

# WHERE'S EMS?

## SERVICE AGREEMENT (the Agreement)

**Date:** [date]

Dear [name]

I'm so pleased that we'll be working together! This document sets out the terms of our relationship and once accepted, a legally binding agreement will be created between us. If you have any questions, please don't hesitate to reach out.

**I am:** Emma Truscott trading as Where's Ems? (referred to as "I", "me" or "writer" in this document)

**You are:** [your name and business] (referred to as "you" or "client" in this document)

(each a "Party" and collectively the "Parties", "We" or "Us")

### How we'll stay in touch

I'm available for calls between 9:00am and 5:00pm Monday to Friday, and these should ideally be scheduled in advance. [Email/WhatsApp] will be our primary form of communication, and I aim to respond within 24 hours, except during weekends or holidays.

### How long we'll work together

Subject to the terms set out in this letter, I will start work on [date]

- for a fixed period of [enter details here] after which this Agreement shall automatically come to an end

OR

- and will continue to work for you on a [eg monthly] rolling basis unless terminated by either of us giving to the other a minimum of 4 weeks notice in writing or

unless otherwise terminated as set out in this Agreement.

## The Services I am providing to you

I will provide the Services to you as described fully in the *project details* section of this Agreement. To summarise, You ([client name]) are hiring me (Emma Truscott trading as Where's Ems?) to [project details] for the total price of £[total] as described in our previous communications. (the Services)

## Our obligations to each other

### As my client, you agree:

- To provide me with everything I need to be able to complete the Services when I need them.
- That you are authorised to enter into this Agreement.
- That any materials you provide to me to complete the Services do not infringe on the Intellectual Property Rights of a third party.
- To review, provide feedback and sign off projects within the agreed timescales.
- To pay all invoice installments in full on the date confirmed on the invoice (and in the *My fees, refund and payment terms* section of this Agreement) to the correct bank account unless otherwise agreed with me in advance and confirmed in writing.

### As the writer, I agree:

- To provide the Services with all reasonable skill and care and confirm that the work I will do for you will be of satisfactory quality.
- To carry out the Services in a professional manner.
- To respect the confidentiality of any information you may give me.

## My fees, refund and payment terms

Prompt payment is essential for a small freelance business. You agree to the following payment schedule:

**The full cost of the Services is: £[amount]**

I will invoice for an initial deposit of £[amount] once this agreement has been signed. Work won't start until I receive this payment. Then I will invoice for the remaining balance of £[amount] once the work has been completed.

OR

If we have agreed to work together on a monthly rolling basis, the monthly retainer fee of £[amount] is payable once this Agreement has been signed, and then on [date] of every month, in advance of the work commencing.

If I don't receive any feedback for the work I submit to you (the initial draft or subsequent edits) by any agreed deadline, I will assume you're satisfied, the work will be marked as complete, and I will invoice for the remaining balance.

My payment terms are strictly seven days.

I am not VAT registered.

No refund shall apply to the Services. Should you choose not to continue to work with me for any reason, full payment will still be required up to the date of termination.

My fee may be increased from time to time. Where I have to do this, I will always agree the new fee with you in advance.

## **Late payments**

Where payments are not paid in full by the due date I may charge interest at the annual rate of 8% plus the current Bank of England base rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.

## **Changes and revisions**

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I have a 100% client satisfaction record, but I want you to be happy with the final piece of work. If, for any reason, you would like to make changes, I offer [eg unlimited revisions] for a period of [eg one week] after submitting the first draft, provided there is no fundamental shift in the agreed scope of the Services and project details.

Please read the *project details* page thoroughly and make sure you are completely happy with everything that's outlined before you sign this agreement. The project details may not be changed once this agreement is in place, and any edits must take place within the scope of what's described there.

Amendments can be made within the period specified on the *project details* page. When you sign off my work as complete, the revision deadline passes, you publish it or begin using it on your live website, it will automatically be signed off as complete, and you will be invoiced for the remaining balance.

If I don't receive any feedback for the work I submit to you (the initial draft or subsequent edits) by the agreed deadline, it will automatically be signed off as complete, and you will be invoiced for the remaining balance.

Everything I create is well thought out, so I'll let you know if any of your edits will reduce the impact of the content in any way.

I recognise you may have new ideas which you may want to include later on, and I'll be able to accommodate you. Inform me of the changes or additions, and if they are not already provided for in the existing quotation given, I will provide a separate quotation to cover them.

## **Deadlines**

I agree to provide you with a first draft within [eg 4 weeks] of receiving your first payment. After this, there will be a period of [eg 4 weeks] open for revisions. More detailed information can be found on the *project details* page.

That said, my ability to do this depends on you giving me everything I need to complete the Services, reviewing my work, and providing feedback and approval in a timely manner.

I also can't be responsible for deadlines missed due to circumstances beyond my control, like family emergencies, war, acts of god and so on.

Additional work can be agreed upon, however, this will likely extend the deadline. I will always do my best to meet your requirements.

## **The independent nature of our relationship**

We agree that we are independent, are not partners, and this Agreement does not establish any joint venture, or other relationship between us, other than on a consultancy/freelance basis.

## **How I will handle confidential information**

Except when performing my obligations under the terms set out in this letter, I will not whilst providing the Services to you or at any time after they end, use for my own benefit or for the benefit of any other person disclose any Confidential Information which has come to my knowledge during or in connection with the engagement.

Confidential information means all information or data (in whatever form), of a confidential nature disclosed to or received by me including intellectual property rights, trade secrets, and any other information which is designated as confidential by You or which I would reasonably be expected to be aware is confidential.

## **My obligations for data protection and monitoring**

I agree to comply with my obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018) and if required to evidence the steps I have taken to comply.

## **Copyright**

Once full and final payment as described in this Agreement is made, all intellectual property rights will be automatically transferred to you.

This includes the copyright, design rights, and similar rights for the work created by me when providing the Services, subject to the reserved right for me to reproduce and/or use the work for a portfolio or other marketing purposes.

However, until the final payment is received, the copyright of the work remains with me.

## **Insurance**

I confirm that I hold professional indemnity insurance.

## **Termination**

Either of us may terminate this Agreement by giving notice in writing to the other party if either of us commits a serious breach of these terms which we cannot agree a remedy for.

I may also terminate this Agreement immediately on written notice to you if you have failed to pay any outstanding fees that remain unpaid ten working days after you have received a written notice from me that the payment is overdue.

If our work is on an ongoing basis and either of us chooses to terminate our rolling contract, we agree to give each other a minimum of 4 weeks notice in writing.

On termination of this Agreement, all outstanding invoices will be payable immediately, and I will invoice you for all Services performed but not yet invoiced.

When requested to do so I shall return or delete where relevant any, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) that have been made or received by me during the course of providing the Services and which are in your possession or under your control.

## **The limits of my liability**

I will do everything I can to ensure all facts and statements in my work are true and don't infringe upon any copyright or other right of a third party.

Yours and my limits of total liability under this contract cannot exceed the amount paid by you to me in the last six months for the Services, and neither of us have any liability or other obligation for loss of profit, loss of corruption to data, loss of use, loss of production, loss of contract, loss of opportunity, harm to reputation or loss of goodwill.

I acknowledge that I cannot exclude liability for death or personal injury caused by my negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited in law.

## **Testimonials**

I strive to get feedback wherever possible in order to understand any areas in which I could improve. If you provide me with a testimonial, review or similar, you agree to allow me to use it to publish on my website, my social media sites, my advertising, email communications or other marketing campaigns.

You can, of course, withdraw your consent at any time by emailing me at [hello@wheresems.co.uk](mailto:hello@wheresems.co.uk)

## **Other important terms you should be aware of**

The terms set out in this letter constitute the whole agreement between us and supersedes any previous understandings, arrangements, representations, negotiations or agreements between us.

The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement set out in this letter and no person other than you and I will have any rights under it.

We agree that the terms set out in this letter and any dispute arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales.

No variation of the terms set out in this letter will be valid or effective unless it is in writing, refers to this letter and is duly signed or executed by, or on behalf of, both of Us.

# WHERE'S EMS?

## Project details

Here are the full details of the work I'm going to do for you. Please review this section carefully and let me know if anything is incorrect or missing before signing.

These project details may not be changed once this agreement is in place, and any edits must take place within the scope of what's described here.

## The Services

## Terms & Conditions

## What I need from you

## Next steps



By signing below, you acknowledge receipt and accept and agree to the terms set out in this Agreement.

**Writer**

Name: .....

Business name: .....

Address: .....

Signed: .....

Date: .....

**Client**

Name: .....

Business name: .....

Address: .....

Signed: .....

Date: .....