

BACKGROUND:

These Terms and Conditions are provided by <<insert name>> registered in <<insert country of registration>> under number <<insert registration number>> whose registered office is at <<insert address>> (hereinafter referred to as "We") to clients wishing to use those website hosting services to which our agreement to comply with and be bound by these Terms and Conditions shall occur on Your indicating Your acceptance and completing the registration process.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Account"

the e-mails that are required and held by We for the provision of the Service to You and are not limited to, identification and authentication, username and password, and other data required for the Service provided to You;

"Business Day"

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

"Client Website"

the website that We shall host for You and the content of that website including, but not limited to, component files and related services;

"Confidential Information"

information disclosed to either Party, information received by that Party by the other Party in connection with the Agreement, whether in writing or any other medium, unless the information is expressly marked as confidential or marked as such);

"Contract"

the legally binding agreement formed between You and Us upon Your acceptance of these Terms and Conditions and Your completion of the registration process;

"Fee"

the fee (s) payable by You to Us in order to obtain the Service;

"Hosting Hardware"

all computer and networking equipment owned by Us in the provision of the Service, but not limited to, servers and network infrastructure;

“Hosting Package”

“Hosting Software”

“Intellectual Property Rights”

“Order”

“Service”

1.2 Unless the context of these Terms and Conditions to:

1.2.1 “writing”, and electronic communication or similar means;

1.2.2 a statute or provision as in force at the relevant time;

1.2.3 “these Terms and Conditions” as in force at the relevant time;

1.2.4 a Clause or provision of these Terms and Conditions;

1.2.5 a “Party” or “parties”;

1.2.6 “We/Us/Our”;

1.2.7 “You/Your” is the Client.

1.3 The headings used in these Terms and Conditions shall have no effect on the interpretation of these Terms and Conditions.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

1.6 References to persons include corporations.

the hosting packages described on <<insert URL>> and generally the Hosting Package selected by You during the Order, which shall refer to specific details, but not limited to, tools, features, limits and duration of service;

all software used by Us in the Service including, but not limited to, the Hosting Software used by You;

patent (and related rights), designs, trademarks and any and all other intellectual property rights. This includes all such rights whether they are registered or not and the rights to apply for renewals of those rights (where relevant);

Order for the Service as completed by You on the Website at <<insert URL>> specifying the details, Your chosen Hosting Package, <<insert further details if any>> and

Specifically, all components of Our website and services as provided to You in accordance with the chosen Hosting Package, as fully described at <<insert URL>>] **AND/OR** [in addition>>].

Each reference in these Terms and Conditions to:

communication, includes a reference to any communication sent by e-mail, [text message,] fax or other electronic means;

the law is a reference to that statute or provision as in force at the relevant time;

a reference to these Terms and Conditions as in force at the relevant time;

a reference to a Clause of these Terms and Conditions;

singularly or jointly to Us and You;

<<insert name of Host>>, the Host;

the Client.

These Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

include the plural and vice versa.

other gender.

persons.

2. The Service

- 2.1 Provision of the Service shall commence on the date specified in Your Order.
- 2.2 If the commencement of the Service is delayed by more than <<insert period>> from the date specified in Your Order, We shall contact You and shall give You the option of terminating the Service, receiving a refund of any and all amounts paid by You, or, if, in the absence of further delay, the process set out in this sub-Clause is completed, the Service shall commence on the date specified in Your Order.
- 2.3 We are under no obligation to provide services that do not form a part of Your chosen Hosting Package. If You wish to upgrade Your Hosting Package, or to purchase additional services, You shall enter into a separate written agreement for the provision of such services.
- 2.4 We may, at Our sole discretion, suspend or otherwise modify the Service provided that any such suspension or modification shall not materially disadvantage You. We shall include, but not be limited to, the removal of features or functionality from the Service. You will be notified no later than <<insert period>> before any such suspension or modification. You shall receive full details of any planned changes and shall be responsible for ensuring that the Service will affect You as intended.
- 2.5 Notwithstanding the foregoing, We may take any action necessary to diagnose or rectify a problem with the Hosting Hardware or Hosting Software without advance notice to You. If such diagnosis or rectification results in an interruption of the Service, You will be notified in accordance with the provisions of sub-Clause 3.3.

3. Availability of Service

- 3.1 We will use reasonable endeavours to ensure that the Service is provided to You on a constant, uninterrupted basis throughout the duration of Your chosen Hosting Package.
- 3.2 Notwithstanding sub-Clause 3.1, We shall not be liable for Hosting Hardware failure or for any downtime or interruption of the Service, where such downtime or interruptions last for no more than <<insert period>>.
- 3.3 Where the Service is interrupted for more than <<insert period>> We will contact You and shall endeavour to restore the Service as soon as possible. The interruption including, but not limited to the cause of the interruption, shall be due to an undiagnosed problem, where such problem is being investigated.
- 3.4 Where Service interruption is caused by Hosting Hardware failure cannot be remedied within <<insert period>> We shall transfer Your Client Website to an alternative Hosting Package, or, where this is not possible, We shall suspend the provision of the Service. You shall be responsible for ensuring that, in accordance with sub-Clause 10.1.1, from the end of the initial <<insert period>> of the Service interruption, keep a record of the duration of the interruption. Upon restoration of the Service, You shall be responsible for ensuring that the <<up/down>> and We will reimburse You for any loss suffered by You. Such reimbursement shall be calculated on a pro-rata basis and shall be paid to You within <<insert period>>. We acknowledge that this is not an appropriate remedy in view of Your reliance on the Service and the interruption due to failure of the Hosting Hardware.

- 3.5 Where the provision of the Service is interrupted through the fault of any third party, We shall bear no liability.

4. Fees and Payment

- 4.1 Fees for Hosting Package and the Fees for <<insert URL>> and the Fees for <<insert URL>> shall be indicated in Your Order.
- 4.2 You shall be required to pay the Fees in advance of the Service for the chosen Hosting Package.
- 4.3 For the first period (specified in Your chosen Hosting Package), payment shall be made on the date that You complete the Service provision. For subsequent renewals, We will send You a renewal notice and invoice at least <<insert period>> Business Days prior to the end of the period. Payment must be made within <<insert period>> days of receipt of the renewal notice and invoice in order for the Service to continue without interruption.
- 4.4 We are free, at any time, to change the prices of Our services (including, but not limited to, the Hosting Package) (by You). You will not be subject to any additional charges for the Service Provision for which You have already paid nor to any refunds resulting from a price decrease. Fees due shall be reflected in subsequent renewal invoices. We reserve the right to continue charging old prices for renewals.
- 4.5 All Fees payable by You shall be paid in full, without set off or deduction. We reserve the right to suspend the Service or terminate the Contract if Fees are not paid by the due date.
- 4.6 [You may change your Hosting Package at any time. If the You choose to do so, We shall refund the Fees paid by You relative to the number of months of Service provision that remain. Refunds shall be issued on a pro-rata basis. You will be invoiced for a new complete period of <<insert period>>. You will be invoiced for a new complete period of <<insert period>> specified in Your newly chosen Hosting Package in accordance with the Terms and Conditions for that Hosting Package.]
- 4.7 All payments for Fees must be made in accordance with the Terms and Conditions must be made using a valid debit or credit card or through a secure online payment system. [Alternatively, <<insert name>>. Payments made via <<insert name>> shall be subject to <<insert name>>'s own terms and conditions of service and shall not be subject to our representations or warranties with respect to their service.]
- 4.8 All Fees shown are <<insert VAT status>> [inclusive] of VAT, unless otherwise indicated. [<<insert VAT number>>].

5. Money Back Guarantee

- 5.1 From the date of Your Order (e.g. 30 day>> money back guarantee, during which You may cancel Your Order and receive a full refund of the Fees paid in any way unhappy with the Service.
- 5.2 If You choose to take advantage of the money back guarantee, You should

- email Us at <<in Request”, providing
- 5.3 Please note that ca the Service and th Hardware. Any dat
6. **Changes to these Terms**
- 6.1 We reserve the right other terms and co comply with change
- 6.2 You will be informe deemed to be boun
- 6.3 [If You do not agre You may cancel the
7. **Your Obligations and Und**
- 7.1 You may not use Hardware and/or inappropriate purpo
- 7.1.1 Distribution of code des or to obtain c
- 7.1.2 Distribution videos, musi
- 7.1.3 Distribution pornographi defamatory c
- 7.2 You may not use Y hosting any materia
- 7.3 [You undertake to Your Client Website by users and the u party activity that r stopped or removed
- 7.4 You undertake to through Your Client with the relevant pro
- 7.5 You undertake to Your Client Website time including, but the EU E-Commerc
- 7.6 You shall be respon
- 7.7 You must use reas any information rea
- using the subject line: “Refund unt and Order.
- e 5 will result in the termination of Client Website from the Hosting p Yourself will be lost.
- s and Conditions and any and all which may affect You in order to
- under this Clause 6 and shall be d>> after receipt of the notice.
- anges made under this Clause 6, with sub-Clause 16.5.]
- but not limited to, the Hosting for any unlawful or otherwise s not limited to:
- ware, spyware or any other form nuisance to hardware or software
- ding, but not limited to, software,
- material including that which is malicious, harassing, fraudulent, criminal activities.
- to any other websites or systems -Clause 7.1.
- any and all third party activity on ted to, the submission of material stems such as forums). Any third sions of sub-Clause 7.1 must be
- all personal information collected rocessed and held in accordance ection Act 1998.
- e-commerce conducted through vant laws in force at the relevant nce Selling Regulations 2000 and
- ng to Your Client Website.
- nsure that We are furnished with de the Service in a timely manner.

8. Intellectual Property Rights

- 8.1 You shall not acquire any Intellectual Property Rights subsisting in any materials (where, for example, materials owned by Us used in the Service are used under a non-exclusive licence required in order for Us to provide the Service to You).
- 8.2 We shall not acquire any Intellectual Property Rights subsisting in any materials owned by You or by any third parties (where, for example, materials under licence) including, but not limited to, Your use of such rights are used under a non-exclusive licence in order for Us to provide the Service to You.
- 8.3 You hereby agree to indemnify Us against all costs, expenses, liabilities, losses, damages, claims and We may incur or be subject to as a result of the infringement of Intellectual Property Rights arising out of Your failure to obtain the necessary licences and permissions from third parties with respect to any materials you as hosted by Us under the Contract.

9. Your Use of the Hosting Service

- 9.1 Your use of any application or software that We may from time to time provide including, but not limited to, insert name and/or description of hosting control panel, content management system etc.>>, is under a non-exclusive licence and shall be in accordance with these Terms and Conditions and only for the purpose of the Service. You shall not gain any form of ownership rights in the software or the Intellectual Property Rights therein.
- 9.2 Where We provide software (which, for the purposes of these Terms and Conditions, shall be defined as "Hosting Software") You agree to be bound by the terms and conditions relating to such software upon Your first use.
- 9.3 You may not under any circumstances:
- 9.3.1 attempt to copy, reproduce, modify, create derivative works, or otherwise use the Hosting Software;
 - 9.3.2 attempt to reverse engineer, decompile, disassemble or in any other manner derive the source code of the Hosting Software;
 - 9.3.3 write or otherwise create software that is based in whole or in part on the Hosting Software;
 - 9.3.4 sell, lease, transfer, or otherwise dispose of the Hosting Software as a separate entity.

10. Limitation of Our Liability

- 10.1 Subject to the provisions of Clause 10, and to the fullest extent permitted by law, We shall not be liable to You or any third party, whether in contract, tort (including negligence) for any loss or damage, direct or consequential, arising from the use of the Service (including any damages) arising from:

S

A

M

P

L

E

- 10.1.1 interruptions of the Service;
- 10.1.2 any damage to Your Client Website data (including, but not limited to, loss of data);
- 10.1.3 any incompatibility between the Hosting Software, Hosting Hardware or Your Client Website and our own equipment (or that of any third party);
- 10.1.4 any inability, interruption, delay, to, failure to provide the Service (including, but not limited to, the operations provided by Us);
- 10.1.5 the loss of data stored on the internet (this limitation does not affect the mutual confidentiality obligations of the Parties under the Agreement);
- 10.2 Nothing in these Terms shall exclude Our liability for death or personal injury resulting from the negligence or that of Our employees or agents;
- 10.3 Nothing in these Terms shall exclude Our liability for fraud or fraudulent misrepresentation;
- 10.4 Nothing in these Terms shall include or restricts Our liability for reasonable skill and care, from Our negligence, or from Our product.

11. Warranty Disclaimer

Subject to the provisions of the applicable law, We give no further warranty, express or implied, in connection with the Service, as to fitness for purpose, quality, or non-infringement or merchantability.

12. Your Indemnity

You shall fully indemnify Us for all claims, damages, losses, liabilities, expenses, and judgments that We may incur as a result of any of the following:

- 12.1 Your misuse of the Service;
- 12.2 Your breach of these Terms;
- 12.3 Your negligence or intentional misconduct;
- 12.4 The activities of third parties acting through Your Client Website.

13. Data Protection

- 13.1 All personal information (including, but not limited to, Your name and address) collected by Us shall be stored and held in accordance with the applicable data protection laws and Your rights under that Act.
- 13.2 We may use Your personal information for the following purposes:
 - 13.2.1 Provide the Service;
 - 13.2.2 Process payments;
 - 13.2.3 Inform You of new features available from Us. You may opt out of receiving such information at any time;

S

A

- M

P

- L

- # E

- is authorised in writing by the other
the continuance of the Contract and
ation:

- Information;

- tion to any other party;

- for any purpose other than as
the Terms and Conditions;

- any way or part with possession of

- officers, employees, agents, sub-
which, if done by that Party, would
Clauses 14.1.1 to 14.1.4 above.

- to:

- er of that Party;

- Authority or regulatory body; or

of that Party or of any of the
parties or bodies;

- for the purposes contemplated by the law, but not limited to, the provision of the law. In each case that Party or body in question that the Confidential and (except where the order sub-Clause 14.2.1.2 or any other) obtaining and submitting to the party undertaking from the party in the as nearly as practicable in the the Confidential Information purposes for which the disclosure

- any purpose, or disclose it to any
it is at the date of Your acceptance
any time after that date becomes,
that Party. In making such use or
disclose any part of the Confidential
edge.

S

A

M

P

L

E

15. **Force Majeure**

15.1 Neither Party to the Contract shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party in question. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or any other event which is beyond the control of the Party in question.

15.2 [In the event that either Party is unable to perform its obligations thereunder as a result of force majeure, the other Party may at its discretion suspend the Contract by written notice at the end of that period. In the event of such suspension, the Parties shall agree upon a fair and reasonable price provision up to the date of termination or, where such a provision has been made in advance, a fair and reasonable reimbursement of the price provision not received.]

16. **Term and Termination**

16.1 The initial period of the Contract shall commence on the date that Your Order is submitted to the Provider and shall last for the duration of the chosen Hosting Package, subject to any provisions in the Contract. Notwithstanding to the contrary (including, but not limited to, this Clause 16.1), the Contract shall

16.2 Subsequent periods of the Contract shall last for the duration specified in the Contract and shall follow on from a previous period, without interruption of the payment obligations set out in Clause 4. The Contract shall remain in force unless expressly stated otherwise.

16.3 Either Party may terminate the Contract by giving written notice to the other Party if:

16.3.1 any sum owed by the other Party under these Terms and Conditions is not paid by the due date for payment;

16.3.2 the other Party is in breach of any of these Terms and Conditions and fails to remedy it within <<insert period>> Business Days after being given written notice and requiring it to be remedied;

16.3.3 an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a member of that company, or where the other Party is a

16.3.4 the other Party is involved in an arrangement with its creditors or, to an administration order (within the meaning of the Insolvency Act 1986);

16.3.5 the other Party is a bankrupt or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party

- bound by or these Terms
- 16.3.6 anything and jurisdiction of
- 16.3.7 that other Party
- 16.3.8 control of the persons not Contract. For persons" shall and 1122 re
- 16.4 For the purposes of remedy if the Party respects.
- 16.5 [You shall have the termination of the Service provision is complete. Such notice should email address, host termination:
- 16.5.1 The issuing
- 16.5.2 If You wish provision, the We receive remainder of shall be issued
- 16.5.3 If You send change You period>> of Any notification set up and provision, a reinstatement £<<insert sum refunded to
- 16.6 The rights to termination remedy of either Party breach.
- 17. Effects of Termination**
- Upon the termination of the
- 17.1 We shall ensure the all related material for
- 17.2 any sum owing by either shall become immediately
- 17.3 all Clauses which, except the expiry or termination
- 17.4 termination shall not
- imposed on that other Party under
- foregoing under the law of any other Party;
- to cease, to carry on business; or
- red by any person or connected other Party on the date of the clause 16, "control" and "connected" described thereto by Sections 1124 tion Tax Act 2010.
- each shall be considered capable with the provision in question in all
- request the early cancellation and act (i.e. before a period of Service <<insert period e.g. 1 month>>. details required, e.g. username, following shall apply to such early
- discretion.
- the course of a period of Service <insert period e.g. 1 month>> after s shall be proportionate to the provision active at the time. Refunds >>.
- under sub-Clause 16.5 in error or informed of this within <<insert n that Your Account be reinstated. shall require a new Account to be o pay for a full period of Service chosen Hosting Package. The ne payment of a reactivation fee of repayment of any Fees that were ing your early cancellation.]
- ll not prejudice any other right or ch concerned (if any) or any other
- on:
- removal of Your Client Website and re;
- under these Terms and Conditions
- ir nature, relate to the period after l remain In full force and effect;
- right to damages or other remedy

- which the termination or any other remedy which any Party may have in respect of the event giving rise to the Terms and Conditions which exist at or before the date of the event giving rise to the
- 17.5 subject as provided except in respect of any accrued rights neither Party or obligation to the other; and
- 17.6 each Party shall (eferred to in Clause 14) immediately cease to use, either any Confidential Information, and shall immediately re ny documents in its possession or control which conta tial Information.
18. **No Waiver**
- No failure or delay by either Party of its rights under these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of that right, and no waiver by either Party of a breach of any provision of these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of any other provision.
19. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of the Agreement at any time. in any manner from payments due under the Agreement or any other
20. **Assignment and Sub-Contracting**
- 20.1 [Subject to sub-Clause 20.2] Neither Party may assign (otherwise than by floating charge) or sub-licence any of its rights thereunder, or sub-contract or otherwise delegate its obligations thereunder without the written consent of the other Party, which consent not to be unreasonably withheld.
- 20.2 [We shall be entitled to assign or sub-contract any of the obligations undertaken by Us through any other member or through suitably qualified and experienced person or through any other member or sub-contractor shall, for the purposes of these Terms and Conditions, be deemed to be Our act or omission.]
21. **Relationship of the Parties**
- Nothing in these Terms and Conditions shall constitute or be deemed to constitute a partnership, joint venture, or any other relationship between the Parties other than the contractual relationship provided for in these Terms and Conditions.
22. **Third Party Rights**
- 22.1 No part of these Terms and Conditions shall be intended to confer rights on any third parties and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

- not apply.
- 22.2 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.
23. **Communications**
- 23.1 All notices or communications shall be given to Us either by post to Our premises at <<insert address>> or by email to <<insert email address>>. Such notice will be deemed to have been given 3 Business Days after posting if sent by first class post, the day after posting if sent by email and if the email is received in full on a Business Day and on the next Business Day if the email is sent on a weekend or public holiday.
- 23.2 We may from time to time send you information about Our products and/or services. If You do not wish to receive such information, please <<insert email address>> or link in any email which You receive from Us.">>.
24. **Severance**
- In the event that one or more provisions of these Terms and Conditions is found to be unlawful, invalid or unenforceable, that / those provision(s) shall nevertheless be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall remain valid and enforceable.
25. **Law and Jurisdiction**
- 25.1 The Agreement and any dispute, controversy or claim arising out of or in connection with the Agreement or the Conditions (including any non-contractual matters or associated therewith) shall be governed by and construed in accordance with, the laws of England and Wales.
- 25.2 Any dispute, controversy or claim between the Parties relating to the Agreement or the Conditions (including any non-contractual matters or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.