

Website  
Design &  
Development  
Service  
Contract

# Summary

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

## So, in short;

"You", the named signatory to this agreement, are hiring "us", O'Brien Media Limited, who's registered office is at The Innovation Centre, PO Box 4096, Swindon, Wiltshire, SN5 1DE (Registered in England and Wales number: 07874512) to design and develop a web site or provide consultancy services for the estimated total price as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us, in accordance with our privacy policy at [obrienmedia.co.uk/privacy](http://obrienmedia.co.uk/privacy).

# GETTING DOWN TO THE NITTY GRITTY

## Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (colour, texture and typography.) We call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. We'll share a development site with you and we'll have regular, possibly daily contact.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking you'll pay us in full for the time we've spent working with you until that point and terminate this contract.

This contract includes one main design plus the opportunity for you to make up to two rounds of revisions.

## Text content

Unless agreed separately, we're not responsible for inputting text or images into your content management system or creating every page on your website. We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we can provide a separate estimate for that.

## Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

## HTML, CSS and JavaScript

We deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

## Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed

separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in:

iOS 9: Safari, Google Chrome

Android: Google Chrome on Android Emulator

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

## Technical support

You may already have professional web site hosting; you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you on our own web hosting platform, this will be invoiced at the rate agreed and invoiced monthly or yearly in advance.

Whilst we are not a web site hosting company we do have a lot of experience hosting websites and will provide technical support for any website hosting and email services provided by us during normal working hours. Separate website hosting and domain name registration contracts cover the provision of these services.

## Search engine optimisation (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines. If you have specific SEO objectives we can provide a separate estimate for that.

## Meetings

We tend to find that in most cases meetings aren't required for smaller projects, however if you require any meetings we will be happy to accommodate you at one of our office locations. Meetings will be charged at our standard hourly rate unless otherwise agreed in writing. If you require an off-site meeting at your location, or a location of your choice, travel time and expenses will also be payable and we can provide a separate estimate for that.

## Changes and revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

Where the project is a new or redeveloped website, the estimates/quotations provided are based on the time that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. If you want to add things to the project that's fine, we'll provide you with a quote for the work based on our standard hourly rate. Along the way we might ask you to put requests in writing so we can keep track of changes.

## Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

## Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you plus the visual elements that we create for it. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

## Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

## Payment schedule

We're sure you understand how important it is, as a small business, that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

Where the project is a new or redeveloped website, payment of 50% of the initial quoted project cost is required prior to starting work on your project, with payment of the remaining balance due on completion prior to the website being made live and any documentation and usernames and passwords for the site being handed over. Any additional billable items will be due within 7 days of the invoice date unless otherwise indicated on the invoice we issue to you.

Where we are providing consultancy services we may, at first, ask for payment in advance based on our estimate for the work you need us to carry out and after we've been working together for a while we may offer you the ability to pay within 7 days of the invoice date.

We will require payment by Direct Debit for any website hosting and domain name registrations that are provided on a yearly, quarterly, or monthly renewal basis.

## But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our written permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

## The dotted line

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**Signed on behalf of  
the Customer**

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**Signed on behalf of  
O'Brien Media Limited**

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Note: This contract can only be signed by an individual, either on their own behalf or on behalf of a business. By signing above, you are digitally signing this contract. Digitally signing this contract is just as binding as a manual signature in accordance with the Electronic Communications Act 2000 and The Electronic Signatures Directive (99/93/EC).