

Service Agreement

A general agreement for services between a client and a provider. Template v1.0.

Date of this agreement: _____

Provider: _____

Client: _____

1. Services

Services:

The Provider performs the Services with reasonable skill and care, in line with good industry practice and the law. More work can be added by a statement of work or a written order signed by both parties, and this agreement applies to it.

2. Start and term

Start date: _____

Term: _____

3. Fees and payment

Fees:

Invoices are due within this many days: _____

Interest on overdue amounts: _____

Fees exclude taxes, which are added as the law requires. The Client raises any dispute about an invoice within 10 days and pays the part not in dispute on time. If an undisputed invoice is overdue, the Provider may pause the Services after giving 10 days written notice.

4. Client duties

The Client gives the Provider timely access, information and decisions needed for the Services, and makes sure anything it provides is accurate and lawful to use. The Provider is not responsible for delay caused by the Client.

5. Ownership

The Client owns the deliverables made for it under this agreement once it has paid for them in full. The Provider keeps its own tools, methods, templates, software and general knowledge. The Client may use any of these that are part of a deliverable, for its own business, without further charge.

6. Confidentiality and data protection

Each party keeps the other's confidential information private and uses it only for this agreement, during the agreement and for three years after, and for longer for trade secrets and personal data. Each party may share it with staff and advisers who need to know it and are bound to keep it private.

If the Provider handles personal data for the Client, it does so only on the Client's instructions, keeps it secure, tells the Client promptly about any breach, and follows the data protection law that applies. The parties will sign a separate data processing agreement where that law requires one.

7. Liability and insurance

Each party's total liability is limited to: _____

Neither party is liable for indirect or consequential loss or lost profits. These limits do not apply to fraud, breach of confidentiality, unpaid fees or anything the law does not allow to be limited. The Provider keeps insurance suitable for the Services, such as professional liability insurance, and gives proof on request.

8. Independent contractor and subcontractors

The Provider is an independent contractor, not an employee, partner or agent of the Client, and is responsible for its own staff, taxes and benefits. The Provider may use subcontractors but stays responsible for their work, and they must keep the same confidentiality.

9. Ending the agreement

Either party may end this agreement by written notice of: _____

Either party may also end it at once by written notice if the other seriously breaches it and does not fix the breach within 15 days of notice, or becomes insolvent. On ending, the Client pays for Services performed up to the end date, and each party returns or deletes the other's confidential information.

10. Events beyond control (force majeure)

Neither party is liable for delay caused by events beyond its reasonable control, such as natural disasters, war, epidemics or widespread outages, if it tells the other party promptly and works to limit the effect. This does not excuse payment for work already done.

11. Notices

Notices under this agreement are given in writing, by email or post, to the contact details each party last gave the other. An email notice takes effect on the next business day after it is sent.

12. Governing law

This agreement is governed by the laws of:

13. Whole agreement

This agreement, with any statement of work or order under it, is the whole agreement about the Services. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies. Neither party may transfer this agreement without the other's consent, which will not be refused without good reason.

For the Client

Signature

Name

Date

Title

For the Provider

Signature

Name

Date

Title