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WEBSITE DESIGN, DEVELOPMENT & HOSTING AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Developer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Developer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] <<insert Address>> ("the Developer")
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Client>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] <<insert Address>> ("the Client")

WHEREAS:

- (1) The Developer carries on the business of design, development, hosting, and related services.
- (2) The Client wishes to engage the Developer to provide website design, development, hosting, and related services on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them:

"Acceptance Retests"

to be carried out in the event of a failure under Clause 6 and Schedule 2;

"Acceptance Tests"

to be carried out on the Website as set out in Clause 6 and Schedule 2;

"Business Day"

any day other than Saturday or Sunday) on which the Client's premises are open for their full range of business activities at <<insert location>>;

"Client Site Materials"

any content provided by the Client to be incorporated into the Website;

"Commencement Date"

the date of the Agreement>>;

"Confidential Information"

any information, whether or not confidential, disclosed by either Party, information which is confidential by the other Party pursuant to this Agreement (whether orally or in writing, in any form or medium, and whether or not the information is expressly stated to be confidential or

**“Data Protection
Legislation”**

**“personal data”
“data subject”
“data controller”
“data processor” and
“personal data breach”**

“Defect Report”

“Defect”

“Developer Site Material”

“Hosting Fees”

“Hosting Specification”

**“Intellectual Property
Rights”**

“Non-Developer Defect”

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the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (and by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;

the meaning defined in Article 4 of the

Defects compiled by the Developer in Clause 6.3;

the Website that causes it to fail Acceptance Tests;

Content provided or created by the Client for incorporation into the Website;

to be paid by the Client to the Hosting Services, as agreed by the Client in Schedule 5;

setting out the particulars of the Hosting Specification the Client requires the Developer to provide as Schedule 4;

rights to inventions, copyright and related rights (including moral rights), trade marks, domain names, rights in get-up and goodwill and the right to sue for passing off, rights in computer software, rights to use and protect the Confidential Information (including trade secrets) and all other intellectual property rights whether registered or unregistered, applications and rights to apply for renewals or extensions of, and rights in, such rights and all similar or related forms or protection which either exist now or in the future in any part of

the Website that causes it to fail Acceptance Tests that has been caused by the omission of the Client, or by any third party engaged with the Client for whom the Developer accepts responsibility;

“Project Fees”

“Project Manager”

“Project Milestone”

“Project Specification”

“Retest Period”

“Server”

“Services”

“Testing Period”

“User Content”

“Website”

1.2 Unless the context of

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similar mean

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no effect upon the i

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to be paid by the Client to the
Developer’s Services, as agreed by
in Schedule 3;

anager appointed by either Party
1;

iple phases that the design and
Website shall be divided into, as
Specification;

setting out in detail the work which
the Developer to perform, attached

thin which the Acceptance Retests
as specified in sub-Clause 6.7;

operated and administered by the
ed in Schedule 4;

design and development services
the Developer to the Client pursuant

within which the Acceptance Tests
as specified in sub-Clause 6.1;

content uploaded or otherwise
osite by its users; and

e [at <<insert URL>>] to be
d, and hosted by the Developer
ement.

reference in this Agreement to:

on, includes a reference to any
onic or facsimile transmission or

e is a reference to that statute or
d at the relevant time and shall
de from time to time;

this Agreement and each of the
nted at the relevant time;

ement;

ce to a Clause of this Agreement
agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have
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clude the plural and vice versa.

other gender.

- 1.6 References to persons shall be construed to include corporations, partnerships, limited liability partnerships, trusts, or other legal entities.
2. **Scope of Services, Project Specifications, and Client Site Materials**
- 2.1 The Parties have agreed upon the Project Specification and Hosting Specification set out in Schedules 1 and 4 respectively.
- 2.2 The Developer shall develop, design, and implement the Website in accordance with the Project Specification and in accordance with the Project Milestones set out therein.
- 2.3 The Developer shall host the Website on the Server in accordance with the Hosting Specification.
- 2.4 Either Party may request amendments to the Project Specification and/or to the Hosting Specification. Proposed amendments must be made in writing.
- 2.5 Within <<insert period>> of receipt of a request or proposal under sub-Clause 2.4, the Developer shall notify the Client in writing of the terms upon which such amendments may be accommodated, including the effect on the Project Milestones, the Project Fees, the Hosting Fees, and/or the Hosting Specification.
- 2.6 Within <<insert period>> of receipt of the Developer's notice of proposed amendments, the Client shall notify the Developer in writing of its acceptance or rejection of the amendments to the Project Fees, Project Specification, Hosting Specification, or shall request a meeting with the Developer to discuss the amendments further.
- 2.7 The Client Site Materials shall be provided by the Client in accordance with the Project Specification, and the completion and acceptance of the Website shall be subject to the Client's request by the Developer as set forth in the Project Specification.
- 2.8 The Developer shall post a promotional statement on the home page of the Website <<insert period>>: "<<insert statement>> by the Developer]>>".
3. **Client's Responsibilities**
- 3.1 The Client shall provide the Developer with any and all information, documentation, and Client Site Materials that the Developer may require in order to perform its obligations under this Agreement.
- 3.2 The Client shall be responsible for the content, accuracy, and legality of the Client Site Materials and for the content thereof and shall indemnify the Developer against all losses, and expenses arising as a result of any claim against the Developer on the grounds that the Client Site Materials contain content that is unlawful or otherwise offensive (including, but not limited to, content that is obscene, [pornographic], defamatory, violent, or that breaches the Intellectual Property rights of a third party).
- 3.3 The Client hereby warrants that it has the right and authority to enter into this Agreement and to provide the same.

4. **Project Management and**

4.1 For the duration of the Website is deemed to be the responsibility of each Party shall] On the Website, each Party shall be responsible for the management of the Website. Each Party shall have the necessary knowledge and experience of all relevant matters and shall have the authority to commit the Party by whom they are appointed.

4.2 The Developer shall provide regular reports detailing the progress of the design and development of the Website [and the hosting of the Website]. In particular, the reports shall indicate any important matters requiring the Client's attention.

ment of the Website (that is, until the Website is deemed to be the responsibility of each Party under sub-Clause 6.9 or 6.10), the Client shall appoint a Project Manager who shall be responsible for the management of the Website on all matters under this Agreement. Each Party shall have the necessary knowledge and experience of all relevant matters and shall have the authority to commit the Party by whom they are appointed.

al>> reports detailing the progress of the design and development of the Website [and the hosting of the Website]. In particular, the reports shall indicate any important matters requiring the Client's attention.

5. **[Third-Party Software]**

5.1 The Third-Party Software shall be incorporated into the Website in accordance with the applicable software licence agreement[s].

5.2 The licence fee[s] payable for the Third-Party Software shall form a part of the Project Fees payable by the Client.

Schedule 6 shall be supplied and shall be incorporated into the Website in accordance with the applicable software licence agreement[s].

Third-Party Software shall form a part of the Project Fees payable by the Client as set out in Schedule 3.]

6. **Development, Testing, and**

6.1 Upon completion of the development of the Website by the Developer in accordance with the Specification and Project Milestone, the Client shall have a <<insert relevant duration>> Business Days period during which it shall carry out the Acceptance Tests of the Website as set out in Schedule 2.

6.2 In the event that the Acceptance Tests are not passed, the Client shall inform the Developer at the earliest opportunity of all Defects in writing.

6.3 Upon receipt by the Client of the information under sub-Clause 6.2, the Developer shall have a <<insert duration>> Business Days period during which it shall compile the Client's Defect Report into a Defect Report which the Developer shall provide to the Client by the end of that period.

6.4 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable period for the resolution of the Defects and to agree upon solutions for each solution.

6.5 In the event that a Defect is caused by an act or omission of the Client or a party associated with the Client for which a Non-Developer Defect shall not be considered a Defect of the Acceptance Tests. If only a Non-Developer Defect is identified, the Website shall be deemed to have passed the Acceptance Tests and the provisions of sub-Clause 6.9 shall apply.

6.6 Defects shall be remedied at no additional cost to the Client. The Client may require the Developer to remedy any Non-Developer Defects, however the Developer shall have the right to charge the Client in full for such remediation at the current rates for such work and to require full payment for such work.

development of the Website by the Developer in accordance with the Specification and Project Milestone, the Client shall have a <<insert relevant duration>> Business Days period during which it shall carry out the Acceptance Tests of the Website as set out in Schedule 2.

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6.7 Where applicable, the Client shall have a right to require the Developer to carry out any necessary work to remedy any Defects identified during the Acceptance Tests, the Business Day Retest Period during which it shall carry out such work on the Website (or the affected parts thereof, as applicable) in accordance with Schedule 2.

6.8 In the event that the Defects are not passed, the Client shall have the following options without prejudice to the Client's other rights and remedies:

6.8.1 to require the Developer to complete the remaining Defects and to agree upon a suitable deadline for the completion of that remedial work and to undertake further Acceptance Retests. If the Website fails the Acceptance Retests, the Client may require the repetition of the steps in sub-Clause 6.8.2 or 6.8.3.

6.8.2 to accept the Website in its current state, subject to a reasonable reduction in the Project Fees payable to the Developer which shall be agreed upon in writing within <<insert period>> of the Acceptance Retests. If the Website is not accepted within the time limit, the Client shall accept the Website in accordance with sub-Clause 6.8.3.

6.8.3 to reject the Website and terminate this Agreement immediately, with a full refund to the Client of all sums already paid to the Developer under this Agreement [immediately or within <<insert period>> Business Days].

6.9 The Website shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (except those accepted by the Client under sub-Clause 6.8.2) upon successful completion of the Acceptance Tests, and the Client shall return to the Developer without undue delay.

6.10 Notwithstanding the foregoing, if, prior to this Clause 6, the Client shall be deemed to have accepted the Website before the Acceptance Tests and (where applicable) Acceptance Retests have been passed if:

6.10.1 the Client used the Website as part of it in the course of business before the Acceptance Tests, in accordance with the Acceptance Tests or Acceptance Retests set out in Schedule 2; or

6.10.2 the Acceptance Tests or Acceptance Retests are unreasonably delayed for <<insert period>> Business Days by the Client without the Developer's written agreement to such a delay or period or Retest Period.

6.11 Within <<insert period>> of acceptance of the completed Website, the Developer shall deliver the completed Website to the Client using <<insert method>> and make the Website available on its Server.

7. Fees and Payment

7.1 The Client shall pay the Developer the Project Fees and Hosting Fees,

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expenses arising out of the infringement of the Website created

proceedings brought by a third party for Intellectual Property Rights by any part of the Developer provided that the Client:

9.4.1 promptly notifies the Client of the claim or proceedings;

9.4.1 promptly notifies the Client of the claim or proceedings;

9.4.2 makes no admission without the Developer's prior written consent;

9.4.2 makes no admission without the Developer's prior written consent;

9.4.3 provides the Developer with all information and assistance that the Developer may reasonably require;

9.4.3 provides the Developer with all information and assistance that the Developer may reasonably require;

9.4.4 gives the Developer all authority to defend or settle the claim or proceedings;

9.4.4 gives the Developer all authority to defend or settle the claim or proceedings;

9.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of the infringement of the Client Site Materials by any part of the Developer:

9.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of the infringement of the Client Site Materials by any part of the Developer:

9.5.1 promptly notifies the Client of the claim or proceedings;

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9.5.2 makes no admission without the Client's prior written consent;

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9.5.3 provides the Client with all information and assistance that the Client may reasonably require;

9.5.3 provides the Client with all information and assistance that the Client may reasonably require;

9.5.4 gives the Client all authority to defend or settle the claim or proceedings;

9.5.4 gives the Client all authority to defend or settle the claim or proceedings;

9.6 The indemnities set forth in this section shall not apply to the extent that the claims or proceedings arise out of the indemnifying Party's non-compliance with applicable laws or regulations provided by the indemnified Party.

9.6 The indemnities set forth in this section shall not apply to the extent that the claims or proceedings arise out of the indemnifying Party's non-compliance with applicable laws or regulations provided by the indemnified Party.

9.7 The Developer shall not be responsible for any Site Materials, any Developer Materials assigned to the Client, or any look and feel of the Website or anything substantial of any website or other material of any kind for any time.

9.7 The Developer shall not be responsible for any Site Materials, any Developer Materials assigned to the Client, or any look and feel of the Website or anything substantial of any website or other material of any kind for any time.

10. Warranties

10.1 Each Party hereby warrants that it has the full power and authority to enter into, and perform, this Agreement.

10.1 Each Party hereby warrants that it has the full power and authority to enter into, and perform, this Agreement.

10.2 The Developer shall perform its obligations under this Agreement with reasonable care and skill, in accordance with generally established and recognised practice in the industry for website design, development, and hosting.

10.2 The Developer shall perform its obligations under this Agreement with reasonable care and skill, in accordance with generally established and recognised practice in the industry for website design, development, and hosting.

10.3 The Developer warrants that the Website shall be free of errors, viruses, and material defects at the time of acceptance in accordance with the Project Specification for a period of 90 days from the date that acceptance takes place. In the event the Website does not perform in accordance with the Project Specification, the Developer shall ensure that the Website is corrected without undue delay and at no additional cost to the Client.

10.3 The Developer warrants that the Website shall be free of errors, viruses, and material defects at the time of acceptance in accordance with the Project Specification for a period of 90 days from the date that acceptance takes place. In the event the Website does not perform in accordance with the Project Specification, the Developer shall ensure that the Website is corrected without undue delay and at no additional cost to the Client.

10.4 The warranty provided in this section shall not apply to the extent that any non-conformity or defect in the Website arises out of modifications or updates made by the Client.

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Developer on behalf of the Client
accordance with the terms of the
the Parties on <<insert date>>.]

- both comply with all applicable data Protection Legislation. This Clause obligations set out in the Data move or replace any of those

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13.5.7 on the Client
return all pe

delete (or otherwise dispose of) or
all copies thereof to the Client on

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termination of
personal data

it is required to retain any of the

13.5.8 maintain con-
technical an-
demonstrate
the Client an

ords of all processing activities and
ures implemented necessary to
ause 13 and to allow for audits by
d by the Client.

13.6 [The Developer sha-
processing of perso

of its obligations with respect to the
ement.]

OR

13.6 [The Developer sha-
processing of perso
consent of the Clie
processor, the Deve

of its obligations with respect to the
reement without the prior written
Developer appoints such a sub-

13.6.1 enter into a
impose upon
upon the De
Developer a

n the sub-processor, which shall
same obligations as are imposed
3 and which shall permit both the
those obligations; and

13.6.2 ensure that
that agreem

lies fully with its obligations under
on Legislation.]

13.7 [In the event that t
the processing of p
and the Developer
omissions of the su

acts its obligations with respect to
Clause 13.6, as between the Client
remain fully liable for all acts and

13.8 Either Party may, a
this Clause 13, rep
similar terms that fo
shall apply and repl

ast <<insert period>> notice, alter
cable data processing clauses or
certification scheme. Such terms
achment to this Agreement.]

14. [Network and Information

14.1 The Developer has
information systems
that the information
that it shall inform th

asures to protect its network and
). The Developer hereby warrants
0 is accurate and up-to-date and
any changes made thereto.

14.2 The Developer sha-
aware of any secu
that has the potenti
undue delay to any
any such incident,
by the Client or the
any reporting oblig
Information System
statutory or regulato

mediately in the event that it becomes
network and information systems
the Developer shall respond without
sts from the Client with respect to
that incident has been discovered
mes keeping in mind the extent of
e Client under the Network and
("NIS Regulations") and any other
the Client is required to comply.

14.3 The Developer sha-
ensure business co

s] OR [reasonable endeavours] to
ll times.

14.4 The Developer sha-
compliance with the
include, but not be
incidents (suspecte

fully with the Client with respect to
co-operation and compliance shall
nformation in the event of security
ns by regulatory authorities.]

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- anniversary of the further term of <<insert period>> unless renewed by the Client for a further term of <<insert period>>.
- 16.2 Without prejudice to the remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party.
- 16.2.1 any sum owed by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after becoming due; or
- 16.2.2 the other Party commits a material breach of any of the provisions of this Agreement, the breach is capable of remedy, and the Client gives written notice of the breach and requiring it to be remedied within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;
- 16.2.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;
- 16.2.4 the other Party enters into an arrangement with its creditors or, in the case of a company, to an administration order (within the meaning of Section 86);
- 16.2.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction);
- 16.2.6 anything is done in breach of the foregoing under the law of any jurisdiction of which the other Party is a citizen;
- 16.2.7 that other Party ceases, to cease, to carry on business; or
- 16.2.8 control of the other Party is exercised by any person or connected persons not named in this Agreement. For the purposes of this Clause 16, "control" and "connected persons" have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.
- 16.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations or claims which have already accrued to either Party under this Agreement.
- 16.4 On the termination or expiry of this Agreement:
- 16.4.1 all licences granted by the Client under this Agreement shall terminate;
- 16.4.2 the Developer shall deliver to the Client all Site Materials and any and all copies of the Website and shall transfer in its possession to the Client all the Site Materials and any and all copies of the Website;
- 16.4.3 the Developer shall provide such assistance as is reasonably required by the Client to enable the Client to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by the Developer in providing such assistance;
- 16.4.4 any provisions of this Agreement that either expressly or impliedly survive the termination or expiry of this Agreement shall remain in full force and effect.

17. **Force Majeure**

17.1 Neither Party shall be liable for failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of the Party.

17.2 In the event that a Party cannot perform its obligations hereunder due to Force Majeure, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of <<insert period>>] during which their performance has been delayed].

17.3 In the event that a Party cannot perform its obligations hereunder due to Force Majeure for a continuous period of <<insert period>>, the Party may at its discretion terminate this Agreement by written notice.

ure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of the Party.

Agreement cannot perform their obligations hereunder due to Force Majeure, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of <<insert period>>] during which their performance has been delayed].

Agreement cannot perform their obligations hereunder due to Force Majeure for a continuous period of <<insert period>>, the Party may at its discretion terminate this Agreement by written notice.

18. **Audit**

18.1 The Client shall have the right to audit the Developer's compliance with this Agreement (including the data processing provisions) on giving <<insert period>> (in Business Days' written notice to the Developer. Audits under this Clause 18 may, at the Client's discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

18.2 The Client shall inform the Developer of the identity of any auditors appointed by it under this Clause. All auditors are subject to suitable obligations of confidentiality.

Developer's compliance with this Agreement (including the data processing provisions) on giving <<insert period>> (in Business Days' written notice to the Developer. Audits under this Clause 18 may, at the Client's discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

identity of any auditors appointed by it under this Clause. All auditors are subject to suitable obligations of confidentiality.

19. **No Waiver**

No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any subsequent breach.

of its rights under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any subsequent breach.

20. **Further Assurance**

Each Party shall execute such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

21. **Costs**

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

22. **Assignment and Sub-Contracting**

22.1 [Subject to sub-Clause 22.2], this Agreement is personal to the Parties and neither Party may assign, mortgage, charge, pledge, or otherwise delegate any of its rights hereunder without the prior written consent of the other Party.

[Subject to sub-Clause 22.2], this Agreement is personal to the Parties and neither Party may assign, mortgage, charge, pledge, or otherwise delegate any of its rights hereunder without the prior written consent of the other Party.

- obligations hereunder shall be deemed to be undertaken by the Party with the consent of the other Party, such consent not to be unreasonably withheld.
- 22.2 [Subject to sub-Clause 22.1, the Party shall be entitled to perform any of the obligations under this Agreement through suitably qualified contractors. Any act or omission of such other member of its group or contractors shall, for the purposes of this Agreement, be deemed to be an act or omission of the Developer.]
23. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in this Agreement.
24. **Third Party Rights**
- 24.1 Unless expressly stated otherwise, nothing in this Agreement is intended to confer rights on any third party (Third Parties) Act 1999.
- 24.2 Subject to this Clause, the obligations of the Parties shall continue and be binding on the transferee, successors, and assigns of the Party as required.
25. **Notices**
- 25.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.
- 25.2 Notices shall be deemed to have been given:
- 25.2.1 when delivered by hand to the recipient or other messenger (including during off hours of the recipient; or
- 25.2.2 when sent, by post, fax, e-mail or e-mail and a successful transmission is generated; or
- 25.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail; or
- 25.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.
- In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party.
26. **Entire Agreement**
- 26.1 [Subject to Clause 26.2, this Agreement contains the entire agreement between the Parties in relation to its subject matter and may not be modified except by a written agreement signed by the duly authorised representatives of the Parties.]
- 26.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, statement, or other provision (made or not made) other than that expressly provided in this Agreement.

27. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. When so executed and delivered, each counterpart shall be an original, but all counterparts together shall constitute one and the same instrument.

28. **Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

29. **Law and Jurisdiction**

- 29.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.
- 29.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be referred to and determined within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Developer
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the Client
<<Name and Title of person signing>>

Authorised Signature

Date: _____

Project Specification

<<Insert Project Specification>>

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Acceptance Tests

<<Insert details of Acceptance Tests<<

Acceptance Retests

<<Insert details of Acceptance Retests<<

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Project Fees

<<Insert details of Project Fees>>

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Hosting Specification

<<Insert Hosting Specification>>

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Hosting Fees

<<Insert details of Hosting Fees>>

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Third-Party Software

<<Insert details of Third-Party Software>>

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Developer's Data Protection <i><insert name></i>
<<Attach Notice or Policy>>]

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Client's Data Protection <<insert your client's data protection policy here>>
<<Attach Notice or Policy>>]

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1. Data Processing

Scope

<<Insert description of the scope of processing to be carried out>>.

Nature

<<Insert description of the nature of processing to be carried out>>.

Purpose

<<Insert description of the purpose of processing to be carried out>>.

Duration

<<Insert details of the duration of processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 13.5.2>>.

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Developer's Network and Information Security

1. System and Facility Security

<<Insert details of the Developer's policies governing information security, risk analysis, HR, operational security management, and (if applicable) employee training. Include details of how such it relates to the Client. Include details of any policies that the Developer has in place to protect the security of its network and information systems, such as system failure, human error, malicious damage, or natural events. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the measures the Developer has in place to ensure the accessibility and availability of its services.>>

<<Insert details of the measures the Developer has in place to ensure the accessibility and availability of its services.>>

<<Insert details of any measures the Developer has in place to ensure the accessibility and availability of its services.>>

2. Incident Handling Measures

<<Insert details of the Developer's processes and procedures are in place for ensuring the timely and adequate detection and awareness of incidents. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's processes and procedures are in place for ensuring the timely and adequate detection and awareness of incidents. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's processes and procedures are in place for ensuring the timely and adequate detection and awareness of incidents. Include details of how such measures are routinely tested and assessed.>>

3. Business Continuity

<<Insert details of the measures the Developer has in place to ensure business continuity for the websites it hosts. Also provide details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's measures. Also provide details of how such measures are routinely tested and assessed.>>

4. Monitoring, Auditing, and Testing

<<Insert details of the Developer's monitoring, measurement, and assessment of its network and information systems. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's guidelines, the means by which such measures are routinely tested and assessed.>>

<<Insert details of the relevant p
flaws in the security measures ap
data and maintain functionality.>>

5. International Standards

<<Insert details of any applicable i
of compliance with those standard

used by the Developer to identify
information systems that protect

nd, where relevant, provide details

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