

Example Clauses

Example Right of Substitution Clauses

The Supplier shall have complete discretion concerning which of its personnel perform the services and may provide a substitute whenever necessary. The Supplier warrants that such personnel will be adequately skilled and qualified. The Supplier shall bear any costs involved in providing a substitute.

The Supplier shall provide the services using suitably qualified personnel of their own choosing. The Supplier reserves the right to substitute any personnel, provided the Client is reasonably satisfied that any proposed substitute possesses the necessary skills and qualifications for the satisfactory completion of the services. The Supplier will remain liable for the services completed by substitute personnel and will bear any costs.

Should the individual assigned to provide the services be unable to do so for any reason, the Supplier shall be able to provide a substitute, so long as such personnel are adequately experienced, skilled and qualified, and shall remain responsible for any costs associated in providing a substitute. The client has the right to refuse to accept a substitute, if in its reasonable opinion such individual is not suitable, due to lack of skills experience and qualifications.

Example Control Clauses

The Client shall have no right to, nor shall seek to, exercise any direction, control, or supervision over the Supplier in the provision of the services. The Supplier shall endeavour to co-operate with the Client's reasonable requests within the scope of the services, however it is acknowledged that the Supplier shall have autonomy over their working methods.

The Supplier may at any time and without giving the client prior notification, make any changes to the specified service which are necessary to comply with any applicable safety or other statutory requirements, or make any changes to the specified service which do not materially affect the nature or quality of the specified service.

The services shall be provided at such locations, and during such hours, as the Supplier deems appropriate for the satisfactory provision of the services.

Example Non-Mutuality of Obligation Clauses

The Client is under no obligation to offer further contracts or services to the Supplier nor is the Supplier under obligation to accept such contracts or services if offered. The Supplier is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.