[Company name]

How to use this document: delete this paragraph before saving, sharing, or circulating it. Every part shown in blue is yours to replace: type your own details over each blue [field] until no blue remains. Then select all (Ctrl+A) and set the font colour to the same dark colour throughout. What is left is your finished document.

Service Agreement

A written record of a service arrangement. Standard wording only, not legal advice: check it fits and seek advice before relying on it.

Service provider: full legal name: _____ **Client: full legal name:** _____
Service provider: address: _____ **Client: address:** _____
Service provider: contact for notices: _____ **Client: contact for notices:** _____
Start date: _____ **End date or initial term:** _____

This agreement is between [Full legal name of the service provider] (the Provider) and [Full legal name of the client] (the Client). The Provider will provide the clause 1 services from [Start date of this agreement] to [End date or initial term of this agreement], unless ended earlier under clause 10.

1. Services and deliverables. The Provider must provide the services in the schedule below, with reasonable skill and care, to the standards and timescales stated there, and in compliance with applicable law. The schedule forms part of this agreement. Work outside the schedule is out of scope and must be agreed in writing under clause 6 before it is performed, including any effect on fees and timescales.

(1) Service or deliverable: _____ **Due date or frequency:** _____
Description and standard: _____ **Acceptance criteria:** _____
(2) Service or deliverable: _____ **Due date or frequency:** _____
Description and standard: _____ **Acceptance criteria:** _____
(3) Service or deliverable: _____ **Due date or frequency:** _____
Description and standard: _____ **Acceptance criteria:** _____
(4) Service or deliverable: _____ **Due date or frequency:** _____
Description and standard: _____ **Acceptance criteria:** _____
(5) Service or deliverable: _____ **Due date or frequency:** _____
Description and standard: _____ **Acceptance criteria:** _____

Acceptance. The Client must notify the Provider of any failure to meet the acceptance criteria within [Acceptance period in days] days of delivery, or the deliverable is treated as accepted. A notified failure must be corrected within [Correction period in days] days, and the acceptance period then runs again.

2. Term and renewal. This agreement runs for the initial term above and renews for [Renewal period] only if both parties agree in writing before it ends, or if they have expressly agreed automatic renewal in writing. No renewal is implied by continued work or payment alone.

3. Fees and payment. The Client must pay [Fee basis and amount] per the written fee schedule, excluding any tax that must by law be added unless the schedule states otherwise. The Provider must invoice per that schedule, showing the amount due and any tax separately. The Client must pay each undisputed invoice within [Payment period in days] days of receipt; time is of the essence only where the fee schedule expressly states so. The Client must notify the Provider of a dispute within [Invoice dispute period in days] days, stating the reason, and pay the undisputed part on time; the parties must seek to resolve it promptly. On an invoice unpaid after its due date, the Provider may charge interest at [Late payment interest rate] where lawful, and may, after written notice and a further [Grace period in days] days, pause the services until paid; fees for work already performed remain payable. The Client must reimburse only expenses agreed in advance in writing, supported by receipts.

4. Client responsibilities. The Client must provide, in good time, the information, access, materials, decisions, and approvals the Provider reasonably needs, and appoint a contact able to give instructions and approvals. The Client's delay extends timescales accordingly, and the Provider must notify the Client promptly of the delay and its effect. The Client is responsible for the accuracy of its information and for consents needed for the Provider to use it.

5. Provider responsibilities. The Provider must use suitably qualified and experienced personnel, comply with the Client's reasonable site and security rules where work is on its premises or systems, and keep the Client reasonably informed of progress and of anything affecting timescales, quality, or cost. It must not subcontract a material part of the services without the Client's prior written consent, and remains responsible for any subcontractor it uses.

6. Changes. No change to the services, fees, or timescales is effective unless agreed in writing by both parties, stating the change and its effect on fees and timescales. Work done without it is at the performing party's risk as to payment, except work urgently necessary to prevent loss or harm, notified promptly to the other party.

7. Intellectual property. Intellectual property created specifically for the Client and paid for in full belongs to the Client on payment, except the Provider's pre-existing materials, tools, templates, and methods, which remain the Provider's. The Provider grants the Client a non-exclusive licence to use those materials as needed to use the deliverables as intended. Neither party may use the other's trade marks or branding without prior written consent, except as necessary to perform this agreement.

8. Confidentiality and data. Each party must keep the other's confidential information confidential, use it only for this agreement, and protect it with reasonable care, except where disclosure is required by law or authorised in writing; this continues for [Duration of the confidentiality obligation after this agreement ends] after this agreement ends. Where the Provider processes personal data for the Client, the parties must agree in writing beforehand the purpose, categories of data, and security measures, and the Provider must process only on the Client's documented instructions and as that agreement requires.

9. Liability. Nothing here limits liability that cannot lawfully be limited. Subject to that, each party's total liability under this agreement is limited to [Liability cap amount or basis], and neither party is liable for indirect or consequential loss, including loss of profit or data, except where such loss was reasonably foreseeable and arises from breach of confidentiality, infringement of intellectual property, or wilful misconduct. Each party must take reasonable steps to mitigate its loss.

10. Termination. 1. For convenience: either party may end this agreement on [Notice period for termination for convenience] written notice, unless the fee schedule states otherwise. 2. For cause: either party may end it immediately by written notice if the other party materially breaches and fails to remedy it within [Remedy period in days] days of written notice of the breach, or if the other party becomes insolvent or enters an arrangement with creditors, subject to applicable law. 3. Consequences: on termination, the Client must pay for services performed and deliverables accepted up to that date, and for committed costs that cannot reasonably be avoided. Each party must return the other's confidential information and property, subject to retention required by law or audit. Surviving clauses continue after termination.

11. Dispute resolution. A dispute must first be raised in writing between the parties' contacts, who must try to resolve it within [Dispute discussion period in days] days. If unresolved, the parties must consider mediation before litigation or arbitration, unless urgent relief is required; either party may still seek urgent interim relief from a court or tribunal.

12. General provisions. 1. Entire agreement: this agreement, including its schedule, is the entire agreement for these services, superseding prior discussions on that

subject. 2. Amendments: no amendment is effective unless in writing and signed by both parties. 3. Assignment: neither party may assign this agreement without the other's prior written consent, except to a successor to all or substantially all of its business or assets. 4. Notices: notices must be in writing to the contact details at the start of this agreement, or to details notified in writing. 5. Severability: if any provision is held unenforceable, the rest continue in full effect. 6. Governing law: this agreement is governed by [Governing law for this agreement]; disputes are subject to the jurisdiction in [Jurisdiction for disputes under this agreement], unless the parties agree otherwise in writing. 7. Independent parties: the parties are independent contractors; nothing here creates employment, partnership, agency, or a joint venture.

Signed for the Provider: Signature _____ **Full name** _____
Role or job title _____ **Date of signing** _____
Signed for the Client: Signature _____ **Full name** _____
Role or job title _____ **Date of signing** _____