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Company/Client			
Phone		FAX	
Alternative Phone			
Authorised Representative of the Company / Client			
Position in Company			
Address			
City		County	
Post Code			
E-mail address			
Present WWW URL (if any)			

## Terms of Agreement

### 1. Definitions

- “the Developer” shall mean WEBMYBIZ.
- “the Client” shall mean CLIENT NAME
- “the Service” shall mean the design and deployment of the Client’s web site on the World Wide Web (Internet) as detailed in section 3 below.
- “Contractual Term” shall mean:
  - for the web site design and deployment, from the date of signature of the contract to one month following completion of the site.
  - for the web site hosting, one year from the purchase of the web space.
- “Standard Hourly Rate” - currently £40/hour or pro-rate for each part of an hour, subject to change by advance notification to the Client and which is subject to the Standard Payment Conditions.
- “Standard Payment Conditions” - payment must be made within two weeks from the date of invoice. Late payments will be subject to addition of interest to be calculated from the due date of invoice to the date of actual payment. Interest will be calculated at 4% above the base rate for the time being of the Bank of England.
- “Contract Price” – this is the price as defined in the Proposal.
- “Material Alteration” – any alteration that in the definitive opinion of the Developer is material in that it involves the Developer in additional work, cost or both.

## Web Development & Design Agreement

- "Proposal" – a separate document being part of this agreement which details the scope of the project, the work to be undertaken by the Developer and the associated costs and payment structure.
- "Proposal Date" – date of issue of the Proposal, this shall mean PROPOSAL DATE.
- "Annual Service Fee" – an annual charge payable prior to the anniversary of the web site going live, that covers Managed Hosting, General Support and any other agreed services.

### 2. Authorisation

The above named client is engaging webmybiz as an independent contractor for the specific purpose of developing a World Wide web site to be installed on web space as agreed. Hereafter, the client will be known as "the Client" and webmybiz will be known as "the Developer".

The Client hereby authorises the Developer to access the relevant web space account, and authorises the Host Provider (if not the Developer) to provide the Developer with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project. Alternatively, the Developer will provide the web site files by e-mail or CD for the client to upload.

### 3. The Service

the Developer will undertake the following if required and upon payment of the relevant fees:

#### Hosting:

Managed service – 1 years web space plus remote help with setting up e-mail, setting up e-mail responders, mail forwarding as needed.

Note – whilst the hosting service provided by the Developer is of high quality and reliability, no uptime guarantee is offered.

#### Domain registration:

the Developer will secure a domain name for the Client at the Client's request, subject to availability. Upon registration, the domain will be the property of the client who will be responsible for subsequent payments for as long as he wishes to keep the domain. Initial registration covers the first 2 years, after which the Client will be billed directly by the Developer.

If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host. Any resultant transfer, redirect or associated fees will be chargeable.

#### Advice:

the Developer will provide reasonable advice along the process of the building of the site and will, wherever possible, continue to do so via e-mail for one month after completion of the site free of charge. This period may be extended by paying an annual service fee. This advice will be limited to the Developer's provision of the Service and any technical problems arising therefrom.

#### Content Management:

the Developer may provide a system for the Client to maintain the text on the web site, or alternatively, the Developer may apply updates on behalf of the Client.

#### Base Package / Graphic Creation:

This agreement contemplates agreed number of web pages with graphics and any relevant extras. See Proposal for details.

**Text:**

the Developer will integrate the Client's text into the web site. The final text must be supplied by the Client unless otherwise specified. Text not supplied in electronic format and thereby involving manual entry is subject to additional charges at the Standard Hourly Rate.

**Graphics:**

In many cases, the Developer will create or capture or receive from the Client, graphic elements necessary to complete the Client's site. This includes the company logo and ancillary images. This also includes photography or scanning services as listed below.

**Photographs:**

Images must be provided by the client whether in photographic format or electronic format unless agreed otherwise (e.g. the Developer to obtain via photographic agency). Supplied images must be suitable for use on the Client's web site. Images not suitable for use may be discarded or, if possible and by prior agreement with the Client, enhanced. Such enhancement will be subject to additional charges at the Standard Hourly Rate.

**4. Payment Terms / Work Flow**

Payment for work on the web site is to be paid as follows or as defined in the Proposal: Where the total of the development and first year Annual Service Fee is less than £801 -

- Non refundable deposit payment of £ (50% of Proposal quotation) to be paid when the Client commissions the Developer to undertake the web site design.
- One payment of £ (20% of Proposal quotation) to be paid upon design sign-off.
- Balance of payment. This will become due on completion of the web site and prior to the site going live.

Where the total of the development and first year Annual Service Fee is greater than £800 -

- Non refundable deposit payment of £ (50% of Proposal quotation) to be paid when the Client commissions the Developer to undertake the web site design.
- One or more staged payments due upon agreed milestones
- Balance of payment. This will become due on completion of the web site and prior to the site going live.

Provided always that if the Developer shall be unable to provide the Service or any part thereof by reason of the Client failing to provide the Developer with any material and/or information within twenty one days of being so requested by the Developer, then the Developer may at its option elect to terminate the contract and charge for the work done to that point such charge being a proportionate part of the Contract Price, less deposit paid and Standard Payment Conditions shall apply to such sum due.

Upon receipt of the final payment, the site will be submitted to the Google & Yahoo (free) search engines. The web site will not be made live (public) until such time as the final payment has been made and processed.

Failure to pay an Annual Service Fee before the anniversary of the web site go-live date will result in the site being removed from the Internet and email services suspended until payment is made.

## 5. Client Amends

the Developer encourages input from the Client during the design process and will consult the Client at all significant stages for approval before continuing.

However we are aware that some Clients may request material alterations to pages we have already built to the Client's specification. To that end, please note that our agreement does not include a provision for material alterations or creation of additional pages in excess of the agreed number. If material alterations are requested after the agreed design, this will be charged at our standard hourly rate. Some examples of material alterations at the request of the Client include but are not restricted to:

- A substantial redesign at the Client's request.
- Recreating or significantly modifying the page header graphic at the Client's request.
- Replacing more than 50% of the text to any given page at the Client's request.
- Creating a new navigation structure.

## 6. Maintenance Agreements

Any maintenance to the site requested by the Client after completion will be charged at our standard hourly rate or by pre arranged terms and included in the Annual Service Fee. From time to time, it may become necessary to make changes to website code for example following server operating system updates and/or browser technology updates. These factors are outside of the Developer's control and any updates/upgrades necessary will be advised and charged at prevailing hourly rate.

## 7. Assignment of Project

the Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. the Developer warrants all work completed by subcontractors for this project.

## 8. Additional Expenses

The Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of our project. Examples would be:  
Purchase of specific fonts at the Client's request, Purchase of specific photography at the Client's request. Purchase of specific software at the Client's request.  
Travel expenses are also chargeable for on-site visits or other meetings in excess of that defined in the Proposal. Such expenses are charged on an hourly basis at the prevailing standard hourly rate, plus £0.40 per mile.

## 9. Copyrights and Intellectual Property Rights

It is the sole responsibility of the Client to ensure that all copyright and intellectual property right clearances have been obtained from their respective owners in respect of any material provided by the Client to the Developer where the copyright and intellectual property rights are not owned by the Client. The Client agrees to indemnify and keep the Developer indemnified and held harmless, without limitation, against all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) suffering or incurred by the Developer in consequence of any breach by the Client of this clause.

## 10. Illegal or Improper Use

The Client agrees and undertakes only to use the services provided by the Developer for proper and lawful purposes. The Client shall not use the services for transmission of any material the transmission of which may violate criminal or civil law or which is obscene, threatening, defamatory or which may render the transmitter liable to proceedings whether criminal or civil. Any breach of this clause shall be a breach entitling the Developer to terminate this agreement with immediate effect and the Client hereby agreed to indemnify the Developer and keep the Developer indemnified and held harmless in respect of all claims,

actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) which may be brought against the Developer or suffered or incurred by it in consequence by the breach or non-observance by the Client of this clause.

### **11. Limitation of liability**

the Developer shall not be liable to the Client for any indirect or consequential damage or loss (including loss of profits and loss of business opportunity) which may be caused brought about or suffered by the Client as a result, wholly or in part, of any fault, defect, interruption or error in the provision of the services by the Developer to the Client. In addition and even where the claim involved arose by the negligence of the Developer, its servants, agents, employees or otherwise (other than in respect of death or personal injury thereby caused) the liability of the Developer to the Client for any claim in contract or tort shall be limited to the aggregate of the charges paid by the Client to the Developer for the provision of the services within the twelve month period immediately preceding the incident that gave rise to said claim. The Client hereby acknowledges that the charges made by the Developer are modest and it is reasonable for the liabilities of the Developer to be so limited.

The Client also agrees to indemnify the Developer and keep the Developer indemnified and held harmless in respect of all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) which may be brought against the Developer or suffered or incurred by it arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site or as a result of any improper or fraudulent use of any personal data or payment details processed through the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organisation, or business.

### **12. Ownership to Web Pages and Graphics**

Copyright to the finished unique assembly of web pages produced by the Developer and graphics shall be vested with the Client only upon final payment. This ownership is to only include design, photos, graphics, source code and text, all of which may have been specifically designed for the Client for completion of this project. However, copyrights to third party artwork licensed by the Developer, or third party licensed software, remain with the copyright holders and their terms and conditions shall apply to the Client.

### **13. Design Credit**

The Client agrees that the Developer may put a small font link stating 'Site Design by the Developer' in a discreet position on each page of the site. The Client also agrees that the Client's web site may be used in the Developer's portfolio and/or promotional material.

### **14. Non-disclosure**

the Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information identified as such, to any person whatsoever.

Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

### **15. Cancellation**

In the event that work is postponed or cancelled at the request of the Client in writing, the Developer shall have the right to retain the deposit paid at the start of the project.

The Client also agrees to pay the Developer fees based on the number of hours worked charged at the standard hourly rate up to the full quotation value.

### **16. Other Agreements between the Developer and Client**

Any agreement between the Developer and client not covered elsewhere will be listed here.

i. The Proposal as dated at the Proposal Date.

### **17. Force Majeure**

the Developer shall not be liable for any breach of this agreement if the same was caused by an act of God, insurrection or civil disorder, war or military operations, local or national emergency, acts or omission of Government, Highway Authority or other competent Authority, Industrial disputes of any kind (and whether involving the Developer or not as the case may be) fire, lightning, explosion, flood, subsidence, weather of exceptional severity, the acts or omissions of third parties to whom the Developer is not responsible (particularly including other telecommunication service providers) or for any other cause or reason whether or not E.jusdem Generis to the foregoing but which are outside the control of the Developer.

### **18. Notices**

Any notice relating to this agreement may be given by either party to the other by being sent by post to the other party at the address appearing in this agreement.

### **19. Law**

This agreement shall be governed by and construed in accordance with English Law and shall come within the jurisdiction of the courts of England and Wales.

### **20. Entire Agreement**

the Developer and the Client hereby acknowledge that these terms and conditions contain the entire agreement between them relating to the subject matter covered and that in agreeing to these terms and conditions, neither party has relied on any representation given by the other other than those expressly stated in this agreement and that neither party shall have any claim against the other arising from purported misrepresentation which does not itself appear in this agreement.

### **21. Headings**

Headings are included in this agreement for convenience only and shall not effect the construction or interpretation of the agreement itself.

### **22. The Contracts (Right of Third Parties) Act 1999**

It is hereby declared that for the purposes of the said act this agreement does not provide for enforcement of its terms by any third party not do the parties intend that any of its terms should confer a benefit on any third party.

### **23. Termination**

If the Client fails to pay the Developer any sum due under the terms of the agreement and/or if the Client breaches any of the terms of this agreement, and fails to remedy the breach within 21 days, the Developer has the right to terminate the agreement. No refund will be made by the Developer to the Client.

the Developer retains the right to terminate the agreement if the Client (being a company) goes into liquidation or has an administrator or administrative receiver appointed or (in the case of an individual) is made bankrupt. At its discretion, the Developer will be entitled to suspend the provision of services whilst the default continues.

**24. Changes to this Agreement**

the Developer reserves the right to make changes to this agreement at any time and the Client agrees to take on these changes. If the Client declines to accept these changes, then they may terminate this agreement with thirty days notice. The current version of this Agreement will be available at the Developer's web site.

On behalf of the Client:

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of the Developer:

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

Name: \_\_\_\_\_

Date \_\_\_\_\_