

SERVICE AGREEMENT

(Prepared in accordance with the Laws of the Republic of Zambia)

This Service Agreement (“Agreement”) is entered into on this **[Insert Date]**, by and between:

1. [Full Legal Name of Service Provider],

a [Natural Person / Registered Business] of [Physical/Postal Address],

Registration No. (if applicable): _____,

(hereinafter referred to as the “Service Provider”)

AND

2. [Full Legal Name of Client],

of [Physical/Postal Address],

Registration No. (if applicable): _____,

(hereinafter referred to as the “Client”)

Collectively referred to as “the Parties.”

1. PURPOSE

The purpose of this Agreement is to formalise the terms and conditions under which the Service Provider shall provide the following service(s) to the Client:

[Brief description of services – e.g., website development, graphic design, marketing consultancy, etc.]

2. SCOPE OF WORK

The Service Provider agrees to render the following services:

- [List specific services]

- [Specify deliverables and timelines]
 - [Any milestones, phases, or work outputs]
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3. DURATION

This Agreement shall commence on **[Insert Start Date]** and shall remain in force until **[Insert End Date or “completion of services”]**, unless earlier terminated in accordance with this Agreement.

4. FEES AND PAYMENT

- The Client shall pay the Service Provider a total fee of **ZMW [Amount]**, payable as follows:
 - ☐ Lump sum upon completion
 - ☐ [Percentage]% deposit and balance upon delivery
 - ☐ Other: [Specify]
 - Payments shall be made via **[Method: bank transfer, mobile money, cheque, etc.]**
 - Any late payments shall attract a penalty of **[e.g., 5% monthly interest]**.
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5. CONFIDENTIALITY

Each party shall maintain strict confidentiality of all information exchanged during the term of this Agreement, in accordance with any applicable data protection or confidentiality obligations, and shall not disclose such information to third parties without prior written consent.

6. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing:

- All intellectual property created by the Service Provider in connection with the services shall be transferred to the Client upon full payment.
 - The Service Provider may retain a non-exclusive right to showcase work in their professional portfolio.
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7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of Zambia**, including but not limited to:

- **Companies Act No. 10 of 2017**
 - **Employment Code Act No. 3 of 2019** (where applicable)
 - **Electronic Communications and Transactions Act No. 4 of 2021**
 - **Contract Law principles under common law**
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8. DISPUTE RESOLUTION

Any dispute arising from or in connection with this Agreement shall be resolved amicably between the Parties. Failing which, it shall be referred to **mediation or arbitration** under the **Arbitration Act, Cap. 40**, Laws of Zambia.

9. TERMINATION

- Either party may terminate this Agreement by giving **[Insert notice period – e.g., 14 days]** written notice.
 - Termination shall not affect accrued obligations, including payment for services rendered up to the date of termination.
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10. ENTIRE AGREEMENT

This document represents the entire agreement between the Parties and supersedes all prior oral or written understandings. Any amendments must be in writing and signed by both Parties.

11. SIGNATURES AND STAMP

Signed by the Service Provider:

Name: _____

Signature: _____

Date: _____

☐ Official Stamp (if registered)

Signed by the Client:

Name: _____

Signature: _____

Date: _____

☐ Official Stamp (if applicable)