

# WEBSITE HOSTING SOLUTIONS

12, Northfield, Lightwater, Surrey, GU18 5YR

Company No: 8906163 VAT No: 227 7437 90

T: 01903 790040 E: [support@website-hosting.solution](mailto:support@website-hosting.solution) W: [www.website-hosting.solutions](http://www.website-hosting.solutions)

## Website Hosting Solutions Ltd - General Business Terms & Conditions

### 1. DEFINITIONS

**“Acceptable Use Policy”** means the policy in force from time to time by us to ensure all content in use by the Customer on the Website meets all UK legal requirements.

**“Agreement”** means any Quotation, Terms and Conditions, Service Specific Terms and the acceptance received from the Client in writing by the Company supported, if applicable by the Client’s purchase order, and payment of the deposit if requested by the Company.

**“Application”** and **“Development”** and **“works”** means a computer program, computer system, web application, mobile device application or the enhancement of any existing computer program, computer system, web application, mobile device application.

**“Change Control Document”** means any change to any Quotation or the Specification of Requirements requested by the Client detailed in writing.

**“Charges”** means our fees for the Services & Support, Domain and Hosting fees provided including work invoiced monthly and annually, and invoicing for Goods delivered.

**“Company”** means Website Hosting Solutions Ltd (Company Number 8906163) whose registered office is at 12, Northfield, Lightwater, Surrey, GU18 5YR.

**“Contract”** shall mean the contract between you and us for the provision of the Services and shall consist of the Formal Quotation/Detailed Specification, General Terms & Conditions and Service Specific Terms which shall constitute the entire agreement between you and us.

**“Client”** means the organisation stated in any Quotation or Specification of Requirement / Works.

**“Due Date”** means the date specified for the payment of the Charges and Fees in any Quotation

**“Goods”** means the hardcopy print designed by the Company and provided by the Company’s approved supplier to the Client.

**“Partner”** or **“Associate”** means any consultancy firm, company or individual with whom we have an on-going relationship and wish to engage to work on the development and delivery of the Services to you.

**“Parties”** means you, the Client and/or the Company who have entered into this Agreement.

**“Price”, “Charges & Fees”** shall mean the price payable by you to us for the Services, including our partner or Associate Fees that we have agreed to supply as specified in any Quotation or any Quotation Amendment.

**“Project”** the Goods and Services to be delivered to you, the client as summarised in any Quotation.

**“Project End Date”** means the date specified in any Quotation when the delivery of Services will end.

**“Project Delivery Plan”** means the delivery plan agreed between us and you, the Client once any Quotation has been formally accepted.

**“Quotation”, “Formal Quotation”** and **“Detailed Specification”** shall mean the documentation signed by a director of the Company detailing the Goods and/or Services that we have agreed to provide to you, under this contract and price.

**“Quotation Addendum”** means the document signed by a director of the Company that details the changes to any Quotation.

**“Monthly or Annual Costs”** means the monthly or annual charges for the Services specified in any Quotation.

**“Project Costs”** means the charges at each interval as specified in any Quotation.

**“Sales Proposal”** means the document upon which any Quotation is based as presented to you by us.

**“Services”** shall mean all professional services (work to be carried out) summarised in any Quotation that we have agreed to provide to you as stated in any Quotation.

**“Specification of Requirements”** means the document agreed between you, the client and us, that sets out in sufficient detail your detailed requirements for delivery.

**“Support Services”** means any Technical Support for Websites, Hosting, Email provided by email or telephone.

**“Terms”** means these General Terms and Conditions and related Service / Goods Terms and Conditions

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**“Third Party Services”** means those Services provided by a Third Party Service Supplier which are necessary or appropriate to the provision of the Services as summarised in any Quotation.

**“Third Party Service Suppliers”** means any third party, other than Partners and Associates, used by us at our sole discretion on an ad hoc basis to provide Services necessary to fulfill our obligations to you, the Client.

**“we”, “us”** and **“WHS”** shall mean The Company and **“our”** shall be interpreted accordingly.

**“you”** shall mean the client named in any Quotation and **“your”** shall be interpreted accordingly.

## 2. INTRODUCTION

**2.1.** These Terms and Conditions (“Terms”) and any Quotation and Quotation Addendum (together with any document specifically referred to in either as constituting part of any Agreement) shall constitute the entire agreement (“Agreement”) and regulate the business relationship between you and us. By using our services in any way, or by buying from us, you agree to be bound by them.

**2.2.** No representation, warranty or other statement (whether in writing or otherwise) made by the Company shall be of any effect (and is expressly disclaimed by the Company) unless it has been specifically confirmed in writing and set forth in any Quotation.

**2.3.** The Agreement shall not come into effect until any Quotation has been signed by a director of the Company and a director or partner of the Client or some other person with the appropriate authority on behalf of the Client has confirmed their acceptance in writing and the deposit, when invoiced by the Company, has been paid promptly into our bank account. The Client shall have accepted any Quotation by signing it or by accepting the provision of Goods and Services specified therein.

**2.4.** In the event of any conflict between the Terms and any Quotation, any Quotation shall take precedence over the Terms.

## 3. GENERAL TERMS APPLICABLE TO ALL GOODS AND SERVICES

**3.1.** The Company shall provide the Goods and/or Services summarised in any Quotation, Quotation Addendum, or in any Specification of Requirements or Change Control Document to the Client.

**3.2.** The Company shall allocate the Charges to Third Party Service Suppliers, Partners and Associates, if appropriate, and in such proportions as the Company shall deem fit, having regard to the size of the Charges and the interests of the Client. The Company may change the proportion of the Charges allocated to any Third Party Service Supplier, Partner and Associate during the course of any month, as it shall deem fit.

**3.3.** The Client is solely responsible for providing relevant information and sign off to proceed through the project plan. Any errors discovered after sign off, the Client is responsible for the additional costs incurred.

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## **3.4. Rescheduling the delivery of Goods and Services.**

**3.4.1.** In the event that the Client fails to deliver to the Company any essential information that the Company requests to deliver the Goods and Services within the agreed timeframes as part of the project delivery plan of such requests, the Company reserves the right to suspend all work on the design, development or delivery of the Goods and Services and reschedule the development or delivery of the Goods and Services once the Client has complied with the Company's requests. The Company may make an additional charge to the Client for the additional cost it has incurred, which are reasonable and substantiated, and have been incurred as a result of the disruption to restart the development or delivery of the Goods and Services.

## **4. RESPONSIBILITIES OF THE COMPANY**

### **4.1. Facilities**

The Client shall provide the necessary computer equipment, communications facilities, software tools, stationery and other consumables that the Company requires to perform the Services as part of any Quotation, unless otherwise specified.

### **4.2. Provision of Development & Support Services**

The Company will supply Development and Support services in accordance with any Quotation, Quotation Addendum, or in any Specification of Requirements or Change Control Document provided by the Client. The Company shall, at its' sole discretion utilise whatever coding language, practice or methodology that it sees fit in order to fulfill the Client requirement as specified.

#### **4.2.1. Care & Due Diligence**

The Company will create any application, development or support with due care and diligence, utilising modern methodology, current browser requirements and best practice, wherever possible and to the best of its' capability. The Company will decide by its' sole discretion if any application or development be applied to a test or live environment in consultation with the Client.

#### **4.2.2. Testing**

The Company will test any application or development against the specification provided to ensure that such complies with the specification. The Client has the responsibility to test and sign off the application or development prior to deployment to a live environment across all browsers and devices as the Client deems necessary. The Client shall report in writing via the Change Control Document all failures of the application or development where the development has not complied with the quotation or specification of requirement. The Company reserves the right to charge for changes to the quotation or specification of requirement if the changes are deemed to be out of scope and agreed by the Client.

#### **4.2.3. Guarantees**

The Company will provide a 3 month guarantee of all works from the date of launch to a live environment. After such a period it is the sole discretion of the Company whether to charge the client for any imperfections in the works subsequently discovered. The Company will not be liable for any losses incurred by the Client as a consequence of any defects in any works that have reached the end of the 3 month guarantee period.

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## **4.2. Supervision of the Company's staff, Partners and Associates, and Third Party Suppliers**

The Company may assign any of its staff or Partners and Associates, and Third Party Suppliers it considers appropriate to provide the Goods and Services and the Company shall be responsible for the conduct and the quality of work carried out by its own staff and that of its Partners and Associates, and Third Party Suppliers.

## **4.3. Reports**

Dependent upon the product or service taken, the Company shall produce reports to the Client, in the format agreed in any Project Delivery Plan, as and when agreed with the client required by the Client.

## **4.4. Suspension of Services**

The Company may from time to time suspend Services under this Agreement to carry out any work to upgrade or maintain the Company's data network, having provided at least five days' notice in writing of its intention to do so, whenever practicable to do so.

## **4.5. Your details Information**

The Company stores information about you for the purposes of doing business with you and to send you occasional Marketing Emails concerning enhancements and updates to your Website.

We will only hold your information for the period of time we do business with you and will destroy all your information when you cease trading with the Company.

The Client authorises the Company to retain and use the personal information stored for the purposes of doing business with you and send you occasional emails as described above.

You may view and update your details in our client area at <http://www.website-hosting.solutions/accounts>.

## **5. CHARGES**

**5.1.** The Client shall pay the charges specified in any Quotation, Change of Specification or Out of scope invoice, plus VAT at the applicable rate at the date of Invoice to the Client.

**5.2.** The Company shall invoice the Client for the Charges as outlined in any Quotation or any subsequent Project Delivery Plan milestones. The Client shall provide the Company with cleared funds for the amount of that invoice within 14 days of the invoice date.

**5.3.** If the Client fails to comply with Clause 5.2, the Company shall be under no obligation to provide the Goods and Services until the outstanding Charges have been received by the Company. Where Charges are paid late, the Company shall not be liable for failing to meet any pre-agreed deadlines, which shall be adjusted as necessary from the date payment is received.

**5.4.** If the Client is subject to a monthly payment schedule it is the Client's responsibility to ensure that payment is made to the Company's bank on time. If the Client misses a payment date the whole of the outstanding amount becomes due within 14 days of the default.

**5.5.** In the event that the Client feels it has a bona fide reason not to pay the Charges on time, the Client must, within five days of the invoice date, write to the Company explaining its reasons why payment is being withheld. The Company will then investigate the Client's reasons for non-payment and put forward a resolution to the Client within five days of receipt of the non-payment notice from the Client. Both Parties agree to resolve any problems within 10 days in so far as it is practical. If there is no agreement between the Parties to resolve the problems then clause 11.3 will prevail.

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**5.6.** In the event of additional works, the client acknowledges that the Company may charge an agreed rate and that the client will pay the Company for all work not included in the Formal Quotation. The rates will vary between categories of work. At the clients' request to carry out any additional work, the Company will advise the client of the additional costs of that work for which the client will be additionally liable.

**5.7.** Travel Expenses incurred by the Company's representatives travelling to the Client and back to the Company's office will be charged to the Client monthly in arrears based on 45p per mile by car or at cost using public transport plus the cost of the time spent by the individual providing the Service travelling, at the individual's prevailing hourly rate or part thereof.

## **6. COPYRIGHT AND INTELLECTUAL PROPERTY**

**6.1.** Subject to Clause 6.2, all copyright and trademarks in software, imagery and/or content produced by the Company for the use of the Client under this Agreement, which is the property of the Company as the author, shall remain the property of the Company until all monies due to the Company under any Quotation, Quotation addendum or Specification of Requirement have been paid up to the Project End Date. Upon the Company receiving all outstanding monies, the Company shall assign all such copyright and trademarks to the Client.

**6.2.** The copyright and intellectual property in any software and content used by the Company to provide the Services for the Client under any Quotation, Quotation addendum or Specification of Requirement, which belongs to the Company or another third party, shall at all times remain the property of the Company and any such third party, and the Company shall grant a non-exclusive licence to use such software and content to the Client but only in connection with the Services for the duration of any Quotation, Quotation addendum or Specification of Requirement.

**6.3.** All work remains the property of the Company until the account has been settled in full.

**6.4.** Any copyright, trademark or other intellectual property provided by the Client for use by the Company in connection with the Goods and Services which is the property of the Client shall remain the property of the Client and the Client shall grant a non-exclusive licence of such intellectual property rights to the Company for the duration of this Agreement.

**6.5.** If any copyright, trademark or other intellectual property provided by the Client for use by the Company in connection with the Goods and Services is the property of any third party and is not held by the Client under licence, the Client shall ensure all necessary consents, authorisations or licences to allow the use by the Company of such copyright, trademarks or other intellectual property in connection with the Goods and Services are obtained prior to the delivery of the Goods and Services.

**6.6.** Where any copyright, trademark or other intellectual property provided by the Client for use by the Company in connection with the Goods and Services is held by the Client under licence ("the Master Licence"), the Client shall licence such copyright, trademark or intellectual property to the Company at no cost, on the same terms as the Master Licence and the Client warrants that it is entitled to do so.

**6.7.** The Client shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with any breach by the Client of clauses 6.4, 6.5 and 6.6 up to £1 million.

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## 7. CONFIDENTIALITY

**7.1.** The Company and the Client agree to treat any company information received from the other which is confidential or proprietary in nature or which is specified by the Party providing the information as being confidential with the same degree of care and diligence with which they treat their own information that is of a confidential and proprietary nature and shall not disclose the same to any person, firm or company without the disclosing Party's consent unless required by law. The provisions of this clause shall survive the termination of this Agreement for a period of two years, but the restrictions contained in this clause cease to apply to any information, which is in the public domain.

**7.2.** The Company reserves the right to work with any competitor business to the Client.

## 8. CHANGES TO ANY QUOTATION

**8.1.** If the Company wishes to make any changes to any Quotation, impacting the Third Party Supplier, Charges, Project Delivery Plan, the Company shall give notice in writing to the Client of the changes it wishes to make for discussion. The Company shall within seven days of such notice inform the Client of the impact (cost and time) of the requested changes in writing (the Change Control Document).

**8.2.** If the Client accepts the impact of the proposed changes notified to it by the Company in writing, the changes shall be set out in a written document ("Quotation Addendum") which shall be executed by a director of the Company and a director or partner of the Client or some other person with the appropriate authority on behalf of the Client, which document shall also form part of this Agreement.

**8.3.** If there is any change to the Services causing an increase in Charges under this clause 8 during any calendar month and such change is to take effect immediately, the Company shall provide to the Client, as soon as possible after the execution of any Quotation Addendum, with an invoice setting out the amounts due to the Company which must be settled by the Client within 14 days of the invoice date.

**8.4.** If the Client rejects the changes proposed by the Company in writing, the Company may at its discretion give notice to the Client to terminate this Agreement in writing subject to the provision of clause 11.1.1.

**8.5.** The Client may request a change to any Quotation in writing to the Company. If the Company accepts the change, a Quotation Addendum will be prepared by the Company and signed off by each Party's authorised representative. In the event that the change request from the Client is not accepted by the Company, any Quotation or any preceding Quotation Addendum in force, prior to the change request, will remain in force until the date this Agreement is due to terminate, or unless subsequently changed using the Change Control Document.

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## 9. WARRANTIES

### 9.1. Services provided by the Company:

**9.1.1.** The Company warrants that the Goods and Services will be provided with reasonable skill and care.

**9.1.2.** The Company warrants that it will use all reasonable endeavours to select and use the Third Party Service Suppliers, Partners and Associates, if required, that are most appropriate for the Goods and Services to be delivered to the Client, but for the avoidance of doubt the Company will use its reasonable skill and care to ensure that such Third Party Service Suppliers, Partners and Associates will offer the best value for money.

**9.1.3.** The foregoing warranties are exclusive and in lieu of all other warranties, whether expressed or implied, written or oral, statutory or otherwise.

#### **9.1.4. Goods and Services procured for the Client by the Company**

The Company will not be liable for any defects in Third Party Services supplied by or procured for the Client by the Company from any Third Party Service Supplier, except insofar as the Company has the benefit of any warranties as to the Third Party Services from that Third Party Service Supplier, in which case the Company will make all reasonable efforts to assign to the Client all such warranty rights, and the Client's sole claim to redress for any defects in these Services will be against the Third Party Service Supplier.

## 10. LIMITATION OF LIABILITY

**10.1.** Any claim under this Agreement by the Client shall be notified to the Company in writing within 28 days from the end of the month in which the Goods and/or Services were provided or were due to be provided. If the Client does not notify the Company of its claim in accordance with this clause, the Company shall have no liability under this Agreement.

**10.2.** Under no circumstance shall the liability of the Company under or in connection with this Agreement exceed the fees paid by the Client to the Company for the previous three months.

**10.3.** Neither Party shall not be liable to the other by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of either Party, its employees or Partners, Associates or sub-contractors or otherwise) which arise out of or in connection with this Agreement. Nothing in this Agreement shall limit either Party's liability for death or personal injury caused by either Party's negligence.

**10.4.** The Company shall not be liable to the Client for any failure whether consequential, special or indirect damages, loss of profits and liquidated damages.

## 11. TERMINATION OF THE AGREEMENT

### 11.1. This Agreement will terminate:

**11.1.1** On the Project / Service End Date or, if no Project End Date is specified in any Quotation or Project Plan on three months' written notice from either of the Parties or

**11.1.2** If the Project fails the acceptance criteria if specified in any Quotation or any Specification of Requirements, other than for minor faults, the Company will, at its sole discretion, rectify any faults

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to the satisfaction of the Client within 30 days of the date of such failure, unless otherwise agreed between the Parties.

**11.1.3** For any other reason specified in this clause 11.

**11.2.** Either Party may terminate this Agreement immediately on written notice to the other Party if the other Party has become bankrupt or officially insolvent or is the subject of any winding-up proceedings (not being a members' voluntary winding-up for the purposes of reconstruction or amalgamation) or is the subject of an appointment of a receiver, administrative receiver or administrator.

**11.3.** If the Client fails to pay the Charges within 14 days of the day of which they became due for payment, the Company may terminate this Agreement immediately on written notice to the Client.

**11.4.** Without prejudice to clause 11.3, if either Party is in material breach of this Agreement, and fails to remedy such breach within 14 days of written notification of the breach from the other Party, the other Party may terminate this Agreement immediately on written notice.

**11.5.** In the event that the Client repeatedly fails to deliver to the Company any content that is required by the Company to deliver the Goods and Services in accordance with the Project Plan, the Company may terminate the Agreement upon giving the Client seven days' written notice. In such event the Company will not be under any obligation to refund any deposits or monies paid.

**11.6.** In the event that the client terminates this contract then the client shall be liable to pay to the Company, and we shall invoice the client for the Services carried out up to and including the date of termination and in addition the client agrees to indemnify us for all costs and expenses incurred on the client's behalf in the provision of the Services.

**11.7.** In the event that the services of the Company are no longer required by the Client, the Company will erase all personal information for the Company's Database and systems in accordance with the law.

## **12. CONSEQUENCES OF TERMINATION**

**12.1.** In the event that this Agreement is terminated under clause 11.1.1 by the Client, the Client agrees to pay the actual Charges during the 3 months' notice period to the Company, subject to a minimum charge. This minimum charge is calculated, based upon the Client's previous 3 month period invoices with the Company.

**12.2.** In the event that the Company wishes to terminate the Agreement due to the Client not paying invoices outstanding to the Company on time, the Company may suspend or terminate this Agreement without any liability to the Client for loss of business due to the website or internet not working.

## **13. THIRD PARTY SERVICE SUPPLIERS**

**13.1.** The Company shall select and use Third Party Service Suppliers for the provision of such Third Party Services as the Company at its sole discretion deems necessary for or appropriate to the provision of the Goods and Services.



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**13.2.** Where a Third Party Service Supplier is specified in the Project Delivery Plan, the Company shall use such Third Party Services Supplier to provide the Goods and/or Services.

**13.3.** Where a Third Party Service Supplier is specified in the Project Delivery Plan and cannot provide the Goods and Services, and the Company reasonably considers that the specified Third Party Supplier is no longer suitable to provide the Goods and Services the Company shall have the right to use another Third Party Supplier to provide such Goods and/or Services without the prior approval of the Customer. Prior to the appointment of a replacement Third Part Supplier the Company will notify the Client of its intention to appoint an alternative Third Party Supplier.

## 14. RESOLUTION OF DISPUTES

**14.1.** If any dispute or difference shall arise between the Parties as to the meaning of this Agreement or any matter or thing arising out of or connected with this Agreement then it shall be referred to the determination of a mediator to be appointed by agreement of the Parties or (in default of agreement) to be nominated by the President for the time being of the Chartered Institute of Arbitrators. The costs of such mediation shall be borne by the Party that initiates the dispute. The mediator shall act as expert and not as arbitrator and his decision shall be final and binding upon the Parties.

## 15. GENERAL

**15.1.** Neither Party shall be liable for any default arising due to any act beyond their control, including, but not limited to, acts of God, war, terrorist action, strike, lockout, industrial action, fire, flood, drought, tempest or failure of any telecommunications system.

**15.2.** This Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

**15.3.** This Agreement is personal to the Client and the Client shall not assign or transfer or purport to assign or transfer to any other person or company any of its rights or sub-contract any of its obligations hereunder without the prior consent from the Company, which would not be unreasonably withheld.

**15.4.** No waiver by either Party of any breach of this Agreement by either Party shall be considered as a waiver of any subsequent breach of the same or any other provision.

**15.5.** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

**15.6.** Any notice to be served on either Party by the other shall be sent by pre-paid recorded delivery or registered post or email and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by email to the correct email address of the addressee.

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**15.7.** The Company's liability under this Agreement is limited to indemnities in respect of IPR, death, bodily injury or property damage.

**15.8.** Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

## **16.0 PRESENCE ON OUR PORTFOLIO**

**16.1.** The Company reserves the right to add an article, images and link to your Web Site in the portfolio section of the Company's web site confirming that it developed and supplied its professional services. The primary purpose of this is to act as a showcase of the services the Company can provide to its clients but should also have the effect of increasing traffic to the client's Web Site. If you do not wish for the Company to exercise this right then the client must notify the Company in writing.

## **G21. WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

## **Website Hosting Solutions Ltd - Hosting & Domain Terms & Conditions**

To complete the registration / order process for any Domain or Hosting Service you must read, and agree to be bound by, all of these Hosting & Domain Terms & Conditions.

### **1. DOMAIN DISPUTE POLICY & REGISTRATION AGREEMENT**

**1.1.** You agree that in the event of a domain name being challenged by a third party, you agree to defend, indemnify and hold harmless The Company and any applicable domain name registry, and the directors, officers, employees and agents of each of them, for any loss, damages or costs, including reasonable legal fees, resulting from any third party claim, action or demand related to your domain name or the use thereof.

**1.2.** In the following registry terms and conditions, you should pay particular attention to the terms dealing with the use and disclosure of personal data, and the Registrar's right to refuse registration if it does not receive the appropriate registration fee.

**1.3.** You agree to giving The Company the necessary authority to enter yourself into a contract with the appropriate domain name registry on their applicable terms and conditions listed below:

**1.3.1.** Nominet UK Terms and Conditions for names ending in uk.

**1.3.2.** Centralnic Terms and Conditions for names ending in uk.com, uk.net, gb.com, gb.net, eu.com, de.com, cn.com & jpn.com.

**1.3.3.** OpenSRS registration agreement for all other types of domain names.

**1.3.4.** ICANN Uniform Dispute Resolution Policy.

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**1.3.5.** ICANN's Registrant's Benefits and Responsibilities page.

**1.3.6.** ICANN's site for registrant education.

## **2. DOMAIN & HOSTING FEES**

**2.1.** As consideration for the services you have selected, you agree to pay to us in advance, the applicable fees for the service(s) you have chosen. The Company will attempt to notify you via email when renewal fees are due and it shall be your responsibility to ensure that such fees are paid before the due date. Should any registration or renewal fees go unpaid by their due date, your Hosting / domain registration and any associated services will be suspended, pending termination.

**2.2.** You agree that The Company shall have no liability whatsoever with respect to any such suspension or termination and that the domain name may be cancelled or reassigned in the event of delinquency.

**2.3.** If a domain name registration has been allowed to expire, it may still be possible to recover and renew. In this case, a 'redemption' fee may be requested from the client.

**2.4.** The Company makes no guarantees that all attempted renewals or recoveries will be successful and it is the registrant's responsibility to check the WHOIS database to ensure their domain name has been renewed.

## **3. DOMAIN & HOSTING CANCELLATIONS, TRANSFERS AND CHANGES**

**3.1.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

**3.1.1.** Our receipt of written or appropriate electronic instructions from you or your authorised agent to take such action.

**3.1.2.** Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action.

**3.1.3.** Our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy. We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

**3.1.4.** If any terms or conditions are not followed.

**3.1.5.** If your domain name is moved away from our services, any other associated services such as web hosting will be cancelled.

**3.2.** We reserve the right to charge an administration fee for re-establishing your identity with ourselves if the email address listed in our records is no longer working for any reason including:

**3.2.1.** Failing to follow the correct procedures for updating your email address with us.

**3.2.2.** Your email address is on a suspended account.

**3.3.** Hosting fees are payable on an Annual basis from May 1<sup>st</sup> each year and are non-refundable.

# WEBSITE HOSTING SOLUTIONS

12, Northfield, Lightwater, Surrey, GU18 5YR

Company No: 8906163 VAT No: 227 7437 90

T: 01903 790040 E: [support@website-hosting.solution](mailto:support@website-hosting.solution) W: [www.website-hosting.solutions](http://www.website-hosting.solutions)

### **3.3.1. Annual Hosting Fees**

Failure to pay the Annual Hosting Invoice by the 1<sup>st</sup> of May will result in the suspension of Hosting and associated Email services until the payment of such an invoice is received into the Companies bank account.

### **3.3.2. Monthly Hosting Fees**

All Monthly Hosting fees must be paid by Direct Debit using the system defined by the Company. Failure to pay the Monthly Hosting Invoice will result in the suspension of Hosting and associated Email services until the payment of such an invoice is received into the Companies bank account.

## **4. DOMAIN & HOSTING INFORMATION REQUIRED**

**4.1.** As part of the registration process, you are required to provide The Company with certain information and to update The Company promptly if the information changes in order for us to keep it current, complete and accurate. You are obliged to provide us with the following information:

**4.1.1.** The domain name being registered

**4.1.2.** The full name, postal address, e-mail address, and voice telephone number of the registrant (owner) contact for the domain

**4.1.3.** The full name, postal address, e-mail address, and voice telephone number of the administrative/billing contact for the domain

**4.1.4.** Any remark concerning the registered domain name that should appear in the Whois data

**4.1.5.** In the event of a Company Registration of a Domain name the full details of the Company that can be verified at UK Companies House for a '.uk' TLD or a '.com' TLD is required.

**4.2.** You acknowledge that providing inaccurate information or failing to update information promptly will constitute a material breach of these Terms & Conditions and will be a basis for cancellation of your domain name and/or web hosting services.

**4.3.** You agree and acknowledge that we will make domain name registration information you provide available to ICANN (The Internet Corporation for Assigned Names and Numbers), to registry administrators, and to other third parties as ICANN and applicable laws permit. Additionally, you acknowledge that ICANN may impose guidelines, limits and/or requirements that relate to the amount and type of information that The Company may or must make available to the public or to private entities.

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**4.4.** There may be circumstances in which we may be required by law to disclose personal information including (but not limited to) account history, use, and Internet Protocol (IP) addresses. Such requests may come from the police, Customs & Excise, or other regulatory bodies. If we are required to disclose any information by law, this will be strictly controlled and the disclosure will be made in accordance with current UK legislation. The Company will not otherwise disclose your information to any third party unless it is required to maintain your domain name.

## 5. RIGHT OF REFUSAL

**5.1.** We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other services, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other services.

## 6. USE POLICIES

**6.1.** Your domain name may be suspended or cancelled in the event that you use the domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or if you use your domain name in connection with unlawful activity.

## 7. AGENTS AND LICENCES

**7.1.** You agree that you are nonetheless bound as a principal by all terms and conditions provided herein.

**7.2.** You agree that if you license or allow the use of your domain name and/or hosting account to a third party, you remain the domain name holder and remain responsible for all obligations under these Terms & Conditions.

## 8. LIMITATION OF LIABILITY

**8.1.** You agree that we will not be liable to you or any other person for any loss that may occur due to:-

**8.1.1.** any loss of registration of a domain name

**8.1.2.** the use of your domain name

**8.1.3.** access delays or access interruptions to the registration systems.

**8.1.4.** the non-delivery or miss-delivery of data between you and The Company, or between The Company and any applicable domain name registry.

**8.1.5.** events beyond the control of The Company or applicable domain name registry.

**8.1.6.** the processing of this application.

**8.1.7.** the processing of any modification to the record associated with your domain name.

**8.1.8.** your failure to pay any fees hereunder.

**8.2.** Further, The Company will not be liable for any indirect, special, incidental or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence) or otherwise. In no event shall The Company's maximum liability exceed the total amount paid by you to the Company for registration of your domain name during the prior 3 years.

**8.3.** You are responsible for the security and transmission of your own data and to notify us immediately of any known or suspected unauthorised use of your account or breach of security, including but not limited to loss, theft or unauthorised disclosure of your password or other security information. You agree that The Company will not be liable to you or any other person for financial losses due to a breakdown in security.

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**8.4.** In the event that we are unable to contact a reseller account holder to pursue payment, we reserve the right to contact their customers to inform them of the situation. We also reserve the right to contact a resellers customers if they are 'abandoned' by the reseller account holder.

## 9. REPRESENTATIONS AND WARRANTIES

**9.1.** You represent and warrant that all information provided by you in connection with your registration is complete and accurate. The Company makes no representation or warranties of any kind in connection with these Terms & Conditions. The Company does not represent or warrant that registration of your domain name will immunise you from challenges to your domain name.

## 10. ACCEPTABLE HOSTING USE POLICY

**10.1.** All services may be used for lawful purposes only. The Company reserves the right to refuse to host or continue to host any material which The Company believes, in it's sole discretion is:

- 10.1.1.** illegal, defamatory, threatening, obscene, vulgar, offensive, dangerous, menacing or are otherwise inappropriate;
- 10.1.2.** encouraging illegal activities;
- 10.1.3.** copied and/or being reproduced without permission;
- 10.1.4.** the subject of multiple complaints;
- 10.1.5.** the subject of a government complaint or investigation;
- 10.1.6.** promoting, encouraging, endorsing or making possible any form of gambling;
- 10.1.7.** offering Escrow services;
- 10.1.8.** material protected by trade secret and other statute;
- 10.1.9.** harmful or destructive to computers (e.g. sites designed to spread viruses); or
- 10.1.10.** disrupting any service we provide to our other customers or the normal running of the server;
- 10.1.12.** violates or threatens to violate the letter or spirit of this Agreement.

**10.2.** Pornography and sex-related merchandising are prohibited on all our servers. This includes sites that may infer sexual content, or that link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the internet. Links to such materials are also prohibited. We will be the sole arbiter as to what constitutes a violation of this provision.

**10.3.** It is forbidden to use our services as a "remote/off site backup" or a "filestore" solution. Our hosting accounts are designed for hosting web sites only. Accounts found hosting this material will be subject to cancellation without refund. It is forbidden to manipulate your account in order to host more sites than allowed by your hosting package.

**10.4.** We reserve the right to limit resources or disable any script or site that affects normal server operation without prior warning. CGI based message forums which use flat file databases are often found to use excessive server resources. Their use is not recommended and may be removed without notice. We do not allow the following scripts to be used with our hosting accounts:

- 10.4.1.** Proxy scripts.
- 10.4.2.** IRC scripts or chat room scripts of any form.
- 10.4.3.** Anonymizer.
- 10.4.4.** Bit Torrent trackers/servers.
- 10.4.5.** phpShell or any similar command line execution scripts.

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**10.4.6.** Any version of "Matt's FormMail" script (there are secure alternatives to this).

**10.5.** Our servers may not be the source, intermediary or destination address involved in the transmission of spam, flames, spoof email (email with forged headers), deliberate transmission of viruses or mail bombs. Your domain may not be referenced in spam or as the originator, intermediary or reply-to address in any of the above. We consider spam to be any unsolicited commercial message or mass unsolicited messages in the mediums of newsgroups and email. If you are found to have sent (or forwarded) spam then we may immediately, without warning, disable your account. The reporting of spam originating from our servers or network to an external network provider will result in immediate account termination without warning. We reserve the right to determine what violates this policy.

**10.6.** Any attempts to undermine or cause harm to any server is strictly prohibited. This includes attempting to access or monitor other accounts, scan, probe, overload, data-mine or test the vulnerability of a system or network.

**10.7.** We reserve the right to refuse to provide services, or to discontinue the provision of services, if you behave in an offensive manner (including without limit racial discrimination, sexual discrimination, threatening behaviour and verbal or physical abuse) to any staff member of The Company (including directors, officers, employees, shareholders, subcontractors and agents) or to any other Client or reseller of our services. We will not be required to make any refund in accordance with Section 2 of these terms and conditions.

**10.8.** When your account is closed, all files (including web pages and email etc.) will be deleted. Any violation may result in immediate deactivation of services without refund.

## 11. NETWORK

**11.1.** We reserve the right to copy any of your data for backup purposes, moving servers or testing in the event of a problem. Data stored on our servers is not guaranteed to be backed up. It is recommended that you keep an independent backup of your data stored on our server.

**11.2.** The volume of included data transfer (bandwidth) is limited, depending on the chosen package. If you reach the maximum bandwidth level allowed by the chosen package, your account will be suspended for the remainder of the month or until you upgrade.

**11.3.** The Company shall retain ownership and control of Internet Protocol addresses which may be assigned for your use. You will have no right to use that Internet Protocol address except as permitted by The Company. The Company reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

**11.4.** A temporary address other than your domain name may be allocated to your site for testing purposes only. This address should not be used to forward, redirect or otherwise point a domain name to your site.

## 12. INDEMNIFICATION

**12.1.** The Client agrees to defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees, asserted against the Company, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. The Client agrees to defend, indemnify and hold harmless the Company against liabilities arising out of the following:-

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**12.1.1.** any injury to person or property caused by any products sold or otherwise distributed in connection with The Company's server.

**12.1.2.** any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party.

**12.1.3.** Copyright Violation.

## 13. REFUSAL OF SERVICE

**13.1.** We reserve the right to refuse or cancel service at our sole discretion at any time without notice. The Company will not be responsible for any damages your business may suffer. The Company makes no warranties of any kind, expressed or implied, for services we provide. The Company disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays and any or all service interruptions caused by The Company and its employees. The Company reserves the right to change or update its policies without notice.

**13.2.** If any terms or conditions are not followed, this will result in grounds for immediate account deactivation without refund.

## 14. GOVERNING LAW

**14.1.** The contract shall be governed by English law, and you and The Company submit to the exclusive jurisdiction of the English Courts.

## 15. BREACH AND REVOCATION

**15.1.** You also agree that at such time as The Company receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the revocation, suspension, transfer or modification of the domain name registration, The Company shall have the right in its sole discretion to revoke, suspend, transfer or otherwise modify a domain name registration.

## 16. AGREEMENT

**16.1.** These Terms & Conditions, together with all amendments or modifications to it, constitutes the complete and exclusive agreement between you and The Company, and supersedes and governs all prior proposals, terms & conditions or other communications.

**16.2.** Nothing contained in this Policy shall be construed as creating any agency, partnership or other form of joint enterprise between the parties. The failure of The Company to require your performance of any provision hereof shall not affect the right to require such performance thereafter; nor shall the waiver by The Company of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms & Conditions is deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the remainder of these Terms & Conditions.

## 17. AMENDMENT

**17.1.** The Company reserves the right to amend, alter, or modify this agreement and our other policies and agreements at any time and in any manner. You agree that your continued use of the Service after the effective date of any such revision, amendment or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this agreement, as revised, modified or amended. It is your responsibility to periodically check The Company's website for updates to this agreement.



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## Website Hosting Solutions Ltd - Web Manager Terms & Conditions

### 1.0 INTRODUCTION

**1.1** These Terms and Conditions shall be used in conjunction with the Company General Terms and Conditions above and relate to The Company **Web Manager** product set.

**1.2** The Company **Web Manager** Terms and Conditions apply where specific Terms and Conditions differ from the Company General Terms and Conditions.

**1.3** The Company shall provide the Company **Web Manager** Service to the client as summarised in any quotation.

**1.4** The Company **Web Manager** Service shall not be used as an Hours Bank for services outside of those contained within the Company Web Manager quotation.

### 2.0 CHARGES

**2.1** The client shall pay the monthly charges to the Company on the dates as specified in the quotation, plus VAT.

**2.2** The client agrees to pay the Company by monthly standing order (Direct Debit to be introduced at a later phase).

**2.3** It is the client's responsibility to ensure payment is made to the Company's bank account on time and in line with the quotation.

**2.4** There shall be no mortgage of hours.

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**2.5** Client requests to the Company for works exceeding banked hours shall be quoted for less the clients banked hours.

**2.6** The client agrees to pay the Company charges at the standard rate outside of contract.

## **3.0 LATE PAYMENT**

**3.1** In the event that the client fails to comply with clauses 3.1 and 3.2, the Company shall be under no obligation to continue to provide the Company **Web Manager** service until the Company has received outstanding charges.

**3.2** Where charges are paid late:

**3.2.1** The Company shall not be liable for failing to meet any pre agreed deadlines

**3.2.2** The client defaults any previously banked hours and the account will be reset to zero.

## **4.0 CONTRACT LENGTH**

**4.1** The contract length between both the Company and the client is as defined within the quotation.

**4.2** The Company **Web Manager** contract lengths are for either 6 or 12 months.

**4.3** In the event that the client wishes to contract for longer than 12 months, the Company shall provide a proposal.

## **5.0 CONTRACT RENEWAL**

**5.1** The client shall provide the Company 30 days or 1 calendar months notice to renew the contract.

**5.2** No notice given, the client will automatically default to an ongoing 6 monthly contract for the Company **Web Manager** Service.

**5.3** The Client shall give 30 days or 1 full calendar months notice to the Company should it not want to renew the Company **Web Manager** Service.

## **6.0 USAGE**

**6.1** The Company shall monitor the client hours used on a monthly basis and reviewed with the client where necessary.

**6.2** The client can bank unused hours over the contract length to be used for other web development works.

**6.3** Unused client monthly rollover hours will cease and reset to zero on the date of the end of the contract.

**6.4** Over usage by the client of the monthly contracted **Web Manager** hours will be calculated every month. The Company will charge the client the over usage amount using The Company standard rates.

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