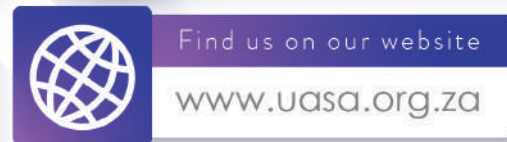
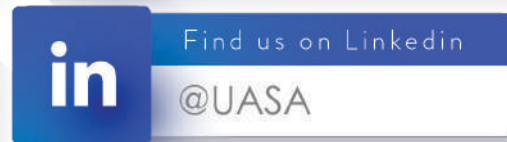
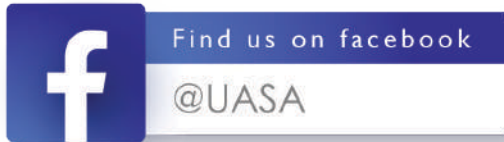




**UASA  
INDEPENDENT  
PROFESSIONALS**

## ***Crucial Facts overlooked in freelance contracts***





Freelancing has vastly become the new norm of the 4th Industrial revolution, as some people have normalized working for themselves under different clients. This is because freelancing is one profession that offers a person freedom, flexibility, time to be their own boss and generate a stable income.

Although the industry offers freelancers flexible benefits, there are drawbacks that make freelancing not all glamorous and decent as it may seem. This mostly comes down to when freelancers need to sign their contracts for their gigs. A contract assists a freelancer in streamlining everything that they need to do and know about a certain gig they will be working on.

Hence, it is important to understand your contract and have someone who can assist you to go through your contract if there are certain things one does not understand. In this ebook, we'll discuss the most important clauses that a freelancer must look out for in their contracts.

## ***Whose contract is this?***

When it comes to contracts and working with agencies and clients, it is possible that you may not work according to your ideal contract but rather one that is drawn up by your client. As with any contract you take on and intend to sign, make sure that you have a thorough look at it to make sure that it applies to your project and meets your expectations.

After reading through the payment terms, ownership and the completed work, the scope of project, make sure that the contract represents you in the best way possible. If you do not feel comfortable signing a contract that is provided by another party, then you can hire a lawyer in the field to help you draw up a contract that meets both yours and your clients expectations and demands.





## *Independent Contractor*

As an independent contractor, ensure that your contract clearly outlines your professional title in order to protect your freelance status. Pay close attention to this clause because as a freelancer, you need protection from a client who might think that they can have your services exclusively with a deceitfully-written contract.

## *Revisions*

The revision clause is important, as it will assist you when dealing with a client who cannot make up their mind. It is helpful with establishing a reasonable number of revisions you need to do on your work. After the agreed number of revisions the client will pay you extra for any other corrections or adjustments.

## *Scope of Work*

If you have ever heard the dreaded words, “Hey, I just thought of something great that we really need to add into our project!”, then you will understand exactly why you need the scope of work clause in your contract.

You need to have a clear understanding of what is in the contract and what is not, because doing endless unpaid extra work should not be one of your duties. If a client wants something extra, a clause saying that extra work will be negotiated separately will make sure that you get paid for everything that you do.







## **Indemnity**

The indemnity clause protects you from any mistakes that can be made by your client. This is because sometimes clients themselves also have clients for larger projects, of which you are a part of that project, possibly, without your knowledge, this is because if their larger contract goes wrong for some reason, you do not want to find yourself on the receiving end of lawsuits.

Therefore, this clause will indemnify you against future losses made by the client as it will specifically state that you are not an agent of that company. That way, if your client makes a mistake, you will not pay for it.

## ***Confidential Information***

When working on a project, you may come across confidential information such as customer lists, business strategies, website stats, etc. the client will want the contract to include a clause that forbids you from disclosing any of that confidential information.

You may also get access to third party information that the client has access to. Hence, you must be aware that any legal action that can be taken against you, should you disclose any confidential information.



STATUS

EARLY

B C D E F G H I J K L M  
S T U V W X Y Z

## *Early Termination*

Pay close attention to the clause “early termination” on your contract. Sometimes clients change their minds and cancel projects. If you have already started working on it and the client pulls the plug, you have to have a backup plan. This is because you could suffer financially in the process. Hence, you and the client need to have a plan in place should something like that happen.

One of your options might be getting into An agreement that the client will pay you a pre-determined amount of money, also called a “kill-fee” if they terminate the agreement early. Alternatively, you can draw up an agreement that the client will pay you for the work you have completed as of the termination date.




It is always a good idea to make sure that your contract provides you with a safety clause which states that under any circumstances, you will still receive your payment. As a freelancer, knowing that issues and language to look out for in a contract can go a long way in making you a better freelancer. Contracts are not the most fun part of freelancing, but putting in the time and effort to nail down these issues up front can help you side-step serious misunderstandings down the road. It seems the world of freelancing is full of legalities that can change or even alter the working relationship between the client and the freelancer. Many people are not aware of what their rights are and how they should be addressing work contracts. Luckily, UASA, through the union of its independent professional sector, is uniquely positioned to assist freelancers or independent professionals with their contracts amongst other things.





## Contact Us

 Find us on facebook  
@UASA

 Follow us on X  
@UASA

 CONTACT us on whatsapp  
076 465 9183

 Find us on LinkedIn  
@UASA

 24/7 Call Centre:  
086 1008272

 Find us on our website  
[www.uasa.org.za](http://www.uasa.org.za)



**UASA**  
**INDEPENDENT**  
**PROFESSIONALS**

#### Head office

■ Constantia Ridge Office Park, Block B, 231 Panorama Drive,  
Constantia Kloof.  
T: 011 472 3600  
Whatsapp nr: 076 465 9183  
E: admin@uasa.org.za

#### Regional offices

- |   |   |
|---|---|
| ■ Carletonville<br>70 Annan Rd<br>T: 018 787 3224<br>Fax: 018 787 3225<br>Whatsapp nr: 083 274 1476<br>E: farwestrand@uasa.org.za   | Whatsapp nr: 083 309 4653<br>E: northcoast@uasa.org.za  |
| ■ Durban<br>70 Cato Road, Glenwood<br>T: 031 201 7299<br>Fax: 031 201 9799<br>Whatsapp nr: 083 274 0743<br>E: kzn@uasa.org.za   | ■ Rustenburg<br>193 Kock Street<br>T: 014 533 4740<br>Fax: 014 533 4742<br>Whatsapp nr: 083 274 5328<br>E: nprovince@uasa.org.za                      |
| ■ Klerksdorp<br>80 Buffeldoorn Road, Office 4,<br>Flamwood Klerksdorp<br>T: 018 462 9611<br>Fax: 018 462 8732<br>Whatsapp nr: 060 523 6810<br>E: nwest@uasa.org.za  | ■ Thabazimbi<br>12 Koraalboom Avenue,<br>Thabazimbi<br>T: 014 772 3457<br>Fax: 014 940 5762<br>Whatsapp nr: 060 524 2929<br>E: thabazimbi@uasa.org.za |
| ■ Port Elizabeth<br>Dis-Chem Newton Park<br>Centre 289, 2nd Avenue<br>(Cnr. Cape Road & 2nd<br>Avenue) Newton Park,<br>Port Elizabeth<br>Fax: 041 363 4932<br>T: 041 363 4925 / 4927<br>Whatsapp nr: 083 559 9211<br>E: ecape@uasa.org.za | ■ Welkom<br>411A Stateway Road Doorn<br>T: 057 352 4066<br>Fax: 057 353 4385<br>Whatsapp nr: 083 273 8451<br>E: freestate@uasa.org.za                 |
| ■ Richards Bay<br>Lakeview Terrace, 7 Penny<br>lane street, Richardsbay<br>T: 035 789 7882<br>Fax: 035 940 2184   | ■ Cape Town<br>5 Middel Street, Bellville<br>T: 021 946 1664<br>Fax: 021 949 0908<br>Whatsapp nr: 083 274 3565<br>E: wcape@uasa.org.za                |
|   | ■ Witbank<br>11 Beatty Avenue<br>T: 013 656 4751<br>Fax: 013 690 3070<br>Whatsapp nr: 083 274 1127<br>E: mpumalanga@uasa.org.za                       |