

Precedent Web Design Contract¹

DATE: [date]²

PARTIES:³

- (1) [**COMPANY NAME**], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address] (the "**Company**"); and
- (2) [**COMPANY NAME**], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address] (the "**Customer**").

BACKGROUND:

- (A) *[Insert explanation of the background to this Agreement.]*
- (B) *[For example, "The Company has expertise in the design of websites, and the Customer has appointed the Company to design and supply a website on the terms of this Agreement".]*

AGREEMENT:

1. Definitions and interpretation

1.1 In this Agreement:

"**Acceptance Criteria**" has the meaning given to it in Clause [5.2];⁴

"**Acceptance Period**" means the period of [10]⁵ Business Days beginning on the date of actual delivery of the Website to the Customer;

"**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"**Agreement**" means this web design contract (including the Schedule) and any amendments to it from time to time;

¹This Web Design Contract template is suitable for use by designers whose work does not involve significant amounts of software or database development, and who do not need to licence application source code on restrictive terms.

²The date should be the date of signature; if the parties sign on different dates, it should be the date of the last signature.

³Where a party to the contract is a sole trader or partnership rather than a company, the following party descriptions may be used:

sole trader: "[**INDIVIDUAL NAME**] trading as [business name], which has its principal place of business at [address] (the "[**Company/Customer**]").]"

partnership: "[**PARTNERSHIP NAME**], a partnership established under [applicable] law having its principal place of business at [address] (the "[**Company/Customer**]").]"

⁴One of the basic concepts of this template is that the Company undertakes to deliver to the Customer a website meeting the Acceptance Criteria. See Clause 5.2 for details.

⁵This is the period during which the Customer must conduct any acceptance tests. The length of this period should depend upon the sophistication of the Website and the amount of time it will take the Customer to verify whether the Acceptance Criteria have been met.

"Business Day" means any week day, other than a bank or public holiday in [jurisdiction];

"Business Hours" means between [09:00] and [17:30] [time zone] time on a Business Day;

"Charges" means the amounts payable by the Customer to the Company under or in relation to this Agreement (as set out in the Schedule);

"Confidential Information" means:

- (a) any information supplied by one party to the other party (whether supplied in writing, orally or otherwise) marked as "confidential", described as "confidential" or reasonably understood to be confidential;
- (b) [the terms (but not the existence) of this Agreement; and]⁶
- (c) [specify other confidential information here]⁷;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** will be construed accordingly);

"Customer Works" means the works and materials provided to the Company by the Customer, or by any third party acting for or on behalf of the Customer, for incorporation into the Website;

"Defect" means a defect, error or bug having a material adverse effect on the appearance, operation or functionality of the Website but excluding any defect, error or bug caused by or arising as a result of:

- (a) an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents or sub-contractors;
- (b) an incompatibility between the Website and any other application, program or software (other than the Customer Works and the Third Party Works).⁸

"Delivery Date" means the date for delivery of the Website specified in the Schedule;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

⁶It may be that only some of the terms (e.g. the provisions relating to Charges) are confidential. If so, amend accordingly.

⁷It can be useful to specify information which is to be treated as Confidential Information, so that there is no room for argument. E.g. "The information provided in the documents listed in the Schedule".

⁸The exclusion of these incompatibility issues from the definition of "Defect" does not affect the obligations of the Company under Clause 5.2(a). However, because of this exclusion, it is important to fully specify in the Schedule the software (including server and database software) with which the Website will be compatible.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Personal Data" means data relating to a living individual who can be identified from those data, or from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller;

"Schedule" means the schedule attached to this Agreement;

"Services" has the meaning given to it in Clause [3.1];

"Third Party Works" means the works and materials comprised in the Website, the Intellectual Property Rights in which are owned in whole or part by a third party (excluding the Customer Works);

"Term" means the term of this Agreement;

"Unlawful Content" has the meaning given to it in Clause [7.1];

"Website" means the website to be developed by the Company for the Customer under this Agreement; and

"Year" means a period of 365 days (or 366 days if there is a 29 February during the relevant period) starting on the Effective Date or on any anniversary of the Effective Date.

1.2 In this Agreement, a reference to a [statute or statutory provision or regulation] includes a reference to that [statute or statutory provision or regulation] as modified, consolidated and/or re-enacted from time to time.

1.3 The Clause⁹ headings do not affect the interpretation of this Agreement.

2. Term

This Agreement will come into force on the Effective Date and will continue in force until the acceptance of the Website by the Customer in accordance with Clause [5], upon which it will terminate automatically, unless terminated earlier in accordance with Clause [14].

3. The Services

3.1 The Company will:¹⁰

- (a) design and deliver the Website;
- (b) incorporate the Customer Works and Third Party Works into the Website;

⁹In different jurisdictions there are different ways of referring to discrete contractual provisions. Alternatives to "Clause" include "Section" and "Article".

¹⁰Here you should add details of any other ancillary services to be provided. However, remember that many ancillary services (e.g. hosting or ongoing maintenance) should be the subject of a separate agreement.

- (c) keep the Customer informed of the progress of the Website's development; and

...

This is a sample document, showing the first few sections of a premium precedent available from:

<http://www.contractology.com>