**Legal Contract Template**

Dated: 12/05/2010

Between us Martin Bullivant Fine Art Ltd. (T/A Ginger Graphic Design)

And you \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please print in capitals)

**Summary:**

We will always do our best to fulfill your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong.

In this contract you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. There is no ‘small print’.

We do want what's best for the safety of both parties, now and in the future.

**In short:**

You \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are hiring us ­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the estimated total price of £\_\_\_\_\_\_\_\_\_\_

As outlined here and if applicable in any previous correspondence.

Of course it's a little more complicated, but we'll get to that.

1. **What do both parties agree to do?** 
   1. As our customer, you are saying that you have the power and ability to enter into this contract on behalf of your company or organisation.
   2. You agree to provide us with everything that we'll need to complete the project including text, images and other information as and when we need it and in the format we ask for.
   3. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and we will both be bound by any dates that we set together unless we agree in writing beforehand to move them.
   4. You also agree to stick to the payment schedule set out at the end of this contract.
   5. We have the ability to perform the services you need from us and we will carry them out in a professional and timely manner.
   6. On top of this we'll also maintain the confidentiality of any information that you give us.
2. **Getting down to the nitty gritty**

*Design*

* 1. We'll create designs for the look-and-feel, layout and functionality of your web site. We will show you up to three different designs; you understand that by ‘designs’ we both mean the overall complete appearance of the site, which includes colours, layout, fonts and all the things that make for that design. (To see more about what is meant by design, see the notes at the end).
  2. You have understood that once a design is signed off, Ginger Graphic Design reserves the absolute right to say that changes to the design cannot be made.
  3. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions.
  4. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions. We may also cancel the contract at this stage.
  5. In the event of a cancellation, you will have the option to within that pre-agreed fee acquire the intellectual property rights to any graphics, flash animations or other artwork designated as being part of the design of a website, but no rights pertaining to access to nor any use of any source code will be transferred by us or acquired by you, nor do any rights pass to you pertaining to non-web based media such as logos in eps, native .ai, psd, png, gif, jpg or other formats, (including draft proofs as pdf files sent by any means, electronic or otherwise).
  6. If you request or agree to use of a pre-designed template design sourced from a 3rd party, you understand that there may be limitations as to changes that can be made to that design, and accepting the template design means that Ginger Graphic can offer no guarantees to customize or amend the design once it has been signed off.

1. **Browser compatibility**
   1. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we get the most from them.
   2. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.
   3. For people using Microsoft Internet Explorer 6 (IE6), this means no promises as to layout, unless it is expressly agreed in writing that fixes will be put in place for this browser. If you did not request that we specifically make your site work in IE6, it might not.
   4. We do not test old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified.
   5. If you need us to consider these older browsers, we will charge you a fee agreed in advance.
2. **Text content** 
   1. We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge a fee to be agreed in advance. Please note that if your field of business requires special knowledge or expertise (which is just about every field of business) it may be necessary for Ginger to sub contract the work to copy writers. You will be informed in advance if this becomes necessary and no charges will be incurred by you without your written permission in advance.
3. **images**
   1. You will supply us with any required photographs either in digital or printed format.
   2. If you choose to buy stock photographs we can suggest places to buy stock photography.
   3. Any time we spend searching for appropriate photographs will be charged at £\_\_\_\_\_\_\_per hour.

1. **Changes and revisions** 
   1. We don't want to limit either your options or your opportunities to change your mind. But continual change is not good for your website, our workflow or anyone’s patience. The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve.
   2. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. But it will be necessary to agree a price in writing beforehand.
2. **Technical support** 
   1. 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 with our preferred, third-party hosting provider.
   2. We will charge you a one-off fee for installing your site on the server, and for installing any script for Google Analytics
   3. We are a web site hosting reseller and include with this contract \_\_\_\_\_\_ hours of technical support for web site hosting, email or other services relating to web site hosting without further charge. If you need more hours than that you will be charged £\_\_\_\_\_\_\_\_ per hour.
3. **Disclaimers & stuff - it has to be here.**
   1. We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost data, profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.
   2. 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.
4. **Copyrights** 
   1. You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by you, or that you have permission to use them.
   2. When we receive your final payment, copyright is automatically assigned as follows:
      1. You own the graphics and other visual elements that we create for you for this project.
      2. We'll give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files we used to make them. If we still have them we will try to help, but we can’t promise to have copies-and if we have to supply them there will be a charge of £40 for a one off simple file copy, or, if the request is more complex, we will charge you £45 per hour.
      3. You also own text content, photographs and other data you provided, (unless someone else owns them). We own the markup, CSS and other code and we license it to you for use on only this project.
   3. We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.
5. **Payments** 
   1. We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly.
   2. As we're also sure you'll understand, you agree to stick tight to the following payment schedule; you understand that failure to make a payment will result in no further work on the contract being carried out, and any non-compliance with the terms of the contract by either Ginger or you shall grant to either party an option to deem the contract to be breached and that both parties will in those circumstances be released from their future obligations.
6. **Payment Schedule:**

|  |  |
| --- | --- |
| **Stage 1:** We will discuss your requirements and agree the job | You will pay, upon completion: £­­­­­\_\_\_\_\_\_ |
| **Stage 2:** We will show you up to three designs. You will choose one, and sign it off as agreed. Revisions to the design will only be considered subsequently if formally agreed in writing by both parties at this point. | You will pay, upon completion: £­­­­­\_\_\_\_\_\_ |
| **Stage 3:** We will if formally requested at Stage 2 undertake up to 2 (two) rounds of revisions. | You will pay, upon completion: £­­­­­\_\_\_\_\_\_ |
| **Stage 4:** We will deploy the site to web space of your choice. | You will pay, upon completion: £­­­­­\_\_\_\_\_\_ |
| **Total due** | £­­­­­\_\_\_\_\_\_\_\_ |

1. **The small print –its here-just not small. Because we aren’t trying to hide it.** 
   1. Just like a parking ticket, you can't transfer this contract to anyone else without our permission.
   2. This contract stays in place and need not be renewed.
   3. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.
   4. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the Jersey Courts.

……………………………

Signed by and on behalf of Ginger Graphic Design

Name (print) …………………………………...

Date……./…../………

Signed by and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print) ……………………………………

Signed ……………………………………

Position in organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date……./…../………

Everyone should sign above and **keep a copy of this contract** for their own records.

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**Notes:**

Explanatory notes for Page 2 , “What is meant by ‘the design’**.**

**It is necessary to be absolutely clear on this point:**

Like many words, the word ‘design’ has a general usage, but a specific meaning in this contract. In this contract, the ‘design’ means the layout, structure, colours, fonts, features and functions of the web page as it appears on a monitor, along with the background source code in numerous files that enable that appearance and functionality.

How the page looks is the ‘design’. What you put in is your *content*.

1. For example, the fact that a page has a menu that is vertical ***is*** part of the design.
2. The ***words*** in the menu can be changed and are ***not part of the design***.
3. But the ***font*** used, and the ***colour*** of the font, and how it changes ***colour*** or ***other appearance*** when you move the mouse over it ***is part of the design.***
4. It may help to look at it this way:

* Anything you ***can*** change or edit using the Content management System ***is almost certainly not*** part of the design.
* Anything you ***can’t*** change ***is almost certainly*** part of the design.

If you are in doubt it is up to you to ask for clarification. If there is something you think you might want to be able to change, it is up to you to ask before signing off the design.

*Ends/*