Website design contract: developer's version

Dated: [date]

Contents

This agreement is dated: [date]

It is made between   [Client name]

of   [address] ("the Client")

And   [Web site writer' name]

of   [address] ("the Writer")

These are the agreed terms

1.   Definitions

"Detailed Specification"   means the written specification of all of the software requirements to satisfy

.

"Excluded Matters"   means commercial arrangements for which the Writer is not responsible and which are pre-

.

"Intellectual Property"   means intellectual property owned by the Writer, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs,

,   ,   ,   ,

,

.

"Phase"   means one of the numbered stages

.

"Price"   means the price for the Project or a part of the Project
1 .

"Project"   means all work in connection with the design and writing of the Website, until the Website is fully

.

"Reports"	means the reports listed in Schedule 2.
"Schedule"	means a schedule to this agreement.
"Search Engine Strategy Specification"	means the specification set out in Schedule3.
"Timetable"	means the timetable specifying the dates for the completion of each of the Phases of the Project as set out in Schedule 4
"Website"	means the Website of the Client, to be [edited/ written] .
"Website Documentation"	means the instruction manuals user guides and other documentation agreed .
"Website Host"	means a firm or company in the business of hosting Websites, with whom the .

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted

 .

2.2. A reference to a person includes a human individual, a corporate entity and any organisation

 .

2.3. A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a

 , , -

 .

2.4. The headings to the paragraphs and schedules (if any) to this agreement are inserted

 .

2.5.   Any agreement by any party not to do or omit to do something includes an obligation not to allow some

.

2.6.   In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of
, [$ 100   ].

2.7.   All money sums mentioned in this agreement are calculated net of GST, which   .

2.8.   These terms and conditions apply to all work on the Project. They prevail   .

2.9.   This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

,

.

3.   Basis of Contract

3.1.   In entering into this contract the Client has not relied on any representation or information from any source except the

.

3.2.   For the Price and subject to the terms of this agreement the Writer hereby undertakes to complete the Project so as to satisfy the Detailed

.

3.3.   So far as the Writer allows use of his Intellectual Property, he grants a licence to the Client for [80]   ,
.

4.   Representative liaison

4.1.   With effect from today the Writer and the Client shall each nominate a representative who shall be authorised to make

:

4.1.1   organising [monthly/weekly] meetings at which they shall
;

        4.1.2   providing all information and documentation reasonably required by the other of them

           .

4.2.   [Each month] the Writer' representative shall prepare a progress report on the progress of the Project and shall deliver a copy to

           [3]   .

5.   Project management procedure

5.1.   The Writer shall prepare the Detailed Specification and the Client shall provide to the Writer all information and

           .

5.2.   The Writer shall use all reasonable endeavours to complete the preparation of the Detailed Specification by the date set out in the Timetable or

           .

5.3.   The Client shall use all reasonable endeavours to complete the preparation of the Content by the date set out in the Timetable or as soon thereafter

           .

5.4.   The Client shall within [seven] days of receipt of the

           :

        5.4.1   his approval as drawn; or

        5.4.2   his comments and/or requests for amendment as

           .

        If the Client fails to respond within said period he shall be

           .

5.5.   The Writer shall take account of all reasonable comments and/or requests for amendment received from the Client and shall incorporate them in a revised version of the Detailed

           .

5.6.   The process described above shall be repeated until the Client has approved (or is   )

        .

5.7.   If the Client requires an amendment to the Detailed Specification to take account of any application function or performance criteria not

previously specified then the Writer shall be entitled to make such revision

.

5.8. The Writer and the Client agree to use all reasonable endeavours to complete the process of approval of the Detailed Specification by the date

.

5.9. The Writer will write the Website and the Website Documentation in accordance with the milestones set out in

.

5.10. The Website Documentation shall be updated from time to time so that it provides a precise

.

5.11. The Client will use all reasonable endeavours to complete arrangements in respect of such of the Excluded Matters as are

-

.

5.12. Delivery shall be effected for the purpose of this agreement only when the Website is complete and tested

.

6. Content of Detailed Specification

The Detailed Specification shall include (   ):

6.1. a list of browsers with which the   ;

6.2. the Client's functional requirements for the Website;

6.3. the Clients quantitative requirements for the Website;

6.4. the software languages, applications, and adaptations proposed to be used   ;

6.5. the bought-in software and plug-in sub-systems proposed to be used in the construction of

;

6.6. the layout and content of the Reports;

6.7. any necessary administrator control panel or system;

6.8. a list of password protected files, specifying in each case, the function of the file, the

;

6.9. any necessary communications systems required with details of

;

6.10. details of each commonly accepted standard which will

,

.

7. Text modifications

7.1. The Writer shall notify the Client when the Website is substantially complete as to the text on the (

)

( )

.

7.2. The Client shall provide to

.

7.3. The Writer shall make the modifications requested and

1 .

8. Variations

8.1. The Client shall be entitled at any time prior

.

8.2. The Client shall provide the Writer with

.

8.3. Within [3] days of receipt of such

:

8.3.1 the estimated number of additional hours of work;

8.3.2 any necessary alteration to the Timetable;

8.3.3   as are caused by the proposed modification.

8.4.   If the Client elects to proceed with the modification within [3]

.

8.5.   If modification is requested after the Website has been substantially constructed the

,

.

8.6.   If the Writer modifies the whole or any part of the Website in accordance with

.

9.   Testing and acceptance

9.1.   The testing shall take place

.

9.2.   The Writer   .

9.3.   If any fault or "bug" is found

[100] %.

9.4.   When the test procedure is completed with [100] %   ,

.

9.5.   Within [seven] days, the Client shall inform the Writer

,
.

9.6.   The Project is complete after:

9.6.1   the testing   [100] %   ;

9.6.2   the Website is
;

9.6.3   updated versions of the Detailed

;

9.6.4   [a set of all files identical to the published set

].

10.   Price and payment

10.1.   The Client shall pay the Price Phase

1 .

10.2.   The Writer shall during the currency of this

-         -

.

10.3.   Each invoice submitted to the Client for time charged by the

.

10.4.   The Writer shall be entitled upon not less than [28] days notice to the
Client and not   [12   ]

.

[6] %   .

10.5.   The Writer reserves the right to charge the Client interest in respect of
the late payment of any sums   (
)   [5]

.

10.6.   The cost of work
[   ].

10.7.   The Client will make payment   [
]   .

11. Demonstration and training

11.1. Immediately upon publication of the Website, the Writer will provide [4]

,

.

11.2. The Writer shall provide such further training as the Client may request within [12   ]

1 .

.

12. Exclusions from contract

The Excluded Matters are:

12.1. Registration of necessary domain names;

12.2. Arrangement of
;

12.3. Contracting for web
;

12.4. Supply new or   -
;

12.5. Purchase of any necessary computer hardware and software;

12.6. Search engine
.

13. Confidentiality

13.1. The parties are aware that in the course of the Project they will each have

,   ,
.

13.2. The parties hereby undertake for themselves and every employee or sub-contractor whose services they may use both

(   )
.

13.3. For the purposes of the Client's above undertaking, the
                                                          (
)
.

13.4. Each of the Writer and the Client hereby undertakes to the other to
make all relevant employees' agents and sub-

-
.

13.5. Each of the Writer and the Client hereby undertakes to the other that
for the period of [12 months]

.

13.6. The provisions of the last previous sub paragraph

,   .

14. Third party software rights

14.1. If the Writer incorporates or embeds third party software products in the
Project then such products will so far as possible be properly licensed
to the Client, with full

.

1 .

14.2. Insofar as the terms of business of a third party seller of software do
not permit the   ,

.

14.3. Insofar as it is impractical to follow the procedure set out above, then the Writer shall be deemed to be the agent of the Clients for the purpose of buying such   .   ,

                                                                    -              ,

                                                                    .

                                                                         .

                                                        -

        .

15. Intellectual property ownership

Software code and graphic images owned by a third party are not affected by this agreement.

        ,   :

15.1. Website concepts belong to the Writer / Client.

15.2. Website designs
                    .

15.3. Website designs not used belong to the Writer.

15.4. Graphic images provided by the Writer

                        .

15.5. Software code written by the Writer

                        .

15.6. Code written
                    .

15.7. Software elements being
                        .

15.8. The Writer now grants an exclusive license to the Client for all items listed above and owned by them,

[99]　　　　　　.

.

16. Intellectual property rights indemnity by Client

The Client hereby agrees

　　　　　　　　　：

16.1. in any　　　　　　　　　　　　　　　　　　；

16.2. out of any

　　　　　　；

16.3. from a　　　　　　　　　　　　　．

17. Disclaimers and limitation of liability

17.1. The law differs from one　　　　　　．

　　　　　　　　　．

17.2. All implied conditions,

　　　　　．

17.3. The Writer knows nothing about

　．　　　　　　　　　　　：

　　17.3.1 the instructions given by the Client in connection with

　　　　　　　　　　；

　　17.3.2 the functionality

　　　　　　　；

　　17.3.3 the text

　　　　　；

　　17.3.4 compliance of the

　　　　　．

17.4. This paragraph (and any other paragraph which excludes or restricts
　　　 the liability　　　　　　　　　　)

　　　　，　　　，　　　，　　，　　．

　　　　　　　　　　　．

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17.5. The following provisions set out the Writer's entire   (

)   :

    17.5.1 any breach of

        ;

    17.5.2 any representation, statement or

        .

And the   .

17.6. Any act or omission on the part   ,
        '

    .

17.7. The Writer' entire liability in respect of any Event

    .

OR

17.8. The Writer' entire liability in respect

        $ 00 , 000
    .)

17.9. The Writer shall not be liable to the Client in respect of any Event of
Default for loss of profits goodwill or any
        (

)

        .

17.10. If a number of Events of Default give rise

        .

17.11. The Client hereby agrees to give the   [
    28]
    .

17.12. The Writer shall have no liability to the Client in respect of any Event of
Default unless the Client
        [   ]

.

17.13. Nothing in this paragraph shall confer

.

17.14. The Writer shall not be liable to the Client

.

18. Termination

This agreement may be terminated:

18.1. immediately by the Writer if the Client fails

[35   ]

;

18.2. immediately by either party if the other commits any material breach of any term

[30   ]

;

18.3. immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets

(

);

18.4. Any termination of this agreement by this

.

19. Miscellaneous matters

19.1. The schedules, if any,

.

19.2. No amendment or variation to this agreement

,

.

19.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated

,

.   ,

.

19.4. Neither party shall be entitled to assign this

.

19.5. Any obligation in this agreement

.

19.6. No failure or delay by any party to exercise any right,

.

19.7. The Client agrees that the Writer may disclose his information, including assigned   ,   ,   ,

.

.

19.8. Any communication to be served on either of the Parties by

-        .

It shall be deemed to have been delivered:

if delivered   :
;

if sent by post   :   72
;

If sent by   :   24
;

If sent by e-mail to the address from which the receiving party has last sent e-mail: 24

-
· [

-     ·   ,

.]

19.9.   In the event of a dispute between the parties to this agreement,

.

19.10. This agreement does not give any right to any third party, except that any

,   ,   ,

,   ,

.

19.11. Neither party shall be liable for any failure or delay in

, [

].

19.12. In the event of any conflict between any term of this agreement and the

,

.

19.13. The validity, construction and performance of this agreement shall be governed by laws   [   ].

[

]   .

Signed by [name]:

Signature:

Duly authorised by the Client:

Signed by [name]:

Signature:

Duly authorised by the Writer:

Schedule 1

Schedule of prices and charges:

Fixed prices for work specified in Detailed Specification **$**

A - preliminary advice   ,   ,   ;
        000

B - preparation of   ,   ;   000

D - page design and   ,   ;
                000

E - writing of   [   ];   000

F - writing of   -   ;
000

G - liaison and   ;
000

H - preparation   ;   000

J - software licence fees payable by the Client

 annually in perpetuity,   .
000

Hourly rates

Hourly rates for additional work are:	**$ per hour**
Project manager /	00
Html and web	00
Dynamic coding	00
Creative graphic design	00
	00

Signed by the parties for identification:

Schedule 2

Reports required

,

:

1.   Client listing report.

2.   Client details report.

3.   Client order history report.

4.   Product / marketing report.

5.   Sales listing report.

Signed by the parties for identification:

Schedule 3

Search Engine Strategy Specification

Signed by the parties for identification:

Schedule 4

The Timetable

The times listed below do not include time spent by the Client in providing approvals and making modifications.

		Completion **Weeks from today**	**Proportion of total estimated payment due %**
Phase 1	Preliminary discussions	2	0
Phase 2	Presentation of Detailed Specification	6	20
Phase 3	Final approval of Detailed Specification	10	05
Phase 4	Completion of approval of design stage	13	20
Phase 5	Test procedure submitted to Client for approval	20	05
Phase 6	Completion of Project	24	50
	Completion date	[Insert]	

Signed by the parties for identification:

Example Detailed Specification for writing a website

:   .

.

.

"   "

.

Section 1 - Functional requirements

1.   General description of purpose of site

   1.1   To advertise the services of the Client

   1.2

   1.3   To increase awareness of the Clients services worldwide.

   1.4   To sell the Clients services worldwide.

   1.5

                                                          .

   1.6

                                                    .

   1.7

                                                       .

2.   Sub systems required

   The following sub-systems will be required:

   2.1   -

            /   .

   2.2   -

            .

   2.3

                              .

            .

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2.4

.

2.5

.

7 .

2.6   -

[   ],

.

,   ,
.

2.7

.

3. Control panel and administration reports

3.1   ,

,
.

:

Price of each product

Maximum delivery time

Quantity discount

Minimum value of order

Current special offer

Text for home page advertisement

Control Panel Access password

3.2

.

3.3

.

Section 2 - software and technical requirements

4.

800   600   .

1024   768   .

1024

768   .

5.   [

/   ]   .

6.

.

7.

[ ].

8.   (/   )   .

9.   JavaScript will be used for Client side scripting.

10.   /   -

.

11.   ,

[ ],   ,

[ ] /   ,

.

12.

:

12.1   recommend a suitable hosting service;

12.2   arrange the hosting contract;

12.3   send the Project software to the host;

12.4   approve the publication of the website;

12.5

.

13.   [. . . . . .]

/   .

14.

:

First name

Last name

Email address

Telephone contact

Business name

Business address

Type of business

Items ordered

Price of each item ordered

Date of order

15.

[   ],   [

].

Section 3 - Images

16.

.

17.

/   .

Section 4 - Design requirements

18.

800   600   ,   .

19.   /

.

20.

.

.

21.

.

22.

.

23. ,

- ,

120 ,

6pt .

Section 5 - site registration / records

24. The principal URL of the site is:

25. .

: .

26. The host details are:[details]

Section 6 - list of principal pages / site map

1. Home

2. Our services

3. Product list

4. Client reference / registration

5. Confirm purchases

6. Contact us

7. Information on usage

8. FAQ's

9. etc, etc

Explanatory Notes:

Website design contract: developer's version

General notes

1.   **This agreement**

This agreement has been drawn to protect you as far as possible. It follows that it is tough on your counter party. However, that is relative. If you are entering into a joint venture agreement you will not expect to put your future partner at a disadvantage. On the   ,

                    ,

          .

It follows that the agreement will contain provisions which you regard as too strong. We have drawn it that way because it is very easy for you to assess our words and decide what you should delete. It would not be so easy

                              .

Paragraph Specific Notes:

Notes following the numbered paragraphs

1.   **Definitions**

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms

                              .   /

                                                  .

                                        :

We use	You decide to change to
Goods	Products / Dolls / Software / Furniture
Services	SuperHosting / ProAccounting / Our Advisory service

Our website   The Jones Site / the Site

But if you do change the defined word, **make sure it applies to every use**

.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not "lawyer's blurb". Every item has been carefully considered in the context of this agreement and has been included for a purpose. Many of them strengthen the framework within which the

.

.

3. Basis of contract

Technically, you are both selling services and granting a licence

.

4. Representative liaison

The provision for representative liaison should be re-written to reflect the

.

.

5. Project management procedure

The project management procedure provides a mechanism for the provision of multiple alternatives to the client so that there is real choice. To reduce the cost of the design work,

,

.

6. Content of Detailed Specification

Approval of Detailed Specification merits more importance than either party is usually willing to give it. A properly drawn specification is the basis of the contract, to which either party can turn in the event of question or misunderstanding. A

.

.

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.

7.   Text modifications

Without this provision, many clients will assume

                                                                                       !

8.   Variations

It is exceedingly rare for a client to have the skills and facilities necessary to design the text layout for individual pages. Much of the work on the

                                                                                     .

                                                                                          .

9.   Testing and acceptance

The testing procedure and testing quality varies greatly from one web writer to another. It is for the writer to identify the extent of testing regarded as satisfactory,

                     .

                           .

It is usual for the   :

the checking of every link, and

the following through the site of each separate route and sub route which could be taken by a site visitor, including the submission of information and the checking of   -   .

                                               ,

                                            ,

        .

This testing procedure can be repeated by
-   .

Additional testing would involve, for example, size and structure of a database; compliance with the detailed specification for the size of database fields;   -

        .

                                        .

10.   Price and payment

The writer should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies a precise procedure and point in time when a final invoice may

-                    ,

.

In the section on price and payment, provision is made for a procedure which will enable the writer to call   ,

.

It is inevitable that your client will propose charges. It is therefore

.

11.   Demonstration and training

Provision has been made for demonstration and training, as is likely to be required for the average site. There will however be many occasions

.

,

.

12.   Exclusions from contract

The excluded matters are mentioned largely for the avoidance of   .

.

,   .

.

13.   Confidentiality

We have included this paragraph because a business has so many secrets

.

"

"   .

14.   Third party software rights

Care is needed in dealing with third party software. Most websites include items bought in, possibly downloaded from the Internet and subject to non-

.

.

15. Intellectual property ownership

Few business managers appreciate just how much IP is owned

.   ,

.

,   .

The question of who owns what intellectual property rights is one for detailed discussion and decision before the contract is signed. The position set out in the document is most usual, but   .

.

.

,

.

.

The document provides for extensive intellectual property rights indemnities by both sides. Because it is so easy inadvertently to contravene the

,

,

.   ,

.   ,

.

16. Intellectual property rights indemnity by Client

The limitations on liability are   ,

.

17. Disclaimers and limitation of liability

Reduces the chance of a successful

.

Some of these provisions may be void against a European client.

.

.

,

.

The law is complicated and much depends on the facts of .

,

.

You will see that we have also included in the provision for

.

.

18. **Termination**

It is after termination that conflicts .

, .

.

19. **Miscellaneous matters**

A number of special points. We have identified each of these as

.

, .

.

.

Schedule 1 covers .

.

Schedule 2 lists example reports that might be required by a client with a

.

.

.

Schedule 3   contains the search engine strategy specification. The parties may prefer to include   .   ,

                                                    ,

                                            ,

                                            ,

                            "   "

                        .

Schedule 4   The timetable should be the subject of careful discussion. In   ,

                                                    ,

                    .

                ,

                                        .

End of notes