

FREELANCE SERVICES AGREEMENT

{{CLIENT_NAME}} and {{FREELANCER_BUSINESS}}

This template provides general information and is not legal advice. Laws and contractual requirements vary by jurisdiction. Clauses marked with a placeholder depend on where you are and should be completed with wording appropriate to that place, or reviewed by a qualified adviser.

1. Parties

Field	Value
The Client	{{CLIENT_NAME}}, {{CLIENT_ADDRESS}}
The Contractor	{{FREELANCER_NAME}} trading as {{FREELANCER_BUSINESS}}, {{FREELANCER_ADDRESS}}
Agreement date	{{AGREEMENT_DATE}}
Project	{{PROJECT_NAME}}

2. Services and scope

The Contractor will provide the services described in the Scope of Work titled “ {{SOW_REFERENCE}}”, dated {{SOW_DATE}}, which forms part of this agreement.

Where this agreement and the Scope of Work conflict on a commercial term, this agreement applies. Where they conflict on what is to be built, the Scope of Work applies.

3. Term

This agreement begins on {{START_DATE}} and continues until the services are complete and paid for, or until it is ended under clause 8 or clause 9.

4. Fees and payment

Field	Value
Total fee	{{PROJECT_PRICE}}
Pricing basis	{{PRICING_TYPE}}
Deposit	{{DEPOSIT_PERCENT}}, payable before work begins
Payment schedule	{{PAYMENT_SCHEDULE}}
Payment terms	Within {{PAYMENT_DUE_DAYS}} days of the invoice date
Currency	{{CURRENCY}}

- Work begins once the deposit has been received.
- {{LATE_PAYMENT_TERMS}}

- Where an invoice is more than **{{SUSPENSION_DAYS}}** days overdue, the Contractor may suspend work until the account is settled, and dates move accordingly.
- Fees are exclusive of any applicable sales tax or VAT, which is added where required.

Complete **{{LATE_PAYMENT_TERMS}}** with the interest or charge permitted where you operate, or delete the line.

5. Expenses

The Client reimburses expenses agreed in advance and necessary for the work — third-party licences, stock media, travel and similar. Expenses are invoiced at cost with receipts unless agreed otherwise. Expenses below **{{EXPENSE_THRESHOLD}}** do not require advance approval.

6. Revisions and changes to scope

The fee includes **{{REVISION_ROUNDS}}** rounds of revisions per deliverable. A round is one consolidated set of feedback and the changes made in response.

A request that changes the agreed deliverables, quantity, complexity or timeline is evaluated for additional time, cost and delivery impact before work begins, and proceeds only once approved in writing by both parties.

7. Schedule and delays

- Dates in the Scope of Work assume the Client supplies materials, access, feedback and approvals when they are due.
- Where the Client is late, affected dates move by at least the length of the delay, and the revised dates are confirmed in writing.
- Where the Contractor is delayed by something outside their control, they will tell the Client as soon as they know and propose revised dates.

8. Cancellation

- If the Client cancels the project, the deposit is not refundable.
- All work completed or in progress up to the cancellation date is payable at the agreed rates.
- Where the project is cancelled after a milestone has begun, that milestone is payable in full.
- The Contractor delivers the work produced to that point once the final invoice is paid.

9. Termination

- Either party may end this agreement by giving **{{TERMINATION_NOTICE_DAYS}}** days' written notice.
- Either party may end it immediately if the other materially breaches it and does not put the breach right within **{{CURE_DAYS}}** days of being asked to.
- On termination, clause 8 applies to work completed to that date.
- Clauses 10 to 13 continue to apply after this agreement ends.

10. Intellectual property

Ownership of the deliverables transfers to the Client once all invoices relating to them have been paid in full. Until then, the Contractor retains ownership and the Client has no licence to use the work.

The Contractor retains ownership of pre-existing materials, tools, methods, source files and working drafts used to produce the deliverables, and grants the Client a perpetual, non-exclusive licence to use those materials as part of the deliverables. Drafts and concepts that were not selected remain the Contractor's property.

11. Portfolio

The Contractor may describe the work and display non-confidential examples of it in a portfolio, website or award submission, unless the Client objects in writing. The Client may ask for a delay of up to **{{PORTFOLIO_EMBARGO_DAYS}}** days after launch.

12. Third-party materials

Where the work uses third-party materials — fonts, stock media, plugins, libraries — the Contractor will identify them and the licence each requires. The Client is responsible for holding the licences needed for continued use after handover.

13. Confidentiality

Each party will keep confidential any non-public information it receives from the other and use it only for this project. The obligation continues for **{{CONFIDENTIALITY_YEARS}}** years after this agreement ends, and does not apply to information that is already public, that was known before disclosure, or that must be disclosed by law.

14. Data and access

Where the Client provides credentials or access to systems, the Contractor will use them only for this project, keep them secure, and stop using them once the project ends. The Client remains responsible for backups of its own systems and content.

15. Independent contractor

The Contractor is an independent contractor, not an employee, partner or agent of the Client. The Contractor is responsible for their own taxes, insurance and equipment, decides how and when the work is performed, may use subcontractors with the Client's agreement, and may work for other clients.

16. Warranties

The Contractor warrants that the work is their own, that they are entitled to grant the rights in clause 10, and that the work will be performed with reasonable skill and care. **{{WARRANTY_TERMS}}**

Complete **{{WARRANTY_TERMS}}** with any further warranty position, or delete the placeholder if the sentence above is sufficient.

17. Liability

{{LIABILITY_TERMS}}

Complete **{{LIABILITY_TERMS}}** with a liability position appropriate to your jurisdiction. A cap at the total fees paid under the agreement is a common freelance starting point, but what may be limited, and how, varies — this is one of the clauses most worth asking an adviser about.

18. Disputes

The parties will first try to resolve any dispute by discussing it directly. **{{DISPUTE_TERMS}}**

Complete **{{DISPUTE_TERMS}}** with the escalation route you both intend — mediation, arbitration, or the courts of a named place.

19. Governing law

This agreement is governed by the law of **{{GOVERNING_LAW}}**.

20. General

- This agreement, together with the Scope of Work, is the entire agreement between the parties on this subject and replaces any earlier discussion or proposal.
- Changes are effective only when agreed in writing by both parties.
- If any clause is found unenforceable, the rest of the agreement continues to apply.
- Neither party may transfer this agreement to someone else without the other's written agreement.
- Notices are given in writing to the addresses in clause 1, or by email to the addresses the parties use for the project.

21. Signatures

Signed by the parties on the dates shown.

For **{{CLIENT_NAME}}**

Signature

Name

Date

For **{{FREELANCER_BUSINESS}}**

Signature

Name

Date

Replace every **{{PLACEHOLDER}}** before sending. A contract sent with placeholders still in it is not an agreement.