

Website Agreement (Freelancer)

This Website Agreement ("Agreement") is made on this _____ day of _____, 20 ("Effective Date").

Parties

Service Provider (Developer / Freelancer):

Name: _____

Address: _____

Email: _____

Phone: _____

(Hereinafter referred to as the "Developer", "Freelancer", or "Service Provider")

And

Client:

Name: _____

Address: _____

Email: _____

Phone: _____

(Hereinafter referred to as the "Client")

The Developer and the Client shall collectively be referred to as the "Parties" and individually as a "Party".

1. Purpose of the Agreement

The Client wishes to appoint the Developer for website design, development, and related freelance services.

The Developer agrees to provide such services as an independent freelancer in accordance with the terms of this Agreement.

2. Freelancer Status & Business Declaration

2.1 The Client clearly understands and acknowledges that the Service Provider is not a company, firm, agency, LLP, partnership, or registered business entity, but an independent freelancer.

2.2 The Service Provider does not have GST registration and does not possess a GST number.

2.3 The Service Provider cannot issue any GST invoice, tax invoice, or commercial bill.

2.4 All payments made under this Agreement shall be treated solely as freelance service fees.

2.5 The Client agrees that:

- No GST Input Tax Credit (ITC) shall be claimed.
- No tax invoice or commercial bill shall be demanded.
- All tax compliance, if applicable, shall be the sole responsibility of the Client.

2.6 By proceeding with the project and making payments, the Client fully accepts the freelancer status and tax limitations of the Service Provider.

3. Scope of Work

3.1 The Developer shall provide website services including, but not limited to:

- Website Design (UI/UX)
- Website Development (HTML, CSS, JavaScript, backend if applicable)
- Responsive / Mobile-friendly design
- Content integration
- Basic product listing setup (if agreed)
- Hosting and domain assistance (if agreed)
- Maintenance or updates (if agreed)

3.2 The exact scope of work, features, number of pages, design elements, and functionality shall be finalized in writing (email/proposal) and shall form an integral part of this Agreement.

3.3 Any service not explicitly included in the agreed scope shall be considered additional work and may be charged separately.

4. Client Responsibilities

4.1 The Client shall provide all required content, materials, images, logos, text, and information in a timely manner.

4.2 The Client confirms that all provided materials are owned by them or legally licensed for use.

4.3 The Developer shall not be responsible for delays caused by late content delivery or approvals from the Client.

5. Project Timeline

5.1 The project timeline shall commence only after:

- Advance payment is received (if applicable), and
- Required content is provided by the Client.

5.2 The timeline is estimated and may change due to revisions, third-party dependencies, or Client-caused delays.

6. Payment Terms

6.1 The Client shall pay the Developer a total amount of ₹_____ for the services.

6.2 Payment structure (example):

- ____% before project commencement
- ____% upon design approval
- ____% upon final delivery

6.3 Any payment made after work has commenced shall be non-refundable.

6.4 In case of delayed payment, the project may be paused or final files may be withheld.

7. Revisions

7.1 The Developer shall provide up to ____ rounds of reasonable revisions.

7.2 Revisions beyond the agreed limit shall be charged additionally.

7.3 Major changes to the original scope shall be treated as new work.

8. Ownership & Intellectual Property Rights

8.1 Upon full payment, the Client shall own the final website files, excluding:

- Developer's pre-existing tools, frameworks, or libraries
- Third-party plugins, fonts, or design assets

8.2 The Developer retains the right to display the completed project in their portfolio, social media, or promotional materials unless otherwise agreed in writing.

9. Third-Party Services

9.1 The Developer shall not be responsible for any third-party services including, but not limited to:

- Hosting providers
- Domain registrars
- Payment gateways
- APIs or plugins

9.2 All third-party service charges shall be borne by the Client.

10. Confidentiality

10.1 Both Parties agree to keep any confidential or business information received during the project strictly confidential.

10.2 This confidentiality obligation shall survive termination of this Agreement.

11. Maintenance & Support

11.1 Unless explicitly included, maintenance, updates, backups, or security monitoring are not part of this Agreement.

11.2 Post-delivery support, if required, shall be provided under a separate agreement.

12. Warranty & Disclaimer

12.1 The Developer does not guarantee:

- Any specific business outcome
- Search engine rankings
- Traffic, sales, or revenue

12.2 The website is provided on an “as-is” basis.

13. Limitation of Liability

13.1 The Developer shall not be liable for:

- Loss of profits or business
- Data loss
- Website downtime
- Cyberattacks or hacking

13.2 The maximum liability of the Developer shall be limited to the total amount paid by the Client under this Agreement.

14. Termination

14.1 Either Party may terminate this Agreement by written notice.

14.2 In case of termination:

- Payments made shall not be refunded.
- The Client shall pay for all work completed up to the termination date.

15. Force Majeure

The Developer shall not be liable for delays or failures caused by events such as natural disasters, internet disruptions, government actions, or technical failures.

16. Non-Solicitation

The Client shall not hire or solicit the Developer's employees or subcontractors during the project and for ____ months thereafter.

17. Governing Law & Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws of India.
Any dispute shall be subject to the exclusive jurisdiction of the courts at _____.

18. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements.

19. Amendments

Any modification to this Agreement shall be valid only if made in writing and signed by both Parties.

20. Severability

If any provision of this Agreement is found invalid, the remaining provisions shall remain fully enforceable.

21. Acceptance & Signatures

By signing below, both Parties confirm that they have read, understood, and agreed to the terms of this Agreement.

Service Provider (Freelancer)

Signature: _____

Name: _____

Date: _____

Client

Signature: _____

Name: _____

Date: _____

Service Provider (Witness)

Signature: _____

Name: _____

Date: _____

Client (Witness)

Signature: _____

Name: _____

Date: _____