



'Intellectual Property Rights' -	all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
'Project' -	the creation of the Website.
'Project Price' -	the cost of the Project as stated in Schedule 1.
'Retained Copyright' -	computer code or script, whether compiled or not, written by the Designer in HTML, CGI-bin, Perl, Java or any other computer language and incorporated into the Website.
'Specification' -	the document attached to Schedule 2 subject to any Specification Addenda
'Specification Addendum' -	an amendment to the Specification agreed by the parties in writing pursuant to Clause 10 below.
'Third Party Copyright'	Intellectual Property Rights owned by third parties in software used by Designer in creation of the Website.
'Website' -	a compilation of one or more webpages being a combination of text, data, sound, images or other material accessible through WWW to be developed by the Designer pursuant to the Specification.

## **2. THE AGREEMENT**

In consideration of the Designer developing and supplying the Website for the Client and providing any other services in accordance with Schedule 3, the Client shall pay the Project Price to the Designer in accordance with Schedule 1.

## **3. PRICE PAYMENT AND CANCELLATION**

## **4. THE CLIENT'S OBLIGATIONS**

## **5. INTELLECTUAL PROPERTY AND INDEMNITIES**

## **6. LIMITATION OF LIABILITY**

## **7. TESTING AND ACCEPTANCE OF WEBSITE**

## **8. WARRANTIES**

9. CONFIDENTIALITY
10. CHANGE CONTROL
11. TIME
12. ENTIRE AGREEMENT AND SEVERANCE
13. ASSIGNMENT AND SUB-CONTRACTING
14. NOTICES
15. FORCE MAJEURE
16. WAIVER
17. DISPUTE RESOLUTION
18. HEADINGS
19. PERSONNEL
20. GOVERNING LAW