

WEBSITE MAINTENANCE AGREEMENT

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This Website Maintenance Agreement (the "Agreement") is entered into on [CONTRACT DATE] by and between:

Service Provider: [PROVIDER / AGENCY NAME], of [PROVIDER ADDRESS] (the "Provider"), and

Client: [CLIENT NAME], of [CLIENT ADDRESS] (the "Client"),

collectively the "Parties," for the ongoing maintenance of the website located at [WEBSITE URL] (the "Website").

1. Scope of Services

The Provider agrees to perform the following ongoing maintenance services for the Website during the term of this Agreement:

- WordPress core, theme and plugin updates, applied on a [weekly] basis after backup and testing.
- Daily off-site backups of the Website files and database, retained for [30] days.
- Security monitoring, malware scanning and hardening in line with current best practices.
- Uptime monitoring on a 24/7 basis, with alerts on downtime.
- Performance and Core Web Vitals optimization on a [monthly] basis.
- [Number] hours of small edits, fixes and developer time per month, where included in the selected plan.
- A monthly maintenance report summarising work performed.

Any work outside this scope will be quoted and approved separately before it is performed.

2. Service Levels & Response Times

The Provider will use commercially reasonable efforts to meet the following response and resolution targets:

Issue type	Response time	Resolution target
Site down / hacked (critical)	[e.g. 4 hours]	[e.g. same business day]
Broken feature (high)	[e.g. 1 business day]	[e.g. 2 business days]
Minor fix / edit (normal)	[e.g. 2 business days]	[e.g. 5 business days]
General question (low)	[e.g. 2 business days]	[n/a]

Targets are measured during the support hours defined in Section 3 and exclude delays caused by the Client, third-party hosts or plugin vendors.

3. Support Hours

Standard support is provided [Monday to Friday, 9am–5pm, GMT], excluding public holidays. Emergency support outside these hours is available where the selected plan includes it, per Section 12.

4. Deliverables & Monthly Reporting

Each month the Provider will deliver a written report covering updates applied, security events handled, backup status, uptime, performance scores and any fixes completed. Reports are delivered by [email] within [5] business days of month end.

5. Updates Policy

The Provider will keep WordPress core, themes and plugins current. Major or high-risk updates will, where practical, be tested on a staging copy before deployment to the live Website. The Provider is not responsible for faults caused by third-party code it did not author, but will remediate resulting issues as part of the service.

6. Backups

The Provider will maintain automated daily off-site backups and will retain them for [30] days. On request, the Provider will restore the Website from the most recent working backup. The Client remains responsible for retaining its own independent copy where it requires longer retention.

7. Security & Malware

The Provider will monitor the Website for malware and unauthorised changes and will apply reasonable hardening measures. In the event of a compromise, the Provider will clean the infection, restore a clean version where necessary, and close the identified vulnerability. The Provider does not guarantee that the Website can never be compromised, but will act promptly to remediate.

8. Client Responsibilities

- Provide and maintain secure administrative access to the Website and hosting.
- Maintain valid licences for all premium themes and plugins in use.
- Respond to requests for approval or information within a reasonable time.
- Not make changes that conflict with the Provider's work without notice.
- Pay all fees when due under Section 10.

9. Provider Responsibilities

- Perform the services with reasonable skill and care.
- Keep Client credentials and data confidential per Section 13.
- Notify the Client promptly of any critical issue affecting the Website.
- Maintain appropriate tools and access controls to deliver the service.

10. Fees & Payment Terms

The Client will pay the Provider [MONTHLY FEE] per month for the services, billed [monthly in advance]. Invoices are due within [7] days. Late payments may result in suspension of services after [written notice]. Fees exclude any applicable taxes.

11. Term & Termination

This Agreement begins on the date above and continues on a [month-to-month] basis. Either Party may terminate with [30] days' written notice. On termination, the Provider will hand over relevant access and any current backup, and the Client will pay for services rendered up to the termination date. No long-term lock-in applies unless separately agreed in writing.

12. Emergency Support

Where the selected plan includes emergency support, the Provider will respond to critical incidents (site down, hacked, checkout broken) within the response time stated in Section 2, including outside standard support hours. Emergency work beyond the plan's included scope may be billed at [EMERGENCY RATE] per hour with prior approval.

13. Confidentiality

Each Party will keep confidential all non-public information received from the other, including credentials, business data and this Agreement's commercial terms, and will use it only to perform this Agreement. This obligation survives termination.

14. Intellectual Property & Ownership

The Client retains ownership of the Website, its content and its data. Any original code or materials created by the Provider specifically for the Client under this Agreement transfer to the Client on full payment, except for the Provider's pre-existing tools, libraries and know-how, which remain the Provider's property.

15. Warranties & Limitation of Liability

The services are provided with reasonable skill and care but without any further warranty, express or implied. To the maximum extent permitted by law, the Provider's total liability under this Agreement is limited to the fees paid by the Client in the [three] months preceding the claim. The Provider is not liable for indirect or consequential loss, including lost profits or data, except where caused by its gross negligence or wilful misconduct.

16. Indemnification

The Client will indemnify the Provider against claims arising from the Client's content, its use of the Website, or its breach of this Agreement. Each Party is responsible for its own compliance with applicable laws.

17. Governing Law

This Agreement is governed by the laws of [GOVERNING STATE / COUNTRY], and the Parties submit to the exclusive jurisdiction of its courts.

18. Entire Agreement & Amendments

This Agreement is the entire agreement between the Parties on its subject matter and supersedes prior discussions. Any amendment must be in writing and signed by both Parties.

Signed by the Parties:

Provider: [PROVIDER NAME] Date: _____

Client: [CLIENT NAME] Date: _____

Disclaimer: This template is provided for general informational purposes only and is not legal advice. Laws vary by jurisdiction. Have a qualified lawyer review any contract before you rely on it.