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Registered office address: 146 Sunnybank Road,
 Mirfield, West Yorks, WF14 0JG

Web Development and Design Agreement

Company/Client			
Phone		FAX	
Alternative Phone			
Authorized Representative of the Company / Client			
Position in Company			
Address			
City		County	
Post Code			
E-mail address			
Present WWW URL (if any)			

Terms of Agreement

1. Definitions

- “NeoDaemos” shall mean NeoDaemos Design LLP of Mirfield, West Yorkshire.
- “the Client shall mean <contract specific>
- “the Service” shall mean the design and deployment of the Client’s web site on the World Wide Web (Internet) as detailed in section 3 below.
- “Contractual Term” shall mean:
 - for the web site design and deployment, from the date of signature of the contract to one month following completion of the site.
 - for the web site hosting, one year from the purchase of the web space.
- “Standard Hourly Rate” - currently £30/hour or ratably for each part of an hour, subject to change by advance notification to the Client and which is subject to the Standard Payment Conditions.
- “Standard Payment Conditions” - payment must be made within two weeks from the date of invoice. Late payments will be subject to addition of interest to be calculated from the due date of invoice to the date of actual payment. Interest will be calculated at 4% above the base rate for the time being of the Bank of England.
- “Contract Price” – this is the price as defined in the Quotation.
- “Material Alteration” – any alteration that in the definitive opinion of NeoDaemos is material in that it involves NeoDaemos in additional work, cost or both.

2. Authorisation

The above named client is engaging NeoDaemos Design LLP as an independent contractor for the specific purpose of developing a World Wide web site to be installed on web space as agreed. Hereafter, the client will be known as the "Client" and NeoDaemos Design LLP will be known as "NeoDaemos".

The Client hereby authorises NeoDaemos to access the relevant web space account, and authorises the Host Provider (if not NeoDaemos) to provide NeoDaemos with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project. Alternatively, NeoDaemos will provide the web site files by e-mail or CD for the client to upload.

3. The Service

NeoDaemos will undertake the following:

Domain registration:

NeoDaemos will secure a domain name for the Client at the Client's request, subject to availability. Upon registration, the domain will be the property of the client who will be responsible for subsequent payments for as long as he wishes to keep the domain. Initial registration covers the first 2 years, after which the client will be billed directly by NeoDaemos.

If the Client already has a domain name, NeoDaemos will coordinate redirecting the address to the new host, where applicable. Any resultant transfer, redirect or associated fees will be chargeable.

Advice:

NeoDaemos will provide reasonable advice along the process of the building of the site and will, wherever possible, continue to do so via e-mail for one month after completion of the site free of charge. This advice will be limited to NeoDaemos' provision of the Service and any technical problems arising therefrom.

Base Package / Graphic Creation:

This agreement contemplates agreed number of web pages with graphics and any relevant extras. See quotation for details.

Text:

NeoDaemos will integrate the Client's text into the web site. The final text must be supplied by the Client unless otherwise specified. Text not supplied in electronic format and thereby involving manual entry is subject to additional charges at the Standard Hourly Rate.

Graphics:

In many cases, NeoDaemos will create or capture or receive from the Client, graphic elements necessary to complete the Client's site. This includes the company logo and ancillary images. This also includes photography or scanning services as listed below.

Photographs:

Images must be provided by the client whether in photographic format or electronic format unless agreed otherwise (e.g. NeoDaemos to obtain via photographic agency or through their own graphic designer).

Supplied images must be suitable for use on the Client's web site. Images not suitable for use may be discarded or, if possible and by prior agreement with the Client, enhanced. Such enhancement will be subject to additional charges at the Standard Hourly Rate.

4. Payment Terms / Work Flow

Payment for work on the web site is to be paid in two parts:

- Deposit payment of £<contract specific> to be paid when the Client commissions NeoDaemos to undertake the web site design.
- Balance of payment (£<contract specific>). This will become due on completion of the web site.

Provided always that if NeoDaemos shall be unable to provide the Service or any part thereof by reason of the Client failing, though reasons within their control, to provide NeoDaemos with any material and/or information within two months of being so requested by NeoDaemos, then NeoDaemos may at its option elect to terminate the contract and charge for the work done to that point such charge being a proportionate part of the Contract Price and Standard Payment Conditions shall apply to such sum due.

Upon receipt of the final payment, the site will be submitted to the Google search engine. Failure to pay the final amount within 30 days of the site being signed off may result in the site being removed until payment is made.

5. Client Amends

NeoDaemos encourages input from the Client during the design process and will consult the Client at all significant stages for approval before continuing.

However we are aware that some Clients may request material alterations to pages we have already built to the Client's specification. To that end, please note that our agreement does not include a provision for material alterations or creation of additional pages in excess of the agreed number. If material alterations are requested after the agreed design, this will be charged at our standard hourly rate. Some examples of material alterations at the request of the Client include but are not restricted to:

- A substantial redesign at the Client's request.
- Recreating or significantly modifying the page header graphic at the Client's request.
- Replacing more than 50% of the text to any given page at the Client's request.
- Creating a new navigation structure.

6. Maintenance Agreements

Any maintenance to the site requested by the Client after completion will be charged at our standard hourly rate or by pre-arranged terms. If a maintenance contract is signed between the Client and NeoDaemos, then this will normally be for the term of one year.

7. Assignment of Project

NeoDaemos reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. NeoDaemos warrants all work completed by subcontractors for this project.

8. Additional Expenses

The Client agrees to reimburse NeoDaemos for any critical Client requested expenses necessary for the completion of our project. Examples would be: Purchase of specific fonts at the Client's request, Purchase of specific photography at the Client's request. Purchase of specific software at the Client's request.

9. Copyrights and Intellectual Property Rights

It is the sole responsibility of the Client to ensure that all copyright and intellectual property right clearances have been obtained from their respective owners in respect of any material provided by the Client to NeoDaemos where the copyright and intellectual property rights are not owned by the Client. The Client agrees to indemnify and keep NeoDaemos indemnified and held harmless, without limitation, against all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) suffering or incurred by NeoDaemos in consequence of any breach by the Client of this clause.

10. Illegal or Improper Use

The Client agrees and undertakes only to use the services provided by NeoDaemos for proper and lawful purposes. The Client shall not use the services for transmission of any material the transmission of which may violate criminal or civil law or which is obscene, threatening, defamatory or which may render the transmitter liable to proceedings whether criminal or civil. Any breach of this clause shall be a breach entitling NeoDaemos to terminate this agreement with immediate effect and the Client hereby agreed to indemnify NeoDaemos and keep NeoDaemos indemnified and held harmless in respect of all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) which may be brought against NeoDaemos or suffered or incurred by it in consequence by the breach or non-observance by the Client of this clause.

11. Limitation of liability

NeoDaemos shall not be liable to the Client for any indirect or consequential damage or loss (including loss of profits and loss of business opportunity) which may be caused brought about or suffered by the Client as a result, wholly or in part, of any fault, defect or error in the provision of the services by NeoDaemos to the Client. In addition and even where the claim involved arose by the negligence of NeoDaemos, its servants, agents, employees or otherwise (other than in respect of death or personal injury thereby caused) the liability of NeoDaemos to the Client for any claim in contract or tort shall be limited to the aggregate of the charges paid by the Client to NeoDaemos for the provision of the services. The Client hereby acknowledges that the charges made by NeoDaemos are modest and it is reasonable for the liabilities of NeoDaemos to be so limited.

The Client also agrees to indemnify NeoDaemos and keep NeoDaemos indemnified and held harmless in respect of all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) which may be brought against NeoDaemos or suffered or incurred by it arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organisation, or business.

12. Ownership to Web Pages and Graphics

Copyright to the finished unique assembly of web pages produced by NeoDaemos and graphics shall be vested with the Client only upon final payment. This ownership is to only include design, photos, graphics, source code, work-up files and text, all of which may have been specifically designed for the Client for completion of this project. However, copyrights to third party artwork licensed by NeoDaemos, or third party licensed software, remain with the copyright holders.

13. Design Credit

The Client agrees that NeoDaemos may put a small font link stating 'Powered by NeoDaemos Design LLP' in a discreet position on each page of the site. The Client also agrees that the web site created for the client may be used in the NeoDaemos portfolio.

14. Nondisclosure

NeoDaemos, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential

Information identified as such, to any person whatsoever.
Likewise, the Client agrees that it will not convey any confidential information obtained about NeoDaemos to another party.

15. Cancellation

In the event that work is postponed or cancelled at the request of the Client in writing, NeoDaemos shall have the right to retain the deposit paid at the start of the project. The Client also agrees to pay NeoDaemos fees based on the number of hours worked charged at the standard hourly rate up to the full quotation value.

16. Other Agreements between NeoDaemos and Client

Any agreement between NeoDaemos and client not covered elsewhere will be listed here.

<contract specific>

17. Force Majeure

NeoDaemos shall not be liable for any breach of this agreement if the same was caused by an act of God, insurrection or civil disorder, war or military operations, local or national emergency, acts or omission of Government, Highway Authority or other competent Authority, Industrial disputes of any kind (and whether involving NeoDaemos or not as the case may be) fire, lightning, explosion, flood, subsidence, weather of exceptional severity, the acts or omissions of third parties to whom NeoDaemos is not responsible (particularly including other telecommunication service providers) or for any other cause or reason whether or not E.jusdem Generis to the foregoing but which are outside the control of NeoDaemos.

18. Notices

Any notice relating to this agreement may be given by either party to the other by being sent by recorded delivery post to the other party at the address appearing in this agreement or notified in writing by that party to the other party to this agreement.

19. Law

This agreement shall be governed by and construed in accordance with English Law and shall come within the jurisdiction of the courts of England and Wales.

20. Entire Agreement

NeoDaemos and the Client hereby acknowledge that these terms and conditions contain the entire agreement between them relating to the subject matter covered and that in agreeing to these terms and conditions, neither party has relied on any representation given by the other other than those expressly stated in this agreement and that neither party shall have any claim against the other arising from purported misrepresentation which does not itself appear in this agreement.

21. Headings

Headings are included in this agreement for convenience only and shall not effect the construction or interpretation of the agreement itself.

22. The Contracts (Right of Third Parties) Act 1999

It is hereby declared that for the purposes of the said act this agreement does not provide for enforcement of its terms by any third party not do the parties intend that any of its terms should confer a benefit on any third party.

23. Termination

If the Client fails to pay NeoDaemos any sum due under the terms of the agreement and/or if the Client breaches any of the terms of this agreement, and fails to remedy the breach within 21 days, NeoDaemos has the right to terminate the agreement. No refund will be made by NeoDaemos to the Client.

NeoDaemos retains the right to terminate the agreement if the Client (being a company) goes into liquidation or has an administrator or administrative receiver appointed or (in the case of an individual) is made bankrupt. At its discretion, NeoDaemos will be entitled to suspend the provision of services whilst the default continues.

On behalf of the Client. _____

Date _____

On behalf of NeoDaemos. _____

Date _____