

**DATED**

**(1) << >>**

**(2) << >>**

**WEBSITE MINOR WORK AGREEMENT**

**THIS AGREEMENT** is made the                    day of

**BETWEEN:**

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

**WHEREAS:**

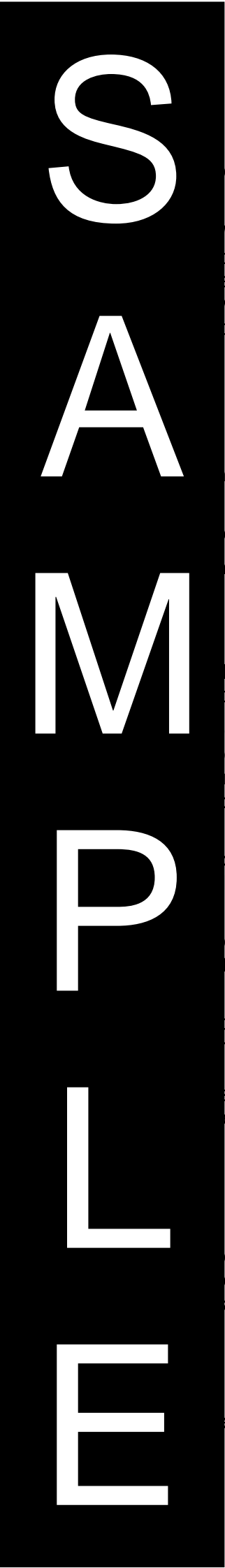
- (1) The Client is a Company providing <<Specify Services>> services through its website at <<Insert Website Address>> (the “Website”).
- (2) The Contractor provides web design, web authoring and other related services. The Client requires the Contractor to perform certain services on the Website and the Contractor agrees to perform the same under the following terms and conditions.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

<b>“Business Day”</b>	means any day other than Saturday or Sunday that is not a bank or public holiday;
<b>“Confidential Information”</b>	means 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;
<b>“Preliminary Payment”</b>	means a payment by way of deposit defined in Clause 4.1;
<b>“Project Proposal”</b>	means a document created by the Contractor which shall be based upon the Project Specification and shall give precise details of all work to be undertaken including, where appropriate, details of project phases, payment dates and completion dates;
<b>“Project Specification”</b>	means a document created by the Client and sent to the Contractor that sets out in detail the work which the Client requires the Contractor to perform;
<b>“Quoted Price”</b>	means the price for the Services as set out in the quotation provided by the Contractor to the Client;



**“Services”** means the Services to be carried out by the Contractor as specified in the Project Proposal.

**“Site Materials”** means the Website as supplied by the Client for the purpose of providing the Services, and any other materials otherwise sourced by the Contractor for providing the Services. This includes, but is not limited to, source code, text, graphics and any other materials.

**“Test Address”** means the Test Address.

1.2 The headings used in this Agreement shall be for reference only and shall have no effect upon the interpretation of this Agreement.

1.3 Words imparting the singular shall include the plural and vice versa.

1.4 References to any gender shall include the other gender.

**2. Scope of Services**

2.1 Upon receipt of a Project Specification from the Client, the Contractor shall issue a quotation, which shall be valid for 30 days.

2.2 The Contractor shall use its best endeavours to accept all provisions in the Project Specification. Where such requirements cannot reasonably be accommodated, the Contractor reserves the right to reject the Project Specification, subject to the Client's prior written approval.

2.3 Any quotation issued by the Contractor shall be valid only for << >> Business Days. Upon acceptance by the Client, the Client is deemed to have accepted the Project Proposal.

2.4 Following acceptance of the Project Proposal, the latter shall be the sole document governing the Services to be carried out.

2.5 Whilst the Contractor shall use its reasonable endeavours when compiling the Project Proposal, the Contractor shall retain the right to alter the Project Proposal once provided, including in circumstances where unforeseen requirements arise. All alterations to the Project Proposal are subject to the prior written approval of the Client.

**3. Time**

3.1 [The Parties hereby agree that the Contractor shall provide a completion date for the Services in the Project Proposal and, subject to Sub-Clauses 4.4, 7.2 and 8.2 and 8.3, the Contractor shall be responsible for any project over-runs, irrespective of the cause.]

OR

[The Parties hereby agree that the Contractor shall provide a completion date for the Services in the Project Proposal and, subject to Sub-Clauses 4.4, 7.2 and 8.2 and 8.3, the Contractor shall be responsible for any project over-runs, irrespective of the cause.]

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Contractor shall provide a copy of the Project Proposal but shall not be responsible for any project delays or costs of the cause.]

Project Proposal but shall not be responsible for any project delays or costs of the cause.]

3.2 The time for the provision of the Services shall be deemed to commence upon the receipt of the cleared funds and the Preliminary Payment, by the Contractor.

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4. **Payment**

4.1 The Client shall make a non-refundable Preliminary Payment amounting to << >>% of the Quoted Price before the commencement of the provision of the Services. No Services shall be provided until the Preliminary Payment is received by the Contractor.

Payment amounting to << >>% of the Quoted Price before the commencement of the provision of the Services. No Services shall be provided until the Preliminary Payment is received by the Contractor.

4.2 The remainder of the Quoted Price shall be paid in instalments as specified in the Project Proposal.

the remainder of the Quoted Price shall be paid in instalments as specified in the Project Proposal.

4.3 The Parties agree that costs of the Services that are supplementary or incidental to the Services that are not included in the Project Proposal shall be borne by the Client. The Contractor shall not be liable for any project delays occasioned by the Contractor through services that are supplementary or incidental to the Services that are not included in the Project Proposal unless they are expressly agreed in writing by the Client to the Contractor without the prior written consent of the Client.

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4.4 The Contractor reserves the right to suspend the provision of the Services in the event that any amounts due by the Client are not paid on time. Provision of the Services shall resume once the Client has paid funds amounting to all amounts due by the Contractor. The Contractor shall not be liable for any project delays occasioned by the Contractor through services that are supplementary or incidental to the Services that are not included in the Project Proposal unless they are expressly agreed in writing by the Client to the Contractor without the prior written consent of the Client.

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4.5 The Client shall pay all required amounts within the period of invoices for the same. In the event that invoices are not paid within >> days after receipt, the Client shall be liable for a late payment charge of << >>% over and above the amount due. The Contractor shall not be liable for any project delays occasioned by the Contractor through services that are supplementary or incidental to the Services that are not included in the Project Proposal unless they are expressly agreed in writing by the Client to the Contractor without the prior written consent of the Client.

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5. **Ownership of Site Materials**

5.1 The Contractor shall retain ownership of all Site Materials created by them under this Agreement until all charges are paid in full by the Client. Upon receipt by the Client of all charges due, legal [and beneficial] ownership shall be immediately transferred to the Client.

The Contractor shall retain ownership of all Site Materials created by them under this Agreement until all charges are paid in full by the Client. Upon receipt by the Client of all charges due, legal [and beneficial] ownership shall be immediately transferred to the Client.

5.2 The Client shall retain ownership of all Site Materials owned by them prior to entering into this Agreement. All Site Materials assigned to the Contractor shall be deemed to be owned by the Client at any time.

The Client shall retain ownership of all Site Materials owned by them prior to entering into this Agreement. All Site Materials assigned to the Contractor shall be deemed to be owned by the Client at any time.

6. **Intellectual Property**

6.1 All Site Materials provided by the Client, including copyright, design rights and trademarks therein shall remain the property of the Client. The Contractor shall use such Site Materials solely for the sole purpose of providing the Services to the Client.

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6.2 The Client warrants that they have obtained all necessary permissions and rights for the use of any Site Materials that are owned by, or were otherwise created by, a third party.

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- 6.3 The Client agrees to fully indemnify the Contractor free from any and all claims for intellectual property rights that may arise out of the Client's failure to obtain the necessary permissions and rights for the use of any Site Material provided.
- 6.4 The Contractor shall bear the responsibility of ensuring that Site Materials supplied by the Client carry the necessary third party permissions for reproduction.
- 6.5 The Contractor shall retain copyright in any right subsisting in any and all Site Materials created by the Contractor until all charges are paid in full by the Client. Upon completion of all sums due, all relevant copyright shall be transferred to the Client.
- 6.6 Except as expressly set out in this Agreement does not transfer or grant to the Contractor any rights in any intellectual property rights belonging to the Client.

**7. Site Materials Delivery**

- 7.1 Unless it is specified otherwise in the Project Proposal, all text specifications and all photographs and other images shall be in electronic format or of a suitable print quality. The Contractor shall not be responsible for poor quality or damage to any material if the quality is a direct result of poor quality print material from the Client.
- 7.2 The Client shall make all relevant information and other material available to the Contractor in a timely manner. The Contractor shall not be liable for any delays caused by the Client under this Sub-Clause.
- 7.3 The Contractor shall use its best endeavours to return to the Client all Site Materials and documents supplied by the Client, however such return is not required and the Contractor shall not be liable for any loss or damage to the Client's responsibility to ensure that appropriate back-up is taken.
- 7.4 No material submitted by the Contractor shall be of anything which may, under the laws of England, be deemed immoral, offensive, obscene or illegal. The Client has the right to reject such materials and is under a positive obligation to refer the matter to the relevant authorities of the Client's possession of such materials.

**8. Review and Acceptance**

- 8.1 The Client shall be given the opportunity to review the appearance and content of the Website [at a meeting] OR [at the Test Address] OR [at the Test Address] of this Agreement through the Test Address] OR [at the Test Address] Project Proposal through the Test Address].
- 8.2 The Client reserves the right to request changes following any review under this Clause. Such changes shall be requested in writing from the Contractor in writing within a reasonable time of the completion of the work, no later than << >> Business Days after the review. The Contractor shall inform the Client of any additional work, time and cost required to implement such changes.
- 8.3 At the completion stage, the Contractor shall be provided with the final version of

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the Website and all accompanying Site Material shall be deemed to have accepted the work as set out in the Quotation, unless the Client notifies the Contractor to the contrary within << >> Business Days of the date of the Quotation and the accompanying Site Material.

the Client shall be deemed to have accepted the work as set out in the Quotation, unless the Client notifies the Contractor to the contrary within << >> Business Days of the date of the Website and the accompanying Site Material.

8.4 Where additional work is requested by the Client, the Client shall bear no additional cost for such work, whether or not subsequently modified, when such additional work is requested out of errors made by the Contractor. The Client shall enter into a new agreement with the Contractor to cover that work.

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## 9. Post-Completion Technical Support

9.1 The Contractor shall not be responsible for any technical problems arising with the Website save for those that are caused by the Contractor. This shall include, but is not limited to, the underlying code of the Website.

The Contractor shall not be responsible for any technical problems arising with the Website save for those that are caused by the Contractor. This shall include, but is not limited to, the underlying code of the Website.

9.2 In the event that faults arise with the Website that are the fault of the Contractor, the Client shall request the Contractor to use their best endeavours to diagnose and resolve the problem within << >> Business Days. The Client will [not] be charged [at the rate of £<< >> per hour] for such remedial work.

In the event that faults arise with the Website that are the fault of the Contractor, the Contractor shall use their best endeavours to diagnose and resolve the problem within << >> Business Days. The Client will [not] be charged [at the rate of £<< >> per hour] for such remedial work.

9.3 In the case of all other faults with the Website, the Client shall refer to their third party web hosting service for technical support.

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## 10. Confidentiality

10.1 During the term of this Agreement and for any reason thereafter, the following obligations shall apply to the Receiving Party (the "Receiving Party") from the date of the disclosure of Confidential Information (the "Disclosing Party"):

During the term of this Agreement and for any reason thereafter, the following obligations shall apply to the Receiving Party (the "Receiving Party") from the date of the disclosure of Confidential Information (the "Disclosing Party"):

10.2 Subject to Sub-Clause 10.3, the Receiving Party shall:

10.2.1 may not use any Confidential Information for any purpose other than the performance of the obligations set out in this Agreement;

the Receiving Party shall not use any Confidential Information for any purpose other than the performance of the obligations set out in this Agreement;

10.2.2 may not disclose any Confidential Information to any person except as required by the Disclosing Party; and

the Receiving Party shall not disclose any Confidential Information to any person except as required by the Disclosing Party; and

10.2.3 shall make every effort to prevent the disclosure or disclosure of the Confidential Information.

the Receiving Party shall make every effort to prevent the disclosure or disclosure of the Confidential Information.

10.3 The obligations of confidentiality set out in the provisions of this Clause 10 shall not apply to any Confidential Information that:

The obligations of confidentiality set out in the provisions of this Clause 10 shall not apply to any Confidential Information that:

10.3.1 is in the possession of the Disclosing Party or is published in the public domain prior to its receipt by the Receiving Party;

is in the possession of the Disclosing Party or is published in the public domain prior to its receipt by the Receiving Party;

10.3.2 is or becomes public knowledge through no fault of the Receiving Party;

is or becomes public knowledge through no fault of the Receiving Party;

10.3.3 is required to be disclosed by law or regulation; or

is required to be disclosed by law or regulation; or

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10.3.4 is received in good faith and on reasonable enquiry, the Disclosing Party shall not be liable for the obligations of confidentiality imposed on the Receiving Party who imposes no obligations on the Disclosing Party.

10.4 Without prejudice to any other remedy available to the Disclosing Party, in the event of a breach of this Clause the Disclosing Party shall be entitled to an award of damages, threatened or actual breach of contract, damages or other remedies available in law.

10.5 The obligations of the parties under this clause shall survive the expiry or the termination of the Agreement for whatever reason.

## 11. Liability

11.1 The Contractor shall not be liable for any indirect or consequential loss the Client may suffer except where the Contractor has been advised in writing by the Client that such loss is a reasonably foreseeable or if the Client incurring it.

11.2 The Contractor's entire liability for contractual obligations, any tortious act or omission in connection with this Agreement shall be limited to the amount of the fee payable by the Client under or in connection with the Agreement.

11.3 Notwithstanding any other provision to the contrary, the Contractor's liability to the Client for death or injury to persons or property shall be limited to the amount of the fee payable by the Client to the Contractor's employees, agents or sub-contractors in negligence or that of his employees, agents or sub-contractors.

## 12. Warranties and Disclaimer

12.1 The Contractor warrants and disclaims that:

12.1.1 all works created or provided by the Contractor in the course of providing the Services shall be original work and shall not infringe the intellectual property or other rights of any third party;

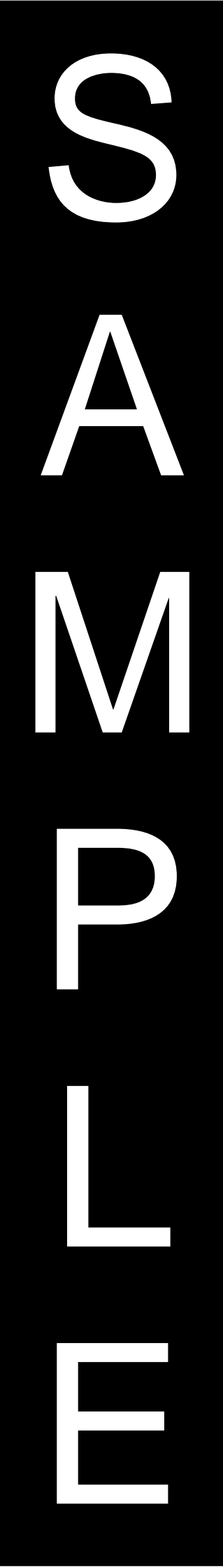
12.1.2 the Client's use and distribution of the Site and Site Materials as delivered by the Contractor shall be in accordance with the terms of this Agreement and shall not infringe the intellectual property rights of any third party; and

12.1.3 all services provided by the Contractor shall be provided in a timely and orderly manner by skilled and experienced personnel acting with all due care and in accordance with the best practice in the design industry.

12.2 Save as expressly set out in this Agreement, the Contractor makes no warranty of merchantability or fitness for any particular purpose.

## 13. Indemnity

The Contractor agrees to indemnify the Client from any and all liability, loss, damage, costs, legal costs, professional fees and expenses of any nature.



whatsoever incurred or suffered by the Client, direct, indirect or consequential arising out of or in connection with any claims or proceedings brought by a third party in respect of any property rights by the parts of the Website or any other content provided that:

- 13.1 this indemnity shall not apply to any claims or proceedings in respect of any property rights arising as a result of the use of the Website or any other content created or provided by the Contractor;
- 13.2 in addition to the above indemnity, the Client agrees that any part of it is, in the reasonable opinion of the Client's legal advisers communicated in writing to the Contractor, the Contractor is likely to be granted by the court to the third party, the Contractor shall:
  - 13.2.1 do all acts and things necessary to remove those parts of the Website or other content created or provided by the Contractor, or the Contractor's other duties, from the Website without affecting any of the Contractor's other duties under this agreement; or
  - 13.2.2 obtain a licence from the court to continue using the Website or other content created or provided by the Contractor) or the parties to the agreement.
- 13.3 the Client gives written notice of any claim or proceeding as soon as reasonably possible;
- 13.4 the Client makes no admission of liability and gives the Contractor sole authority to defend or settle any such claims or proceedings at the Contractor's cost and expense; and
- 13.5 the Client gives the Contractor sole authority to defend or settle any such claims or proceedings at the Contractor's cost and expense.

third party whether direct, contractual, tortious or other claims or proceedings brought by a third party in respect of any property rights by the parts of the Website or any other content provided that:

a third party's intellectual property rights arising as a result of the use of the Website or any other content created or provided by the Contractor by the Client;

in addition to the above indemnity, the Client agrees that any part of it is, in the reasonable opinion of the Client's legal advisers communicated in writing to the Contractor, the Contractor is likely to be granted by the court to the third party, the Contractor shall:

those parts of the Website or other content created or provided by the Contractor, or the Contractor's other duties, from the Website without affecting any of the Contractor's other duties under this agreement; or

obtaining the Client the right to continue using the Website or other content (as delivered by the Contractor) or the parties to the agreement.

any claim or proceeding as soon as reasonably possible;

gives the Contractor sole authority to defend or settle any such claims or proceedings at the Contractor's cost and expense; and

gives the Contractor sole authority to defend or settle any such claims or proceedings at the Contractor's cost and expense.

**14. Termination**

- 14.1 A Party (the "Initiating Party" or the "Breaching Party") on or at any time after the occurrence of the events set out in Sub-Clause 14.2.
- 14.2 The abovementioned events shall constitute a breach of this Agreement if:
  - 14.2.1 the Breaching Party is in breach of this Agreement and failing to remedy the breach within 30 Business Days starting on the day after receipt of written notice from the Initiating Party giving details of the breach and requesting the Breaching Party to remedy it;
  - 14.2.2 the Breaching Party is in breach of this Agreement and, for winding up, a court of competent jurisdiction orders the Breaching Party's winding up or the Breaching Party's insolvency administrator for the Breaching Party's winding up that is not a voluntary winding up (other than, in each case, for the purpose of reconstruction or reconstruction where the entity reconstituted or reconstructed effectively agrees to assume the Breaching Party's obligations under this Agreement); or
  - 14.2.3 the making of an advertisement or the appointment of an administrator, receiver, liquidator, trustee in bankruptcy, receiver or the appointment of an encumbrancer taking possession of or selling the Breaching Party's assets;

agreement with immediate effect by written notice to the other Party (the "Initiating Party") on or at any time after the occurrence of the events set out in Sub-Clause 14.2.

breach of this Agreement if: 30 Business Days starting on the day after receipt of written notice from the Initiating Party giving details of the breach and requesting the Breaching Party to remedy it;

for winding up, a court of competent jurisdiction orders the Breaching Party's winding up or the Breaching Party's insolvency administrator for the Breaching Party's winding up (other than, in each case, for the purpose of reconstruction or reconstruction where the entity reconstituted or reconstructed effectively agrees to assume the Breaching Party's obligations under this Agreement); or

on to the Breaching Party or the appointment of an encumbrancer taking possession of or selling the Breaching Party's assets;





sent by [registered] OR [first class] Agreement.

etailed in the head of this

19. **Entire Agreement**

19.1 This Agreement embodies the entire understanding between the Parties of all prior oral or written agreements, understandings, negotiations, discussions, proposals, and communications relating to the subject matter of this Agreement. Neither Party shall rely on any agreement, understanding or arrangement made orally or in writing in this Agreement, save as expressly provided in this Agreement, this Agreement may be varied or

entire agreement and as all prior oral or written agreements, understandings, negotiations, discussions, proposals, and communications relating to the subject matter of this Agreement. Neither Party shall rely on any agreement, understanding or arrangement made orally or in writing in this Agreement, save as expressly provided in this Agreement, this Agreement may be varied or

19.2 Unless otherwise expressly provided in this Agreement, this Agreement may be varied or

in this Agreement, this Agreement may be varied or

20. **General**

20.1 Relationship Between the Parties  
The relationship between the Contractor and Client. This Agreement shall not create a partnership, joint venture, agency, fiduciary, or

that of an independent contractor. This Agreement shall not create any partnership, joint venture, agency, fiduciary, or

20.2 No Waiver  
The Parties agree that no failure to enforce any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute a waiver of any subsequent breach and shall not constitute a

enforce the performance of any provision of this Agreement. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute a

20.3 Non-exclusivity  
The relationship between the Contractor and Client shall be non-exclusive. Both parties may enter into similar relationships with other parties.

relationship is and shall remain non-exclusive. Both parties may enter into similar relationships with other parties.

21. **[Dispute Resolution (Arbitration)]**

It is agreed that where any dispute arises between the Parties that matter shall be referred to an arbitrator to be agreed between the Parties.

to this Agreement arises shall be referred to an arbitrator to be agreed between the Parties.

22. **Law and Jurisdiction**

22.1 This Agreement shall be governed by the law of England and Wales.

England and Wales.

22.2 [Any dispute between the Parties shall fall within the jurisdiction of the courts of England and Wales.]

Agreement shall be fall within the jurisdiction of the courts of England and Wales.



**IN WITNESS WHEREOF** this Agreement  
before written

SIGNED by

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

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

SIGNED by

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

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



ed the day and year first