



Select Internet

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

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 22 Chaundy Road Tackley Oxford OX5 3BJ 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

This agreement relates to all services supplied by Select Internet with the exception of internet based computer backup services, which are covered by a separate agreement.

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 inform Us if these addresses change.

3. Definitions

3.1. One Time Services.

One Time Services are those where products or services are for a pre-defined piece of work. The work may be delivered as a single item on a single occasion or over a period of time. In either case the project will have and end point with no element of service renewal.

3.2. On-Going Services.

On-Going Services are those that can be renewed at the end of a pre-defined period. On-Going Services may be for a fixed number of or be of a non fixed duration in which case the agreement will continue until cancelled either by You or Us or otherwise terminated.

All agreements for Website Hosting, Website maintenance, e-mail Hosting and domain registration are On-Going Services.

3.1. Hosting.

The provision of computer and network facilities to make on-line services available to the public or their intended audience.

3.4. Server.

A computer device connected to the Internet to accommodate a Website or e-mail facilities in order to make those services available to their intended recipients.

3.5. Shared Server.

A Server that is shared by a number of Websites / on-line services and customers. Resources such as processing power and data storage are shared between the individual applications.

3.6. Domain.

A name used to identify a particular Website or on-line service, for example microsoft.com or selectinternet.co.uk.

3.7. Project Specification.

The Project Specification defines what will be supplied by Us to You in exchange for an agreed fee. The Project Specification may take one of three forms, or be a combination of these In some cases:

- Unique Document. The Project Specification may be a unique document detailing the deliverables associated with the project.
- Generally Defined. The deliverables may be generally defined. For example, what will be provided under a Website hosting agreement is described for all common types of hosting package on Our Website – www.selectinternet.co.uk.
- Commonly Understood. The deliverable may be a commonly understood for the type of service. For example, what is provided as part of domain registration is generally accepted and understood so requires no further definition.

If there is any contradictory information between these three sources then a Unique Document will take precedence followed by Commonly Defined.

3.8. Terms & Conditions.

This document.

4. Our obligations to You

The products and services that We agree to supply to You will be as detailed in the Project Specification. We will use reasonable commercial efforts to provide these services to You.

This will be Our total obligation under this agreement.

5. Your obligations to Us

You agree to the conditions laid out in this Terms & Conditions agreement and in the Project Specification. These cannot 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 products and services supplied.

You will pay the applicable fees subject only to the limitations detailed in this Terms & Conditions.

6. Fees and warranties for One Time Services

6.1. Fees.

Fees will be payable within the period stipulated on the invoice relating to the product or service supplied. If no period is stipulated on the invoice then fees will be payable within 30 days. In all cases the period will relate to days from the invoice date.

6.2. Material defects.

If You consider that any product or service is fundamentally not to the agreed Project Specification then this must be reported to Select Internet within 14 days of the Delivery Date. In such a case We will at Our sole discretion either rectify the fault or refund any fees already paid by You to Us that directly relate to the project in question. If the fees paid are refunded then any facilities or systems supplied can no longer be used by You and all materials supplied by Us to You must be returned.

The Delivery Date will be the date on which a product or service is accepted by You. Acceptance may be explicit or implied. For example, the use of any product or service by You in a live (ie. non test) environment will be considered to be acceptance by You.

In the case of Website or other on-line based services or products, when those services or products become available for use by the general public or their intended audience will be the Delivery Date.

Failure of any system to perform any function not provided for in the Project Specification or not otherwise defined will under no circumstances be considered a material defect.

6.3. Warranty.

All Websites, computer programs, scripts and other code are warranted as free from material errors and performing substantially according to the Project Specification for a period of 90 days from Delivery.

6.4. Ownership.

All products, code, software and other materials will remain the property of Select Internet until all fees have been received by Us.

7. Fees for and cancellation of On-Going Services

7.1. Minimum Term (the Initial Term)

The Minimum Term of the agreement (the Initial Term) will be for the agreed duration starting from the day on which service commences (the Commencement Of Service).

Payment of fees for the Initial Term are to be paid in advance for the full duration of the Term. Payment will be required within the period stipulated on the invoice relating to the fees payable or if no period is stipulated on the invoice within 30 days. In all cases the period will relate to days from the invoice date.

7.2. Renewal

After each Term the agreement can be renewed, with Our and Your consent, for a further period equal to the duration of the Initial Term. (the Renewal Term). Where the Project Specification specifies a maximum number or renewals, then the agreement can not be further renewed and a new agreement will be required.

Fees for the Renewal Term will become due the day of the expiry of previous Term, or within 14 days of the date of the invoice relating to the renewal, whichever is the later. (The Due Renewal Date).

7.3. Non payment or late payment of fees

All fees must be paid by the Due Date or the Due Renewal Date.

If any fees, in part or in whole, are not paid by the Due Date this will be considered as Non-Payment and services provided under this agreement will be suspended.

We may, at Our sole discretion, continue services to You after the Due Date even if any fees remain unpaid. Doing so will be without prejudice to Our right to suspend these services at a later date if any fees continue to be unpaid. If services are so continued We will not under any circumstances commit to any further work or expense on any of the services covered by or relating to the unpaid fees until all outstanding fees are paid.

7.4. Reactivation fee.

If any services are suspended as a result on Non-Payment of fees and You subsequently request that those services be reinstated this will only be done on receipt by Us of;

- The whole of the outstanding fees
- A re-connection fee of £25 (twenty five pounds)
- Reimbursement of any other costs the We have reasonably incurred as a result of the Non-Payment or Late Payment.

7.5. Non revision of the Renewal Date

If any services are suspended as a result on Non-Payment of fees and these services are subsequently reinstated then the Term will begin from the initial Commencement of Service or from the expiry of the previous Term and not from the date of reinstatement.

7.6. 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.

Notification of your wish to cancel must be received at least 30 days before the expiry of the then current Term. If cancellation is not received by this deadline then We may charge You for any costs reasonably incurred as a result of the late cancellation.

7.7. Cancellation by Us

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

We will give You a minimum of 90 days notice of Our intention not to offer renewal of the agreement, except where such cancellation is for reasons specifically detailed elsewhere in this agreement where We may cancel this agreement immediately and without notice.

7.8. Review of Fees

All fees will be reviewed annually prior to the anniversary of the Commencement Of Services.

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.

7.9. Conditions of renewal

The conditions set out in this agreement may be changed by Us at the commencement of any Renewal Term. By continuing to receive the services provided by Us and by paying any renewal fee You are agreeing to the Terms and Conditions of service as current at the commencement of the Renewal Term.

8. Limit of liability

In the event that We fail to deliver to You any product or service as defined in the Project Specification and as provided for in these Terms and Conditions, then Our liability will be limited to the amount paid by You directly relating to the product or service, or component thereof not delivered. For On-Going Services where the failure to deliver relates to a Renewal Term for that specific product or service then fees paid relating to previous Terms successfully delivered will not be refundable.

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.

9. Privacy

We only collect and store information which is required to provide the agreed services to you. This includes;

- your name
- business or organisation name where applicable
- contact postal address
- email address
- telephone number
- any other information we may reasonably require to provide services to you

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 information to any third party without your express permission for any purpose except where We need to do so to provide services to You or if We are required to do so by law.

Where We register a domain on your behalf then your details will be supplied to the appropriate registration agent.

You may inspect the details held by Us relating to You at any time. You may also ask for these details to be deleted but this may mean that We are no longer able to provide services to You.

10. Contradictory information

In the event of contradictory information or conditions existing between these Terms and Conditions and any other document or source of information, then these Terms and Conditions will take precedence, except where specific provisions are made in the Project Specification.

11. Limitations of use

Any Website or other services provided to You by Us 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, pornographic, obscene, indecent or 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;

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 then 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.

In the event of termination for reasons given in this section no refunds will be made for unused periods of the service.

12. Shared servers

Unless specifically otherwise stated in the Project Specification all Hosting will be provided using Shared Servers.

The price of the service You receive reflects that the costs of server resources are spread among a number of users. If for any reason Your Web site or any activity associated with the service provided to you uses such capacity as to interfere or threaten to interfere with the use of Server resources by other users then alternative hosting provision may be necessary, which may involve additional cost. Similarly, if your web site traffic increases to an extent where it can not reasonably be accommodated on a Shared Server, and this is causing performance issues for other Web sites, then alternative hosting provision may be necessary and this may involve additional cost.

In extreme instances We reserve the right to suspend or restrict Your service until the issue is resolved.

Any additional costs will be payable by You.

13. 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.

In the event of termination for reasons given in this section no refunds will be made for unused periods of the service.

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

14. Domain names

If You do not accept any product or service offered to You or If this agreement is cancelled by Us or by You or if the agreement is otherwise terminated then 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).

This is conditional on there being no unpaid fees for the registration or renewal of the Domain name and that there are no other unpaid fees for products or services already supplied to you.

If such fees are not paid within 3 months of their due date then We reserve the right to dispose of or otherwise use the domain to cover Our costs incurred.

15. Domain name registration and renewal

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

We will make reasonable efforts 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 normal renewal fee for that domain name or, should that domain name no longer be available or only be available at a premium price, an alternative domain of the same type (for example, a “.COM” domain name will be replaced by an alternative “.COM” name or “.UK” domain name replaced by an alternative “.UK” domain name)

16. 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.

17. 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 any website provided under this agreement and any directly 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 services provided in total can no longer be made available.

18. 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.

19. 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.

20. 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.

21. 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 the specific product or service to which the fees relate for a period of 90 days from the Delivery Date or the Due Date or the Due Renewal Date (as applicable) 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.

22. Jurisdiction

This agreement will be governed by English law.

The following sections 23 to 32 inclusive only apply to packages where the provision of Website design services are included

23. Storage and network capacity

Subject to specific provisions set out elsewhere in this agreement, We will provide sufficient disc space and network capacity for the Website supplied by Us within the provisions of the Project Specification.

If We agree to the Hosting or installation of additional material not originated by Us then a charge for any additional resources required may apply.

If You subscribe to any service or services which access your website, including but not restricted to security scans, or any other automated process, then an additional charge for network capacity may apply.

Web sites that provide file distribution (including but not limited to music, video and software) will be limited to a maximum data transfer of 50 GB per month for such file distribution.

24. Material uploaded to website servers by You

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, then ;

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 is restricted to files directly associated with the provision of the 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 for any other purpose, including but not restricted to, using the server as a file/backup repository or as a file server for another Website is not allowed.

Material uploaded by You may not be backed up by Us, other than for the purposes of recovering from a major incident or equipment failure. You should ensure that a back-up of any such material is available if required.

25. Material provided by You – copyright and permission

You warrant that all materials supplied to Us by You, or uploaded to the web servers 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 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.

26. 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 will remain Ours until all payment and/or other conditions relating to the transfer of ownership described in the Project Specification are met.

It is understood by You that any 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.

27. Accuracy of website content

Where a new website is supplied or where changes are made to an existing website it is Your responsibility to ensure that the content is accurate and is consistent with the agreed Project Specification and/or your stated requirements.

28. Support

We will provide support for issues relating to the services that We provide to You.

We will provide the necessary information you need to configure any e-mail software you are using. However, any work required to carry out this configuration will not be provided.

We will not provide support and assistance for general matters relating to computers and networks or 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, dial-up or other 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.

29. Viruses

We will take reasonable care to ensure that viruses or other malicious code are not included within any code or product provided by Us to You.

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.

30. Search engine inclusion and ranking

We will endeavour to design web sites in such a way as to make them accessible through search engines, particularly Google. However, it is understood that We will not carry out specialised Search Engine Optimisation (SEO) work or services.

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

31. Browser and system compatibility

We will endeavour to ensure that the website functions correctly with popular web browsers and devices. However, because of the wide variation of operating systems and configurations available We can not guarantee that the Code will function in an identical way under all circumstances. The requirements of older versions of browsers that are no longer supplied and can reasonably considered to be obsolete will not be accommodated.

32. 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 similar to "Site Supplied and Hosted by Select Internet"

The following sections 33 to 37 inclusive only apply to packages where We do not provide site design services

33. 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 pornographic material.

In addition, you may not;

run stand-alone, unattended server-side processes or any daemons; including (but not limited to) IRCd;

run any type of web spider or indexer;

run any software that interfaces with an Internet Relay Chat network;

run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers;

participate in any file-sharing/peer-to-peer activities;

run any gaming servers;

run entries or other scheduled tasks other than by configuring them through our control panel;

operate a proxy website or service;

as a remote file host for other websites;

operate self-hosted file sync or similar "cloud storage" based services including (but not limited to) OwnCloud, Pydio and Sparkleshare.

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 Website and for any processes employed as part of the service provided to You. For the avoidance of doubt, We will not routinely 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. In the event of termination for reasons given in this section no refunds will be made for unused periods of the service.

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

34. Package resources

The resources allocated to each hosting package, including but not restricted to, disc / SDD storage space and network transfer limits, are detailed on the relevant section of the Select Internet website - www.selectinternet.co.uk. 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 50 GB per month for file distribution.

MYSQL database size is limited to 1GB per database.

For resources other than the data transfer limit for file distribution or MYSQL database size, if Your use of any resource exceeds the limit allocated to Your package by greater than 50% then Your hosting facilities may be suspended immediately until You and We agree on effective 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.

The transfer limit for file distribution and MYSQL database size cannot be exceeded. Doing so may cause these facilities to be unavailable until effective remedial action is taken.

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

Where the size limit of an email mailbox is exceeded, then that mailbox will cease to function until material is deleted to bring the size within the available limits. Alternatively, mailboxes may be upgraded by adding storage at an additional cost.

35. Support

We will provide support for issues directly relating to the services We provide to You. We will provide the necessary information you need to configure any e-mail software you are using 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 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 or 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.

36. Backups

We will make backup copies of all material you load to your allocated web space, as described in the details of the hosting package you purchase.

We will provide tools to assist you to make any additional backups you may require. The suitability of any such backups together with their secure storage is your responsibility.

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

Backup copies may not be stored on the web servers.

37. Restrictions on the use of storage

The use of on-line storage 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 or programs and files used for reporting or analysis of your website's performance (for example, usage statistics packages)

The use of on-line storage 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.