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## **WEB SITE DESIGN, MAINTENANCE AND LEASING 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 Developer")

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 & Web Site Leasing**

**2.1** This Agreement details the terms and conditions agreed between the Parties for the development, hosting, leasing and maintenance of a web site, (including technical and design details) hereinafter known as the "Project" for

the Client such development to be undertaken by the Developer.

**2.2** As part of this Agreement the Developer will lease the subsequent Project web site to the Client for a minimum initial period of 12 months in consideration of which the Client will pay the Developer the monthly maintenance fee as detailed in clause 4.4 below.

**2.3** At the end of the initial lease period the Developer and the Client may agree to renew the lease period for another 12-month period, subject to agreeing terms.

### **3. Detailed Project Specification**

**3.1** The Developer and the Client have agreed a Project web site specification and Project web site maintenance as defined in Schedule One and Schedule Two of this Agreement.

**3.2** Any amendments proposed to this Project 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 Developer is entitled to seek further payment from the Client to cover such expense.

### **4. Development Fees & Maintenance Fees**

**4.1** The Client will pay the agreed fees to the Developer on initial completion of the Project, completed according to the Project specification detailed in Schedule One of this Agreement. The Developer will invoice the Client and the Client will pay the invoice, including Value Added Tax, (VAT) at the prevailing rate according to the terms of payment detailed on the invoice.

**4.2** The Developer will require payment on the completion of development milestones where the Project involves considerable development time to implement. Such development milestones and the amount of payment for the completion of each milestone to be included within the Project specification as defined in Schedule One of this Agreement, or if not specified in Schedule One to be agreed in writing by the parties prior to the commencement of the Project.

**4.3** The Developer will undertake up to [*specify maximum number*] hours of maintenance per month on the Project web site. See Schedule 2 of this Agreement for details of the maintenance undertaken by the Developer.

**4.4** The Client will pay the agreed monthly fees to the Developer for hosting and maintenance of the web site as specified in Schedule Two of this

Agreement. The Developer will invoice the Client and the Client will pay the invoice, including Value Added Tax, (VAT) at the prevailing rate according to the terms of payment detailed on the invoice. Where both parties agree a monthly direct debit can be setup by the Client to pay for the hosting and maintenance. The monthly fee shall be charged irrespective of whether the Client submits any requests for changes to the web site that would constitute maintenance.

## **5. Expenses**

**5.1** The Client will pay the expenses incurred by the Developer during the Project, including travel to the offices of the Client where required, the purchase of computer consumables required for the Project and such other reasonable expenses directly related to the Project.

**5.2** The Developer will inform the Client in writing in advance if significant expenses not covered by clause 5.1 have to be incurred during the Project.

## **6. Web Site Hosting & Maintenance**

**6.1** The Project web site will be hosted by the Developer or by a third party hosting company engaged by the Developer.

**6.2** Where the web site is hosted by a third party hosting company all terms and conditions for hosting, including any service level agreement will mirror (but not exceed) those offered by the hosting company. The Developer will communicate such terms to the Client.

**6.3** The Developer will not be liable for hosting errors caused by the hosting company or downtime experienced by the hosting company.

**6.4** Where a third party hosting company is used the company may schedule regular maintenance of the server or servers and this may affect the hosting and availability of the Project web site. Such maintenance is necessary for the smooth running of the web site. Where possible such maintenance will be carried out when the web site is not busy.

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

## **7. Domain Name Registration, Ownership & Sale**

## **8. Web Site Ownership & Sale**

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

- 10. Notice**
- 11. Confidentiality**
- 12. Credits and Publicity**
- 13. Intellectual Property Rights**
- 14. Warranties**
- 15. Indemnities and Limitation of Liability**
- 16. Termination**
- 17. Assignment**
- 18. Force Majeure**
- 19. Joint Venture or Partnership**
- 20. Non-Solicitation**
- 21. General**
- 22. Jurisdiction**

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

*[Insert Developer's Name]*  
*[Insert name of person signing on Developer'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**

*[Insert a detailed project specification, including agreed project milestones]*

## **Schedule Two**

*[Insert details of on-going hosting and maintenance of web site, see sample below]*

Maintenance shall include all text editing, link editing or updating and minor navigational changes. Maintenance shall also include minor database and backend changes to the web site and all necessary maintenance of the server or server space, as determined by the developer. All other work will only be undertaken with the written agreement of both the Developer and the Client, and will be treated as non-maintenance work and will be charged at the Developer's standard hourly rate.

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