

**BS-L WEB SITE DESIGN  
STANDARD MONTHLY CONTRACT**

This Contract Agreement is made this.....day of .....(month), 20.....(year), between:

Name:

Business Name ("Client"):

Having its principal place of business at:

Address:

City:

County:

Post Code:

Phone:

Fax:

Email:

and BS-L Web Site Design having its principal place of business at:

79 Milford Lodge, Milford, Surrey, GU8 5JF  
Email: [Admin@BS-L.co.uk](mailto:Admin@BS-L.co.uk)

In consideration of Client retaining BS-L to design or redesign, and/or build and/or maintain, and/or host a website for Client, it is agreed as follows:

1. Compensation and Terms

The above named Client retains BS-L, and BS-L agrees to perform the following services: designing or redesigning, and/or building, and/or maintaining and/or hosting a website for Client according to \*specifications agreed upon, and detailed at the bottom of this contract, between BS-L and Client.

Client is solely responsible for supplying website content, authoring, organization, images in file format unless BS-L is hired specifically for this purpose and it is stated in the agreed upon specifications. If all text and graphics necessary to complete the work are not received by BS-L within 30 days from the date of contract the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of BS-L.

The following fees shall apply:

Customer shall pay fees agreed upon during account signup. BS-L will invoice monthly (unless otherwise agreed in writing), **Clients** paying by cheque will receive an invoice for charges, payment being due upon receipt. **Clients** paying by Direct Debit expressly agree to have their account billed monthly (in advance) for the recurring charges for the life of the contract including any automatic renewal periods. The Client also undertakes to notify BS-L in writing of any changes in their Banking details. BS-L may, at its option, charge a 10% fee for late payments.

BS-L agrees to complete this project within the pre-arranged budget, unless client requires additional work or services not agreed upon, or if client requires multiple design drafts or repeated changes which would significantly increase work required of BS-L. BS-L will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement in writing regarding this. If it becomes necessary for BS-L to bring legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable legal fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed.

2. Warranties by BS-L

BS-L represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

3. Independent Contractor

BS-L acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

BS-L recognises and acknowledges that this Agreement creates a confidential relationship between BS-L and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

#### 5. Non-Disclosure

BS-L agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

#### 6. Grant

Client agrees that copyrights to BS-L's work product produced in the performance of this Agreement shall remain the exclusive property of BS-L, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without BS-L's prior written consent. Any rights granted to Client under this Agreement shall not affect BS-L's exclusive ownership of the work copyright.

#### 7. Copyrights and Trademarks

The Client represents to BS-L and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to BS-L for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend BS-L and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

#### 8. Force Majeure

Any delay or non-performance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labour disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

9. BS-L agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications below, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of client. BS-L shall also prepare the site for search engine submission, which shall include analysis of text for keyword content, alt tags for images, preparation and installation of keyword and content Meta tags, and submission to the major free submission search engines. BS-L does not guarantee listings on search engines as they alone determine who they will list and who they will not.

#### 10. Cancellation.

The Client shall have 30 days from the date of delivery of the Web-Site in final form to inspect, test and evaluate it to determine whether the Web-Site satisfies the acceptance criteria in accordance with procedures set forth in the Specifications, or as established by BS-L and approved by Client prior to testing. If the Web-Site does not satisfy the acceptance criteria, The Client shall give BS-L written notice stating why the Web-Site is unacceptable. BS-L shall have 30 days from the receipt of such notice to correct the deficiencies. The Client shall then have 10 days to inspect, test and evaluate the Web-Site. If the Web-Site still does not satisfy the acceptance criteria, the Client shall have the option of either (1) repeating the procedure set forth above, or (2) terminating this Agreement pursuant to the section of this Agreement entitled "Termination." If the Client does not give written notice to BS-L within the initial 30-day inspection, testing and evaluation period or any extension of that period, that the Web-Site does not satisfy the acceptance criteria, the Client shall be deemed to have accepted the Web-Site upon expiration of such period.

#### 11. Termination

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice must be made by mail or electronic mail. BS-L will not accept terminations over the telephone. Notwithstanding the above, BS-Ls may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement, including non-payment. BS-L reserves the right to charge a reinstatement fee.

#### 12. Warranties and Liability.

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or BS-L. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless BS-L from any claim resulting from the Client's publication of material or use of those materials. It is also understood that BS-L will not publish information over the Internet which may be used by another party to harm another. BS-L will also not develop a pornography or warez web site for the Client. BS-L reserves the right to determine what is and is not pornography. BS-L does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. BS-L is not be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond BS-L control.

#### 18. Indemnification.

Client agrees that it shall defend, indemnify, save and hold the BS-L harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees associated with BS-L's development of the Client's web site. This includes Liabilities asserted against BS-L, it's subcontractors, it's agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

. \*Specifications agreed upon

To be stated on an individual basis:

IN WITNESS WHEREOF, Client and BS-L have duly executed this Agreement as of the day and year first above written.

**BS-L Website Design**

Name:

Title:

Date:

**Client:**

Name:

Title:

Date: