



Domain Names

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.

Any domain names will commence on the date of activation and will continue for the minimum service period (this is typically for one year - 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. Domain Names

Our domain names are usually purchased with a third party provider. This is often subject to change but is typically Google Domains. As this service uses a third party provider, Dab Hand Group Ltd cannot be held responsible for any loss in data, downtime, change in costs. By accepting our terms and conditions, you also accept the terms and conditions of our selected third party provider for domains.

Third party costs are also subject to change - where possible, we will do our best to ensure there is minimal reflection of this in your yearly billing however this is often out of our control.

Often domain registrar information is made publicly available on the web - it is therefore out-with our control to keep this information private.

Although unlikely, it is important to bear in mind that domains can become blacklisted due to a number of factors (this may include but is not limited to inappropriate or illegal content or even spam) In the unlikely event your domain becomes blacklisted, Dab Hand Group Ltd will not be able to offer any refund or financial compensation to cover any losses.

5. Backups

It is important to note that domain names are different from hosting. A domain name does not contain any data (such as imagery, text, emails etc) Therefore, Dab Hand Group Ltd cannot be held responsible for any loss in data from the purchase of a domain name through us. In other words - if you accidentally delete a file or folder, we have no ability or responsibility to get it back for you. So be careful if you are hosting your own website or emails and using us purely for a domain name.

6. Fault Reporting

Any fault with domain names 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 domain name services will be fault free. Although, we have currently never experienced any faults - so you're in safe hands!

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.

Any non payment may result in termination of your package, which would result in your domain expiring. Expired domains eventually end up back in the public domain and are available to purchase by anyone else and it may not be possible to retrieve it. It is important to keep up with your billing to ensure that domains are not lost. If, in the unlikely event, you fail to meet payments and your domain with us expires - Dab Hand Group Ltd cannot be held accountable for any loss.

8. Termination

After the minimum service period has expired, you can terminate this agreement by providing 30 days notice in writing to us. As the domain name is purchased from a third party provider, and because registration data is often readily available across the web - Dab Hand Group Ltd cannot guarantee a domain name and its associated data is completely removed from the web.

If you are transferring away from our domain name service, it is your responsibility to make arrangements for the transfer of your domain name prior to the termination date. We cannot accept any liability for any loss or damage incurred by you as a result of the termination of your domain name

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

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.