***THIS IS A TEMPLATE* – CHANGE THE DETAILS ACCORDING TO YOUR SPECIFIC REQUIREMENTS**

**Service Agreement**

**This Service Agreement ("Agreement") is made on [Date] between:**

1. **Client:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Business Name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NZBN(if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Specialist:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Business Name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NZBN(if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1. Scope of Work**

The Specialist agrees to perform the following services for the Client (the "Services"):

**2. Timeline**

* Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Completion Date (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Payment Terms**

* Total Fee for Services: $\_\_\_\_\_\_\_\_\_\_\_\_
* Payment Method: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Payment Schedule: (e.g., deposit, milestone payments, final payment):

**4. Consumer Guarantees Act (CGA)**

The Specialist acknowledges that they are bound by the **Consumer Guarantees Act 1993** if they are providing services to a consumer. Under the CGA, the services provided must:

* Be performed with reasonable care and skill.
* Be fit for any purpose agreed upon with the Client.
* Be completed within a reasonable timeframe if no timeframe is specified.

This clause does not apply if the Client is engaging the Specialist for business purposes.

**5. Obligations of Both Parties**

* The Client agrees to provide all necessary information, access, or materials needed for the Specialist to complete the Services.
* The Specialist agrees to complete the Services professionally and to the standard agreed upon by both parties.

**6. Equipment and Materials (if applicable)**

* The Specialist will supply all tools, equipment, and materials needed to perform the Services unless otherwise agreed in writing.
* If the Client is providing any equipment or materials, the Specialist is not responsible for defects or delays caused by those items.

**7. Indemnity and Liability**

* The Specialist shall indemnify and hold the Client harmless from any claims, liabilities, or damages arising from the Specialist’s negligence, breach of contract, or misconduct during the provision of the Services.
* The Client shall indemnify and hold the Specialist harmless from any claims, liabilities, or damages caused by the Client’s failure to provide accurate information, proper access, or materials.
* The liability of either party under this Agreement shall not exceed the total fees paid for the Services, except where prohibited by law.

**8. Dispute Resolution**

In case of a dispute, both parties agree to resolve the matter through:

* **Negotiation**: Both parties will attempt to resolve the issue through direct communication.
* **Mediation**: If negotiation fails, a neutral mediator will be engaged.
* **Legal Action**: If mediation fails, either party may seek legal remedies under New Zealand law.

**9. Cancellation Policy**

* **By the Client**: The Client may cancel the Agreement by giving [Number] days' written notice. Any deposit paid may be non-refundable.
* **By the Specialist**: The Specialist may terminate the Agreement by giving [Number] days' written notice, subject to completing any unfinished work already paid for.

**10. Confidentiality**

Both parties agree to keep any private information shared during the course of this Agreement confidential and not to disclose it to any third party without consent.

**11. Governing Law**

This Agreement shall be governed by and interpreted under the laws of New Zealand.

**12. Signatures**

Both parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

**Client Signature:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Specialist Signature:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_