FREELANCE WEB DESIGN AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

(1)   <<Name of Developer>> of   e Developer") and

(2)   <<Name of Client>> **[**a c   <Country of Registration>> under
        number <<Company Regis   se registered office is at**] OR [**of**]**
        <<insert Address>> ("the C

WHEREAS:

(1)   At all material times the D   the business of providing website
        design and development se   s.

(2)   At all material times the C   usiness of <<insert description>>
        and wishes to acquire the s   t.

(3)   The Developer hereby ag   vices to the Client subject to the
        terms and conditions of this

IT IS AGREED as follows:

1.   **Definitions and Interpreta**

        1.1   In this Agreement   otherwise requires, the following
                expressions have th

        "Business Day"   han Saturday or Sunday) on
                                                     re open for their full range of
                                                     nsert location>>;

        "Client's Materials"   t out in Schedule 2 which the
                                                     he Developer for use in the
                                                     bsite;

        "Confidential   her Party, information which is
        Information"   by the other Party pursuant to, or
                                                     Agreement (whether orally or in
                                                     dium, and whether or not the
                                                     y stated to be confidential or

        "Data Protection   gislation in force from time to time
        Legislation   applicable to data protection and
                                                     not limited to, the UK GDPR (the
                                                     n of the General Data Protection
                                                     679), as it forms part of the law of
                                                     cotland, and Northern Ireland by
                                                     the European Union (Withdrawal)
                                                     otection Act 2018 (and regulations
                                                     nd the Privacy and Electronic
                                                     lations 2003 as amended;

        ["Fee"]   on payable to the Developer for
                                                     in Clause 5;**]**

        ["Initial Fee"]   ayable to the Developer under
                                                     ayment of the Milestone

"Intellectual Property Rights" … any patents, trade marks, service … signs, applications (and rights to … ose rights) trade, business and … rnet domain names and e-mail … d trade marks and service marks, … ghts, know-how, rights in designs …

… es, consents, orders, statutes or … a right in paragraph (a);

… or similar effect or nature as or to … a) and (b) which now or in the …

… ast infringements of any of the …

["Milestone Payment(s)"] … able to the Developer for each of … set out in sub-Clause 2.4;**]**

"Website" … bsite which is to be **[**developed**]** … Developer as defined in Schedule …

"Consultant" … yed] person [or person employed … in any case is nominated and … by the Developer (either a person … in Schedule 1 or any other … one with suitable skill and …

"Work" … velopment work and services to … is Agreement.

1.2   Unless the context … reference in this Agreement to:

    1.2.1   "writing", an … ion, includes a reference to any communicat … nic or facsimile transmission or similar mean …

    1.2.2   a statute or … is a reference to that statute or provision as … at the relevant time;

    1.2.3   "this Agreem … this Agreement and each of the Schedules a … nted at the relevant time;

    1.2.4   a Schedule i … ement;

    1.2.5   a Clause or … ce to a Clause of this Agreement (other than … agraph of the relevant Schedule; and

    1.2.6   a "Party" or … arties to this Agreement.

1.3   The headings used … r convenience only and shall have no effect upon the i … ement.

1.4   Words imparting the … clude the plural and vice versa.

1.5   References to any g … ther gender.

2. **Engagement of the Deve[l...]**

    2.1   The Client hereby e[...] develop the Website.

    2.2   The Client shall pr[...]ials to the Developer by <<insert date>> ("the Delive[...] that the Client fails to deliver the Client's Materials [...] the Completion Date and the milestone dates se[...] shall increment by one Business Day for each day th[...]nt's Materials is delayed.

    2.3   The Developer sh[...]bsite by <<insert date>> ("the Completion Date").

    2.4   Prior to the Comple[...] shall **[**use reasonable endeavours to**]** comply with the [...] dates:

        2.4.1   Initial planni[...]ted to, a proposed site map shall be presente[...]ssion and/or approval by <<insert date>>;

        2.4.2   Design idea[...] the Client for selection and/or approval by [...]

        2.4.3   Developmen[...]nted to the Client on the following dates: <<ins[...]>>, <<insert date>>;

        2.4.4   The Website[...] the Client for testing by <<insert date>>;

        2.4.5   <<insert add[...]uired>>.

    2.5   The Developer ack[...]ent has a legitimate commercial interest in the Web[...] the Completion Date and that the Client should hav[...]edy if it is not so completed. Accordingly, in the [...]r fails to complete the Website by the Completion Da[...]rt sum>>**] OR [**a sum of <<insert percentage>>% of [...]ay shall be deducted as liquidated damages from the [...] Developer for each Business Day that the Website is [...] Completion Date without prejudice to any right to claim [...]edy for any further delay.

    2.6   Whether or not the [...]ltant carries out all or any of the Work, the Develope[...]r all Work and the quality of the Website and shall [...] Consultants performing all or any part of the Work sha[...] with reasonable care

    2.7   The Developer sha[...] rectification of any unsatisfactory work at his own exp[...]

3. **Nature of Engagement**

    3.1   The Developer sh[...] independent contractor and the Developer's Work [...] and those of any Consultant(s) engaged by him on [...]s be exclusively for the Developer to determine, supe[...]ol. The Client shall not seek to supervise, direct or [...]r any Consultants in the provision of the Work nor sha[...]nt to do so.

    3.2   Subject to the provi[...] the Developer shall at all times be exclusively respons[...]entitled to organize, where, when, how and in what or[...]t shall liaise with the Client (or the Client's representat[...] account is taken of the impact of the timing of the W[...] on the activities of the Client and

any other contractor [...] ilar third parties also engaged by the Client.

3.3 The engagement un[...] utually non-exclusive that is to say that at any time the [...] sultant can provide to other clients services which are [...] to the Work and the Client can engage other contra[...] services which are the same as or similar to the Work.[...]

3.4 The Developer in [...] on one or more occasions may substitute any Cons[...] any other Consultant engaged on the Work or may [...] l Consultant provided that any Consultant chosen [...] e requisite skills and experience to perform the Work. [...] se all reasonable endeavours to avoid or minimise [...] ns and to consult with the Client beforehand about [...] ange in engagement of persons carrying out the W[...] eloper shall in any event provide such a substitute [...] provision of the Work is unduly delayed by absence [...] any other reason upon notification by the Client (or th[...] e) that a delay is unacceptable or where it is otherwis[...] such a substitute or addition. The Client shall only b[...] accept any Consultant if in its reasonable opinion [...] e to lack of skills, or experience.

3.5 Any act or omiss[...] shall, for the purposes of this Agreement, be dee[...] sion of the Developer.

3.6 Whenever possible [...] Developer shall use his own equipment, materia[...] out the Work.

3.7 The Developer is [...] services available except for the performance of its [...] greement. The engagement and appointment of the [...] reement to provide the Work does not create any mutu[...] t of the Client or the Developer to offer or accept any [...] ement or services. No continuing relationship shall he[...] ed.

4. **Self-Employment Status** [...]

4.1 The Developer sha[...] pendent contractor and shall have the status of a self-[...] hall be responsible for all income tax and national in[...] r similar taxes or contributions in respect of the consi[...] his Agreement.

4.2 The Developer here[...] the Client in respect of any claims that may be made [...] es against the Client in respect of income tax or natio[...] ns or similar taxes or contributions, including interest an[...] he Work (carried out by him or any Consultant) underta[...] eveloper under this Agreement.

4.3 The Developer sha[...] of his expenses and value added tax.

4.4 Nothing in this Agr[...] d to create any partnership, joint venture agency, o[...] ip between the Parties, or any employment relation[...] ultant and [either] the Client [or the Developer].

5. **Fee**

5.1 **[**In consideration of [...] l pay to the Developer the **[**Initial**]**

Fee of £<<insert [...] the Developer's quotation dated <<insert date>>**].]**

AND/OR

[In consideration o[...]all make the following Milestone Payments to the De[...]

5.1.1 The sum of [...] ery of the initial planning;

5.1.2 The sum of [...] ery of the design ideas;

5.1.3 The sum of [...] ery of each development report;

5.1.4 The sum of [...] ery of the Website for testing;

5.1.5 The sum of [...] pletion of the Website;

5.1.6 <<insert add[...]uired>>**]**

5.2 Payment of the **[**Init[...]one Payment**]** shall be made only following completio[...] of the**]** Work and shall be made within <<insert peri[...]ient of the Developer's invoice for the same.

Any sums which r[...] expiry of this period shall incur interest at the rate[...]>>% per annum above the base lending rate of <<in[...]time to time. Interest shall accrue on a daily basis f[...]payment until the actual date of payment of the ove[...]re or after judgment. Any interest due shall be payabl[...]ue sum

5.3 All payments made[...]hall be expressly exclusive of any value added tax cha[...]

5.4 No further payment[...]eveloper for the Website over and above the entitlem[...]use 5 and, without limitation, no payment shall be m[...]respect of any expenses incurred by the Developer i[...]e. The Client shall not make any payment to any Co[...]of the Work

6. **Intellectual Property**

6.1 Upon receipt in ful[...]ll sums due under Clause 5, the copyright and any a[...]Property Rights subsisting in the Website shall be de[...]the Client and the Developer shall be deemed to have[...]in respect of the Website arising out of Chapter IV of[...]nd Patents Act 1988.

6.2 Following the assi[...]d any and all other Intellectual Property Rights un[...]e Client shall be free to use the Website for any pu[...]t limited to, the purpose for which the Website was ori[...]

7. **Developer's Warranties a[...]ent's Indemnities**

7.1 The Developer, and[...]ged by the Developer (whether or not named in Sched[...]uisite skill and experience to carry out the Work

7.2 The Developer sha[...]easonable endeavours to ensure that the Website i[...]oper and shall not infringe any

copyright, other Int   s, moral rights, rights of privacy, rights of publicity, o   ever of any person.

7.3   The Developer here   ht in the Website shall, throughout the full period of co   lid and subsisting pursuant to the laws of the United   visions of the Berne Convention and/or the Universa

7.4   The Developer sha   transfer, encumber or otherwise dispose of any righ   other rights in or to the Client's Materials or the W   to this Agreement, and shall not enter into any agree   hich might conflict with the Client's rights under this   interfere with the Developer's performance of his   reement

7.5   Subject to the pro   7.7, in the event of any actions, proceedings, claim   ncluding, without prejudice to the generality of this pr   f the Client on a solicitor and own-client basis) agains   nds that the Developer's Work or the Client's use, po   hip of the Website in accordance with this Agreemen   ement of any Intellectual Property Rights belonging to   per shall indemnify the Client from and against the sam

7.6   Subject to the pro   7.7, in the event of any actions, proceedings, claim   ncluding, without prejudice to the generality of this pr   f the Developer on a solicitor and own-client basis) ag   the grounds that the Developer's use or possession o   or the purposes of carrying out the Work in accordanc   onstitutes the infringement of any Intellectual Propert   a third party, the Client shall indemnify the Deve   e same.

7.7   The indemnities se   5 and 7.6 shall apply only if the indemnified Party:

    7.7.1   notifies the   ediately in writing upon becoming aware of any   , claim, demand or costs;

    7.7.2   makes no a   ements without the indemnifying Party's prior

    7.7.3   makes all re   ble to the indemnifying Party upon request;

    7.7.4   provides all   to the indemnifying Party upon request; and

    7.7.5   allows the   nplete control over any relevant litigation and

8.   **Client's Warranties**

8.1   The Client shall us   nable endeavours to ensure that the Client's Materia   eloper is original to the Client and shall not infringe an   ctual Property Rights, moral rights, rights of privacy, r   y other rights whatsoever of any person.

8.2   The Client hereby   t in the Client's Materials shall, throughout the full   otection, be valid and subsisting

pursuant to the law [insert country] **[**and the provisions of the Berne Convention and/or the [insert convention] Convention**]**.

8.3 The Client shall not [assign, transfer], encumber or otherwise dispose of any rights of copyright [or other rights] in or to the Client's Materials or Website except pursuant to [...].

8.4 The Client shall not enter into any agreement or arrangement which might conflict with the Developer's rights under this Agreement or might interfere with the Developer's performance of its obligations under this Agreement.

9. **Liability**

9.1 This Clause 9 sets out the entire financial liability of the Parties to each other for any breach of this Agreement and the supply by the Developer and any Consultants of the Work and Website and the use made by the Client of the Work and Website; and any representation, statement, or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.

9.2 Subject to sub-Clauses 9.3 and 9.4, neither Party shall be liable to the other, whether in contract, tort (including negligence), for any loss of profit, or for breach of statutory duty or misrepresentation, for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.

9.3 Nothing in this Agreement shall limit or exclude the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate or wilful misconduct, or for death or personal injury [...].

9.4 Nothing in this Agreement shall exclude or limit the liability of either Party under or in respect of [...] the provisions of Clause 7.

9.5 Without prejudice to the provisions of Clause 7, or to sub-Clauses 9.2 or 9.3, the total liability of either Party arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to 100% of the [Fee] **OR** [total [...] Payments] paid or payable by the Client under this Agreement [or the sum of £ <<insert sum>>] whichever is greater.

10. **Confidentiality**

10.1 Both Parties undertake that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement and [<<insert period>>**]** after its termination:

10.1.1 keep confidential all Confidential Information;

10.1.2 not disclose any Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated [...];

10.1.4 not make any copies of, record in any way or part with possession of any Confidential [...];

10.1.5 ensure that [...] none of its directors, officers, employees, Consultant(s) [...] does any act which, if done by that Party, would breach the provisions of this Clause 10.

10.2 Subject to sub-Clause [...] either Party may disclose any Confidential

Information to:

10.2.1 any Consulta[...]

10.2.2 any of their s[...]es, or suppliers;

10.2.3 any governm[...]or regulatory body; or

10.2.4 any of their [...]r those of any party described in sub-Clauses [...]3;

10.3 Disclosure under s[...] made only to the extent that is necessary for the p[...]y this Agreement, or as required by law. In each case [...]st first inform the recipient that the Confidential Inform[...] Unless the recipient is a body described in sub-Cl[...]orised employee or officer of such a body, the disclos[...]and submit to the other Party a written undertaking [...]eep the Confidential Information confidential and to [...]oses for which the disclosure is made.

10.4 Either Party may us[...]ation for any purpose, or disclose it to any other party [...]l Information is or becomes public knowledge through [...]

10.5 When using or disc[...]ation under sub-Clause 10.4, the disclosing Party m[...]s not disclose any part of that Confidential Informa[...]nowledge.

10.6 The provisions of t[...]tinue in force in accordance with their terms, notwiths[...]of this Agreement for any reason.

11. **Termination**

11.1 Either Party may t[...]t at any time without notice and without giving any r[...]n.

11.2 Without prejudice to[...]Clause 11.1, this Agreement shall terminate, notwiths[...]s and remedies the Parties may have, in the followin[...]

11.2.1 either Party [...]e terms and obligations of this Agreement [...]able of remedy, is not remedied within <<ins[...]tice of such failure from the other Party; or

11.2.2 either Party [...]r liquidation – either voluntary or compulsory [...]poses of bona fide corporate reconstructio[...]f a receiver is appointed over the whole or any[...]ts.

11.3 The termination of [...]e without prejudice to any rights which have already [...]Parties under this Agreement.

12. **[Data Protection**

The Service Provider will [...]sonal information as set out in the Service Provider's <<inse[...] Privacy Notice>> available from <<insert location(s)>>.]

13. **[Data Processing**

13.1 In this Clause 13 a[...]ersonal data", "data subject", "data controller", "data p[...]al data breach" shall have the

meaning defined in _____ R.

13.2 [All personal data t_____ Developer on behalf of the Client, subject to this Agre_____ ed in accordance with the terms of a Data Processing _____ he Parties shall enter before any personal data is pro_____

OR

13.2 [Both Parties shall _____ e data protection requirements set out in the Data Pro_____ her this Clause 13 nor any other provisions of this A_____ either Party of any obligations set out in the Data Pro_____ hall not remove or replace any of those obligations.

13.3 For the purposes of _____ islation and for this Clause 13 and this Agreement, the _____ Processor" and the Client is the "Data Controller".

13.4 The type(s) of p_____ e, nature and purpose of the processing, and the _____ ing shall be set out in Schedule 4 to this Agreement.

13.5 The Data Controlle_____ s in place all necessary consents and notices require_____ nsfer of personal data to the Data Processor for the p_____ edule 4 to this Agreement.

13.6 The Data Processo_____ y personal data processed by it in relation to its perfor_____ ations under this Agreement:

13.6.1 Process the _____ e written instructions of the Data Controller u_____ r is otherwise required to process such person_____ a Processor shall promptly notify the Data Co_____ g unless prohibited from doing so by law;

13.6.2 Ensure that _____ le technical and organisational measures (a_____ Controller) to protect the personal data from _____ ful processing, accidental loss, damage or _____ ures shall be proportionate to the potential ha_____ events, taking into account the current state _____ gy and the cost of implementing those meas_____ ken shall be agreed between the Data Contro_____ ssor and set out in Schedule 4 to the Agreeme_____

13.6.3 Ensure that _____ ess to the personal data (whether for processi_____) are contractually obliged to keep that persona_____

13.6.4 Not transfer _____ side of the UK without the prior written cons_____ troller and only if the following conditions a_____

13.6.4.1 Th_____ or the Data Processor has/have pr_____ rds for the transfer of personal da_____

13.6.4.2 Af_____ e enforceable rights and effective leg_____

13.6.4.3 Th_____ lies with its obligations under the

Da... ...n, providing an adequate level of pr... ...rsonal data so transferred; and

13.6.4.4 Th... ...ies with all reasonable instructions giv... ...ata Controller with respect to the pr... ...data.

13.6.5 Assist the D... ...ta Controller's cost, in responding to any and... ...ta subjects and in ensuring its compliance... ...tion Legislation with respect to security, bre... ...t assessments, and consultations with supervi... ...ators (including, but not limited to, the Informat... ...e);

13.6.6 Notify the D... ...undue delay of a personal data breach;

13.6.7 On the Da... ...instruction, delete (or otherwise dispose of)... ...a and any and all copies thereof to the Data C... ...of this Agreement unless it is required to r... ...data by law; and

13.6.8 Maintain co... ...rds of all processing activities and technical a... ...ures implemented necessary to demonstrate... ...ause 13 and to allow for audits by the Data Co... ...designated by the Data Controller.

13.7 **[**The Data Process... ...any of its obligations with respect to the processing of... ...Clause 13.**]**

OR

13.7 **[**The Data Proces... ...act any of its obligations to a subcontractor with... ...sing of personal data under this Clause 13 without... ...nt of the Data Controller (such consent not to be... ...d). In the event that the Data Processor appoints... ...a Processor shall:

13.7.1 Enter into a... ...h the subcontractor, which shall impose upo... ...same obligations as are imposed upon the Da... ...se 13 and which shall permit both the Data P... ...ta Controller to enforce those obligations;...

13.7.2 Ensure that... ...ies fully with its obligations under that agreem... ...on Legislation.**]**

13.8 Either Party may, a... ...st <<insert period, e.g. 30 calendar days'>> notice, a... ...n provisions of this Agreement, replacing them with... ...ocessing clauses or similar terms that form part of a... ...scheme. Such terms shall apply when replaced by a... ...ent.]

14 Force Majeure

14.1 Neither Party to th... ...liable for any failure or delay in performing their obl... ...re or delay results from any cause that is beyond the... ...at Party ("Force Majeure"). Such causes include, but... ...r failure, internet service provider failure, industrial a... ...od, storms, earthquakes, acts of terrorism, acts of w... ...or any other similar or dissimilar event or circumstan... ...ntrol of the Party in question.

14.2 **[**In the event that a [...] cannot perform their obligations hereunder as a res[...] a continuous period of <<insert period>>, the othe[...]tion terminate this Agreement by written notice at the[...] the event of such termination, the Parties shall agree [...]le payment for all work completed up to the date of te[...]t shall take into account any prior contractual commit[...]liance on the performance of this Agreement.**]**

15   Nature of the Agreement [...]

15.1 Subject to the pro[...]ntitling the Developer to perform obligations through[...]eement is personal to the Parties and [subject to th[...] 13] neither Party may assign, mortgage, or charg[...]ating charge) **[**or sub-license**]** any of its rights hereu[...]r otherwise delegate any of its obligations hereund[...]n consent of the other Party, such consent not to be u[...]

15.2 **[**Subject to the pro[...]is] **OR** [This] Agreement contains the entire agreeme[...] with respect to its subject matter and may not be mo[...]ument in writing signed by the duly authorised represen[...]

15.3 Each Party acknow[...] to this Agreement, it does not rely on any representa[...]r provision except as expressly provided in this A[...]itions, warranties or other terms implied by statute o[...]ded to the fullest extent permitted by law.

15.4 No failure or delay [...]cising any of its rights under this Agreement shall be[...]er of that right, and no waiver by either Party of a bre[...]his Agreement shall be deemed to be a waiver of any s[...]e same or any other provision.

16   Severance

The Parties agree that, i[...]r more of the provisions of this Agreement is found to be[...]rwise unenforceable, that / those provisions shall be deeme[...]mainder of this Agreement.   The remainder of this Agreeme[...]rceable.

17   Notices

17.1 All notices under th[...] writing and be deemed duly given if signed by, or on [...]sed officer of the Party giving the notice.

17.2 Notices shall be de[...] given:

17.2.1 when delive[...]ier or other messenger (including registered ma[...]s hours of the recipient; or

17.2.2 when sent, [...]d a return receipt is generated; or

17.2.3 business da[...]mailed by national ordinary mail, postage prep[...]

In each case notice[...]the most recent address or e-mail address notified to t[...]

18 Alternative Dispute Reso

18.1 Any dispute or d[...]en the Parties relating to this Agreement or its s[...]ferred to a single arbitrator to be agreed upon by the [...]greement, to be appointed by the then President of t[...]rbitrator to have all of the powers conferred upon arbi[...]gland and Wales.

18.2 The Parties hereby [...] of the Arbitrator shall **[**not**]** be final and binding on both [...]

19 Law and Jurisdiction

19.1 This Agreement (in[...]ual matters and obligations arising therefrom or assoc[...]e governed by, and construed in accordance with, th[...]ales.

19.2 Subject to the provi[...] dispute, controversy, proceedings or claim between t[...]is Agreement (including any non-contractual matters[...]herefrom or associated therewith) shall fall within the j[...]f England and Wales.

IN WITNESS WHEREOF this Ag[...] executed the day and year first before written

SIGNED by

<<Full name of the Developer>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signin[...]
for and on behalf of <<Client's Nam[...]

In the presence of
<<Name & Address of Witness>>

The Website
<<Insert full details of the Website[...]d by the Developer>>

Client's Materials
<<Insert full details of the Client's [...]to the Developer>>

**Name of any Consultant engage[...]

<<Insert full name of any Consulta​nt​ ​oper>>

Pursuant to Clause 13.4, the fol e(s) of personal data, the scope, nature and purpose of the process he processing:

<<Insert full details>>]

[Pursuant to Clause 13.6.2, the cal and organisational measures agreed:

<<Insert full details>>]**]**