

# Dove Internet

Web Development and Design Contract

Company / Client \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Authorised Representative of the Client \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Country \_\_\_\_\_

Post Code \_\_\_\_\_

E-mail address \_\_\_\_\_

Present WWW URL (if any): \_\_\_\_\_

User Name \_\_\_\_\_ Password \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT – WEB DESIGN SERVICES

These conditions, which are construed under English Law, are applicable to **Dove Internet** (The Company) and should be read in conjunction with other documents and/or the correspondence comprising our offer.

The Contract for Web Design services is to be based on the conditions herein or detailed in the contractual estimate.

The above named client is commissioning Dove Internet, located at Oaks Cottage, Dove Street, Ellastone, ASHBOURNE, Derbyshire, DE6 2GY 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 a web server hosted by Dove Internet or an Internet Service Provider (ISP).

Hereafter, the client will be known as the "Client" and Dove Internet will be known as the "Developer."

### 2. Hosting

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 Developed with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programmes which need to be accessed for this project.

It is agreed that this account will be hosted by Dove Internet. In the opinion of the Developer this Host Provider offers superior service and affordable value.

The Developer will either secure this account on behalf of the Client, or the Client may secure the account independently. We offer the Client the ability to secure this account independently as a way to help the Client control cost. 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 Dove Internet, the name of the host provider and the terms of the hosting agreement will be documented for the Client.

### 3. Domain Registration

The Developer will secure a domain name (www.myname.com) for the Client at the Client's request. All charges

incurred in doing so will be charged to the Client as an addition to the base price contemplated by this agreement. These are Internic fees, and are not a source of income for the Developer.

If the Client already has a domain name, 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 and telephone 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 supplied to the Client on request.

#### **5. Base Package / Graphic Creation / E-mail**

This agreement contemplates up to 12 standard branding web pages with layout, graphic creation and JavaScript included. This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by Dove Internet if that is the host chosen by the Client. Current e-mail clients supported by the Developer include all versions of Microsoft Outlook Express and Netscape Communicator.

#### **6. Text**

Final text should be supplied by the Client unless otherwise specified. 500 words per page approximate standard if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.

#### **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. This agreement also contemplates making any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Author.

#### **8. Cross Browser Compatibility**

Our agreement contemplates the creation of a web site viewable by both Netscape 4.0 and Microsoft Internet Explorer 4.0. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. The Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. The Client is also aware that as new browser versions of Internet Explorer and Netscape 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 base 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 creating the company logo, ancillary images, animated graphics and banner advertisements. This also includes photography or scanning services as listed below. This contract does not contemplate, however, the creation of more than 2 banner advertisements. Should the Client need more than 2 animated banners, the charge will be supplied to the Client on request.

#### **10. Photography**

For Client's residing within a 15 mile radius of ASHBORNE, Derbyshire, the Developer will at the request of the Client visit the Client's place of business and capture up to 30 images in digital format for inclusion on the Client's web site, for an additional fee. Photographic retouching of these images is included in this agreement. If photographic capture is necessary and the Client's place of business resides outside of the designated area, subcontractors may be necessary or the Client may choose to capture the photographs independently.

#### **11. Scanning**

This agreement contemplates scanning up to 10 images for the Client. It is contemplated that this will accommodate the needs of most Clients. If more than 10 images need to be scanned a charge for each will be made after the 10 image allowance has been reached. Please refer to our current price list, which can be forwarded to the Client on request.

\*Please note: If you anticipate needing extensive scanning services, please discuss this with the Developer. Discounts are available for a volume scanning service.

#### **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 12 page maximum contemplated by our agreement is exceeded.

#### **14. CGI / Perl**

This contract contemplates one basic form embedded on the Author's web site with the data captured in each form delivered to the Client at the Client's specified e-mail address. 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. Macromedia Flash**

Macromedia Flash is always an option to the Client's of the Developer. Flash work is charged by the hour.

#### **16. DHTML**

Our base agreement does not contemplate using DHTML technology. However, as with Macromedia Flash this is always an option for the Author. If DHTML technology is desired by the Author, the rate to programme each DHTML page will be shown on our pricelist. The Author understands that DHTML technology may not work in older browsers and some DHTML technology is not cross-browser specific.

#### **17. Real Audio/Video**

Our base agreement does not contemplate using Real Audio or Real Video on the Client's site. If chosen, however, the charges for such will be shown on our pricelist.

#### **18. QuickTime / QuickTime VR**

Our agreement does not contemplate using QuickTime or QuickTime VR technology on the Client's web site. This is, however, certainly an option for the Client. If chosen, the charges for such will be shown on our pricelist.

#### **19. E-commerce**

This contract contemplates the possibility of an e-commerce enabled site. If a shopping cart is required for the Client's site, Miva Merchant or Able Commerce will be the default software used and Dove Internet will be the host. The charges for the shopping cart will be shown on our pricelist and will be additional to the base price of this agreement.

#### **20. 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.

#### **21. Merchant Account**

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

#### **22. CyberCash / Authorize.net**

If the Client has a high volume / high sales web site, real-time credit card processing will be desired as an addition to Miva Merchant or Able Commerce technology. In this instance, the Developer will assist the Client in obtaining this service. Any charges related to this service are payable to CyberCash or Authorize.net will be billable to the Client as an addition to the base price of this agreement.

#### **23. ASP / Cold Fusion**

Sites requiring database design may require Microsoft ASP or Allaire Cold Fusion technology. Any charges applicable to ASP or Cold Fusion are in addition to the base price of our agreement and will be shown on our current pricelist.

#### **24. Databases**

This agreement does not include a provision for the creation of a database unless specifically specified by the Client. If your site requires a database the charges for such will be shown on our current pricelist.

#### **25. Payment Terms / Work Flow**

A minimum deposit of fifty percent (50%) is required to commence work.

Once the 50% deposit is received by the Developer some basic site design concepts will be put online for the Client's viewing and approval. Alternatively, the Developer may show the Client the designs in person via a notebook computer or upload the design for the client to view. 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 either verbally, 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.

Authors 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 50% balance plus any additional charges incurred will due within fifteen (15) business days after delivery of this e-mail or letter and invoice. If the fourteen (14) day minimum is not met an additional charge of 10% is due.

The Developer reserves the right to bring about automatic suspension of any hosting solution supplied by our hosting solutions, 30 days after the invoice date.

Should your hosting be suspended, a reconnection fee of £50.00 will be charged for each reconnection of any hosting solution requested by you to The Company in writing. Such payment should be made in advance and would be subject to clearance through our bank.

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.

## **26. Client Amends**

The Developer prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of Dove Internet. To that end, we encourage input from the Client during the design process. Once the Developer has received confirmation (as detailed above) from the Client that the initial design is satisfactory, any substantial changes will incur a cost at the usual amendment fees.

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 12 page maximum. If significant page modification is requested after a page has been built to the Author's specification, we must count it as an additional page.

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

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company logo graphic at the Client's request.
- Replacing more than 75% of the text to any given page at the Client's request.
- Significant changes to Flash or multimedia
- Creating a new navigation structure or changing the link graphics at the Author's 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 with the design of each page are encouraged to negotiate an agreement which exceeds the 12 page maximum. If significant page modification is requested by the Client after the 12 page maximum has been reached there will be a charge for each additional page. Moderate changes, however, will always be covered during our development of the site. Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We can not, however, provide major redevelopment services to the in excess of the 12 page maximum contemplated by this agreement.

## **27. Maintenance Agreements**

Maintenance Agreements are negotiated on a Client by Client basis as each Client will have differing needs. This is another way the Developer seeks to help the Client control cost. If the Client chooses to take out a Maintenance Agreement the terms of such will be sent directly to the Client.

The Developer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such things as changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the web site with the Host Provider. In the other agreement, the customer pays on an 'as needed' hourly basis. Please refer to our current pricelist.

## **28. 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. This is always an option for Clients of the Developer.

Note however, that if this option is selected and 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, time to repair the web pages will be assessed at an hourly rate (Please refer to our current pricelist). There is a one hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

## **29. CD Burning**

The Developer will burn one copy of the Client's web site into a CD at the Client's request upon completion of the site. Additional copies of the CD are available for £5.00 each.

## **30. Search Engine Registration**

The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to each of the major search engines and directories including Google and

Yahoo. The Developer also offers advanced search engine optimization and site promotion services. If advanced search engine optimization and site promotion services are desired the agreement for said services will be discussed and documented.

The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

### **31. 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.

### **32. 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.

### **33. 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 case arising from the use of such elements furnished by the Client.

### **34. Age**

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

### **35. Limited Liability**

The Author 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, 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.

### **36. 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 barrister's 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, organisation, or business.

### **37. 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.

The Author also understands that the Developer cannot provide legal advice.

### **38. Ownership to Web Pages and Graphics**

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon *final* payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any programme(s) specifically designed or purchased on behalf of the Client for completion of this project.

**39. Design Credit**

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

**40. 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.

**41. Author Referral Commission Programme**

The Developer recognises '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 organisation.

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

**42. 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.

We agree to work expeditiously to complete this project no later than \_\_\_\_\_.

**43. Cancellation**

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or cancelled at the request of the Client by registered letter, the Developer shall have the right to retain the original 50% deposit. In the event this amount is not sufficient to cover the Developer for time and expense already invested in the project additional payment will be due. If additional payment is due, this will be sent to the Client within 10 days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in point 25 above.

**44. Entire Understanding**

This contract constitutes 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.

Both parties agree 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 in England & Wales.

On behalf of the Client \_\_\_\_\_

Date \_\_\_\_\_

On behalf of the Developer \_\_\_\_\_

Date \_\_\_\_\_