

NZ-ITwww25

Web design contract: client's version

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

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This agreement is dated: [date]

It is made between: [Client name]

of [address] ("the Client")

And [Website writer's name]

of [address] ("the Writer")

These are the agreed terms

1. Definitions

"Design Proposals"	means proposals for the design, appearance and .
"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 .
"Project"	means all work in connection with the design and writing of the Website, until the Website is fully .

“Reports”	means all the reports reasonably required by the Client to obtain benefit from the Website,	2 .
“Schedule”	means a schedule to this agreement.	
“Search Engine Strategy Specification”	means the specification set out in Schedule 3.	
“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 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. 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 .
- 3.2. 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 meetings at which they shall review ;
- 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. Design approval procedure

- 5.1. The representatives of the parties will together formulate a functional requirements plan for the Website,

- 5.2. Within [six] weeks of today the Writer will submit Design

- 5.3. Within [seven] days of having received the first Design Proposals, the Client may terminate this contract by immediate notice in writing, whereupon payment will be due to the Writer only for that part of the Price applicable

[] ,

- 5.4. The Client shall not terminate this contract under this paragraph after

- 5.5. If the Client terminates the contract:

- 5.5.1 the intellectual property rights in all graphical parts of the proposals remains with the Writer and the Client

- 5.5.2 all terms of this agreement relating to

- 5.6. The principal Design Proposals shall be submitted to the Client in at least three versions for choice. Thereafter, three "sub versions" of the version chosen will be presented to the Client for choice.

1 .

- 5.7. Approval of the Project by the Client shall be split into parts in accordance with the list set out below. Each part shall be submitted to the Client for approval. Submission shall be by way of posting to a test site, set up by the Writer for this purpose. Any timescale

- .
- 5.8. The Design Proposals shall include:
- 5.8.1 graphics, including header, buttons, ;
 - 5.8.2 design of the control panel and the ;
 - 5.8.3 home page, including all matters of logo, style ;
 - 5.8.4 any [three] other pages chosen by the Writer ;
 - 5.8.5 an example of a secondary page;
 - 5.8.6 an explanation of the functional effect (but not the construction and dynamics) of the principal sub-
- .

6. Contract procedure after design approval

- 6.1. After approval of the Design Proposals the Writer shall immediately prepare
- .
- 6.2. The Writer shall use his best endeavours to complete
- .
- 6.3. The Client shall use all reasonable endeavours to complete the
- .
- 6.4. The Client shall within [14] :
- 6.4.1 approval as drawn or
 - 6.4.2 his comments and/ ;

6.4.3 If the Client fails to respond

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

6.6. The process described above shall be repeated ()

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

6.8. The Writer and the Client agree to use all

7. Content of Detailed Specification

The Detailed ()

7.1. a list of ;

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

7.3. the Clients quantitative requirements for the Website;

7.4. the software languages, applications, ;

7.5. the bought-in software and plug-in -

7.6. any necessary administrator control panel or system;

- 7.7. a list of password protected files, specifying in
, ;
- 7.8. any necessary communications
;
- 7.9. a specification for systems of backup of
;
- 7.10. details of each commonly accepted standard which will
, .

8. Website writing and delivery

- 8.1. The Writer will write the Website and the Website Documentation upon
.
- 8.2. The Website Documentation shall be updated from
.
- 8.3. The Client will use all reasonable endeavours to complete
- .
- 8.4. The Writer shall use all
.
- 8.5. Delivery shall be affected for the purpose of
.

9. Text modifications

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

9.2. The Client shall provide to

9.3. The Writer shall make the modifications requested and

1

10. Variations

10.1. The Client shall be entitled at any time prior

10.2. The Client shall provide the Writer with

10.3. Within [three] days of receipt of such

:

10.3.1 the estimated number of additional hours of work

10.3.2 any necessary alteration

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

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

,

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

11. Testing and acceptance

11.1. The testing shall take place

11.2. The Writer

11.3. If any fault or “bug” is found

[100] %.

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

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

11.6. The Project is complete after:

11.6.1 the testing [100] % ;

11.6.2 the Website is ;

11.6.3 updated versions of the Detailed ;

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

].

12. Price and payment

12.1. The Client shall pay the Price Phase

1 .

12.2. The Writer shall during the currency of this agreement maintain accurate and up-to-date records of ,

[15

]

12.3. A representative of the Client shall

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

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

[6] %

12.6. The cost of work

12.7. The Client will make payment []

13. Demonstration and training

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

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

1 .

14. Exclusions from contract

The Excluded Matters are:

14.1. Registration of necessary domain names;

- 14.2. Arrangement of
;
- 14.3. Contracting for web
;
- 14.4. Supply new or
;
- 14.5. Purchase of any necessary computer hardware and software;
- 14.6. Search engine
.

15. Confidentiality

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

, ,
.

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

(
)

.

- 15.3. For the purposes of the Client's above undertaking, the

(
)

.

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

-

.

- 15.5. Each of the Writer and the Client hereby undertakes to the other that for the period of [\[12 months\]](#)

15.6. The provisions of the last previous sub paragraph

16. Third party software rights

16.1. 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 .

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

16.3. 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

17. Intellectual property ownership

Software code and graphic images owned by a third party are not

:

17.1. Website concepts belong to the Writer / Client.

17.2. Website designs

.

17.3. Website designs not used belong to the Writer.

17.4. Graphic images provided by the Writer

.

17.5. Software code written by the Writer

.

17.6. Code written

.

17.7. Software elements being

.

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

99

.

18. Indemnity by Writer

18.1. The Writer shall indemnify the Client against any damages (including costs) that may be awarded or agreed to

:

18.2. In the event of an infringement the Writer shall immediately make such alterations

-

.

18.3. No limitations of the liability of

19. Termination

This agreement may be terminated:

19.1. immediately by the Writer if the Client fails
[35]

;

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

[30]

;

19.3. 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

(
).

19.4. Any termination of this agreement by this

20. Miscellaneous matters

20.1. The Schedules, if any,

20.2. No amendment or variation to this agreement

20.3. 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

20.4. Neither party shall be entitled to assign this

20.5. Any obligation in this agreement

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

20.7. 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 fax : [24]

;

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

-

. [

-

]

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

20.9. This agreement does

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

20.11. The validity, construction and

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	,	000
D - page design and	,	000
E - writing of database	.	000
F - writing of	-	000
G - liaison and	.	000
H - preparation	.	000
J -		
in perpetuity,		000

Hourly rates

Hourly rates for additional work are:	\$ per hour
/	00
	00
	00
	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

	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 client's 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.

2.4.

.

2.5.

.

6 .

2.6.

-

[

],

.

,

,

.

2.7. The Reports.

2.8.

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:

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:

Web design contract: client's version

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 buying services and taking a licence for use of your software or

4. Representative liaison

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

5. Design approval procedure

The design approval procedure enables you to reject the initial design proposals without financial liability for more than the agreed cost to that stage. Although it is unlikely that this will happen often, it provides for the possibility of a break at the most common point of dispute. This paragraph also provides a

6. Contract procedure after design approval

This paragraph lines up and completes the contract. It is intended

7. 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.

8. Website writing and delivery

Different writers prepare their specification documents in widely differing ways and with many titles. This agreement uses the non-technical "Detailed Specification". The specification will include full details of your

Because the website is likely to require frequent modification, it is essential that the Detailed Specification is full and complete, and that on the date of final project completion an updated version is handed

It is important that the Detailed Specification includes the precise division of responsibility for website text, and that

9. Text modifications

Some limit is required as to your ability to call for changes.
()

10. Variations

Edit to suit what you want.

11. 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 -

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

12. Price and payment

You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies

In the section on price and payment, provision is

13. Demonstration and training

Provision has been made for demonstration and training, as is likely

14. Exclusions from contract

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

15. Confidentiality

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

16. 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-

17. Intellectual property rights

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,

18. Indemnity by Writer

The writer s' warranties

19. Termination

It is after termination that conflicts

20. 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 you.

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