



Web site proposal & contract

Job title

daate

Client:

Company/Contact Name: xxxxxxxx
Contact: xxxxxx

Contractor:

Name
Address
mobile
facebook
skype
website
email

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Brief/Scope

Domain Name: yoursite.com

Registered?

Hosted by:

Brief overview of the work that has been discussed

Contracted work

Job	Tasks	\$ fee

Contract

The contracting parties

This contract is between

XXXXXXXXXXXX

hereafter referred to as the “Client”.

and

XXX X X X

hereafter referred to as the “Contractor”

1) Who will actually do the work?

All work will be carried out by the Contractor, or by sub-contractors working to specifications determined by the Contractor.

2) What work will be done?

The contracted work for this contract is detailed in the previous section. Any work that is requested by the Client after this contract has been signed, will be subject to a separate contract.

3) What about the content?

Everything is supplied by the client, unless otherwise agreed.

All images, text, data or other content supplied or used on this site must be either copyright-free, or owned by the client.

When the supply of content is critical to the progress of the development of the site, this will be clearly indicated in the “Contracted Work” section. Failure to supply content by the agreed dates may affect the deadline, or even the delivery of the site.

4) Site hosting

Much of the code needed for most web sites has already been written by the contractor, and tested on the Contractor’s web servers. If the site is not hosted on servers operated by the Contractor, problems may arise which are due to the way the web server has been set up.

Final completion time is rarely affected by problems with other servers, but the Contractor reserves the right to extend this date if necessary. Additional charges may be incurred

The Contractor agrees to keep the Client informed of any

such situation as it arises.

Web site hosting will be covered by a separate agreement. Charges commence on publication.

5) Charges and Quotes

Unless otherwise agreed, the Contractor will provide an estimate of the potential cost, and/or hours for the job as understood at that time.

The quote in the “Contracted Work section will be based on more research, and will incorporate changes agreed by negotiation. It will be either:

a) A fixed sum for an agreed task.

or

b) An hourly rate with an estimated number of hours required. In this case the Contractor will charge only for the hours spent on the job, and will notify the Client when 80% or the agreed time has been spent. If further time is required, an estimate will be provided.

6) Payment

Unless otherwise agreed, a standard hourly rate of \$xx (ex GST) will be applied to all work agreed on and listed in the “Contracted Work” section of this document.

A 50% deposit, plus any additional one-off charges, for example, but not exclusively, URL registration fees, Fee for alternative hosting, additional software required etc, must be paid before any work is commenced. If the quote has been provided on an hourly basis, the initial invoice will be for half the estimated time.

When that time has been reached, invoices will be sent weekly, unless otherwise arranged.

Invoices are sent by email only, and terms, unless otherwise agreed, are payment in full in 7 days.

7) What is the process?

Where possible, all work will be carried on a development server on a sub domain of one of the Contractor’s web. Search engines are repelled as much as possible at this stage to avoid any unfortunate caching of development code being cached by Google.

Once the site is working to the agreed specifications, and all design details have been resolved, the final sums are due. Upon payment the site will be transferred to the Client’s URL, and be published.

There will be a period of 28 days from publication when the Client may request minor changes without further charges.

Major changes or new functionality will be subject to a new agreement and contract.

8) Who owns the code?

The Contractor may write some of the scripts and develop part of the database as part of establishing the quote, but reserves the right to uplift the code and the database at any stage before this contract is signed.

When final payment has been made, the Client has the right to use all the code supplied by the Contractor forever, but the Client may not re-use the code, or allow it to be used, on any other web site without the prior agreement of the Contractor.

Contractor:

.....

Date

Client:

.....

Date: