



MINDBYTE

WEBSITE MAINTENANCE TERMS & CONDITIONS



Mindbyte Ltd - Website Maintenance Terms & Conditions

By placing an order with Mindbyte Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

- The Client: The company, organisation or individual requesting the services of Mindbyte Ltd.
- Mindbyte Ltd: The Limited Liability Company and any associated partners or appointed agents.
- Contract Cycle: the agreed period of time for when WordPress updates are performed which for this contract is once every week.

General

Mindbyte Ltd will carry out work only where a written confirmation is provided by email or post. Mindbyte Ltd will carry out work only for Clients who are 18 years of age or above.

Mindbyte Ltd's Website Maintenance Service

What is included:

- Updates to WordPress core once at the start of each contract cycle
- WordPress Plugin Updates once at the start of each contract cycle
- WordPress Theme Updates once at the start of each contract cycle
- Installation and maintenance of WordPress security plugin to help prevent attacks and to scan website for malicious code.
- If after updates to WordPress core, WordPress plugins or WordPress themes are performed it is determined that one or more of the updates cause problems for the overall functioning of the website, then the site will be 'rolled back' to the state before the updates were performed using the latest website backup. Mindbyte Ltd will then contact the Client to discuss options as to remedy the issue.

What is not included:

- Changes to the website content including text, images, pages, menus etc.
- Addition of new features to the website or modification of existing features
- Changes to the design of the website
- Installation of new WordPress plugins
- Installation of new WordPress themes
- Repair of website
- Any work required to remedy an issue where an update to WordPress core, WordPress plugins or WordPress themes has been found to cause problems to the overall functioning of the website. This work will be discussed with the Client beforehand and then charged separately at Mindbyte Ltd's hourly rate.



Client Payment of Accounts

Payment terms will be detailed on the invoice.

Maintenance contract fees are due upfront before any hours of work have been completed.

Maintenance services are billed monthly.

You are required to make payment on receipt of the invoice avoid disruption to services. Should a payment be late, Mindbyte Ltd reserves the right to suspend services until accounts are settled, and to charge a 8% late fee on the outstanding amount compounded monthly.

If after 30 days the account is still in arrears, the agreement can be terminated by Mindbyte Ltd unless otherwise agreed.

Cancellation

This agreement remains in effect until either you or Mindbyte Ltd cancels it. You may cancel this contract at any time by providing thirty (30) days written notice (via post or email), provided that all payments are up-to-date. Should you decide to cancel this agreement, you acknowledge that no refunds will be given on amounts you have already paid.

Mindbyte Ltd reserves the right to cancel this agreement at any time, for any reason, and without prior notification. Should Mindbyte Ltd decide to cancel this agreement, you will be sent a cancellation notice either electronically or in writing. This notice will be sent to the physical or email address held on record.

Legal Information

While performing tasks related to this contract Mindbyte Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of the Client's website. Mindbyte Ltd cannot guarantee that its work will be error-free and so Mindbyte Ltd also cannot be liable to the Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if the Client has advised Mindbyte Ltd of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

The Client cannot transfer this contract to anyone else without Mindbyte Ltd's permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.