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(1) <<Ins<div> provider>>

(2) <<Ins<div> t>>

WEBSITE HOSTING SERVICE AGREEMENT

THIS AGREEMENT is made the <<insert day>>, <<insert month>>, <<insert year>>

BETWEEN:

- (1) <<Name of Service Provider>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Service Provider")
- (2) <<Name of Client>> [a company incorporated in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Client>>] <<Address>> ("the Client")

WHEREAS:

- (1) The Service Provider is engaged in the business of providing Hosting Services to clients and has reasonable qualifications and experience in that field.
- (2) The Client wishes to acquire Hosting Services provided by the Service Provider as detailed in Clause 6 and in accordance with the terms and conditions of this Agreement.
- (3) The Service Provider wishes to provide Hosting Services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Business Day" means any day (other than Saturday or Sunday) on which any banks are open for their full business in <<insert location>>;

"Commencement Date" means the date on which this Agreement comes into effect pursuant to Clause 2;

"Confidential Information" means information disclosed to either Party, information disclosed to that Party by the other Party, or in connection with this Agreement, whether orally or in writing, in any other medium, and whether or not it is expressly stated to be confidential or marked or may be interpreted as

“Data Protection Legislation”

“Downtime”

“Fees”

“Hosting Package”

“Hosting Services”

“Intellectual Property Rights”

“Performance Monitor”

“Scheduled Service Downtime”

“Service Levels”

“Support Ticket”

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able legislation in force from the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law of the General Data Protection Regulation (EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made under it) and the Privacy and Electronic Communications Regulations 2003 as amended;

unavailability of one or more parts of the Hosting Services as defined in Clause 7;

Fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 1;

Specification under which the Hosting Services shall be determined and set out in Schedule 1;

Website hosting services provided by the Service Provider as set out in Clause 6;

all patents, rights in inventions, designs, trade marks, trade and business names and all associated goodwill, rights in passing-off or for unfair competition, copyright, moral rights and related rights, databases, topography rights, rights in information (including trade secrets) and all other intellectual property rights (subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including renewals or extensions for their full term;

part name(s)>>] OR [the person appointed by the Service Provider to monitor the provision of the Hosting Services in accordance with the Service Levels under

time which is pre-planned by the Service Provider for maintenance, upgrades and other activities in accordance with Clause 8;

Service Levels to which the Service Provider shall adhere in providing the Hosting Services as set out in Clause 7;

message sent to the Service Provider through the Service Provider's online support system;

“Term”

of this Agreement as set out in

“Uptime”

mal, fully functional availability of
services and all components

- 1.2 Unless the context of the reference in this Agreement to:
- 1.2.1 “writing”, and communication, includes a reference to any electronic or facsimile transmission or similar means;
- 1.2.2 a statute or provision as is a reference to that statute or provision as in force at the relevant time;
- 1.2.3 “this Agreement” and each of the Schedules as this Agreement and each of the Schedules as amended at the relevant time;
- 1.2.4 a Schedule as the Agreement; and
- 1.2.5 a Clause or paragraph of this Agreement as a reference to a Clause of this Agreement or a paragraph of the relevant Schedule.
- 1.2.6 a “Party” or “parties” as the parties to this Agreement.
- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of the Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.

2. Term of Agreement

- 2.1 This Agreement will commence on the Commencement Date of <<insert date>> and shall be in force for an initial Term of <<insert period>> from the Commencement Date to the provisions of Clauses 7 and 12.
- 2.2 Following the end of the initial Term of this Agreement may be renewed for further periods of <<insert period>> (which shall thereafter be defined as part of the Agreement).

3. Service Provider’s Obligations

- 3.1 The Service Provider shall provide the Hosting Services to the Client in accordance with the terms of this Agreement and Schedule 1 and in accordance with the required Service Level Agreement in Clause 7.
- 3.2 The Service Provider shall provide the Client with such information and advice in connection with the provision of the Hosting Services as the Client may, from time to time, require both before and during the term of the Agreement.
- 3.3 The Service Provider shall endeavour to keep the Client informed of any special requirements) applicable to the Hosting Services. To the extent necessary and practicable, the Service Provider shall promptly take such steps to comply with such requirements. These steps shall not otherwise alter this Agreement.

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4. **Client's Obligations**

- 4.1 The Client shall provide the Service Provider with such information in connection with the provision thereof as the Service Provider may, from time to time, require both before and during the provision of the Hosting Services.
- 4.2 The Client shall comply with the terms and conditions which the Service Provider may require for the provision of the Hosting Services.

5. **Fees and Payment**

- 5.1 The Client shall pay the Service Provider on a <<insert interval e.g. monthly>> basis the fees for the Hosting Package as considered appropriate by the Service Provider in accordance with the pricing structure of the Hosting Services provided by the Service Provider under the conditions of this Agreement.
- 5.2 All payments required by the Client pursuant to this Agreement by the Client shall be made at <<insert interval e.g. monthly>> intervals by <<insert method e.g. Direct Debit>> to the <<insert bank account location>> as the Service Provider may from time to time require by set-off, withholding or deduction except such amount as may be required by law. The Client is required to deduct or withhold by law.
- 5.3 Where any payment is required to be made on a day which is not a Business Day, the payment shall be made on the next following Business Day.
- 5.4 If either Party fails to pay any amount which is payable to the other pursuant to this Agreement, without prejudice to and notwithstanding such failure, the amount shall bear interest from the due date until payment is made at a rate of <<insert percentage>> above the base rate from time to time in force over the <<insert bank name>>.

6. **Provision of the Hosting Services**

- 6.1 The Service Provider shall provide the Hosting Services to the Client in accordance with the terms and conditions of this Agreement, the Hosting Package and the Service Levels.
- 6.2 The Service Provider shall ensure that it complies with all applicable laws, statutes, regulations, codes of conduct and any other rules relevant to the provision of the Hosting Services.
- 6.3 [The Service Provider shall provide the Hosting Services only as specified in the Hosting Package and as set out in writing by the Parties.]

OR

[The Service Provider shall not significantly alter the provision of the Hosting Services or otherwise modify the Hosting Package provided to the Client without the prior written consent of the Client. The Client will be notified no later than <<insert period e.g. 30 days>> in advance of any planned changes and will receive full compensation for any action required on their part. No

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- alterations under the Agreement shall not affect the Fees payable by the Client.]
- 6.4 [The Service Provider shall take all reasonable steps and proper care to ensure that the manner in which it provides the Services does not have any adverse effect on the name, reputation or business of the Client.]
7. **Service Levels**
- 7.1 The Service Provider shall endeavour to ensure an Uptime rate of <<insert percentage>>.
- 7.2 The Service Provider shall take all reasonable organisational, technological and other measures as may be necessary to ensure the Uptime rate set out in sub-Clause 7.1.
- 7.3 For the purposes of this Clause, Uptime refers to one or more whole periods of <<insert number>> minutes [commencing upon the submission by the Client of a request informing the Service Provider of the non-availability of the Services].
- 7.4 The Service Provider shall pay to the Client a sum of <<insert percentage e.g. 5>>% of the Fees payable for each whole <<insert number>> minutes of Downtime. Such discounts shall be applied to the Fee payment for the month in which the Downtime occurs. Discounts shall be made up to a maximum of <<insert percentage e.g. 100>>% of the Fees payable for a given month>>.
- 7.5 In the event that the Service Provider is unavailable for a period exceeding <<e.g. 10 hours>> in any month>> for <<insert number>> consecutive <<insert number>> hours, the Client shall have the right to terminate this Agreement in accordance with sub-Clause 12.3.
- 7.6 Sub-Clauses 7.4 and 7.5 shall apply to any Downtime which results from any of the following:
- 7.6.1 Scheduled Service Downtime;
- 7.6.2 Failure of the Service Provider's systems, network or software;
- 7.6.3 Failure by the Service Provider, its subcontractors, agents or other third parties to comply with any reasonable instructions issued by the Service Provider;
- 7.6.4 Breach by the Service Provider of the terms or restrictions of the Hosting Package in respect of, exceeding data storage or transfer limits;
- 7.6.5 Problems with the Service Provider's telephone, internet service provider failure or other factors beyond the reasonable control of the Service Provider; OR
- 7.6.6 [<<insert additional factors>>]
8. **Scheduled Service Downtime**
- 8.1 The Service Provider shall, from time to time, require Scheduled Service Downtime in order to carry out maintenance and upgrades on its computer systems, network and other equipment.
- 8.2 The Service Provider shall endeavour to ensure that any

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any purpose, or disclose it to any
it is at the date of this Agreement,
nes, public knowledge through no
n doing so that Party does not
al Information which is not public

continue in force in accordance with
of this Agreement for any reason.

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ership of any Intellectual Property
to the Client which the Client may,
er to host or store in the course of

Client agrees to fully indemnify the
costs, expenses, liabilities, losses,
Service Provider may incur or be
of any Intellectual Property Rights
the Client's failure to obtain the
parties in relation to any material
third parties.

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by giving to the other not less than
to expire on or at any time after

reement by giving written notice to

the other Party under any of the
aid within <<insert period>> of the

material breach of any of the
the breach is capable of remedy,
period>> after being given written
the breach and requiring it to be

or where the other Party is a
of any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

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12.2.5 the other Party, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to comply with any order imposed on the other Party under this Agreement;

12.2.6 anything and all the foregoing under the law of any jurisdiction of the other Party;

12.2.7 the other Party to cease, to carry on business; or

12.2.8 control of the other Party on the date of this Agreement. "connected" has the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

12.3 The Client shall have the right to terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Service Levels for compliance with the Service Levels for the period set out in the Service Levels.

12.4 The right to terminate this Agreement given by this Clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) of the Service Levels.

13. Post-Termination Provisions

Upon the termination of this Agreement, the following provisions shall apply:

13.1 any sum owing by either Party under any of the provisions of this Agreement shall remain due and payable;

13.2 any rights or obligations of either Party shall remain in full force and effect where they are expressed to survive termination;

13.3 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which either Party may have in respect of the Agreement which existed at or before the date of termination;

13.4 subject as provided in Clause 10, neither Party shall be liable to the other;

13.5 the Service Provider shall deliver up to [and pertaining to] the Client any and all information belonging to the Client and all information belonging to the Client's computer systems; and

13.6 each Party shall (except in respect of any accrued rights or obligations) forthwith cease to use, either directly or indirectly, Confidential Information, and shall forthwith return to the other Party all documents in its possession or control which contain or record Confidential Information.

14. Liability and Indemnity

14.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence (or the negligence of that Party's employees, agents or subcontractors); for fraud or fraudulent

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misrepresentation; or (b) which cannot be limited or excluded by law.

14.2 Nothing in this Agreement shall limit the Service Provider's liability for breach of the implied terms of the Supply of Goods and Services Act 1982 (relating to title).

14.3 Subject to sub-Clause 14.4, neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profits, revenues, anticipated savings, business or otherwise, arising out of or in connection with this Agreement.

14.4 The total liability of the Service Provider to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to £<<insert sum>>.

14.5 Save for sub-Clause 14.4, the total liability of the Client to the Service Provider, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to £<<insert sum>>.

15. Force Majeure

Neither Party to this Agreement shall be liable to the other for any failure or delay in performing its obligations where such failure or delay is caused by an event that is beyond the reasonable control of that Party. Such events shall include, but are not limited to: power outages, internet service provider failure, internet service provider action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, war, governmental action or any other event that is beyond the control of the Parties.

16. [Data Protection]

The Service Provider will comply with all applicable data protection legislation and will process personal information as set out in the Service Provider's <<insert name>> Privacy Notice>> available from <<insert location(s)>>.]

17. [Data Processing]

17.1 In this Clause 17, "data subject", "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation.

17.2 [All personal data processed by the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to the Data Protection Legislation].

OR

17.2 [The Parties hereby agree that the Service Provider shall comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause shall not relieve the Service Provider of its obligations set out in the Data Protection Legislation, nor shall it move or replace any of those obligations.]

17.3 For the purposes of the Data Protection Legislation and for this Clause 17, the Client is the "Data Controller" and the Service Provider is the "Data Processor".

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Processor”.

- 17.4 The type(s) of personal data, the nature and purpose of the processing, and the legal basis for the processing are set out in Schedule 2.
- 17.5 The Data Controller shall ensure that all necessary consents are in place all necessary consents are in place for the transfer of personal data to the Data Processor for the purposes of the Agreement.
- 17.6 The Data Processor shall ensure that all personal data processed by it in accordance with the instructions of the Data Controller are processed in accordance with the instructions under this Agreement:
- 17.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;
- 17.6.2 Ensure that appropriate technical and organisational measures (a) are implemented to protect the personal data from unlawful processing, accidental loss, damage or destruction, (b) are designed to protect the personal data from potential harm, (c) are designed to protect the personal data from current state of the art threats, and (d) those measures are set out in Schedule 2;
- 17.6.3 Ensure that the Data Processor and/or the Data Processor are contractually obliged to keep the personal data (whether or not it is processed) secure and confidential;
- 17.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 17.6.4.1 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of the personal data;
- 17.6.4.2 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of the personal data;
- 17.6.4.3 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of the personal data;
- 17.6.4.4 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of the personal data;
- 17.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to data subjects, including, but not limited to, assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 17.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;
- 17.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to

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of this Agreement unless it is
data by law; and

ards of all processing activities and
ures implemented necessary to
ause 17 and to allow for audits by
designated by the Data Controller.

any of its obligations with respect
Clause 17.]

at any of its obligations to a sub-processor of personal data under this Clause 10. The Data Controller (such consent not to be taken into account at the Data Processor appoints a

on the sub-contractor, which shall have the same obligations as are imposed on the contractor by clause 17 and which shall permit both the Data Controller to enforce those

lies fully with its obligations under
on Legislation.]

17.7.2 Ensure that that agreement

at <<insert period, e.g. 30 calendar
acing it with any applicable data
n part of an applicable certification
replaced by attachment to this

ty measures to protect its network
e 3. The Service Provider hereby
Schedule 3 is accurate and up to
mediately of any changes made

it immediately in the event that it
ecting its network and information
Client. The Service Provider shall
queries or requests from the Client
tive of whether that incident has
Provider, and at all times keeping
ons applicable to the Client under
Regulations 2018 (the “NIS
ulatory time limits with which the

18.2 The Service Provider becomes aware of systems that has the respond without und with respect to any been discovered by in mind the extent the Network and Regulations”) and a Client is required to

18.3 The Service Provider shall endeavour to ensure that the Service is available to the Client at all times.

best endeavours] OR [reasonable
for the Client at all times.

[illegible]

operate fully with the Client with consultations. Such co-operation and, to, requests for information in the (ual) and inspections by regulatory

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- 22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the

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notice.

22.2 Notices shall be deemed given:

22.2.1 when delivered by hand to the registered mail addressee;

22.2.2 when sent, by fax or e-mail and a successful transmission is confirmed;

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail;

22.2.4 on the tenth business day following mailing, if mailed by airmail, provided that the postage prepaid.

In each case addressee's current address, e-mail address, or facsimile number not later than the date of mailing.

given:

by hand or other messenger (including overnight courier) during business hours of the recipient; or

by fax or e-mail and a successful transmission is confirmed;

by national ordinary mailing, if mailed by national ordinary mail;

by airmail, if mailed by airmail, provided that the postage prepaid.

In each case addressee's current address, e-mail address, or

23. Law and Jurisdiction

23.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments thereto) shall be referred to and finally decided by arbitration in accordance with the Arbitration Act 1996 of England and Wales.

any dispute, controversy or claim arising out of or relating to this Agreement, and obligations arising hereunder, shall be governed by, and construed in accordance with, the law of England and Wales.

Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments thereto) shall be referred to and finally decided by arbitration in accordance with the Arbitration Act 1996 of England and Wales.

IN WITNESS WHEREOF this Agreement has been signed and executed in two counterparts, one of which is being delivered to the Client, and the other to the Provider, and all of which when taken together shall constitute one and the same agreement.

executed the day and year first written above.

SIGNED by

<<Name and Title of person signing for and on behalf of <<Service Provider>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for and on behalf of <<Client's Name>>

In the presence of

<<Name & Address of Witness>>

Hosting Package

<<insert complete details of the Hosting Package including, e.g. data storage and transfer limits, account settings etc>>

Fees

<<insert complete details of Fees including Billing Interval and payment methods>>

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1. Data Processing

Scope

<<Insert description of the scope of processing to be carried out>>.

Nature

<<Insert description of the nature of processing to be carried out>>.

Purpose

<<Insert description of the purpose of processing to be carried out>>.

Duration

<<Insert details of the duration of processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in Clause 17.6.2>>.

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Service Provider's Network and Information Systems

1. System and Facility Security

<<Insert details of the Service Provider's system as it relates to the Client. Include details of any policies that are in place governing information security, risk analysis, HR, operational architecture, secure data and system lifecycle management, and the management thereof.>>

<<Insert details of the measures of its network and information system error, malicious damage, or natural.>>

<<Insert details of the measures accessibility and traceability of key.>>

<<Insert details of any measures and security requirements) to information systems, such as administrative measures.>>

2. Incident Handling Measures

<<Insert details of the Service Provider and adequate detection and awareness processes and procedures are maintained.>>

<<Insert details of the Service Provider for finding vulnerabilities and weaknesses.>>

<<Insert details of the Service Provider analysing those incidents, and do turn be used to support the continuous procedures.>>

3. Business Continuity

<<Insert details of the measures continuity for the websites it hosts tested and assessed.>>

<<Insert details of the Service Provider how such measures are routinely tested.>>

4. Monitoring, Auditing, and Testing

<<Insert details of the Service Provider assessment of its network and information intended. Also provide details of how.>>

<<Insert details of the Service Provider and/or guidelines, the means by place for ensuring that all applicable.>>

system as it relates to the Client. as in place governing information architecture, secure data and the management thereof.>>

Service Provider to protect the security of its network and information system error, malicious damage, or natural.>>

Service Provider to ensure the accessibility and traceability of key information systems, such as administrative measures.>>

Service Provider (based on business requirements) to ensure secure electronic access to network and information systems, such as administrative measures.>>

procedures for ensuring the timely detection and awareness of incidents. Include details of how such processes and procedures are maintained.>>

processes for reporting incidents and weaknesses in the network and information systems.>>

determining the severity of incidents, the lessons learned from them which may be used to improve the Service Provider's processes and procedures.>>

Service Provider to ensure business continuity for the websites it hosts how such measures are routinely tested and assessed.>>

measures. Also provide details of how such measures are routinely tested.>>

the monitoring, measurement, and whether the same are functioning as intended. Also provide details of how the network and information systems are monitored and maintained.>>

compliance with applicable standards and/or guidelines, the means by which the measures are verified, and the measures in place for ensuring that all applicable and relevant targets are met.>>

<<Insert details of the relevant p
identify flaws in the security mea
protect data and maintain function

5. International Standards

<<Insert details of any applicable i
of compliance with those standard

used by the Service Provider to
work and information systems that

nd, where relevant, provide details

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