UK-TCits02

Website terms and conditions template: continuous IT service provision

Terms and Conditions

These terms and conditions are the contract between you and [Our Name] (“us”, “we”, etc). By visiting or using Our Website, or signing up for our Services, you agree to be bound by them.

We are [trade name], a company registered in [country], number [company number].

Our address is [address]

VAT Registration Number: [Number]

You are: Anyone who uses Our Website or buys Service from us.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website and stop using the site or the Services immediately.

**These are the agreed terms**

# Definitions

|  |  |
| --- | --- |
| “Content” | means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you. |
| "Intellectual Property" | means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights. |
| “Our Website” | means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us[or any member of the [name] group of companies].It includes all web pages controlled by us. |
| "Post" | means place on or into Our Website any Content or material of any sort by any means. |
| “Services” | means all of the services available from Our Website, whether free or charged. |
| “Visitor” | means anyone who visits Our Website. |

# Interpretation

In this agreement unless the context otherwise requires:

* 1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
  2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that person.
  3. in the context of permission, “may not” in connection with an action of yours, means “must not”.
  4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
  5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
  6. [except where stated otherwise], any obligation of any person arising from this agreement may be performed by any other person;
  7. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
  8. these terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.
  9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

# Basis of Contract

* 1. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
  2. Subject to these terms and conditions, we agree to provide to you some or all of the Services [and products] described on Our Website [at the prices we charge from time to time].
  3. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements;
  4. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
  5. Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of one year is a new contract under the terms then posted on Our Website. Your continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.
  6. The contract between us comes into existence when we receive payment from you for a Service.

OR

* 1. The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract. If we decline to provide a Service we shall immediately return your money to your credit card.
  2. We may change this agreement and / or the way we provide the Services, at any time. If we do:
     1. the change will take effect when we Post it on Our Website.
     2. we will give you notice of the change. If you do not accept the change, we will refund the money you have paid for the Service to date.
     3. if you make any payment for Services or goods in the future, you will do so under the terms Posted on Our Website at that time.

# Your account and personal information

* 1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
  2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
  3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

# If you buy Services as a consumer

[Delete this paragraph if your business model is such that Services you provide are not for consumers].

This paragraph applies if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided those regulations apply to the transaction concerned, then the following terms apply to the contract.

* 1. We now inform you that information relating to all aspects of our Services is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
  2. The following rules apply to cancellation of your order:
     1. If you have ordered our Service but we have not yet started to work for you, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return any money due to you.
     2. If you want us to start work before 14 days has passed, you can opt out of your cancellation right. To do that you have to instruct us to start your work as soon as we can. We have provided a form and a full explanation of the procedure at the end of this document.
     3. If you have ordered our Service and we have started to work for you, you may cancel your order without giving a reason, at any time within 14 days of your order. You must tell us that you wish to cancel.
     4. if you do so, you will owe us for work done to the date of cancellation and any money spent on your behalf.
  3. In any of the above circumstances, we will return any money due to you within 14 days.

# The price

* 1. The prices payable for Services are clearly set out on Our Website.
  2. The price charged for any Services may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
  3. Prices are inclusive of any applicable value added tax or other sales tax.

# Renewal payments

* 1. At least [four] weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that you licence to use the Services is shortly to expire and to invite you to renew. An invoice for the new period will be included.
  2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your personal information and [change your requirements for Services or] cancel renewal.
  3. At expiry of your [Our Name] subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal of your [Our Name] subscription for a further period by sending you an email message.

# How we handle your Content

* 1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at [link to privacy policy].
  2. If you Post Content to any public area of Our Website it becomes available in the public domains. We have no control over who sees it or what anyone does with it.
  3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
  4. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
  5. You understand that you are personally responsible for your breach of someone else’s intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
  6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
  7. Please notify us of any security breach or unauthorised use of your account.

# Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever way we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

* 1. be unlawful, or tend to incite another person to commit a crime;
  2. consist in commercial audio, video or music files;
  3. be obscene, offensive, threatening, violent, malicious or defamatory;
  4. be sexually explicit or pornographic;
  5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
  6. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
  7. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
  8. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
  9. facilitate the provision of unauthorised copies of another person's copyright work;
  10. link to any of the material specified in this paragraph;
  11. Post excessive or repeated off-topic messages to any forum or group;
  12. sending age-inappropriate communications or Content to anyone under the age of [18].

# Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

* 1. hyperlinks, other than those specifically authorized by us;
  2. keywords or words repeated, which are irrelevant to the Content Posted.
  3. the name, logo or trademark of any organisation other than that of you or your client.
  4. inaccurate, false, or misleading information;

# Removal of offensive Content

* 1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
  2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
  3. If you are offended by any Content, the following procedure applies:
     1. your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
     2. we shall remove the offending Content as soon as we are reasonably able;
     3. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
     4. we may re-instate the Content about which you have complained or not.
  4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
  5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

# Security of Our Website

If you violate Our Website we shall take legal action against you. You now agree that you will not, and will not allow any other person to:

* 1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
  2. link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
  3. download any part of Our Website, without our express written consent;
  4. collect or use any product listings, descriptions, or prices;
  5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
  6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
  7. share with a third party any login credentials to Our Website;
  8. Despite the above terms, we now grant a licence to you to:
     1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
     2. you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

# Uploading to our servers

* 1. You must not upload to, or store on our servers any material or Content which you are not permitted by this agreement to Post to Our Website.
  2. You may not share, let or sub-license space on the servers. (except as an authorised re-seller).
  3. You may not upload to any shared server, any of the following pages, namely those:
     1. pages with banners, graphics or CGI scripts running from their domain being used on other domains. (e.g., hot-linking, image-sucking, load-spreading);
     2. pages with very large graphic archives or galleries;
     3. pages offering download archives or large media distribution (>5GB), such as .zip, .tar, .sit, .ra, .avi, .mov, .asf and .GZ;
     4. pages running large or busy chat rooms;
     5. pages using more than [8] % of system resources.
  4. You may not send more than 500 email messages per hour.

# Termination

This agreement may be terminated:

* 1. upon either of us giving the other [14] days notice in writing addressed by post to the last known land address or by e-mail to the last known e-mail address of the other of us. For this and all purposed in connection with this agreement, our addresses are as at the head of this document. If your cancellation is to be effective, you must give us full information to enable us to identify:
     1. who you are and;
     2. that you have proper authority to cancel and;
     3. the Services you wish to cancel.
  2. when we terminate it, without notice, on account of your failure to comply with these terms.
  3. immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction).
  4. Any termination of this agreement by this paragraph shall be without prejudice to any other rights or remedies to which a party may be entitled.
  5. Termination by either party shall have the following effects:
     1. your right to use the Services immediately ceases;
     2. we are under no obligation to forward any unread or unsent messages to you or any third party;
  6. In the event of such termination by us, we will within 14days refund to you the balance of your cost outstanding for any Service, pro rata with time not elapsed;
  7. There shall be no re-imbursement or credit if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

# Interruption to Services

* 1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
  2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
  3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

# Intellectual Property

You agree that at all times you will:

* 1. not cause or permit anything which may damage or endanger our title to the Intellectual Property.
  2. notify us of any suspected infringement of the Intellectual Property;
  3. indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
  4. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
  5. not use any name or mark similar to or capable of being confused with any name or mark of ours;
  6. so far as concerns software provided or made accessible by us to you, you will not:
     1. copy, or make any change to any part of its code;
     2. use it in any way not anticipated by this agreement;
     3. give access to it to any other person than you, the licensee in this agreement;
     4. in any way provide any information about it to any other person or generally.
  7. not use the Intellectual Property except directly in our interest.

# Bandwidth and data storage

* 1. You agree that bandwidth and storage requirement shall not exceed the amount ordered by you.
  2. If your bandwidth and storage requirement exceeds the contractually ordered amount we may in our discretion:
     1. charge the price currently charged by us for the additional usage you have used, such charges to be paid within 30 days of the invoice date or
     2. if in our opinion your usage puts at risk the continued Services provision to other customers, we may limit the Services we provide to what we have agreed in our contract with you. We may not be able to give you notice of this.
  3. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
  4. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
  5. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
  6. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

# Disclaimers and limitation of liability

**(This is the first of two options, depending on your customer base. Option one: use this option for sales to consumers anywhere in the UK and EU. You are free to use it for all other customers if you so decide.)**

* 1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
  2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
  3. We make no representation or warranty that the Services will be:
     1. useful to you;
     2. of satisfactory quality;
     3. fit for a particular purpose;
     4. available or accessible, without interruption, or without error;
  4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
  5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
  6. We shall not be liable to you for any loss or expense which is:
     1. indirect or consequential loss;or
     2. economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
  7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.
  8. If you become aware of any breach of any term of this agreement by any person, please tell us by [state action required]. We welcome your input [but do not guarantee to agree with your judgement].

**(Option two: use this option (to the end of this paragraph) to sell to anyone except EU consumers. It is more favourable to you.)**

* 1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
  2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
  3. The [Our Name] Website and [Our Name] Services are provided “as is”. We make no representation or warranty that the [Service] will be:
     1. useful to you;
     2. of satisfactory quality;
     3. fit for a particular purpose;
     4. available or accessible, without interruption, or without error;
  4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
  5. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
  6. We make no representation or warranty and accept no responsibility in law for:
     1. accuracy of any Content or the impression or effect it gives;
     2. delivery of Content, material or any message;
     3. privacy of any transmission;
     4. any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
     5. any aspect or characteristic of any goods or services advertised on Our Website;
  7. Our Website includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us via the “Contact us” page on Our Website.
  8. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
  9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.

OR

* 1. Our total liability under this agreement, however it arises, shall not exceed the sum of [£10,000]. This applies whether your case is based on contract, tort or any other basis in law.
  2. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us. Any of them may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017.
  3. If you become aware of any breach of any term of this agreement by any person, please tell us by [state action required]. We welcome your input [but do not guarantee to agree with your judgement].
  4. Nothing in this agreement excludes liability for a party's fraud.

# You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

* 1. your failure to comply with the law of any country;
  2. your breach of this agreement;
  3. any act, neglect or default by any agent, employee, licensee or customer of yours;
  4. a contractual claim arising from your use of the Services
  5. a breach of the intellectual property rights of any person;

For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £ [100.00] per hour without further proof.

# Dispute resolution

The following terms apply in the event of a dispute between the parties:

* 1. If you are not happy with our services or have any complaint then you must tell us by email message to [email address or an updated address which you will find on Our Website].
  2. Detailed information about our complaint handling procedure is at [enter link (if any)].
  3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

# Miscellaneous matters

* 1. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
  2. [The schedules, if any, to this agreement are part of the agreement and have the same force and effect].
  3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
  4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
  5. If you are in breach of any term of this agreement, we may:
     1. terminate your account and refuse access to Our Website;
     2. remove or edit Content, or cancel any order at our discretion;
     3. issue a claim in any court.
  6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
  7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
  8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

|  |
| --- |
| It shall be deemed to have been delivered: |
| if delivered by hand: on the day of delivery; |
| if sent by post to the correct address: within 72 hours of posting; |
| If sent by e-mail to the address from which the receiving party has last sent e-mail:within 24 hours if no notice of non-receipt has been received by the sender. [Take care before agreeing to accept service by e-mail. It may be convenient, but the parties could miss or accidentally delete the message]. |

* 1. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
  2. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, [including any labour dispute between a party and its employees].
  3. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
  4. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in that country.

## Notice of right of cancellation: Right to Cancel and Model Consent Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

**Exception when you opt out**

Before we agree to provide our service, we therefore ask that you give up your right to cancel, as the law allows. If you do not agree, we shall not work for you.

[Here we provide two options. Either use option 1 - by inserting the text in your T&Cs so that your customer has to accept it first before he confirms his order to subscription or option 2 - by sending you the request by email].

**Option 1**

If you tick the box on our website to confirm acceptance of [this agreement / our contractual terms and conditions], you:

* confirm that you want us to [allow subscription / supply service] before the expiry of 14 days.

AND

* confirm that you want us to immediately allow subscription, whether this is incidental to [a service] or sold separately.

AND

* accept that you will lose your right to cancel the contract.

AND

* understand that your agreement is a term of the contract between us.

**Option 2**

**Request for immediate supply of service**

I/We hereby give notice that we would like you to supply the service shortly to send for the supply of the following service [enter detail of service].

I/We confirm that you have explained that by signing this form I/we will lose our right to cancel the order within14 days.

I/We have read this agreement carefully. I/We understand and acknowledge that by signing it I/we are committed to all its terms.

I/We instruct you to supply service to us as soon as you can.

Instructed on [date]

Name: [enter name or names in which the order was made]

Address: [enter your address]

Signature: (only if this form is notified on paper)

## Special additional provisions relating only to domain names

[Use the following set of paragraphs if your business model is of web hosting, domain registration]

These terms apply when you instruct us to register, renew, transfer in or transfer out, a domain name and are in addition to the terms set out above. You agree to be bound by them.

# Your undertakings

* 1. You acknowledge that it is your sole responsibility to supply accurate and reliable contact details and relevant information as well as name of servers. You undertake to supply such accurate, complete full records and as are required by any relevant registrar and/or registry and to ensure that such details are kept updated and complete at all times.
  2. You warrant that to the best of your knowledge neither the registration nor the use of the domain name infringes the legal rights of any third party and that you are authorised to apply for or renew the domain name.
  3. The registration of a domain name and its continued use is subject (in addition to these terms and conditions) to your continued compliance with the terms and conditions of the relevant registrar and/or registry. You agree to be bound by such terms and conditions, including all rules and policies.

# Domain name disputes

You acknowledge that:

* 1. the registration or use of a domain name does not necessarily entitle us to use that name in a particular context;
  2. your contract with a relevant registrar and/or registry may provide that the registrar and/or registry may take action which might include:
     1. the suspension or revocation of your application for a domain name or.
     2. the registration of a domain name allocated to you to a third party.
  3. we will have no responsibility or involvement in relation to any dispute between you and a registrar.
  4. You now therefore agree to indemnify us against all costs, claims and expense, including the reasonable cost of management time, in respect of any event, act or omission we may be required to take by any third party with jurisdiction, including a domain name registrar and/or registry.

# Action on your default

We may in our absolute discretion cancel, take ownership, dispose of and/or refuse to register, release or renew any domain name if:

* 1. our fees in respect of that domain name are overdue;
  2. we are required to do so by regulation or competent authority;
  3. it is otherwise permitted under these terms and conditions

# Domain name registration

* 1. We will attempt to register a domain name on your instruction and to notify you of the outcome.
  2. We do not warrant or guarantee that any domain name will be registered or is capable of registration.
  3. We are not liable to you in the event that you act upon an anticipated registration before you have received confirmation from us that the domain name has been registered to you.
  4. Immediately you receive from us notice of registration, you should check the registration particulars and, the event of error, inform us immediately.

# Domain name renewal

We will not renew a domain name (leaving you solely responsible for renewal) for which we do not receive a renewal notice. Without limitation, we may not receive a renewal notice:

* 1. because we are not named as the billing contact;
  2. because the relevant registrar and/or registry sends the renewal invoices direct to you;
  3. if the domain name has been transferred to another Internet Service Provider.

# Domain name transfer in

* 1. If we have to transfer your domain name from another Internet service provider to our servers, you understand that:
     1. we will charge additional cost for this service;
     2. the transfer may take from [5 to 60] days
  2. You warrant that you have the full and complete authority of the legal owner of the domain name and you agree to indemnify us against all costs, awards and damages resulting from the transfer and/or that may be brought about by a third party.

# Domain name transfer out

If we receive a request from you or the registrant to transfer a domain name from ourselves to another Internet service provider or to change the name servers listed for the domain name, the following procedure applies:

* 1. we will affect the transfer or name server change;
  2. you acknowledge that the registrant is able to effect a transfer direct with the relevant registrar and/or registry in certain circumstances and that we may not be able to provide you notice of the transfer.
  3. we shall remove ourselves as the billing, technical or other contact;
  4. any websites at the domain name may become inaccessible;
  5. e-mail and web forwarding Services will be cancelled and e-mail may be lost;
  6. all other Services you have purchased from us for use with the domain name will be cancelled;
  7. you will not be entitled to any refund for any used period of any Services;
  8. you agree that we shall be released from all subsequent obligations, claims, liabilities or demands arising out of or in relation to that domain name.

Explanatory notes:

Website terms and conditions template: continuous IT service provision

General notes

1. **About the Consumer Contracts (ICAC) Regulations 2013**

For a business which deals with subscription services, the Regulations are quite complicated. We have written a number of [articles explaining each point](http://www.netlawman.co.uk/ial/selling-goods-and-services).

To keep it simple, if you sell services recurring and subscription basis, you are treated as a service provider. Somewhat similar provisions will be applicable to you for supply of other services (if any) too. In short you must comply with the Regulations in respect of services.

The main provisions which affect your business are first, provision of information relating to service and your identity; and second, the cancellation provisions.

The required information is explained fully in our article “[Information requirements for Distance Contract](http://www.netlawman.co.uk/ia/ccicac-information-required-distance-contracts)”. Here is a short version:

a. description of the main characteristics of the services;

b. the total price of the services inclusive of VAT;

c. Your identity, land address and full contact details;

d. the arrangements for payment and supply of service;

e. the telephone cost of communicating with you when it is not calculated at the basic rate;

f. the existence of your customer’s right to cancel the contract; and the conditions, time limit and procedure for exercising that right;

g. whether, if the customer exercises the right to cancel, he must pay money to your sellers for part done work;

h. the circumstances under which the customer loses the right to cancel.

Next, we will tell you about the cancellation provisions.

If a consumer at any time chooses to purchase a subscription service (recurring) from you, he may cancel his order within 14 days without giving any reason. When he cancels the order, you must give him his money back within 14 days after receiving the cancellation order. But there is a way out. If the customer instructs you to supply the service (in your case, immediately activate his subscribed account) before the 14 day period expires, and provided you have warned the customer that he will lose his right to cancel, then the customer has opted out and lost his right to cancel. The opt-out is valid only if you follow the full requirements of the Regulations to the letter.

**Please note:** Because you operate a website business, we have assumed you will not want to set up a system which allows for the 14 day cooling-off period. That means your customer must instruct you to start earlier and acknowledge that he will lose his right to cancellation. This document is drawn around that assumption.

1. **What you need to do to comply with the Data Protection Act 2018**

The Act applies to all personal data you collect, use or store. The scope includes data about any INDIVIDUAL.

We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <https://www.netlawman.co.uk/d/website-privacy-policy>

For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law. This document is your legal contract with your customer or client.

Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep them very short and that you check most carefully that you are not adding text that could result in your contravening the Act.

As a vastly reduced summary, the important areas of the Act to consider are:

* you do not have a provision where you are assuming implied consent of customer to use his information in the way you think fit;
* if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such information include his name, address, image etc.
* Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need to say exactly what you might do with your user's data.
* The most important elements of data to consider are personal data and any data which you want to use - for example as a testimonial.

You may find full list at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow you to run your business seamlessly while complying with Act.

1. **Recognition of our copyright in this document**

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net Lawman. Solicitors, accountants and other professional advisers may re-use the document as for any legal precedent.

Once you have edited the document for final use, you may remove the copyright notice in the footer.

1. **Document review service**

If you would like our legal team to check your edited version, we offer a document review service.

Please contact our support team at [support@netlawman.co.uk](mailto:support@netlawman.co.uk) for further information.

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. **Definitions**

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms are accurate and friendly. In particular, you may like to change the word “Services” to some word or phrase which describes more exactly what you sell. By all means use the search/replace function in your word processor to change them. For example, if you sell search engine optimisation services, then your clients may prefer you to refer to “SEO Services”, rather than the bald “Services”. But if you do change the defined word, make sure it applies to every use of it in the document.

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to specific product or service names. For example:

**We use You might decide to change to**

“Services” “Web hosting”

“Our Website” “The Tech Daily Digest Website”/ “The Site”

But if you do change the defined word, make sure it applies to every use of it in the document.

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the common meaning of that word or phrase. You should first decide on the contents of the document, then return to check what definitions are needed and whether they really fit the text you have left in place.

1. **Interpretation**

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has been carefully considered in the context of this agreement and has been included for a purpose. Many of them strengthen the framework within which the agreement operates. Leave these items in place unless there is a good reason to edit or remove.

1. **Basis of contract**

Technically, you are both selling services and granting a licence for use of your software or ideas or other intellectual property.

It is important to make clear when the contract comes into effect. Without specifying, your website will be regarded as an offer and payment by your client as an acceptance. This may not be what you want.

1. **Your account and personal information**

Edit as required. We have no other comment.

1. **If you buy Services as a consumer**

If you sell only to businesses and organisations, delete this paragraph.

This paragraph sets out your customer's rights as a "gold standard". In the past, the law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations continue to keep customers in the dark, we believe it is to your advantage to be utterly transparent. Not only will that present you as a high prestige brand, but it will also make clear that you are being unusually helpful and not unnecessarily bureaucratic. There are three pillars of consumer protection:

* Provision of information
* the 14 day cancellation period
* "opt out" of cancellation right so that you can start work within the 14 days cancellation period, without risk of cancellation.

1. **The price**

We have no comment

1. **Renewal payments**

We have provided for auto renewal of the service provision. In law that provision is void you cannot unilaterally renew a contract. However, if you continue a course of action and your counter-party accepts or acquiesces, he cannot later complain if he has continued to enjoy the services. In reality many Internet contracts are continued from year to year.

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of the invoice against which payment will be taken. You then take the payment on the due date and send a new message to your customer/member to confirm.

1. **How we handle your Content**

It is a question of balance and maybe how your buyers will react. You are free to delete all or any of it.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on the one hand and giving a tight enough framework to convince doubters that you will not sell their data. You should also make sure you have the current Net Lawman privacy policy in support.

1. **Restrictions on what you may Post to Our Website**

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the greater your risk. You cannot stop a criminal by a term in a document, but you can make clear to regular users, before and after the event, that you will take a tough line for bad behaviour.

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do so. Secondly, it may assist in protecting you from civil or criminal charges for which you may otherwise be liable as a result of what someone else posts to your website.

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think it is worth providing a full and strict policy. By doing so, you have the best possible defence against anyone who claims he has been insulted, injured, defamed, or whatever.

Of course, anyone who wishes to continue to use your services will comply.

We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a business advice site will not need the same level of protection as a dating site. Edit as you require.

1. **Your Posting: restricted content**

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

1. **Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not be one of your customers or members. By stating and following this policy you will reduce the chance of any claim for defamation, breach of copyright, and so on. Depending on how you attract acceptance of the terms generally, this paragraph may not be enforceable against a visitor.

1. **Security of Our Website**

There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on the extent to which users are able to post content of any sort. Delete provisions which are stronger than you need.

1. **Uploading to our servers**

This paragraph is relevant only if your business entails client uploading. It assumes the previous paragraphs have been left in place. If there is no possibility of your clients posting to your site, you could move some of those provisions so that they now cover the situation of uploading.

1. **Termination**

It is after termination that conflicts tend to arise. In this agreement however, there are unlikely to be residual obligations. Edit as you think best.

1. **Interruption to Services**

We have no comment

1. **Intellectual Property**

Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights, from domain names to trade marks. It is sensible to leave this provision in place, edited as appropriate.

1. **Bandwidth and data storage**

This provision absolves you from any obligation to retain messages or other data. Of course you must comply with the Data Protection Act 2018 as to privacy and retention of data, but your user will now be unable to extend those rights beyond what you might expect. Much of this paragraph applies only if your business includes the storage of large quantities of data

1. **Disclaimers and limitation of liability**

We do not have sufficient information about your business to determine how far you can use this paragraph and how binding it will be. We therefore provide an explanation, some parts of which will not apply to you.

Our aim in drawing this paragraph is to limit your liability as far as possible, particularly against events you may not anticipate. We are also aware that you might sell to business, not consumers, and to consumers outside the UK and EU. Note however, that most advanced economies protect their consumers in much the same way as the UK and EU consumers are protected. However, a foreign government would have great difficulty in enforcing its rules against you!

There is a substantial set of law which regulates what you can sell to anyone, so no matter what you put in this paragraph, it will not protect you in contract if you sell something different from what an intelligent customer or client would expect. Comparable law covers every part of the sale and return process.

On top of that solid legal structure is an even larger structure relating to protection of consumer rights. That is because consumer protection is extreme in the UK and EU. If you sell to consumers, even occasionally, you must learn what are your legal obligations. The depth of law is huge - far more than we could ever advise here.

We have therefore provided not merely alternative provisions within this paragraph, but two alternative paragraphs. One version is what you can reasonably say if you deal with consumers; the other is the "hard" version which covers everyone else. Select the version according to whether or not you sell to European consumers.

If you sell Worldwide, you could of course arrange for only users outside the EU to receive the hard version - whoever they are.

It is possible that neither of these alternatives will be entirely enforceable. However we have also specified that any provision which offends should be reduced, as opposed to be deleted. In these paragraphs we have provided a terrific contractual shield - but somewhere there may be someone whose arrows will pierce it.

Our best advice to you is to include these disclaimers so far as they apply to your business, but do not expect that you can conduct your business with disregard to the law. The Supply of Goods and Services Act and Misrepresentation Act and a raft of consumer protection law still apply.

You will see that we have also included in the provision for directors and others to have the same protection. One way to get around disclaimer provisions in the past was to claim not against the company with whom the claimant has a contract but against the directors or others in negligence.

1. **You indemnify us**

We advise you to leave this provision in place. In fact part may be void under the Unfair Terms in Consumer Contracts Regulations. It will not be void against a business owner or a company. Even for consumer clients, it may prevent a claim against you.

1. **Dispute resolution**

This paragraph sets out standard terms as required under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015. Our opinions are as follows:

UK courts have more or less insisted on litigants going to mediation in cases where the judge concerned is of the opinion that “heads should be knocked together”. (Net Lawman documents have included a mediation paragraph for 15 years!)

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should not matter who is the mediator. Of course you should try to find someone with the appropriate experience of business and commercial life, but the requirement for a “qualified” person is meaningless. Mediation is not a subject you can learn from a book. So, if you need to find a mediator, you will have no trouble in finding someone acceptable to both sides.

Mediation costs money. £1000 to £3000 would be the approximate rate outside London, for reading the papers and giving a full day. So if the sum in dispute is less than £10,000, even mediation may be unacceptable.

In many countries, arbitration is either unregulated or confined to international issues like shipping and insurance. Here in the UK, it is regulated very precisely by the Arbitration Act 1996.

As a result of that act, arbitration entails very similar procedures to those in formal litigation. Most arbitration is as expensive and time consuming as litigation. It is certainly not “alternative” dispute resolution in a way that saves time or money. That is why the courts do not promote it. We advise that you avoid it!

The Regulations require that if you know of a mediator, you should provide details. However, it seems to us that the last person your opponent would agree to use is someone with whom you already have a relationship. Indeed, it would be immoral if that person even agreed to accept repeated instructions.

The law requires that when your internal complaint handling procedure is exhausted then you must tell your customers about using a mediation or arbitration platform. Your obligation is not to force the customer to use these means of dispute resolution but just to provide information. This is to encourage the customer to use ADR rather than litigating.

You may find more details at:

<http://www.legislation.gov.uk/uksi/2015/542/contents/made>

<http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf>

Do not delete paragraph 20. This is the requirement of law.

1. **Miscellaneous matters**

A number of special points. We have identified each of these as important to protect you. Some are relevant to particular paragraphs in the document, some apply more generally. Some are included to strengthen your position generally. Do not delete unless you are quite positive of the legal effect of doing so.

Rights of Third Parties Act - We have provided reference of two Acts. By all means select the one according to your jurisdiction clause.

**Special additional provisions relating only to domain names**

We do not propose to comment on these paragraphs individually. There are technical elements to consider, in respect of which we are not qualified. Use as required.

End of notes