

WEBSITE MAINTENANCE AGREEMENT

THIS AGREEMENT is made on the
year]

BETWEEN:

[Insert the name and address of the Contractor]
("the Contractor")

AND

[Insert the name and address of the Client]
site], ("the Client")

1. Interpretations

1.1 Unless the context otherwise requires, this Agreement shall include all other genders and words in the singular and plural and vice versa.

1.2 Reference to any statutory provisions, which amend or

2. Outline of Agreement

2.1 This Agreement details the terms of the Agreement between the Parties for the maintenance, (including the Contractor) hereinafter known as "Website Maintenance Agreement" website *[Insert website address]*, ("the Contractor").

2.2 This Website Maintenance Agreement is defined in Schedule One of this Agreement.

3. Website Maintenance Specifications

3.1 The Parties have agreed the terms of the Agreement as defined in Schedule One of this Agreement.

3.2 Any amendments proposed to the Contract must be made in writing and delivered to the Client. The Contractor is entitled to request a meeting to discuss any proposed amendments.

3.3 If such proposed amendments are accepted, the Contractor is entitled to seek further payment to cover the cost of such amendments.

4. Maintenance Fees

4.1 The Client will pay the agreed maintenance fees detailed in Schedule One at the agreed intervals. The Client and the Contractor will pay the applicable VAT (VAT), (where applicable) and at the payment details detailed on the invoice.

4.2 All payments to the Contractor shall be made on receipt of the Contractor's invoice.

4.3 The Contractor shall be entitled to the agreed Maintenance Fees prior to the expiry of the Initial Term of the Contract for any increase in the Fees after the Initial Term.

4.4 The Contractor will give the Client notice of the expiry of the Initial Term of his involvement in the Contract. The Contractor will provide full details of the agreed Maintenance Fees.

5. Additional Work And Fees

5.1 The Client will be charged at the agreed rates for additional work carried out by the Contractor for the Website Maintenance detailed in Schedule One.

5.2 Prior to commencing such work, the Contractor shall advise the Client with a written estimate and the Client's approval.

6. Expenses

6.1 The Client will pay all reasonable expenses incurred during the Website Maintenance, including the cost of the Client where required, the purchase of materials for the Website Maintenance and any other expenses related to the Website Maintenance.

6.2 The Contractor will inform the Client of any expenses not covered by clause 6 of the Website Maintenance Agreement.

7. Website Access Limitations

7.1 The Client will ensure that only authorized members of the Client shall have direct access to the undelivered content that make up the website.

7.2 Furthermore such members of the Client shall follow specific instructions where given.

7.3 The Client will ensure that all members of the Client understand the internal workings of the website (and shall not allow any unqualified members of staff to do so, unless not).

8. Backups

8.1 The Contractor will keep a full backup of the website in an appropriate and secure location.

8.2 The Client will also keep their own backup of the website again stored in an appropriate and secure location.

9. Website Errors

9.1 The Client will notify the Contractor of any error or error in the operation or content of the website.

9.2 On notification the Contractor shall rectify the error in accordance with the Website Maintenance Agreement.

9.3 Where an error or defect has occurred in the operation of the website the Contractor shall rectify the issue as soon as practicable.

9.4 The correction of such errors shall be the responsibility of unqualified members of the Client. Or where caused by the website by the Client. Or where caused by the Client even where supplied by the Contractor.

10. Delivery of Content & Materials

10.1 The Client undertakes to deliver the Content and Materials for the Website Maintenance and to ensure that they are delivered before commencement of the Website Maintenance.

10.2 Where this is not possible the Contractor shall accept the Content and Materials to the Contractor for the Website Maintenance.

10.3 The Client will notify the Contractor of any delays in delivering content and materials for the Website Maintenance and provide the Contractor with the Content and Materials supplying such content and materials to the Contractor.

10.4 The Contractor will not be responsible for any expenses incurred due to the late delivery of Content and Materials by the Client where required for the Website Maintenance.

11. Notice

11.1 Any notice given by either party shall be deemed to have been served on the other party and adequate notice shall be given by personal delivery, pre-paid recorded delivery or by electronic transmission to the receiving party.

[Insert contact details of the person who will receive any notice]

The Contractor

Name:

Position:

Email:

Tel:

Fax:

Address:

[Insert contact details of the person who will receive any notice]

The Client

Name:

Position:

Email:

Tel:
Fax:

Address:

or such subsequent addresses as
other.

11.2 Any such notice shall be deemed

11.2.1 In the case of service by post
48 hours after posting.

11.2.2 In the case of service by email
working day.

12. Confidentiality

12.1 Both parties shall keep confidential
and Website Maintenance and not
contractors as need to know the nature
performing the Website Maintenance
agree that all information marked
reasonable to judge such information
any time during the Website Maintenance
after the completion of the Website
disclosure is required by law or by
England. The parties further agree
"Secret" and reasonably judged to
disclosed at any time during or after
where such disclosure is required
jurisdiction of England. Confidential
consist of, but not necessarily be
operational, marketing or promotional

13. Intellectual Property Rights

13.1 The Client undertakes to secure
licences, clearance or consents where
provided by the Client that may be
Contractor.

13.2 All intellectual property rights created during and after alteration or modification with the Client and the Contractor shall be assigned to the Client. The Contractor shall take all necessary steps to assign all such interests to the Client.

13.3 The Contractor shall not make use of any materials or services during or after the term of the Website M&A Agreement.

13.4 The Contractor shall not make use of any trademark, service mark, or logo, or register or cause to be registered or use any trademark or imitation of a trademark during the term of the Website M&A Agreement.

13.5 The Contractor shall not register any domain name materially similar to that of the Client.

13.6 The Contractor shall not register any domain name materially similar to that of the Client unless the Client specifically requests that the Contractor do so. If the Client requests a domain name similar to that of the Client's on behalf of the Client, the Contractor shall register and use by third parties the domain name at the Client's expense. The Client shall bear the expenses incurred in registration of the domain name. Under the Website M&A Agreement the Contractor undertakes to protect the Client's domain names, including but not limited to technical measures to prevent the use of the registered domain names to the detriment of the Client.

14. Warranties

14.1 The Client confirms that to the best of its knowledge any content and materials supplied to the Contractor are not blasphemous, defamatory, obscene, or otherwise in violation of applicable law or regulation in the United States.

15. Indemnities and Limitation of Remedies

15.1 Neither party shall be liable to the other for damages, losses, costs and expenses, including reasonable attorneys' fees, incurred by the other party in connection with the contract, tort, or otherwise (including breach of contract, misrepresentations (other than fraud), or otherwise) for any loss of business or for any indirect or consequential damages.

15.2 The Client agrees to indemnify the Contractor for damages, losses, costs and expenses, including reasonable attorneys' fees, incurred by the Contractor in relation to any content and materials supplied to the Contractor by the Client. The Client's indemnity shall apply in respect of any claim, suit, or action brought against the Contractor or regulation or any infringement of the Contractor's intellectual property rights.

15.3 The Client acknowledges that the website does not infringe the laws actively promoted.

15.4 The Contractor agrees to indemnify damages, losses, costs and expenses in relation to breaches of clauses 12 of the Contractor.

15.5 Nothing in this Agreement shall constitute personal injury resulting from the actions of servants, agents or employees.

16. Termination

16.1 Either party may terminate the Agreement if that:

16.1.1 Either party commits a serious breach of this Agreement including its duties, responsibilities and obligations;

16.1.2 Such breach remains unrepaired after notice given by the other party specifying a remedy.

16.2 Furthermore this Agreement shall be terminated if:

(a) Either party is unable to pay or has failed to pay their debts the amount or aggregate of which is equivalent to the bankruptcy level within the meaning of the law;

(b) Being a company becomes subject to liquidation, (other than for the purpose of reconstruction), or

(c) Has a receiver appointed to act on its behalf;

(d) Ceases or threatens to cease to carry on business;

(e) Makes any voluntary agreement for the benefit of its creditors, or

(f) Fails to make payment in accordance with the terms of the Agreement.

16.3 On the termination of this Agreement, the Contractor shall be liable to pay to the Client the amount of any sums due to the Client under the Agreement.

examples of the website already d
to the Client, but not already paid
Contractor. Furthermore the Client
parts thereof or test examples of

16.4 Any termination of this Agree
rights accrued in favour of either p
prior to the date of (or giving rise
provisions of this Agreement which
survive such termination (including
this clause 16).

17. Assignment

17.1 Neither party may assign or
rights, duties and obligations here
of the other party.

18. Force Majeure

18.1 Neither party shall be liable
obligation under this Agreement if
circumstances beyond its reasona
of god, war, civil disorder or indus
continues for a period of at least 3
majeure shall be entitled to termi
the other.

19. Joint Venture or Partnersh

19.1 Nothing in this Agreement s
joint venture or an agency relatio
shall have the authority or power
name of or create a liability again

20. Non-Solicitation

20.1 The Client undertakes during
further period of six months after
solicit or induce any of the Contra
of the Contractor whether to work
be directly employed by the Client

21. General

21.1 Failure by either party to enforce the Agreement is not to be taken as a waiver of the Agreement unless the waiving party acknowledges in writing that it is so intended.

21.2 It is hereby declared that the terms and clauses of this Agreement shall prevail over each other. Should any part of this Agreement, paragraphs or clauses be found inoperative, paragraphs, sub-paragraphs and clauses shall remain in force and effect.

21.3 No addition to or modification of the Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement.

21.4 This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the parties.

22. Jurisdiction

22.1 This Agreement shall be interpreted and enforced in accordance with English law and the jurisdiction of the English Courts.

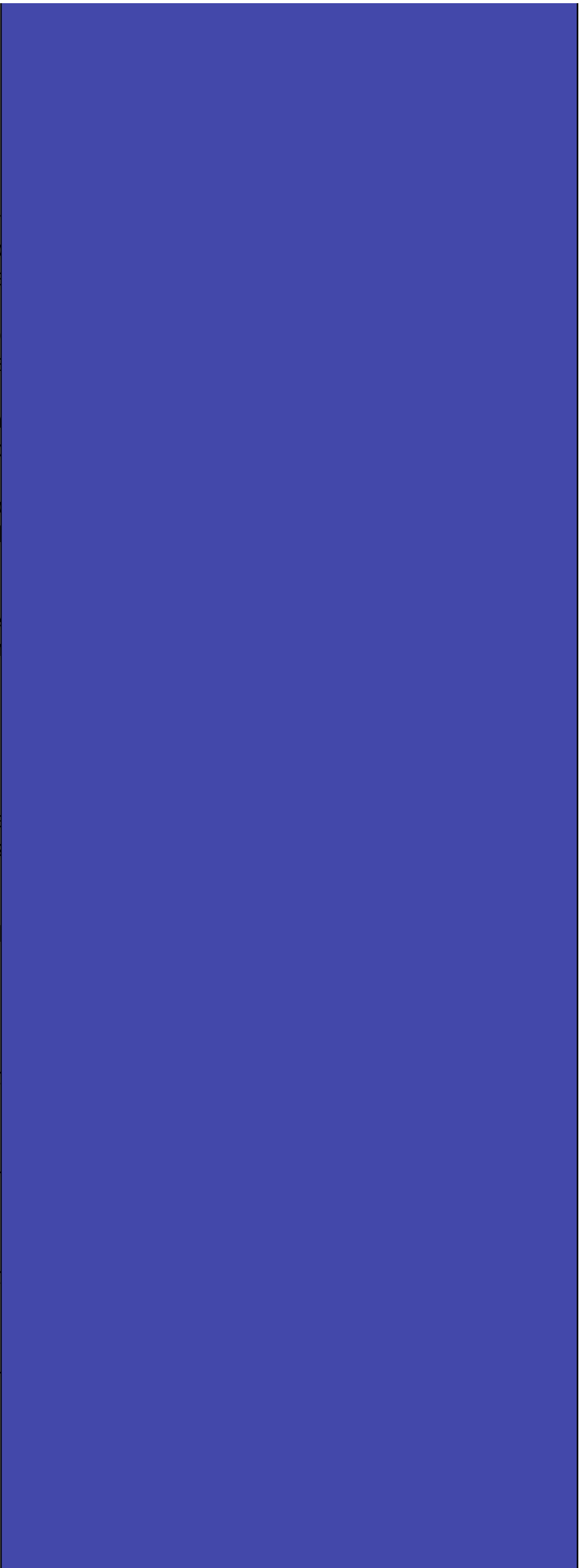
IN WITNESS of which the parties have hereunto set their hands and year first above written.

[Insert Contractor's Name]
[Insert name of person signing on behalf of Contractor]
[Insert their position]

Signature: _____

[Insert Client's Name]
[Insert name of person signing on behalf of Client]
[Insert their position]

Signature: _____



Schedule One

Initial Term

[Specify the initial term of this Agreement]

Website Maintenance

[Insert a detailed specification of website maintenance below as an example of what can be included]

- Update content on website, any new content provided by the Client.
- Client to provide clear instructions for website updates.
- Ensure proper functioning of the website and response times. Including tests of website to detect response times, unscheduled downtime.
- Update and keep all website navigation and links to external websites up to date.
- Ensure the proper use of coding standards for css and any other code.
- Ensure website is search engine friendly, use of "alt" tags for graphics files.

Maintenance Fees

[Insert the charges for the website maintenance, these will be made and the payment terms]