



Select Internet

Standard Terms and Conditions relating to the supply of website design
and hosting products and services by Select Internet

Select Internet, PO Box 317 Kidlington, Oxford. OX5 3WZ

www.SelectInternet.co.uk



Select Internet

Agreement for the provision of website design and hosting Services

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1. This agreement

This agreement, covering the provision of Internet services is between:

The Vendor	Jonathan Galloway PO Box 317 Kidlington OX5 3WZ e-mail – customer.service@selectinternet.co.uk Trading as Select Internet Referred to in this agreement as - We, Us, Our, Vendor, Select Internet
The Customer	The person, company or organisation promoted or represented by the supplied website or in receipt of website services. Referred to in this agreement as – You, Your, Customer

2. Communications and notices

Any communications sent by You to Us relating to this agreement must be sent to the postal or e-mail addresses given above.

Any communications sent by Us to You will be sent to the postal or e-mail addresses provided by You. It is Your responsibility to ensure that if these addresses change We are notified of that change.

3. Our obligations to You

The services that We agree to supply to You will be detailed in the “Your Package” document that will be provided prior to the commencement of service. We will use reasonable commercial efforts to provide these services to You.

We will use reasonable commercial efforts to ensure that the agreed hosting services are available at all times (24 hours a day, 7 days a week). However, We will not be liable for any loss, direct or consequential, as a result of service interruptions, however caused.

This will be Our total obligation under this agreement.

4. Your obligations to Us

You agree to the conditions laid out in this agreement. This agreement can not be amended or altered in any way except with Our written consent.

Where We supply You with more than one product or service, these Terms and Conditions will apply to all such products and services supplied.

You will pay the applicable fees subject only to the limitations detailed in this agreement.

5. Agreement terms fees and cancellation

5.1. Minimum Term (the Initial Term)

The Minimum Term of the agreement (the Initial Term) is 1 calendar year starting from the day on which service commences (the Commencement Of Service).

Fees for the Initial Term are payable in advance for the full year.

5.2. Renewal

After each Term the agreement can be renewed, with Our and Your consent, for a further 1 year period (the Renewal Term).

Fees for the Renewal Term will Become Due 30 days before the expiry of the Initial Term or expiry of the previous Renewal Term.

5.3. Cancellation by You

You are under no obligation to renew the agreement at the end of the Initial Term or at the end of any Renewal Term.

If you notify Us that the services provided under this agreement are no longer required this will constitute cancellation at the end of the then current Term. Any fees already paid by You to Us will not be refunded.

5.4. Non payment or late payment of fees

If any undisputed fees due to be paid by You to Us under this agreement are, for any reason, not paid within 60 days of when those fees Become Due this will constitute cancellation by You.

We may, at Our sole discretion, extend this period. Doing so will be without prejudice to our right to consider the agreement cancelled by You at the end of the 60 day period.

5.5. Cancellation by Us

We can cancel the agreement at any time.

We are under no obligation to offer to renew the agreement at the end of any Term.

We will give a minimum of 90 days notice of cancellation, or of Our intention not to offer renewal of the agreement, except where such cancellation is for reasons detailed in sections 9 or 21 of this agreement, where We may, at Our discretion, cancel this agreement without notice..

We will refund any fees paid in advance on a pro rata basis based on the number of days remaining in the then current Term from point where service is discontinued.

Fees paid for domain name registration will not be refunded.

5.6. Review of Fees

All fees will be reviewed annually prior to the anniversary of the Commencement Of Services. Any increases in fees will be communicated by Us to You at least 60 days prior to the change taking effect.

Charges for the renewal of domain name registrations may be imposed or increased at any time if a price increase is imposed by the relevant registration body. Any such increase will not exceed the increase imposed on Us by the registration body.

5.7. Discontinuation of services

If cancelled by You or by Us, immediately following the cancellation notice period all obligations under the agreement will cease.

5.8. Conditions of renewal

The conditions set out in this agreement will remain in force for the duration of the provision of services by Us to You including any Renewal Term unless any changes are agreed by Us and You.

6. Limit of liability

In the event that We fail to deliver any service or services to You Our liability will be limited to the amount paid by You during the Term when that failure occurred.

Under no circumstances will Our liability exceed the total of all charges actually paid by You to Us within the 12 calendar months immediately preceding the event giving rise to any liability.

Under no circumstances will We be liable for any consequential loss, including but not restricted to, loss of profit or goodwill, however caused.

Under no circumstances will We be liable for any loss suffered by Your employees or customers, or those of any other third party however caused.

7. Privacy

Information relating to You and, where relevant, Your business will be held in paper and / or electronic form for the purposes of administering the service to You.

We will not divulge this information to any third party for any purpose except where We need to do so to provide services to You (for example, to domain registration agencies) or if We are required to do so by law.

8. Contradictory information

In the event of contradictory information or conditions existing between this agreement and any other document or source of information, this agreement will always take precedence, except where another document specifically reflects alternative terms and conditions agreed by Us and You and that this other document is annotated "Agreed modification to standard conditions".

9. Limitations of use

The website and other services provided may be used for lawful purposes only and You may not submit, publish or display any content that breaches any law, statute or regulation. In particular you may not;

obtain or attempting to obtain private or sensitive information, often referred to as “spoofing” or “phishing” ;

post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights by any means ;

threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

engage in illegal or unlawful activities through the website or any other service provided under this agreement;

make available or upload files to the website that You know to contain a virus, worm, trojan or corrupt data;

take any action which it could be reasonably foreseen could disrupt the service provided to other customers or users, or cause damage or disruption to any service or network;

operate or attempt to operate IRC bots or other permanent server processes.

We will not provide hosting or other facilities for any purpose where the use of, or failure of that service or services could result in death or injury, or where the failure of the service could result in significant financial or other loss to You or any other party.

If we become aware of any infringement or attempted infringement of the policies set out in this section 9 all services provided by Us to You, including but not restricted the service under which the infringement took place, may be terminated immediately and without notice.

Any termination for reasons detailed in this section 9 will constitute cancellation by You and no refunds will be made.

10. E-mail

We will not permit the use of any services provided by Us for the purposes of sending bulk unsolicited e-mail, often referred to as “spam”, or for sending any illegal material, indecent material, or any material that could reasonably be foreseen to be considered offensive to the recipient.

If We become aware of any such attempt all services provided by Us to You, including but not restricted to e-mail services, may be terminated immediately and without notice.

Any termination for reasons detailed in this section 10 will constitute cancellation by You and no refunds will be made.

Mail boxes not accessed for 100 days or more will be deleted from the system.

11. Domain name transfers

If this agreement is cancelled by Us or By you any domain name registered for You can normally be transferred to a new provider if required. (Subject to any conditions and charges imposed by the new provider) .

If you do not accept the service package offered to you or you do not pay the fee due for the Initial Term any domain registered for you can be transferred to a new provider but in this case a fee to cover registration costs will be payable prior to the transfer.

12. Domain name registration and renewal

Where a domain name is registered as part of the service provided by Us to You, we can not guarantee the availability of that domain name until the registration is conformed by the appropriate registration body.

We will make reasonable endeavours to ensure the renewal of domains where the service or services provided by Us to You have not either been cancelled or under notice of cancellation. In the event that for any reason the domain is not renewed on time, resulting in the non-availability of services to You or the loss of the domain name, the limit of our liability shall be the renewal fee for that domain name or, should that domain name no longer be available, an alternative domain of the same type (for example, a “.COM” domain name will be replaced by and alternative “.COM” name or “.UK” domain name replaced by an alternative “.UK” domain name)

13. Assignment

We may assign or otherwise transfer the rights and obligations of this agreement at any time by giving You a minimum of 90 days notice.

You may not assign the obligations of the agreement to any other party without Our written agreement.

Where services are provided for a business and that business changes ownership the services can continue to be used by the new owners under the same terms and conditions set out in this agreement. There may, however, be a charge for transferring the domain registration if this is needed.

14. Indemnification

The Customer agrees to indemnify and hold the Vendor and the Vendor's employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Vendor arising out of any breach by the Customer of the terms of this agreement or other liabilities arising out of or relating to the website or services supplied.

15. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16. Severance

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17. Disputes

In the event of a dispute We and You agree to take all reasonable steps to resolve the dispute before resorting to legal remedies.

In the event of the non payment of disputed fees We will not take any action that will jeopardise the availability of Your website for a period of 90 days from the fees becoming due providing that You have informed Us in writing or by e-mail that You are disputing the fees, giving reasons for your dispute. However, We will not commit to any further work or expense until such time the disputed fees are either paid or You and We agree the fees are not due, even if this results in Your website ceasing to be available, or You incurring additional expense.

18. Jurisdiction

This agreement will be governed by English law.

The following sections 19 to 28 inclusive only apply to packages where the provision of site design services is included

19. Storage and network capacity

We will provide sufficient disc space and network capacity for the website supplied by Us, subject to the terms set out in section 20 (Additional material supplied by You.)

20. Additional material supplied by You

If We agree to install additional material not originated by Us then an additional charge may apply.

If You have, or if We provide You with the ability to update Your website or upload any material to your website or to the website servers, than ;

only material of the type agreed may be uploaded (For example, if it is agreed that you may upload pictures and descriptions of your products, then only pictures and descriptions of your products may be uploaded)

The use of on-line storage (disc space) is restricted to files directly associated with the provision of the on-line website. This includes files that are intended to be downloaded by visitors to your website using links from a website page. The use of on-line storage (disc space) for any other purpose, including but not restricted to, using the server as a file/backup repository is not allowed.

Web sites that provide file distribution (including but not limited to music, video and software) may have a limit applied to the data transfer associated with such file distribution, but otherwise will be limited to a maximum data transfer of 20 GB per month for such file distribution.

21. Material provided by You

You warrant that all materials supplied to Us by You, including but not restricted to photographs, digital images, music or multi-media files, are Your property or that you have the necessary authority and rites to use the material for the purpose for which you are providing them or for any purpose that We may reasonably consider that you have supplied them. By supplying these materials You grant Us unrestricted rights to use, copy and publish such material in connection with the provision of services to You.

Where You supply photographs or digital images including people within the subject matter you warrant that those people have consented to the use of those images for the purposes for which you have supplied them. Where images include a minor or minors you warrant that the a parent or legal guardian has consented to the use of those images for the purposes for which you supplied them.

Where any material is provided by a third party on your behalf this will be treated as if it had been supplied by You and You will be responsible for ensuring that it meets the conditions detailed above.

22. Material provided by Us

The ownership, copyright and all title of any website or of any code, software, graphics, photographs or any other material supplied by Us under this agreement will remain Ours. The website and associated material is supplied for the duration of the agreement only. If the agreement is cancelled by You or by Us any use, benefit or access you have to the website and associated material will cease. (except for reasons given in section 18)

It is understood by You that any such material supplied by Us may not be exclusive or unique to the provision of services to You and that we may use similar or identical material, in whole or in part, for the provision of services to other customers. For example, a website designed by Us may contain photographs or graphics not directly associated with you or your organisation. We may also use the same photographs and graphics on other websites produced for other customers.

23. Support

We will provide support for issues relating to the services We provide to You including problems with the web site itself, hosting facilities and e-mail.

We will provide the necessary information you need to configure any e-mail software you are using (such as Microsoft Outlook or Windows Mail). However, any work required at Your site to carry out this configuration will not be provided.

We will not provide support and assistance for general matters relating to computers and networks at Your site, for any software or tools not supplied by Us or for any problems that may occur with your Internet Service Provider (ISP) in relation to your broadband or dial-up connection service.

Support will be provided by telephone, e-mail, in printed form or by on-line documents. If attendance at Your site is required, other than for reason of rectifying a failure by Us to provide services, an additional charge will be made.

24. Inability to meet Our obligations

If We are fundamentally unable to meet Our obligations under this agreement for reason that We cease to trade, we will make reasonable efforts to provide service to you by another means. If another means is not readily available then the ownership of the website and any associated material will pass to you. This is conditional that:

- There are no outstanding fees due to be paid by You for the services in question
- You have not notified Us of Your intention to cancel this agreement
- We have not notified You of Our intention to cancel this agreement
- We are unable to provide service to the extent that the website can no longer be made available to users.

25. Viruses

We will scan the website code for viruses using commercially available software.

We will not intentionally include viruses or other malicious code.

This forms the total of Our obligations with regard to viruses or malicious or harmful code. We will not in any circumstances be liable for any damage or loss however caused from viruses, or other damaging or malicious code.

26. Search engine submission

Where your package content includes submission to internet search engines, this submission will be on the basis of a free submission – that is, to a service provided free of charge by some search engines. We will not submit the website for inclusion on any search engine or directory that makes a charge for inclusion or to the paid services of any other search engine or directory, unless this service is agreed separately. Submission will not necessarily be to all search engines even where no charge is made.

This submission will be subject to the terms and conditions of each search engine.

We will not be responsible if Your site is not accepted by the search engine. If the site is accepted We can not guarantee a high or any placing in search results.

27. Browser and system compatibility

We will endeavour to ensure that the website functions correctly with popular web browsers. However, because of the wide variation of operating systems and configurations available We can not guarantee that the Code will function correctly under all circumstances.

28. Select Internet credit and link

You agree to the inclusion of a link to the SelectInternet.co.uk website being incorporated on the home page of your website in the form
“Site Supplied and Hosted by Select Internet”

The following sections 29 to 33 inclusive only apply to packages where We do not provide site design services

29. Suitability of material

We will not provide hosting facilities for any purpose deemed, at Our sole discretion, to be unsuitable or not commercially viable. Such purposes will include but will not be restricted to any material or content that;

is racially, sexually, religiously or otherwise discriminating ; or
is obscene, illegal or promoting illegal activities ; or
may cause Us commercial harm or embarrassment ; or
includes hardcore pornographic material.

You may not host graphics or scripts for other websites, or store pages, files or data as a repository for other websites.

You warrant that any material, text or images displayed or published by You on any website hosted by Us is not subject to any copyright or other restriction that would prevent you from using the material

You have full responsibility for the content of the your Website and for any processes employed as part of the service provided to You. For the avoidance of doubt, We are not obliged to monitor, and will have no liability for, the content of any Website or for any communications transmitted using the services provided.

We will immediately cancel the agreement if the hosted material is found to be so unsuitable. Any termination for reasons detailed in this section 29 will constitute cancellation by You and no refunds will be made.

These provisions are in addition to any other restrictions on use or material detailed in any other section of these terms and conditions.

30. Package resources

The resources allocated to each hosting package, including but not restricted to, disc storage space and network transfer limits, are detailed on the relevant section of the Select Internet website (<http://www.selectinternet.co.uk>) and will be confirmed to You when Your hosting package is set up. If any of these resource limits are exceeded You will be notified and given the option of either upgrading Your hosting package or reducing Your use of resources to bring Your overall usage within the limits set. This action must be taken by You within 30 days of you being notified that the limits have been exceeded. If You do not take any action Your hosting facilities may be suspended until You and We agree on the remedial action to be taken.

Web hosting accounts that host file distribution (including but not limited to music, video and software) are limited to a maximum data transfer of 20 GB per month for file distribution.

If Your use of any resource exceeds the limit allocated to Your package by greater than 50%, or if the data transfer limit for file distribution (as outlined in the preceding paragraph) is exceeded by more than 20%, Your hosting facilities may be suspended immediately until You and We agree on the remedial action to be taken. If Your hosting facilities are suspended for the reasons set out in this section no refund of fees will be made for the time Your hosting services are unavailable.

Where resource limits are expressed as monthly limits these will be measured over calendar months.

31. Support

We will provide support for issues directly relating to the services We provide to You including problems with hosting facilities and e-mail. We will provide the necessary information you need to configure any e-mail software you are using (such as Microsoft Outlook or Windows Mail) and the necessary information you need to configure any FTP system you are using to transfer Your web site to the hosting server. However, any work required at Your site to carry out this configuration will not be provided.

You are responsible for all aspects of the design of Your site, including, but not restricted to, the site's usability and the site's ranking in search engines.

We will not provide support and assistance for general matters relating to computers and networks at Your site, for any software or tools not supplied by Us or for any problems that may occur with your Internet Service Provider (ISP) in relation to your broadband or dial-up connection service.

Support will be provided by telephone, e-mail, in printed form or by on-line documents. If attendance at your site is required there will be an additional charge for this.

32. Backups

While We will make backup copies of all material you load to your allocated web space, these backups are intended for recovery in the event of a catastrophic loss only, such as a major hardware failure.

It is Your responsibility to ensure that all material is backed up at a location other than the data centre housing the servers used for hosting your material to enable You to recover in the event of a failure, file corruption, accidental deletion or other such event.

We will provide tools to enable You to take appropriate backup copies.

Under no circumstances will We be responsible for the loss of data however caused.

Backup copies may not be stored on the web servers.

33. Restrictions on the use of storage

The use of on-line storage (disc space) is restricted to files directly associated with the provision of an on-line website. This includes files that are intended to be downloaded by visitors to your website using links from a website page.

You may also use the available on-line storage (disc space) for programs and files used for reporting or analysis of your website's performance (for example, usage statistics packages)

The use of on-line storage (disc space) for any other purpose, including but not restricted to, using the server as a file/backup repository is not allowed.

You are expected to employ good house keeping practices when maintaining Your website.