

# Website Contract

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**Between** Mike Cottam (CottamWeb), The Old School House, Chapel Hill, Bride, Isle of Man IM7 4BH

**And** CLIENT, xxxxxxxxxxxxxxxx

## Summary:

I'll always do my 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. I've no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

## So in short;

You **CLIENT**, located at xxxxxxxxxxx ("You") are hiring **CottamWeb** ("me") to:

- xxxxxxxxxxxxxxxx

For the total price of ~~£xxxxxxxxxxxx~~ as outlined in my previous correspondence.

## What do both parties agree to?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give me the assets and information I tell you I need to complete the project. You'll do this when I ask and provide it in the formats I ask for.

You'll review my 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.

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

## GETTING DOWN TO THE NITTY GRITTY

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### **Design**

I create websites using WordPress as the content management system and software. The design element of your website is created using WordPress premium themes as the foundation, which is then customised to reflect your design brief.

I work in a live environment, meaning that your website will have a holding page placed on it whilst the development work is under way. You will have every opportunity to review the site as it is developed.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction my work is taking you'll pay me in full for the time I've spent working with you until that point and terminate this contract.

### **Text content**

Unless agreed separately, I'm not responsible for proofreading or editing the text that is input into your content management system. I do provide proofreading and editing services, so if you'd like me to proofread or edit any content prior to inclusion on a web page, I can provide a separate estimate for that.

### **Graphics and 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, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

### **Browser testing**

Browser testing no longer means 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.

I test my work in current versions of major desktop browsers Google (Chrome) and Microsoft (Edge). I'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. I won't test in other older browsers unless I agreed separately.

### **Mobile browser testing**

Mobile browser testing using popular smaller 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.

### **Technical support**

I'm not a website hosting company so I don't offer 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, great. If you don't, I can set up an account for you at one of my preferred hosting providers. I can set up your site on a server, plus any statistics software such as Google Analytics and I can

provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

### **Search engine optimisation (SEO)**

I don't guarantee improvements to your website's search engine ranking, but the web pages that I develop are accessible to search engines.

### **Changes and revisions**

I don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the number of weeks that I estimate I'll need to accomplish everything you've told us you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I'll provide a separate estimate for those additional weeks.

### **Legal stuff**

I'll carry out my work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, I can't guarantee that my work will be error-free and so I 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 me of them.

Your liability to me will also be limited to the amount of fees payable under this contract and you won't be liable to me or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if I've advised you 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.

Phew.

### **Intellectual property rights**

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Blimey.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to me, you agree to protect me from any claim by a third party that I'm using their intellectual property.

I guarantee that all elements of the work I deliver to you are either owned by me or I've obtained permission to provide them to you. When I provide text, images or other artwork to you, I agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, I'll assign all intellectual property rights to you as follows:

You'll own the website I design for you plus the visual elements that I create for it.

All website content and design assets will be stored on your web server as part of your WordPress installation; I'm not required to keep a copy of any design assets or content. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

I'll own any intellectual property rights I've developed prior to, or developed separately from this project and not paid for by you. I'll own the unique combination of these elements that constitutes a complete design and I'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

### **Displaying my work**

I love to show off my work, so I reserve the right to display all aspects of my creative work, including sketches, work-in-progress designs and the completed project on my portfolio and in articles on websites, in magazine articles and in books.

### **Payment schedule**

I'm sure you understand how important it is as a small business that you pay the invoices that I send you promptly. Also, you agree to stick tight to the following payment schedule.

**Payment details – total cost of this project: £xxxxxxx**

**Payment schedule – 50% initially payable upon acceptance of this agreement, with the 50% balance due 1 (one) calendar month after the date of the initial invoice or when the website is launched, whichever happens sooner.**

**\*Important – delays to the launch of your website (due to either party) will not affect the payment schedule.**

I issue invoices electronically. My payment terms are settlement upon receipt of invoice, to be made by BACS or the SWIFT international payments system. All proposals are quoted in GBP and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on my electronic invoice.

**But where's all the horrible small print?**

[www.cottamweb.com](http://www.cottamweb.com)

[mike@cottamweb.com](mailto:mike@cottamweb.com)

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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 **Isle of Man** courts.

Oh and don't forget those men with big dogs.

**The dotted line**

Signed (electronically) by and on behalf of **CottamWeb**

*Mike Cottam*

Signed by and on behalf of **CLIENT**

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