
FREELANCE SERVICE AGREEMENT



pinoyfreelance.ph

Your Trusted Filipino Freelance Resource

Project: _____

Client: _____

Freelancer: _____

Date: _____

1. Scope of Work

This section defines the services the Freelancer will provide, the deliverables the Client will receive, and the boundaries of what is included in the project. It is intended to prevent misunderstandings by clearly stating responsibilities, assumptions, and exclusions.

The parties will describe the specific services and deliverables in writing (e.g., “design of a 5-page website,” “monthly social media management,” “copywriting for 10 product pages”), including any required formats, tools, access credentials, and brand or technical requirements. *Placeholder:* [Insert detailed scope, deliverables, and acceptance criteria here.]

Any work not expressly included in the agreed scope is considered out of scope and may require a separate written change request, revised timeline, and additional fees before the Freelancer begins the additional work.

2. Timeline

The project start date, target completion date, and any key milestones will be agreed in writing by both parties. The timeline may depend on timely Client feedback, approvals, and delivery of required materials (e.g., content, assets, logins, or specifications).

Delivery schedules may be structured by phases or milestones (such as discovery, draft delivery, revisions, and final delivery). *Placeholder:* [Insert start date, end date, milestone dates, and delivery schedule here.] If the Client delays feedback or materials, the Freelancer may adjust deadlines accordingly and will communicate updated dates in writing.

3. Payment Terms

The Client agrees to pay the Freelancer the total project fee of *Placeholder:* [PHP _____] (or [USD _____]), unless otherwise stated in writing. Any taxes, bank charges, or transfer fees will be handled as agreed by the parties.

Unless otherwise agreed, payments will follow this schedule: *Placeholder:* [e.g., 50% deposit to start, 50% upon final delivery] or [milestone-based payments]. The Freelancer is not required to begin work (or continue work) until the applicable payment is received.

Accepted payment methods may include bank transfer, e-wallet, or other agreed channels. Late payments may incur a late fee of *Placeholder:* [____% per month] or [PHP _____] and may result in paused work, delayed delivery, or withholding of final files until the account is settled in full.

4. Revisions

The project fee includes *Placeholder*: [] rounds of revisions, limited to reasonable changes that align with the agreed scope. Revision requests should be consolidated and submitted in writing to avoid conflicting instructions and unnecessary delays.

Additional revisions, major changes, or scope expansions (including changes after approval of a milestone) may be billed at *Placeholder*: [PHP ____/hour] or [PHP ____ per revision round], and may require an updated timeline. The Freelancer will notify the Client of any additional costs before proceeding.

5. Intellectual Property

Upon full payment of all fees due, the Client will own the final deliverables specifically created for the project, to the extent permitted by law and subject to any third-party licenses. Until payment is complete, all work product remains the property of the Freelancer.

The Freelancer may display non-confidential portions of the work in a portfolio, website, or case study for self-promotion, unless the Client requests in writing that the work remain private. If confidentiality is required, the parties should specify portfolio restrictions in writing.

Any pre-existing materials, tools, templates, code libraries, fonts, stock assets, or other components not created specifically for the project remain the property of their respective owners. Where applicable, the Client receives a license to use such components as incorporated into the deliverables, subject to the original license terms.

6. Confidentiality

Both parties agree to keep confidential any non-public business, technical, financial, or personal information disclosed in connection with this agreement ("Confidential Information"). Confidential Information includes, without limitation, strategies, pricing, customer data, credentials, and unpublished materials.

Each party will use Confidential Information only for the purpose of performing under this agreement and will take reasonable measures to protect it from unauthorized access or disclosure. These obligations do not apply to information that is publicly available through no fault of the receiving party or that must be disclosed by law or court order (provided notice is given when legally permitted).

7. Cancellation Policy

Either party may cancel this agreement by providing written notice to the other party. *Placeholder*: [Insert required notice period, e.g., 7 days.] The parties agree to communicate promptly to minimize disruption and to confirm the status of work completed to date.

If the Client cancels after work has started, the Client will pay for all work completed and any non-cancellable costs incurred up to the effective cancellation date. Any deposit is *Placeholder*: [non-

refundable / refundable under conditions], and refunds (if any) will be calculated based on completed milestones and time spent.

If the Freelancer cancels without cause, the Freelancer will deliver any completed work that has been paid for and will refund any unearned portion of fees already paid. If cancellation is due to Client breach (including non-payment), the Freelancer may suspend work immediately and retain amounts necessary to cover completed work and committed costs.

8. Independent Contractor

The Freelancer is an independent contractor and not an employee, partner, agent, or representative of the Client. Nothing in this agreement creates an employment relationship, joint venture, or partnership between the parties.

The Freelancer is responsible for their own taxes, statutory contributions, permits, insurance, and benefits, and will provide their own equipment and workspace unless otherwise agreed in writing. The Client will not withhold taxes or provide employee benefits unless required by applicable law and expressly agreed by the parties.

9. Limitation of Liability

To the maximum extent permitted by law, the Freelancer's total liability arising out of or related to this agreement will not exceed the total fees actually paid by the Client to the Freelancer under this agreement, unless otherwise required by applicable law.

In no event will either party be liable for indirect, incidental, special, consequential, or punitive damages (including lost profits, lost revenue, loss of data, or business interruption) arising from or related to this agreement, even if advised of the possibility of such damages. The Client remains responsible for final review and approval of deliverables before use or publication.

10. Governing Law

This agreement will be governed by and construed in accordance with the laws of the Republic of the Philippines, without regard to conflict of law principles.

The parties agree to attempt in good faith to resolve disputes through written notice and informal negotiation before pursuing other remedies. *Placeholder:* [Insert preferred dispute resolution process, e.g., mediation, arbitration, or venue/jurisdiction for court proceedings.]

SIGNATURES

By signing below, the parties acknowledge that they have read, understood, and agree to the terms of this Freelance Service Agreement.

CLIENT Signature: _____ Printed Name: _____ Date: _____	FREELANCER Signature: _____ Printed Name: _____ Date: _____
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