

Hosting Terms and Conditions



General Conduct

Failure to follow the terms laid out herein will result in the immediate deactivation of the account equalling removal of the web presence on the Internet and cancellation of all e-mail accounts.

Provision of connectivity to the client shall be made as soon as reasonably possible. Any date indicated by the company, as a date for connection is an estimate only and may be liable to change without prior notification to the client. Accordingly the company will not be responsible for any delay in connection beyond such a date.

The company shall have the right from time to time to change the clients User name, Internal Address and or Password allocated by the company for the purpose of essential network maintenance enhancement modernisation or other work deemed necessary to the operation of the Internet.

Any change of the client's address and other such information as may effect the payment of fees due, must be transmitted to the company immediately.

Infringements resulting in the deactivation of an account will result in the forfeiting of all fees paid. Complaints made regarding the abuse of an account will result in suspension until the complaint is verified. There is no refund for accounts being suspended in these circumstances.

To report any suspected violation of these terms contact must be made via abuse@siteauthor.co.uk, this is also the address to use if a query regarding the legality of site content,

E-mail

Spamming/unsolicited bulk e-mail is not tolerated under any circumstances. This will result in:

- a warning via e-mail, if the situation continues:
- a penalty charge of £50.00 and any costs regarding the handling of complaints forwarded to the account holder, as well as
- removing the DNS (Domain Name System) or a temporary block on outgoing mail/shutdown of the server, and as a final resort
- permanent service disconnection.

It is not permitted to mask/forged message headers to hide the sender of the message, in this case immediate suspension will occur.

Server Usage

No form of advertising is placed on client web sites

No reselling/giving away of web space is allowed (excluding reseller account holdings).

Any data/material used within the web presence for transmission/distribution/storage, which is deemed illegal under UK, European or International law is prohibited.

This includes:

- any content which is pornographic, deals with nudity, or sex related merchandise and/or includes links to 'adult' content elsewhere.
- the use of/links to pirated software.
- hacking programs, links to/information from.

- 'warez' sites, IP spoofing and any form of encryption of the aforementioned and/or links to/information from.
- links to/information from illegal MP3 sites.
- any content likely to result in a criminal offence or give rise to civil liability.

This also applies with regard to any published legislation and regulations governing the Internet.

Any password given during the terms of the contract shall not be divulged to a third party and all reasonable attempts must be made to keep this confidential and inaccessible to third parties.

To include the above restrictions in all the client's on selling conditions using the company's service and not to resell a bandwidth greater than that purchased and contracted from the company unless linked to the Internet through another provider in addition the bandwidth provided by the company (dual homed) when the restriction will apply at the aggregated data rate. Should such happen then a levy will be charged at £25.00 (twenty five pounds) per Gb or part thereof per month. If said levy is not paid within the specified time period of two weeks of invoicing then said contract will be cancelled and no refunds paid.

If any Network Operator shall discontinue the provision of telecommunications services to the company or shall alter by modification, expansion, improvement, maintenance or repair of the telecommunications services or any part thereof provided to the company or shall disconnect the client's apparatus from the PSTN, PDN or Internet the company shall be entitled to discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Services as necessary.

Backups

Any backups performed by the company are for the sole purpose of the company and therefore it is the clients' responsibility to ensure that any backups required are completed by themselves.

Domain Names

Domain name hosting and transfer request for DNS records must be in writing with the authorised signature of the domain owner. There is no charge for the transfer, but a small charge may be made for administration. Domain name transfers will not be made until the client has paid all outstanding amounts, until this time domain names remain the property of the company.

Upon the order of a domain name the client agrees to the terms and conditions relative to the naming registry. The company does not accept any liability for the inability to register a domain name requested by the client.

No transfer of a domain name can take place while the client is in arrears with payments.

Payments

All fees are in UK Sterling and cheques will only be accepted in this currency.

Fees for the Service shall be paid by the client to the company on or before the annually start date, unless any other payment method has been agreed in writing between the company and the client or as detailed in the contract order form.

The company reserves the right to vary from time to time all fees with one months notice to the client except the Internet access supply rental which will only be varied at the end of the minimum period as defined in the contract order form.

Itemised details of excess usage and any other relevant fees may be made available to the client if ordered in advance and the company reserves the right to make an additional charge for this service.

All payments shall be due to the company net on presentation of invoice unless otherwise specified on the invoice at the company's main office or at such other address as may from time to time be specified by the company in writing. Invoices for subsequent fees will be presented to the client at least 30 days before their due date. All usage charges shall be

payable in full in respect of the month in which the notice to terminate the contract expires. Interest is payable on demand whether before or after judgement shall accrue from day to day on overdue amounts at the rate of 2% above base rate + VAT if applicable. Account reinstatement for any reason is subject to a reactivation fee of £15.00 (fifteen pounds) payable immediately.

Cancellation/Termination

E-mail notification will not be accepted as notice of termination of contract; this must be done in writing to the company's address as listed.

The client may terminate this contract by giving 3 month's written notice, which may expire at any time after 12 months from the initial date of commencement of service.

The company may terminate this contract at any time and without notice:

- if the client commits any breach of this contract including but without limitation non-payment of the fees.
- by at least 1 months written notice to the client.

No refund of fees will be made to the client upon termination of the contract by either the company or the client.

Termination of the contract shall not affect any pre-existing liability of the client or affect any right of the company to recover damages or pursue any other remedy in respect of any breach by the client of the contract.

On termination of this contract the right to the use of the Internet IP Address allocated by the company shall revert to the company under RIPE terms or contract except where specific contract has been reached in writing between the RIPE and the client for the transfer of the Internet Address and the fee or other payment required by the company in connection with such transfer has been paid for by the client.

In the event of termination of the contract by the company by means of any breach of the terms and conditions thereof by the client, the company shall be entitled to the balance of all fees which would but for such termination have accrued due up to the earliest date on which the contract could have been terminated by the client in accordance with the terms hereof.

Service Level Guarantee

The Company warrants that its supply of access to the Internet shall be available at a level 99.7% per year. This warranty excludes: a) Failures of local circuits between The Company's network and the clients network. b) Failures of network / equipment not operated the Company. c) Failures of network / equipment operated by the client. In the event of suspension of service due to a technical fault in the network or act of God, the Company will use all possible endeavours to resume service with minimum delay but will not be responsible for loss suffered by the client. The Company may suspend the service from time to time for necessary technical reasons and network upgrades outside the 99.7% warranty as above provided that 12 hours notice via e-mail has been given to the Subscriber, that the period of suspension is not more than one hour. The time a suspension may occur is usually chosen to be between 0000 hours and 0600 hours local time.

Indemnity and Warranty

The client shall pay to the company all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by the company in enforcing any of these conditions, or exercising any of its other rights and remedies under the contract, including (without prejudice to the generality) all costs incurred in tracing the client in the event that legal processes cannot be enforced at the address last notified to the company.

The allowance of time to pay or any other indulgence by the company in respect of fees due to it shall in no manner affect or prejudice his right to payment together with interest provided under these conditions.

All services are provided on the foregoing conditions which constitute the entirety of the

contract to the exclusion of any other terms and conditions and no contract terms and conditions contained in any document sent by the client to the company shall be of any effect with respect to the contract unless expressly accepted by a duly authorised officer of the company in writing. The client acknowledges that the client has not relied on and shall not be entitled to rescind the contract or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which is not set out in these conditions including any representation made by or on behalf of the company in relation to the service which has induced the client to enter into this contract with the company.

Disclaimer

The company shall not be liable for any loss or damage howsoever caused:

- Economic loss, including loss of profits, business revenue and goodwill.
- Any claim made against the client by another third party.
- Any loss or damage to the client caused by or arising from any act or omission of the client, the company, any PTO or Value Added Service supplier.
- Any act caused as a result of force majeure or beyond the company's control.

The company reserves the right to vary these terms and conditions as a result of changes required by its insurers, operation or administration problems, new legislation, statutory instruments, Government regulations or licences. These conditions may not otherwise be varied or waived except by express written agreement between both parties.

The company shall not be requested or required to release the User name Domain Name or Internet Address and may refuse to do so until this Agreement has been lawfully brought to an end and all sums due thereunder have been received by the Company, and the Customer has complied with all its obligations thereunder. Domain Names remain the property on the Company until all sums due have been received.

Neither party shall assign or transfer any of its rights or obligations under this Agreement save that the company may assign to an associated company on notice.

This contract is subject to the laws of Scotland under the jurisdiction of the Scottish Courts and any alteration to part of the contract shall not invalidate the remainder. This contract incorporates the provisions for arbitration if any are available under any Code of Practice issued by the Network operator under the provision of its licence.

Glossary

"Contract" means any agreement made subject to these conditions, which shall incorporate these conditions.

"Company" means Site Author, Waterslap Farm, Airth, Falkirk, FK2 8QW.

"Internet" means the global data network comprising interconnected networks using TCP/IP to which the company is connected and provides access to its clients.

"Internal Address" means such sequence of alpha numeric or numeric only characters as are used from time to time by the client to identify himself and or his computer or computers to other users of other computers to which the company is from time to time connecting or otherwise forwarding data to and from the client.

"Password" means the alphanumeric characters chosen and used exclusively by the client at his own risk for the purpose of securing and maintaining the exclusivity of his access to the company's service.

"PDN" means the Public Data Network operated by a PTO as defined by the Telecommunications Act 1984.

"PSTN" means the Public Switched Telephone Network operated by a PTO as defined by the Telecommunications Act 1984.

"PTO" means a Public Telecommunications Operator as defined by the Telecommunications Act 1984.

"Client" means any person or organisation with whom the company enters into a contract subject to these conditions.

"Service" means the services described in the current company literature together with such Value Added Services to be provided by the company to the client but in any event the

provision of data network services using TCP/IP. Representations made by the company's distributor will not form part of this agreement unless confirmed in writing prior to purchase of the service.

"Service Commencement Date" means the date identified as the delivery date on the company invoice to the client.

"Value Added Service" means the provision of a service other than simple connectivity that may be detailed in the current company literature or web site.

"User name" means such sequence of alpha numeric characters as are used from time to time by the client to identify himself to other users of other computers to which the company is from time to time connecting or otherwise forwarding data to and from the client.

"TCP/IP" is the abbreviation for Transmission Control protocol/Internet Protocol.

"Network Operator" means the legal entity or entities responsible for operation of a communications network.

"The Company's Network" means the network owned and operated by the company for the purpose of connecting the client to the Internet by means of fixed or dial-up connections.

"BT" British Telecommunications plc.

"RIPE" (Réseaux IP Européens) is an open collaborative community of organisations and individuals, operating wide area IP networks in Europe and beyond. The objective of the RIPE community is to ensure the administrative and technical co-ordination necessary to enable operation of a pan-European IP network.