

Setting Up A Website by Gillian Harding

Commissioning a new website is often a major expense (particularly for small businesses) and a website is a vital business tool so the terms of your web development agreement are important, yet some suppliers have no terms at all and those who do often fail to provide their clients with important rights and protections.

You may be asking your supplier to provide any one or more of several services:

- development of the site (i.e. writing the code),
- design of the site (i.e. designing materials e.g. the look and feel),
- hosting the site on its server, and
- ongoing maintenance and support of the site.

Issues to consider when entering into a web development agreement include:-

- Whether you have a detailed timetable for performance of the supplier's obligations;
- How long you will be given to review the supplier's work before you're automatically assumed to have accepted it;
- Who will own the copyright in content the supplier produces for you? If the supplier owns it and licences it to you:-
 - can the supplier re-use it for someone else?
 - will you still be able to use it if you terminate your maintenance/hosting agreement later on?
- What warranties you are getting e.g. a warranty that content provided by the supplier is original and that it either owns or has the right to use it? Getting a solicitors letter telling you that a photo on your website infringes their client's copyright is a daunting prospect and it does happen. If it does, will your supplier put it right and reimburse any losses you incur?
- What happens if the supplier's performance is poor or late? Can you withhold payment? Can you get the rest of the work done by someone else? Will the work done so far be made available for you to do that?
- If the supplier is offering support and maintenance services once the site's complete, what standards of service is it committing to? How quickly will your changes be implemented? How much will you be charged for these services? Will you be allowed to implement changes yourself or use a third party to do so you want to?
- If the developer is hosting the site, will you receive a rebate on fees if service interruptions exceed an agreed level?



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These are some key issues involved in negotiations but it is important to have a clear agreement to protect your investment in your website. Please contact Gillian Harding at our Hitchin Office on 01462 628888 for more information.



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