



Website Maintenance Plans & Hosting Agreement

In this agreement, "we", "us" & "our" means Computancy or anyone working on our behalf. "You" or "your" means the company or person buying our services, or anyone working on their behalf. "Server" refers to the computer equipment used to provide web hosting services by our supplier. "Web site" is the specific area on the server that we provide to you to use as a site on the internet.

These terms and conditions apply to and control the relationship between you and us, both during and after our business relationship.

AUTHORISATION

You are engaging us to be your sole website maintenance, security, and hosting contractor for the duration of this agreement.

We will update your website's content, keep the site software current & secure and host it on our web server. This includes changes to text, pictures, graphics, and adding any necessary scripts, plugins, or website applications. You will give us access to your website's admin dashboard, server, file directory, or any other necessary areas so we can complete the maintenance and updates.

We may also need access to your web domain management or registrar to update your DNS settings.

SCOPE OF MAINTENANCE PLANS

Complete Care Plan:

- 1.5 hours maintenance & site updates
- Weekly WordPress core, module & plugin updates
- 20GB SSD fast website hosting
- Worldwide Content Delivery Network - CDN
- Daily full site backups with 14-day retention
- Proactive security & malware monitoring
- SSL installed & updated
- Support ticket system
- Telephone support
- Office hours response
- 24/7 up-time monitoring
- Monthly reporting

Ultimate Care Plan:

- 2.5 hours monthly support, maintenance & advice
- Weekly WordPress core, module & plugin updates
- 100gb Website hosting on dedicated WordPress Cloud service
- Automatic scaling to cope with any spikes in traffic
- Worldwide Content Delivery Network - CDN - for speed & security wherever your site is accessed
- Daily full on-site backups - with 30-day retention
- Daily & weekly off-site backups - 3-month retention
- Staging site for development work
- Proactive security & malware monitoring
- Free migration of website from current hosting
- SSL installed & updated
- Support ticket system
- Telephone support
- Office hours response
- 24/7 up-time monitoring
- Monthly reporting

MAINTENANCE TERMS

Our website maintenance plans don't have a set contract period, so you'll be charged automatically every month until you cancel. You can cancel the plan at any time during the month, but you'll still be billed for that entire month. No refund of unused time.

Even if you don't use all the hours in the plan for that month, you won't be able to carry them over to the next month or use them some time in the future.

If we see that you're using more hours than included in your plan, we'll let you know and you can choose to wait until the next month to schedule the work or buy extra hours at a current rate of £60 per hour.

We reserve the right to terminate the agreement if you don't pay on-time, if you're constantly using many more hours than agreed, or if your messages to us are abusive or inappropriate.

PAYMENT OF FEES

Our billing system will automatically charge your credit or debit card on the 1st of each month.

If the payment attempt is not successful, this agreement will be considered cancelled, and your account suspended. We will contact you to inform you.

If payment has still not been made within 72 hours, then your account will automatically be terminated and all files we host for you permanently deleted.

All payments are processed by our payment processor Stripe, and We have no access nor knowledge of your card details or reasons for payment failure.

ASSIGNMENT OF SERVICE

We may consult with other experts in the field of WordPress, website security, plugin and theme development, or hosting services to ensure we are fulfilling our agreement with you.

This is only done when necessary to provide the highest level of service.

SCHEDULING OF TASKS

Our service includes management and monitoring of client websites through a centralised system that utilizes a plugin on the site and specialised monitoring software. This enables us to identify any problems and perform updates to any site without always accessing the individual website's admin area.

Updates and maintenance tasks are scheduled and prioritised based on our workflow, except for total website downtime, which is treated as an emergency and given the highest priority.

We follow a policy of updating the WordPress core, plugins, themes and components on a weekly basis - and not immediately upon their initial release. This is to ensure that any potential issues that may arise from the updates can be identified and addressed by early adopters, before we implement them on Your website. However, in the case of security updates, we prioritise their installation as soon as possible to ensure the security of your website.

Please note that in certain instances, WordPress may also automatically push updates for critical security issues without any request nor confirmation.

CLIENT ACKNOWLEDGEMENTS

This is a maintenance contract, so we won't completely change the design of your website or add custom features. It's similar to having a boiler maintenance contract - the expectation is that your boiler will function properly, but additional services such as installing new radiators would come at an additional cost.

You understand and agree that:

- We will handle all website maintenance tasks by prioritising them on a first-come, first-serve basis, except in cases of total website downtime.
- If you do not respond to questions critical to task completion it will be delayed.
- Website updates do not include original image editing, graphic design, database changes, or programming, among other things.
- The maintenance agreement does not include website redesign, training on website usage or online marketing, or troubleshooting your email or computer issues.
- Communication will be during regular business hours by email, support ticket or phone.
- We will not be held responsible for web server downtime or issues caused by third-party services.
- You agree to allow only Computancy to make changes to the website's code during the contract and any errors caused by other parties will be charged at the standard hourly rate.

INDEMNIFICATION

You agree you will protect and compensate the Us from any legal claims, damages, expenses, or losses whilst maintaining Your website, that may result from the use of any material, content, or information provided by You, or anyone acting on your behalf, for any claims that the use of such material infringes the intellectual property rights of a third party.

CONFIDENTIALITY

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence.

GOVERNING LAW & JURISDICTION

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England exclusively.

LIMITATION OF LIABILITY

We shall not be liable for any direct, indirect, incidental, consequential or punitive damages, including but not limited to loss of profits, data, or business, arising out of or in connection with the use or inability to use our services. Our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us for the services during the term of our agreement. We do not exclude or limit liability for death or personal injury resulting from our negligence or that of our employees, or subcontractors.