

Contract

Date: 15 June 2013

Between us Nineteen Feet Limited and you [name]

Summary

We'll always do our 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 as we want what's best for both parties, now and in the future.

So in short;

You ([name]), located at [customer address] are hiring us (Nineteen Feet Limited) located at [our address] to [develop something] at the rate of [£N per whatever]. We have estimated total price of [total] as outlined in our previous correspondence.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

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

What will we do for you?

Development

We will provide maintainable PHP 5 code, with HTML5 markup, CSS stylesheets for styling and JavaScript as required.

Browser testing

Browser testing means ensuring that a person's experience of a website should be appropriate to the capabilities of a browser or device, but may not look the same in all browsers.

We test our work in current versions of major desktop browsers including Safari, Chrome, Internet Explorer and Firefox. We won't test in other older browsers unless you specify otherwise.

We can also test our work in the current version of Safari for iOS if you require us to. We will not test in other mobile browsers. If you need us to test using these, then we can provide a separate estimate for that.

Technical support

We provide technical support solely for the work we have done for you. That is, we do not provide support for things that we are not responsible for. We will fix bugs in our code for free for up to 3 months from delivery.

Changes

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for that.

Text content and images

We're not responsible for writing text copy or creating any images. If you'd like us to write new content or produce images or design work, we can provide a separate estimate for that.

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format.

Copyrights & Licenses

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 your final payment has cleared, copyright and licenses will be automatically assigned as follows:

- You own all elements of text, images and data you provided, unless someone else owns them.
- We own the source code to the application and we'll licence that you in perpetuity for this project only. We'll provide an exclusive license for the parts of the source code that are unique to this project and a non-exclusive license for all code that we can re-use between projects, unless we agree otherwise. We can provide a separate estimate for that.
- We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Payments

As we're sure you'll want to stay friends it is important that you pay the invoices that we send you promptly. You agree to stick tight to the following payment schedule:

- All invoices will be paid within 30 days of date of invoice.

The small print

We can't guarantee that our work will 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, even if you've advised us of them.

You can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason any part of this contract becomes invalid, unlawful 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 and Welsh courts.

The dotted line

Signed by and on behalf
of Nineteen Feet Limited:

Signed by and on behalf of:
of [name]:

.....

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Date:

Date: