

# Terms & Conditions

September 21st 2020

Jenny's Web Design is a trading name of Mawhood & Mawhood Limited (Company No. 09715485). The Website Design Agreement Template set out below, our [Privacy Policy](#) and the specific Proposal related to your individual needs will together constitute the legal agreement between you and Mawhood & Mawhood Limited should you decide to proceed.

## Website Design Agreement Template

The Website Design Agreement (the "Agreement") is entered into on **agreed date**. When referred to collectively within the Agreement, the Designer and the Client shall be referred to as "the Parties".

1. Project Description. The Client wishes to hire the Designer to create a Website. The specific requirements and the details of work and fees are stated in the Proposal.

Payment. The Parties agree to the following Payment and Payment Terms:

Fee: **[as in Proposal]**

More details about the fees are outlined in the attached Proposal.

The fee is to be paid on completion and within 30 days of receiving invoice. Any delays in payment will incur a fee of 10% per month.

2. Confidentiality. During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Designer in order for the Designer to complete the Website in its final form. The Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. The Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

3. Ownership Rights. The Client continues to own any and all proprietary information it shares with the Designer during the term of this Agreement for the purposes of the Project. The Designer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, the Client will own the final website design.

While the Designer will customize the Client's Website to the Client's specifications, the Client recognizes that websites generally have a common structure and basis. The Designer continues to own any and all designs it may have created prior to this Agreement. The Designer will further own any designs it may create as a result of this Agreement.

4. Representations and Warranties.

The Designer. The Designer represents and warrants that he/she has the right to enter into and perform this Agreement. The Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for the Client and that such designs are not owned by anyone else to the Designer's knowledge. In the event that the Designer does not have these rights, the Designer will repay any associated damages the Client may experience or will take responsibility so that the Client does not experience any damages.

Client. Client represents and warrants that it has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to the Designer to be included in this Website. In the event that the Client does not have these rights, the Client will repay any associated damages the Designer may experience or will take responsibility so that the Designer does not experience any damages.

5. Disclaimer of Warranties.

The Designer shall create a Website for the Client's purposes and to the Client's specifications. The Designer has no responsibility for the words, images, videos or other content provided by the Client that are published on the Website. The Designer does not represent or warrant that said website will create any additional profits, sales, exposure, brand recognition or the like. The Designer has no responsibility to the Client if the website does not lead to the Client's desired result(s).

6. Limitation of Liability. Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery.

7. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

8. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

9. Jurisdiction. This Agreement and the rights and obligations of the Parties shall be governed by, and construed and interpreted in accordance with the laws of England. Any dispute between the Parties arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England.