



Website Development / Design Project Contract

1. Authorisation

The above-named client (hereinafter referred to as "client") is engaging with Alex Burrows trading as Alex Burrows Design as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published to the Client's Web Host or to Alex Burrows Design's Host.

2. Development

This web design project will be developed using XHTML 1.0 Transitional and CSS 2.0, it may also include Javascript, PHP and MySQL. The web design project will be developed under the W3C Standards.

Compatibility

The web design project will be developed to work in:

- Mozilla Firefox 3+
- Internet Explorer 7+

3. Copyrights and Trademarks.

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Alex Burrows Design for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Alex Burrows Design and its subcontractors from any liability (including legal fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the client.

All development work including scripts produced as part of the Web Design Project by Alex Burrows Design remain copyright to Alex Burrows Design. Work produced by Alex Burrows design may not be used or reproduced in other websites, publications or other material unless a) a signed agreement is produced by Alex Burrows Design giving authorization for such reproduction and/or b) the initial agreement and quote authorizes such use.

All design drafts, mockups or demonstrations remain the property of Alex Burrows Design until they are purchased by the client at the agreed price. They may not be reproduced or redistributed without the permission of Alex Burrows Design.

4. Web Site Maintenance

This agreement allows for minor web site maintenance to pages for the lifetime of your web site at a specific update fee, with the Client being billed on an hourly basis. This fee will be outlined in a quotation, but will not be limited to the price shown in the event that work continues beyond the specified amount of time. The fee covers up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph, however depending on the complexity of work, this may vary.

In the event that Alex Burrows Design makes an error which needs to be corrected, the quoted hourly fee may not be honored. Such possibilities will be discussed at the time of quotation, and the agreed fees specified in the quotation should always be paid at the specified time.

'Minor updates' do not include major page reconstruction, new pages, guestbooks, blogs, forums, navigation structure changes, template changes or attempted updates made by the client that has resulted in a site error.

Any updates required to the site unless otherwise stated in the monthly retainer will be charged at a rate specified at the time of quotation for standard updates (e.g. changing text on pages).

Any programming development required (e.g. adding a news section) will be charged at a rate specified depending on the type of work required by the client at the time of quotation.

On occasions that the client requires 'advanced coding' to be produced, such work may be outsourced to a freelance programmer and a quote will be given at how much the programmer is charging, this will then be sent to the client before the programmer can commence work. A deposit must be received by Alex Burrows Design, at a rate specified at the time of quotation, before this work can commence.

All work is time-sheeted and logged.

5. Completion Date

Alex Burrows Design and the client must work together to complete the web design project in a timely manner. Alex Burrows Design agrees to work expeditiously to complete the Web Design Project to the deadline set, however in some cases the project may fall behind due to a number of factors, which may include bugs within the website or a situation on the client's part.

If the client does not supply Alex Burrows Design with complete text and graphics, or content for this web design project within 45 days of the effective date of this agreement, the entire specified deposit shall be retained by Alex Burrows Design as liquidated damages and the contract shall become null and void, at Alex Burrows Design's option, unless the web design project is canceled in writing by the Client prior to 45 days of the effective date of the agreement.

6. Third Party Plugins

If a piece of software is installed on the website such as a add-on from a piece of software and it causes the site to not function correctly and errors occur then Alex Burrows Design cannot be held responsible, and the 3rd party software must amend their plugin so that it is fully functional with what is on the site. However if the client wants this repaired by Alex Burrows Design, then a quote will be given in order to carry out this and then the client will be charged for this work to happen.

7. Project Delivery

The final web site design project will be published to the Client's Web Host or to Alex Burrows Design's Web Host, upon receipt of final payment or delivered via DVD upon the receipt of full payment.

The Web Design Project is developed on Alex Burrows Designs' web server space.
(<http://www.development-test.co.uk/clientsname>)

8. Warranty

The website will be warranted for 14 days after launch, if the site stops working or functions correctly within these 14 days then they will be fixed free of charge, however if the site stops functioning due to a user error within the 14 days then this will be reviewed and may be charged at the hourly rate. Once the 14 days are up and the site stops working or functioning correctly then changes to rectify this will be charged at an hourly rate, unless a monthly support contract is taken out where this will be included as part of the contract.

9. Web Hosting

The client can take hosting out with Alex Burrows Design. All hosting is hosted by Alex Burrows Design's affiliate CactusNetGroup dba Cactus Internet, which supplies all the space, bandwidth and software required to host the client's site.

Hosting is charged at a rate specified at the time of the quotation depending on the client's needs.

Each web design project comes with hosting free for a year.

The client will be notified 30 days before their package is due to expire. From the expiration date the client then has 30 days to make the payment of the outlined amount.

A fee of £75 will be charged to re-upload your website and re-establish all databases in order to run the site, from when it was taken offline.

Alex Burrows Design or its affiliates will not be held legally responsible for any business lost during this downtime caused by the client's failure to pay.

All sites hosted by Alex Burrows Design and its partner, CactusNetGroup dba Cactus Internet are subject to the conditions outlined by both parties. To view the full Terms and Conditions of CactusNetGroup dba Cactus Internet go to:

<http://cactusinternet.com/about/legal/>

CactusNetGroup dba Cactus Internet reserves the right to suspend or interfere with a website which it reasonably believes to violate its terms and conditions.

10. Electronic Commerce Laws

The client agrees that the client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the web design project or any other services contemplated herein, and will hold harmless, protect, and defend Alex Burrows Design and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

11. Web Design Project Copyright

Alex Burrows Design will own copyright to the finished web design site produced. The Client will be assigned rights to use the web design project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. Alex Burrows Design and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All web design projects may contain a copyright/legal statement. All web design projects will include a link to Alex Burrows Design's Web Site.

12. Payments

Payments must be made promptly based on the terms of this Web Site Design Project. Web Design Projects will not commence until Alex Burrows Design has received the deposit required at the time of quotation, which cannot be refunded once the web design project commences unless otherwise specified.

Alex Burrows Design reserves the right to remove any web design project from viewing on the Internet until final payment is made. All final payments are to be made within 30 days after completion and approval of the web design project by the client. In case collection proves necessary, the client agrees to pay all fees (including all legal fees and court costs) incurred by that process. This agreement becomes effective only when signed by Alex Burrows Design.

Adding of Meta Tags (Description and Keywords) and the submission of the web design project to web search engines and updating occur only after the full final payment is made, once this payment has been made and funds have cleared, the website will be made live, onto the server the client has chosen. All payments must be made in Pounds Sterling (GBP).

13. Change Notification

Once a project has commenced, any changes made to how the site will work or features will be chargeable at a quoted hourly rate which is added to the final amount. The web design project will be put on hold until this change has been agreed. If the client does not agree to the quote, the web

project can continue or be terminated. If the project is terminated the quoted deposit will be kept as liquidated damages.

14. Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither Alex Burrows Design, nor any of its suppliers, warrants that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will Alex Burrows Design be liable to the client or any third party for any damages, including, but not limited to, service interruptions caused by acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, you or your site visitor's computer or Internet software, even if Alex Burrows Design has been advised of the possibility of such damages.

Alex Burrows Design or its partner, CactusNetGroup dba Cactus Internet will not be held responsible for downtime on any hosting. Both parties cannot be held responsible for any losses made during a period of downtime, irrespective of length or the circumstances.

If Alex Burrows Design and its partner, CactusNetGroup dba Cactus Internet does not host the site and downtime occurs, then Alex Burrows Design or its affiliates will not be held responsible.