

Terms & Conditions

The following terms of business apply to any or all of the domain name registration, web site hosting, email forwarding, web forwarding, email, design, or connectivity solutions (together "Services" and individually "Service") to be provided by us to you from time to time. "Server" means the computer server equipment operated by us or computer server equipment supplied by you in connection with the provision of the Services. "Web Site" means the area on the Server allocated by us to you or the Server you have provided for use by you as a site on the Internet.

In buying and using any Services, you accept and agree to these Terms of Business.

DOMAIN NAME REGISTRATION

1. We do not warrant or guarantee that the domain name applied for will be registered in your name or is capable of being registered by you. Accordingly, you should take no action in respect of your requested domain name(s) until you have been notified that your requested domain name has been registered.

2. The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use and you are responsible for ensuring that you are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims you may have against us in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by you to us shall be non-refundable in any event.

3. We accept no responsibility in respect of the use of a domain name by you and any dispute between you and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority.

WEB SITE/SERVER HOSTING/EMAIL FORWARDING/DOMAIN FORWARDING

1. We specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.

2. You warrant to us that you will only use your assigned Web Site for lawful purposes. In particular, you further warrant and undertake to us that:

a. You will not, nor will you authorise or permit any other party to, use the Server in violation of any law or regulation;

b. You will not knowingly or recklessly post, link to or transmit:

i. Any material that is unlawful, threatening, abusive, harmful, malicious, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way;

ii. Any material containing a virus or other hostile computer program;

iii. You will not post, link to or transmit any material that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction

iv. You will conform to the standards made available by us from time to time and will not yourself, and will ensure that none of your end users, make excessive or wasteful use of the Server to our detriment or that of our other customers

3. You are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for non-receipt or mis-routing or any other failure of email.

4. You warrant, undertake and agree that: You will keep secure any identification, password and other confidential information relating to your account and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.

5. Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.

RESELLER TERMS AND CONDITIONS

1. If you are or become a reseller of our Services you must ensure that you continue to comply with these terms and conditions by making your customers aware of these terms and conditions
2. You agree that in your capacity as reseller of our services you will not incur any liability on our part or in any way pledge or purport to pledge our credit or purport to make any contract binding on us.
3. We do not accept the liability or default of your own customers as affecting or limiting your obligations under this agreement

SERVICE AVAILABILITY

We shall use reasonable endeavours to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for any loss or damage suffered in the event of Service interruptions or down time of the Server. We guarantee 99.5% availability of Services excluding time used for routine maintenance and or as a result of attack by unauthorised users. In any event, the extent of our liability in respect of non availability of the Services shall be limited to one 365th of that portion of the cost of the Services relating to the Service which is unavailable for each day that said Service is unavailable.

INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS

You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations in respect of the Services

INDEMNITY

You agree to indemnify and keep indemnified and hold us on demand harmless from and against any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Server, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us in consequence of your breach or non-observance of these terms of business.

TERMINATION

1. We may terminate any service forthwith if you fail to pay any sums due to us as they fall due.
2. We may terminate any service upon written notice if you breach any of these terms and conditions and you fail to correct the breach within thirty (30) days following written notice from us specifying the breach, or if you are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.
3. On termination of any service we shall be entitled immediately to block your Web Site and to remove all data located on it. We will hold such data for a period of 14 days and allow you to collect it at your expense, failing which we shall be entitled to delete all such data. We shall further be entitled to post such notice in respect of the non-availability of your Web Site, as we think fit.
4. You may terminate any service upon not less than 30 days written notice. Where services have been provided on a yearly or biannual basis, no refund of the unused portion of that year or years will be payable by us.

PAYMENT

1. All charges payable by you to us for the Services shall be in accordance with the relevant scale of charges and rates published from time to time by us on our web site and are exclusive of Value Added Tax which shall be paid by you at the rate and in the manner for the time being prescribed by law and shall be due and payable by the Due Date specified on our invoice.
2. The provision by us of the Services is contingent upon our having received payment in full from you in respect of the relevant Services. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, we reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to you and retain the title in and ownership of all domain names registered on your behalf and to deal with such names without restriction as if the full legal and beneficial owner.
3. A Domain Transfer charge will be payable prior to transferring a domain name to another service provider. The amount of such charge may at our sole discretion be changed from time to time and the amount of such charge published on our web site.
4. You may not remove a domain name from our domain name service or transfer any domain name to another service provider until such time as all monies payable by you to us for Services have been made including the Domain Transfer charges. We further reserve the right and at our discretion to await our bankers confirmation that such monies are fully cleared into our bank account.

5. You acknowledge that the charges for domain name registration may represent only the initial costs of a domain name registration and that continued use of the domain name will require you to pay recurring charges and renewal fees.

LIMITATION OF LIABILITY

1. We hereby exclude all conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services supplied under this agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose.

2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim and provided that you notify us of any such claim within one month of it arising.

4. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party. If such notice is sent by email it shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report. If sent by recorded delivery such notice shall be deemed to be served two days following the date of posting.

LAW

These terms and conditions shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English Courts.

GENERAL

These terms and conditions together with any document expressly referred to in them, supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. You confirm that, in agreeing to these terms and conditions, you have not relied on any representation save insofar as the same has expressly in these terms and conditions been made a representation and you agree that you shall have no remedy in respect of any misrepresentation (other than a fraudulent misrepresentation) which has not become a term of this agreement.