

# Website Development Contract

Date: [ Date ]

Between us ListerData Internet Services

and you [customer name]

## *Summary:*

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You ([customer name]), located at [customer address] are hiring us (ListerData Internet Services) located at 97 Hightown Road, Liversedge, West Yorkshire, WF15 8DG to design and develop a web site for the estimated total price of [total] as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that.

## *What do both parties agree to do?*

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

## *Design*

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) We call that 'design atmosphere.'

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

### *Text content*

We're not responsible for writing or inputting any text copy. If you'd like us to write new content or input text for you, we can provide a separate estimate for that.

### *Photographs*

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

### *HTML, CSS and JavaScript*

We deliver templates developed from HTML5 mark-up, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

### *Browser testing*

Browser testing does not mean attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

### *Desktop browser testing*

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer, Edge), Mozilla Firefox and Opera. We'll also test to ensure Microsoft Internet Explorer versions 8 and newer for Windows users get an appropriate, possibly different, experience. We won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

### *Mobile browser testing*

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

iOS: Safari, Google Chrome

Android: Google Chrome and Firefox

Windows Phone: Version 8.1

We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

### *Technical support*

This contract does not cover website hosting and so doesn't cover support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do we will need technical details of the capabilities of your hosting platform in order to be sure the website we produce will work correctly.

If you don't have hosting arranged for the website, we can set up an account for you on one of our servers and manage it for you, which will also include providing technical support, and we can provide a separate estimate for that.

### *Changes and revisions*

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for that.

### *Legal stuff*

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

### *Copyrights*

First, you guarantee that all elements of text, images or other artwork you provide are either owned by yourselves, or that you have permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

We love to show off our work and share what we've learned with other people, so we reserve the right to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books unless you have specifically withdrawn permission for us to do this.

### *Payments*

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

At the time of signing this contract	20% of the amount of our estimate.
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When the website goes live	70% of the amount of our estimate.
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After 14 days of the website going live	10% of the amount of our estimate.
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If the length of time for developing the site takes more than 1 month, interim payments will be due at the end of each month for the work we have done in that month.

### *The horrible small print.*

You can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

### *The dotted line*

Signed by and on behalf of ListerData Internet Services

Signed by and on behalf of [customer name]

Date

*Everyone should sign above and keep a copy for their records.*