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## **WEBSITE DESIGN AGREEMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert the name and address of the organisation developing the website],*  
("the Developer")

AND

*[Insert the name and address of the organisation commissioning the website],* ("the Client")

### **1. Interpretations**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Outline of Agreement**

**2.1** This Agreement details the terms and conditions agreed between the Parties for the development of a website, (including technical and design details) hereinafter known as the "Project" for the Client such development to

be undertaken by the Developer.

### **3. Detailed Project Specification**

**3.1** The Parties have agreed a detailed Project specification as defined in Schedule One of this Agreement.

**3.2** Any amendments proposed to this Project specification must be made in writing and delivered to the other party. Either party is entitled to request a meeting to discuss such amendments.

**3.3** If such proposed amendments incur additional expense the Developer is entitled to seek further payment to cover such expense.

### **4. Fees**

**4.1** The Client will pay the agreed fees to the Developer on delivery of the Project, completed according to the Project specification detailed in Schedule One of this Agreement. The Developer will invoice the Client and the Client will pay the invoice, including Value Added Tax, (VAT) at the prevailing rate according to the terms of payment detailed on the invoice.

**4.2** The Developer will require payment on the completion of development milestones where the Project involves considerable development time to implement. Such development milestones and the amount of payment for the completion of each milestone to be included within the Project specification as defined in Schedule One of this Agreement, or if not specified in Schedule One to be agreed in writing by the parties prior to the commencement of the Project.

### **5. Expenses**

**5.1** The Client will pay the expenses incurred by the Developer during the Project, including travel to the offices of the Client where required, the purchase of computer consumables required for the Project and such other reasonable expenses directly related to the Project.

**5.2** The Developer will inform the Client in writing in advance if significant expenses not covered by clause 5.1 have to be incurred during the Project.

### **6. Delivery**

**6.1** The Developer will deliver the completed Project to the Client by way of Compact Disc, (CD) or such other data storage method as selected by the Developer.

**6.2** If the Client requires the completed Project to be loaded onto a fileserver using File Transfer Protocol (FTP) the Developer is entitled to make an

additional reasonable charge for this service. The Client is responsible for ensuring that the intended files server or disk space on the files server is properly configured. The Developer will not load the completed Project onto a publicly available files server or disk space on such a files server until the Client has complied with the conditions laid out in clause 7 below.

## **7. Project Release**

**7.1** On delivery of the completed Project the Client will complete, sign, date and return to the Developer the Developer's standard Project Release Form.

**7.2** The licence granted by the Developer to the Client for use of the completed website is only granted once the Project Release Form has been correctly completed and returned to the Developer.

**7.3** The Client may only use or publish the completed Project website once full payment has been made to the Developer and the correctly completed Project Release Form has been returned to the Developer.

**7.4** The Project Release Form will release the Developer from undertaking further work related to the Project. The Developer may however undertake additional work as requested by the Client either directly or indirectly related to the completed Project. Such work to be undertaken under the standard terms of business of the Developer.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

## **8. Delivery of Content & Materials**

## **9. Notice**

## **10. Confidentiality**

## **11. Credits and Publicity**

## **12. Intellectual Property Rights**

## **13. Warranties**

## **14. Indemnities and Limitation of Liability**

## **15. Termination**

## **16. Assignment**

## **17. Force Majeure**

**18. Joint Venture or Partnership**

**19. Non-Solicitation**

**20. General**

**21. Jurisdiction**

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

*[Insert Developer's Name]*

*[Insert name of person signing on Developer's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert Client's Name]*

*[Insert name of person signing on Client's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

**Schedule One**

*[Insert a detailed project specification, including agreed project milestones]*

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