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## **WEBSITE MAINTENANCE AGREEMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert the name and address of the organisation developing the web site],*  
("the Contractor")

AND

*[Insert the name and address of the organisation commissioning the web site],* ("the Client")

### **1. Interpretations**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Outline of Agreement**

**2.1** This Agreement details the terms and conditions agreed between the Parties for the maintenance, (including technical and design maintenance) hereinafter known as "Website Maintenance" for the Client of the following website *[Insert website address]*, such work to be undertaken by the Contractor.

**2.2** This Website Maintenance Agreement shall run for an Initial Term as defined in Schedule One of this Agreement.

### **3. Website Maintenance Specification**

**3.1** The Parties have agreed the detailed Website Maintenance specification as defined in Schedule One of this Agreement.

**3.2** Any amendments proposed to the Website Maintenance specification must be made in writing and delivered to the other party. Either party is entitled to request a meeting to discuss such amendments.

**3.3** If such proposed amendments incur additional expense the Contractor is entitled to seek further payment to cover such expense.

### **4. Maintenance Fees**

**4.1** The Client will pay the agreed Maintenance Fees to the Contractor as detailed in Schedule One at the agreed intervals. The Contractor will invoice the Client, and the Client will pay the invoice, including Value Added Tax, (VAT), (where applicable) and at the prevailing rate according to the terms of payment detailed on the invoice.

**4.2** All payments to the Contractor shall be paid within 30 days after the receipt of the Contractor's invoice for such payment.

**4.3** The Contractor shall be entitled to renegotiate the ongoing Maintenance Fees prior to the expiry of the Initial Term of this Agreement in order to allow for any increase in the Fees after the expiry of the Initial Term.

**4.4** The Contractor will give the Client at least 60 days notice prior to the expiry of the Initial Term of his intention to renegotiate the Fees. The Contractor will provide full details to the Client at the time of the notice.

### **5. Additional Work And Fees**

**5.1** The Client will be charged at the Contractor's standard rate for any additional work carried out by the Contractor that falls outside the scope of the Website Maintenance detailed in Schedule One of this Agreement.

**5.2** Prior to commencing such work the Contractor will detail exactly the work that falls outside the agreed Website Maintenance and will provide the Client with a written estimate and timescale for the completion of the work.

## **6. Expenses**

**6.1** The Client will pay all reasonable expenses incurred by the Contractor during the Website Maintenance, including travel to and from the offices of the Client where required, the purchase of computer consumables required for the Website Maintenance and such other reasonable expenses directly related to the Website Maintenance.

**6.2** The Contractor will inform the Client in writing in advance if significant expenses not covered by clause 6.1 have to be incurred during the Agreement.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

## **7. Website Access Limitations**

## **8. Backups**

## **9. Website Errors**

## **10. Delivery of Content & Materials**

## **11. Notice**

## **12. Confidentiality**

## **13. Data Protection**

## **14. Intellectual Property Rights**

## **15. Warranties**

## **16. Indemnities and Limitation of Liability**

## **17. Termination**

## **18. Assignment**

## **19. Force Majeure**

## **20. Joint Venture or Partnership**

## **21. Non-Solicitation**

## **22. General**

## **23. Jurisdiction**

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

*[Insert Contractor's Name]*

*[Insert name of person signing on Contractor's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert Client's Name]*

*[Insert name of person signing on Client's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

### **Schedule One**

#### **Initial Term**

*[Specify the initial term of this Agreement]*

#### **Website Maintenance**

*[Insert a detailed specification of the maintenance to be provided]*

#### **Maintenance Fees**

*[Insert the charges for the website maintenance, including details of when these will be made and the payment terms]*

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