



Contract of Services

3.04 Baltimore House | Baltic business Quarter | Gateshead | NE8 3DF

t. +44 (0) 191 432 8092 | info@wearearch.com

(1) Commencement date of the Contract

XXX

(2) Name and address of the Company

XXX

(3) Name and address of the Supplier

Arch
Baltimore House
Baltic Business Quarter
Gateshead
NE8 3DF

(4) Duration of the Agreement

Deadline for project tbc (based on phased release)

(5) Description of the Services contracted

- a. The Supplier will provide all services outlined within the project specification as agreed by both parties including meeting the timescales outlined
- b. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Company throughout the agreement
- c. The Supplier will provide technical support as required
- d. The Company's ICT department will carry out a security scan prior to the website going live

(6) Exclusivity

- a. During the term of the contract the Company will not contract with other web design and development agencies unless agreed with Arch limiting this to the website specification only
- b. The Supplier is permitted to offer the same service to other companies

(7) The Company is to provide technical support to the Supplier if applicable

(8) Breach of Contract

- a. The Supplier will endeavour to rectify a breach of contract within 1 week
- b. The Company shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period

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(9) Supplier's Fees

- a. Fees are as detailed below: xxx
- b. VAT is not included in the amounts payable
- c. Invoices will issued in three stages, once at the beginning, middle and completion of the project.
- d. Payments must be made within 14 days of invoice

(10) The designated person/department of the Company who is to supervise the Supplier's work is xxx

(11) The Supplier owns all Intellectual property rights

(12) Both parties must keep each other advised of any special requirements that are applicable to the services

(13) Termination - The contract can be terminated without notice subject to

- a. bankruptcy of either party
- b. breach of any term of the agreement that is not remedied within a reasonable period of time by either party
- c. change of ownership or management of the either party
- d. misconduct or dishonesty by either party

(14) The following confidentiality clauses and/or non-disclosure obligations are to be effective during the term of this agreement

- a. No materials are to be shared by the Company with a third party without the express permission of the Supplier

(15) Service of documents between the parties may be by email or normal post

(16) The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

Signed by Company Representative _____

Date _____

Print name _____

Job title _____

Signed by Supplier Representative _____

Date _____

Print name _____

Job title _____