

LEGAL AGREEMENT

This serves as a legal and binding agreement between WORD SPECIALIST AND SOCIAL MEDIA CT in collaboration with Global MarkITing Solutions. and the client

Within this document the words **service provider(s)** and **client** will be interchangeable with THE WORD SPECIALIST and SOCIAL MEDIA CT (if applicable) and the client..... and thus, understood as such.

An agreement entered into via email is legally binding, even if it is not signed in the traditional sense (i.e., with a physical or electronic signature). Here's a breakdown of key considerations:

1. Intent to be Bound

- The most important factor is that both parties demonstrate a clear **intention to be bound** by the terms of the agreement. If the emails show that both parties have agreed to specific terms and conditions, this is sufficient to create a legally binding contract, even if there is no formal signature.
- For example, if one party proposes terms and the other party accepts those terms (or performs actions in line with the agreement), this indicates an intention to be bound.

2. Offer and Acceptance

- In contract law, a valid contract typically requires an **offer**, an **acceptance** of that offer, and **consideration** (something of value exchanged between the parties). In this case – DIGITAL / ONLINE MARKETING.
- An email or WhatsApp chain that shows a clear offer whereby the terms are laid out and the client responds in agreement, forms the basis of a binding contract.

3. Electronic Signatures

- An email exchange where the sender's name is used in the email, or a specific intent to agree to terms is considered as valid as an electronic signature.
- If the email exchange includes something like "Best regards, [Name]" or if the email address is part of the communication from a known party, this shows the party's intent to agree.

4. Legal Requirements

- Contracts, such as service agreements like that which is offered by THE WORD SPECIALIST, and SOCIAL MEDIA CT, are valid without a physical signature, as long as criteria are met.

5. Terms and Conditions

- It's important that the agreement be **clear and definite** in its terms. For an agreement to be legally binding, the terms should not be vague or ambiguous.
- Emails should ideally outline the rights, obligations, and any key deadlines or terms of the agreement.
- The client may choose the [TIMEFRAME] term. Once agreed upon, this is binding.

- Once the agreed time period has reached conclusion, the client may either sign up for another fixed term, or on a month-to-month basis. If a term is agreed to, it is legally binding to be completed. If the client chooses to operate on a month-to-month basis and decides to terminate the service rendered, a one month's calendar notice period must be emailed to THE WORD SPECIALIST with one final payment.
- See below – the client shall indicate choices clearly to avoid discrepancies.
- Payment is to be made every month by the 25th for the month to follow.
- Work for the following month will not begin until payment has been received.
- Rates of services will be agreed to upfront before the contract begins.
- Prices may escalate after the first year. If entering a term longer than 12 months, the client accepts and understands that this may occur.
- Foreign clients, living outside the borders of South Africa may experience slight fluctuations during the agreed term of service dependent upon the volatility of the exchange rate. Although this is beyond the control of the service provider, we shall try to maintain stability for as long as possible.
- All instructions must be clearly stated in an email throughout the term of the contract, be it from the service provider, and or, the client.
- Such instructions include a brief for work required.

Fulfillment of Obligations

- Cancellation of services before the completion of the agreed term constitutes a breach of contract.
- Failure to pay on time constitutes a breach in contract.
- Failure to comply with terms and conditions regarding acceptance of rates once agreed to, constitutes a breach in contract.
- Failure to provide a calendar months cancellation notice and a final payment when the agreed term is complete, constitutes a breach in contract.

Consequences of Reneging on a Contract

- Reneging on a contract where the terms were clearly outlined by the service provider and acknowledged by the client suggests that the client may not be released from the contractual obligations unless they either pay the remaining balance for the term upfront upon cancellation, or fulfill the remainder of the term, which runs until the final payment due.
- The service provider is obligated to continue providing services if the client honours the agreement. If the client does not fulfill their obligations, they will be liable for the full outstanding amount, in addition to any legal costs incurred should legal action be pursued.
- The client's intent must be provided in writing upon receipt of this notice.
- Not fulfilling the terms and conditions within this contract constitutes a repudiation of a legally binding contract.

FOR AND ON BEHALF OF THE WORD SPECIALIST dated.....

As this document is sent by Bev Moss-Reilly from the email address mossreilly@gmail.com, it is validated as a signed legal document.

The client is kindly requested to please sign this document and returning it to the service provider within 24 hours.

NAME OF CLIENT

NAME OF BUSINESS

MOBILE NUMBER

EMAIL ADDRESS

SERVICES REQUIRED:

PLEASE TICK NEXT TO THE SERVICES REQUIRED:

WEBSITE CREATION

SOCIAL MEDIA

BLOG WRITING

OTHER CONTENT WRITING (PRESS RELEASES/WEB CONTENT/
NEWSLETTERS/BUSINESS LETTERS)

LENGTH OF TERM

PLEASE TICK NEXT TO THE TERM CHOSEN

6 MONTHS

12 MONTHS

18 MONTHS

ONGOING AFTER THE TERM AGREED WITH A MONTH'S NOTICE

RATE AGREED UPON VALID FOR 12 MONTHS.....

The client understands that this is a legal and binding agreement and failure to comply will constitute a breach in contract which will lead to legal fees at the clients expense if not rectified within 24 hours.

The client acknowledges having read this contract and understands the contents herein.

SIGNED BY THE CLIENT

DATE.....

B. R Moss Reilly

SIGNED BY THE WORD SPECIALIST

B R MOSS-REILLY..

DATE.....



SIGNED BY SOCIAL MEDIA CT

A BEUKES.....

DATE.....



Global MarkITing Solutions.

<https://globalmarketingsolutions.co.za>