



Development & Design Contract

This Contract is between **xxxxxyzzz** (the "Client") and BATS, a private limited company (the "Contractor").

The Contract is dated **[the date both parties sign]**.

1. PROJECT AND PAYMENT.

1.1 Project. The Client is hiring the Contractor to do the following: Details to be provided.

1.2 Schedule. The Contractor will begin work on **xxxxxx**. This Contract can be ended by either Client or Contractor at any time, pursuant to the terms of Section 6, Term and Termination.

1.3 Payment. The Client will pay the Contractor in milestones totalling **£xxxxx(GBP) (inclusive of VAT) as per the Quotation.** The milestones will be invoiced to coincide with the following timetable:

- 1.3.1 The Client pays 30% of the Agreed Price (COST) by Date
- 1.3.2 The Client supplies necessary Content by Date
- 1.3.3 The Contractor provides Draft 1 by Date
- 1.3.4 The Client will provide feedback by Date
- 1.3.5 The Client pays 30% of the Agreed Price (COST) by Date
- 1.3.6 The Contractor provides Draft 2 by Date
- 1.3.7 The Client will provide feedback by Date
- 1.3.8 The Client pays 30% of the Agreed Price (COST) by Date
- 1.3.9 The Contractor provides the Final Version by Date
- 1.3.10 The Client will provide feedback by Date
- 1.3.11 The Client pays 10% of the Agreed Price (COST) by Date
- 1.3.12 The Contractor will handover Full Ownership of the Site to The Client by Date

Once a payment or deposit is made, it is non-refundable.

1.4 Expenses. The Contractor is not entitled to any further fees from the Client unless otherwise agreed in writing by the Client due to a required feature or additional services

1.5 Invoices. The Contractor will invoice the Client in accordance with the milestones in Section 1.3. The Client agrees to pay the amount owed within 2 days of receiving the invoice. The Contractor will cease further work on the Site if payment is not received by the due date.

1.6 Support. The Contractor will provide Aftercare Support depending on the Monthly Hosting Package selected.

- 1.6.1 No Hosting £0 pm = £90 per Minor or Major Task
- 1.6.2 Just Hosting £6 pm = £70 per Minor or Major Task
- 1.6.3 Basic Hosting £22 pm = £50 per Major Task (includes unlimited Minor Tasks)
- 1.6.4 Plus Hosting £32 pm = £30 per Major Task (includes unlimited Minor and 1 Major Task)



2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this job, the Contractor is creating “work product” for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mock-ups, hardware, designs, inventions, patents, code, and anything else that the Contractor works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Contractor hereby assigns to the Client this work product once the Client pays for it in full. This means the Contractor is giving the Client all of its present and future right, title, and interest in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit. Accordingly, the Contractor should not register or attempt to register any intellectual property rights in the work product unless requested to do so by the Client.

2.2 Contractor’s Use Of Work Product. Once the Contractor assigns the work product to the Client, the Contractor does not have any rights to it, except those that the Client explicitly gives the Contractor here. The Client gives permission to use the work product as part of portfolios and websites, in galleries, and in other media, so long as it is to showcase the work and not for any other purpose. The Client does not give permission to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends.

2.3 Credit For The Work Product. The Client is under no obligation to give credit to the Contractor each time it publishes the work product.

2.4 Contractor’s Help Securing Ownership. In due course, the Client may need the Contractor’s help to show that the Client owns the work product or to complete the transfer. The Contractor agrees to help with that. For example, the Client may require the Contractor to sign a copyright assignment and the Contractor shall do this. The Client will pay any reasonable expenses for this. If the Client can’t find the Contractor, the Contractor agrees that the Client can act on the Contractor’s behalf to accomplish the same thing. The following language gives the Client that right: if the Client can’t find the Contractor after spending reasonable effort trying to do so, the Contractor hereby irrevocably designates and appoints the Client as the Contractor’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Contractor and on the Contractor’s behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product).

2.5 Contractor’s IP That Is Not Work Product. During the course of this project, the Contractor might use intellectual property that the Contractor owns or has licensed from a third party, but that does not qualify as “work product.” This is called “background IP”, and the parties shall agree during the project what intellectual property constitutes “work product” and what intellectual property constitutes “background IP”. The Contractor is not giving the Client this background IP. But, as part of the Contract, the Contractor is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client’s products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot



sell or license the background IP separately from its products or services. The Contractor cannot take back this grant, and this grant does not end when the Contract is over.

2.6 Contractor's Right To Use Client IP. The Contractor may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the Contractor to build a website, the Contractor may have to use the Client's logo. The Client agrees to let the Contractor use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Contractor's job. Beyond that, the Client is not giving the Contractor any intellectual property rights, unless specifically stated otherwise in this Contract.

2.7 Moral Rights. The Contractor waives any moral rights in the work product to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988. This means that (unless otherwise stated in this contract) the Contractor gives up its right to be acknowledged as the author of the work product and also the right to object to the way the Client uses that work product.

3. THE CLIENT'S OBLIGATIONS.

3.1 The Customer must:

3.1.1 Co-operate with the Supplier in all matters relating to the Services.

3.1.2 Provide, in a timely manner, any materials and any information as the Supplier may reasonably require; in the case of information, the Customer shall ensure that it is accurate in all material respects.

3.1.3 Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start.

4. DEFECTIVE SERVICES. Where any defect in the provision of the Services is reported to the Supplier by the Customer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of the Customer, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.

5. REPRESENTATIONS.

5.1 Overview. This section contains important promises between the parties.

5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 Contractor Has Right To Give Client Work Product. The Contractor promises that it owns the work product, that the Contractor is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Contractor uses employees or subcontractors, the Contractor also promises that these employees and subcontractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subcontractors have related to the Contractor's background IP and work product.

5.4 Contractor Will Comply With Laws. The Contractor promises that the manner it does this job, its work product, and any background IP it uses comply with all applicable laws and regulations in the territories relevant to the provision or receipt of the services under this contract.



5.5 Work Product Does Not Infringe. The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered into or will enter into with someone else.

5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions.

5.7 Client-Supplied Material Does Not Infringe. If the Client provides the Contractor with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

5.8 Service Standard. The Contractor will perform its work under this contract with all due skill, care and ability.

5.9 Client Premises. To the extent that the Contractor is required to work at the Client's premises, the Contractor shall comply with the health and safety policies and procedures notified to it by the Client.

6. TERM AND TERMINATION.

6.1 Term and Termination. This Contract is ongoing until the work is completed. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Contractor must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Contractor for the work done up until when the Contract ends and will reimburse the Contractor for any agreed-upon, non-cancellable expenses.

6.2 Additional Termination Right. Either party may terminate this contract on written notice to the other party, if the other party is in material breach of any of the terms of this contract, and fails to remedy that material breach within 7 days after receiving a written notice from the first party requiring it to do so.

7. INDEPENDENT CONTRACTOR. The Client is hiring the Contractor as an independent contractor. The following statements accurately reflect their relationship:

- The Contractor will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Contractor is responsible for determining when, where, and how it will carry out the work.
- The Client and the Contractor do not have a partnership, principal-agent or employer-employee relationship.
- The Contractor cannot enter into contracts, make promises, or act on behalf of the Client.



8. CONFIDENTIAL INFORMATION AND DATA PROTECTION.

8.1 Overview. This Contract imposes special restrictions on how the Client and the Contractor must handle confidential information. These obligations are explained in this section.

8.2 The Client's Confidential Information. While working for the Client, the Contractor may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Contractor promises to treat this information as if it is the Contractor's own confidential information. The Contractor may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Contractor use a customer list to send out a newsletter, the Contractor cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Contractor written permission to use the information for another purpose, the Contractor may use the information for that purpose, as well. When this Contract ends, the Contractor must give back or destroy all confidential information, and confirm that it has done so. The Contractor promises that it will not share confidential information with a third party, unless the Client gives the Contractor written permission first. The Contractor must continue to follow these obligations, even after the Contract ends. The Contractor's responsibilities only stop if the Contractor can show any of the following: (i) that the information was already public when the Contractor came across it; (ii) the information became public after the Contractor came across it, but not because of anything the Contractor did or didn't do; (iii) the Contractor already knew the information when the Contractor came across it and the Contractor didn't have any obligation to keep it secret; (iv) a third party provided the Contractor with the information without requiring that the Contractor keep it a secret; or (v) the Contractor created the information on its own, without using anything belonging to the Client.

8.3 Third-Party Confidential Information. It's possible the Client and the Contractor each have access to confidential information that belongs to third parties. The Client and the Contractor each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the Contractor is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

8.4 Data Protection. Each party shall comply with its relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data in connection with this contract.

9. LIMITATION OF LIABILITY. Nothing in this contract shall limit or exclude the liability of either party for death or personal injury caused by the negligence of that party or for fraud. Each party's aggregate liability to the other party under or in connection with this contract shall not exceed the total fee paid or payable to the Contractor under this Contract, provided that each party's liability under Section 2 (Ownership and Licenses) and Section 8 (Confidentiality and Data Protection) shall be unlimited. In addition, neither party shall be liable to the other for any loss of profits, business revenue, goodwill or anticipated savings or for any indirect or consequential loss.

10. INDEMNITY.

10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Contractor or both. For example, if the Client gets sued for something that the



Contractor did, then the Client may require the Contractor to help in its defense and/or to reimburse the Client for any losses.

10.2 Client Indemnity. In this Contract, the Contractor agrees to indemnify the Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Contractor has done under this Contract; (ii) a breach by the Contractor of its obligations under this Contract; or (iii) a breach by the Contractor of the promises it is making in Section 5 (Representations).

10.3 Contractor Indemnity. In this Contract, the Client agrees to indemnify the Contractor (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

10.4 Conduct of Claims. In respect of any indemnity claim pursuant to this Section, the indemnified party shall: (i) promptly notify the indemnifying party of the relevant claim; (ii) not make any admission or otherwise compromise or settle the claim; and (iii) provide the indemnifying party with all such assistance as the indemnifying party may reasonably require in respect of the claim.

11. GENERAL.

11.1 Mediation. If a dispute arises about this contract, the parties first must try to settle it through negotiation and to try to reach a mutually satisfactory compromise.

11.2 Modification; Waiver. To change anything in this Contract, the Client and the Contractor must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

11.3 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a London business day at the location specified in the address for that party, or on a day that is not a London business day, then the notice is considered received at 9:00am on the next business day.



11.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

11.6 Third Party Rights. A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

11.7 Signatures. The Client and the Contractor must sign this document. Electronic signatures count as originals for all purposes.

11.8 Governing Law and Jurisdiction. The laws of England and Wales govern the rights and obligations of the Client and the Contractor (both contractual and non-contractual) under this Contract, without regard to conflict of law principles. The courts of England and Wales shall have exclusive jurisdiction in determining any dispute (whether contractual or non-contractual) under or in connection with this contract.

11.9 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties. Nothing in this paragraph excludes either party's liability for fraud.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

BATS

Director

Client Name