DATED

(1) <<Developer>>

(2) <<Client>>

FREELANCE WEB DEVELOPER'S AGREEMENT

THIS AGREEMENT is made the   day of

BETWEEN:

(1)   <<Name of Developer>> **[**a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at**] OR [**of**]** <<insert Address>> ("the Developer") and

(2)   <<Name of Client>> **[**a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at**] OR [**of**]** <<insert Address>> ("the Client")

WHEREAS:

(1)   At all material times the Developer is engaged in the business of providing website design and development services to business clients.

(2)   At all material times the Client is engaged in the business of <<insert description>> and wishes to acquire the services of the Developer.

(3)   The Developer hereby agrees to provide his services to the Client subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpretation**

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

"Business Day"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
"Client's Materials"	means the materials set out in Schedule 2 which the Client shall provide to the Developer for use in the development of the Website;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
["Fee"]	**[**means the consideration payable to the Developer for the Website as defined in Clause 5;**]**
["Initial Fee"]	**[**means the first sum payable to the Developer under Clause 5 prior to the payment of the Milestone Payments;**]**

"Intellectual Property Rights"	means ……… any patents, trade marks, service ……… signs, applications (and rights ……… se rights) trade, business and co……… domain names and e-mail addres……… marks and service marks, copyrig……… ow-how, rights in designs and inv………
	(b) rig……… sents, orders, statutes or otherw……… paragraph (a);
	(c) righ……… r effect or nature as or to those ……… (b) which now or in the future ………
	(d) the ……… ngements of any of the forego………
["Milestone Payment(s)"]	[mean……… he Developer for each of the pro……… sub-Clause 2.4;]
"Website"	means ……… ch is to be [developed] **OR [**w……… er as defined in Schedule 1.

1.2 Unless the context otherwis……… e in this Agreement to:

    1.2.1 "writing", and any ………udes a reference to any communication effe……… acsimile transmission or similar means;

    1.2.2 a statute or a provis……… ference to that statute or provision as amende……… evant time;

    1.2.3 "this Agreement" is ……… eement and each of the Schedules as amen………e relevant time;

    1.2.4 a Schedule is a sche………

    1.2.5 a Clause or paragra……… Clause of this Agreement (other than the Sch……… of the relevant Schedule; and

    1.2.6 a "Party" or the "Part……… this Agreement.

1.3 The headings used in this A……… ience only and shall have no effect upon the interpreta………

1.4 Words imparting the singula……… e plural and vice versa.

1.5 References to any gender s……… der.

2. **Engagement of the Developer**

2.1 The Client hereby engages ……… the Website.

2.2 The Client shall provide th……… e Developer by <<insert date>> ("the Delivery Date"………Client fails to deliver the Client's Materials on the ……… mpletion Date and the

milestone dates set out in [...] crement by one Business Day for each day that the de[...] erials is delayed.

2.3 The Developer shall com[...] y <<insert date>> ("the Completion Date").

2.4 Prior to the Completion Date[...] se reasonable endeavours to] comply with the following [...]

    2.4.1 Initial planning includ[...] a proposed site map shall be presented to the [...] d/or approval by <<insert date>>;

    2.4.2 Design ideas shall [...] lient for selection and/or approval by <<insert [...]

    2.4.3 Development reports [...] he Client on the following dates: <<insert date>[...] sert date>>;

    2.4.4 The Website shall b[...] nt for testing by <<insert date>>;

    2.4.5 <<insert additional m[...]

2.5 The Developer acknowledg[...] a legitimate commercial interest in the Website bein[...] pletion Date and that the Client should have an a[...] t is not so completed. Accordingly, in the event th[...] complete the Website by the Completion Date, [the [...]] OR [a sum of <<insert percentage>>% of the total [...] be deducted as liquidated damages from the total Fee[...] er for each Business Day that the Website is not com[...] on Date without prejudice to any right to claim any furt[...] ny further delay

2.6 The Developer shall be res[...] of the Website and shall ensure that all work is perfo[...] are and, without limitation, is wholly responsible for ens[...] ised by him to perform all or any part of the Website [...] ently and with reasonable care.

2.7 The Developer shall be res[...] tion of any unsatisfactory work at his own expense.

3. Nature of Engagement

3.1 The Developer shall at a[...] dent contractor and the Developer's activities and [...] or employees are at all times under the Developer's [...] control.

3.2 Subject to the provisions of [...] eloper shall at all times be responsible for organising [...] he Website work is done and shall liaise with the Cli[...] esentative) to ensure that due account is taken of the [...] f the Website work to be performed upon the activ[...] any other contractors, consultants and similar third [...] the Client.

3.3 The engagement under th[...] y non-exclusive and the Developer shall be entitled [...] substitute or to employ another worker with the req[...] ce to perform the Website work. The Developer shall [...] ch a substitute where the

provision of the Website wo[...]absence due to incapacity or for any other reason [...]e Client (or the Client's representative) that a delay [...]

3.4 Whenever possible and [...]per shall use his own equipment, materials and re[...]Work.

3.5 The engagement and app[...]er under this Agreement does not create any mutu[...]part of the Client or the Developer to offer or acc[...]ment and no continuing relationship shall hereby be [...]

4. **Self-Employment Status of the D[...]**

4.1 The Developer shall at all ti[...]contractor and shall have the status of a self-employe[...]responsible for all income tax and national insurance [...]taxes or contributions in respect of the consideration [...]ement.

4.2 The Developer hereby agre[...]t in respect of any claims that may be made by the re[...]st the Client in respect of income tax or national insura[...]ilar taxes or contributions, including interest and pena[...]osite work undertaken by the Developer under this Ag[...]

4.3 The Developer shall be resp[...]and value added tax.

4.4 Nothing in this Agreement [...]ate any partnership, joint venture or employment relat[...]rties.

5. **Fee**

5.1 **[**In consideration of the Web[...]pay to the Developer the **[**Initial**]** Fee of £<<insert sur[...]eveloper's quotation dated <<insert date>>**].]**

AND/OR

[In consideration of the W[...]shall make the following Milestone Payments to the [...]

5.1.1 The sum of £<<inser[...]e initial planning;

5.1.2 The sum of £<<inser[...]e design ideas;

5.1.3 The sum of £<<inser[...]ch development report;

5.1.4 The sum of £<<inser[...]e Website for testing;

5.1.5 The sum of £<<inser[...]f the Website;

5.1.6 <<insert additional m[...]

5.2 Payment of the **[**Initial**]** Fee [...]yment**]** shall be made only following completion of the [...]ebsite work and shall be made within <<insert perio[...]Client of the Developer's invoice for the same.

5.3 All payments made under t[...]xpressly exclusive of any value added tax chargeable [...]

5.4 No further payment shall be _____ for the Website over and above the entitlement set _____ nd, without limitation, no payment shall be made to t_____ of any expenses incurred by the Developer in complet_____

6. **Intellectual Property**

6.1 Upon receipt in full by the _____ due under Clause 5, the copyright and any and all o_____ y Rights subsisting in the Website shall be deemed to _____ t and the Developer shall be deemed to have waived _____ ect of the Website arising out of Chapter IV of the Cop_____ ts Act 1988.

6.2 Following the assignment _____ and all other Intellectual Property Rights under sub_____ shall be free to use the Website for any purposes i_____ to, the purpose for which the Website was originally c_____

7. **Warranties and Indemnity**

7.1 The Developer represents, _____ nd agrees with the Client as follows:

7.1.1 the Website (save f_____) shall be original to the Developer and sha_____ pyright, other Intellectual Property Rights, mor_____, rights of publicity, or any other rights whatsoe_____

7.1.2 copyright in the We_____ e full period of copyright protection be valid a_____ to the laws of the United Kingdom **[**and the _____ e Convention and/or the Universal Copyright _____

7.1.3 the Website shall no_____ jurisdiction**] OR [**<<insert jurisdiction e.g. Eng_____ obscene, blasphemous, offensive to religion, _____ rson and shall not contain any material which _____ n violation of the Data Protection Act 199_____ ormation Act 2000, the Regulation of Inve_____ 2000, the Privacy and Electronic Commun_____ Regulations 2003, the Official Secrets Act _____ ous domestic or foreign legislation and noth_____ /ebsite will, if published, constitute a contemp_____

7.1.4 the Developer sha_____ transfer, encumber or otherwise dispose of _____ r any other rights in or to the Website except _____ nt and shall not enter into any agreement or a_____ conflict with the Client's rights under this Ag_____ ere with the Developer's performance of his o_____ eement;

7.1.5 **[**subject to sub-Cla_____ r hereby undertakes to indemnify the Client _____ all times fully indemnified from and against a_____ claims, demands, costs (including without pr_____ of this provision the legal costs of the Client _____ client basis), awards, or

damages howsoever ar... ...rectly – as a result of any breach or non-perfor... ...of any of the Developer's undertakings, warran... ...r this Agreement.

7.2 **[**The total liability of the De... ...ement shall be limited to £<<insert sum>>.**]**

7.3 The Client represents, war... ...agrees with the Client as follows:

    7.3.1 the Client's Materia... ...the Client and shall not infringe any copyrigh... ...erty Rights, moral rights, rights of privacy, rig... ...ther rights whatsoever of any person;

    7.3.2 copyright in the Clie... ...oughout the full period of copyright protection... ...ursuant to the laws of the United Kingdom **[**an... ...Berne Convention and/or the Universal Copyrig...

    7.3.3 the Client's Materials... ...s of **[**any jurisdiction**] OR [**<<insert jurisdictio... ...Wales>>**]** be obscene, blasphemous, offens... ...natory of any person and shall not contain any... ...en obtained in violation of the Data Protection... ...of Information Act 2000, the Regulation of I... ...t 2000, the Privacy and Electronic Commun... ...Regulations 2003, the Official Secrets Act... ...ous domestic or foreign legislation and noth... ...Client's Materials will, if published, constitute...

    7.3.4 the Client shall not... ...r, encumber or otherwise dispose of any rights... ...r rights in or to the Client's Materials during the... ...t except pursuant to this Agreement and sha... ...reement or arrangement which might conflict... ...hts under this Agreement or might interfere wi... ...rmance of his obligations under this Agreemen...

    7.3.5 **[**subject to sub-Clau... ...y undertakes to indemnify the Developer and... ...all times fully indemnified from and against a... ...claims, demands, costs (including without pr... ...of this provision the legal costs of the Develop... ...n-client basis), awards, or damages howsoever... ...rectly – as a result of any breach or non-perf... ...of any of the Client's undertakings, warran... ...r this Agreement.

7.4 **[**The total liability of the C... ...ment shall be limited to £<<insert sum>>.**]**

8. Confidentiality

8.1 Both Parties undertake tha... ...by sub-Clause 8.2 or as authorised in writing by th... ...ll at all times during the continuance of this Agreeme... ...od>>**]** after its termination:

    8.1.1 keep confidential all...

8.1.2 not disclose any Con[fidential Information to] any other party;

8.1.3 not use any Confide[ntial Information for an]y purpose other than as contemplated by this [Agreement];

8.1.4 not make any copies [of, record in any way o]r part with possession of any Confidential Info[rmation]; and

8.1.5 ensure that (as app[licable) none of its direc]tors, officers, employees, agents or advisers d[oes any act which, if don]e by that Party, would be a breach of the provi[sions of sub-Clauses 8.1.1 to 8.1.4 above].

8.2 Subject to sub-Clause 8.[3, a Party may] disclose any Confidential Information to:

8.2.1 any of their sub-cont[ractors or su]ppliers;

8.2.2 any governmental or [other regula]tory body; or

8.2.3 any of their employe[es or officers] of any party described in sub-Clauses 8.2.1 or [8.2.2].

8.3 Disclosure under sub-Clau[se 8.2 is permitted] only to the extent that is necessary for the purposes [of this Agr]eement, or as required by law. In each case the discl[osing Party must inf]orm the recipient that the Confidential Information is [confidential and] the recipient is a body described in sub-Clause 8.2[.2, or is an e]mployee or officer of such a body, the disclosing Pa[rty must sub]mit to the other Party a written undertaking from th[e recipient to keep th]e Confidential Information confidential and to use it o[nly for the purposes fo]r which the disclosure is made.

8.4 Either Party may use any C[onfidential Information fo]r any purpose, or disclose it to any other party, where [that Inform]ation is or becomes public knowledge through no fault [of that Party].

8.5 When using or disclosing C[onfidential Information u]nder sub-Clause 8.4, the disclosing Party must ens[ure that it does not d]isclose any part of that Confidential Information whi[ch is not public knowledg]e.

8.6 The provisions of this Claus[e 8 shall continu]e in accordance with their terms, notwithstanding the te[rmination of this Agreem]ent for any reason.

9. **Termination**

9.1 Either Party may terminate [this Agreement at any] time without notice and without giving any reason fo[r doing so].

9.2 Without prejudice to the ge[nerality of sub-Clause 9].1, this Agreement shall terminate, notwithstanding [any other rights or r]emedies the Parties may have, in the following circum[stances if]:

9.2.1 either Party fails to [comply with the term]s and obligations of this Agreement and suc[h failure, if capable of] remedy, is not remedied within <<insert perio[d>> of notice of s]uch failure from the other Party; or

9.2.2 either Party goes in[to liquida]tion – either voluntary or compulsory – save [for the purposes] of bona fide corporate reconstruction or am[algamation, or a recei]ver is appointed over the whole or any part of [its assets]; or

9.3   The termination of this Ag[...]t prejudice to any rights which have already accrued [...] nder this Agreement.

10.   Nature of the Agreement

10.1   This Agreement is persona[...] either Party may assign, mortgage, or charge (other[...]arge) **[**or sub-license**]** any of its rights hereunder, or [...]vise delegate any of its obligations hereunder, exce[...]nt of the other Party, such consent not to be unreasona[...]

10.2   This Agreement contains [...] etween the Parties with respect to its subject matter [...]d except by an instrument in writing signed by the duly [...]es of the Parties.

10.3   Each Party acknowledges th[...]greement, it does not rely on any representation, wa[...]on except as expressly provided in this Agreemen[...]arranties or other terms implied by statute or comm[...]e fullest extent permitted by law.

10.4   No failure or delay by eithe[...]ny of its rights under this Agreement shall be deeme[...]t right, and no waiver by either Party of a breach of a[...]ement shall be deemed to be a waiver of any subseque[...]r any other provision.

11.   Severance

The Parties agree that, in the e[...] of the provisions of this Agreement is found to be unlawfu[...]nenforceable, that / those provisions shall be deemed sever[...] of this Agreement.   The remainder of this Agreement shall b[...]

12.   Notices

12.1   All notices under this Agree[...]nd be deemed duly given if signed by, or on behalf o[...]er of the Party giving the notice.

12.2   Notices shall be deemed to [...]

12.2.1 when delivered, if d[...]her messenger (including registered mail) durin[...]s of the recipient; or

12.2.2 when sent, if trans[...]e-mail and a successful transmission report [...]ted; or

12.2.3 on the fifth busines[...]g, if mailed by national ordinary mail, postag[...]

12.2.4 on the tenth busine[...]ng, if mailed by airmail, postage prepaid.

In each case notices shall [...]st recent address, e-mail address, or facsimile numbe[...]ty.

13. **Alternative Dispute Resolution**

13.1 Any dispute or difference   Parties relating to this
Agreement or its subject m   a single arbitrator to be
agreed upon by the Parties   nt, to be appointed by the
then President of the Law   to have all of the powers
conferred upon arbitrators b   d Wales.

13.2 The Parties hereby agree th   bitrator shall **[**not**]** be final
and binding on both Parties.

14. **Law and Jurisdiction**

14.1 This Agreement (including a   rs and obligations arising
therefrom or associated the   ed by, and construed in
accordance with, the laws of

14.2 Subject to the provisions of   controversy, proceedings
or claim between the Partie   ment (including any non-
contractual matters and obli   n or associated therewith)
shall fall within the jurisdictio   d and Wales.

IN WITNESS WHEREOF this Agreement ....ed the day and year first before written

SIGNED by

<<Name and Title of person signing for the
for and on behalf of <<Developer's Name>

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

SIGNED by

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

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

The Website

<<Insert full details of the Website to be cre[...]Developer>>

Client's Materials

<<Insert full details of the Client's Materials ... eveloper>>