

# **CONTRACT OF WORKS**

# Between Roy&Co and Client Name

#### PREPARED FOR

Client Name Company Name

01/01/2015

#### CONTACT

07504758839 hi@roybarber.com roybarber.com

Gresley House Ten Pound Walk Doncaster DN4 5HX

#### SUMMARY

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

#### In short

You, Client Name, are hiring Roy Barber located at Gresley House, Ten Pound Walk, Doncaster, DN4 5HX to carry out design and/or front-end development for an initial period of X months, starting on date, ending on date. We will work for X hours per week. Our agreed hourly rate is £40.00 per hour.

### What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set and agree together.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

#### **DETAILS OF WORKS**

### **Graphic Design**

You are responsible for spell checking and proofreading any literature.

#### Website

We will test your website in current versions of all major browsers including those made by Google, Apple, Microsoft, Mozilla and Opera.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 6, 7, 8 or 9 for Windows or Mac, previous versions of Apple's Safari, Mozilla's Firefox, Google's Chrome or Opera unless otherwise specified. To show the same or similar visual design to visitors using these older browsers, will require additional code and testing.

#### Text content

We are not responsible for writing any text copy unless agreed otherwise.

### **Photography**

If needed, you will supply us photographs in digital format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time spent searching for or taking photographs is billable.

#### Cancellations

We require a 50% cancellation fee (£X) if you want to cancel this contract before the end date. If we are more than half way through this contract, then we require payment for the remainder of the contract. Any time that is booked but not used is billable.

#### **LEGAL STUFF**

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

#### COPYRIGHTS

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in any design work are either owned by your good selfs, or that you have permission to use them.

When we receive each payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them safely. We do save a copy ourself and backup where needed but we are not required to keep a copy for any length of time.

You also own text content, photographs and other data you provided, unless someone else owns them.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

### **PAYMENTS**

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly.

We will send you an invoice every Friday (covering the X hours for that week), starting on the first Friday following the start of this contract.

Invoices should be paid within 7 days of receiving them.

Interest accrued if payment is more than 7 days late is 10% of outstanding amount to be added every 7 days, starting from the 8th day after receipt of invoice.

#### BUT WHERE IS ALL THE HORRIBLE SMALL PRINT?

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

Everyone should sign below to validate the contract and keep a copy for their own records.

Siged by Roy Barber	Signed on behalf of client name
Date	Name
	Date