

# CONTRACT OF WORKS FOR WEB DEVELOPER

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

**Between** \_\_\_\_\_ **and** \_\_\_\_\_

## Summary

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

### *In short*

You, \_\_\_\_\_, are hiring \_\_\_\_\_ to design and develop a web site for the estimated total price of \$ \_\_\_\_\_ outlined in our previous correspondence. The agreed payment plan is at the end of the document.

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

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

## **Getting down to the nitty gritty**

What we need from you Below is a list of items we'll need up front from you. Every project is slightly different, so there may be things we've missed from this list, but we will let you know as soon as we're able if we've forgotten something we need.

- \_\_\_\_\_ *includes credentials, access to any necessary services or assets, etc*

## **Details of the works**

We will create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

### *HTML/CSS layout templates*

We have agreed to test our code in IE7+ as well as the latest releases of Firefox, Safari, and Chrome. Additionally we test on mobile Safari and mobile Chrome (iOS devices, Android devices). If you need browsers other than those listed tested, please provide us with a list of the browsers and devices. Testing additional browsers requires more testing time as well as potentially needing to code for that specific browser. We code everything with progressive enhancement in mind. This means that modern browsers may show slight differences to older browsers (such as text and box shadows, rounded corners, etc. ) based on what a browser is able to render. Any changes will not affect the user experience. If you need to show the same or similar visual design to visitors using additional or older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

### *Text content*

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at \$ \_\_\_\_\_ per hour, including a free initial consultation, for copy writing or content input.

### *Photographs*

If needed, you will supply us photographs either in digital or printed format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for

or taking appropriate photographs will be charged at \$ \_\_\_\_\_ per hour, after a free initial consultation to determine if this is the best route to take.

#### *Changes and revisions*

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the daily rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

#### *Technical support*

You may already have professional web site hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you at one of our preferred, third-party hosting providers. We will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you.

We are not a web site hosting company and so we do not offer or include technical support for web site hosting, email or other services relating to web site hosting. If you do require help with anything beyond the design and development of your site, we'll be happy to help.

### **Legal stuff**

We can't guarantee that the functions contained in any web page templates or in a completed web site will always 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 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.

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.

### **Copyrights**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

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

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design, etc.

## Payments

We are 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, which will be as follows, but may be revised based on further conversations between us.

\_\_\_\_\_ of total estimated fee due no later than \_\_\_\_\_  
days upon agreement of contract: \$ \_\_\_\_\_

\_\_\_\_\_ due 3 weeks after web design initiation : \$ \_\_\_\_\_ .

Design initiation occurs after all content and materials are collected from you such that the web site can be completed. You will use all reasonable efforts to provide needed information, materials and approvals. Any delay by you will halt the project.

**Remainder of fee payable not more than \_\_\_\_\_ days after receipt  
(confirmation) of finished product: \$ \_\_\_\_\_**

### *late Payment*

If payment is not received within \_\_\_\_\_ days after receipt (confirmation), we retain the right to keep the full deposit, end the project and discard/withhold all copies of photographs, databases, XHTML markup, CSS and other code used to complete the site.

### *But where is all the horrible small print?*

We can't guarantee that the functions contained in any web page templates or in a completed web site will always 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 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.

Just like a parking ticket, you cannot 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 the \_\_\_\_\_ courts and \_\_\_\_\_ courts.*

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

