



mike  
higginbottom

hassle free web design

---

## Sample Fixed Price Contract

---

Date: [today's date]

Between: me mikehigginbottom.com and you [customer name]

---

### 1 Summary

I will always do my best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong.

In this contract you won't find complicated legal terms or large passages of unreadable text. I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

### 2 In Short

You ([customer name]) are hiring me (mikehigginbottom.com) located at 3 Bleasfell Chase, Worsley, Manchester M28 1UZ, UK to [design and develop a web site] for the estimated total price of [total] as outlined in our previous correspondence.

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

### 3 What do both parties agree to?

As my customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it and in the format that I ask for. You agree to review my work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

I have the experience and ability to perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavour to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off my work on-time at any stage. On top of this I will also maintain the confidentiality of any information that you give me.

### 4 Getting down to the nitty gritty

#### 4.1 Design

I will create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay me in full for all of the work that I have produced until that point and you may either cancel this contract or continue to commission me to make further design revisions at the daily rate set out in our original estimate.

## 4.2 XHTML/CSS layout templates

If the project includes XHTML or HTML mark-up and CSS templates, I will develop these using valid XHTML 1.0 Strict mark-up and CSS2.1 + 3 for styling. I will test all my mark-up and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera. I may also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in a selection of previous, yet still popular, versions of browsers. I'll make this determination based on the prevailing browser usage patterns at the time.

I will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, I will charge you at the daily rate set out in my original estimate for any necessary additional code and its testing.

## 4.3 Text Content

You know your business best so I'm not responsible for writing or inputting any text copy unless we specified it in the original estimate. Often clients want somebody to polish their words though. In that case I'll be happy to help, and in addition to the estimate I will charge you at my hourly rate for copy writing or content input.

## 4.4 Photographs

You will supply me photographs either in digital or printed format. If you choose to buy stock photographs I can suggest vendors of stock photography. Any time I spend searching for appropriate photographs will be charged at my hourly rate.

## 4.5 Changes and Revisions

I know from plenty of experience that conventional fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. I don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that I estimate I'll need to accomplish everything that you have told me you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the daily rate set out in the estimate I gave you. Along the way I might ask you to put requests in writing so I can keep track of changes.

I'm not responsible for any consequences arising from modifications made to your web site by anyone other than myself or my authorised agents.

## 4.6 Technical Support

You may already have professional web site hosting; you might even manage that hosting in house; if that's the case, great. If you don't manage your own web site hosting, I can set up an account for you at one of my preferred, third-party hosting providers. I will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be charged at my hourly rate.

## 4.7 Legal Stuff

I can't guarantee that the functions contained in any web page templates or in a completed web site will always 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 arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised me of the possibilities of such damages.

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

Phew.

## 4.8 Copyrights

You guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

When I receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that I create for you for this project. I will give you a copy of all files and you should store them really safely as I am not required to keep them or provide any native source files that I used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. I own the XHTML mark-up, CSS and other code and I license it to you for use on only this project.

I love to show off my work and share what I have learned with other people, so I also reserve the right to display and link to your completed project as part of my portfolio and to write about the project on web sites, in magazine articles and in books about web design.

#### 4.9 Payments

I'm sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick tight to the payment schedule detailed in the accompanying proposal.

#### 4.10 Cancellations

Cancellation of this contract at any time is to be by mutual consent only.

#### 4.11 But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this contract to anyone else without my permission.

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 English courts.

## 5 The Dotted Line

Signed by and on behalf of mikehigginbottom.com:

Signed by and on behalf of [customer name]:

Date [date]

Everyone should sign above and keep a copy for their records.