

SERVICE AGREEMENT

This Agreement is made on _____ between:

- (1) _____, of _____ (the "Client"); and
- (2) _____, of _____ (the "Service Provider").

1. Services

The Service Provider shall provide the following services to the Client (the "Services"): _____. Any change to the Services must be agreed in writing, together with any change to the fee or the timetable.

2. Term

The Services begin on _____ and shall be completed by _____, unless this Agreement is ended earlier under clause 9.

3. Fees and Payment

The Client shall pay the Service Provider _____ for the Services, as follows: _____. Invoices are payable within _____ days of their date. Amounts unpaid after the due date bear interest at _____% a year until paid. Fees are exclusive of any applicable sales tax, VAT or GST, which the Client shall pay in addition where it is chargeable.

4. Expenses

The Client shall reimburse reasonable expenses that it has approved in writing in advance and that are supported by receipts.

5. Standard of Work

The Service Provider shall perform the Services with reasonable skill and care, in accordance with good practice in its field and with all laws that apply. The Client shall provide in good time the information, materials and access the Service Provider reasonably needs.

6. Independent Contractor

The Service Provider is an independent contractor. Nothing in this Agreement creates employment, partnership or agency between the parties. The Service Provider is responsible for its own taxes, insurance and social contributions, and may decide how and where the Services are performed.

7. Intellectual Property

On payment in full, all rights in the work product created specifically for the Client under this Agreement pass to the Client. The Service Provider keeps its rights in tools, methods and materials that it owned before this Agreement or developed independently of it, and grants the Client a non-exclusive, perpetual licence to use them as part of the work product.

8. Confidentiality

Each party shall keep confidential all non-public information it receives from the other in connection with this Agreement and use it only to perform or receive the Services. This obligation continues for

_____ years after the Agreement ends.

9. Termination

Either party may end this Agreement by giving _____ days' written notice. Either party may end it immediately by written notice if the other commits a material breach and does not put it right within _____ days of being asked to. On termination the Client shall pay for all Services properly performed up to the date of termination.

10. Liability

Neither party is liable to the other for indirect or consequential loss. The total liability of the Service Provider under this Agreement is limited to the fees paid or payable under it. Nothing in this clause limits liability that cannot be limited by law.

11. General

This Agreement is the whole agreement between the parties about the Services and may be changed only in writing signed by both. Notices must be in writing and sent to the addresses above or to an email address a party has given for the purpose.

12. Governing Law

This Agreement is governed by the laws of _____, and the courts of _____ have jurisdiction over any dispute arising from it.

The Client

Signature: _____

Name: _____

Date: _____

The Service Provider

Signature: _____

Name: _____

Date: _____