Sample Website Design Agreement (Sample Only)

This Agreement is between (Web development company name) (Company Number) and (Client) (Client's Company Number) the Customer referred to in the Schedule.

Consulting Services

1.   (Web development company name) will provide consulting services to the Customer relating to the creation or modification of a Website. The specific nature of the services to be provided by (Web development company name) will be as specified in the Schedule ("the Services"). Subject to any lawful restraint imposed upon it by any other party (such as an obligation as to confidence), (Web development company name) will make available to the Customer all knowledge, information and expertise in its possession in performing the Services. If the Customer wishes (Web development company name) to perform any services other than those specified in the Schedule (including without limitation to provide any additional functionality) or to provide further or other Products or software, then (Web development company name) shall be entitled to quote the Customer separately for the provision of those services or the provision of those products or software. If the Customer accepts that quotation then the provisions of this Agreement will apply to the provision of those additional services, products or software.

2.   Unless otherwise agreed in writing by the parties, the term of this Agreement will commence on the date specified in the Schedule.

3.   Unless specifically stated as a fixed price quote, any cost estimates that are or have been given by (Web development company name) are estimates only. Actual time spent and Products supplied may be used as the basis for billing.

Products

4.   (Web development company name) may also supply the Customer with Products (as ordered by Customer and agreed by (Web development company name)) from time to time. In the context of this Agreement, "Products" means any hardware and/or third party software provided to the Customer by or on behalf of (Web development company name) pursuant to this Agreement.

Reporting and Meetings

5.   The Customer shall make its employee (specified in the Schedule or such other person as the Customer shall nominate in writing) (the "Customer Contact") available to meet with (Web development company name) when reasonably required by (Web development company name) for the purposes of discussing the status of the Services. (Web development company name) will meet regularly with the Customer Contact (by remote communication facility if necessary) and report to the Customer on the status of the Services.

Consulting Rates, and Other Expenses

6.   (Web development company name) will provide Services to the Customer and will be entitled to charge the Customer for such Services at the rates specified in the Schedule.

7.   (Web development company name) shall be entitled to provide the Services remotely from its own premises and will not be required to attend the Customer's premises. If (Web development company name) is required to attend the Customer's premises for any reason pursuant to this Agreement, the Customer will reimburse (Web development company name) for reasonable transport and/or accommodation expenses incurred by (Web development company name) in doing so. However this does not include transport or accommodation expenses where the Customer's premises are located within 25kms of [Company Address].

8.   The Customer authorizes (Web development company name) to obtain access to the Customer's computing facilities referred to in the Schedule (the "Facilities") using the remote means of access referred to in the Schedule ("Means of Access") and subject to any Restrictions on Access set out in the Schedule, for the purposes of providing the Customer with Services.

9.   (Web development company name) will not use the Means of Access (or any other methods of remote access) to access the Facilities for any purpose other than to provide the Services. However, (Web development company name) shall be permitted to gain remote access to the Facilities for lawful purposes using any publicly available means (such as the World Wide Web), which do not require special authorization.

10.   (Web development company name) will take the following steps to ensure the security of the Facilities (insofar as the use of (Web development company name)'s systems and the Means of Access are concerned):

      a) ensuring that no passwords are stored in easily recognizable form on

(Web development company name)'s own systems in circumstances where a breach of (Web development company name)'s own internal security may reveal them;

b) ensuring that only those employees and contractors of (Web development company name) who are required to access the Facilities using (Web development company name)'s systems and the Means of Access are able to do so;

c) ensuring that the Facilities are not capable of being accessed by a system or user, which transits (Web development company name)'s own systems, except as permitted by this Agreement.

11. The Customer indemnifies (Web development company name) against any loss or damage arising directly or indirectly from any unauthorized use of the Facilities to which (Web development company name) has been granted remote access, provided that such unauthorized use has not arisen as the result of any material breach by (Web development company name) of its own obligations under Clause 10 of this Agreement.

12. The Customer will also reimburse (Web development company name) for all expenses incurred by (Web development company name) on the Customer's behalf or in carrying out its obligations under this Agreement.

13. The Customer will pay (Web development company name) for the cost of any Products (including any licensing that (Web development company name) is required to pay to obtain a sub-license in favor of the Customer for any third party software) together with (Web development company name)'s own charge that it levies for handling and/or obtaining any relevant sub-licenses.

Payment of Invoices

14. (Web development company name) will be entitled to invoice the Customer on an interim basis at least monthly for progress payments for any Services performed or Products supplied during the previous month (or during any earlier period which has not previously been invoiced) together with such expenses as the Customer is required to reimburse (Web development company name). Such invoices shall contain such information and detail as the Customer may reasonably require to permit the Customer to account for the Services and Products (for instance, by attaching copies of any time sheets) reasonably prescribed by the Customer.

15. All invoices rendered by (Web development company name) are payable within fourteen (14) days from the date of invoice. The Customer agrees to pay (Web development company name) in full within this time period.

16. If the Customer fails to pay any invoice by the due date for payment, then without prejudice to (Web development company name)'s rights under this Agreement, the Customer shall also pay (Web development company name) interest on the outstanding amount at the rate of 2% per month.

Confidentiality

17.   (Web development company name) will not disclose to any third party or use other than for the purposes of this Agreement any knowledge or information imparted to or obtained by it during or in connection with the fulfillment of this Agreement which is of a secret or confidential nature relating to the business, equipment, processes relating to the equipment, the products, services, process or business strategies offered or employed by the Customer. This obligation of confidence will cease to apply in relation to information that (Web development company name) is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by (Web development company name) of its obligations of confidence under this Agreement.

Intellectual Property

18.   Unless otherwise agreed in writing by (Web development company name), the copyright and all other rights relating to any software provided to the Customer by or on behalf of (Web development company name) pursuant to this Agreement (the "Intellectual Property") will remain the property of (Web development company name) or where applicable its licensors.

19.   Upon payment in full for the Services provided by or on behalf of (Web development company name) pursuant to this Agreement, (Web development company name) grants the Customer a non-exclusive and non-transferable perpetual license to use the Intellectual Property for the Customer's own business purposes, and in the case of the third party software, will obtain a sub-license in favor of the Customer in similar terms.

20.   (Web development company name) warrants to the Customer that to the best of its knowledge, it has the right to grant the licenses referred to in this Agreement, and the use by the Customer of any software provided by (Web development company name) will not infringe the rights of any third party.

21.   (Web development company name) also grants the Customer the right to copy the Intellectual Property for the purposes of staff and subcontractor education and system backups. However, the Customer must not copy any of the Intellectual Property for any other purposes.

22. The Customer must not de-compile, disassemble, decrypt, extract or otherwise reverse engineer any part of any software that is provided to the Customer by (Web development company name) without (Web development company name)'s prior written consent.

23. The Customer must hold any software (in source and/or in object code) and other materials provided to the Customer by (Web development company name) confidential. The Customer must not disclose any of those materials to any third party without (Web development company name)'s prior written consent. The Customer must also take all reasonable steps within its power to protect the Intellectual Property of (Web development company name).

High Risk Activities

24. None of the software or the Products provided pursuant to this Agreement is designed or intended to be fault-tolerant or designed or intended for use as or for use where their failure or malfunction could lead to death, personal injury, or economic, physical or environmental damage ("High Risk Activities"). The term "High Risk Activities" includes but is not limited to...

The above sample represents only half of the Sample Website Design Agreement.

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