

SAMPLE

WEBSITE DESIGN AND DEVELOPMENT 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 <<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 <<insert Address>> ("the Client")]

WHEREAS:

- (1) The Developer carries on the business of website design and development and related services.
- (2) The Client wishes to enter into an agreement with the Developer to provide website design and development 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 defect identified in Clause 5 and Schedule 2;

"Acceptance Tests"

to be carried out on the Website [and any related content] as set out in Clause 5 and Schedule 2;

"Business Day"

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

"Client Site Materials"

any content provided by the Client to be incorporated into the Website [and any related content];

"Commencement Date"

the date of the Agreement>>;

"Confidential Information"

information disclosed by either Party, information which is confidential by its nature or by the other Party pursuant to a duty of confidentiality under this Agreement (whether orally or in writing, in any form or 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”

“Intellectual Property Rights”

“Non-Developer Defect”

“Project Fees”

“Project Manager”

S

A

M

P

L

E

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, 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 5.3;

the Website [or the Toolkit] that are part of the Acceptance Tests;

content provided or created by the Client for incorporation into the Website and/or the

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 whether registered or unregistered, applications 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 [or the Toolkit] that are part of the Acceptance Tests that result from an act or omission of the Client, for which the Client has no responsibility;

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

the Project Manager appointed by either Party in Clause 1;

“Project Milestone”

“Project Specification”

“Retest Period”

“Services”

“Testing Period”

“Toolkit”

“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

1.2.4 a Schedule i

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

1.6 References to perso

2. **Project Specification and**

2.1 The Parties have p

ple phases that the design and
Website and the Toolkit shall be
ut in the Project Specification;

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

thin which the Acceptance Retests
as specified in sub-Clause 5.7;

and development services to be
veloper to the Client pursuant to

ithin which the Acceptance Tests
as specified in sub-Clause 5.1;

delines, rules, templates, pages,
umentation required by the Client
ng use and maintenance of the
be developed and supplied by the
to this Agreement; and

at <<insert URL>>] to be designed
the Developer pursuant to this

reference in this Agreement to:

ion, includes a reference to any
hnic 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.

tions.

n the Project Specification for the

S

A

M

P

L

E

Website and the Toolkit in accordance with Clause 1.

2.2 The Developer shall develop, design, develop, and deliver the Website and the Toolkit in accordance with the Project Specification and in accordance with the Project Milestones.

2.3 The Client may request amendments to the Project Specification. Any proposed amendments shall be in writing.

2.4 Within <<insert period>> of receipt of a request or proposal under sub-Clause 2.3, the Developer shall notify the Client in writing of the amendments to be accommodated, including the Project Specification.

2.5 Within <<insert period>> of receipt of the Developer's notice under sub-Clause 2.4, the Client shall notify the Developer in writing of its acceptance of the amendments to the Project Fees and Project Specification or shall discuss the amendments with the Developer to discuss the same further.

2.6 The Client Site Materials shall be provided by the Client in accordance with the Project Specification. The Client shall be fully responsible for the Client Site Materials and shall indemnify the Developer for any and all damages, losses, and expenses arising as a result of the Client Site Materials or proceedings on the grounds that the Client Site Materials are unlawful or otherwise material that is unlawful or otherwise material that is obscene, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).

3. Project Management and Reporting

3.1 Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party under this Agreement. Each Project Manager shall have the authority and experience of all relevant matters, and the authority by whom they are appointed.

3.2 The Developer shall submit regular progress reports detailing the progress of the design and development of the Website and the Toolkit. In particular, such reports shall include details of matters requiring the Client's attention.

4. [Third-Party Software]

4.1 The Third-Party Software shall be supplied and incorporated into the Toolkit in accordance with the Project Specification.

4.2 The licence fee[s] payable for the Third-Party Software shall form a part of the Project Fees payable by the Client as set out in Schedule 3.]

5. Development, Testing, and Delivery

5.1 Upon completion of the development of the Website and the Toolkit by the Developer in accordance with the Project Specification and Project Milestone <<insert Project Milestone>>, the Client shall have

S

a <<insert duration>> Period during which it shall carry out the Acceptance Tests [and the Toolkit] as specified in Schedule 2.

5.2 In the event that the Acceptance Tests are not passed, the Client shall inform the Developer at the end of the Retest Period of all Defects in writing.

5.3 Upon receipt by the Client of the Defect Report, the Developer shall, within <insert duration>> Business Days, compile the Defect Report into a Defect Report which the Developer shall provide to the Client by the end of that period.

5.4 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable Retest Period and to agree upon solutions for each solution.

5.5 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 is working, such a Non-Developer Defect shall not be considered a Defect of the Acceptance Tests. If only the Website [and/or the Toolkit] shall be deemed to have passed the Acceptance Tests and the provisions of sub-Clause 5.9 shall apply.

5.6 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 its then-current rates for such work and to require full payment for such work.

5.7 Where applicable, the Developer shall carry out any necessary work to remedy the Defects during the Acceptance Tests, the Client shall have a Business Day Retest Period during which it shall carry out the Acceptance Tests on the Website [and/or the Toolkit] (or the affected parts thereof) as specified in Schedule 2.

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

5.8.1 to require the Developer to remedy the remaining Defects and to agree upon a suitable Retest Period for the completion of that Remedial Work. If the Website [and/or the Toolkit] fails the Acceptance Retests again, the Client may require the Developer to remedy the Defects in this sub-Clause 5.8.1 or it may proceed under sub-Clause 5.8.3; or

5.8.2 to accept the Website and the Toolkit in their then-current state, subject to a reasonable reduction in Fees payable to the Developer between the Parties in writing within <insert period>> Business Days of the completion of the Acceptance Tests. If the Client does not agree upon such a reduction within the time limit, the Client shall be deemed to reject the Website and the Toolkit in accordance with sub-Clause 5.8.3; or

5.8.3 to reject the Website and the Toolkit in their entirety for failure to comply with the Agreement and this Agreement. This shall be without prejudice to the Developer's already paid by the Client to the

A

M

P

L

E

- Developer u
period>> Bu
- 5.9 The Website and the Acceptance Tests passed and no Defects accepted [insert period>> of] completion of the [insert period>> of] means of a Final Acceptance Test. The Developer without u
- 5.10 [Immediately upon completion of the Website] [insert period>> of] acceptance of the [insert period>> of] Clause 5.9, the Developer shall deliver the complete Toolkit to the Client using <<insert method>>.
6. **Fees and Payment**
- 6.1 The Client shall pay the Project Fees, calculated in accordance with Schedule 1, within <<insert period>> of receipt of the Developer's invoice.
- 6.2 Any and all sums payable by the Client shall be [exclusive] OR [inclusive] of VAT.
- 6.3 If the Client fails to pay the Project Fees by the due date for payment, then the Client shall be liable to the Developer on or by the due date for payment, together with the Developer's other rights and remedies (including those set out in Clause 13), the Client shall pay interest on the Project Fees from the due date for payment until the payment of that over due sum or after judgment.
- 6.4 Interest under sub Clause 6.3 shall be due daily at the rate of <<insert percentage>>% per annum, calculated on the basis of England's base rate from time to time, and at <<insert percentage>>% per annum for any period when that base rate is below 0%.
7. **Intellectual Property**
- 7.1 The Client warrants that they have the right to use all Client Site Materials supplied by them to the Developer, and that they have obtained all necessary permissions and rights from the relevant licensors, as appropriate, to enable the Developer to use all Client Site Materials and to use all Developer Site Materials and the Toolkit and that, where applicable, all necessary permissions and rights have been obtained.
- 7.2 The Developer warrants that they have the right to use all Developer Site Materials supplied by them to the Client, and that they have obtained all necessary permissions and rights from the relevant licensors, as appropriate, to enable the Developer to use all Developer Site Materials and the Toolkit and that, where applicable, all necessary permissions and rights have been obtained.
- 7.3 The Developer shall assign to the Client all Intellectual Property Rights subsisting in the Website and the Toolkit and that, where applicable, all necessary permissions and rights have been obtained.
- 7.4 The Developer shall assign to the Client all Intellectual Property Rights subsisting in the Website and the Toolkit and that, where applicable, all necessary permissions and rights have been obtained.

S

A

M

P

L

E

the Website or the
the Client:

7.4.1 promptly not

7.4.2 makes no a
written cons

7.4.3 provides the
Developer m

7.4.4 gives the D
proceedings

7.5 The Client shall in
expenses arising ou
the infringement of
the Client Site Mate

7.5.1 promptly not

7.5.2 makes no a
consent;

7.5.3 provides the
may reasona

7.5.4 gives the C
proceedings

7.6 The indemnities se
claims or proceed
compliance with a
Party.

7.7 The Developer sh
Materials assigned
Website or the Tool
Website [and/or the
any website or othe

ed by the Developer provided that

ting of the claim or proceedings;

nts without the Developer's prior

ormation and assistance that the
nd

to defend or settle the claim or

against all damages, losses, and
edings brought by a third party for
ual Property Rights by any part of
Developer:

of the claim or proceedings;

s without the Client's prior written

on and assistance that the Client

defend or settle the claim or

all not apply to the extent that the
out of the indemnifying Party's
ials provided by the indemnified

t Site Materials, any Developer
Agreement, [or] any part of the
e the overall look and feel of the
stantially similar] in the creation of
any third party.

8. Warranties

8.1 Each Party hereby
to enter into, and pe

8.2 The Developer sh
reasonable care a
recognised practice
development indust

8.3 The Developer wa
errors, viruses, and
the Project Specific
acceptance takes p
and/or the Toolkit
Specification, the D
complies with the
additional cost to th

8.4 The warranty provid
non-conformity with

it has the full power and authority
er, this Agreement.

ons under this Agreement with
with generally established and
ailing in the website design and

and the Toolkit shall be free of
t it will perform in accordance with
insert period>> from the date that
5.9. In the event that the Website
n accordance with the Project
at the Website and/or the Toolkit
without undue delay and at no

all not apply to the extent that any
n arises out of modifications made

to the Website or to any third-party without the direct involvement of the Client.

ent or any third-party without the

9. Liability

9.1 Neither Party shall be liable for any loss of profit, anticipated profits, revenues, and/or business opportunity, or for any indirect or consequential damage.

for any loss of profit, anticipated profits, revenues, and/or business opportunity, or for any indirect or consequential damage.

9.2 Nothing in this Agreement shall limit the Party's liability under sub-Clause 9.4 [or Clause 11] and the cap on each Party's liability shall be the sum in Clause 9.3.

Party's liability under sub-Clause 9.4 [or Clause 11] and the cap on each Party's liability shall count towards the sum in Clause 9.3.

9.3 Subject to sub-Clause 9.2, the liability of each Party to the other in respect of any claims based on negligence, or other breach of contract, tort (including negligence), or other breach of contract, shall be limited to the sum of <<insert sum>> per calendar year arising out of or in connection with the contract.

al liability to the other in respect of any claims based on negligence, or other breach of contract, tort (including negligence), or other breach of contract, shall be limited to the sum of <<insert sum>> per calendar year arising out of or in connection with the contract.

9.4 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by negligence; fraud; any breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1979 or by Section 2 of the Goods and Services Act 1982; the deliberate or wilful misconduct of that Party or its directors, agents, or sub-contractors; or for any other form of liability not excluded by law.

ude either Party's liability for death or personal injury caused by negligence; fraud; any breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1979 or by Section 2 of the Goods and Services Act 1982; the deliberate or wilful misconduct of that Party or its directors, agents, or sub-contractors; or for any other form of liability not excluded by law.

10. Data Protection

10.1 All personal data that the Parties collect, process, store, or use in connection with this Agreement shall be collected, processed, stored, and used in accordance with the provisions of the Data Protection Legislation. This Clause shall relieve either Party of any obligation to comply with the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

in connection with this Agreement shall be collected, processed, stored, and used in accordance with the provisions of the Data Protection Legislation. This Clause shall relieve either Party of any obligation to comply with the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

10.2 Complete details of the processing, storage, and retention of personal data including the purposes for which personal data is used, the Parties' obligations to protect such personal data, details of the Parties' policies on sharing (where applicable) are available in the Parties' privacy notices or policies [available from <<insert name of notices or policies>> attached in Schedules 5 and 6].

processing, storage, and retention of personal data including the purposes for which personal data is used, the Parties' obligations to protect such personal data, details of the Parties' policies on sharing (where applicable) are available in the Parties' privacy notices or policies [available from <<insert name of notices or policies>> attached in Schedules 5 and 6].

11. [Data Processing]

11.1 [All personal data that the Parties collect, process, store, or use in connection with this Agreement shall be collected, processed, stored, and used in accordance with the terms of the Data Processing Agreement.]

Developer on behalf of the Client shall be collected, processed, stored, and used in accordance with the terms of the Data Processing Agreement [or the Parties on <<insert date>>].]

OR

11.1 [The Parties hereby agree to comply with all applicable data protection requirements. This Clause shall not relieve the Parties of their obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

both comply with all applicable data protection requirements. This Clause shall not relieve the Parties of their obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

11.2 For the purposes of the Data Protection Legislation and for this Clause 11, the Client is the data controller and the Developer is the data processor.

islation and for this Clause 11, the Client is the data controller and the Developer is the data processor.

11.3 The type(s) of personal data that the Parties collect, process, store, or use in connection with this Agreement shall be <<insert type(s) of data>> [OR [categories] of data subject, <<insert categories>>].]

] OR [categories] of data subject, <<insert categories>>].]

S

A

M

P

L

E

the scope, nature and purpose of the processing are set out in the Data Protection Policy.

11.4 The Client shall ensure that all necessary consents and notices are obtained from the Client to enable the Developer to process personal data to the Developer for the purposes described in the Data Protection Policy.

11.5 The Developer shall ensure that all personal data processed by it in relation to its performance of the Services is processed in accordance with the provisions under this Agreement:

11.5.1 process the personal data in accordance with the written instructions of the Client, unless the Developer is required to process such personal data by law; and promptly notify the Client of such processing unless so by law;

11.5.2 ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unauthorised access, use, disclosure, copying, alteration, loss, destruction, or any other form of harm resulting from the processing of the art in force; and (b) of implementing those measures. Measures to be implemented in accordance with Schedule 7;

11.5.3 ensure that all employees with access to the personal data (whether or not they are otherwise) are contractually bound to keep the personal data confidential;

11.5.4 not transfer personal data outside of the UK without the prior written consent of the Client, only if the following conditions are satisfied:

- a) the Client and the Developer have provided suitable safeguards for the transfer of personal data;
- b) the Client and the Developer have agreed to provide the affected data subject with suitable safeguards and effective legal remedies;
- c) the Developer shall ensure that the level of protection under the Data Protection Legislation, is at least equivalent to the level of protection to any and all personal data processed by the Developer;
- d) the Developer shall ensure that the reasonable instructions given in writing to the Developer in relation to the processing of the personal data are followed.

11.5.5 assist the Client in responding to any and all requests from the Client for access to, or correction of, personal data, ensuring its compliance with the Data Protection Legislation in respect to security, breach notifications, and consultations with supervisory authorities or the Information Commissioner's Office.

11.5.6 notify the Client of any personal data breach of which the Developer becomes aware of a personal data breach.

11.5.7 on the termination of the Services, return all personal data to the Client, delete (or otherwise dispose of) or destroy all copies thereof to the Client on request, unless it is required to retain any of the personal data for legal or regulatory purposes.

11.5.8 maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with the Data Protection Legislation.

processing, and the duration of the processing.

All necessary consents and notices are obtained from the Client to enable the Developer to process personal data to the Developer for the purposes described in the Data Protection Policy.

personal data processed by it in relation to its performance of the Services is processed in accordance with the provisions under this Agreement:

the written instructions of the Client, unless the Developer is required to process such personal data by law; and promptly notify the Client of such processing unless so by law;

appropriate technical and organisational measures (a) are in place to protect the personal data from unauthorised access, use, disclosure, copying, alteration, loss, destruction, or any other form of harm resulting from the processing of the art in force; and (b) of implementing those measures. Measures to be implemented in accordance with Schedule 7;

employees with access to the personal data (whether or not they are otherwise) are contractually bound to keep the personal data confidential;

outside of the UK without the prior written consent of the Client, only if the following conditions are satisfied:

the Client and the Developer have provided suitable safeguards

reasonable rights and effective legal remedies;

the Developer shall ensure that the level of protection under the Data Protection Legislation, is at least equivalent to the level of protection to any and all personal data processed by the Developer;

reasonable instructions given in writing to the Developer in relation to the processing of the personal data are followed.

st, in responding to any and all requests from the Client for access to, or correction of, personal data, ensuring its compliance with the Data Protection Legislation in respect to security, breach notifications, and consultations with supervisory authorities or the Information Commissioner's Office.

on becoming aware of a personal data breach.

delete (or otherwise dispose of) or destroy all copies thereof to the Client on request, unless it is required to retain any of the personal data for legal or regulatory purposes.

ards of all processing activities and measures implemented necessary to ensure compliance with the Data Protection Legislation.

- demonstrate to the Client and to allow for audits by the Client.
- 11.6 [The Developer shall ensure compliance with its obligations with respect to the processing of personal data in accordance with the Agreement.]
- OR**
- 11.6 [The Developer shall ensure compliance with its obligations with respect to the processing of personal data in accordance with the Agreement without the prior written consent of the Client. The Developer appoints such a sub-processor, which shall impose upon the Developer the same obligations as are imposed upon the sub-processor, which shall permit both the Developer and the sub-processor to remain fully liable for all acts and omissions of the sub-processor in compliance with its obligations under the relevant Data Protection Legislation.]
- 11.6.1 enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Developer and which shall permit both the Developer and the sub-processor to remain fully liable for all acts and omissions of the sub-processor in compliance with its obligations under the relevant Data Protection Legislation.]
- 11.6.2 ensure that the sub-processor complies fully with its obligations under the relevant Data Protection Legislation.]
- 11.7 [In the event that the Developer is not in compliance with the obligations set out in Clause 11.6, as between the Client and the Developer, the Client shall remain fully liable for all acts and omissions of the sub-processor.]
- 11.8 Either Party may, at any time, upon written notice, alter the terms of this Clause 11, replaceable data processing clauses or the certification scheme. Such terms shall apply and replace the terms set out in the attachment to this Agreement.]]
- 12. Confidentiality**
- 12.1 Each Party undertakes to keep confidential and not disclose any information authorised in writing by the other Party during the term of this Agreement and for a period of [insert period] years] after its termination or expiry:
- 12.1.1 keep confidential any information received from the other Party;
- 12.1.2 not disclose any information received from the other Party to any other party;
- 12.1.3 not use any information received from the other Party for any purpose other than as contemplated in the Agreement;
- 12.1.4 not make any information received from the other Party available in any way, or part with possession of any information received from the other Party;
- 12.1.5 ensure that any information received from the other Party by its officers, employees, agents, sub-contractors, or any other persons, which, if done by that Party, would be a breach of the confidentiality obligations set out in Clauses 12.1.1 to 12.1.4 above.
- 12.2 Either Party may:
- 12.2.1 disclose any information received from the other Party to:
- a) any sub-contractor of the other Party;
- b) any governmental authority or regulatory body; or
- c) any employee, agent, or any of the aforementioned persons, provided that the disclosure is necessary for the purposes contemplated by the Agreement.

S

A

M

P

L

E

13.2.7 that other Party shall be without prejudice to any rights, remedies, obligations or claims which have already accrued to either Party on the date of this Agreement. For the purposes of this Clause 13, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

13.3 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 on the date of this Agreement.

13.4 On the termination or expiry of this Agreement, the following shall apply:

13.4.1 all licences granted by the Client under this Agreement shall terminate on the date of termination or expiry;

13.4.2 the Developer shall deliver to the Client all Site Materials and any and all copies of the same in its possession to the Client without undue delay;

13.4.3 any provision of this Agreement that either expressly or impliedly survives the termination or expiry of this Agreement shall remain in full force and effect.

14. Force Majeure

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

14.2 In the event that a Party cannot perform their 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 up to 30 days during which their performance has been delayed].

14.3 In the event that a Party cannot perform their obligations hereunder due to Force Majeure for a continuous period of 30 days, the affected Party shall, at its discretion terminate this Agreement by written notice at the end of that period.

14.4 [In the event of termination under Clause 14.3, the Parties shall agree upon a fair and reasonable payment for the Toolkit completed up to the date of termination. Such payment shall take into account any prior payments made and entered into in reliance on the performance of this Agreement.]

15. Audit

15.1 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)] on giving <<insert period>> written notice to the Developer. Audits under this Clause 15 may, at the Client's sole discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

15.2 The Client shall inform the Developer of the identity of any auditors appointed by it under this Clause and shall ensure that external third-party auditors

are appointed, shall be subject to the same obligations of confidentiality as the auditors.

auditors are subject to suitable

16. **No Waiver**

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

of its rights under this Agreement or a waiver by either Party of a breach of any provision of this Agreement to be a waiver of any subsequent

17. **Further Assurance**

Each Party shall execute and do all such acts and deeds as may be necessary to carry out the provisions of this Agreement.

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

18. **Costs**

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

Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 11.6 and 19.2, this Agreement shall be personal to the Parties. Neither Party shall assign, sub-contract (other than by way of floating charge), sub-contract or sub-contract or delegate any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

ent] OR [Subject to sub-Clauses 11.6 and 19.2, this Agreement] is personal to the Parties. Neither Party shall assign, charge (otherwise than by way of floating charge), sub-contract or sub-contract or delegate any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.]

19.2 [[Subject to sub-Clause 11.6 and 19.2, this Agreement shall be personal to the Parties. Neither Party shall assign, sub-contract (other than by way of floating charge), sub-contract or sub-contract or delegate any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

er] OR [The Developer] shall be entitled to perform the obligations hereunder through any other qualified and skilled sub-contractors. Any act or omission of any sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Developer.]

20. **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 created by this Agreement.

be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by this Agreement.

21. **Third Party Rights**

21.1 Unless expressly stated otherwise, the provisions of this Agreement shall not confer rights on any Third Parties) Act 1999.

of this Agreement is intended to confer no rights on any Third Parties) Act 1999. Accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

21.2 Subject to this Clause, the provisions of this Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.

shall continue and be binding on the transferee, successors and assigns of the Party as required.

22. Notices

- 22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised officer of the Party giving the notice.
- 22.2 Notices shall be deemed to have been given:
- 22.2.1 when delivered to the recipient by a courier or other messenger (including during out of business hours of the recipient; or
 - 22.2.2 when sent, by post, fax, e-mail or e-mail and a successful transmission is generated; or
 - 22.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail; or
 - 22.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.
- In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party.

23. Entire Agreement

- 23.1 [Subject to Clause 23.2] This Agreement contains the entire agreement between the Parties to its subject matter and may not be modified except by a written instrument signed by the duly authorised representatives of the Parties.
- 23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, promise or other provision (made or not made) other than that expressly provided in this Agreement.

24. Counterparts

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

25. 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.

26. Law and Jurisdiction

- 26.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.
- 26.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be referred to and determined within the jurisdiction of the courts of England and Wales.

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

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

S

A

M

P

L

E

Project Specification

<<Insert Project Specification>>

S
A
M
P
L
E

Acceptance Tests

<<Insert details of Acceptance Tests

Acceptance Retests

<<Insert details of Acceptance Retests

S

A

M

P

L

E

Project Fees

<<Insert details of Project Fees>>

S

A

M

P

L

E

Third-Party Software

<<Insert details of Third-Party Software>>

S

A

M

P

L

E

Developer's Data Protection <<insert name>>
<<Attach Notice or Policy>>]

S

A

M

P

L

E

Client's Data Protection <<insert Client's Data Protection Policy>>
<<Attach Notice or Policy>>]

S
A
M
P
L
E

S

1. Data Processing

Scope

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

Nature

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

Purpose

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

Duration

<<Insert details of the duration of the 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 to be processed>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 11.5.2>>.]

A

M

P

L

E