

WEB SITE DESIGN AGREEMENT

THIS AGREEMENT is made on
[insert year]

BETWEEN:

*[Insert the name and address
the web site], ("the Client")*

AND

*[Insert the name and address
web site], ("the Developer")*

1. Interpretations

1.1 Unless the context otherwise requires, the singular shall include all other genders and the plural shall include the singular.

1.2 Reference to any statute or regulation shall include any statutory provisions that amend or replace it.

2. Outline of Agreement

2.1 This Agreement details the terms of the development of the web site between the Parties for the duration of the project (including all technical and design details), and the Client such development.

3. Detailed Project Specifications

3.1 The Parties have agreed to the project specifications defined in Schedule One of this Agreement.

3.2 Any amendments proposed by either Party shall be made in writing and delivered to the other Party. The Party entitled to request a meeting

3.3 If such proposed amendm
Developer is entitled to seek
reasonable additional expens

4. Fees

4.1 The Client will pay the ag
of the Project, completed acc
detailed in Schedule One of t
invoice the Client and the Clie
Added Tax, (VAT) at the prev
payment detailed on the invo

4.2 The Client will make a se
development milestones whe
development time to implem
the amount of payment for th
included within the Project sp
of this Agreement, or if not s
in writing by the parties prior

5. Expenses

5.1 The Client will pay the re
Developer during the Project.
Client where required, the pu
required for the Project and s
the Project.

5.2 The Developer will seek t
significant expenses not cove
during the Project.

6. Delivery

6.1 The Developer will delive
by way of Compact Disc, (CD
selected by the Client.

6.2 Alternatively, if the Clie
loaded onto a fileserver using
agrees to pay an additional r

6.3 After delivery the Client will provide a final back-up copy of the Project. The Developer undertakes to place.

7. Testing Period

7.1 The Developer will thoroughly test the final delivery to the Client. Such tests include links, design, page layouts, for compatibility. If required the Developer will use a secure server and perform live tests in a protected facility.

7.2 On delivery of the complete Project a testing period of 30 days, (Testing Period) will be provided for the web site prior to any final payment.

7.3 However, the Client is entitled to withhold an amount after the expiry of the Testing Period until that all outstanding issues or problems are resolved.

7.4 The Developer agrees to resolve any outstanding issues or problems during the creation of the Project. The Client will resolve outstanding issues or problems during the Testing Period.

7.5 Such additional work shall be charged at the Developer's fees. The Developer shall only be responsible for additional expenses as defined in the Project Agreement incurred directly in relation to the Project.

8. Delivery of Content & Materials

8.1 The Client undertakes to provide all content and materials required for the Project and in a timely manner to the Developer before commencement of the Project.

8.2 Where this is not possible the Client shall provide outstanding content and materials to the Developer at the start of the Project.

8.3 The Client will notify the Developer (in writing where possible) of any delays in delivery of content and materials.

for the Project and provide the
for supplying such content and

8.4 The Developer will not be
milestones (where specified in
incurred due to the late delivery
materials by the Client where
Project.

8.5 The Developer undertake
possible if any delays are or a
Project. Furthermore where s
Developer the Developer will
necessary to ensure that the
schedule.

9. Project Reporting

9.1 The Developer will provide
progress of the Project to the
and falls behind the schedule
parties in Schedule One of the
such reports to the Client on
to its original schedule.

9.2 If the Project does fall be
request a meeting to discuss
the Project back within the a

10. Notice

10.1 Any notice given by either
shall be served on the other
signatory by email, personal
first-class post, or facsimile t
set out in this clause 10:

*[Insert contact details of the
who will receive any notice]*

The Client
Name:
Position:
Email:
Tel:

Fax:

Address:

[Insert contact details of the organisation who will receive

The Developer

Name:

Position:

Email:

Tel:

Fax:

Address:

or such subsequent addresses to each other.

10.2 Any such notice shall be as follows:

10.2.1 In the case of service in class post 48 hours after posting.

10.2.2 In the case of service by hand the next working day.

11. Confidentiality

11.1 Both parties shall keep the Agreement and Project and not disclose to employees or contractors as part of their duties for the purposes of performing the Agreement. The parties agree that information is "Confidential", or where not so designated, information as confidential, solely in relation to the Project or for a minimum period of the Project, except where disclosure is in the order of a court in the jurisdiction. The parties agree that all information may be disclosed where reasonably judged to constitute a breach of the law at any time during or after the term of the Agreement where such disclosure is required by the law in the jurisdiction of England. C

Secrets shall consist of, but not be limited to, commercial, financial, operational information or data.

12. Credits and Publicity

12.1 Subject to clause 11 above, neither party shall refer to their working relationship with the other for publicity purposes after receiving the written consent regarding the content of any such reference.

12.2 Subject to clause 11 above, neither party shall refer to their working relationship with the other for publicity purposes after receiving the written consent regarding the content of any such reference.

13. Intellectual Property Rights

13.1 The Client undertakes to obtain all necessary appropriate licences, clearances and permissions for content and materials to be included in the Project by the Developer.

13.2 The Client grants to the Developer under this Agreement and Project a non-exclusive licence to use its name, logos and other Intellectual Property") for the purposes of the Project.

13.3 On completion of the Project, the Developer shall pay any outstanding fees by the Client for the design, look and feel and other Intellectual Property of the Client. This excludes any code or materials which specifically agree to exclude or disclaim the property of a third party.

13.4 Neither party shall make any reference to the content, materials or services provided under this Agreement.

13.5 Neither party shall make any reference to trademarks or register or cause to be registered a materially similar trademark or trade name after the expiry of this Agreement.

13.6 Neither party shall register a company name materially similar to the Client's name.

13.7 Neither party shall register a domain name materially similar to the Client's domain name where the Client specifically requests such domain names similar to that of the Client in order to prevent their registration. In such case all reasonable fees and costs incurred by the Developer for such domain names shall be borne by the Client as part of the Project cost. On final payment of the Project, the Developer undertakes to transfer ownership of such registered domain names to the Client.

14. Warranties

14.1 The Client confirms that it has no knowledge and no belief that the content and materials provided for the purposes of the Project are not lawful, obscene and do not breach applicable laws.

15. Indemnities and Limitations

15.1 Neither party shall be liable to the other for claims in contract, tort, or otherwise arising from or based on any other representations (other than those specifically stated) or omissions, or for any profits or anticipated savings or for any loss whatsoever.

15.2 The Client agrees to indemnify and hold the Developer harmless from all claims, damages, losses, costs and expenses (including reasonable attorneys' fees) that the Client may sustain or incur in relation to the Project, including the Client provides, such indemnification shall include claims for any breach of applicable laws or infringement of any intellectual property rights.

15.3 The Client acknowledges that the Project web site will be hosted in the jurisdiction within which it is located and that the Client agrees to accept the jurisdiction of that country.

15.4 The Developer agrees to indemnify and hold the Client harmless from all claims, damages, losses, costs and expenses (including reasonable attorneys' fees) that the Developer may sustain or incur in relation to the Project, including the Developer provides, such indemnification shall include claims for any breach of applicable laws or infringement of any intellectual property rights.

sustain or incur in relation to
Agreement committed by the

15.5 Nothing in this Agreement
death or personal injury result
party or their servants, agents

16. Termination

16.1 Either party may terminate
event that:

16.1.1 Either party commits
persistent breaches of this Agreement
default or neglect of its duties
this Agreement, and

16.1.2 Such breach remains
from written notice given by
and requiring its remedy.

16.2 Furthermore this Agreement
that:

(a) Either party is unable to
paying their debts the amount
or exceeds the bankruptcy limit
Insolvency Act 1986, or

(b) Being a company becomes
goes into liquidation, (other than
or reconstruction), or

(c) Has a receiver appointed
assets, or

(d) Ceases or threatens to cease

(e) Makes any voluntary arrangement
for the benefit of its creditors

(f) Fails to make payment in
Agreement.

16.3 On the termination of this
the Project web site already

of the Project web site not all returned to the Developer. For any copies of the returned Project examples of the Project web

16.4 Any termination of this to any rights accrued in favor breach committed prior to the termination and to those provisions their construction intended to without limitation, clauses 11

17. Assignment

17.1 Neither party may assign or any rights, duties and obligations consent in writing of the other

18. Force Majeure

18.1 Neither party shall be liable obligation under this Agreement any circumstances beyond its limited to acts of god, war, civil such delay or failure continue party not subject to the force this Agreement by notice in writing

19. Joint Venture or Partnership

19.1 Nothing in this Agreement partnership, joint venture or parties and neither party shall the other party or to contract against the other party.

20. General

20.1 Failure by either party to Agreement is not to be taken rights unless the waiving party

20.2 It is hereby declared that the paragraphs and clauses of this Agreement shall be construed independently of each other. If any paragraph or clause of this Agreement is held to be invalid it shall not affect the validity of the other paragraphs and clauses.

20.3 No addition to or modification of this Agreement shall be binding on the parties unless it is in writing and signed by the signatories or their authorised representatives.

20.4 This Agreement sets out the entire understanding of the parties and supersedes all written or oral agreements between them.

21. Jurisdiction

21.1 This Agreement shall be governed by the law of England and Wales and the jurisdiction of the English Courts shall be exclusive.

IN WITNESS of which the parties have hereunto set their hands and seals on the day, month and year first above written.

[Insert Client's Name]
[Insert name of person signing]
[Insert their position]

Signature: _____

[Insert Developer's Name]
[Insert name of person signing]
[Insert their position]

Signature: _____

Schedule One

[Insert a detailed project specification and milestones]

EXAMPLE AGREEMENT

WEB SITE DESIGN AGREEMENT

THIS AGREEMENT is made on

BETWEEN:

**Quick Reaction Chemicals
Water Street, London, SW**

AND

**First Digital Pixel Partners
Street, London SE1 8TT, ('**

1. Interpretations

1.1 Unless the context otherwise requires, the singular shall include all other genders and the plural shall include the singular.

1.2 Reference to any statute or regulation shall include any statutory provisions in force at the date of the Agreement.

2. Outline of Agreement

2.1 This Agreement details the terms of the development of the website between the Parties for the duration of the project (including all technical and design details), and the Client such development.

3. Detailed Project Specifications

3.1 The Parties have agreed the project specifications as defined in Schedule One of the Agreement.

3.2 Any amendments proposed to the project specifications shall be made in writing and delivered to the Client. The Client is entitled to request a meeting to discuss any proposed amendments.

3.3 If such proposed amendments are approved, the Developer is entitled to seek reimbursement of any reasonable additional expenses incurred.

4. Fees

4.1 The Client will pay the agreed fee for the Project, completed according to the schedule detailed in Schedule One of this Agreement. The Developer will invoice the Client and the Client will pay the fee, plus Value Added Tax, (VAT) at the prevailing rate, within the payment period detailed on the invoice.

4.2 The Client will make a series of payments at the development milestones when agreed. The amount of payment for the development time to implement each milestone will be included within the Project schedule. If not specified in this Agreement, or if not specified in writing by the parties prior to the start of the Project.

5. Expenses

5.1 The Client will pay the reasonable and necessary expenses of the Developer during the Project. Where required, the Client will reimburse the Developer for the purchase of materials required for the Project and software licenses used for the Project.

5.2 The Developer will seek to minimize expenses. The Client will reimburse significant expenses not covered by the fee during the Project.

6. Delivery

6.1 The Developer will deliver the Project by way of Compact Disc, (CD) or other media selected by the Client.

6.2 Alternatively, if the Client agrees, the Project will be loaded onto a fileserver using a secure connection. The Client agrees to pay an additional fee for this service.

6.3 After delivery the Client will provide a final back-up copy of the Project. The Developer undertakes to place.

7. Testing Period

7.1 The Developer will thoroughly test the final delivery to the Client. Such tests include links, design, page layouts, for compatibility. If required the Developer will use a secure server and perform live tests in a protected facility.

7.2 On delivery of the complete Project a testing period of 30 days, (Testing Period) will be provided for the web site prior to any final payment.

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7.4 The Developer agrees to resolve any outstanding issues or problems during the creation of the Project. The Client will resolve outstanding issues or problems during the testing period.

7.5 Such additional work shall be charged at the Developer's fees. The Developer shall only be responsible for additional expenses as defined in the Project Agreement incurred directly in relation to the Project.

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8.3 The Client will notify the Developer (in writing where possible) of any delays in delivery of content and materials.

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9. Project Reporting

9.1 The Developer will provide
progress of the Project to the
and falls behind the schedule
parties in Schedule One of the
such reports to the Client on
to its original schedule.

9.2 If the Project does fall be
request a meeting to discuss
the Project back within the a

10. Notice

10.1 Any notice given by either
shall be served on the other
signatory by email, personal
first-class post, or facsimile t
set out in this clause 10:

The Client

Name: **John James**
Position: **Finance Director**
Email: **john.james@qu**
Tel: **0207 87878787**
Fax: **0207 23232323**
Address: **Chemical House**
7ER

The Developer

Name: **Pete Peters**
Position: **Technical Director**
Email: **pp@firstdigpart**
Tel: **0207 90909090**
Fax: **0207 10101010**
Address: **Coffee House, 5**

or such subsequent addresses
each other.

10.2 Any such notice shall be
follows:

10.2.1 In the case of service
class post 48 hours after post

10.2.2 In the case of service
the next working day.

11. Confidentiality

11.1 Both parties shall keep
Agreement and Project and n
employees or contractors as
for the purposes of performin
Agreement. The parties agree
"Confidential", or where not r
information as confidential, s
the Project or for a minimum
of the Project, except where
order of a court in the jurisdic
agree that all information ma
reasonably judged to constitu
at any time during or after th
where such disclosure is requ
the jurisdiction of England. C
Secrets shall consist of, but n
commercial, financial, operat
information or data.

12. Credits and Publicity

12.1 Subject to clause 11 above, the Developer shall have the right to use the Client's name and logo for publicity purposes after receiving the Client's approval regarding the content of any such use.

12.2 Subject to clause 11 above, the Client shall refer to their working relationship with the Developer for publicity purposes after receiving the Client's approval regarding the content of any such use.

13. Intellectual Property Rights

13.1 The Client undertakes to obtain all necessary appropriate licences, clearances and permissions for content and materials to be included in the Project by the Developer.

13.2 The Client grants to the Developer, in connection with this Agreement and Project a non-exclusive licence to use its name, logos and other Intellectual Property") for the purposes of the Project.

13.3 On completion of the Project, the Client shall pay any outstanding fees by the Client for the Project, including the design, look and feel and other Intellectual Property of the Client. This excludes any code or other Intellectual Property specifically agreed to exclude from the Project, which is the property of a third party.

13.4 Neither party shall make any use of the Client's name, content, materials or services for any purpose outside this Agreement.

13.5 Neither party shall make any use of the Client's trademarks or register or cause to be registered a materially similar trademark or service mark after the expiry of this Agreement.

13.6 Neither party shall register or cause to be registered a company name materially similar to the Client's name.

13.7 Neither party shall register or cause to be registered a domain name materially similar to the Client's domain name where the Client specifically requests that such domain names similar to the Client's domain name be registered.

in order to prevent their registration in such case all reasonable fees and such domain names shall be Project cost. On final payment Developer undertakes to transfer not limited to technical and administrative registered domain names to

14. Warranties

14.1 The Client confirms that in their belief that the content and materials for the purposes of the Project are not obscene and do not breach a

15. Indemnities and Limitations

15.1 Neither party shall be liable for claims in contract, tort, or otherwise arising from or other representations (other than misrepresentations) or other negligent profits or anticipated savings or loss whatsoever.

15.2 The Client agrees to indemnify the Developer from all claims, damages, losses, costs and expenses that the Client may sustain or incur in relation to the Project that the Client provides, such indemnification shall include claims for any breach of applicable law or infringement of any intellectual property rights.

15.3 The Client acknowledges that the resulting Project web site shall be subject to the jurisdiction within which it is registered.

15.4 The Developer agrees to indemnify the Client from all claims, damages, losses, costs and expenses that the Developer may sustain or incur in relation to the Project arising from the Agreement committed by the Developer.

15.5 Nothing in this Agreement shall constitute a contract for death or personal injury resulting from the negligence of any party or their servants, agents or independent contractors.

16. Termination

16.1 Either party may terminate this Agreement upon the occurrence of any of the following events that:

16.1.1 Either party commits persistent breaches of this Agreement, or default or neglect of its duties under this Agreement, and

16.1.2 Such breach remains unremedied from written notice given by the other party and requiring its remedy.

16.2 Furthermore this Agreement shall terminate if:

(a) Either party is unable to pay or paying their debts the amount of which exceeds the bankruptcy limit under the Insolvency Act 1986, or

(b) Being a company becomes insolvent, goes into liquidation, (other than for reconstruction), or

(c) Has a receiver appointed over its assets, or

(d) Ceases or threatens to cease business, or

(e) Makes any voluntary arrangement for the benefit of its creditors, or

(f) Fails to make payment in accordance with this Agreement.

16.3 On the termination of this Agreement, the Project web site already created shall be returned to the Developer. For any copies of the returned Project web site, the Developer shall provide examples of the Project web site.

16.4 Any termination of this Agreement shall not affect any rights accrued in favour of the party not in breach committed prior to the termination.

termination and to those provisions of the Agreement and their construction intended to be severable and enforceable without limitation, clauses 11 through 16.

17. Assignment

17.1 Neither party may assign, subcontract, or otherwise transfer or any rights, duties and obligations under this Agreement without the consent in writing of the other party.

18. Force Majeure

18.1 Neither party shall be liable for failure to perform its obligation under this Agreement if such failure is caused by any circumstances beyond its control, including but not limited to acts of god, war, civil unrest, or other such delay or failure continued for a period of more than 30 days. The party not subject to the force majeure shall be relieved of its obligations under this Agreement by notice in writing to the other party.

19. Joint Venture or Partnership

19.1 Nothing in this Agreement shall be construed as a partnership, joint venture or other form of joint enterprise between the parties and neither party shall be liable to the other party or to contract with the other party or to contract against the other party.

20. General

20.1 Failure by either party to perform its obligations under the Agreement is not to be taken as a waiver of any rights unless the waiving party expressly so indicates in writing.

20.2 It is hereby declared that the provisions of the paragraphs and clauses of this Agreement shall be construed independently of each other. If any provision of this Agreement or its paragraphs or clauses is held to be invalid it shall not affect the validity of the other provisions and clauses.

20.3 No addition to or modification of the terms and conditions shall be binding on the parties unless it is in writing and signed by both parties.

and signed by the signatories
authorised representatives.

20.4 This Agreement sets out
understanding of the parties
written or oral agreements be

21. Jurisdiction

21.1 This Agreement shall be
accordance with English law and
jurisdiction of the English Cou

IN WITNESS of which the par
day, month and year first abo

Quick Reaction Chemicals
John James
Finance Director

Signature: _____

First Digital Pixel Partners
Pete Peters
Technical Director

Signature: _____

Schedule One
Build a complete e-comm
chemicals worldwide.

Phase 1. Outline site and r
2002.

Phase 2. Populate site wit

Phase 3. Initial testing of
1st February 2002.

Phase 4. Build and testing
order, multi-currency facil
payment verification.

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