DATED

(1) << >>(2) << >>

WEBSITE DEVELOPMENT AGREEMENT PROVIDING FOR THIRD PARTY, CONTRACTOR & NEW SOFTWARE

1

THIS AGREEMENT is made the day of

BETWEEN:

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

RECITALS:

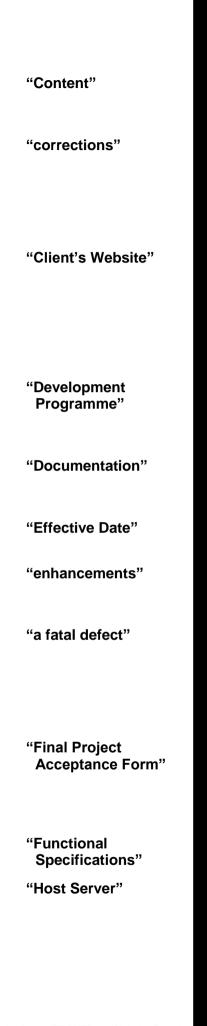
- (1) The Client wishes to launch <<insert description of business>> on the Internet and is wholly dependent on supply by the Contractor of a fully functioning website capable of extension and modification in order to achieve a successful launch.
- (2) The Client has agreed to procure and the Contractor to supply a website upon the following terms and conditions.

IT IS NOW AGREED as follows:

1. **Definitions**

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

"Acceptance Date"	the date on which the Client's Website is accepted pursuant to clause 7 and as indicated on a Final Project Acceptance Form;
"Acceptance Tests"	the Acceptance Tests for acceptance of the Client's Website referred to in clause 7;
"affiliate"	means in relation to any company:
	 any subsidiary or holding company of that company or any subsidiary of the holding company, or
	 any other entity controlling or controlled by that company;
"business day"	a day (excluding Saturdays) on which banks generally are open in the City of London for the transaction of normal banking business (other than solely for trading and settlement in Euros);
"Completion Date"	the date as set out in the Development Programme on or before which successful completion is planned to occur;
"confidential information"	all business, technical, financial or other information created or exchanged between the parties in the course of the Project including the existence of the Project and the development of the Client's Website;



, photographs, images, moving ions and other material featured, e Client's Website;

or fixes made to the Software or itext requires that are necessary y bug, malfunction or other defect t the Client's Website or any part Ily as specified in and conforms to e Functional Specifications;

yperText Markup Language or p-compatible language and with hypertext transfer protocol, to be nd installed by the Contractor in inctional Specifications and to be Wide Web users using <<specify

Project as modified from time to the terms of this agreement the t at the date of this agreement is

nical documentation and training table form to enable a reasonably tor to run the Client's Website;

generally the date the Project

endment, modification or fware or any part of it resulting in are or any part of it being varied;

ith requirements of the Functional in consequence of faulty design, or any other reason that results tor being unable to operate the useful manner to facilitate the Client's business;

dated by the Client confirming en completed and tested and satisfaction (accepting the project ered to their satisfaction (rejecting pr certain deliverables);

ns for the Client's Website a copy schedule 2;

and include minimum environment

"intellectual property rights"

"Internet"

"New Software"

"Price"

"Project"

"Project Co-ordinator"

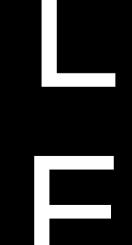
"Project Manager"

"Project Team"

"a serious defect"

"Software"

"Source Code Deposit Agreement"



de marks, rights in domain s, copyrights and database rights not and any applications to ly for registration of any of the fidential information and all other hts of a similar or corresponding ubsist now or in the future in any

omputer systems, including /orld Wide Web;

ing all enhancements and han the Contractor Software and e;

the Client to the Contractor in pply and development of the ed in schedule 3;

nt and installation of the Client's

being duly appointed by the nt's principal representative for vision of the Project;

being duly appointed by the Contractor's principal urpose and supervision of the nedule 7;

ntractor to carry out the Project

ith requirements of the Functional in consequence of faulty design, o or any other reason that would the performance of the Client's Client will be unable to operate the expected level of performance ial additional costs and expenses defect;

computer or other machine al specifications, logic, logic orthographic representations, ub-routines, file structures, coding or object codes, listings, test nostic programs or other material g part of the Client's Website and Client's Website to operate effectively on the Host Server;

it agreement [in the form of the e << >>];



;';

n of the Client's Website so that it Tests and performs functionally otherwise meets the Functional

e that is the Contractor's d is listed in schedule 4 (including corrections of it);

f the Price specified in schedule

e that belongs to a third party and including all enhancements and

ith requirements of the Functional in consequence of faulty design, o or any other reason which does om the performance of the

led by the Contractor to the Client killed employees of the Client to ient's Website and the Software in inctional Specifications;

at copies itself or is copied to cluding without limitation magnetic y chips, electronic cartridges, etic discs and destroys, alters or lamage to the user's files or annoyance to the user and on computer programmes s 'worms', 'Trojan Horses', 'logic 5';

ccessed (or but for a Trivial, would have accessed) the

or more pages) on the World /per Text Markup Language or compatible language;

ours and 1730 hours>> on any

er the Internet for the retrieval nts using hypertext transfer

company is to be construed in 2006 section 1159;

rd Party, Contractor & New Software

5

- 2.1.2 reference to includes th successors i
- 2.1.3 reference to corporation, whether or n jurisdiction ir
- 2.1.4 reference to to be constru such provisio
- 2.1.5 words denot words denot
- 2.1.6 reference to clauses or p
- 2.1.7 'control' is to 2010 section accordingly;
- 2.1.8 'includes' an
- 2.2 The index to and th shall be ignored in c
- 2.3 The schedules forr references to this include references t

3. Principal Duties of the Co

- 3.1 In consideration of terms and condition the Effective Date a out on behalf of the in, the Project.
- 3.2 In pursuance of the with effect from the
 - 3.2.1 to advise the Project;
 - 3.2.2 to design, w Website to Functional Developmer
 - 3.2.3 to provide the acquire the qualified per
 - 3.2.4 to perform h of current co care, diligen

4. **Project Management**

4.1 The Contractor sha manage the Project

© Simply-docs - TR.WEB.02 Website Develop













b a party to this agreement and ssignees and/or the respective whole of his undertaking;

berson, individual, company, firm, ency of a state, or any undertaking personality and irrespective of the th it was incorporated or exists;

trument or any of its provisions is t statute or statutory instrument or mended or re-enacted;

ude the plural and vice versa and ude all genders;

raphs or schedules is to recitals, s to this agreement;

ance with the Corporation Tax Act and 'controlled' shall be construed

ncluding without limitation.

ment are for information only and

provisions of this agreement and the context otherwise requires, redules.

nt of the Price and subject to the Contractor shall with effect from the Development Programme carry ay be, advise and assist the Client

cital 1, the Contractor undertakes

natters arising in the course of the

rare suitable to enable the Client's d conform substantially with the dates specified therefor in the

loyees of the Client so that they knowledge required by suitably the Client's Website; and

under this agreement to the best rds and practice and with all due

nager and make him available to ause. The Contractor shall ensure

6

that the Project Ma promptly, reasonab generality of the f Manager:

- 4.1.1 makes avail required by t
- 4.1.2 gives equal activities bei
- 4.1.3 keeps detai Project Tear makes the re Client and h with copies confidential
- 4.2 The Client shall ap co-ordinate with the Manager and the Pi
 - 4.2.1 organising n shall review
 - 4.2.2 provide all in for proper pe

For the avoidance of Co-ordinator shall r Development Progr

- 4.3 If the Project Mana injury from perform Client (as the case the other party. If continues for more make available ar Manager acceptab through illness or i days, the Client si experienced Projec
- 4.4 The Contractor sha Project Team and sorder to complete Programme. The Opossess suitable sh qualified to carry ou
- 4.5 Throughout the per afford each other's other may reasonat obligations under th shall respectively:
 - 4.5.1 make availa provide such



the period of this agreement acts lar, and without prejudice to the r shall procure that the Project

of effort as are from time to time ment Programme;

er any and all the other business ject Manager; and

and things done by him and the t and at the Client's request either ection on reasonable notice by the or on request provides the Client nager shall keep all such records Client.

inator and make him available to arties shall ensure that the Project sponsible for:

an weekly intervals at which they ct and agree a report of it; and

ntation required by the Contractor and the Services.

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

rdinator is prevented by illness or agreement the Contractor or the t fact and its expected duration to absence through illness or injury working days the Contractor shall ualified and experienced Project Project Co-ordinator's absence e than three consecutive working alternative suitably qualified and

e provision of the services of the re necessary from time to time in ordance with the Development that such personnel individually that they are as a team suitably he Development Programme.

e Client and the Contractor shall o their respective premises as the and otherwise fulfil its duties and lar, the Client and the Contractor

nnel sufficient working space and ay reasonably require;

- 4.5.2 afford the photocopyin computers a
- 4.5.3 advise the regulations i premises. E nominees co

5. Principal Duties of Client

The Client shall deliver the agreed format and the Clie and shall update the Clie agreement.

6. Variations

- 6.1 The Client may at Development Prog Contractor.
- 6.2 Within 5 working da be agreed between writing to the Clier variation requested Price and the Deve his terms. It is recog increase or decreas parties but shall n Contractor Scale. F Contractor carry ou work pursuant to cla this clause.
- 6.3 If the Contractor g variation upon the t shall be deemed a variation and therea basis of such amen
- 6.4 If the Contractor g variation on terms Client shall, within notice, elect by writ variation to proceed issue an order for acknowledges that upon the Client unl by the Client, in wh have been amender such terms and the the basis of the ame

7. **Testing and Acceptance**

7.1 At the dates set o commence the pre advise the Client

© Simply-docs – TR.WEB.02 Website Develop





e such occasional typing and of telephone, fax machines and uired; and

ther nominees of the rules and for the conduct of personnel at his that his personnel and other and regulations.

Contractor, where relevant, in the efforts to ensure that it is correct ured to do so pursuant to this

ons to the Client's Website or the notice of such request to the

quest or such other period as may ractor shall indicate by notice in h the Contractor will perform the the effect of the variation on the d the Contractor's justification for a variation may result in either an f which shall be as agreed by the alculated in accordance with the t, the Client's requirement that the ications or corrective or remedial e a variation within the meaning of

e Client agreeing to perform the tween the parties, this agreement en amended so as to include the perform this agreement upon the

e Client agreeing to perform the agreed between the parties, the date of the Contractor's written ctor whether or not he wishes the the variation to proceed he shall ceed. The Contractor expressly th any variation shall be binding erson nominated for that purpose shall be deemed automatically to riation requested by the Client and hall perform this agreement upon

hent Programme, the Client shall ance Tests. The Contractor shall eptance Tests. Selection of the Acceptance Tests s approval of the Co Contractor shall on the Client upon the manner not provide be deemed to have rejects them within

- 7.2 Following delivery a out the Acceptance for it. If the Projec Client's Website ha promptly give writte reasons for which h of the notice the Co Client determine th shall then make an enhancements to th will pass the Acc completion. Followi procure the repetitic terms set out in this
- 7.3 If the Client's We pursuant to clause the Contractor shall making the necessa
- 7.4 The Contractor sha the Completion Da upon which the Clie delay in achieving s control of the Con Programme shall b expert's decision.
- 7.5 Notwithstanding an the Client, final accer receipt by the Contr Form and shall be agreement.
- 7.6 Risk of loss or dam Content or the Doc completion.

8. Training

At the times specified for provide the User Training t respectively set out for ag request of the Client shall t

9. Price and Payment

9.1 In consideration of agreement by the according to the Te

© Simply-docs - TR.WEB.02 Website Develop







of the Client but is subject to the be unreasonably withheld. The e Acceptance Tests suggested by ne Client's Website to operate in a pecifications. The Contractor shall e Tests if he neither approves nor sure by the Client.

nt's Website, the Client shall carry ey are carried out, at the time fixed ole discretion considers that the ss the Acceptance Tests, he shall to the Contractor, specifying the nt's Website has failed. On receipt o clause 7.3, free of charge to the nd advise the Client of them, and Website (including corrections or o ensure that the Client's Website II otherwise achieve successful hanges the Client shall repeat or ance Tests as is necessary on the

nce Tests and on investigation a result of an error by the Client, the costs of the investigation and ctor's then current price list.

I completion occurs on or before sful completion shall be the date ul completion has occurred. If any due to delay or error beyond the tes set out in the Development d as agreed or determined by an

or use of the Client's Website by our until successful completion and d signed Final Project Acceptance of the Client's rights set out in this

lient's Website, the Software, the the Client only upon successful

Programme, the Contractor shall Client as are agreed by the dates ment Programme. Training at the actor at the Contractor Scale.

Contractor's duties under this hall pay the Contractor the Price

9.2 The Price is inclusiv

9.2.1 VAT, which, 9.2.2 expenses as

All payments to the business days>> af made by the Client made by a cheque to be nominated in

- 9.3 The Contractor will to be carried out b necessary informati influencing the inclu of other rates and not be subject to an
- 9.4 Payment by the Cl Client may have ag by the Client as to this agreement.
- 9.5 The Contractor Sca scale shall be reas companies of the C of the increase has
- 9.6 The Contractor sha incidental expenses goods and services
 - 9.6.1 the Contrac expenses in expenses s supporting d
 - 9.6.2 any third pa in relation to Client before
 - 9.6.3 the third par connection v third party e amount shal
 - 9.6.4 any expense amendment agreed by th the scope of

10. Third Party Software

- 10.1 The Contractor gr licence to use t documentation) in c
- 10.2 The right to use gra the Client:

10.2.1 to copy the

© Simply-docs - TR.WEB.02 Website Develop











ials but excludes: by the Client; and

nt shall be made within <<e.g. 14 ctor's invoices. All payments to be be in pounds sterling and shall be ccount of the Contractor at a bank

extent and nature of the activities pment Programme and obtain all encies and all other circumstances ind the correctness and sufficiency alculate the Price. The Price shall whatsoever.

judice to any claims or rights the shall not constitute any admission Contractor of his obligations under

increased, but any increase in the with any such increase for other take effect one month after notice

r from the Client his reasonable ng the Project and for third party subject to the following provisions:

nonthly summary of third party ection with the Project and such monthly basis with reasonable

expected to be more than £<< >> all require the prior approval of the

hably incurred by the Contractor in exceed $\pounds << >>$ in total, and any by the Contractor exceeding that al of the Client;

ontractor as a consequence of any the terms of the Project shall be oidance of doubt shall be outside nmediately above.

exclusive, perpetual, royalty-free are (together with all related t's Website.

use 10.1 shall include the right for

ovide back-up facilities; and

rd Party, Contractor & New Software

10.2.2 to modify an

11. Contractor Software

- 11.1 The Contractor gr licence to use documentation) in d
- 11.2 The right to use gra the Client:

11.2.1 to copy the

11.2.2 to modify an

11.3 The Contractor sha the Source Code E escrow agent ident with that software e

12. New Software and Conte

- 12.1 The Contractor ass interest (including a Content.
- 12.2 The Contractor sha documents and do purpose of giving ef

13. Contractor's Undertaking

The Contractor undertakes

- to comply with all relating in any way the Host Server];
- 13.2 not to 'frame' (in t segment of it into a the same time) the
- 13.3 not to link to any th Client; and
- 13.4 not to use 'Metatage

14. Warranty

- 14.1 The Contractor war
 - 14.1.1 the Client's Date;
 - 14.1.2 the Client's and function Specification indicated, a instructions the Client's V











Software.

exclusive, perpetual, royalty-free are (together with all related t's Website.

use 11.1 shall include the right for

ovide back-up facilities; and Software.

s of the Acceptance Date, execute ure its execution by the software copy of the Contractor Software

Il title guarantee all right, title and the how software and the

lient from time to time execute all it may reasonably require for the clause 12.1.

ions, codes of practice and laws ation of the Client's Website [and

ng another party's website or a site so that both can be viewed at material;

ut the prior written consent of the

consent of the Client.

he Client that:

ceptance Tests by the Completion

eptance Date provide the facilities rm as set out in the Functional visitor options will function as tion will provide clear adequate aff to make full and proper use of rs to do so;

- 14.1.3 the Contract rights and lid to and in the
- 14.1.4 the Client's the Software party;
- 14.1.5 no third par agreement infringe any
- 14.1.6 the Client w the Software
- 14.1.7 none of the
- 14.1.8 all services a timelv an acting with a industry prac
- 14.2 If the Contractor red the warranties set d promptly remedy th error with an examp
- 14.3 The Contractor sha 14.1.2 unless he ha no later than the ex Client's rights unde remedies he may ha
- 14.4 Save as expressly terms and conditio custom, statute or quality or fitness statutorily implied te

15. Intellectual Property Righ

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

- 15.1 this indemnity shall property rights arisi Client's Website, th them by the Client combination with I Contractor:
- 15.2 in addition to the al Package or any pa advisers likely to be communicated in v anything necessary infringing without af

© Simply-docs – TR.WEB.02 Website Develop













to have the right to grant all the orts to grant to the Client pursuant

Client's Website, the Content and lectual property rights of any third

outstanding at the date of this te, the Content or the Software);

te require no software other than Vebsite on the Host Server:

the Contractor will be provided in filled and experienced personnel in accordance with best of current

ce from the Client of any breach of ontractor shall at his own expense tion. The Client must indicate the correct result.

ation under the warranty in clause of the defect or error in question after the Acceptance Date>>. The ut prejudice to any other right or

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

gainst any and all liability, loss, other expenses of any nature by a third party whether direct, e or contractual, tortious or other ing infringement of his intellectual or the Software, provided that:

nent of the third party's intellectual ny alteration or modification to the are ('the Package') or any part of of the Package or any part of it in ot supplied or approved by the

n injunction restraining use of the h the opinion of the Client's legal a third party (and that opinion is), the Contractor shall either do or the appropriate part of it nonctor's other duties and obligations under this agreeme Client the right to co

- 15.3 the Client gives wri soon as reasonably
- 15.4 the Client makes authority to defend expense; and
- 15.5 the Client gives the any claims or proce

16. Confidentiality

- 16.1 During the term of agreement for any following obligations ('the Disclosing Par
- 16.2 Subject to clause 16
 - 16.2.1 may not use the performa
 - 16.2.2 may not disc the prior writ
 - 16.2.3 shall make confidential
- 16.3 The obligations of on not apply to any cor
 - 16.3.1 is in the po Party or is p receipt by th
 - 16.3.2 is or become fault of the R
 - 16.3.3 is required to
 - 16.3.4 is received i on reasonal obligations o of it and who Party.
- 16.4 Without prejudice t have, the Receivin breach of this clau damage, be entitle threatened or actua damages or other re
- 16.5 The obligations of t the expiry or the ter

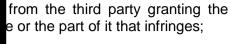
17. Liability

17.1 Notwithstanding an to the Client for dea

© Simply-docs - TR.WEB.02 Website Develop







ctor of any claim or proceeding as t of it;

and gives the Contractor sole dings at the Contractor's cost and

ble assistance in connection with s cost and expense.

er termination or expiration of this << >> starting on <<date>>], the disclosing confidential information Receiving Party').

ation for any purpose other than der this agreement;

rmation to any person except with sing Party; and

t the use or disclosure of the

the provisions of this clause shall

e free disposal of the Receiving in the public domain prior to its

non-confidential basis through no

blicable law or regulation; or

iving Party from a third party who, eiving Party claims to have no party to this agreement in respect of confidence upon the Receiving

medies the Disclosing Party may and agrees that in the event of y shall, without proof of special other equitable remedy for any s of this clause in addition to any be entitled.

visions of this clause shall survive nt for whatever reason.

greement, the Contractor's liability h his own negligence or that of his employees, agents

- 17.2 The Contractor's e contractual obligation or tortious act or or with this agreement
- 17.3 The Contractor sha loss the Client may Contractor was adv
- 17.4 It is a condition pre and agrees to take repute to cover his and obligations und the generality of provisions of this of insurance policy sat of the policy satisf agreement, failing agreement forthwit liability to the Client

18. Termination

- 18.1 A party ('the Initiat' effect by written no time after the occur
- 18.2 The events are:
 - 18.2.1 the Breachin and failing t the day afte the breach a
 - 18.2.2 the Breachin competent j winding up o winding up t case, for the such a mar reconstructio Breaching P
 - 18.2.3 the making of the apportunity of the apportunity possession of the second secon
 - 18.2.4 the Breachir creditors ge jurisdiction for
- 18.3 An act or omission is controlled by a pa it were an act or on agreement by the p
- 18.4 Termination of this a



not be limited.

t in respect of any breach of his nty, any representation, statement nce arising under or in connection >.

nt for any indirect or consequential is reasonably foreseeable or the ne Client incurring it.

nt that the Contractor undertakes cover with an insurance office of full performance of all his duties particular but without prejudice to ity accepted by him under the agrees to produce a copy of an gether with evidence of the validity hin 30 days of the date of this have the right to terminate this notice to the Contractor, without

e this agreement with immediate he Breaching Party') on or at any ed in clause 18.2.

haterial breach of the agreement thin <<e.g. 30 days>> starting on he Initiating Party giving details of ng Party to remedy the breach;

olution for winding up, a court of order for the Breaching Party's petition for the Breaching Party's in seven days (other than, in each malgamation or reconstruction in ulting from the amalgamation or be bound by or assume the his agreement);

r in relation to the Breaching Party over or an encumbrancer taking he Breaching Party; or

ngement or composition with his plication to a court of competent ditors generally.

, is under common control with, or ch of this agreement on his part if be deemed to be a breach of this

eason shall not affect either:

18.4.1 the accrued this agreem without limita

18.4.2 provisions th remain in ful

19. Non-solicitation of Staff

The Client agrees that duri of << >> after termination offering or providing empl employee of or contracto Project without the prior wr

20. Assignment

- 20.1 [Subject to the prov sub-contract, or in a and/or burden of th which consent sha and without prejud assign, transfer, su party the Contract reasonable satisfac Contractor Software
- 20.2 [The Client shall be to assign, transfer, and/or burden of th may merge or to undertaking, provic agrees in writing t and/or duties and agreement being as

21. Force Majeure

- 21.1 Neither party shall I liable to the other p of any obligations u extended according due to an event or ('an event of force n
- 21.2 The party relying or nature and extent majeure.
- 21.3 If the event of forc excess of <<e.g. th party may give noti terminate must spe <<e.g. 30>> days Once a notice to terminate on the ter any liability to the o event of force maje termination shall no

© Simply-docs - TR.WEB.02 Website Develop



e parties arising in any way out of termination and in particular but damages against the other; or

rvive this agreement, which shall

ement and for an additional period indirectly canvas with a view to tract with or entice to leave any aged in the performance of the actor.

either party shall assign, transfer, over to any third party the benefit prior written consent of the other, withheld or delayed. In particular, nerality, the Contractor shall not er manner make over to any third st demonstrating to the Client's ty will be able to maintain the

written consent of the Contractor manner make over the benefit ate or to any Client with which it it may transfer its assets and other company undertakes and perform the rights and powers ant under the provisions of this nerwise made over.]

ch of this agreement or otherwise formance or any non-performance the time for performance shall be at the delay or non-performance is e reasonable control of that party

omptly notify the other party of the giving rise to the event of force

revails for a continuous period in date on which it began, the other ing this agreement. The notice to te, which must be not less than the notice to terminate is given. alidly given, this agreement will he notice. Neither party shall have ation of this agreement due to an lities which have accrued prior to

22. Dispute Resolution

- 22.1 All disputes arising the Project Manage referred to the finan dispute, it may be re
- 22.2 The expert must had resolve the particula of failure to agree s Law Society.
- 22.3 The parties shall p requested by him obligations of confid
- 22.4 The parties shall red his decision within 3 if this is not possible the parties shall co-
- 22.5 The parties shall s decision of the expe
- 22.6 The dates set out period to be agreed avoidance of dout advanced dispute re

23. Waiver

- 23.1 A waiver of any t effective only if give in the instance and
- 23.2 No failure or delay privilege under this single or partial ex other or further ex privilege.
- 23.3 No breach of any p except with the exp

24. Invalidity

- 24.1 If any provision unenforceable in ar pursuant to any jude
 - 24.1.1 the validity, of any other
 - 24.1.2 the validity, jurisdiction of impaired in a
- 24.2 If any provision of t or unenforceable fo from this agreemen and the validity of t deletion materially a

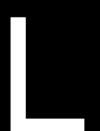
© Simply-docs – TR.WEB.02 Website Develop













hy time that cannot be resolved by rdinator may in the first place be s. If they are unable to resolve the

tions and practical experience to reed by the parties or in the event President for the time being of the

expert all information reasonably ar dispute, imposing appropriate

reasonable endeavours to render ipt of the information requested or ay reasonably be practicable, and ert to achieve this objective.

enses of the expert equally. The ng upon each of the parties.

gramme shall be postponed by a determined by the expert. For the s clause provide for a form of erence to arbitration.

ition of this agreement shall be by the waiving party and then only it is given.

in exercising any right, power or e as a waiver of it, nor shall any , power or privilege preclude any cise of any other right, power or

ent shall be waived or discharged e parties.

or becomes invalid, illegal or of any jurisdiction, whether or not

y under the law of that jurisdiction

ility under the law of any other ovision, shall not be affected or

be void or declared illegal, invalid r, that provision shall be divisible o be deleted from this agreement shall not be affected. If any such of this agreement, the parties shall use their best ende substitute provision of the parties.

25. Remedies

- 25.1 The rights and rem and not exclusive of
- 25.2 Without prejudice t acknowledges for adequate remedy for accordingly, either the remedies of ir remedies for any agreement by the o

26. Notices

- 26.1 Any notice, demar connection with the and shall be deliver mail if posted to or f
 - in the case of the C

<<address>>

Fax:

Attention:

in the case of the C

<<address>>

Fax:

Attention:

and shall be deeme

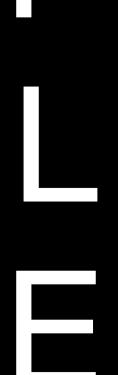
- 26.1.1 if personally party,
- 26.1.2 if sent by firs
- 26.1.3 if sent by air

26.1.4 if sent by fax

provided that if, in or other communica 1700 hours, it shall business day.

26.2 A party may notify relevant addressee clause provided tha

> 26.2.1 the date spe to take place



od faith with a view to agreeing a eflecting the commercial intention

is agreement are cumulative with rovided by law.

medies of the parties, each party that damages might not be an isions of this agreement and that, ithout proof of special damage to erformance and other equitable reach of the provisions of this

tion given or made under or in this agreement shall be in writing fax or prepaid first class post (air United Kingdom):

n or made as follows:

v at the address of the relevant

s days after the date of posting,

er the date of posting, and

ve provision, any notice, demand deemed to be given or made after or made at the start of the next

reement of a change to his name, r for the purposes of the above nly be effective on:

s the date on which the change is

rd Party, Contractor & New Software

26.2.2 if no date is days after t business da

27. Entire Agreement

- 27.1 This agreement e understanding of agreements, unders this agreement. Ne understanding or a for any representati
- 27.2 Unless otherwise agreement may be

28. Announcements

Both parties agree not to bankers or other profession fact of or details of this agreement. The text of any or in the media concernin approval of each party.

29. Relationship of the Partie

Nothing in this agreement agreement shall constitute association, joint venture, t

30. Governing Law and Juris

- 30.1 This agreement, a whatever nature ari formation, shall be England.
- 30.2 The parties irrevoc England for the p proceedings and/or this agreement and their respective ass

31. Exclusion of Third Party

The Contracts (Rights of T no person other than the p shall it be enforceable under





becified is less than five business be is given, the date falling five en given.

orth the entire agreement and sedes all prior oral or written ts relating to the subject matter of titled to rely on any agreement, y set forth in this agreement save

ewhere in this agreement, this not signed by both of the parties.

rty, other than to their respective te conditions of confidentiality, the er agreement referred to in this communication to be published by this agreement shall require the

by the parties pursuant to this stitute, the parties a partnership, pr any other co-operative entity.

oversy, proceedings or claim of y relating to this agreement or its ed in accordance with the laws of

usive jurisdiction of the courts of determining any suit, action or ising out of or in connection with cement of any judgement against

all not apply to this agreement and shall have any rights under it, nor other than the parties to it.

IN WITNESS WHEREOF this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Contractor

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

SIGNED by

<<Name and Title of person signir for and on behalf of <<Client Nam

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



executed the day and year first

The Development Programme

<<Insert Details>>

The Functional Specifications

<<Insert Details>>

The Price and Terms of Paymen

<<Insert Details>>

A

The Contractor Software

© Simply-docs – TR.WEB.02 Website Develop

<<Insert Details>>

The Third Party Software

<<Insert Details>>

The Contractor Scale

<<Insert Details>>

The Project Team

<<Insert Details>>

5