# Web development contract

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Schedule 1 Prices and charges

Schedule 2 The timetable

This agreement is dated: [date]

It is made between:

[Client name] of [address] (" ■ ■ ■ ■ ■ ■ ■ ")

And

[Website writer' name] of [address] (" ■ ■ ■ ■ ■ ■ ■ ")

These are the agreed terms

#### 1. Definitions

Deminitions	
"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, trade marks, unregistered marks,
"Phase"	
"Phase" "Price"	•••••
	means one of the numbered stages in the Timetable means the price for the Project or a part of the
"Price"	means one of the numbered stages in the Timetable means the price for the Project or a part of the Project • • • • • • • • • • • • • • • • • • •

"Website"		means the website of the Client, to be [edited / written]
"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
Inter	pretation	
This a	greement shall be	interpreted as ■ ■ ■ ■ ■ ■ ■ ■ ■ :
2.1.	A reference to a person includes a human individual, a corporate entity and any organisation ••••••••••••••••••••••••••••••••••••	
2.2.	Any reference to a	person made in the agreement is to be ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.3.		aragraph or schedule is to a paragraph or schedule unless the context ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	[Except where star from this ■ ■ ■ ■ ■	ted otherwise], any obligation of any person arising
2.5.	•	nentioned in this agreement are calculated net of
2.6.		conditions apply to all supplies of goods by the ustomer. ••••••••••••••••••••••••••••••••••••
2.7.	conflict in meaning	made only in the English language. If there is any g between the English language version of this by version or ••••••••••••••••••••••••••••••••••

.............

## 3. Basis of Contract

3.1.		ring into this contract, the Client has not relied on any entation or information from any source except the ■ ■ ■ ■ ■ ■ ■ ■	
3.2.		Price and subject to the terms of this agreement the Writer undertakes to complete the Software Work so	
3.3.	So far as the Writer allows use of his Intellectual Property, he grants a licence to the Client for [80]		
Soft	ware	Work procedure	
4.1.		riter shall prepare the Detailed Specification and the Client shall to the Writer all information and   The state of the Writer all information and  The state of	
4.2.	prepara	riter shall use all reasonable endeavours to complete the ation of the Detailed Specification by the date set out in the ble or	
	••••		
4.3.	prepara	ent shall use all reasonable endeavours to complete the ation of the Content by the date set out in the Timetable or as	
4.4.	The Cli	ent shall within [seven] days of receipt of the    I I I I I I I I I I I I I I I I I I	
	4.4.1	approval as drawn or	
	4.4.2	his comments and/or requests for amendment as $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$	
	4.4.3	If the Client fails to respond within the said period he shall be	
4.5.	reques	riter shall take account of all reasonable comments and/or ts for amendment received from the Client and shall incorporate a a revised version of the Detailed	

	••••••
4.6.	The process described above shall be repeated until the Client has approved (or is •••••••••••••••••••••••••••••••••••
4.7.	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
	****
4.8.	The Writer and the Client agree to use all reasonable endeavours to complete the process of approval of the Detailed Specification by the date
4.9.	The Writer will complete the Software Work and the Documentation in accordance with the milestones set out in
4.10.	The Documentation shall be updated from time to time so that it provides a precise technical   .
4.11.	The Client will use all reasonable endeavours to complete arrangements in respect of such of the Excluded Matters as are
4.12.	
Cor	itent of Detailed Specification
The [	Detailed Specification shall include (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ )
5.1.	a list of browsers with which the <b>■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■</b> ;
5.2.	the Client's functional requirements for the Software Work;
5.3.	the Clients quantitative requirements for the Software Work;

	5.4.	details of the software languages, applications, and adaptations proposed to be used ••••••••••••••••••••••••••••••••••••
	5.5.	the bought-in software and plug-in sub-systems proposed to be used in the construction of
	5.6.	any necessary administrator control panel or system;
	5.7.	a list of password protected files, specifying in each case, the function of the file, the
	5.8.	any necessary communications • • • • • • • • • • • • • • • • • • •
	5.9.	details of each commonly accepted standard which will • • • • • • • • • • • • • • • • • •
6.	Text	modifications
	6.1.	When the Software Work is substantially complete, the Writer
	6.2.	The Client shall • • • • • • • • • • • • • • • • • •
	6.3.	The Writer shall make the modifications • • • • • • • • • • • • • • • • • • •
7.	Vari	ations
	7.1.	The Client shall be entitled at any time prior
	7.2.	The Client shall provide the Writer with

	7.3.	Within [3] days of receipt of such
		7.3.1 the estimated number of additional hours of work;
		7.3.2 any necessary alteration to the Timetable;
		7.3.3 as are required by the proposed modification.
	7.4.	If the Client elects to proceed with the modification within [ 3 ] ■ ■ ■ ■
	7.5.	If modification is requested after the Software Work has been substantially completed the
	7.6.	If the Writer modifies the whole or any part of the Software Work in accordance
8.	Tes	ting and acceptance
	8.1.	The testing shall take place
	8.2.	The Writer • • • • • • • • • • • • • • • • • • •
		■■.
	8.3.	If any fault or "bug" is found
		If any fault or "bug" is found <b>— — — — — — — — — — — — — — — — — — —</b>
	8.3. 8.4.	If any fault or "bug" is found
		If any fault or "bug" is found ••••••••••••••••••••••••••••••••••••

8.6.	The So	oftware vvork is complete after:
	8.6.1	the testing •••• • • • • • [ 100 ] % • • • • ;
	8.6.2	the Website is ••••;
	8.6.3	updated versions of the Detailed
	8.6.4	[a set of all files identical to the published set
Pric	e and	payment
9.1.		ient shall pay the Price Phase ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.2.	The Wi	riter shall during the currency of this agreement
9.3.	Each ir	nvoice submitted to the Client for time charged by the ■ ■ ■ ■
	••••	
9.4.	Client	riter shall be entitled upon not less than [28] days notice to the and not •••••••••••••••••••••••••••••••••••
0.5		riter reserves the right to charge the Client interest in respect of
J.U.	the late	e payment • • • • • • • • • • • • • • • • • • •
9.6.	The co	st of work = = = = = = = = = = = = = = = = = = =
	<ul><li>Pric</li><li>9.1.</li><li>9.2.</li><li>9.3.</li><li>9.4.</li><li>9.5.</li></ul>	8.6.1 8.6.2 8.6.3 8.6.4  Price and 9.1. The Cli  9.2. The Wi  9.3. Each in  9.4. The Wi Client a  9.5. The Wi the late  (

	9.7.	The Client will make payment
10.	Den	nonstration and training
	10.1.	Immediately upon publication of the Website, the Writer will provide [4]
	10.2.	The Writer shall provide such further training as the Client may request within [12
11.	Exc	lusions from contract
	The E	excluded Matters are:
	11.1.	Registration of necessary domain names;
	11.2.	Arrangement of • • • • • • • • • • • • • • • • • •
	11.3.	Contracting for web • • • • • • • • • • • • • • • • • • •
	11.4.	Supply new or • • • • • • • • • • • • • • • • • •
	11.5.	Purchase of any necessary computer hardware and software;
	11.6.	Search engine
12.	Con	fidentiality
	12.1.	The parties are aware that in the course of the Software Work they will each have

12.2.	The parties hereby undertake for themselves and every employee or sub-contractor whose services they may use both during
12.3.	For the purposes of the Client's above undertaking,
12.4.	Each of the Writer and the Client hereby undertakes to the other to make all relevant employees' agents and sub- ■ ■ ■ ■ ■ ■ ■ ■ ■
12.5.	Each of the Writer and the Client hereby undertakes to the other that for the period of [12 months]
12.6.	The provisions of the last previous sub paragraph ■ ■ ■ ■ ■ ■ ■ ■ ■
Thir	d party software rights
13.1.	If the Writer incorporates or embeds third party software products in the Software Work then such products will so far as possible be properly licensed to the Client, with full

13.2.	Insofar as the terms of business of a third party seller of software do not permit the arrangement set out
13.3.	Insofar as it is impractical to follow the procedure set out in sub paragraph 2 above, then the Writer shall be deemed to be the agent of the Clients for the purpose
	••••••••••
Intel	lectual property ownership
Softw	are code and graphic images owned by a third party are not ■ ■ ■ ■ ■ ■
:::	:
14.1.	Software Work
14.2.	Software Work designs
14.3.	Software Work • • • • • • • • • • • • • • • • • • •
14.4.	Graphic images provided by the Writer
14.5.	Software code written by the Writer prior

	14.6.	Code written specifically • • • • • • • • • • • • • • • • • •
	14.7.	Software elements being
	14.8.	The Writer now grants an exclusive license to the Client for all items listed above and owned by them,
15.	Inte	lectual property rights indemnity by Client
		lient hereby agrees
	15.1.	in any • • • • • • • • • • • • • • • • • • •
	15.2.	out of any • • • • • • • • • • • • • • • • • • •
	15.3.	from a <b> </b>
16.	Disc	claimers and limitation of liability
	16.1.	The law differs from one
	16.2.	All implied conditions,
	16.3.	The Writer knows nothing about • • • • • • • • • • • • • • • • • • •
		16.3.1 the instructions given by the Client in connection with the
		16.3.2 the functionality •••••;

	16.3.3	the text or • • • • • • • • • • • • • • • • • •
	16.3.4	compliance of the
16.4.	the liab	ragraph (and any other paragraph which excludes or restricts ility • • • • • • • • • • • • • • • • • • •
16.5.		owing provisions set out the Writer's entire
	•	:
	16.5.1	any breach of $\blacksquare$
	16.5.2	any representation statement or tortious ■ ■ ■ ■ ■ ■ ■ ■ ■
16.6.	Any act	t or omission on the part
16.7.	The Wr	iter' entire liability in respect of any Event of
OR		
	The Wr	iter' entire liability in respect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	].)	
16.9.	Default	iter shall not be liable to the Client in respect of any Event of for loss of profits goodwill or any
		••••••

16.10	. If a number of Events of Default give rise ■■■■■■■■■■■■■■■■■■
16.11	. The Client hereby agrees to give the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
16.12	The Writer shall have no liability to the Client in respect of any Event of Default unless the Client
16.13	. Nothing in this paragraph shall confer ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
16.14	. The Writer shall not be liable to the Client
	■.
Tern	nination
This a	greement may be terminated:
17.1.	immediately by the Writer if the Client fails
	••••••••;
17.2.	immediately by either party if the other commits any material breach of any term
	30 ]
17.3.	■ ■ ■ ■ ■ ■ ■ ; 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

	17.4.	Any termination of this agreement by this
18.	Miso	cellaneous matters
	18.1.	The schedules, if any,
	18.2.	No amendment or variation to this agreement
	18.3.	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
	18.4.	Neither party shall be entitled to assign this
	18.5.	Any obligation in this agreement
	18.6.	No failure or delay by any party to exercise any right,
	18.7.	The Client agrees that the Writer may disclose his information, including assigned
		•••••

18.8.									
							• • • •	 • • • •	
	It shall I	be deem	ed to ha	ve bee	n delive	ered:			
			••••			:••		 	
		; 						 	:
		7	2			■ ■ ;			
	_							 	
	•		•						
18.9.									
	••••							 	
	••••			■ .					
18.10		·							
							_		• • •
18.12								 	
								•	•••
18.13			, = = = =					 	
								 • • • •	

Signed by [name]:	Signature:
Duly authorised by the Client:	
Cirmed by Increal	Cianatura
Signed by [name]:	Signature:
Duly authorised by the Writer:	

# Schedule 1: Schedule of prices and charges

Fixed prices for work specified in Detailed Specification	€
	000
B - preparation of Design Proposals, per agreement	000
,	000
	000
	000
	000
H - preparation and effecting testing procedures.	000
	000

#### Hourly rates

Hourly rates for additional work are:	€ per hour
Project manager / liaison	00
Html and web page construction	00
Dynamic coding	00
Creative graphic design	00
Training	00

### Signed by the parties for identification:

#### **Schedule 2: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:

# **Explanatory notes:**

#### Web development contract

#### **General notes**

1.	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
2.	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 are  $\blacksquare$ 

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, <b>make sure it applies to every use</b> ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	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
3.	Basis of contract
	Technically, you are both selling services and granting a licence ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.	Software Work procedure
	The software work 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,
5.	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
6.	Text modifications
-	Without this provision, many clients will assume
7.	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	
Testing and acceptance	
The testing procedure and testing quality varies greatly from one web writer another. It is for the writer	to •
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 •••••••••••••••••••••••••••••••••••	
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 ar point in time when a final invoice may	
	•
In the section on price and payment, provision is made for a procedure whic will enable the writer to call	h ⊢∎
It is inevitable that your client will propose charges. It is therefore	•

## 10. Demonstration and training

8.

Edit as required.

12.

13.

1	1.	Fycl	usions	from	contract
	I <b>I</b> .	CXCI	usions	HOIII	Contract

The excluded matters are mentioned largely for the avoidance of $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ . $\blacksquare$
•••
Confidentiality
We have included this paragraph because a business has so many secrets
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-■ ■
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
15.	Intellectual property rights indemnity by Client
	The limitations on liability are
16.	Disclaimers and limitation of liability
	Reduces the chance of a successful
	Some of these provisions may be void in
	The law is complicated and much depends on the facts of ■ ■ ■ ■ ■ ■ ■ ■ . ■
	You will see that we have also included in the provision for

		ter termination that conflicts	
18.	Miscellaneous matters		
	•••	nber of special points. We have identified each of these as ■ ■ ■ ■ ■ ■ ■	
		,	
Schoo	Nulo 1	covers • • • • • • • • • • • • • • • • • • •	
Sched	dule 2	The timetable should be the subject of careful discussion. In	

**End of notes**