



# Web Design Contract

I'll always do my best to fulfil your needs and meet your expectations. But it's important to have things written down so both you and I 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 have no desire to trick you into signing something that you might later regret. I want what's best for both parties, now and in the future.

In short, you are hiring me to design and develop a website for the estimated total price outlined in the quotation that's attached, and these terms explain how the project will proceed.

## 1. QUOTATION

The quotation that is attached is part of these terms, and is valid for thirty (30) days from its issue date.

The figures in the quote are minimum estimates for the project - the final amount payable will be indicated on my invoices issued in the course of this project, taking into account factors including rush fees, expenses paid on your behalf, and any changes to the project scope (all of these are explained below). If there's no change to the project scope, it is unlikely that the final amount payable will differ greatly from my estimate.

## 2. PROJECT SCHEDULE

I'll do my best to meet the project deadlines outlined in the quote. That said, my ability to do this depends on you giving me everything I need to complete the project in the format that I need it, as and when I need it. You'll review my work and provide feedback and approval in a timely manner too, but I recognize that creativity does not follow a schedule, so time is not of essence in the contract.



### 3. PAYMENT SCHEDULE AND INVOICES

You agree to stick to the payment schedule outlined in the quote, and to pay the invoices in accordance with the terms stated on the invoice, or, if no terms are stated, within fourteen (14) business days of receipt. Please pay for any bank charges, administrative fees and other costs payable in connection with remitting any payments to me.

### 4. AMENDMENTS TO MY WORK

I provide two (2) rounds of amendments to my work at no extra charge, as long as the changes requested do not substantially alter the original project scope, nature or purpose; and as long as you have not already given me your final approval for the piece of work concerned. Any other kinds of amendments are considered a change in the project scope, which is explained in paragraph 8 below.

### 5. CANCELLATION

You can cancel this contract at any time, by informing me in writing at least one (1) month in advance.

Likewise, I can cancel this contract any time, by informing you in writing at least one (1) month in advance.

Cancellation does not affect any benefit or right that you or me become entitled to beforehand. So regardless of cancellation, you will pay me for any outstanding invoices and for work already done but not yet invoiced. Please remember there are no refunds for any reasons.

### 6. FINAL DELIVERY

For website development projects, all files that are required for the website to function properly will be uploaded to your server within seven (7) business days after you approve them, and after you've paid all the outstanding invoices.

Due to the nature of the work - no refunds allowed.



## 7. WHAT YOU CAN DO WITH THE DESIGNS AFTER PAYMENT OF THE FINAL PROJECT INVOICE

If I designed a trademark (in logo and/or tagline form) as part of your project, then, as far as the trademark is concerned:

Upon payment of all outstanding invoices for the project, and in exchange for such payment, I assign to you all right & title

In exchange, you grant me a royalty-free and permanent license to use representations of the designs and taglines in my portfolio (in all types of media), as a sample of my past works, in trade publications, educational material, to promote myself, and for competitions.

You'll be entirely responsible for making sure my designs and taglines are free for you to use and register as a trademark, and that they don't infringe anyone else's rights - I cannot and do not accept any liability for these matters. I'll sign any documents that are reasonably needed to confirm or evidence that you own the designs, provided you bear any legal and other fees that are incurred by either you or me in the process.

For all other deliverables created by me:

Upon payment of all outstanding invoices for the project, and in exchange for such payment, I grant you a royalty-free license to use the deliverables for the uses stated in the quotation, without any changes or additions (except that you can make the designs smaller or larger for printing or display purposes).

If you want to put the deliverables to additional uses, or make changes to them, additional fees will apply, and I might have to obtain additional licenses from third party vendors - contact me and I'll be happy to work out some terms with you. Otherwise I will have to look to you to cover me for any damage, legal fees and consequences if you put the deliverables to additional uses without my prior authorization.

I remain the owner of all rights in the deliverables in draft and final form, as well as of the works used to create them (except for materials that you provided, or that are owned by

third parties), and are free to use them in future.



#### 8. CHANGES TO THE PROJECT SCOPE

I recognize that you may have new ideas which you may want to include later on, and I'll be able to accommodate you. Inform me of the changes or additions, and if they are not already provided for in the existing quotation given, I will provide a separate quotation to cover them.

I understand that there may be urgent changes to the project scope that need to be carried out right away. You can request and approve an oral quote in order for me to start work on urgently needed changes, and I will follow up with an invoice later on.

#### 9. EXPENSES PAID ON MY BEHALF

You will reimburse me for costs that I incur in order to complete your project, including charges for overseas calls and faxes, shipping, government fees, taxes, levies, entertainment, transportation, visas, entrance fees, usage fees and license fees. I will include these charges in my invoices to you so you know exactly what was involved.

#### 10. THIRD-PARTY VENDORS

I may purchase or license from third party vendors materials used in your project (including source code, work-up files, software programs, photographs, illustrations etc.). Where I license such material, the intellectual property rights in the licensed material remain the property of the third party vendors.

#### 11. RUSH FEES

The quotation attached does not cover any work that has to be rushed ahead of the project schedule, or work outside the project scope that is to be executed on a rush basis. Rush work means work that you request me to complete within three (3) weeks of your request.

My rush service fees are charged at a premium basis of \$150 additional added to the original amount stated in the attached quotation (or, if not previously quoted, of my standard charge) for the type of work requested .

#### 12. DELAYS TO THE PROJECT SCHEDULE

I understand that sometimes it's impossible to reply to emails and messages immediately, and so I don't expect you (or me) to be able to do so. At the same time, I've found that keeping the momentum going produces the best results for both myself and my clients. To encourage everyone involved to do this, a delay fee of five per cent (5%) of the attached

quotation amount will kick in for every ten (10) consecutive days that either you or myself goes unresponsive - not providing information, instructions, materials or anything else necessary for the project to proceed.

The maximum amount that either you or I can claim under this clause is a sum that is equal



to the quotation amount.

### 13. AN EXPLANATION OF MY WORK

#### Design

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

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

#### Text Content

I am NOT responsible for writing or inputting any text copy. If you'd like me to write new content or input text for you, I can provide a separate estimate for that.

#### Photographs

You should supply graphic files in a 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.

### 14. SOFTWARE, FONTS AND RAW FILES

Software and fonts used for the project remain my property and will not be released to you. Likewise, project raw files will not be supplied.

If you require the raw files for the project, I can provide a separate estimate for that, which includes the release of copyright to you.

### 15. MATERIALS PROVIDED BY YOU

Where you provide me materials in the course of the project, you guarantee that you own them or have been given permission to use them. Ownership of these materials will remain with you (or the persons who licensed them to you) at all times. You grant me a royalty-free license to use them for the project and to retain copies in my business records.



I will not be responsible for any damage or consequences if the materials you provided infringe someone else's rights or are unlawful or illegal. You will indemnify me and pay for all damages, costs, fees, expenses and legal fees on an indemnity basis that I incur due to your materials being infringing, unlawful or illegal in any country.

#### 16. NON-PAYMENT

I'm sure you understand how important it is as a small business that I get paid promptly for my invoices. I rarely have any late payment issues with my clients, but I need to protect myself too.

So in the unlikely event that any invoice is not paid on time, I may charge a late fee, as stated on the invoice, or, if no terms are stated, amounting to five per cent (5%) of the amount owing for every seven (7) days (or part thereof) that it remains unpaid.

I also may choose to cancel the project immediately, suspend work till payment is received (including stopping ongoing work, removing unpaid material, and taking down the website), and/or take legal action to recover my fees and any lawyer's charges for doing so.

No Refunds for any reason whatsoever for any reason.

#### 17. MY RIGHTS BEFORE PAYMENT OF THE FINAL PROJECT INVOICE

All originally created deliverables, including trademark logos and taglines, in draft and final form, are wholly owned by me prior to full payment of the final project invoice by you. This means that if the project is cancelled before completion, I retain ownership of everything, and no rights are granted to you to use them.

#### 18. ERRORS AND OMISSIONS

I will use my best efforts to prevent errors and omissions from occurring in web page information. If such errors or omissions occur, please notify me, and I will correct them for free, and that will be the limit of my responsibility and liability.

#### 19. CONFIDENTIAL INFORMATION

"Confidential Information" means information that is marked as secret or confidential, or which, based on the circumstances in which it was disclosed, ought to be treated as confidential.

In the course of this project, I may receive from you (and you from me) Confidential



Information. If either you or I receive from the other Confidential Information, the receiving party agrees to keep the Confidential Information secret, ensure that its agents and employees keep it secret, and not disclose it to any other person, organization or entity (unless absolutely necessary).

However, the receiving party may use or disclose Confidential Information received from the other in order to comply with a court order, law or regulation, direction of a governmental or statutory authority. The receiving party may also use or disclose Confidential Information that entered the public domain due to no fault of that party, or that was disclosed to the receiving party by another source lawfully and without any obligation of confidentiality.

## 20. LIMITS ON LIABILITY

While my aim is to deliver top quality and client satisfaction, there are some things I am unable to accept responsibility for.

I provide the deliverables to you on an as-is basis, and I make no promise or guarantee that they will be fit for, or achieve, any particular purpose.

I cannot and do not promise or guarantee that services or products purchased or licensed from third party vendors will be free from interruption or failure or that they will remain available for use for any specific period.

I will not be liable to you for lost profits or other special or consequential damages of any kind, nor will I be liable to you for direct damages unless caused by my gross negligence or fraud. The maximum damages payable to you in any event will not exceed the amount of fees actually invoiced and paid to me in connection with the project in question.

Specifically, I will not be responsible or liable to you for damages or loss caused by:

- your use of the designs and deliverables in ways that are not covered by the licenses I grant to you;
- anything done by me on your instructions, or using material you provided to me;
- any breach of these terms and conditions by you;
- any legal, governmental, contractual or other approvals that were required but which you did not obtain, and you will keep me indemnified for all damages, costs, fees, expenses and legal fees on an indemnity basis that I incur due to any of these specific actions and omissions.

## 21. FORCE MAJEURE

Neither you nor myself shall be liable for failure to perform our part of the contract, if the failure is due to force majeure events (including fire, flood, earthquake, storm, hurricane,



natural disaster, war, civil war, invasion, act of foreign enemies, hostilities, rebellion, terrorist activity, government sanction, change of law, strike, lockout, industrial action, embargo, sabotage, interruption or failure of electricity service, interruption or failure of transport networks or other public utilities, interruption or failure of Internet or other communication service).

## 22. NO TRANSFER OF THIS CONTRACT

You cannot transfer, assign or novate this contract, the licenses given under or in connection with it, or any other parts of this contract to anyone else without my advance permission in writing, which I may choose to give subject to additional conditions.

I cannot transfer, assign or novate this contract without your advance permission in writing, except to a company or business in which I or my ultimate owners have a majority ownership interest.

No Refunds.

## 23. OTHER LEGAL STUFF

I am an independent contractor and not your employee, and thus, any laws by which ownership of copyright in works created by an employee is automatically transferred to the employer do not apply the work-for-hire principle under US copyright law)

This contract and all matters arising from it are governed by U.S law.

Web Designs By Dinah/ Dinah Did It LLC may amend these terms and conditions at any time without prior notice.

If for some reason part of this contract becomes unenforceable or invalid, the remaining parts will be unaffected.

A failure or delay by either party in exercising any right or benefit under this contract does not amount to a waiver of that right or benefit.

This contract will bind the parties' respective legal personal representatives, successors and permitted assigns.

Except where expressly stated otherwise in this contract, a person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



By signing this contract or by expressing your confirmation in writing (on paper or in electronic form), you agree to all the terms and conditions of this contract, which is effective from the most recent date that appears in the signing page or email.