Instructions for a Contract or Agreement

In providing instructions to Legal Services, please bear in mind that the more information we have, the better the contract or agreement will be. In supplying detailed information you will not only assist us, but will ensure that we are able to more quickly progress the document for you.

Legal Services always request instructions in writing. This ensures that we are clear on what your requirements are and avoids unnecessary loss of time in seeking clarification.

In certain circumstances advice given by the Legal Office is protected by professional privilege. This will assist the University if we need to claim that some documents are confidential and should not be available through discovery or disclosure.

It is important therefore that the Legal Office is “instructed” in an appropriate manner. This means that the solicitors within the University should be given instructions in a similar manner to the way a practitioner in private practice would be briefed.

As a minimum, Legal Services will require the following information:

- A memo outlining what the agreement is to achieve;
- A summary of the outcome of negotiations (where these have already commenced);
- Any relevant correspondence between the parties setting out what is intended;
- All relevant details pertaining to the other party. For example we need to know their legal status, the correct name of the legal entity (not just a trading name or the officer you are dealing with), ACN (if applicable);
- Who the authorised signatory is for the other party;
- An indication of time frames. Please be realistic and reasonable. Legal Services will attempt to meet your deadline. If every document is marked “Urgent” however we have no choice but to assign our own priorities. The earlier the Legal Office is involved the better the quality of the advice and the sooner it will be provided.

In the case of disputes the Legal Office will need to know:

- When did the dispute begin?
- Have there been negotiations or discussions to resolve the dispute? Is there a record of these negotiations?
- Have the University’s insurers be advised?
