Website Design and Development Contract

India version

This contract is between _____ (the “Client”) and _____ (the “Designer”) for the design and development of a website.

1. Scope

_____

The price includes _____ rounds of revisions at each design stage. Further revisions, new pages or features are billed separately after the Client approves a quote.

2. Content and materials

The Client will provide text, images, logos and other content in a usable format, and confirms it has the right to use them. The Designer is not responsible for delays caused by late content.

3. Fees

The total fee is Rs. _____. A deposit of _____% is due on signing and is non-refundable once design work starts. The balance is due before the site is launched or files are handed over.

4. Timeline and launch

The target launch date is _____, provided the Client supplies content and feedback on time. The Client will approve the site in writing before launch.

5. Hosting, domains and third-party services

Domain names, hosting, themes, plugins, fonts and other third-party services are paid for by the Client and governed by their own terms. The Designer is not responsible for outages or changes by third-party providers.

6. Ownership

On full payment, the Client owns the final website design and content created for it. The Designer keeps ownership of reusable code, frameworks and tools, and grants the Client a perpetual licence to use them as part of the website. The Designer may credit themselves in the site footer and show the work in their portfolio unless the Client objects in writing.

7. Warranty and support

The Designer will fix bugs reported within 30 days of launch at no charge. After that, support and updates are available at the Designer’s standard rates or under a separate maintenance agreement.

8. Accessibility and legal content

The Designer will follow reasonable accessibility practices. The Client is responsible for its own legal content, such as privacy and cookie notices, and for compliance with the Digital Personal Data Protection Act, 2023 and the Information Technology Act, 2000.

9. Liability

The Designer’s total liability is limited to the fees paid under this contract, and neither party is liable for lost profits or indirect loss, except where the law does not allow such limits.

10. Ending the project

Either party may end this contract with 14 days’ written notice. The Client will pay for work completed to that date, and the deposit is kept.

11. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

12. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

13. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

14. Disputes

The parties will first try in good faith to resolve any dispute through discussion for 30 days. Failing that, the dispute may be referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996, seated at _____, in English, or taken to the courts named in this agreement.

15. Governing law and jurisdiction

This agreement is governed by the laws of India, including the Indian Contract Act, 1872. Each party submits to the jurisdiction of the courts at _____, India, which will have exclusive jurisdiction.

16. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under the Information Technology Act, 2000, and have the same effect as handwritten signatures.

17. Signatures

Signed by the parties on the dates shown below.

Designer

Full name

Company

Designation

Date

Client

Full name

Company

Designation

Date