

## Agreement for website services

Date: [date]

Between us: **KreativeInc. Agency** (“we”, or “contractor” in this document)

And you: [client name] (“you” or “client” in this document)

### Introduction

We pride ourselves on being helpful and flexible, but it’s a good idea for us to have an agreement on paper so we both know what to expect. We believe agreements like this should be easy to understand, so we’ve made sure this one uses clear language.

Having said that, if anything is unclear, ask us. We’ll be happy to clarify.

### Project summary

You ([client name]) are hiring us (**KreativeInc**) to [assignment] for the total price of £[total] as described in our previous communications.

### What do we both agree to do?

As our client, you agree:

- You have the power to enter into this contract on behalf of your organisation.
- To provide me with everything I need to complete the project, when I need it.
- To review my work, provide feedback and sign-off within agreed timescales.
- To stick to the payment schedule described at the end of this agreement.

As your contractor, we agree:

- We have the experience and ability to perform the services you need from us.
- We will carry this service out in a professional manner.
- We will respect the confidentiality of any information you give us.

## The service we provide to you

We will create website design, development and/or content for you and maintain your site as described in the *assignment details* section of this agreement.

We will deliver the website design as a PDF document or in a JPG format and the content as a Microsoft Word document for feedback. Once the design and content are agreed, we develop a fully functioning testing website for you. This will go 'live' once the testing website is signed off by you.

If your project involves complex web pages, we will include annotated screenshots or use clear descriptions so you can see where the elements and/or text should sit on the page.

## Changes and revisions

Most clients require us to make some changes to the work we do for them. That's fine. However, as this is a fixed-price agreement, we do have to limit the time we spend redesigning, redeveloping, rewriting and editing. This agreement therefore includes:

- Initial delivery of a complete staging site and/or first draft of text.
- Two subsequent rounds of changes, if required.

This only applies up to the point where you sign off our work, publish your live website and/or use the content on your live site.

**This bit's important.** Make sure you are completely happy with the work described in the *assignment details* section before you sign this agreement. The *assignment details* may not be changed once this agreement is in place and any edits or rework must take place within the scope of what's described there.

The reason for this is that changing the *assignment details* can create lots of extra work for us, particularly if we have already spent time on the project. This is not budgeted for in the cost we give you.

The main circumstances in which this situation is likely to occur are if you:

- Decide to redesign the structure of your website or the layout of the pages themselves. For instance, changing the site map or adding extra pages.
- Substantially alter the positioning, features or selling points of the products or services the text describes.

It is best for both of us if I don't start work until these items have been agreed.

## Copyright

When we have received full and final payment as described in this agreement, copyright of the work we produce is automatically assigned to you. You can then use the work however you wish.

However, until final payment is received, copyright of the work remains with us.

We love to show off our work, so we reserve the right to display and link to your completed project as part of our online portfolio. (The link may help your Google ranking a bit, so there's something in this for you too.)

## Deadlines

We believe in hitting deadlines, but we can only do this with your help. So we can't be responsible for a missed deadline if you have been late with a down payment, slow to supply materials or not provided feedback to agreed timescales.

We also want to make you aware that developing a website is a complex process with a variety of IT-related elements. We cannot be held responsible for delays due to unforeseen technical issues, such as Broadband outages or Software failure. We will however keep you informed if any such issues should occur.

We also can't be responsible for deadlines missed due to circumstances completely beyond our control, like family emergencies, floods, war, acts of god and so on.

If this agreement is signed and we have received your down payment by **[date]**, we will deliver a complete staging site and/or first draft copy within **[.] calendar weeks**.

Further changes will obviously take extra time. We can agree deadlines for those together, but we'll do everything we can to meet your needs.

## Payments

We make a living as a small business, so prompt payment is important to us. To help make sure we stay friends, you agree to stick tight to the following payment schedule:

The total cost of the work is:                   **£[amount]**

We will invoice for an initial down payment of **£[amount]** (50%) once this agreement has been signed. We won't start work until we receive this payment.

We will invoice for the remaining balance of **£[amount]** once the work has been completed.

If we have not received any feedback or comments within **two weeks** of submitting work to you (at any stage - the initial staging site, draft or subsequent edits), we will assume you are happy the work has been completed and will invoice for the remaining balance.

We're not registered for VAT and our payment terms are 14 days. Please pay on time!

## **Cancelling this contract**

If you wish to cancel this agreement, we will retain your down payment and you may be required to make an additional payment to cover the work we've done. This 'kill fee' (not as dangerous as it sounds) will be based on the percentage of the project completed.

## **Legal stuff**

We will do our best to ensure all facts and statements in our work are true and that it doesn't infringe upon any copyright or other right of a third party.

However, we can't be liable to you, or any third party, for damages, including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages which arise regarding this assignment.

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

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed.

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

(Ok, that's the trickiest bit over with.)

## **Assignment details**

This section contains specific information about the work we're going to do for you.

If we sent you an initial proposal it's probably copied from that, but please read it carefully again. You can't be too careful.

### **The assignment**

[insert]

### **Important notes**

[insert any items specific to this piece of work]

### **Audience and tone**

[insert any items specific to this piece of work]

## Sign here, please

Here's the dotted line. By signing below, you agree to the terms of this contract.

**Contractor:**

Signed by: KreativeInc. Agency

**Client:**

Signed by: [name]

On behalf of: [company]

Signature:

Signature: .....

Date: .....

Date: .....

Make sure you keep a copy of this document for your records. We're looking forward to working with you.