Klarense

Website development contract: client checklist before signing

Who it is for: a business owner who has received a website development contract from a studio or a freelancer, and a specialist who reviews the contract on the client's side.

What is inside: 22 sections that lawyers and engineers check in a development contract. For each one: what it should look like, the red flag, the question to ask the studio and who assesses the clause.

Based on: website and software development contract checklists from law firms (CMS, Kingsley Napley, LegalVision), ICANN recommendations on domain name registration, GDPR Art. 28 and the EU standard contractual clauses for processors (Decision 2021/915), and the copyright and personal data laws of Moldova and Romania. The list of sources is at the end.

> I am not a lawyer. Clauses marked **L** should be shown to a lawyer; clauses marked **E** can be assessed by an engineer on the client's side. The legal conclusions below are not advice but a list of things to ask about.

Why the contract matters especially in Moldova and Romania

Under the copyright laws of both countries, the rights to a work created on commission remain with the author by default unless the contract says otherwise: Moldova — Law No. 230/2022 on copyright and related rights, Art. 34; Romania — Law No. 8/1996 on copyright and related rights, Art. 47. That is why the clause on the transfer of rights is not a formality: without it, the client may not receive the rights at all.

For comparison: in Russia, under Art. 1296 of the Civil Code of the Russian Federation, the rights to software and databases created on commission belong to the client when the contract is silent. Do not carry one country's rules over to another.

How to read the contract

1. Put the contract, the commercial proposal and the brief side by side.
2. Go through the sections. Mark each one: "present and as it should be", "present, but with a red flag", "missing".
3. Collect everything marked "missing" and every red flag into a single email to the studio — using the questions from the "Ask the studio" lines.
4. Show the sections marked **L** to a lawyer before signing.

I. What is done, how it is accepted and how much is paid

1. Subject of the contract and the brief — E

What it should look like: the brief is signed as an annex to the contract. It covers: pages and features, integrations (email, CRM, payments), the list of browsers and devices, and requirements for speed, security and accessibility. It is stated that, in case of discrepancy, the brief prevails over the commercial proposal.

Red flag: "website according to the mock-up", "as agreed", a reference to correspondence; a framework contract where the scope of work is "determined by orders".

Ask the studio: "Which document is the single source of requirements? Shall we sign the brief together with the contract?"

2. Stages, deadlines and payment — E + L

What it should look like: each payment is tied to the acceptance of a stage, not to the calendar. The final payment, or part of it, is due after the issues listed in the acceptance act have been fixed. Stage deadlines are set as dates.

Red flag: 100% prepayment; the studio may move deadlines on its own; "deadlines are extended in case of any delay by the client" without the same condition for the studio.

Ask the studio: "What happens to the payment if a stage is not accepted? What exactly on my side can shift the deadlines?"

3. Acceptance procedure — E

A key section. In Romania, tacit acceptance is built directly into the law: if the client, without a valid reason, does not communicate the result of the inspection without delay, the work is deemed accepted without reservations (Civil Code of Romania, Art. 1862). That is why the acceptance period and procedure must be written into the contract.

What it should look like:

- measurable acceptance criteria — scenarios with an expected result;
- the review period starts when the client has received a working version and the access credentials;
- a severity scale for issues and a rule on which of them prevent signing the acceptance act;
- an "issues — fix — re-test" cycle with a limited number of rounds; after N failed rounds the client may terminate the contract and get back the payment for the stage;
- it is stated who on the client's side is authorised to sign the acceptance act;
- the acceptance act can be signed with a list of issues.

Red flag: "the work is deemed accepted if the client has not responded within N days"; "launching the website counts as acceptance".

Ask the studio: "How many days do I have for review, and from when are they counted? How many rounds of fixes are included in the price?"

4. Changes and additional work — E

What it should look like: a change is made through a written request with a price and a deadline; work starts only after the client agrees. It is stated that fixing a bug is not a change. The hourly rate is specified.

Red flag: the studio may call any issue "additional work at extra cost".

Ask the studio: "How do we tell a bug from additional work? How much does an hour of additional work cost?"

5. Quality warranty — E

What it should look like: the website complies with the brief and contains no malicious code. The warranty period is set in months and runs from the signing of the acceptance act (or from the fixing of the issues), not from launch. Response and fix times depend on the severity of the issue. In practice, 6–12 months is common (MJK Inc).

Red flag: warranty "from the launch date" or "from the delivery date"; 1–3 months; "fixed within a reasonable time".

Ask the studio: "From what date does the warranty run, and how quickly do you fix a critical bug?"

6. Support after launch — E

What it should look like: a separate annex or contract: what is included, response time, hours, price, minimum term and how to exit.

Red flag: support is mandatory with no right to opt out; support and warranty are mixed together, so fixing bugs becomes paid work.

Ask the studio: "Is support mandatory? How do I opt out of it?"

II. Rights to the website

7. Transfer of rights or licence — L

What it should look like: the contract states expressly that the exclusive economic rights are transferred (assigned) to the client. It lists the ways of use, the term (the full term of protection), the territory (worldwide) and the remuneration. The client has the right to modify the website and to transfer the rights further.

The law requires these terms: in Moldova, an assignment contract must specify the rights transferred, the term, the scope of use and the remuneration, and it can be proven only in writing (Law No. 230/2022, Art. 30); in Romania — the ways of use, the term, the scope and the remuneration for each right (Law No. 8/1996, Art. 42 and 43). The author's moral rights (name, integrity) cannot be transferred under Moldovan law (Art. 10), so the contract should not say "transfer all rights" but should obtain consent to modifications.

Red flag: a licence instead of a transfer; a non-exclusive licence; no term and no territory; "rights pass upon full payment", while the final payment is due "after launch" with no date, and until then the client has not even a temporary right of use.

Ask the studio: "Is this a transfer of rights or a licence? When exactly do the rights pass, and what do I have until then?"

8. What exactly is handed over — E + L

What it should look like: a list: source code, design source files (for example, Figma files), texts, images, database, documentation.

Red flag: "the website" is handed over without the source files.

Ask the studio: "Do you hand over the design source files and the code? Can we add the list to the contract?"

9. The studio's own pre-existing work — L

What it should look like: a list of the studio's own libraries and modules and a perpetual, irrevocable right to use them on this website, including with another contractor.

Red flag: the website runs on the studio's own proprietary system with no right to move it.

Ask the studio: "What in the project belongs to you, and can we move to another contractor without rebuilding the website?"

10. Third-party components and licences — E

What it should look like: a list of third-party components (plugins, themes, fonts, libraries) with their licences. Paid licences are registered to the client. Components under licences that require disclosing the code (copyleft) are used only with the client's consent.

Red flag: paid themes and plugins are bought under the studio's licence.

Ask the studio: "Please give us the list of paid components: who holds the licences and who renews them?"

11. Liability for third-party rights — L

What it should look like: the studio warrants that it holds the rights to everything it hands over — including from its own designers and freelancers — and is liable if a third party brings a claim (for example, over a photo used without a licence).

In Moldova, the rights to software created by an employee belong to the employer by default (Law No. 230/2022, Art. 24), while for other works, such as design and texts, the general rules on works made in the course of employment apply (Art. 33). Check with a lawyer how this applies to your specific contract.

Red flag: the section is missing.

Ask the studio: "Will you confirm in the contract that you hold the rights to everything you hand over, including the work of your subcontractors?"

III. Independence from the studio

12. Handover of the website — E

What it should look like: an annex with a full list of what is handed over on delivery: the code repository with its change history (or the website builder account — Tilda, Wix), all access credentials (hosting, domain registrar, DNS, admin panel, email, analytics), deployment instructions, a copy of the database, documentation, training.

Red flag: "access is provided on request"; the code is stored only on the studio's server.

Ask the studio: "Can we attach the list of what is handed over to the contract?"

13. Domain — E + L

What it should look like: the client is listed as the owner (registrant) of the domain, and the registrar account is in the client's name. ICANN calls registering a domain in the name of a third party a bad practice.

Red flag: the domain is registered to the studio "for convenience".

Ask the studio: "Who will be listed as the domain owner at the registrar?"

14. Hosting — E

What it should look like: a separate contract or the client's own account; requirements for the server, availability and backups; help with moving to another hosting provider.

Red flag: the studio's hosting with automatic renewal, tied to the development contract.

Ask the studio: "If we leave, will you help move the website to our hosting?"

15. Backups — E

What it should look like: who makes the backups, how often, where they are stored, whether the client has access to them, whether restoring from a backup has been tested.

Red flag: "the contractor is not responsible for the safety of data" without saying who is responsible instead.

Ask the studio: "Who makes the backups, and when was restoring from a backup last tested?"

IV. Data and security

16. Security — E

What it should look like: requirements in the brief: updates of the system and plugins, HTTPS, password storage, roles and access rights. The studio must report a breach or data leak.

Red flag: security is not mentioned at all.

Ask the studio: "Who updates the website after delivery, and how do you report incidents?"

17. Your customers' personal data — L

What it should look like: if the studio or the hosting provider has access to your customers' data (enquiries, orders, CRM), a data processing agreement is signed. Legal basis: Moldova — Law No. 195/2024 on personal data protection, Art. 28 (in force since 23.08.2026); EU — GDPR, Art. 28; for the GDPR there are standard contractual clauses from the European Commission (Decision 2021/915).

Red flag: the studio has access to the live database with customer data, but there is no data processing agreement.

Ask the studio: "Shall we sign a personal data processing agreement?"

18. Confidentiality — L

What it should look like: the obligation is mutual, with a list of exceptions, and remains in force after the contract ends.

Red flag: confidentiality applies in one direction only.

V. Liability and exiting the contract

19. Liability and penalties — L

What it should look like: a penalty for delays, per stage. The cap on the studio's liability does not apply to infringement of third-party rights, data leaks, disclosure of confidential information and wilful misconduct.

Red flag: the studio's liability is capped at the amount of the last payment; a penalty is provided for the client only.

20. Termination and transition assistance — L + E

What it should look like: the client may terminate the contract in case of breach (after a cure period) and at its own discretion. On termination, the client pays only for what has been accepted and receives everything that has been done, including unfinished code and mock-ups. The studio helps hand the project over to a new contractor.

Note: under Moldovan law, if a commission is refused because the work does not meet the requirements, the sums already received by the author remain with the author unless the contract says otherwise (Law No. 230/2022, Art. 34). The refund procedure must be written into the contract.

Red flag: on termination, everything that has been done stays with the studio.

Ask the studio: "If we part ways after the design stage, will the mock-ups and the rights to them stay with us?"

21. Subcontractors — L

What it should look like: subcontractors are engaged with the client's consent; the studio is liable for them; the rights from them have been obtained (see section 11).

22. Governing law, disputes and other terms — L

What it should look like: the governing law and the court are convenient for the client; before going to court — negotiations and an independent technical expert. A non-solicitation clause for employees is mutual and limited in time. Showing the website in the studio's portfolio — only after launch, without confidential data, and with the client's right to refuse.

What to do after the review

1. Collect everything marked "missing" and every red flag into a single email to the studio. Write about the clauses, not about people: "I suggest clarifying clause 4.2."
2. Show the sections marked **L** to a lawyer before signing.
3. Sign when the answers are written into the contract or its annexes, not only in the correspondence.

Sources

Development contract practice

- CMS, Checklist for a website development contract: cms.law
- Kingsley Napley, Website development agreements: kingsleynapley.co.uk
- LegalVision, Website development agreement: legalvision.co.uk
- Sprintlaw, Software acceptance testing clauses: sprintlaw.co.uk
- MJK Inc, Anatomy of a software development agreement: mjkinc.co.za
- ICANN, Good practices for the registration and administration of domain name portfolios: icann.org

Moldovan law

- Law No. 230/2022 on copyright and related rights, Art. 10, 24, 30, 33, 34: agepi.md, legis.md
- Law No. 195/2024 on personal data protection, Art. 28: datepersonale.md

Romanian law

- Law No. 8/1996 on copyright and related rights (republished 2018), Art. 42, 43, 47: legislatie.just.ro
- Civil Code of Romania, Art. 1862: codulcivil.ro

European Union

- GDPR, Art. 28; European Commission Decision 2021/915 on standard contractual clauses for processors: eur-lex.europa.eu

For comparison

- Civil Code of the Russian Federation, Art. 1296

If you want me to read the contract

Pre-contract consultation. I read the contract, the commercial proposal and the brief against this checklist and give you a list of amendments to the contract, questions for the studio and notes on what to show a lawyer. Turnaround: 2 working days, from €150.

Not ready to pay? Book a free 20-minute call.

klarense.com · Serghei Fortuna, engineer on the site owner's side · 8 years in software testing

This material is not legal advice.