



AMAY WEB DESIGN

WEBSITE MAINTENANCE CONTRACT TERMS AND AGREEMENT



www.amaywebdesign.com.au

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Definitions:

Seller means Amay Web Design (ABN 73 561 966 700 registered in Queensland, Australia).

Client means the person who buys or agrees to buy the Website Maintenance Services from the Seller.

Conditions means the terms and conditions of sale as set out in this agreement document and any special terms and conditions agreed in writing by the Seller.

Price means the price for the purchase of Goods and/or Services, provided by Amay Web Design.

Contract means the client's approval for work to commence shall be deemed a contractual agreement between the client and Amay Web Design.

Important: Approval by email for the work to commence indicates that the client accepts the terms and conditions outlined in the document.

These terms of service cover the conditions of working with Amay Web Design as a client.

This document details specific terms for the supply of a Website Maintenance Service.

We define "Maintenance" as keeping the web site current. It is not intended to be a new design.

We ask all clients to **read and agree** to these conditions before accepting a quote and / or providing instructions to commence work.



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Authorisation:

The Client is engaging Amay Web Design to access their website/s files and update, edit, backup, scan, add or remove them as part of a website maintenance service.

Client Agreement:

When purchasing a monthly or yearly plan, the Client agrees to pay their invoice in full, on time and in advance of maintenance tasks being carried out by Amay Web Design. The Client may cancel the package by providing written notice (email will suffice) no later than the 15th day of the month prior to ceasing the agreement.

Amay Web Design Agreement:

Amay Web Design agrees to conduct the following each month or quarter depending on the Client's package:

- Theme, plugin and WordPress version updates when available
- Security/vulnerability scan
- Performance scan
- Page & post optimisation
- Full website backup either daily or as specified on the Website Maintenance Package Description.
- Provide recommendations for improvements, if any.
- Some plans may include uptime monitoring. The Client can ask Amay Web Design if they'd like this to be included in their package.
- In order to make content updates or development changes, the Client must either phone, text or email Amay Web Design ahead of time, (ideally a minimum of 1 weeks notice), to outline the changes they would like Amay Web Design to make during the following month.



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1. General Terms:

Payment Options: Payment is currently accepted by PayPal (either by subscription or a monthly invoice) or direct deposit in Australian Dollars (AUD) unless otherwise agreed. See invoice terms for details.

Payment Dates: Invoices will be issued on or around the 28th of each month (or next/closest business day) and are due within 3 days. Once payment is received, Amay Web Design will conduct the set maintenance tasks during the following month (or quarter).

IMPORTANT: Amay Web Design will not conduct the set maintenance tasks for that month/quarter until payment is received in full. The Client is still liable for payment for that month unless the Client has cancelled their package by providing written notice as stated in the “Client Agreement” section of these Terms & Conditions.

Work Outside our Scope: Any technical or specialised work specifically requested by the Client that is outside our scope or abilities may be outsourced. Amay Web Design will aim to provide alternative solutions to match the Client’s needs. Alternatively, the Client may cover the costs associated with training Amay Web Design to accomplish this work or it may be agreed that Amay Web Design will cover these costs in the interests of professional development.

Completion of Work: Amay Web Design warrants completing the Work in accordance with the terms and conditions stated in this document, to the specifications previously agreed with the Client. Amay Web Design will not charge more than the amount previously agreed unless A) the Client has varied the specifications of the Work since the agreement or B) the requested maintenance tasks are outside the list of allocated Website Maintenance Tasks or time allocation. Amay Web Design will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.



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1. General Terms Continued:

Monthly Maintenance Minor Update Listing

The following is a list of tasks that a client can choose from, and are considered included in monthly maintenance. The number of these listed tasks performed each month, or quarter, will depend on the Website Maintenance Package purchased as listed below.

Current Number of tasks included (subject to change at any time):

- Standard Website Maintenance: 2 x 5 minute edits per month
- Premium Website Maintenance: 30 Minutes of Edits per Month
- Elite Website Maintenance: 60 Minutes of Edits per Month

Currently accepted website maintenance tasks.

- Small text changes (not including changing an entire page of text)
- Adding or modifying a link
- Adding or changing a photo/image
- Adding or modifying a menu item
- Adding or modifying meta data (keywords, descriptions, title, etc. on a single page)
- Uploading a new advertisement
- Changing a banner ad
- Adding or modifying a product in a catalog or e-commerce system
- Adding or modifying a calendar event
- Uploading a social media post
- Minor code modification
 - a) PHP
 - b) MySQL
 - c) DHTML
 - d) XHTML
 - e) Javascript
 - f) XML
 - g) Template



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1. General Terms Continued:

Non-minor website tasks considered outside the scope of Website Maintenance and will require an additional fee on top of your monthly maintenance fee, unless otherwise agreed.

- Add a Blog
- Add a calendar
- Create a “pop-out” menu
- Add a frontpage slideshow
- Add Google Analytics/Sitemaps
- Add a new page
- Additional minor updates
- Add a CMS
- - Additional pages
- - New template
- Add an online form
- Add a “Map & Directions” page
- Add an online product catalog
- Add an online shopping cart*
- Add an online payment gateway*

* E-commerce and/or payment gateways require additional services that require additional fees.

* For all other services, please contact us for pricing and turnaround times.



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1. General Terms continued:

Approval of Work: On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Amay Web Design in writing (email will suffice), of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Amay Web Design as unsatisfactory within the 7 day review period will be deemed to have been approved. Approved work, or deemed approved work, cannot subsequently be rejected, and the contract will be deemed to have been completed.

Customer Satisfaction: If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Amay Web Design to remedy any points reported by the Client as unsatisfactory, and Amay Web Design considers that the Client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired. Paid deposits are forfeited. Intellectual Copyright of final artwork / source code / images will remain with Amay Web Design as per 'Intellectual Copyright' terms as within, and Amay Web Design can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

Consequential Loss: Under no circumstances will Amay Web Design be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should be aware that only when a current maintenance contract is in place, will Amay Web Design hold responsibility for keeping backup copies of the Client's website. Unfortunately malicious software, spyware, viruses and website hacking are common threats and Amay Web Design cannot be held responsible for problems that develop on the Client's website as a result of such illegal activity.



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1. General Terms continued:

Consequential Loss continued: If such a problem does occur however, if a current website maintenance package is in place, Amay Web Design agrees to restore the Client's website with the latest clean (uncompromised) backup copy within 7 days of written notification (email will suffice). In most circumstances, websites will be restored sooner than 7 days.

Should changes in technology mean that at some future date the website no longer functions as originally intended, Amay Web Design will undertake to update the website accordingly, subject to the time allowed for in the current website maintenance package OR for an additional cost at the current quoted hourly fee.

2. Data Storage Policy

Amay Web Design stores final client artwork / source code / images / other materials for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant project files are archived for a minimum period of 1 year after the completion of the project.

Client Supply: The Client can request project files to be supplied to them electronically, though they accept responsibility for the safe keeping of these files from that time and beyond any archive period detailed above.

Supporting Files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore Amay Web Design holds no liability or responsibility to store such media files on their system(s).



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2. Data Storage Policy

Backup Liability: Amay Web Design takes appropriate precautions and practices to backup Client project files through a range of backup and archive systems. However, Amay Web Design offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.

Wavier: In the event of an act of God or circumstances beyond their control, and ensuring all precautionary practices were followed, Amay Web Design holds no liability for the safe keeping or backup of the Client's project files nor the responsibility to re-create any such files without fees.

3. Disclaimer & Wavier

Wavier of Terms: Should Amay Web Design waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Amay Web Design to waive the same clause on any other occasion. By agreeing to these terms and conditions the Client's statutory rights are not affected. Amay Web Design reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us at support@amaywebdesign.com.au or any of our listed contact details on our website.

4. Additional Terms

Where applicable we may impose additional terms and conditions individually respective of the media design / project concerned. These additional terms, if any, will be detailed in the quotation supplied or via email for the media design / project concerned.



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Website Maintenance Agreement

THIS WEBSITE MAINTENANCE AGREEMENT is made and entered into as of _____ (date)

between **Amay Web Design** and _____ (client)

On behalf of _____ (client), I hereby agree to the Terms and Conditions for _____ Website Maintenance Package, for the website:

https://www._____ as outlined above.
(Website URL)

Choose from these Packages:

- Standard Website Maintenance (\$50 per month)
- Premium Website Maintenance (\$80 per month)
- Elite Website Maintenance (\$120 per month)

The parties hereby accept and agree to the Website Maintenance terms as outlined in the agreement above, and the Client shall pay the first months instalment, in advance, upon signing of this agreement.

Name (Client) _____ on behalf of
_____ (Business) Position _____

Date _____ Signature _____

Name (Seller) Anne Younger on behalf of Amay Web Design

Position: Owner

Date _____ Signature _____



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