? - If TA has no contract, words s/be TA will use all reasonable endeavours...'				✓
<b>27 Service Supplier</b>	Are all representations outside the contract excluded? Is CGA excluded? - Has the other party represented they entered solely on their own judgement? - Is there a provision that TA is not bound until the contract is signed?	✓			
<b>28 Variations</b>	Are unilateral variations in the contract? (eg price, materials) linked to an index (CPI)? - Do all other variations have to be agreed in writing by the parties?	✓			
<b>29 Other</b>	Is the subject matter of the contract clearly defined in the schedules?				

**Signoff and comment by Reviewer**

Reviewer name \_\_\_\_\_

Position \_\_\_\_\_

Date completed \_\_\_\_\_