

Services Agreement

Social Media Management & Marketing Services

SAMPLE AGREEMENT, FOR ILLUSTRATION ONLY.

This is a template to show you what you will be asked to sign.

Your actual Agreement will be personalised to your business and package, and only becomes binding once both parties sign it.

Parties

Social Growth Systems	Danuta Grochowska, trading as Social Growth Systems - Freelance Social Media Manager. Address for service: 61 Bridge Street, Kington, HR5 3DJ. Email: dana@socialgrowthsystems.co.uk. Web: socialgrowthsystems.co.uk. ICO registration number: ZC211790. ("the Freelancer")
The Client	[Client Full Name / Company Name], [Registered Address]
Date	[Insert Date]
Package	[Package Name]

Business Status

The Client confirms that they are entering into this Agreement for purposes relating to their trade, business, craft or profession, and not as a consumer acting wholly or mainly for personal purposes. This Agreement is a business-to-business contract. The Freelancer does not contract with consumers.

1. Definitions

"Ad Spend"	Any advertising budget paid directly by the Client to advertising platforms (e.g. Meta).
"Deliverables"	The specific content, reports or materials created by the Freelancer under this Agreement.
"Fees"	The amounts payable by the Client, as set out in Schedule 2.
"Services"	The social media management and marketing services described in Schedule 1.
"Client Content"	All text, images, videos, logos and other materials provided by the Client.

2. Services

2.1 The Freelancer will provide the Services from the date of this Agreement, using reasonable skill and care, in accordance with generally recognised industry standards.

2.2 Social media results depend on numerous factors outside the Freelancer's direct control, including market conditions, platform algorithm changes, and the Client's own responsiveness and product or service quality. The Freelancer does not guarantee specific business outcomes such as exact follower counts, lead volumes or sales figures.

2.3 The Freelancer performs the Services personally and does not outsource client accounts. Where the Freelancer uses third-party software tools to deliver the Services, those tools are listed in Schedule 3.

3. Term & Termination

3.1 This Agreement begins on the date signed and continues for an initial term of three (3) months, unless the Client has instead agreed a one-month introductory term, in which case it ends automatically at the end of that month unless both parties agree in writing to continue.

3.2 After the initial three-month term, the Agreement renews on a rolling monthly basis unless either party gives at least 30 days' written notice to terminate.

3.3 Either party may terminate immediately by written notice if the other commits a material breach and fails to remedy it within 14 days of being notified.

3.4 On termination for any reason, the Client shall pay all outstanding invoices immediately.

3.5 Within one working day of termination, the Freelancer will remove her own access to the Client's Meta assets and confirm this in writing, and will handle the Client's data in accordance with clause 9.3 and the Freelancer's Data Storage Policy.

4. Fees & Payment

4.1 The Freelancer invoices monthly in advance. Each invoice is issued on the 25th day of the month immediately preceding the month of service.

4.2 Payment is due by the last calendar day of the month in which the invoice is issued - that is, before the month of service begins. Payment is made by Bank Transfer (BACS).

4.3 All Fees are in GBP. Social Growth Systems is not VAT registered; no VAT will be charged.

4.4 The Freelancer's rights under the Late Payment of Commercial Debts (Interest) Act 1998 apply in full and are not excluded, restricted or replaced by this Agreement. Late payments will accrue statutory interest at 8% above the Bank of England base rate from the date payment falls due until the date of actual payment, and the Freelancer may also claim the fixed sum compensation and reasonable recovery costs to which she is entitled under that Act.

4.5 All Ad Spend is the Client's sole responsibility and is paid directly to the relevant advertising platform. The Freelancer never holds, handles or is liable for Ad Spend.

4.6 Where a setup fee applies, it is invoiced with the first invoice and is payable on the same terms.

4.7 Any work outside the agreed Services will be quoted and agreed in writing before it is carried out. The Client will never be billed for work they have not agreed to in advance.

5. Client Obligations

5.1 The Client agrees to: co-operate fully with the Freelancer; provide all necessary Client Content in a timely manner; ensure Client Content does not infringe any third-party rights; and provide account access as required.

5.2 The Client is solely responsible for obtaining all necessary permissions, consents and licences for any photographs, videos or other materials featuring individuals that are provided to the Freelancer. By submitting such materials, the Client confirms that all individuals featured have given informed consent to appear in content published on social media platforms. The Freelancer accepts no liability for any claim arising from the Client's failure to obtain the required permissions.

5.3 The Client agrees to review and approve content within 48 hours of submission. Where approval is not received within that window, the affected content is paused and moved to the next available slot in the content calendar; nothing is published without the Client's approval. Where late approvals repeatedly disrupt the schedule, the Freelancer may suspend the Services, without liability, until the position is remedied.

5.4 Account access. The Client will grant access through Meta's own permission system. The Freelancer will never ask for, accept or hold a password. The Freelancer requests only the minimum access level required to deliver the Services, and will not accept Admin or Full Control of the Client's Page, Instagram account or ad account. The access levels requested are:

- Facebook Page - **Editor**
- Instagram account - **Editor / Standard access**
- Ad account - **Advertiser** (where Meta Ads management is included)
- Pixel / dataset - **Analyst** or **Advertiser** (where Meta Ads management is included)

If the Client grants a higher level of access in error, the Freelancer will notify the Client and ask for it to be reduced.

5.5 Where the Services involve the Meta Pixel or any similar tracking technology on the Client's website, the Client is responsible for having a lawful cookie consent mechanism in place on that website, as required by UK data protection law and the Privacy and Electronic Communications Regulations. The Freelancer will tell the Client what is needed but does not accept responsibility for the Client's own website compliance.

6. Intellectual Property

6.1 All intellectual property rights in Client Content remain owned by the Client.

6.2 All intellectual property rights in Deliverables created specifically for the Client will transfer to the Client upon receipt of full payment.

6.3 Pre-existing tools, templates and proprietary materials owned by the Freelancer remain the Freelancer's exclusive property.

6.4 Portfolio rights. The Freelancer may display Deliverables created for the Client, and anonymised performance results, in her portfolio, case studies and marketing materials, and may name the Client as a client. The Client may withdraw this permission at any time by written notice, and the Freelancer will remove the material within 30 days of that notice. The Freelancer will not disclose the Client's confidential business information in any such material.

7. Confidentiality

7.1 Both parties agree not to disclose each other's confidential business information to any third party during the term of this Agreement and for two (2) years after it ends, except where required by law or as expressly permitted by clause 6.4.

8. Limitation of Liability & Insurance

8.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.

8.2 The Freelancer shall not be liable for loss of profits, loss of business, loss of contracts, or any indirect or consequential loss arising out of or in connection with the Services.

8.3 The Freelancer's total liability in any 12-month period shall not exceed the greater of (a) the total Fees actually paid by the Client in that same period, or (b) £1,000,000.

8.4 The Client agrees to indemnify and hold harmless the Freelancer against any claim arising from the use of Client Content that infringes third-party intellectual property or privacy rights, or from the Client's failure to obtain the consents referred to in clause 5.2.

8.5 The Freelancer maintains professional indemnity insurance and will provide evidence of cover on request.

9. Data Protection

9.1 Both parties agree to comply with all applicable UK data protection legislation, including the UK GDPR and the Data Protection Act 2018. The Freelancer is registered with the Information Commissioner's Office under registration number ZC211790.

9.2 Where the Freelancer processes personal data on behalf of the Client in the course of providing the Services, the Client is the controller and the Freelancer is the processor for the purposes of the UK GDPR.

9.3 In respect of that processing, and in accordance with Article 28 of the UK GDPR, the Freelancer shall:

- process the personal data only on the Client's documented instructions, unless required to do otherwise by law (in which case the Freelancer will inform the Client before processing, unless the law prohibits this);
- ensure that any person authorised to process the personal data is subject to an appropriate duty of confidentiality;

- implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- not engage any sub-processor other than those listed in Schedule 3 without the Client's prior written authorisation, and impose equivalent data protection obligations on any sub-processor so engaged. The Freelancer will give the Client at least 14 days' written notice of any proposed change to the list in Schedule 3, and the Client may object;
- taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures in responding to requests from data subjects exercising their rights;
- assist the Client in complying with its obligations under Articles 32 to 36 of the UK GDPR, including notifying the Client without undue delay, and in any event within 24 hours, upon becoming aware of a personal data breach;
- at the Client's choice, delete or return all personal data at the end of the provision of the Services, and delete existing copies unless retention is required by law; and
- make available to the Client all information necessary to demonstrate compliance with Article 28 of the UK GDPR, and allow for and contribute to audits conducted by the Client or an auditor mandated by the Client.

9.4 The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subject are set out in Schedule 3.

9.5 International transfers. Some of the tools listed in Schedule 3 are operated by providers based outside the United Kingdom, principally in the United States. Where personal data is transferred outside the UK, the Freelancer will ensure that the transfer is made under an approved safeguard - either a UK adequacy decision, or the UK International Data Transfer Agreement, or the UK Addendum to the EU Standard Contractual Clauses - and will provide details on request.

10. General

10.1 Force Majeure - Neither party is liable for delays or failures caused by circumstances outside their reasonable control.

10.2 Continuity - The Freelancer plans, approves and schedules content in advance, so scheduled publishing continues during periods of annual leave, which will be notified in advance. Where illness or another period of incapacity prevents the Freelancer from performing the Services for a continuous period, she will contact the Client and the parties will agree in writing either to pause the affected Services and the corresponding Fees, or to make up the affected work on her return.

10.3 Entire Agreement - This Agreement, together with the Schedules, constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.

10.4 Variation - Any changes to this Agreement must be agreed in writing by both parties.

10.5 Governing Law & Jurisdiction - This Agreement is governed by the law of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England and Wales.

10.6 Severability - If any provision is found to be unenforceable, the remaining provisions continue in full force and effect.

10.7 Disputes - If a dispute arises, the parties will first attempt to resolve it by discussion in good faith within 14 days of one party notifying the other in writing. Nothing in this clause prevents either party from applying to the courts at any time.

Schedule 1 - The Services

Package	[Package Name]
Managed platforms	[e.g. Instagram & Facebook]
Monthly posts	[e.g. 12 posts per month]
Custom graphics	[e.g. 6 designs per month]
Reels	[e.g. 4 Reels per month]
Carousels	[e.g. 4 carousels per month]
Stories	[e.g. up to 5 per week / N/A]
Captions & hashtags	Included - researched for every post
Scheduling & publishing	Included
Community management	[e.g. 2 hours per week / N/A]
Monthly report	[e.g. Included / N/A]
Revisions	[e.g. 2 per post]
Meta Ads management	[e.g. £449 per month / N/A]

Out-of-scope services (quoted and agreed separately if requested)

- Professional photography or videography
- Website design, development or hosting
- Deep-dive audits or workshops beyond the monthly review
- Posts exceeding the agreed monthly allocation
- Same-day or emergency postings outside the agreed schedule

Schedule 2 - Fees & Payment Terms

Item	Amount
[Package, e.g. Grow My Audience]	£[Amount] per month
Meta Ads management (if applicable)	£[Amount] per month / N/A
Setup fee (if applicable)	£249 / Waived on a 3-month term
Total monthly fee	£[Total]

- Invoices are issued on the 25th of the month preceding the month of service.
- Payment is due by the last calendar day of that same month, before the month of service begins.
- Payment is made by Bank Transfer (BACS) - account details are provided on the invoice.
- No VAT is charged. Social Growth Systems is not VAT registered.
- Ad Spend is paid directly by the Client to Meta and is separate from these Fees.
- Late payment: statutory interest at 8% above the Bank of England base rate, plus statutory fixed sum compensation, under the Late Payment of Commercial Debts (Interest) Act 1998.

Schedule 3 - Details of Processing (UK GDPR, Article 28)

Subject matter	Provision of social media management and Meta Ads services to the Client.
Duration	The term of this Agreement, plus any retention period required by law.
Nature and purpose	Scheduling and publishing content; responding to enquiries received through the Client's social media channels; creating, managing and reporting on advertising campaigns.
Types of personal data	Names, contact details and message content of individuals who contact the Client through its social media channels; names and images of individuals appearing in Client Content; Client staff contact details.
Categories of data subject	The Client's customers and enquirers; the Client's staff; individuals featured in Client Content.
Special category data	None is requested or required. The Client must not provide special category data (such as health, religious or political data) to the Freelancer.

Authorised sub-processors - the Client authorises the following by signing this Agreement:

Sub-processor	What it is used for	Where data is processed
Social media and advertising platforms	Publishing, scheduling, messaging, advertising, analytics	EU / USA
Cloud storage and file-sharing tools	Storage and sharing of Client assets and content files	EU / USA
Design and content creation software	Design of graphics and content	Australia / USA
Bookkeeping and invoicing software	Invoicing and financial records	UK
Website hosting provider	Website and enquiry-form hosting	EU
Email service provider	Client correspondence	EU / USA

The Freelancer will give at least 14 days' written notice before adding or changing a sub-processor.

Electronic Signature

This Agreement may be signed electronically. Typing your full name in the signature field below, and returning this document by email or other electronic means, constitutes a valid and legally binding signature under the law of England and Wales, with the same effect as a handwritten signature.

Signatures

Signed by the Freelancer	Signed by the Client
Danuta Grochowska, Social Growth Systems	[Client Full Name], [Company / Trading Name]
Signature (type full name): _____	Signature (type full name): _____
Date: _____	Date: _____

Thank you for choosing Social Growth Systems - I look forward to working with you.

Danuta Grochowska T/A Social Growth Systems | 61 Bridge Street, Kington, HR5 3DJ | socialgrowthsystems.co.uk | © 2026