

Web Development, Design, and Services Contract

*Between Scattershot Creative and **CUSTOMER***

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 short:

You **CUSTOMER**, located at **ADDRESS** ("You") are hiring me, Colin Thurston – trading as Scattershot Creative ("We or Us") to:

- **WORK**

The estimated total fee is **TOTAL**, as will have been outlined in our previous correspondence.

Additional costs, usually of the recurring variety (such as for hosting or maintenance) are not included in this estimate. If necessary, they are outlined in the payment schedule towards the end of this contract.

We have also agreed a launch date of **DATE**.

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 and 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.

The rest of this contract

We've included details and explanations of all our services from the next page onwards. Please note that the final page of this contract needs to be signed.

DESIGN & DEVELOPMENT

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 predominantly use 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).

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Dropbox or Google Drive folder or 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.

Content

If you have a pre-existing website with text and image content, we will migrate this to your new website (unless you indicate otherwise) laid out in a format appropriate to the design. Unless agreed separately, we're not responsible for inputting new content on your website.

We offer on-going maintenance 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.

HTML, CSS, JavaScript and PHP

We deliver web page types developed from HTML markup, CSS stylesheets for styling, and unobtrusive JavaScript for feature detection, poly-fills and behaviours. If we are using a content management system for your website this will use PHP, and we will use PHP in our code to provide and customise functionality.

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) and Mozilla Firefox. 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 Safari and Google Chrome on iOS 9, and Google Chrome on Android.

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

Technical support

Lifetime technical support, specific to the service provided, is included in our estimate. Thus, if we are designing your website we will happily provide technical support should our code misbehave somewhere down the line. This support is limited to issues arising specifically and solely from our work.

Where alterations made by you or third parties lead to a request for support from us, we can provide a separate estimate for that – either prior, or post investigation of the issue if causes were not immediately known. Should you choose not to continue with any resolution offered after investigation, or in the unlikely event that we are unable to offer any resolution, you agree to pay for our time spent investigating the issue.

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 and we carry out a range of SEO techniques to improve the look and functionality of your website in search results and on social media.

Launch date

We like to set a launch date so that each of us have a clear idea of when the website is set to go live, and so that you are able to plan for marketing or other housekeeping around this date. If circumstances require a change this date, by either party and for any reason, notification of this must be sent no fewer than 7 days prior to launch.

Changes and revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the type of work and the number of hours that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind about any aspects of the design or add anything new, that won't be a problem as we'll provide a separate estimate for those additional hours.

Moderate changes will always be covered by our initial estimate, and we also offer a grace period for maintenance post launch (outlined later in this contract). With that said, some examples of the kind of work we'll need to provide a separate estimate for are:

- Designing a new layout or significantly altering the colour scheme.
- Recreating or significantly modifying logos and/or graphics.
- Replacing more than 75% of the text to any given page.
- Creating a new navigation structure.

HOSTING & DOMAINS

Our hosting

We offer professional website hosting on our shared platform. You are agreeing to an initial 12-month term of service from the date of the first payment, or from an otherwise agreed date.

This contract will then automatically renew for successive 12-month periods unless cancelled in writing. All payments are taken by Direct Debit, and we will provide instructions for how to set up this up.

Hosting provided by us must only be used for lawful purposes, and only for the purposes of hosting your website – of course allowing for related services such as email. Examples of uses falling outside of this include:

- File storage and/or data backup unrelated to the running of your website.
- Running additional websites as add-ons/subdomains without consent.

Our hosting is not limited by storage or bandwidth, is regularly backed up, and offers a wide range of features. Further technical information is available on request.

Domain services

If you're letting us handle your domain name(s) for you they will be registered under our name and to our current business address (handily protecting your details) and will therefore belong to us.

With that said, we are happy to transfer-out your domain name(s) on request, to another provider of your choosing, at any time. Please note however that there can be no return of any payment made for the registration, transfer-in, or renewal of your domain – as these are costs that we cannot recover.

Email services

As part of our hosting services we are happy to set up, and assist you in the configuration of an unlimited number of email addresses, with no limit to mailbox storage space. You will have provided us with details of this prior to signing this contract so that any necessary addition to our estimate can be made.

Adding further email addresses at a later date is no problem and we can provide a separate estimate for that. Whilst we don't charge a 'per address' rate, our estimate covers set up time and technical assistance during set up.

Working with your existing hosting

We're quite happy to work with your existing hosting provider and package as long as it can meet the minimum technical specification required by us to carry out our work. Full details of this are available on request, but as a start we'll need full cPanel and FTP access to your web hosting.

If your web hosting service's operating system is not a standards-compliant system, your website may not work. We're happy to provide you with hosting should this be the case, and we can provide a separate estimate for that.

TRAINING

Content management

We love to teach! If we're going to train you in managing and updating your website as part of our work this means remote training (using screen sharing and/or VOIP software) for up to 10 hours. During this time we will guide you through basic processes such as:

- Editing existing content on your website.
- Adding new content to your website.
- Managing navigation menus.

As well as more advanced processes, including:

- Interacting with and managing unique functionality (membership systems, online retail).
- Linking your website with your social media accounts.

If you ask us to train you on-site, at your location, you agree to pay our travelling costs, including overnight costs as necessary. Additional training requirements, whether remote or local, above 10 hours are absolutely possible and we can provide a separate estimate for that.

Other kinds of training

When our estimate includes provision for training in matters other than content management, whatever they may be, the same basic parameters apply as above (unless we've agreed otherwise). That is, up to 10 hours remotely, or on-site with costs of travel.

MAINTENANCE

Grace period

This contract includes minor project maintenance over a 14-day period from the launch date. This includes updating links and making minor changes to a sentence or paragraph. It does not include rewriting copy or making significant alterations to the design, look, or feel of the website.

See 'Changes and revisions' in the 'Design & Development' section of this contract (above) for more details on the kind of changes we'd need to provide a separate estimate for.

Monthly maintenance contracts

We offer maintenance contracts, payable on a monthly basis and with a minimum 12-month term. These have a flexible approach to pricing based on the amount of changes and additions you believe your website will need.

This is a 'flat rate' contract payable whether changes and additions are subsequently requested or not; but the good news is that we're fine record keepers and are happy to review the suitability of your pricing towards the end of every 12-month term.

Much like our hosting services, this contract automatically renews for successive 12-month periods unless cancelled in writing. All payments are taken by Direct Debit, and we will provide instructions for how to set up this up.

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.

Phew.

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.

Blimey.

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, are available under appropriate public licenses, or that 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're happy to provide you with source files and finished files and we will retain a copy of these for no less than 12 months from the date of this contract. 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:

Description	Amount	Payment Date

We issue invoices electronically. Our payment terms are 7 days from the date of invoice by BACS or the SWIFT international payments system. All proposals are quoted in GBP (£) and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 8% per month or part of a month.

But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's 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

Signed by <i>Colin Thurston</i>	Signed by
On behalf of <i>Scattershot Creative</i>	On behalf of
Date:	Date:

Everyone should sign above and keep a copy for their records.

This contract is based upon the Contract Killer by Stuff & Nonsense (<https://gist.github.com/malarkey/4031110>), with extracts taken from the Design Contract (<https://www.docracy.com/7457/design-contract>), the Independent Contractor Agreement (Developers) (<https://www.docracy.com/5549/independent-contractor-agreement-developers->), and the Basic Hosting Agreement (<https://www.docracy.com/0zys5gnlpb1/basic-hosting-agreement>).