

CLIENT-FACING LEGAL TEMPLATE

Web Development Contract Template

The agreement that sits behind the proposal: who owns the code, who pays when the client disappears, and what happens when the project stalls.

A proposal sells the work. This contract survives it. It covers the four things that actually go wrong in web projects: scope drift, late feedback, unpaid invoices, and a fight over who owns what at the end. Pair it with the proposal, not instead of it.

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How to use this template

This is a supplier-side agreement. It is deliberately fair rather than aggressive, because a contract a client refuses to sign protects nobody.

- 1 Attach the proposal as Schedule 1.** This contract governs how the work happens. The proposal defines what the work is. Neither is complete alone.
- 2 Fill every blank before sending.** A contract with placeholders left in signals that nobody read it, which invites the client to negotiate everything.
- 3 Read Articles 4, 9, and 12 with a lawyer.** Late payment, liability caps, and termination are the clauses that vary most by jurisdiction and matter most in a dispute.
- 4 Send it with the proposal, not after acceptance.** Producing a contract once the client has already said yes reads as a bait and switch.

THIS IS NOT LEGAL ADVICE

Gatilab is a WordPress and search agency, not a law firm. This template is a drafting aid built from common web development terms. It has not been reviewed against the law of your jurisdiction and it does not create a lawyer-client relationship. **Have a qualified lawyer review it before you use it commercially.**

The three clauses that earn their keep

Article 5

IP transfers on final payment, not on delivery. This is the clause that gets invoices paid.

Article 4

Client delay stops the clock and can trigger a restart fee. Projects die in the gaps, not the work.

Article 10

A kill fee for cancellation mid-project. Without it, a client can walk in week five for free.

Parties and engagement

EFFECTIVE DATE <u>DD / MM / YYYY</u>	GOVERNING LAW <u>State / country</u>	PROJECT REFERENCE <u>Ref</u>
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PARTY	LEGAL NAME	REGISTERED ADDRESS	CONTACT
Client			
Supplier			

1 Engagement

The Client engages the Supplier to design, build, and deliver the website and related deliverables described in Schedule 1 (the "Project").

This Agreement, together with Schedule 1, is the entire agreement between the parties. Where Schedule 1 and this Agreement conflict, **this Agreement prevails** except on matters of scope, price, and timeline, where Schedule 1 prevails.

2 Term and independent contractor status

This Agreement begins on the Effective Date and continues until the Project is accepted under Article 7 or terminated under Article 10.

The Supplier is an independent contractor, not an employee, partner, or agent of the Client. The Supplier is responsible for its own taxes, insurance, and equipment, and may engage subcontractors provided it remains responsible for their work.

Scope and change control

3 Scope

The Supplier will deliver the items listed in Schedule 1. Anything not listed there is out of scope, including the exclusions stated in Schedule 1.

Revisions. Schedule 1 states the number of revision rounds included at each review point. A revision round means one consolidated set of feedback from the Client's named approver. Feedback arriving in separate batches counts as separate rounds.

Change requests. Either party may propose a change. The Supplier will provide a written estimate of the cost and schedule impact within 5 business days. Work on the change begins only after written approval.

No verbal changes. No change to scope, price, or timeline is binding unless confirmed in writing by both parties. Email is sufficient.

THE REVISION DEFINITION MATTERS MORE THAN THE NUMBER

Three rounds of consolidated feedback is a manageable project. Three rounds where each arrives as eleven separate emails over two weeks is not. Defining a round as one consolidated set is what makes the number mean anything.

Client obligations and delay

4 Client obligations

The Client will:

- Provide all materials, credentials, and access listed in Schedule 1 by the dates stated there
- Nominate one named approver authorised to give binding feedback and sign off deliverables
- Respond to requests for feedback or approval within 5 business days
- Hold valid licences for all commercial plugins, themes, fonts, and imagery it supplies, and confirm it has the right to use them
- Ensure supplied content does not infringe any third-party right

Delay. Where the Client misses a date under this Article, the project schedule extends by at least the length of the delay. The Supplier is not liable for the consequences of Client delay.

Dormancy. If the Client fails to respond for 20 consecutive business days, the Supplier may treat the Project as suspended, invoice for all work completed to that point, and charge a restart fee of amount or percentage to resume.

THE CLAUSE THAT SAVES THE MOST MONEY

Dormancy is what stops a stalled project from occupying capacity indefinitely while unpaid. Without it, a client who goes quiet in week four leaves you holding an open file, an unpaid balance, and a slot you could have sold.

Fees and intellectual property

5 Fees, invoicing, and late payment

Fees and the payment schedule are stated in Schedule 1. All amounts exclude VAT / GST / sales tax, which the Client pays in addition.

Invoices are payable within 14 days of issue.

Late payment. Overdue amounts carry interest at rate percent per month from the due date. The Supplier may suspend all work and withhold deliverables on any account more than 14 days overdue, without liability for resulting delay.

Expenses. Third-party costs (licences, hosting, stock assets) are the Client's responsibility and are either paid directly by the Client or recharged at cost.

6 Intellectual property

On receipt of final payment in full, the Supplier assigns to the Client all intellectual property rights in the deliverables created specifically for the Project. Until then, all rights remain with the Supplier and the Client has no licence to use the deliverables in production.

Supplier background IP. Pre-existing tools, libraries, frameworks, and internal components used in the deliverables remain the Supplier's property. The Supplier grants the Client a perpetual, non-exclusive, worldwide licence to use them as part of the deliverables.

Third-party components. Open-source and commercially licensed components remain governed by their own licences.

Portfolio rights. The Supplier may display the work and name the Client as a client in its portfolio and marketing, unless the Client objects in writing.

Acceptance, warranties, and liability

7 Acceptance and support

The Client has 10 business days from delivery of each milestone to test it and report defects in writing. A milestone not rejected in that window is accepted.

Warranty period. For 30 days after final acceptance, the Supplier will fix defects in its own work at no charge. A defect means the deliverable does not function as described in Schedule 1.

Not covered by the warranty: changes to requirements, third-party updates, content edits made by the Client, hosting failures, and anything caused by modifications the Supplier did not make.

8 Warranties

The Supplier warrants that the work will be performed with reasonable skill and care and that the deliverables are its original work or properly licensed.

The Client warrants that all content and materials it supplies are lawful and that it holds the rights to use them.

Except as stated here, the deliverables are provided without further warranty. The Supplier does not warrant uninterrupted operation, specific search rankings, specific conversion rates, or specific commercial results.

9 Liability

Neither party excludes liability for death or personal injury caused by negligence, fraud, or anything else that cannot lawfully be limited.

Cap. Subject to the above, each party's total liability under this Agreement is limited to the total fees paid under this Agreement / amount .

Neither party is liable for indirect or consequential loss, including lost profit, lost revenue, lost data, or loss of goodwill.

Indemnity. The Client indemnifies the Supplier against claims arising from content or materials the Client supplied.

Termination and general terms

10 Termination

Either party may terminate on 14 days written notice, or immediately if the other commits a material breach not cured within 14 days of notice, or becomes insolvent.

On termination, the Client pays for all work completed and all non-cancellable commitments made to that point.

Cancellation fee. If the Client terminates for convenience after work has begun, the Client also pays percentage percent of the remaining contract value, reflecting capacity the Supplier reserved and cannot resell at short notice.

Deposits are non-refundable. Intellectual property does not transfer where final payment has not been made.

11 Confidentiality

Each party will keep the other's confidential information private during the engagement and for 3 years afterwards, except where disclosure is required by law. This does not apply to information that is already public or independently developed.

12 Dispute resolution

The parties will attempt to resolve any dispute by direct discussion for 14 days, then by mediation under named body or rules, before beginning proceedings in jurisdiction.

13 General

- **Non-solicitation.** Neither party will directly solicit the other's staff or contractors during the engagement and for 12 months afterwards.
- **Assignment.** Neither party may assign this Agreement without the other's written consent, except to a successor of its business.
- **Force majeure.** Neither party is liable for delay caused by events beyond its reasonable control.
- **Severability.** If a clause is unenforceable, the rest continues in force.
- **Notices.** In writing, by email to the addresses in Article 1.
- **Counterparts.** May be signed in counterparts, including electronically.

Signature page

The parties agree to be bound by this Agreement and by Schedule 1 attached to it, as of the Effective Date.

PROJECT REFERENCE

SCHEDULE 1 VERSION AND DATE

The proposal this contract governs

FOR THE CLIENT

FOR THE SUPPLIER

Signature

Signature

Printed name

Printed name

Title

Title

Date

Date

ATTACH BEFORE SENDING

Schedule 1 is the accepted proposal, including deliverables, exclusions, timeline, fees, and the payment schedule. A signed contract with no Schedule 1 attached defines process without defining work.

We build the systems behind the paperwork

Gatilab is an independent WordPress and search agency. We build sites, rank them, and stay long enough to prove the work moved something.

2014 Founded	850+ Clients served	2,000+ Projects completed	10,000+ Plugin installs
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What we do

WordPress engineering

Custom themes, blocks, plugins, and migrations built to stay fast and maintainable after handoff.

SEO strategy

Technical fixes, topical coverage, and search visibility work measured against clicks, not scores.

Content marketing

Research-led articles and editorial systems your team can keep publishing without us.

Conversion design

Landing pages, service pages, and forms designed around the decision the reader is actually making.

Need this handled instead of templated?

Send the problem, not a brief. We will tell you whether it is worth building, what it depends on, and what we would deliberately skip. If the honest answer is that you do not need us, you will get that too.

[Start a project](#)

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