Terms and Conditions

1 **Interpretation**
  1.1 In these Conditions:
    a "Contract" means, in order of precedence, these Conditions, the Quotation, and any other document expressly stated to form part of this Contract.
    b "we" and "us" means HCI Data Limited.
    c "you" and "your" means the customer we make this Contract with. It includes anyone reasonably appearing to us to be acting with that customer's authority or permission.
    d "Service" means the service or services specified in the Quotation. Any Service in these Terms and Conditions that is not specified in the Quotation do not form part of the contract between you and us.
    e "Web Hosting Service" means a Service for the provision of a facility linked to the Internet on which electronic files are stored for retrieval by anyone.
    f "Web Design Service" means the provision of files readable by Windows98®, Windows NT® Windows XP®, Windows 7® and Windows 8® containing information that can be loaded onto a facility linked to the Internet.
    g "Invoice" means the request for payment for Service.
    h "Descendant Domain Name" means a name that has been formed by prefixing a domain name with a dot and prefixing that dot with other characters including zero or more dots.
    i "Bulk E-Mailing" means the transmission of more than 50 messages who's meaning could reasonably be described as similar in any 24 hour period. It includes but is not limited to chain-letters.

2 **Effective Date**
  2.1 These terms and conditions are applicable to all contracts entered into from 1st September 2024.

3 **Provision of Service**
  3.1 We agree to provide you with the Service on the terms of this Contract.
  3.2 We will endeavour to provide the Service by the date agreed with you, but all dates are estimates and we accept no liability for failure to meet those dates.
  3.3 We will provide the Service using the reasonable skill and care of a competent Web Site Designer.
  3.4 We will provide a Web Hosting Service in any country we feel fit.
  3.5 We maintain control and any ownership of any and all I.P. numbers and addresses that may be assigned to us and reserve in our sole discretion the right to change or remove any and all IP numbers and addresses.
  3.6 You shall keep the right to use your domain name, subject to the terms and conditions of the domain name's registrar, during and after termination of this contract provided that all invoices have been fully paid.
  3.7 Occasionally we may, for operational reasons, change the Web Hosting Service's geographical location and/or change its IP address.
  3.8 We will give you as much notice as possible before taking any of the above actions and whenever practicable will agree with you when the Service will be suspended.

4 **UK, Wales and Cymru Domain Names**
  4.1 uk domain names (excluding .gov.uk domain names) registered with Nominet UK will create a contract between you and Nominet UK (Company No. 3203859) in addition to your contract with HCI Data Ltd. .uk domain names registered by Nominet include, but is not limited to, .co.uk, .org.uk, .ltd.uk, .plc.uk, .me.uk and second level .uk domains. It is your responsibility to comply with the terms and conditions of your contract with Nominet UK.
  4.2 .gov.uk domain names have additions HM Government imposed terms and conditions. The additional terms can be found at https://www.hcidata.com/terms-and-conditions/CDDO_terms.html or any other place that we may, from time to time, notify you of and must be complied with. You must abide by the rules for .gov.uk domain names.
  4.3 .ac.uk, .gov.wales and .llyw.cymru domain names are registered with Janet(UK) which is a part of Jisc Collections and Janet Limited(company number 2881024) and you must abide by the rules for .ac.uk, .gov.wales and .llyw.cymru domain names.
  4.4 We are not liable to you, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage in the event that Nominet UK, Janet(UK), the .gov.uk Registry Operator or HM Government withdraw any services in respect of a .uk domain name.

5 **Use of Web Hosting Service**
  5.1 You must not store any files on the Web Hosting Service that represent images or text, whether or not

they are encrypted, that

    a violate or infringe any copyright, trademark, patent, statutory, common law, or proprietary rights of others, or

    b contain anything libellous, offensive, or harmful, or

    c contain abusive and unethical materials. Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, and any harassing and harmful materials or uses.

    d You agree to indemnify and hold us harmless from any claim resulting from your Publication of materials or your use of those materials.

5.2   You must not store any files on the Web Hosting Service whether or not they are encrypted, that:

    a contain a virus

    b contain a program that could give control of a computer to a person unknown to the user of that computer

5.3   You must not use Common Gateway Interface (CGI) programs or scripts or other programs on the Web Hosting Service that cause a deterioration to other users of the Web Hosting Service or the Internet for more than 10 seconds in any 10 minute interval.

5.4   While the Web Hosting Service shall make every reasonable effort to protect and backup data for you on a regular basis, we are not responsible for your files residing on the Web Hosting Service. You are solely responsible for independent backup of data stored on the Web Hosting Service. If the Web Hosting Service needs and is able to restore your files due to a file lost that we are not responsible for, we may charge an additional fee for this service.

5.5   Due to the public nature of the Internet, all information on the Web Hosting Service should be considered publicly accessible, and private information should not be transferred to the Web Hosting Service. We are not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider.

5.6   It is your responsibility to ensure your files on the Web Hosting Service comply with data protection acts applicable in the United Kingdom

6 Use of E-Mail Services

6.1   Any e-mails that you send to HCI Data Ltd must comply with the current acceptable use policy which can be found at http://www.hcidata.com/e-mail-acceptable-use.htm or any other place that we may, from time to time, notify you of.

6.2   All e-mails that you send must correctly identify you as the sender. The identification of sender includes, but is not limited to, the initial handshaking between computers before the e-mail text is transmitted, the Return-Path e-mail header, the From e-mail header, the Reply-To e-mail header, other e-mail headers that may indicate the originators e-mail address and the body of the e-mail including any special formatting or images.

6.3   Any bulk e-mailing you send that contain a reference to either a web site hosted by HCI Data Ltd or an email address that HCI Data Ltd provides services or support must comply with the current acceptable use policy which can be found at http://www.hcidata.com/e-mail-acceptable-use.htm or any other place that we may, from time to time, notify you of.

6.4   Any bulk e-mailing you send that contain a reference to a domain or any level of descendant domain name where HCI Data Ltd administers the domain name, the descendant domain name or any ascendant domain name of the descendant domain name must comply with the current acceptable use policy which can be found at http://www.hcidata.com/e-mail-acceptable-use.htm

6.5   Any bulk e-mailing can only be sent to e-mail addresses that have completed the double opt-in process. The double opt-in process is described at http://www.hcidata.com/e-mail-acceptable-use.htm

6.6   You may not send e-mails that are abusive or unethical. Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, and any harassing and harmful materials or uses.

7 Charges

7.1   The charges will be notified to you in accordance with the Quotation sent to you.

7.2   Invoices will be sent by e-mail. It is your responsibility to ensure that you are able to receive such e-mails.

7.3   There will be a charge if you request an invoice to be sent by any other method.

7.4   You must pay the Invoice for charges within 31 days of the date of the Invoice.

7.5   We reserve the right to make a charge of 0.1% per day on overdue accounts outstanding.

8 Fault Repair

8.1   It is technically impractical to provide a fault-free Service but we will try to repair any fault in the Service that you report to us, as soon as we reasonably can.

8.2   Any spelling, capitalisation, or paragraph splitting error that is reported within one month of the date of

the Invoice will be changed free of charge. Any change after one month of the date of the Invoice may incur a charge.

9 **Limitation of Liability**

9.1 Our liability to you in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £50,000 for any one incident or series of related incidents and to £100,000 for all incidents in any 12 months.

9.2 We are not liable to you, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage.

9.3 Each provision of this Contract that excludes or limits our liability operates separately. If any part is held by a court to be unreasonable or inapplicable the other parts will continue to apply.

10 **Matters beyond our Reasonable Control**

10.1 If either of us is unable to perform any obligation under this Contract because of a matter beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving our employees) or act of local or central Government or other competent authorities, neither of us will be liable to the other for that failure to perform.

10.2 We will credit your account with a sum equal to the rental paid for any period that you are without the Web Hosting Service because of a matter beyond our reasonable control.

11 **Changes to the Contract**

11.1 Service - If you ask us to make any change to the Service, we may ask you to confirm your request in writing. If we agree to a change, this Contract will be changed from the date when we confirm the change in writing to you. If you request a change to the level of Service, that change will take effect as soon as is practicable.

11.2 Conditions - We can change the Conditions of this Contract (including the charges) at any time. We will inform you at least 2 weeks before the change is to take effect.

12 **Breaches of Contract**

12.1 Either of us may terminate this Contract without notice if the other:

a Commits a material breach of this Contract which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

b commits a material breach of this Contract which cannot be remedied; or

c is repeatedly in breach of this Contract; or

d is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of his creditors, or if a limited company, goes into, either voluntary liquidation or compulsory liquidation, or has a receiver or administrator appointed over his assets.

12.2 If any of the events detailed in paragraph 9.1 occur because you are in breach of this Contract, we may suspend the Service without notice and without prejudice to our right to terminate this Contract. If we suspend the Service because you are in breach of this Contract, you must pay our charges for the Service until this Contract is terminated.

12.3 If either of us delays in acting upon a breach of this Contract, that delay will not be regarded as a waiver of that breach. If either of us waives a breach of this Contract, that waiver is limited to that particular breach.

13 **Termination of the Contract by Notice.**

13.1 Either of us can terminate the Contract by at least:

a 1 months notice from us to you: or

b 7 days notice from you to us for Web Design Service

c 9 months notice from you to us for Web Hosting Service.

13.2 If we give notice, you must pay our charges up to the expiry of the notice. If you give notice, you must pay our charges until 7 days for the Web Design Service and 9 months for the Web hosting Service from the date we receive your notice, or up to the expiry of the notice, whichever is the later.

13.3 We will repay or credit you with the appropriate portion of charges paid in advance for a period ending after your liability to pay charges ceases.

14 **Arbitration**

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators. This does not apply to disputes that involve more than £5000 or a complicated issue of law.

15 **Entire Agreement.**

15.1 This Contract contains the whole Agreement between us relating to its subject matter and supersedes all previous written or oral agreements relating to it.

15.2 We and you both acknowledge that:

a neither we nor you has been induced to enter into this Contract by any representation, warranty or other

assurance not expressly incorporated into it; and

b in connection with this Contract our only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

16 **Notices**

Notices given under this Contract must be in writing and may be delivered by hand or by courier or sent by first class post to the following addresses:

a to us at the address of our offices shown on the Quotation or on your last bill or any alternative address that we notify to you;

b to you at the address to which you ask us to send bills, the address of your premises, or if you are a limited company, your registered office.