

Fast Design Web Development and Design Contract

Company / Client: _____

Telephone: _____ Mobile: _____

Authorised Representative of the Client: _____

Address: _____

City: _____ County: _____ Post Code: _____

E-mail address: _____

Present WWW URL (if any): _____

FTP URL (if any): _____

FTP User Name: _____ FTP Password: _____

Terms of Agreement

1. Authorization

The above named client is engaging Kookoo Design trading as **Fast Design**, a sole trader, located at [REDACTED] as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on the client's web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be known as the "Client" and Kookoo Design trading as **Fast Design** will be known as the "Developer."

The Client will establish a separate contract with an Internet Service Provider (ISP) for hosting, or the Developer will establish one for the Client. The Client hereby authorizes the Developer to access this account, and authorizes the Host Provider to provide the Developer with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2. Standard Hosting Service

It is agreed that this account will be hosted by 1&1 Internet Limited. In the opinion of the Developer this Host Provider offers superior service and affordable value. The Developer will secure this account on behalf of the Client. We offer the Client the ability to secure an account independently. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Developer to secure and maintain this account.

Please note: Using an alternate host is always an option for the Client. Should the Client desire to use a Host Provider other than 1&1 Internet Limited, the name of the host provider and the terms of the hosting agreement will be listed in Appendix A.

3. Domain Registration

The Developer will secure a domain name for the Client at the Client's request and with the Client's approval. All charges incurred in doing so are included in the fixed price contemplated by this agreement.

If the Client already has a domain name and/or hosting, the Developer will coordinate redirecting the address to the new host. Should the Client desire a specific domain name which is already owned by another party and negotiations for said domain name must be undertaken by the Developer, additional charges may apply. The Client will be contacted in advance before any negotiations of this nature are undertaken or charges are incurred.

4. Training

The Developer will provide e-mail assistance to the Client's designated representatives regarding management of the Client's web site. Sometimes, however, training for groups on-site at the Client's place of business is desired. If this is desired the charges incurred by the Client for training and the details of what will be provided will be listed in Appendix A of this agreement.

5. Base Package / Graphic Creation / E-mail

This agreement contemplates the creation of standard branding web pages with layout and graphic creation included, the maximum number of which is set out in Appendix A. This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by 1&1 Internet Limited if that is the host chosen by the Client.

6. Text

Final text should be supplied by the Client unless otherwise specified in Appendix A.

7. Links

This agreement contemplates up to an average of 12 external or relative links per page and an e-mail response link on each web page to any e-mail address the Client designates.

8. Cross Browser Compatibility

Our agreement contemplates the creation of a web site viewable by Firefox, Mozilla, Netscape 6+, Microsoft Internet Explorer 5, 5.5, 6, 7, & 8, Opera, Safari and all other major standards compliant browsers. Compatibility is defined herein as all critical elements of each page being viewable in these browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the fixed price of our agreement.

9. Graphic Creation / Banner Advertisements

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes a basic logo, buttons, layouts and photography as listed below. This contract does not contemplate, however, the creation of banner advertisements, branding logos or flash objects. Should the Client need animated banners or flash objects the charge will be listed in Appendix A.

10. Photography

For Client's residing in the Thetford region (including but not limited to Norwich, Cambridge, Bury St Edmunds, King's Lynn, Swaffham and Diss), the Developer, or persons or company appointed by the Developer will, with the permission of the Client visit the Client's place of business and capture images in digital format for inclusion on the Client's web site. Photographic retouching of these images is included in this agreement. If photographic capture is necessary and the Client's place of business resides outside the Thetford region then travel costs will be incurred as set out in Appendix A..

11. Logo

A logo to be used for anything other than the Internet (e.g. print media, broadcast media) is classed as a '*branding logo*'; this incurs a graphic design fee dependant on whether logo is for a business, corporation, non-profit organisation or club. Any logo fee will be set out in Appendix A.

12. Page Redirection / Plug-in Technology

Java Script programming necessary to complete the Client's site is included in the base price of this contract. JavaScript programming also includes page redirection based on the presence or absence of a viewer's browser, plug-in, screen resolution and platform. Note however, that if additional pages are necessary to accommodate specific browsers, plug-in technology, screen resolutions, or platforms additional charges may apply if the page maximum contemplated by our agreement is exceeded.

13. Java Applets / Flash Technologies

This agreement does not contemplate the use of Java Applets or Flash Technologies unless specified in Appendix A. Clients are encouraged to not use Java Applets or Flash Technologies as many viewers Online will be served an error when trying to view the page. Content included in or created by Java Applets or Flash Technologies may also be excluded from indexing my search engines, limiting the visibility and effectiveness of the Client's web site.

14. CGI / Perl

This contract contemplates one basic form embedded on the Clients web site with the data captured in each form delivered to the Client at the Client's specified e-mail address, if required. If a specific script beyond this capability is requested by the Client and it must be purchased by the Developer at the Client's request, the charge for the script, if any, will be billed back to the Client.

15. E-commerce

This contract contemplates the *possibility* of an e-commerce enabled site. If a shopping cart is required for the Client's site, 1&1 Internet Limited will be the host. The charges for the shopping cart will be listed in Appendix A as an addition to the base price of this agreement.

16. Secure Certificate

This agreement contemplates the *possibility* of an e-commerce enabled site. If the Client selects an e-commerce enabled site, the Client is encouraged to obtain a secure certificate for online transactions. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited. Alternatively we can provide a shared SSL certificate but again design capabilities on the shopping cart itself may be limited.

17. Merchant Account

If the Client's web site requires the ability to accept credit cards, the Client will need a Merchant Trading Account. The Client understands that any charges necessary to secure the Merchant Trading Account are not covered by this agreement.

18. ASP / ASP.NET / PHP

This agreement does not include a provision for using Microsoft ASP, ASP.NET or PHP technology. Any charges applicable to ASP, ASP.NET or PHP are in addition to the base price of our agreement and will be listed in Appendix A.

19. Databases

This agreement does not include a provision for the creation of a database unless specifically listed in Appendix A. If your site requires a database the charges for such will be listed in Appendix A.

20. Payment Terms / Work Flow

A minimum deposit of one third (33.3%) of the total amount is required to commence work.

Once the first deposit is received by the Developer, the necessary hosting and domain name will be secured and a basic site design concept will be made available for the Client's viewing and approval within a reasonable timeframe. There will be a maximum of 3 concepts made available to the client. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs.

Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin, and the second third (33.3%) of the total amount will be paid.

Clients should continue, however, to continually view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining third (33.3%) balance plus any additional charges incurred will be due within thirty (30) business days after delivery of this e-mail or letter and invoice. Once this final payment has been received by the Developer the site will be transferred to the Client's hosting server and the 12 month free maintenance period will commence.

If the thirty (30) day minimum is not met an additional charge of 10% of the total contract value is due. The Developer reserves the right to remove all web content from the Internet if payment is not made within forty-five (45) days after delivery of our completion notification. Most frequently, problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

21. Client Amends

The Developer prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Clients specification, we must count it as extra design work.

Some examples of significant page modification at the request of the Client include:

- Developing a new layout structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company header / logo graphic at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Clients request.
- Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an agreement which exceeds the page maximum, or choose one of our packages with a higher page maximum. If significant page modification is requested by the Client after the page maximum has been reached a charge will be levied for each additional page. This charge is set out in Appendix A. Moderate changes to existing pages, however, will always be covered during our development of the site and also covered by our 12 months free maintenance agreement.

Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We cannot, however, provide major redevelopment services in excess of the page maximum contemplated by this agreement.

22. Maintenance Agreements

Twelve (12) months of free maintenance is included in the package price. The number of moderate updates available to the client is set out in Appendix A. Moderate updates include such things as changing price to an item, adding additional inventory, making moderate text/graphic changes, and coordinating delivery of the web site with the Host Provider.

The 12 month period will start on receipt by the Developer of the final payment for the work.

23. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. Note however, that if the Client or an agent of the Client other than the Developer attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, and the Developer is engaged to resolve any problems arising, the time to repair the web pages will be assessed at an hourly rate of £27.50. There is a one hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement after the expiry of the initial 12 month free maintenance period.

24. CD/DVD Burning

The Developer will burn one copy of the Client's web site into a CD/DVD at the Client's request upon completion of the site. Additional copies of the CD are available for £5 each.

25. Search Engine Registration

The Developer will optimise the Client's web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to each of the free major search engines and directories including Google, ODP and MSN. The Developer cannot guarantee a particular ranking on any search engines.

The Developer will also identify relevant free directories in which to register the Client's site. These directories will aid the Client's customers in finding the web site and may improve rankings on search engines.

26. Assignment of Project

The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project. When subcontracting is required, the Developer will only use industry recognized professionals.

27. Additional Expenses

The Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request
- Purchase of specific photography at the Client's request
- Purchase of specific software at the Client's request

28. Copyrights and Trademarks

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site 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, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

29. Age

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract on behalf of the Client.

30. Limited Liability

The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, warez, piracy, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

The Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornography or warez web site for the Client. The Developer reserves the right to determine what is and is not pornography.

31. Indemnification

The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees associated with the Developer's development of the Client's web site. This includes Liabilities asserted against the Developer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

The Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

32. Laws Affecting Electronic Commerce

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

Client also understands that the Developer cannot provide legal advice.

33. Ownership to Web Pages and Graphics

License and Copyright to the finished assembled work of web pages produced by the Developer, and the graphics, shall be vested with the Client upon final payment for the project.

This license gives the Client the right to use the elements designed for their web site as a whole. The client cannot re-sell the web pages, design, source code or layout. The Client may add new pages to their site but each new page must contain the original source code and follow the same design structure as the rest of the site.

The Developer will retain a copy of the finished work to act as an off-site back-up for the Client and to aid in the maintenance and further development of the site at a future date. The Client can request, in writing, that this copy is destroyed if not desired.

34. Design Credit

Client agrees that the Developer may put a by-line on the bottom of their web site establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

35. Nondisclosure

The Developer its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

36. Client Referral Commission Program

The Developer recognizes 'word-of-mouth' advertising as our most favourable method of developing new business. As such, we want to reward customers who are pleased with our work and refer us to another individual, business, or organization.

If you refer our services to another party and we ultimately establish a contract with that party, we will provide you, the Client, with six months of free maintenance service, in addition to the 12 months free maintenance period. For Clients who regularly help us attract new clients, this can result in a virtually free Maintenance Agreement.

37. Completion Date

The Developer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable.

1. The Developer agrees to have an initial web site concept presented to the client no later than:

2. We agree to have an initial web site concept agreed upon no later than:

3. We agree to work expeditiously to complete this project no later than:

38. Cancellation

Cancellation of the project at the request of the Client must be made by recorded mail. In the event that work is postponed or cancelled at the request of the Client by recorded mail, the Developer shall have the right retain the original 33.3% deposit.

Cancellation of the project at the request of the Developer must be made by recorded mail. In the event that work is postponed or cancelled at the request of the Developer by recorded mail, the Developer shall give up the right retain the original 33% deposit.

39. Arbitration

Any disputes in excess of £500 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Small Claims Court or a mutually agreed upon Arbitrator suitor. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable legal fees and legal interest on any award or judgment in favour of the Developer.

40. Entire Understanding

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details of our agreement will be attached as Appendix A.

Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the United Kingdom.

On behalf of the Client: _____

Date: _____

On behalf of the Developer: _____

Date: _____

Thank you for choosing Fast Design