

## **Contract for Web Design Services**

This is a contract established between ..... and ..... on .....

### **Introduction**

I will always do my best to produce high quality work of which we can both be proud. However, everyone values security and so this contract allows us to have a written account of what each person is agreeing to do and what happens if something goes wrong. This document is written in plain English: I do not intend to confuse you with jargon or complicated legal terms, but I do want to ensure the safety of both parties, now and in the future.

### **The Basics**

You (.....) are hiring me (.....) to design a web site for the estimated total price of ..... as outlined in our previous correspondence. Website hosting and domain name will be purchased by me on your behalf but billed as an additional cost not inclusive in this price.

### **What Are Your Responsibilities?**

As the client, you have the power and ability to enter into this contract. You agree to provide me with everything needed to complete the project, including text, images and other information, as and when I need it and in the format I request.

You agree to review and sign-off the designs at specified points in the process, within an agreed timeframe (defined as two weeks unless otherwise specified in writing and appended to this contract). You will be bound by any deadlines that we agree to set, though I will not hold you responsible for missed deadlines caused by tardiness on my part. You also agree to be bound by the payment schedule set out later in this contract.

### **What Are My Responsibilities?**

As the designer, I have the skill and ability to provide the services you need, and will carry out the work in a professional and timely manner. I will endeavour to meet all the deadlines we set together, but cannot be responsible for a missed deadline if you have been late in providing the required materials, or have not approved or signed-off my work on time. I will maintain the confidentiality of any information that you provide.

### **Design**

I will create designs for the appearance, layout and functionality of the website. I will create one main design but you will have the opportunity for two rounds of revisions. If you are not happy with the design after these revisions, I will keep the deposit (outlined below under "Payment") to pay for the work that has already been done and you may either terminate the contract or continue to commission me to make further design revisions at an hourly or fixed price to be agreed at that time. The term "design sign-off" means you have approved, in writing with a signature, a final design I have presented.

### ***Website Coding and Testing (The techie bit!)***

The website will be written with the markup language called XHTML 1.0 Strict (the current standard for website structure) and the coding language called CSS 2.1 and 3 (the current standard for website styling). I reserve the right to change to newer or more appropriate markup or code during production if I feel that this will better suit the project.

All markup and code will be tested in the current versions of all major browsers, including Mozilla Firefox, Microsoft Internet Explorer (7 and 8), Apple's Safari, Opera and Google Chrome. Microsoft Internet Explorer 6, as it is now out-of-date but still popular, will be served a simplified version of the website and tested only with this version. I will not test on other old or abandoned browsers, including Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, or on older versions of Mozilla Firefox, Apple's Safari or Opera. Testing in other browsers, and production of the necessary additional code to any fix bugs, will be charged at an hourly or fixed rate price if required.

I will not test on any mobile devices unless the Statement of Work includes producing a mobile-specific site, in which case the site will be tested on the Apple iPhone 3GS and an online mobile device emulator.

### ***Text Content***

I will input the text you provide into the relevant pages before the site goes live. I am not responsible for writing any text content unless a separate, specific agreement is put in place for copy writing and billed accordingly. Generation of text content is therefore your responsibility. I am also not responsible for any text editing, though I will promise to bring any errors that I notice to your attention before the site goes live. Copy editing, again, can be arranged and billed separately.

### ***Photographs***

You are responsible for providing any photographs in digital or printed format. If you chose to use stock photography, I can provide recommendations of stock photography vendors. For any time that I use to search for photographs, you will be charged at an hourly or fixed price to be agreed. In some circumstances, it may be possible for me to generate relevant photographs for use on your website. If so, this service would be put into a separate agreement and priced at an hourly or fixed rate.

### ***Hosting and Technical Support***

If you have not already got hosting or a domain name sorted out, I can set up an account for you at one of my preferred, third-party companies. I will discuss the choices of hosting companies and options with you to find the one best suited to your website. I must stress, though, that these are third-party companies and so I have no control over any changes they might make to their services nor can I provide technical support. For these, you must look to the company themselves, and I will provide you with all the details you need, including usernames, account numbers and passwords, to allow you to take over the interactions with your chosen company once the website has gone live. You will be responsible for renewing your hosting service and domain name, but you may return to me if you wish me to organise this for you. This will be charged at a fixed price to be agreed at the time.

## **Copyright**

You must own the copyright of all images, text and other information that you provide for use on the website, or have written permission from the owner of the copyright to use it on your website. I will use content that you provide in good faith that this is the case and I am not responsible or liable if you provide material that you do not have the right to use.

When I receive your final payment, copyright is automatically assigned as follows:

You own any graphics and visual elements I have created for you for this project. You also own any images, text or data that you provided, unless they are owned by someone else. I retain ownership of the XHTML/HTML markup, CSS and other code. These are licensed to you for use on this project alone.

The web was built on the principle of sharing our work and what we have learnt, so I reserve the right to write about the project in various mediums, including, but not limited to, my blog, other websites, magazine articles and books about web design. I also reserve the right to discuss and link to your completed project from my portfolio. I will also include an unobtrusive link from your website to mine to allow potential future clients to find me through my work on this project.

## **Payment**

The payment schedule is as follows:

- 30% deposit up-front, after the kick-off meeting and before the design work begins.
- a further 20% when the design is finalised (in other words, after "design sign-off").
- the final 50% after work is complete. The site will go live once payment has been received. If payment is not received, I retain the right to withhold publishing of the site until this has been resolved.

Both the 30% and the 20% instalments are non-refundable if work is terminated after they have been paid, as they cover the time that I have already invested in your project.

## **Legal Stuff**

I cannot guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so I cannot be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

This contract stays in place and need not be renewed. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. In other words, if for some reason one part of this contract becomes invalid or unenforceable, the other parts of it remain in place.

**Acknowledgements**

This contract is based, with permission, on Andy Clarke's contract, found at <http://24ways.org/examples/contract-killer/contract-sample.txt> and covered by Creative Commons Attribution Share Alike License. This contract is therefore also covered by the same license. Andy Clarke can be found at and contacted through <http://www.stuffandnonsense.com>.

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**Signatures**

Signature: .....

Signed by ..... on behalf of .....

PLEASE PRINT NAME

COMPANY NAME

Designer's signature: .....

Signed by ..... on behalf of .....

PLEASE PRINT NAME

COMPANY NAME

Date: .....