## INSTRUCTIONS FOR USE

1. Change the variables in curly brackets { } with your own details
2. If you are transacting as an individual change company details to your own name as they appear on your **ID** and your **ID Number**
3. Feel Free to change and amend the contract to your liking e.g. you can add or change the exclusions.
4. I have embedded my letterhead in the word document. Feel free to copy my letterhead’s size and dimensions and amend to suit yours. The template can be downloaded from the header and footer section.
5. It is recommended that the client signs first. Here is why:
6. **Client Commitment:** Having the client sign first ensures they agree to the terms and conditions before you commit to the agreement. This protects you from situations where the client may want to renegotiate terms after you've signed.
7. **Professional Etiquette:** It’s standard business practice for the service provider to present the contract, and the client reviews and signs it to indicate their acceptance. Once the client signs, the provider countersigns to finalize the agreement.
8. **Avoiding Premature Binding:** If you sign the contract first, there is a slight risk that the client could attempt to modify the document after your signature. By signing after the client, you ensure the contract remains unchanged.

## WEB DEVELOPMENT AGREEMENT

**{CLIENT\_COMPANY}**

This web design agreement (the “**Agreement**”) is entered into on **{contract\_datestart}** (the “**Effective Date**”), by and between **{client\_company}** (“the Client”) and **{your\_company},** a company incorporated in the Republic of Kenya with registration number **{company\_registration\_number}** (“**the Service Provider**”), collectively (“**the Parties**”).

**1. Project Description.**

The Client hereby engages the Service Provider to provide the web development services as outlined below:

**{contract\_description}**

**2. Design Process.**

**i) Project Period**

The timeline for the project is as follows. Any delays in the Client’s provision of necessary information may result in project delays:

* Requirements Gathering, Wireframing & Information Architecture **– [3 Days]**
* Preliminary Design **– [14 Days]**
* Design Review **– [2 Days (Subject to Client’s response)]**
* Deployment, Testing & Launch **– [2 Days]**

**TOTAL = [21 Days]**

**ii) Commencement.**

The project will commence upon signing of this Agreement, receipt of the agreed deposit, and provision of all relevant data by the Client.

**iii) Revisions.**

The Service Provider offers up to three (3) rounds of revisions, wherein the Client must provide all requested changes using a revision template supplied by the Service Provider. If the Client is unsatisfied after the third revision round, any additional changes will incur further charges.

**iv) Contact Person**

The Client shall designate one primary contact person for the project, whose details must be communicated to the Service Provider. The Service Provider will only communicate with this designated individual throughout the project.

**3. Assignment of Work.**

The Service Provider reserves the right to assign other designers or subcontractors to fulfill the requirements of this Agreement to ensure quality and timely completion.

**4. Fees.**

The total project fee is **{contract\_value}.** The Client agrees to pay a **75%** deposit before project commencement and the remaining **25%** upon completion of the project. If the final payment is not received as stipulated, the Service Provider reserves the right to remove the website from the Client’s web space.

**5. Confidentiality.**

Both Parties agree that any proprietary information exchanged during the course of this Agreement, including trade secrets and confidential materials, shall not be disclosed to any third party without the express written consent of the disclosing party, unless required by law. This obligation of confidentiality shall continue after the termination of the Agreement.

**6. Termination.**

The project will be deemed complete once the Service Provider submits the final deliverables, and the Client has provided written confirmation of acceptance. If no feedback is provided within thirty (30) calendar days after the submission of the preliminary design, the project will be considered complete, and the remaining balance will be due.

This Agreement may be terminated by either Party with 14 days written notice. Both Parties shall remain liable for any damages incurred prior to the termination date.

**7. Ownership Rights.**

The Client retains ownership of any proprietary information shared with the Service Provider for the purpose of the project. The Service Provider shall not use such information for any purpose other than fulfilling the requirements of the project. Upon completion of the project, the Client shall own all final deliverables.

The Service Provider retains ownership of any pre-existing or template designs used in the project. The Client shall not claim ownership of any such templates.

**8. Representations and Warranties.**

The Service Provider warrants that they have the right to enter into this Agreement and to use all materials provided for the Client’s project. Similarly, the Client warrants that they own or have the right to use any materials or proprietary information provided to the Service Provider.

**9. Disclaimer of Warranties.**

The Service Provider does not guarantee that the final deliverables will result in any specific commercial or business outcomes, such as increased revenue or brand recognition.

**10. Limitation of Liability.**

Neither Party shall be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profit, arising from the performance of this Agreement.

**11. Severability.**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

**12. Legal and Binding Agreement.**

This Agreement is governed by the laws of the Republic of Kenya and is binding upon the Parties as outlined above.

**13. Exclusions**

The following services are excluded from this Agreement:

* The Service Provider will not offer email support, such as configuring email clients on the Client's devices. The Client’s IT personnel are responsible for this. The Service Provider may assist with email configuration for Client’s hosting if applicable but will not manage external email setup services.
* This Agreement does not cover ongoing website maintenance or technical support. If the Client requires such services, a separate agreement will be made.

**14. Entire Agreement.**

This Agreement constitutes the entire understanding between the Parties. Any modifications must be made in writing and signed by both Parties.

**15. Signatures**

**The Parties** agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**The Service Provider Representative**

Name: **{your\_name}**  
Date: **{contract\_datestart}**

Signature:

### The Client Representative

**Name:**

**Email:**

**Date:**

**Signature:**