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## **Web Hosting**

Terms & Conditions - 29/5/19

## **Introduction**

These terms and conditions together with the scope of services form a legal agreement between us, Dab Hand Group Ltd ("the Supplier") and you ("the Customer")

Within the context of this agreement, the following definitions apply: -

"Agreement" means the project proposal, scope of services, Terms and Conditions and any other relevant documentation

"Start date" means the date the project formally begins

"Completion date" means the date a project is considered as finished for billing purposes

"Scope of Services" means the services to be carried out by the Supplier to meet the Customer's requirements

"Sign off" means final approval of any preliminary designs and mock-ups

"Variation Order" means any billable work that is outside the original scope of services

## **1. Scope Of Services**

Upon conclusion of all preliminary discussions between us, a Scope of Services document will be provided setting out details of your requirements and how these will be met by us. Anything not described within this scope will not be deliverable within the project fee.

This document will supersede all preliminary discussions, emails and documentation so please do check carefully to ensure that it meets your expectations.

## **2. Quotations**

Quotations remain valid for 60 days from their creation. Please discuss with us if you wish a more flexible quote expiry.

## **3. Service Provision**

The services are described or referred to on the order confirmation.

We will use every reasonable endeavour to provide the Services in accordance with any timescale set out on the Order Confirmation but will not be liable to you where, based on those reasonable endeavours, we fail to meet any timescale.

We will not be obliged to perform any services not contained within the order confirmation.

The Web Hosting Service will commence on the date of activation and will continue for the minimum service period (unless it has ended or been suspended earlier than this in accordance with another part of this Agreement).

At the end of the minimum service period, the Web Hosting Service will automatically continue until notice is given or until it is terminated in accordance with another part of this Agreement.

## **4. Web Hosting**

The web hosting service that we provide includes, but is not limited to provision of web space; allocation of bandwidth; access to control panel; access to web statistics; firewall protection and search engine optimisation.

## **5. Backups**

We take regular backups of our Web Hosting Servers, however you are also advised to make local backups of your data. We will not be liable for any loss, claim or damage which is caused by a failed backup. You understand and acknowledge that we will not be responsible for the integrity of your data or the fact that such data may be or become corrupt.

## **6. Fault Reporting**

Any fault with the Web Hosting Services must be reported to us as soon as possible either by telephone or email. We will use our reasonable endeavours to rectify any fault reported to us; however, we cannot and do not guarantee that the Web Hosting Services will be fault free.

We cannot ensure that services will be uninterrupted or completely secure; you acknowledge that inherent risks in internet connectivity could result in the loss of privacy, confidential information and property.

## **7. Payments**

All invoices fall due for payment within one month of issue unless otherwise arranged. Any invoices still outstanding after 3 months of due date will be escalated onto an external debt collection agency. Late payment may result in delayed completion of your project and may incur additional charges. We reserve the right to charge interest at a rate of 10% per month in respect of any unpaid invoices. Payment at each milestone constitutes an agreement that the work completed meets requirements and is non-refundable. Please ensure you are happy with the work before settling any invoices.

Until full payment is received we retain full ownership of work that we produce. Any other projects we may have together will abide by these terms and conditions. This includes, but is not limited to, additional work and follow on

projects. We will do our best to submit a new proposal for each project, or submit a generic supplier proposal where possible - however, in the event that no proposal is signed, follow on work will adopt the terms and conditions as signed in this current proposal.

## **8. Termination**

After the minimum service period has expired, you can terminate this agreement by providing 30 days notice in writing to us.

Within one month of the termination of this Agreement, we will delete all files and content from our Web Hosting Servers, including but not limited to web pages, images and database files, which we have hosted on your behalf as part of the Web Hosting Service.

It is your responsibility to make arrangements for the transfer of your data prior to the termination date. We cannot accept any liability for any loss or damage incurred by you as a result of the deletion of such data.

At our discretion we may cancel the service provided in the event of a returned direct debit, if any invoice goes unpaid, if anyone from your organisation is abusive towards any staff member, or if all reasonable attempts to contact you go unanswered for 28 days or more.

## **10. Confidential Information**

We will always maintain the confidentiality of a customer's information and shall not without your prior written consent use, disclose, copy or modify such information (or permit others to do so) other than as necessary for the performance of its rights and obligations under the agreement.

## **11. Dispute Resolution**

We hope to provide a friendly and professional service to our customers. Should any dispute arise at any time it is our hope that these can be resolved by negotiation.

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In the unlikely event that a dispute cannot be resolved we will, if appropriate, provide a refund of any fees paid by you.

## **12. Representations & Warranties**

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You, as the customer represents and warrants to us that to the best of your knowledge, use of your content does not infringe the rights of any third party.

Our liability to you in contract, tort (including negligence), for misrepresentation (whether innocent or negligent), for breach of statutory duty or otherwise arising out of or in connection with this Agreement shall not extend to any loss of profits, business opportunity, goodwill, data, anticipated savings or any special, indirect or consequential loss or damage whatsoever, even if foreseeable or if we have been advised of the possibility of such damage.