

NZ-ITwww24

## **Web development contract**

**Dated:** [\[date\]](#)

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**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, trade marks, unregistered marks,

“Phase” means one of the numbered stages

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

“Software Work” means all work to create or edit software as is

“Schedule” means a schedule to this agreement.

“Timetable” means the timetable specifying the dates for the completion of each of the Phases of the Software Work as set out in Schedule 4

“Website”	means the website of the Client, to be <a href="#">[edited / written]</a>
“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

This agreement shall be interpreted as

- 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 paragraph or schedule is to a paragraph or schedule to this agreement unless the context
- 2.4. [\[Except where stated otherwise\]](#), any obligation of any person arising from this
- 2.5. All money sums mentioned in this agreement are calculated net of GST, which
- 2.6. These terms and conditions apply to all supplies of goods by the Supplier to any Customer.
- 2.7. 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 translation of this agreement in any other language, the English language version shall prevail. If a version

of this agreement

### 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 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]

### 4. Software Work procedure

- 4.1. The Writer shall prepare the Detailed Specification and the Client shall provide to the Writer all information and
- 4.2. The Writer shall use all reasonable endeavours to complete the preparation
- 4.3. The Client shall use all reasonable endeavours to complete the preparation of
- 4.4. The Client shall within [ ]
  - 4.4.1 approval as drawn; or
  - 4.4.2 his comments and/

4.4.3 If the Client fails to respond

4.5. The Writer shall take account of all reasonable comments and/or requests for

4.6. The process described above shall be repeated ( )

4.7. If the Client requires an amendment to the Detailed Specification to take account of any application

4.8. The Writer and the Client agree to use all reasonable endeavours

4.9. The Writer will complete the Software Work and

4.10. The Documentation shall be updated from time

4.11. The Client will use all reasonable endeavours to complete

4.12. Delivery shall be affected for the purpose of this

## 5. Content of Detailed Specification

The Detailed ( ):

- 5.1. a list of  
;
- 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, ,  
;
- 5.5. the bought-in software and plug-in -  
;
- 5.6. any necessary administrator control panel or system;
- 5.7. a list of password protected files, specifying in ,  
,  
;
- 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  
1 .

## **7. Variations**

- 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. Testing and acceptance**

- 8.1. The testing shall take place
- 8.2. The Writer



8.3. If any fault or “bug” is found

[ 100 ] %.

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

.

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

,

.

8.6. The Software Work 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

].

## 9. Price and payment

9.1. The Client shall pay the Price Phase

1 .

9.2. The Writer shall during the currency of this agreement

- -

.

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

.

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

[ 6 ] %

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

9.6. The cost of work [ ].

9.7. The Client will make payment [ ]

## 10. Demonstration and training

10.1. Immediately upon publication of the Website, the Writer will provide [four] ,

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

1 .

## 11. Exclusions from contract

The 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. Confidentiality

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

## 13. Third 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

1 .

13.2. Insofar as the terms of business of a third party seller of software do not permit the arrangement set out - 1 , ,

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 .

, - ,

## 14. Intellectual property ownership

Software 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,

[ 99 ]

## 15. Indemnity by Client

The Client hereby agrees

:

15.1. in any ;

15.2. out of any ;

15.3. from a ;

## 16. Disclaimers 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. This paragraph (and any other paragraph which excludes or restricts the liability )

, , , ,

.

16.5.  
( ) :

16.5.1  
;

16.5.2

.

16.6.

, , .

16.7.

.

OR

16.8.

\$ 00 , 000 .)

16.9.

(  
)

16.10.

16.11.

[ 28 ]

16.12.

16.13.

16.14.

## 17. Termination

This agreement may be terminated:

17.1.

[ 35 ]

;

17.2.

[ 30 ]

;

17.3.

(  
);

17.4.

## 18. Miscellaneous matters

18.1. , ,

.

18.2.

,

.

18.3.

,

,

,

.

,

.

18.4.

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18.5.

.



18.6.

18.7.

18.8.

It shall be deemed to have been delivered:

18.9.

18.10.

18.11.

, [ ].

18.12.

,

18.13.

,

.

**Signed by [name]:**

Signature:

Duly authorised by the Client:

**Signed by [name]:**

Signature:

Duly authorised by the Writer:

## Schedule 1: Prices and charges

Fixed prices for work specified in Detailed Specification	\$
- , , .	000
- ,	000
- .	000
- .	000
- -	000
- .	000
,	000

### Hourly rates

Hourly rates for additional work are:	\$ per hour
/	00
	00
	00
	00
	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 Software Work	24	50
Completion date	[Insert]	

**Signed by the parties for identification:**

# Explanatory Notes:

## Web development contract

## 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

Goods

Services

Our website

#### You decide to change to

Products / Dolls / Software / Furniture

SuperHosting / ProAccounting / Our Advisory service

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 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

#### **8 Testing and acceptance**

The testing procedure and testing quality varies greatly from one web writer to another. It is for the writer

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

## **9 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 be

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 Exclusions from contract**

The excluded matters are mentioned largely for the avoidance of doubt. To some they will appear to be self explanatory.

## **12 Confidentiality**

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

## **13 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-

## **14 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 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 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

## **17 Termination**

It is after termination that conflicts

## **18 Miscellaneous matters**

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

**Schedule 1** covers

**Schedule 2** The timetable should be the subject of careful discussion. In

**End of notes**