

The Contract

Between **DigiEn InfoSoft LLP**

And **Shantanu Tomar**

Summary:

I'll always do my best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. I've no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short;

You **DigiEn InfoSoft LLP**, located at "Althan Gam, Althan, Surat, Gujarat" ("You") are hiring me **Shantanu Tomar** ("I or Me") to:

- Design and host a web site

For the **total price of Rs. 6000** as outlined in our previous correspondence.

Deadline: 4-5 days from start of work.

Of course it's a little more complicated, but we'll get to that.

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give me the assets and information I tell you I need to complete the project. You'll do this when I ask and provide it in the formats I ask for. You'll review my work, provide feedback and approval in a timely manner too. Any delay in reviewing or providing assets on your part will not be counted towards the deadline.

Me: I have the experience and ability to do everything I've agreed with you and I'll do it all in a professional and timely manner. I'll endeavour to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Getting down to the nitty gritty

Design

If—at any stage—you change your mind about what you want delivered or aren't happy with the direction my work is taking, you'll pay me in full for the time I've spent working until that point and may terminate this contract.

Text content

I am not responsible to provide professional content writing and editing services on your website, so **if you'd like me to create new text content, other than what you provide me, I'll provide a separate estimate.**

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, I can suggest stock libraries. **If you'd like me to search for photographs for you, I can provide a separate estimate.**

Browser testing

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. I won't test in other / older browsers unless I agreed separately. If you need an enhanced design for an older browser, I can provide a separate estimate for that.

Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. I test my designs in:

iOS: Safari and Google Chrome

Android: Google Chrome

I won't test in Opera Mini/Mobile, specific Android devices, or other mobile browsers unless I agreed separately.

Changes and revisions

I don't want to limit your ability to change your mind. The price at the beginning of this contract is only based on everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I'll provide a separate estimate for that additional work.

Legal stuff

I'll carry out my work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, **I can't guarantee that my work will be error-free** and so I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them.

Your liability to me will also be limited to the amount of fees payable under this contract.

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

Phew.

Displaying my work

I love to show off my work, so I reserve the right to display all aspects of my creative work, including sketches, work-in-progress designs and the completed project on my portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

To be paid at the start of the work: **Rs. 1000**

Balance to be paid at the end of the work.

You agree to pay all charges that the server bills during hosting of the website, buying of domain, and other related charges. The charges quoted at the beginning of this contract is only my fee, excluding any other expenses.

But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to my activities under this contract and not cause the other to breach any relevant laws or regulations.

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 Indian courts.

The dotted line

Signed by and on behalf of **[Shantanu Tomar]**

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Signed by and on behalf of **[DigiEn InfoSoft LLP]**

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Date:

Both parties must counter-sign this contract, and should possess their respective copies.