



Web Design Contract Template

Terms & Conditions

What you can expect working with us

We value each client relationship highly and hope to foster a long and fruitful partnership with <client>. In the spirit of honest collaboration we feel it's important to point out what you can expect of us, what we are, and are not, as an agency.

A: About Factory

1. Made By Factory Limited are a company incorporated in England and Wales whose registered office is at 16 Blackfriars Street, Manchester, M3 5BQ. Company number 08647757.

B: Our Promise to You

1. We agree that we will stick to the brief and deliver what we have proposed to you, adhering to industry best practice and webmaster standards.
2. We will carry out all the tasks assigned to us in the project plan, and any work reasonably necessary or required to complete your project, including communicating regularly to ensure we have everything we need from yourselves.
3. We will provide our services with all reasonable skill and care in accordance with good industry practice and modern web standards. We will communicate this to you if you ask us to create something that is not best practice.
4. We will provide any deliverables and documentation as per the brief, our agreement and what is laid out in our original plan.

5. If You provide us with any personal or sensitive data, we will comply with the The General Data Protection Regulation (GDPR) (EU) 2016/679.

C: What We Expect from You

1. You agree to perform tasks and provide any other support specified as being provided by you in our project plan. If You don't do this we may not be able to provide the service or deliverable, and you would still be liable for time spent to date.
2. You agree to provide us promptly with all information and support that We reasonably require or request from time to time whilst we are working on your project, so we are not delayed in performing our obligations to you. If You don't do this we may not be able to provide the service or deliverable, and you would still be liable for time spent to date.
3. If We can't provide the Service or part of the Services because of any failure by You to provide any support under the project plan, then we cannot be held liable for any delays and in some circumstances termination.
4. You undertake to Us that any personal data You supply under this Agreement shall comply with the provisions of The General Data Protection Regulation (GDPR) (EU) 2016/679.

D: Paying Us

1. Fees are paid to Made By Factory Limited as set out in the estimate and our agreed payment schedule.
2. You don't have to pay Us any Fees or disbursements unless We have sent You an invoice. Our invoices are subject to VAT. We request payment by BACS or Electronic Bank Transfer. - We can take card payment but a 2% surcharge will be added.

3. Making a payment to us is wholly without prejudice to any rights or claims you may have against us. Neither is it an admission that our performance to date has been as required. This is promised separately in part B. On this basis, it is agreed that you cannot make deductions and defer payments in respect of a dispute unless this has been resolved by an agreement or dispute resolution process.
4. All invoices We send You will be in pounds Sterling unless specified otherwise.
5. Deposit is due before work commences. All other invoices are subject to 30 day terms unless agreed otherwise.

E: Late Payments

Although we know human nature and we can agree up front some flexibility, please let us know in advance if there will be any issue in paying an invoice on time so we can come to an agreement. Late payment or failure to communicate with us may result in the following.

1. We may need to stop working on your project and commence working on other scheduled projects. We will give you 14 days written notice that We will do this. Before providing this notice We will make at least one attempt to engage with You to confirm when payment will be made.
2. If we still do not receive payment we reserve the right to terminate the agreement.
3. In the event of any dispute in relation to the Fees or the provisions of this clause, both of us will seek to always resolve the matter in good faith and attempt to resolve the matter amicably.

F: Intellectual Property

“Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

1. First, you guarantee that all elements of text, images or other artwork you provide are either owned by yourselves, or that you have permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we’re using their intellectual property.
2. We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:
3. You’ll own the website we design for you plus the visual elements that we create for it. We do keep these files as a back up although we are not required to and cannot be held liable for their loss after the project has been delivered. We can arrange for daily backups to your website.
4. We own any intellectual property rights we’ve developed prior to, or developed separately from this project and not paid for by you. We’ll own the unique combination of these elements that constitutes a complete design and we’ll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

G: Displaying our work

1. We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.
2. When working on projects, we like to share updates of our work in progress across social channels. These may be code screenshots, interface layouts, or just pictures of us working. We promise not to disclose any sensitive information, and if the project involves a rebrand or product that is not launched, we can ensure this is kept out.

H: Our Qualified Team

1. We can confirm that We have access to sufficient, suitable and experienced staff to complete your project. We may from time to time recommend third parties for particular elements of projects we don't have an in house staff member for (for example animated explainer videos) In any event we can advise you from our list of trusted suppliers.
2. We indemnify ourselves from any third party we have recommended you to outside of the scope of the brief. We will always advise to the best of our knowledge, third parties that have an excellent reputation and history.
3. We will let you know if any of our team become unable to work on the project and if so, We will replace that person with an equally suitable and experienced person. If a delay is caused (despite Our reasonable endeavours) to replace any person it shall be treated as a Force Majeure event.

4. We will use our reasonable endeavours to ensure that our staff work with your usual staff and security practices if they need to attend Your premises (as long as you let us know what these are beforehand).

I: Changing your project

Design is an iterative process, and we leave room for flexibility in our projects. Tweaks are fine, and we have allowed leeway for this, as such we do not see these as 'Changes' Sometimes though, the direction changes, you have a big idea, or you feel an initial idea is not worth including. That's ok, just let us know and we will endeavour to refactor this into your existing workflow as best we can.

1. If either of us sees a need for a change in the project and / or it's deliverables they will inform the other of the need for a change as soon it has identified, the reason why it is necessary and any other details which may be necessary to assess the impact of the change on the agreement. We can agree these changes by exchange of email.
2. If a change is requested We will arrange to speak with you for a good faith discussion about the change request. If the change is major and impacts the original agreement, we will complete an agreement change form. This can be done over email. The Agreement change form will vary this Agreement when confirmed by both of us.
3. We may sometimes identify a change which is required in order to deliver your project, deliverable or to meet the requirements of the brief. This could be due to something that wasn't identified in the brief.

4. If the above change isn't because of any failure or default of ours and we have no way to carry it out we will be entitled to terminate the agreement and be paid all the fees appropriate to the works We have carried out to date. Examples of this may be that you have asked us to develop an iPhone App, and mid way you change to an Android App.

J: Cancelling The Project

We understand that sometimes, things happen, you may change your mind or decide not to go ahead with that project. In this event would ask you for 14 days notice and you agree to pay us for the time we have spent so far.

K: Termination of Agreement

Immediate termination may happen if the following occurs

1. breach of agreement where there is a failure to try to remedy the agreement, and it is still not resolved after 14 days.
2. If the other breaches a material provision of this Agreement and that breach is not capable of being remedied.

Either if us will be deemed to be in default of this Agreement if:

1. There is any change in the direct or indirect beneficial ownership or control of that party, that affects any of the original agreement or ability to complete it, or be paid for it.
2. That party disposes of the whole or part of its business, operations or business other than in the ordinary course of business
3. That party ceases to carry on business;
4. That party ceases to be able to pay its debts as they become due

5. That party passes a resolution, or a court makes an order that the party be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation;
6. a receiver, manager administrator or similar official on behalf of a creditor is appointed in respect of the business or any part thereof of that party.
7. that party has an administrator appointed or documents filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by such party or its directors or by a qualifying floating charge holder (as defined in the Insolvency Act 1986 paragraph 14 Schedule B1);
8. that party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
9. any similar event occurs under the law of any other jurisdiction in respect of that party.

K: Limitation of Our Liability.

1. We do not exclude liability for fraud, death or personal injury to the extent to which it arises from Our negligence or breach of contract.
2. Our liability for any breach of this Agreement resulting in direct loss or damage, shall be limited to damages which shall not exceed the total sum paid by You under this Agreement in the 12 months before the event giving rise to the liability or:
3. £5000

L: Indemnity

1. We (first party) agree to indemnify all staff, employees agents (second party) against any costs or expenses arising out of any claim against the second party, by any person arising out of or as a consequence of any unlawful or negligent act or omission of the first party.

2. The indemnity extends to and includes all costs, damages and expenses reasonably incurred by the second party in defending any such action, proceeding claim or demands.

M: Force Majeure

'Force Majeure' is a legal terms and for the purpose of this Agreement means anything outside the reasonable control of either of us, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage or failure, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, transportation embargo, failure or delay in transportation, including any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.

1. If We are wholly or partially precluded from complying with its obligations under this Agreement by Force Majeure, for more than ninety (90) days then without prejudice to any other existing rights, You have the right to immediately terminate the Agreement.