

SERVICE AGREEMENT

This agreement is made on _____ (the "commencement date") between [**YOUR BUSINESS NAME**], of [address], PIN [your KRA PIN] (the "Service Provider"), and [**CUSTOMER NAME**], of [address], PIN [customer KRA PIN] (the "Client").

1. Services

The Service Provider will provide the following services to the Client:

Anything not listed above is outside this agreement and will be quoted separately before any work on it begins.

2. Term

This agreement begins on the commencement date and runs for _____ months, unless ended earlier under clause 8.

It renews for a further _____ months unless either party gives written notice at least _____ days before the end of the current term.

3. Fees and payment

The Client will pay KSh _____ [per month / per visit / in total], exclusive of VAT.

Invoices are issued [monthly in advance / on completion] and are payable within _____ days of the invoice date.

Amounts unpaid after the due date may attract interest at _____% per month.

Payment is made to the account shown on the invoice.

4. What the Client will do

Give the Service Provider the access, information and working conditions reasonably needed to do the work.

Name one person who can give instructions and approve work: _____.

Pay on time.

5. Standard of work

The Service Provider will carry out the services with reasonable skill and care, using people who are competent to do the work.

Where the work is subject to a warranty, that warranty is: _____.

6. Confidentiality

Each party will keep the other's business information confidential, will use it only for this agreement, and will not disclose it to anyone else without written permission.

This continues to apply after the agreement ends.

7. Data protection

Where either party handles personal data belonging to the other, it will do so in accordance with the Data Protection Act, 2019, and only for the purposes of this agreement.

8. Ending the agreement

Either party may end this agreement by giving _____ days written notice.

Either party may end it immediately if the other is in material breach and has not put it right within _____ days of being asked to in writing.

On termination the Client pays for all work properly done up to that date.

9. Liability

Neither party excludes liability where the law does not allow it to be excluded.

Otherwise, the Service Provider's total liability under this agreement is limited to the fees paid by the Client in the _____ months before the claim arose.

Neither party is liable for loss of profit or other indirect loss.

10. Disputes and governing law

The parties will first try to settle any dispute by discussion between the named representatives.

This agreement is governed by the laws of Kenya, and the courts of Kenya have jurisdiction.

11. Whole agreement

This document, together with any quotation referred to in it, is the whole agreement between the parties and replaces anything said or written beforehand.

Any change must be in writing and signed by both parties.

Signed by the parties:

For the Service Provider

Name: _____

Title: _____

Date: _____

For the Client

Name: _____

Title: _____

Date: _____