

# Sample Clauses – Condition Subsequent clauses

**TABLE OF CONTENTS**

SAMPLE CLAUSES – CONDITION SUBSEQUENT CLAUSES ..... 3

VERSION 1 ..... 3

1. CONDITION SUBSEQUENT ..... 3

VERSION 2 ..... 4

2. CONDITION SUBSEQUENT ..... 4

VERSION 3 ..... 5






3. CONDITION SUBSEQUENT ..... 5

## SAMPLE CLAUSES – CONDITION SUBSEQUENT CLAUSES

*Different versions of sample clauses for this subject follow. Select the version most suitable for your requirements and copy and paste it into your contract with appropriate changes. It may be necessary to change the description of the parties (e.g. “Supplier” or “Customer”) and other terminology (e.g. capitalized terms) to enable the text of the selected clause to be consistent with that used in the rest of the contract. Where square brackets [ ] appear inserted within them are variables and should be adjusted to reflect your circumstances.*

### VERSION 1

#### 1. CONDITION SUBSEQUENT

- |     |                                                                                        |                                                                                      |                                                                                                                                                          |
|-----|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | This Agreement fails by [insert name of financier] (“the Financier”) if this Agreement |   | [insert name of Customer] if the Customer [insert name of Customer] under                                                                                |
| 1.2 | Where the Customer Financier by Supplier (such as to explore alternative               |  | [insert name of Customer] with the [insert name of Customer] at failure to the [insert name of Customer] allow the Supplier to [insert name of Customer] |
| 1.3 | The Customer the Financier                                                             |  | [insert name of Customer] ding agreement with [insert name of Customer]                                                                                  |
| 1.4 | Where this Agreement                                                                   |                                                                                      |                                                                                                                                                          |
| (a) | The Supplier paid to the Customer                                                      |  | [insert name of Customer] ion refund all monies [insert name of Customer] 1                                                                              |
| (b) | The Customer Supplier of terms                                                         |  | [insert name of Customer] tion return to the [insert name of Customer] ie Supplier to the date [insert name of Customer]                                 |

**VERSION 2**

**2. CONDITION SUBSEQUENT**

2.1 This Agreement agreed by the Supplier is unable to arrange use of the Software *monthly payment*



late as may be the Customer are these fees payable for exceed [*insert months*] months.

2.2 The parties agree promptly provide



finance and to the company.

2.3 Regardless of the Customer shall be on a time and materials basis at the Supplier's cost for any work performed by the Supplier



in this clause, the Supplier shall be on a time and materials basis for any work performed by the Supplier and other services



**VERSION 3**

**3. CONDITION SUBSEQUENT**

3.1 This Agreement as may be agreed Supplier fail by [ Implementation ] (or such later date umer and the e Approved



3.2 Where this Agree (a) The Supp moneys p use: , refund all eement; and



(b) The Cust all Produ s of such refund nent.

