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WEBSITE DESIGN AND DEVELOPMENT AGREEMENT

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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”)

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WHEREAS:

- (1) The Developer carries on the business of providing website design and development and related services.
- (2) The Client wishes to engage the Developer to provide website design and development and related services on the terms and conditions set out in this Agreement.

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IT IS AGREED as follows:

- 1. **Definitions and Interpretation**
 - 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:
 - “**Acceptance Retests**” shall mean tests to be carried out in the event of a failure to pass the Acceptance Tests set out in Clause 6 and Schedule 2;
 - “**Acceptance Tests**” shall mean tests to be carried out on the Website as set out in Clause 6 and Schedule 2;
 - “**Business Day**” shall mean any day (other than Saturday or Sunday) on which the Client’s premises are open for their full range of services at <<insert location>>;
 - “**Client Site Materials**” shall mean any content provided by the Client to be incorporated into the Website;
 - “**Commencement Date**” shall mean the date of this Agreement>>;
 - “**Confidential Information**” shall mean any information of either Party, information which is confidential or otherwise protected by the other Party pursuant to 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 otherwise protected).

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“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”

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the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, 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 Regulation;

Defects compiled by the Developer as set out in Clause 6.3;

any defect in the Website that causes it to fail to pass Acceptance Tests;

any content provided or created by the Client and incorporated into the Website;

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

any defect in the Website that causes it to fail to pass Acceptance Tests that has been caused by the omission of the Client, or by any other person engaged with the Client for whom the Developer is not responsible;

fees 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 as set out in Clause 1;

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“Project Milestone”

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

“Project Specification”

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

“Retest Period”

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

“Services”

...design and development services the Developer to the Client pursuant

“Testing Period”

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

“Website”

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

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1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, and any communication by electronic or facsimile transmission or similar means

...tion, includes a reference to any electronic or facsimile transmission or

1.2.2 a statute or regulation or any provision of law which shall include all subordinate provisions

...is a reference to that statute or regulation and shall apply from time to time;

1.2.3 “this Agreement” and “Schedules”

...this Agreement and each of the Schedules as stated at the relevant time;

1.2.4 a Schedule in this Agreement;

...ement;

1.2.5 a Clause or paragraph of this Agreement (other than this Clause) and

...reference to a Clause of this Agreement shall refer to the paragraph of the relevant Schedule;

1.2.6 a “Party” or “Parties”

...parties to this Agreement.

1.3 The headings used in this Agreement shall have no effect upon the interpretation of this Agreement.

...for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the masculine gender shall include the plural and vice versa.

...include the plural and vice versa.

1.5 References to any gender shall include the other gender.

...other gender.

1.6 References to persons shall include corporations and other entities.

...tions.

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2. Project Specification and

2.1 The Parties have prepared the Project Specification for the Website as set out in the Project Specification

...in the Project Specification for the Website as set out in the Project Specification

2.2 The Developer shall design, develop, and maintain the Website in accordance with the Project Specification and in accordance with the Project Milestones set out therein.

...which shall include the design, development, and maintenance in accordance with the Project Specification and in accordance with the Project Milestones set out therein.

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2.3 Either Party 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 Client shall notify the Client in writing of the terms upon which such amendments may be accommodated, including the effect on 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 advise 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 and shall be approved by the Developer as under sub-Clause 3.1, as applicable.

2.7 The Developer shall include a promotional statement on the home page of the Website in the format: [insert period>>]: "<<insert statement of the Developer]>>".

3. Client's Responsibilities

3.1 The Client shall provide the Client Site Materials with any and all information necessary for the Developer to perform its obligations under this Agreement.

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

3.3 The Client hereby acknowledges that the Developer's ability to perform its obligations under this Agreement, but not limited to, the design and development of the Website in accordance with the Project Specification, is dependent on the Client's cooperation and the Client hereby agrees to provide the necessary information.

4. Project Management and Reporting

4.1 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 necessary knowledge and experience of all relevant matters, and the authority to bind the Party by whom they are appointed.

4.2 The Developer shall provide regular progress reports detailing the progress of the design and development of the Website. In particular, such reports shall indicate any important issues that require the Client's attention.

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5. **[Third-Party Software**

5.1 The Third-Party Software specified in Schedule 4 shall be supplied and incorporated into the Website in accordance with the applicable software licence agreement[s]

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

6. **Development, Testing, and Acceptance**

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

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

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

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

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

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

6.7 Where applicable, the Client shall require the Developer of any and all 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 (or the affected parts thereof, as applicable) as set out in Schedule 2.

6.8 In the event that the Website does not pass the Acceptance Tests, the following options shall be available to the Client without prejudice to the Client's other rights and remedies:

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

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6.8.2 to accept the reduction in agreed upon Business Days. Parties do not. Client shall Clause 6.8.3

rent state, subject to a reasonable e to the Developer which shall be n writing within <<insert period>> f the Acceptance Retests. If the eduction within the time limit, the Website in accordance with sub-

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6.8.3 to reject the Specification immediately sums already [immediately

r failure to comply with the Project his Agreement shall be terminated ll refund to the Client any and all e Developer under this Agreement id>> Business Days].

6.9 The Website shall Tests and (where a Defects remain (ex by the Client under Acceptance Tests, Project Acceptance delay.

en accepted when all Acceptance Retests have been passed and no Defects and any Defects accepted on successful completion of the the same by means of a Final rn to the Developer without undue

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6.10 Notwithstanding the deemed to have a (where applicable) A

this Clause 6, the Client shall be efore the Acceptance Tests and e been passed if:

6.10.1 the Client us other than t Tests or Acc

part of it in the course of business accordance with the Acceptance d in Schedule 2; or

6.10.2 the Accepta delayed for a the Client w and to exten

ance Retests are unreasonably insert period>> Business Days by ritten agreement to such a delay eriod or Retest Period.

6.11 Within <<insert per Clause 6.9, the De using <<insert meth

he completed Website under sub- completed Website to the Client

7. Fees and Payment

7.1 The Client shall p accordance with S Developer's invoice

the Project Fees, calculated in insert period>> of receipt of the

7.2 Any and all sums [inclusive] of VAT.

reement shall be [exclusive] OR

7.3 If the Client fails to date for payment, t remedies (including pay interest on the payment of that ove

to the Developer on or by the due o the Developer's other rights and under Clause 14), the Client shall e due date for payment until the e or after judgment.

7.4 Interest under sub percentage>>% pe to time, and at <<ir base rate is below C

ue daily at the rate of <<insert of England's base rate from time r annum for any period when that

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8. Intellectual Property

- 8.1 The Client warrants that they own or have the right to use all Client Site Materials supplied by them to the Developer, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and shall retain all Intellectual Property Rights therein at all times.
- 8.2 The Developer warrants that they own or have the right to use all Developer Site Materials supplied to the Client for the Website and that, where applicable, all necessary permissions and rights have been obtained.
- 8.3 The Developer shall assign to the Client all Intellectual Property Rights subsisting in the Website. If applicable, Fees are paid in full by the Client. Upon receipt by the Client of the Website, the Developer shall assign the ownership of the same to the Client immediately, and the Parties shall execute all documents necessary to effectuate that assignment.
- 8.4 The Developer shall indemnify the Client against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created or developed by the Developer provided that the Client:
 - 8.4.1 promptly notifies the Developer of the claim or proceedings;
 - 8.4.2 makes no admission of liability without the Developer's prior written consent;
 - 8.4.3 provides the Developer with all information and assistance that the Developer may reasonably require;
 - 8.4.4 gives the Developer the authority to defend or settle the claim or proceedings.
- 8.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Client Site Materials provided that the Developer:
 - 8.5.1 promptly notifies the Client of the claim or proceedings;
 - 8.5.2 makes no admission of liability without the Client's prior written consent;
 - 8.5.3 provides the Client with all information and assistance that the Client may reasonably require;
 - 8.5.4 gives the Client the authority to defend or settle the claim or proceedings.
- 8.6 The indemnities set forth in this Section shall not apply to the extent that the claim or proceedings result solely out of the indemnifying Party's non-compliance with applicable laws or regulations provided by the indemnified Party.
- 8.7 The Developer shall not use any Client Site Materials, any Developer Site Materials assigned to the Developer, or any part of the Website Agreement, [or] any part of the Website to look and feel of the Website or to create any new website or other material of any kind for any third party.

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of personal data including the purposes for which personal data is used, the Parties' rights and obligations in relation to such personal data, details of any sharing (where applicable) are available in the Parties' privacy policy (<<insert name of notices or policies>> [available from <<insert date>>]).

the purposes for which personal data is used, the Parties' rights and obligations in relation to such personal data, details of any sharing (where applicable) are available in the Parties' privacy policy (<<insert name of notices or policies>> [available from <<insert date>>]).

12. **[Data Processing]**

12.1 [All personal data processed by the Developer on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement attached to this Agreement between the Parties on <<insert date>>.]

Developer on behalf of the Client in accordance with the terms of the Data Processing Agreement attached to this Agreement between the Parties on <<insert date>>.]

OR

12.1 [The Parties hereby agree to comply with all applicable data protection requirements. This Clause 12 shall not relieve the Parties of their obligations set out in the Data Protection Legislation. The Parties shall not 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. The Parties shall not move or replace any of those obligations.

12.2 For the purposes of this Clause 12, the Client is the data controller and the Developer is the data processor.

For the purposes of this Clause 12, the Client is the data controller and the Developer is the data processor.

12.3 The type(s) of personal data, the scope, nature and duration of the processing are set out in Schedule 7.

[The type(s) of personal data, the scope, nature and duration of the processing are set out in Schedule 7.] OR [categories] of data subject, the scope, nature and duration of the processing, and the duration of the processing.

12.4 The Client shall ensure that it obtains all necessary consents and notices required to enable the Developer to process personal data to the Developer for the purposes described in Schedule 7.

The Client shall ensure that it obtains all necessary consents and notices required to enable the Developer to process personal data to the Developer for the purposes described in Schedule 7.

12.5 The Developer shall ensure that it processes personal data processed by it in accordance with the instructions under this Agreement:

The Developer shall ensure that it processes personal data processed by it in accordance with the instructions under this Agreement:

12.5.1 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 required to do so by law;

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 required to do so by law;

12.5.2 ensure that appropriate technical and organisational measures (including pseudonymisation) to protect the personal data from unauthorised access, disclosure, copying, alteration, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from the processing of the art in force at the time of implementing those measures. Measures to be implemented are set out in Schedule 7;

ensure that appropriate technical and organisational measures (including pseudonymisation) to protect the personal data from unauthorised access, disclosure, copying, alteration, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from the processing of the art in force at the time of implementing those measures. Measures to be implemented are set out in Schedule 7;

12.5.3 ensure that all employees with access to the personal data (whether or not they are contractually obliged to keep it confidential);

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

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

not transfer personal data to any country 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 affected data subjects have been notified of their rights and effective legal remedies;

- a) the Client and the Developer have provided suitable safeguards for the transfer of personal data;
- b) the affected data subjects have been notified of their rights and effective legal remedies;

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expiry:

13.1.1 keep confidential

13.1.2 not disclose

13.1.3 not use any information contemplated

13.1.4 not make any disclosure in any way, or part with possession of any Confidential Information

13.1.5 ensure that any disclosure by its officers, employees, agents, sub-contractors or subcontractors would be a breach of the Confidential Information Clauses 13.1.1 to 13.1.4 above.

13.2 Either Party may:

13.2.1 disclose any Confidential Information to:

a) any sub-contractor

b) any governmental or regulatory body; or

c) any employee or subcontractor of any of the aforementioned persons, parties or bodies

to such extent as is necessary for the purposes contemplated by this Agreement for the development, design and construction of the Website. The Party shall be deemed to have obtained Confidential Information if the disclosure is made by an employee or subcontractor of the Party a written consent in writing. Such undertakings shall be subject to this Clause and shall not be used for any other purpose.

13.2.2 use any Confidential Information for any other purpose than as contemplated in this Agreement, or disclose it to any other party, through no fault of the Party must not be made if the Confidential Information is not public knowledge.

13.3 The provisions of this Clause shall continue in force in accordance with their terms [indefinite period] after the termination or expiry of this Agreement for a period of <<insert period>> after the termination or expiry of this Agreement notwithstanding the termination of this Agreement.

14. **Term and Termination**

14.1 This Agreement shall commence on the commencement Date and, subject to the provisions of this Clause, shall terminate on the acceptance of the Website and the receipt by the Client of the sums due from the Client under this Agreement.

14.2 Without prejudice to the provisions of this Clause, either Party may terminate this Agreement with immediate effect by written notice to the other Party.

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14.2.1 any sum owed by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of payment;

14.2.2 the other Party in the event of a material breach of any of the provisions of this Agreement, if the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

14.2.3 an encumbrance, or where the other Party is a company, a subsidiary or an associate of that other Party;

14.2.4 the other Party is in liquidation, or being a company, in administration (within the meaning of the Insolvency Act 1986);

14.2.5 the other Party is a partnership or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction);

14.2.6 anything which is prohibited by the foregoing under the law of any jurisdiction other than that of the other Party;

14.2.7 that other Party ceases, to carry on business; or

14.2.8 control of the other Party by any person or connected persons not named in this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 115 of the Corporation Tax Act 2010.

14.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations or liabilities which have already accrued to either Party under this Agreement.

14.4 On the termination or expiry of this Agreement:

14.4.1 all licences granted to the Developer by the Client under this Agreement shall terminate immediately;

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

14.4.3 any provisions of this Agreement that either expressly or impliedly survive the termination or expiry of this Agreement shall remain in full force and effect.

15. **Force Majeure**

15.1 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.

15.2 In the event that a Party named in this Agreement 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].

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15.3 In the event that the Developer cannot perform their obligations hereunder for a continuous period of <<insert period>>, the Developer shall, at its discretion terminate this Agreement by written notice at the end of that period.

Agreement cannot perform their obligations hereunder for a continuous period of <<insert period>>, the Developer shall, at its discretion terminate this Agreement by written notice at the end of that period.

15.4 [In the event of termination of the Agreement, the Parties shall agree upon a fair and reasonable period of time for the Developer to complete work on the Website completed up to the date of termination. The Developer shall take into account any prior contractual commitments and its compliance on the performance of this Agreement.]

Under Clause 15.3, the Parties shall agree upon a fair and reasonable period of time for the Developer to complete work on the Website completed up to the date of termination. The Developer shall take into account any prior contractual commitments and its compliance on the performance of this Agreement.]

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16. Audit

16.1 The Client shall have the right to audit the Developer's compliance with this Agreement [(including the Developer's compliance with the data processing provisions of Clause 12.2)] on giving <<insert period>> written notice to the Developer. Audits under this Clause 16 may, at the Client's discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

The Client shall have the right to audit the Developer's compliance with this Agreement [(including the Developer's compliance with the data processing provisions of Clause 12.2)] on giving <<insert period>> written notice to the Developer. Audits under this Clause 16 may, at the Client's discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

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

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

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17. No Waiver

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

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

18. Further Assurance

Each Party shall execute all documents and things as may be necessary to carry out its obligations under this Agreement into full force and effect.

Each Party shall execute all documents and things as may be necessary to carry out its obligations under this Agreement into full force and effect.

19. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the preparation, execution and carrying out of its obligations under this Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the preparation, execution and carrying out of its obligations under this Agreement.

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20. Assignment and Sub-Contracting

20.1 [Subject to sub-Clauses 12.6 and 20.2, this Agreement is personal to the Parties. Neither Party shall assign, sub-contract or delegate any of its rights hereunder, or sub-contract or delegate any of its obligations hereunder, without the written consent of the other Party, which consent shall not be unreasonably withheld.]

[Subject to sub-Clauses 12.6 and 20.2, this Agreement is personal to the Parties. Neither Party shall assign, sub-contract or delegate any of its rights hereunder, or sub-contract or delegate any of its obligations hereunder, without the written consent of the other Party, which consent shall not be unreasonably withheld.]

20.2 [The Client] OR [The Developer] shall be responsible for the costs of the Developer.

[The Client] OR [The Developer] shall be responsible for the costs of the Developer.

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entitled to perform
member of its group
Any act or omission
purposes of this A
Developer.]

undertaken by it through any other
qualified and skilled sub-contractors.
er or sub-contractor shall, for the
to be an act or omission of the

21. **Relationship of the Parties**

Nothing in this Agreement
joint venture, agency, or o
the contractual relationship

seemed to constitute a partnership,
p between the Parties other than
in this Agreement.

22. **Third Party Rights**

22.1 Unless expressly s
confer rights on an
Third Parties) Act 1

of this Agreement is intended to
accordingly the Contracts (Rights of
s Agreement.

22.2 Subject to this Clau
transferee, success

all continue and be binding on the
Party as required.

23. **Notices**

23.1 All notices under th
if signed by, or on
notice.

writing and be deemed duly given
sed officer of the Party giving the

23.2 Notices shall be de

given:

23.2.1 when delive
registered m

ier or other messenger (including
ss hours of the recipient; or

23.2.2 when sent,
transmission

mile or e-mail and a successful
s generated; or

23.2.3 on the fifth
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g mailing, if mailed by national

23.2.4 on the tent
postage pre

g mailing, if mailed by airmail,

In each case notice
address, or facsimil

o the most recent address, e-mail
other Party.

24. **Entire Agreement**

24.1 [Subject to Claus
agreement between
be modified except
representatives of t

Agreement contains the entire
t to its subject matter and may not
ing signed by the duly authorised

24.2 Each Party acknow
on any represent
innocently or neglig

to this Agreement, it does not rely
ance or other provision (made
y provided in this Agreement.

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25. **Counterparts**

This Agreement may be executed by one or more Parties to it on separate occasions. Each copy shall be an original, but all copies together shall constitute one and the same instrument.

number of counterparts and by the Parties when so executed and delivered together shall constitute one and the same instrument.

26. **Severance**

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

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

27. **Law and Jurisdiction**

27.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with this Agreement (including its interpretation, performance, breach or termination)) shall be governed by, and construed in accordance with, the law of England and Wales.

all matters and obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

27.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including its interpretation, performance, breach or termination) shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996. The arbitration shall take place in London, England and the arbitration shall be governed by the rules of arbitration set out in Schedule 1 to the Arbitration Act 1996.

claim between the Parties relating to all matters and obligations arising out of or in connection with this Agreement shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996. The arbitration shall take place in London, England and the arbitration shall be governed by the rules of arbitration set out in Schedule 1 to the Arbitration Act 1996.

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

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

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Project Specification

<<Insert Project Specification>>

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Acceptance Tests

<<Insert details of Acceptance Tests

Acceptance Retests

<<Insert details of Acceptance Retests

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E

Project Fees

<<Insert details of Project Fees>>

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Third-Party Software

<<Insert details of Third-Party Software>>

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

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

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1. Data Processing

Scope

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

Nature

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

Purpose

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

Duration

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

2. Types of Personal Data

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

3. Categories of Data Subject

<<List the categories of data subject to be processed>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 12.5.2>>.]

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