

SERVICE AGREEMENT

Northwind Studio and Acme Coffee Ltd

Provider	Northwind Studio, 4 Mill Lane, Bath
Client	Acme Coffee Ltd, 12 Harbour Street, Bristol
Start date	1 November 2026

1. Services

Northwind Studio will provide website design, development and maintenance services. The specific deliverables, dates and fees for each project are set out in a statement of work signed by both parties. If this agreement and a statement of work conflict, the statement of work applies for that project.

2. Term and termination

This agreement starts on the start date and continues until either party ends it with 30 days' written notice. Either party may end it immediately if the other materially breaches it and does not fix the breach within 14 days of written notice. On termination, the client pays for work done up to the termination date.

3. Fees and payment

Fees are set out in each statement of work. Invoices are due within 14 days. The provider may pause work while an invoice is more than 14 days overdue. Fees exclude VAT.

4. Expenses

The client reimburses reasonable expenses it approved in writing in advance, such as stock images, fonts and plugin licences.

5. Client responsibilities

Acme provides the content, account access and decisions Northwind reasonably needs, on time. Delays caused by Acme move Northwind's deadlines by the same amount.

6. Intellectual property

When Acme has paid in full for a deliverable, ownership of that deliverable transfers to Acme. Northwind keeps ownership of its pre-existing tools, code and know-how, and grants Acme a licence to use them as part of the deliverable. Northwind may show the work in its portfolio unless Acme objects in writing.

7. Confidentiality

Each party keeps the other's confidential information private, uses it only for this agreement, and returns or deletes it when asked. This does not cover information that is public or was already known to the receiving party.

8. Warranties and limitation of liability

Northwind will perform the services with reasonable skill and care. Except where the law does not allow it to be limited, each party's total liability under this agreement is limited to the fees paid in the 12 months before the claim. Neither party is liable for indirect or consequential loss, such as lost profits.

9. Independent contractor

The provider is an independent contractor, not an employee, and is responsible for its own taxes, equipment and working methods.

10. Non-solicitation (optional)

During this agreement and for 6 months after, neither party will directly hire the other's staff who worked on the services without written consent.

11. General

This agreement and any signed statements of work are the whole agreement between the parties. Changes must be in writing and signed by both. This agreement is governed by the laws of England and Wales, and the courts of England and Wales have jurisdiction.

Signatures

	Provider	Client
Name	Sam Patel	Maria Lopez
Title	Director	Owner
Signature		
Date		

This template is a starting point, not legal advice. Laws differ by country and state; have a lawyer review it before you rely on it for a large contract.