

DATED _____

(1) << >>

(2) << >>

WEBSITE DEVELOPMENT AGREEMENT WITH PROVISION OF RELATED SOFTWARE

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Contractor>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Contractor") and
- (2) <<Name of Client>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Client")

RECITALS:

- (1) The Client operates an internet website for the purpose of marketing and/or selling his <<insert details>> products or services.
- (2) The Contractor is engaged in business as a web software developer and has agreed to supply the Web Pages on an ongoing basis for the Client upon the following terms and conditions.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"acceptance"	acceptance of the Web Pages by the Client pursuant to clause 7;
"affiliate"	means in relation to any company: <ul style="list-style-type: none">• any subsidiary or holding company of that company or any subsidiary of the holding company; or• any other entity controlling or controlled by the company;
"business day"	a day (excluding Saturdays) on which banks generally are open in the City of London for the transaction of normal banking business (other than solely for trading and settlement in Euros);
"confidential information"	all business, technical, financial or other information created or exchanged between the parties in the course of the Project including the existence of the Project;
"Content"	all text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials featured, displayed or used or to be featured, displayed or used in or in relation to the Web Pages;

“Client Content”

**“Development
Programme”**

**“Final Project
Acceptance Form”**

**“intellectual property
rights”**

“Price”

“Project”

“Project Co-ordinator”

“Project Manager”

“Project Team”

“Specification”

“Contractor Scale”

“Terms of Payment”

“Tool Kit”

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to the Contractor by the Client for
Pages in accordance with this

project as set out in schedule 5;

dated by the Client confirming
when completed and tested and
satisfaction (accepting the project
to their satisfaction (rejecting
or certain deliverables);

trade marks, rights in domain
names, copyrights and database rights
in and any applications to
for registration of any of the
confidential information and all other
rights of a similar or corresponding
nature subsist now or in the future in any

from the Client to the Contractor as
in consideration of the provision
in respect of the performance of

Web Pages and regular tool kit

being duly appointed by the
Client's principal representative for
the provision of the Project;

being duly appointed by the
Contractor's principal
for the purpose and supervision of the
Project in schedule 4;

Contractor who may from time to
time be listed in schedule 4;

the Web Pages set out in schedule

of the Contractor for labour;

of the Price specified in schedule

files, templates, pages, files, code
provided by the Client to enable the
Contractor to develop and all of the Web Pages in
accordance with the Specification in a consistent style,

te containing the Content
ication and built using the Tool

by or on behalf of the Client for the <insert details>> products and/or by operates from <<insert URL>>.

2.1.1 reference to the company is to be construed in accordance with the 2006 section 1159;

- 2.1.2 reference to [REDACTED] to this agreement and includes his permitted as [REDACTED] ssors in title to substantially the whole of his [REDACTED]

- 2.1.3 reference to any person, individual, company, firm, corporation, agency of a state, or any undertaking whether or not having legal personality and irrespective of the jurisdiction in which it was incorporated or exists;

- 2.1.4 reference to any instrument or any of its provisions is to be construed as reference to that statute, statutory instrument or provision as amended or re-enacted;

- 2.1.5 words denoting a person include the plural and vice versa and words denoting a gender include all genders;

- 2.1.6 references to [REDACTED] graphs or schedules are to recitals, clauses and [REDACTED] dules to this agreement;

- 2.1.7 'control' is to be construed in accordance with the Corporation Tax Act 2010 section 949 and 'controlled' shall be construed accordingly;

- 2.1.8 'includes' and 'including' without limitation.

- 2.2 The schedules form part of the provisions of this agreement and references to this agreement in any context otherwise requires, include references to the relevant schedules.

- 2.3 The index to and the [REDACTED] are for information only and shall be ignored in computing the [REDACTED]

3.1 In consideration of [REDACTED] the Client and subject to the terms and conditions of the [REDACTED] Contractor shall from the date of this agreement carry out [REDACTED] and, as the case may be, advise and assist the Client [REDACTED]

- 3.2.1 to advise the [REDACTED] relating to the Project,

- 3.2.2 to create and [REDACTED] and

3.2.3 to maintain a
or before the
terms and co

from time to time, in each case on
Development Programme and on the
agreement.

4. Project Management

4.1 The Contractor shall
manage the Project
that the Project Ma
promptly, reasonab
generality of the f
Manager:

anager and make him available to
ause. The Contractor shall ensure
the period of this agreement acts
lar, and without prejudice to the
or shall ensure that the Project

4.1.1 on a business
as are from
Programme

ilable as many man days of effort
by the needs of the Development

4.1.2 gives equal
activities bei

er any and all the other business
Project Manager; and

4.1.3 keeps detail
Project Team
makes the re
Client and h
with copies o

and things done by him and the
ct and at the Client's request either
ection on reasonable notice by the
or, on request, provides the Client

4.1.4 maintains th
reflect delive
guidance ch

and updates it when necessary to
d the Contractor's input as to style
ne to time.

The Project Manag
the Client.

confidential to the Contractor and

4.2 The Client shall ap
co-ordinate with the
Manager and the P

inator and make him available to
parties shall ensure that the Project

4.2.1 organise me
Project at w
report of it, a

an [bi-weekly] intervals during the
gress of the Project and agree a

4.2.2 provide all in
for proper pe

ntation required by the Contractor
and the Services.

For the avoidance o
Co-ordinator shall r
Development Progr

e Project Manager and the Project
alter any material aspects of the

4.3 If the Project Mana
injury from perform
Client, as the case
the other party. If
continues for more
make available an
acceptable to the
ordinator's absence
consecutive busine
suitably qualified an

ordinator is prevented by illness or
agreement, the Contractor or the
e fact and its expected duration to
absence through illness or injury
business days, the Contractor shall
qualified and experienced person
ect Manager. If the Project Co-
jury continues for more than 3
all make available an alternative
be the Project Co-ordinator.

4.4 The Contractor sha
Project Team and s

e provision of the services of the
re necessary from time to time in

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Client shall, within notice, elect by written variation to proceed. The Contractor shall issue an order for the variation. The Contractor acknowledges that the variation shall be binding upon the Client until it is rejected by the Client, in which case the variation shall have been amended. The Contractor shall perform this agreement upon the basis of the amended variation.

date of the Contractor's written notice to the Client. The Contractor shall perform this agreement upon the basis of the amended variation.

7. Delivery and Acceptance

7.1 In accordance with the Web Pages to be delivered, the Contractor shall at the Client's reasonable direction take the following steps: (a) to a specified URL, or installation directly onto the Client's premises.

7.1 In accordance with the Web Pages to be delivered, the Contractor shall at the Client's reasonable direction take the following steps: (a) to a specified URL, or installation directly onto the Client's premises.

7.2 Following delivery in accordance with clause 7.1, the Client shall carry out or procure the carrying out of a review of the Web Pages delivered at the time of delivery. If the Contractor in his sole discretion considers that part of them have materially failed to conform to the Specification, he shall promptly give written notice to the Contractor. If the Contractor in his sole discretion considers that the Web Pages do not conform to the Specification, he shall promptly give written notice to the Contractor. The Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification. Following the completion of the review process, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification. Following the completion of the review process, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification.

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7.3 If changes are required pursuant to clause 7.2, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification. Following the completion of the review process, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification. Following the completion of the review process, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification.

7.3 If changes are required pursuant to clause 7.2, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification. Following the completion of the review process, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification. Following the completion of the review process, the Contractor shall, subject to clause 7.3, make such changes to the Web Pages as are necessary to achieve conformity with the Specification.

7.4 The Contractor shall complete the review process on or before the date(s) specified for the review process.

7.4 The Contractor shall complete the review process on or before the date(s) specified for the review process.

7.5 Notwithstanding anything to the contrary in the Client's requirements, final acceptance of the Web Pages shall be deemed to have occurred upon the completion of the review process under clause 7.2. The Contractor shall be without prejudice to any of the Client's rights set out in the Client's requirements.

7.5 Notwithstanding anything to the contrary in the Client's requirements, final acceptance of the Web Pages shall be deemed to have occurred upon the completion of the review process under clause 7.2. The Contractor shall be without prejudice to any of the Client's rights set out in the Client's requirements.

7.6 Risk of loss or damage to the Web Pages, the Content or the documentation relating to the Web Pages shall be borne by the Contractor upon acceptance of the Web Pages by the Client.

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8. Price and Payment

8.1 In consideration of the Contractor's duties under this agreement by the Client, the Client shall pay the Contractor the Price according to the Terms of the agreement.

8.1 In consideration of the Contractor's duties under this agreement by the Client, the Client shall pay the Contractor the Price according to the Terms of the agreement.

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| 8.2 | The Price is inclusive of all materials but excludes: | |
| 8.2.1 | value added | |
| 8.2.2 | expenses as | |
| 8.3 | All payments to the Contractor shall be made within <<e.g. 14 business days>> after the date of the invoice from the Contractor. All payments shall be made in pounds sterling by cheque or bank transfer to the account of the Contractor to be nominated in writing by the Contractor. | |
| 8.4 | The Contractor will be responsible for the extent and nature of the activities to be carried out by the Contractor to implement Programme and obtain all necessary information, including all agencies and all other circumstances influencing the inclusion of other rates and prices, and the correctness and sufficiency of other rates and prices. The Price shall not be subject to any adjustment whatsoever. | |
| 8.5 | Payment by the Client under this agreement shall be without prejudice to any claim the Client may have against the Contractor and shall not constitute an acceptance by the Client as to the performance by the Contractor of his obligations under the agreement. | |
| 8.6 | The Contractor Scale shall be reasonable. If the Client's of the Contractor's scale has increased, but any increase in the scale with any such increase for other Clients shall be the effect one month after notice of such increase has been received by the Contractor. | |
| 8.7 | The Contractor shall be responsible for incidental expenses incurred by the Contractor in connection with the Project and for third party goods and services subject to the following provisions: | |
| 8.7.1 | the Contractor shall submit a monthly summary of third party expenses incurred in connection with the Project and such expenses shall be subject to the Contractor's monthly basis with reasonable supporting documents. | |
| 8.7.2 | any third party expenses expected to be more than £10,000 in relation to the Project shall require the prior approval of the Client before incurring such expenses. | |
| 8.7.3 | the third party expenses incurred by the Contractor in connection with the Project shall not exceed £10,000 in total; thereafter any third party expenses incurred by the Contractor shall require the prior approval of the Client before incurring such expenses. | |
| 8.7.4 | any expense incurred by the Contractor as a consequence of any amendment to the terms of the Project shall be agreed by the Client. No avoidance of doubt shall be outside the scope of the Project. | |
| 9. | Intellectual Property Rights | |
| 9.1 | The Client grants to the Contractor a licence to use the Client's intellectual property for the purposes of the Project. | |
| 9.2 | The Contractor assigns to the Client all right, title and interest (including but not limited to the Tool Kit. The Contractor shall title guarantee all his right, title and interest (including but not limited to the Tool Kit. The Contractor shall title guarantee all his right, title and interest (including but not limited to the Tool Kit. | |
| 9.3 | The Contractor assigns to the Client all right, title and interest (including but not limited to the Tool Kit. The Contractor shall title guarantee all his right, title and interest (including but not limited to the Tool Kit. | |

and interest (inclu
Content created by

property rights) in the parts of the
course of the Project.

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|-----|--|
| 9.4 | To the extent that the Contractor's obligation in respect of the Client otherwise involves a transfer of rights arising in the Client with full title guarantee, |
| 9.5 | The Contractor shall execute and execute all documents required for the assignments in favour of the Client. |
| 9.6 | Except as expressly provided to the contrary, no rights in the Client or its assets shall be transferred to the Contractor by operation of law or otherwise. |

Contracts his design and creative
the Tool Kit and the Content, or
insure that the intellectual property
a third party are assigned to the

ient from time to time do all things
reasonably require to give effect to

is agreement does not transfer or
interest in any intellectual property

10. Warranties

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|--------|--|
| 10.1 | The Contractor warrants that: |
| 10.1.1 | all works covered by the Contract will be completed by the Project will, and not sub-contracted to any third party; |
| 10.1.2 | the Client's requirements will be fully understood by the Contractor and delivered in accordance with the terms of the agreement and any amendments thereto; |
| 10.1.3 | all services provided will be completed in a timely and professional manner, and the Contractor will be acting with due care and diligence; |
| 10.2 | The Client warrants that it is aware of the terms of this agreement and that it is not acting through a third party. |
| 10.3 | Save as expressly stated otherwise in the terms and conditions of the Contract, the Contractor warrants that the quality or fitness of the work will conform with the requirements of any statute or regulation that is applicable to the work, and that the Contractor is not aware of any defect in the work that is not statutorily implied by the terms of the Contract. |

The Client that:

red by him) in the course of the
n this agreement, be original work
property or other rights of any third

the Web Pages as delivered by the
the Content or the Tool Kit created
accordance with the terms of this
actual property rights of any third

the Contractor shall be provided in skilled and experienced personnel and in accordance with the best website design industry.

Contractor that, so far as the Client
it Content in accordance with the
intellectual property rights of any

nt all representations, warranties,
tten, express or implied by law,
g but not limited to satisfactory
ose are excluded, save for the

11. Intellectual Property Right

The Contractor agrees to damage, costs, legal co whatsoever incurred or su indirect or consequential a claims or proceedings brou property rights by the W Contractor or the Content (

against any and all liability, loss, other expenses of any nature by a third party whether direct, or contractual, tortious or other arising from infringement of his intellectual property rights in the Tool Kit modified by the Contractor), provided that:

- 11.1 this indemnity shall
property rights arisi
Web Pages or arisi

ment of the third party's intellectual
ny alteration or modification to the
t of any element of the Tool Kit or

- the Content delivered by the Contractor or any part of it
- 11.2 in addition to the above, the Contractor shall grant an injunction restraining use by the Client of the Web Pages, the Content (as delivered by the Contractor) or any part of them, on the reasonable good faith opinion of the Contractor, likely to be prejudicial to the Contractor, likely to be prejudicial to the Contractor shall either:
- 11.2.1 do all acts necessary to render those parts of the Web Pages, the Content created or procured by the Contractor, the Content of them, non-infringing without affecting any of their duties and obligations under this agreement; or
- 11.2.2 obtain a licence from the relevant rights holder by granting the Client the right to use the Tool Kit or the Content (as delivered by the Contractor) in respect of that part of them that infringes;
- 11.3 the Client gives written notice of any claim or proceeding as soon as reasonably practicable after the Client becomes aware of it;
- 11.4 the Client makes available to the Contractor all necessary documents and gives the Contractor sole authority to defend and prosecute any such proceedings at the Contractor's cost and expense; and
- 11.5 the Client gives the Contractor all necessary assistance in connection with any such claims or proceedings at the Contractor's cost and expense.
12. **Confidentiality**
- 12.1 During the term of this agreement for any purpose other than the performance of the obligations set out in clause 12, the following obligations shall apply to the Receiving Party ('the Receiving Party') receiving confidential information from the Disclosing Party):
- 12.2 Subject to clause 12.3, the Receiving Party shall:
- 12.2.1 may not use the confidential information for any purpose other than the performance of the obligations set out in clause 12 under this agreement;
- 12.2.2 may not disclose the confidential information to any person except with the prior written consent of the Disclosing Party; and
- 12.2.3 shall make all reasonable efforts to prevent the use or disclosure of the confidential information by any person other than the Receiving Party;
- 12.3 The obligations of confidentiality shall not apply to any confidential information which:
- 12.3.1 is in the public domain at the time of receipt by the Receiving Party or is placed in the public domain prior to its receipt by the Receiving Party;
- 12.3.2 is or becomes known to the Receiving Party on a non-confidential basis through no fault of the Receiving Party;
- 12.3.3 is required to be disclosed by applicable law or regulation; or
- 12.3.4 is received by the Receiving Party from a third party who, at the time of receipt, was not under any obligation of confidentiality to the Disclosing Party in respect thereof and the Receiving Party claims to have no knowledge of the confidential nature of the information at the time of receipt upon the Receiving Party.
- 12.4 Without prejudice to the above, the Disclosing Party may

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- material breach of this agreement
within <<30 days>> starting on the
initiating Party giving details of the
Party to remedy it;

olution for winding up, a court of order for the Breaching Party's petition for the Breaching Party's within 7 days (other than, in each amalgamation or reconstruction amalgamation or reconstruction or assume the Breaching Party's

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14.2.3 the making of any assignment or the appointment of a receiver or the possession of the Breaching Party;

14.2.4 the Breaching Party's management or composition with his creditors generally.

14.3 An act or omission which is controlled by a party to this agreement on his part if it were an act or omission in breach of this agreement by the party.

14.4 Termination of this agreement shall not affect either:

14.4.1 the accrued rights and obligations of the parties arising in any way out of this agreement and in particular but not limited to damages against the other; or

14.4.2 provisions of the agreement, which shall remain in full force and effect.

15. Non-solicitation of Staff

The Client agrees that during the term of this agreement and for an additional period of << >> after termination, the Client shall not directly or indirectly canvass with a view to offering or providing employment to any employee of or contractor engaged in the performance of the Services without the prior written consent of the Contractor.

16. Assignment

16.1 Subject to the provisions of this agreement, neither party shall assign, transfer, sub-contract or make over to any third party the benefit and/or burden of this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

16.2 If the Client is a company, it shall, without the prior written consent of the Contractor, not in any manner make over to any affiliate or to any company with which it is connected in any way the benefit or burden of this agreement, which the Client may transfer its assets and undertake and agree to observe and perform the rights and powers and/or obligations of the Client under the provisions of this agreement being made over.

17. Force Majeure

17.1 Neither party shall be liable to the other party for non-performance of any obligations under this agreement if the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party ('an event of force majeure').

17.2 The party relying on force majeure shall promptly notify the other party of the nature and extent of the event giving rise to the event of force majeure.

17.3 If the event of force majeure prevails for a continuous period in excess of <<e.g. 3>> days, the other party shall be entitled to terminate this agreement.

may give notice to terminate must specify <<e.g. 30>> days. Once a notice to terminate on the terms of any liability to the other in the event of force majeure. Termination shall not

this agreement. The notice to terminate, which must be not less than the notice to terminate is given. If the notice is validly given, this agreement will terminate from the date of the notice. Neither party shall have any liability for termination of this agreement due to an event of force majeure. Obligations that have accrued prior to

18. Dispute Resolution

- 18.1 All disputes at any time arising out of or in connection with the Project Management Agreement shall be referred to the financial expert. If the dispute, it] may be referred to the expert.
- 18.2 The expert shall have the authority to resolve the particular dispute. In the event of failure to agree shall be referred to the Law Society.
- 18.3 The parties shall provide the expert with all information requested by him in connection with the obligations of confidentiality.
- 18.4 The expert shall be required to render his decision as soon as possible or if this is not practicable and the expert is unable to achieve this objective.
- 18.5 The parties shall share the costs and expenses of the expert. The costs shall be borne upon each of the parties.
- 18.6 The dates set out in the programme shall be postponed by a period to be agreed by the expert. For the avoidance of doubt, the provisions of this clause provide for a form of reference to arbitration.

parties that cannot be resolved by the expert or mediator [may in the first place be referred to the expert. If they are unable to resolve the dispute, it] may be referred to the expert.

the expert shall have the authority to resolve the particular dispute. In the event of failure to agree shall be referred to the Law Society.

The parties shall provide the expert with all information requested by him in connection with the obligations of confidentiality.

The expert shall be required to render his decision as soon as possible or if this is not practicable and the expert is unable to achieve this objective.

The parties shall share the costs and expenses of the expert. The costs shall be borne upon each of the parties.

The dates set out in the programme shall be postponed by a period to be agreed by the expert. For the avoidance of doubt, the provisions of this clause provide for a form of reference to arbitration.

19. Waiver

- 19.1 A waiver of any term of this agreement shall be effective only if given in writing by the waiving party and then only if it is given.
- 19.2 No failure or delay in exercising any right, power or privilege under this agreement shall be treated as a waiver of it, nor shall any such failure, power or privilege preclude any exercise of any other right, power or privilege.
- 19.3 No breach of any provision of this agreement shall be waived or discharged by the parties.

A waiver of any term of this agreement shall be effective only if given in writing by the waiving party and then only if it is given.

No failure or delay in exercising any right, power or privilege under this agreement shall be treated as a waiver of it, nor shall any such failure, power or privilege preclude any exercise of any other right, power or privilege.

No breach of any provision of this agreement shall be waived or discharged by the parties.

20. Invalidity

- 20.1 If any provision of this agreement is held to be unenforceable in a court of law pursuant to any judgment of a court of law

or becomes invalid, illegal or unenforceable under the law of any jurisdiction, whether

- 20.1.1 the validity, of any other
- 20.1.2 the validity, jurisdiction of
- shall not be affected
- 20.2 If any provision of t or unenforceable fo from this agreemen of the remaining materially affects th their best endeavo substitute provision of the parties.
21. **Remedies**
- 21.1 The rights and rem and not exclusive of
- 21.2 Without prejudice t acknowledges for adequate remedy fo accordingly, either the remedies of i remedies for any agreement by the o
22. **Notices**
- 22.1 Any notice, demar connection with the and shall be deliver mail if posted to or f in the case of the C
- <<address>>
- Fax:
- Attention:
- in the case of the C
- <<address>>
- Fax:
- Attention:
- and shall be deeme
- 22.1.1 if personally party,
- 22.1.2 if sent by fir
- 22.1.3 if sent by air
- 22.1.4 if sent by fax
- provided that if, in
- by under the law of that jurisdiction
- ility under the law of any other ion,
- be void or declared illegal, invalid er, the provision shall be divisible be deleted from it and the validity e affected. If any such deletion agreement, the parties shall use d faith with a view to agreeing a reflecting the commercial intention
- is agreement are cumulative with provided by law.
- medies of the parties, each party that damages might not be an visions of this agreement and that, without proof of special damage to performance and other equitable breach of the provisions of this
- tion given or made under or in y this agreement shall be in writing fax or prepaid first class post (air United Kingdom):
- n or made as follows:
- y at the address of the relevant
- s days after the date of posting,
- er the date of posting, and
- bove provision, any such notice,

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demand or other communication made after 1700 hours on the next business day.

22.2 A party may notify the relevant addressee of this clause, provided that:

22.2.1 the date specified is the date on which the change is to take place;

22.2.2 if no date is specified, the date falling 5 business days after the date on which notice is given.

23. Entire Agreement

23.1 This agreement constitutes the entire understanding of the parties of all agreements, understandings or arrangements for any representation or warranty.

23.2 Unless otherwise stated, this agreement may be amended or varied by written agreement signed by both of the parties.

24. Announcements

Both parties agree not to disclose the fact of or details of this agreement. The text of any announcement or in the media concerning this agreement shall require the approval of each party.

25. Relationship of the Parties

Nothing in this agreement shall constitute an association, joint venture, partnership or any other co-operative entity.

26. Governing Law and Jurisdiction

26.1 This agreement (and any dispute or proceedings relating to this agreement or its performance) shall be governed by the laws of England.

26.2 The parties irrevocably and exclusively submit to the jurisdiction of the courts of England to hear and determine any disputes arising out of or in connection with this agreement and to enforce any judgement against them.

27. Exclusion of Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to it shall have any rights under it, nor shall it be enforceable under it.

otherwise be deemed to be given or made at the start of the business day.

agreement of a change to his name, for the purposes of the above clause, provided that:

22.2.1 the date specified is the date on which the change is to take place;

22.2.2 if no date is specified, the date falling 5 business days after the date on which notice is given.

with the entire agreement and constitutes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. No party is entitled to rely on any agreement, understanding or arrangement not set forth in this agreement, save as expressly provided in this agreement.

23.2 Unless otherwise stated, this agreement may be amended or varied by written agreement signed by both of the parties.

party, other than to their respective disclosure of the fact of or details of this agreement. The text of any announcement or in the media concerning this agreement shall require the approval of each party.

Nothing in this agreement shall constitute an association, joint venture, partnership or any other co-operative entity.

26.1 This agreement (and any dispute or proceedings relating to this agreement or its performance) shall be governed by the laws of England.

26.2 The parties irrevocably and exclusively submit to the jurisdiction of the courts of England to hear and determine any disputes arising out of or in connection with this agreement, and to enforce any judgement against them.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to it shall have any rights under it, nor shall it be enforceable under it.

IN WITNESS WHEREOF this Agreement is
before written

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Contractor Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Client Name>>

In the presence of
<<Name & Address of Witness>>

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executed the day and year first

Specification:

<<Insert Details>>

Milestone Dates:

<<Insert Details>>

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Contractor:

<<Insert Details>>

Client:

<<Insert Details>>

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The Payment

Total Price: £

Milestone Date: £

Terms of Payment: <<Insert Document

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Project Manager:

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<<Insert Details>>

The ... me

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