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WEBSITE DESIGN, DEVELOPMENT & HOSTING AGREEMENT

**THIS AGREEMENT** is made the

**BETWEEN:**

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

**WHEREAS:**

- (1) The Developer carries on the business of design, development, hosting, and related services.
- (2) The Client wishes to engage the Developer to provide website design, development, hosting, and related services on the terms and conditions set out in 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 meanings hereby assigned to them:

**“Acceptance Retests”**

to be carried out in the event of a failure under Clause 6 and Schedule 2;

**“Acceptance Tests”**

to be carried out on the Website as set out in Clause 6 and Schedule 2;

**“Business Day”**

any day other than Saturday or Sunday) on which business premises are open for their full range of services at <<insert location>>;

**“Client Site Materials”**

any content provided by the Client to be incorporated into the Website;

**“Commencement Date”**

the date of Agreement>>;

**“Confidential Information”**

any information, whether or not confidential, disclosed by either Party, information which is confidential by the other Party pursuant to this Agreement (whether orally or in writing, in any medium, and whether or not the information is expressly stated to be confidential or

**“Data Protection  
Legislation”**

**“personal data”  
“data subject”  
“data controller”  
“data processor” and  
“personal data breach”**

**“Defect Report”**

**“Defect”**

**“Developer Site Material”**

**“Hosting Fees”**

**“Hosting Specification”**

**“Intellectual Property  
Rights”**

**“Non-Developer Defect”**

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the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (and by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;

the meaning defined in Article 4 of the

Defects compiled by the Developer in Clause 6.3;

the Website that causes it to fail Acceptance Tests;

Content provided or created by the Client and incorporated into the Website;

to be paid by the Client to the Hosting Services, as agreed by the Client in Schedule 5;

setting out the particulars of the Hosting Specification the Client requires the Developer to provide as Schedule 4;

rights to inventions, copyright and related rights (including moral rights), trade marks, domain names, rights in get-up and goodwill and the right to sue for passing off, rights in computer software, rights to use and protect the confidential information (including trade secrets) and all other intellectual property rights whether registered or unregistered, and rights to apply for renewals or extensions of, and rights in, such rights and all similar or related forms or protection which either exist now or in the future in any part of

the Website that causes it to fail Acceptance Tests that has been caused by the omission of the Client, or by any other person engaged with the Client for whom the Developer accepts responsibility;

**“Project Fees”**

**“Project Manager”**

**“Project Milestone”**

**“Project Specification”**

**“Retest Period”**

**“Server”**

**“Services”**

**“Testing Period”**

**“User Content”**

**“Website”**

1.2 Unless the context of

1.2.1 “writing”, and  
communicat  
similar mean

1.2.2 a statute or  
provision as  
include all su

1.2.3 “this Agree  
Schedules a

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1.2.5 a Clause or  
(other than  
and

1.2.6 a “Party” or t

1.3 The headings used  
no effect upon the i

1.4 Words imparting the

1.5 References to any g

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to be paid by the Client to the  
Developer’s Services, as agreed by  
in Schedule 3;

anager appointed by either Party  
1;

iple phases that the design and  
Website shall be divided into, as  
Specification;

setting out in detail the work which  
the Developer to perform, attached

thin which the Acceptance Retests  
as specified in sub-Clause 6.7;

operated and administered by the  
ed in Schedule 4;

design and development services  
the Developer to the Client pursuant

within which the Acceptance Tests  
as specified in sub-Clause 6.1;

content uploaded or otherwise  
osite by its users; and

e [at <<insert URL>>] to be  
d, and hosted by the Developer  
ement.

reference in this Agreement to:

tion, includes a reference to any  
onic or facsimile transmission or

e is a reference to that statute or  
d at the relevant time and shall  
de from time to time;

this Agreement and each of the  
nted at the relevant time;

ement;

ce to a Clause of this Agreement  
agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have  
ement.

clude the plural and vice versa.

other gender.

1.6 References to persons. [REDACTED] persons.

## 2. Scope of Services, Project Description, and Potential Site Materials

2.1 The Parties have agreed to comply with the Project Specification and Hosting Specification set out in Schedules 1 and 4 respectively.

2.2 The Developer shall complete the design, development, and testing of the Project in accordance with the Project Specification and in accordance with the Project Milestones set out therein.

2.3 The Developer shall maintain the Server in accordance with the Hosting Specifications.

2.4 Either Party may request amendments to the Project Specification and/or to the Hosting Agreement. Proposed amendments must be made in writing.

2.5 Within <<insert period>> days of receipt of a request or proposal under sub-Clause 2.1, the Provider shall notify the Client in writing of the terms upon which such request or proposal may be accommodated, including the effect on the Project of such request or proposal, the Hosting Fees, and/or the Hosting Specifics.

2.6 Within <<insert period>> days of receipt of the Developer's notice under sub-Clause 2.5, the Host shall notify the Developer in writing of its acceptance of the Project Fees, Project Specification, Hosting Specification, or shall request a meeting with the Developer to discuss the same further.

2.7 The Client Site Map shall be submitted to the Client for review and approval by the Client in accordance with the Project Specific Requirements. The Client shall complete and acceptance of the Website as determined by the Client as requested by the Developer as

2.8 The Developer shall post a promotional statement on the home page of the Website during the promotional period>>]: "<<insert statement e.g. "Designed and Developed by [Developer]>>".

### 3. Client's Responsibilities

3.1 The Client shall provide the Developer, upon its request, provide the Developer with any and all information, data, materials, and Client Site Materials that the Developer may need in order to perform its obligations under this Agreement.

3.2 The Client shall be responsible for the content, accuracy, and reliability of the Client Site Materials and for the protection of the Client Site Materials. The Client shall indemnify the Developer against all claims, damages, losses, and expenses arising as a result of any claim that the Client Site Materials contain information that is unlawful or otherwise offensive (including, but not limited to, information that is obscene, [pornographic], defamatory, abusive, violent, vulgar, or that breaches the Intellectual Property Rights of a third party).

3.3 The Client hereby [REDACTED] Developer's ability to perform its obligations under the [REDACTED] ent on the Client's full and timely cooperation and the [REDACTED] provide the same.

4. **Project Management and**

4.1 For the duration of the Website is deemed to be the responsibility of each Party shall] On the Website, each Party shall be responsible for the management of the Website. Each Party shall have the necessary knowledge and experience of all relevant matters and shall have the authority to commit the Party by whom they are appointed.

4.2 The Developer shall provide regular reports detailing the progress of the design and development of the Website [and the hosting of the Website]. In particular, the reports shall indicate any important matters requiring the Client's attention.

ment of the Website (that is, until the Website is deemed to be the responsibility of each Party under sub-Clause 6.9 or 6.10), the Client shall appoint a Project Manager who shall be responsible for the management of the Website on all matters under this Agreement. Each Party shall have the necessary knowledge and experience of all relevant matters and shall have the authority to commit the Party by whom they are appointed.

al>> reports detailing the progress of the design and development of the Website [and the hosting of the Website]. In particular, the reports shall indicate any important matters requiring the Client's attention.

5. **[Third-Party Software]**

5.1 The Third-Party Software shall be incorporated into the Website in accordance with the applicable software licence agreement[s].

5.2 The licence fee[s] payable for the Third-Party Software shall form a part of the Project Fees payable by the Client.

Schedule 6 shall be supplied and shall be consistent with the applicable software licence agreement[s].

Third-Party Software shall form a part of the Project Fees payable by the Client as set out in Schedule 3.]

6. **Development, Testing, and**

6.1 Upon completion of the development of the Website by the Developer in accordance with the Specification and Project Milestone, the Client shall have a <<insert relevant duration>> Business Days period during which it shall carry out the Acceptance Tests of the Website as set out in Schedule 2.

6.2 In the event that the Website does not pass the Acceptance Tests, the Client shall inform the Developer at the earliest opportunity of all Defects in writing.

6.3 Upon receipt by the Client of the information under sub-Clause 6.2, the Developer shall have a <<insert duration>> Business Days period during which it shall compile the Client's Defect Report into a Defect Report which the Developer shall provide to the Client by the end of that period.

6.4 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable period for the resolution of the Defects and to agree upon solutions for each solution.

6.5 In the event that a Defect has not been caused by an act or omission of the Client or a party associated with the Client for whom the Developer shall be responsible, such a Non-Developer Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only a Non-Developer Defect is identified, the Website shall be deemed to have passed the Acceptance Tests and the provisions of sub-Clause 6.9 shall apply.

6.6 Defects shall be remedied at no additional cost to the Client. The Client may require the Developer to remedy any Non-Developer Defects, however the Developer shall have the right to charge the Client in full for such remediation at the current rates for such work and to require full payment for such work.

development of the Website by the Developer in accordance with the Specification and Project Milestone, the Client shall have a <<insert relevant duration>> Business Days period during which it shall carry out the Acceptance Tests of the Website as set out in Schedule 2.

not passed, the Client shall inform the Developer at the earliest opportunity of all Defects in writing.

Client's information under sub-Clause 6.2, the Developer shall have a <<insert duration>> Business Days period during which it shall compile the Client's Defect Report into a Defect Report which the Developer shall provide to the Client by the end of that period.

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at no additional cost to the Client. The Client may require the Developer to remedy any Non-Developer Defects, however the Developer shall have the right to charge the Client in full for such remediation at the current rates for such work and to require full payment for such work.

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6.7 Where applicable, the Client shall have a right to require the Developer to carry out any necessary work to remedy any Defects identified during the Acceptance Tests, the Business Day Retest Period during which it shall carry out such work on the Website (or the affected parts thereof, as applicable) in accordance with Schedule 2.

6.8 In the event that the Defects are not passed, the Client shall have the following options without prejudice to the Client's other rights and remedies:

6.8.1 to require the Developer to complete the remaining Defects and to agree upon a suitable deadline for the completion of that remedial work and to undertake further Acceptance Retests. If the Website fails the Acceptance Retests, the Client may require the repetition of the steps in sub-Clause 6.8.2 or 6.8.3.

6.8.2 to accept the Website in its current state, subject to a reasonable reduction in the Project Fees payable to the Developer which shall be agreed upon in writing within <<insert period>> of the Acceptance Retests. If the reduction within the time limit, the Client shall accept the Website in accordance with sub-Clause 6.8.3.

6.8.3 to reject the Website and terminate this Agreement immediately, in which case the Client shall be entitled to a refund of all sums already paid to the Developer [immediately or within <<insert period>> Business Days].

6.9 The Website shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (except those accepted by the Client under sub-Clause 6.8.2) upon successful completion of the Acceptance Tests, and the Client shall return to the Developer without undue delay.

6.10 Notwithstanding the foregoing, if, prior to this Clause 6, the Client shall be deemed to have accepted the Website before the Acceptance Tests and (where applicable) Acceptance Retests have been passed if:

6.10.1 the Client used the Website as part of it in the course of business before the Acceptance Tests in accordance with the Acceptance Tests or Acceptance Retests set out in Schedule 2; or

6.10.2 the Acceptance Tests or Acceptance Retests are unreasonably delayed for <<insert period>> Business Days by the Client without the Developer's written agreement to such a delay or extension of the Retest Period.

6.11 Within <<insert period>> of acceptance of the completed Website, the Developer shall deliver the completed Website to the Client using <<insert method>> and make the Website available on its Server.

## 7. Fees and Payment

7.1 The Client shall pay the Developer the Project Fees and Hosting Fees,

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calculated in accordance with Clause 5 and 5 respectively, within <<insert period>> of receipt of the same.

7.2 Any and all sums payable by the Client shall be [exclusive] OR [inclusive] of VAT.

7.3 If the Client fails to pay the sum due to the Developer on or by the due date for payment, then, without prejudice to the Developer's other rights and remedies (including those set out under Clause 16), the Client shall pay interest on the sum due from the due date for payment until the date of payment of that over due sum or after judgment.

7.4 Interest under sub-clause 7.3 shall be due daily at the rate of <<insert percentage>>% per annum from time to time, and at <<insert percentage>>% per annum for any period when that base rate is below 0%.

and 5 respectively, within <<insert period>> of receipt of the same.

Agreement shall be [exclusive] OR [inclusive] of VAT.

to the Developer on or by the due date for payment, then, without prejudice to the Developer's other rights and remedies (including those set out under Clause 16), the Client shall pay interest on the sum due from the due date for payment until the date of payment of that over due sum or after judgment.

due daily at the rate of <<insert percentage>>% per annum from time to time, and at <<insert percentage>>% per annum for any period when that base rate is below 0%.

## 8. Website Hosting

8.1 The Developer shall make available to the Client any and all Client Site Materials provided to them for the purpose of the Website within <<insert period>> Business Days of receipt of the Client Site Materials on <<insert number>> occasion[s] per calendar month in accordance with the Agreement].

8.2 The Developer shall make available to the Client any and all Client Site Materials for the purposes of enabling the Client to update information on the Website] and/or [update the Client Site Materials].

8.3 The Developer shall make available to the Client any and all Client Site Materials. The Developer shall not be responsible for monitoring or controlling User Content and shall not be responsible for the content of such User Content.

8.4 Notwithstanding sub-clause 8.3, the Developer shall not be responsible for the content of any User Content on the Website (including Client Site Materials) is unlawful, obscene, defamatory, abusive, libelous, fraudulent, or otherwise in violation of applicable law, or incites violence, or is otherwise harmful to any party, it shall inform the Client of such content and shall remove the same immediately.

with any and all Client Site Materials provided to them for the purpose of the Website within <<insert period>> Business Days of receipt of the Client Site Materials on <<insert number>> occasion[s] per calendar month in accordance with the Agreement].

with access to the Server for the purpose of enabling the Client to update information on the Website] and/or [update the Client Site Materials].

Site with Client Site Materials. The Developer shall not be responsible for monitoring or controlling User Content and shall not be responsible for the content of such User Content.

Developer reasonably believes that any User Content on the Website (including Client Site Materials) is unlawful, obscene, defamatory, abusive, libelous, fraudulent, or otherwise in violation of applicable law, or incites violence, or is otherwise harmful to any party, it shall inform the Client of such content and shall remove the same immediately.

## 9. Intellectual Property

9.1 The Client warrants that it has the right to use all Client Site Materials supplied by them to the Developer for the purpose of the Website, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and shall retain all Intellectual Property Rights therein at all times.

9.2 The Developer warrants that it has the right to use all Developer Site Materials supplied by them to the Developer for the purpose of the Website, where applicable, all necessary permissions and rights have been obtained. The Developer (or the applicable licensors, as appropriate) shall retain ownership of all Developer Site Materials and shall retain all Intellectual Property Rights therein at all times.

9.3 The Developer shall assign to the Client all Intellectual Property Rights subsisting in the Website and all Client Site Materials. Upon receipt by the Client of the sum due, the Developer shall assign the ownership of the same to the Client, and the Parties shall execute all documents necessary to effectuate the assignment.

9.4 The Developer shall be responsible for all damages, losses, and

nt to use all Client Site Materials supplied by them to the Developer for the purpose of the Website, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and shall retain all Intellectual Property Rights therein at all times.

the right to use all Developer Site Materials supplied by them to the Developer for the purpose of the Website and that, where applicable, all necessary permissions and rights have been obtained.

all Intellectual Property Rights subsisting in the Website and all Client Site Materials. Upon receipt by the Client of the sum due, the Developer shall assign the ownership of the same to the Client, and the Parties shall execute all documents necessary to effectuate the assignment.

against all damages, losses, and

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expenses arising out of the infringement of the Website created

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.4.1 promptly notifies the Client of the claim or proceedings;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.4.2 makes no admission without the Developer's prior written consent;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.4.3 provides the Developer with all information and assistance that the Developer may reasonably require;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.4.4 gives the Developer all authority to defend or settle the claim or proceedings;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of the infringement of the Client Site Materials by any part of the Developer:

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.5.1 promptly notifies the Client of the claim or proceedings;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.5.2 makes no admission without the Client's prior written consent;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.5.3 provides the Client with all information and assistance that the Client may reasonably require;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.5.4 gives the Client all authority to defend or settle the claim or proceedings;

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.6 The indemnities set forth in this Agreement shall not apply to the extent that the claims or proceedings arise out of the indemnifying Party's non-compliance with applicable laws or regulations provided by the indemnified Party.

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.7 The Developer shall not be responsible for any damage to the Client Site Materials, any Developer Materials assigned to the Client, or any part of the Website [, or use of the Website for anything substantial of any kind for any time period.

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

## 10. Warranties

10.1 Each Party hereby warrants that it has the full power and authority to enter into, and perform, this Agreement.

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

10.2 The Developer shall design, develop, and maintain the Website with reasonable care and skill in accordance with generally established and recognised practices in the website design, development, and hosting industry.

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

10.3 The Developer warrants that the Website shall be free of errors, viruses, and material defects at the time of acceptance in accordance with the Project Specification for a period of 90 days from the date that acceptance takes place. In the event that the Website does not perform in accordance with the Project Specification, the Developer shall ensure that the Website is corrected without undue delay and at no additional cost to the Client.

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

10.4 The warranty provided in this Agreement shall not apply to the extent that any non-conformity or defect in the Website arises out of modifications or updates made by the Client.

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

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Developer on behalf of the Client  
accordance with the terms of the  
the Parties on <<insert date>>.]

- both comply with all applicable data Protection Legislation. This Clause obligations set out in the Data move or replace any of those

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termination of  
personal data

it is required to retain any of the

13.5.8 maintain con  
technical an  
demonstrate  
the Client an

ords of all processing activities and  
asures implemented necessary to  
ause 13 and to allow for audits by  
d by the Client.

13.6 [The Developer sha  
processing of perso

f its obligations with respect to the  
ement.]

OR

13.6 [The Developer sha  
processing of perso  
consent of the Clie  
processor, the Deve

f its obligations with respect to the  
reement without the prior written  
Developer appoints such a sub-

13.6.1 enter into a  
impose upon  
upon the De  
Developer a

n the sub-processor, which shall  
same obligations as are imposed  
3 and which shall permit both the  
those obligations; and

13.6.2 ensure that  
that agreem

lies fully with its obligations under  
on Legislation.]

13.7 [In the event that t  
the processing of p  
and the Developer  
omissions of the su

acts its obligations with respect to  
Clause 13.6, as between the Client  
remain fully liable for all acts and

13.8 Either Party may, a  
this Clause 13, rep  
similar terms that fo  
shall apply and repl

ast <<insert period>> notice, alter  
cable data processing clauses or  
certification scheme. Such terms  
achment to this Agreement.]

#### 14. [Network and Information

14.1 The Developer has  
information systems  
that the information  
that it shall inform th

asures to protect its network and  
). The Developer hereby warrants  
0 is accurate and up-to-date and  
any changes made thereto.

14.2 The Developer sha  
aware of any secu  
that has the potenti  
undue delay to any  
any such incident,  
by the Client or the  
any reporting oblig  
Information System  
statutory or regulato

mediately in the event that it becomes  
network and information systems  
e Developer shall respond without  
sts from the Client with respect to  
that incident has been discovered  
mes keeping in mind the extent of  
e Client under the Network and  
("NIS Regulations") and any other  
the Client is required to comply.

14.3 The Developer sha  
ensure business co

s] OR [reasonable endeavours] to  
ll times.

14.4 The Developer sha  
compliance with the  
include, but not be  
incidents (suspecte

fully with the Client with respect to  
co-operation and compliance shall  
nformation in the event of security  
ns by regulatory authorities.]

## 15. Confidentiality

- 15.1 Each Party undertakes not to disclose or use any Confidential Information provided by sub-Clause 15.2 or as authorised in writing by the other Party, shall, at all times during the term of this Agreement and for a period of [insert period > years] after its termination or expiry:
- 15.1.1 keep confidential the Confidential Information;
  - 15.1.2 not disclose the Confidential Information to any other party;
  - 15.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
  - 15.1.4 not make any Confidential Information available in any way, or part with possession of any Confidential Information;
  - 15.1.5 ensure that any disclosure by its officers, employees, agents, sub-contractors or subcontractors would not be a breach of the Confidentiality provisions of Clauses 15.1.1 to 15.1.4 above.
- 15.2 Either Party may:
- 15.2.1 disclose any Confidential Information to:
    - a) any sub-contractor of the Party;
    - b) any government body or regulatory body; or
    - c) any employee or agent of the Party or of any of the aforementioned persons, parties or bodies, provided that to such extent as is necessary for the purposes contemplated by this Agreement, the Confidential Information is limited to, the design, development, and hosting of the Software, and is required by law. In each case that the Party shall first obtain the prior written consent of the Confidential Information party or body in question that the Confidential Information is confidential and (except where the Confidential Information is required under sub-Clause 15.2.1(b) or any other applicable law) obtain and submit to the other Party a written acknowledgment of the Confidential Information taking from the party in question. Such undertakings shall be as practicable in the terms of this Clause and shall ensure that the Confidential Information is confidential and to use it only for the purposes contemplated by this Agreement.
  - 15.2.2 use any Confidential Information for any other purpose, or disclose it to any other party, provided that it is at the date of this Agreement, or at the date it becomes, public knowledge through no fault of the Party making such use or disclosure, that the Confidential Information which is disclosed or used is not public knowledge.
- 15.3 The provisions of this Clause shall continue in force in accordance with their terms [indefinitely] for a period of <<insert period>> after the termination or expiry of this Agreement for a period of <<insert period>> notwithstanding the termination of this Agreement.

## 16. Term and Termination

- 16.1 This Agreement shall commence on the Commencement Date and, subject to the provisions of Clause 16.2, shall terminate on the <<insert period>>

- anniversary of the further term of <<insert period>> unless renewed by the Client for a further term of <<insert period>>.
- 16.2 Without prejudice to the remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party.
- 16.2.1 any sum owed by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after becoming due; or
- 16.2.2 the other Party in material breach of any of the provisions of this Agreement, the breach is capable of remedy, and the breach has not been remedied within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied; or
- 16.2.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party; or
- 16.2.4 the other Party enters into an arrangement with its creditors or, in the case of a company, to an administration order (within the meaning of Section 86); or
- 16.2.5 the other Party is an individual, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction); or
- 16.2.6 anything is done in breach of the foregoing under the law of any jurisdiction; or
- 16.2.7 that other Party ceases, to cease, to carry on business; or
- 16.2.8 control of the other Party is exercised by any person or connected persons not named in this Agreement. For the purposes of this Clause 16, "control" and "connected persons" have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.
- 16.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations or claims which have already accrued to either Party under this Agreement.
- 16.4 On the termination or expiry of this Agreement:
- 16.4.1 all licences granted to the Developer by the Client under this Agreement shall terminate; and
- 16.4.2 the Developer shall deliver to the Client all Site Materials and any and all copies of the Website and shall transfer in its possession to the Client all the Website;
- 16.4.3 the Developer shall provide such assistance as is reasonably required by the Client to enable the Client to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by the Client in connection with such assistance;
- 16.4.4 any provisions of this Agreement that either expressly or impliedly survive the termination or expiry of this Agreement shall remain in full force and effect.

17. **Force Majeure**

17.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of the Party.

17.2 In the event that a Party cannot perform its obligations hereunder due to Force Majeure, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of <<insert period>>] during which their performance has been delayed].

17.3 In the event that a Party cannot perform its obligations hereunder due to Force Majeure for a continuous period of <<insert period>>, the Party may at its discretion terminate this Agreement by written notice at the end of that period.

18. **Audit**

18.1 The Client shall have the right to audit the Developer's compliance with this Agreement (including the Developer's compliance with the data processing provisions of Clause 3) on giving <<insert period>> Business Days' written notice to the Developer. Audits under this Clause 18 may, at the Client's discretion, be conducted on paper documents or it may include an onsite audit of the Developer.

18.2 The Client shall inform the Developer of the identity of any auditors appointed by it under this Clause. Auditors that external third-party auditors are appointed, shall be subject to suitable obligations of confidentiality and shall be subject to suitable obligations of confidentiality.

19. **No Waiver**

No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or a breach of the same or any subsequent breach.

20. **Further Assurance**

Each Party shall execute such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

21. **Costs**

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

22. **Assignment and Sub-Contracting**

22.1 [Subject to sub-Clause 22.2] [This Agreement] **OR** [This Agreement] is personal to the Party and the Party may assign, mortgage, charge, sub-contract, or otherwise delegate any of its rights hereunder, or otherwise delegate any of its

- obligations hereunder shall be deemed to be undertaken by the Party with the consent of the other Party, such consent not to be unreasonably withheld.
- 22.2 [Subject to sub-Clause 22.1, the Party shall be entitled to perform any of the obligations under this Agreement through suitably qualified contractors. Any act or omission of such other member of its group or contractors shall, for the purposes of this Agreement, be deemed to be an act or omission of the Developer.]
23. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in this Agreement.
24. **Third Party Rights**
- 24.1 Unless expressly stated otherwise, nothing in this Agreement is intended to confer rights on any third party (Third Parties) Act 1999.
- 24.2 Subject to this Clause, the obligations of the Parties shall continue and be binding on the transferee, successors, and assigns of the Party as required.
25. **Notices**
- 25.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.
- 25.2 Notices shall be deemed to have been given:
- 25.2.1 when delivered by hand to the recipient or other messenger (including during off hours of the recipient; or
- 25.2.2 when sent, by post, fax, e-mail or e-mail and a successful transmission is generated; or
- 25.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail;
- 25.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.
- In each case notice shall be given to the most recent address, e-mail address, or facsimile address of the Party.
26. **Entire Agreement**
- 26.1 [Subject to Clause 26.2, this Agreement contains the entire agreement between the Parties in relation to its subject matter and may not be modified except by a written agreement signed by the duly authorised representatives of the Parties.]
- 26.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or omitted) other than those expressly provided in this Agreement.



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27. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. When so executed and delivered, each counterpart shall be an original, but all counterparts together shall constitute one and the same instrument.

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28. **Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

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29. **Law and Jurisdiction**

29.1 This Agreement (including any dispute, controversy or claim therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

29.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim therefrom or associated therewith) shall be referred to and determined within the jurisdiction of the courts of England and Wales.

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

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\_\_\_\_\_  
Authorised Signature

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

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

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\_\_\_\_\_  
Authorised Signature

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

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**Project Specification**

<<Insert Project Specification>>

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### **Acceptance Tests**

<<Insert details of Acceptance Tests<<

### **Acceptance Retests**

<<Insert details of Acceptance Retests<<

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**Project Fees**

<<Insert details of Project Fees>>

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## Hosting Specification

<<Insert Hosting Specification>>

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## Hosting Fees

<<Insert details of Hosting Fees>>

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### Third-Party Software

<<Insert details of Third-Party Software>>

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**Developer's Data Protection <i><<Name>></i>**  
<<Attach Notice or Policy>>]

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**Client's Data Protection** <<insert your company's privacy policy here>>  
<<Attach Notice or Policy>>]

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## 1. Data Processing

### Scope

<<Insert description of the scope of processing to be carried out>>.

### Nature

<<Insert description of the nature of processing to be carried out>>.

### Purpose

<<Insert description of the purpose of processing to be carried out>>.

### Duration

<<Insert details of the duration of processing>>.

## 2. Types of Personal Data

<<List the types of personal data to be processed>>.

## 3. Categories of Data Subject

<<List the categories of data subject>>.

## 4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 13.5.2>>.

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## Developer's Network and Information Security

### 1. System and Facility Security

<<Insert details of the Developer's policies governing information security, risk analysis, HR, operational security management, and (if applicable) employee training. Include details of any policies that the Developer has in place to protect the security of its network and information systems, such as system failure, human error, malicious damage, or natural events. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the measures the Developer has in place to ensure the accessibility and availability of its services.>>

<<Insert details of the measures the Developer has in place to ensure the accessibility and availability of its services.>>

<<Insert details of any measures the Developer has in place to restrict access to network and information systems, such as administrative network access.>>

### 2. Incident Handling Measures

<<Insert details of the Developer's processes and procedures for ensuring the timely and adequate detection and awareness of incidents. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's processes and procedures for reporting incidents and for finding vulnerabilities and weaknesses in its systems.>>

<<Insert details of the Developer's processes and procedures for determining the severity of incidents, analyzing those incidents, and documenting the results. Include details of how such measures are routinely tested and assessed.>>

### 3. Business Continuity

<<Insert details of the measures the Developer has in place to ensure business continuity for the websites it hosts. Also provide details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's measures. Also provide details of how such measures are routinely tested and assessed.>>

### 4. Monitoring, Auditing, and Testing

<<Insert details of the Developer's monitoring, measurement, and assessment of its network and information systems. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's guidelines, the means by which such measures are routinely tested and assessed, and the measures in place for ensuring that all applicable records are maintained.>>

<<Insert details of the relevant p  
flaws in the security measures ap  
data and maintain functionality.>>

## 5. International Standards

<<Insert details of any applicable i  
of compliance with those standard

used by the Developer to identify  
information systems that protect

nd, where relevant, provide details

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