

PREPARING CONTRACTS FOR FREELANCERS AND SELF-EMPLOYED PERSONS

In reference to the Tripartite Standard on
Contracting with Self-Employed Persons



A Simple Guide for
Service Buyers

TAFEP
Tripartite Alliance for
Fair & Progressive Employment Practices

ntuc
National Trades Union Congress

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What is the Tripartite Standard on Contracting with Self-Employed Persons?

To Note



The Tripartite Standard on Contracting with Self-Employed Persons (TS-SEP) is a set of recommended practices for service contracts that service buyers in Singapore should follow when engaging freelancers.



Following its practices helps ensure both parties are clear on their contractual obligations during projects.

As a service buyer, preparing contracts for freelance projects can be challenging if you are not familiar with what is required. While it's best to hire a lawyer to write contracts for higher-value and more complicated projects, you can still write an effective contract for simple projects by referencing the **Tripartite Standard on Contracting with Self-Employed Persons (TS-SEP)**.

Developed by the Ministry of Manpower (MOM), the National Trades Union Congress (NTUC) and the Singapore National Employers Federation (SNEF), the TS-SEP is a set of recommended practices for service contracts that service buyers in Singapore should follow when engaging self-employed persons, such as freelancers.

Referencing these practices can help ensure both parties are clear on the project requirements and their contractual obligations.

View the recommended practices by scanning the QR code on the right.

This booklet will explain each recommended practice and provide sample contract terms you can adapt for projects.



View the TS-SEP's
recommended
practices

Which terms are essential in the service contract?

To Note

The service contract should cover these essential terms:



The service buyer's and the freelancer's company names



Variation and termination



The freelancer's services



Dispute resolution



Payment

The service buyer's and the freelancer's company names

To clarify who is involved in the project, the contract should include both parties':

- Full company names
- Company ACRA registration numbers

If either party does not have a company, the contract may state their full name as per NRIC and the last four characters of their NRIC number instead.

Optional: The contract may also include both parties' contact details. This provides both parties with a contact point during the project.



Sample terms

This is a contract between the service buyer, Company Pte Ltd (UEN 202012345A), and the freelancer, John Tan (NRIC number ending in 789Z).

Service buyer
Company Pte Ltd
UEN 202012345A
Point of contact:
Amanda Lim
amanda@
company.com

Freelancer
John Tan
NRIC number
ending in 789Z
johntan@
email.com

The freelancer's services

The contract should state the freelancer's services to ensure they provide the expected project deliverables.

For example:

- Who will provide the services?
- What services will the freelancer provide?
- By when does the freelancer need to provide these services or complete the deliverables?
- Where will the freelancer provide these services?
- How will the freelancer provide these services?

It may also be helpful to clarify:

- **The services the freelancer will not provide.** This way, you can make other arrangements if you need them.
- **The actions the client needs to take to facilitate delivery of the freelancer's services.** For example, this could be giving the freelancer access to your website for a website development project.

Sample terms



Provision of copywriting services for a 1,000-word blog post on good sleep hygiene for Company Pte Ltd. This includes one draft and two rounds of edits, with the first draft to be delivered by 31 October 2024.

- *Half-day film shoot for a customer case study video for Company Pte Ltd on 31 October 2024 at 9 a.m.*
- *Location: 123 Marina Bay Rd, #12-456, Singapore 987123*
- *The freelancer will provide basic video camera, lighting and sound equipment*
- *The freelancer will deliver the footage within 3 working days after the shoot*
- *The freelancer will not edit the footage*

Payment

Be transparent on the payment terms to the freelancer. These terms should cover matters such as:

- **Payment amount:** The amount you will pay the freelancer for the project.
- **Payment schedule:** The timeframe for the freelancer to submit their invoice and the amount invoiced each time. For example, the freelancer may invoice for payment upfront or before submitting each deliverable.
- **Payment due date:** The deadline for receiving payment. This can be a specific date or a number of days from receiving the freelancer's invoice.
- **Payment mode:** The methods you may use to pay the freelancer. Examples are bank transfer, PayNow and credit card.



Sample terms

The cost of the services is \$1,000. The freelancer will invoice for 100% of the fee at the start of the project, and payment is due within 7 days of the invoice date. Payment will be made via bank transfer.

The project rate is \$1,000. The freelancer will invoice for payment before starting work on these deliverables:

- *Deliverable 1 (Research): 20% of the project rate*
- *Deliverable 2 (Submission of first draft): 50% of the project rate*
- *Deliverable 3 (Submission of final draft): 30% of the project rate*

*Payment is due within 30 days of the invoice date.
Payment will be made via bank transfer.*

Variation and termination

During the project, either party may need changes to its scope.

For example:

- You may need the freelancer to provide extra deliverables
- The freelancer may recommend additional services

Either party may also choose to terminate the project entirely.

If there are changes to the project's scope during the project, both parties should agree to the changes and write down their agreement to these changes.

Parties may state the notice period that is needed for any changes to be made and select a reasonable duration to give the other party time to decide whether to agree to the changes.

Sample terms



If one person wants to change the project's scope, they must let the other person know at least one week in advance.

The other person must agree to the changes, and both sides will need to write down their agreement to change the project's scope before the changes can take effect.

Dispute resolution

Parties should set out rules for resolving any disputes that happen during the project.

In reference to the TS-SEP, the contract needs to let either party bring disputes:

- **For mediation:** Mediation is a method of resolving disputes where a neutral third-party mediator helps both parties work towards an amicable resolution.
- **To the Small Claims Tribunals (SCT):** The SCT may help resolve disputes over contracts for the provision of services involving claims for up to \$30,000.

Freelancers who are members of NTUC's Freelancers and Self-Employed Unit (U FSE) and its network of associations, such as NICA and VICPA, can approach U FSE for help.

U FSE can advise parties to attend mediation at the Tripartite Alliance for Dispute Management (TADM), or to go to Small Claims Tribunals (SCT) to resolve the disputes.

Sample terms



If a dispute occurs, both parties agree to mediate it at the Tripartite Alliance for Dispute Management at NTUC, or bring it to the Small Claims Tribunals, whichever option is more appropriate.

The contract must be written down

To Note



Write down the agreed contract terms in a typed PDF document.



It is recommended that both parties should sign the contract.

Once both parties have come to an agreement on the contract's terms, the TS-SEP recommends writing the terms down in an official document.

This document should be a typed PDF document in line with professional business documentation practices.

Having a written contract to reference helps both parties avoid misinterpretations of what is expected of them.

It is recommended that both parties should sign the contract.

When parties sign the contract, their signature indicates a binding business relationship and that they have read and agreed to the project scope.



Get a free contract template

To Note



You don't need to write your contract from scratch—use this free template.

The Ministry of Manpower has developed a key terms of engagement contract template according to the TS-SEP. The template is free, and you may use it as the starting point of your service contract.

Download the template by scanning the QR code on the right.

The template includes blank contract terms that you may fill in with information, such as the freelancer's services and the payment amount, according to the project requirements.

The template also contains space for adding other contract terms such as:

- The aspects of the project the freelancer needs to keep confidential
- Who will own the deliverables, including the copyright and intellectual property rights (if applicable), after the project is complete
- Whether the freelancer can subcontract the work to others

Adding these terms is optional if you are referencing the TS-SEP. However, you may choose to include them to provide further clarity on the project scope.

Upon completing the contract template, provide a copy to the freelancer so they can review the contract terms. You should also discuss the terms with the freelancer and make changes to them if needed.

Once both parties are agreeable to the terms, both parties should sign the contract. The project can then officially start.



Download the key terms of engagement contract template

Adopting the Tripartite Standard on Contracting with Self-Employed Persons

To Note



Consider adopting the TS-SEP to position your organisation as a preferred client for freelancers who want to work with trustworthy service buyers.

Service buyers in Singapore are encouraged to formally adopt the TS-SEP to indicate their commitment to fair contracting practices.

Once you have adopted the TS-SEP, your organisation's name will be listed as a TS-SEP Adopter on the Tripartite Alliance for Fair and Progressive Employment Practices (TAFEP) website.

You will also receive the TS-SEP logo, which you can display on your website, recruitment and publicity materials.



Scan this QR code to adopt the TS-SEP.

If you have adopted the TS-SEP, well done!
Keep following its recommendations as you prepare contracts for freelance projects.



Adopt the TS-SEP

Checklist

Use this handy checklist to follow the recommendations under TS-SEP when working with freelancers:

Before the project

- ☐ I have prepared a draft contract that covers the TS-SEP's recommended terms:
 - The service buyer's and the freelancer's company names
 - The freelancer's services
 - Payment
 - Variation and termination
 - Dispute resolution
- ☐ I have given a draft copy of the contract to the freelancer.
 - OR If the freelancer is providing the draft contract instead, I have checked that it covers the TS-SEP's recommended terms.
- ☐ I have discussed the contract's terms with the freelancer and changed them (as needed) to ensure they are fair.
- ☐ The freelancer and I both agree on the contract's terms.
- ☐ The freelancer has a written copy of the contract terms that we agreed to.

During and after the project

- ☐ I will do my best to follow the contract's terms and make the project a success.
- ☐ I have adopted the TS-SEP on the TAFEP website.



Resources



**Learn about the
Essentials of Fair Contracting
for Service Buyers**



**Work with vetted
freelancers in the U FSE
Freelancer Directory**



**Learn about the Small
Claims Tribunals**

fseu@ntuc.org.sg

**Reach out to U FSE
to learn more about
fair contracting with
freelancers**

Notes

