



WEB HOSTING AND E-MAIL TERMS & CONDITIONS

All users of services provided by ADM Computing, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between ADM Computing. Registered office: Chaucer Road, Canterbury, Kent, CT1 1HH (“we” and also “ADM Computing”) and the “User” or “Client” (you).

The following constitute the terms and conditions under which ADM Computing trades and supplies its services and related products.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the sales order will require to be the subject of a new sales order. ADM Computing is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

NB: Pornography and sex-related merchandising are prohibited on any ADM Computing server. This includes, and is not limited to, direct links to such web pages or websites.

Additionally, spamming or sending of unsolicited e-mail, from a ADM Computing server or using an e-mail address that is maintained on a ADM Computing machine is strictly prohibited.

1. Definitions

In this Contract, unless the context otherwise requires:

“Service” or “Services” means domain name registration, website hosting, bandwidth provision, e-mail and any other web related service or facility provided by us to you;

“Server” means the computer server equipment operated by us or provided by you in connection with the provision of the Services;

“Website” means the area on the Server allocated by us to you for use by you as a site on the Internet;

“Contract” means the agreement between ADM Computing and the User incorporating these conditions, the ADM Computing Sales Order and ADM Computing’s charges for the provision of its services; References to “Agreement” shall, where the context admits, be read as referring to the Contract.

“Charges” means the charges as agreed on the Sales Order and ADM Computing’s prices for products and services requested or incurred by you.

“Bandwidth” means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

“Data transfer” means all traffic that passes through the Website including specifically but not exclusively web traffic, e-mail, FTP transfers and any session data;

“Site” means the premises or location at which Service is or is to be provided under this Contract;

“Equipment” means equipment which is supplied by or on behalf of ADM Computing to the customer or placed at or on a Site for the purpose of providing Service;

“Internet” means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

“User” means you, the Customer, or any person who makes use of the services through you or on your behalf;

“Initial Contract Term” means the initial period of service as specified within the Sales Order;

“Extension Term” means each successive period of twelve months after the Initial Contract Term.

2. Website Hosting and E-mail

2.1 ADM Computing make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stores on the Server.

2.2 The User shall effect and maintain adequate insurance cover in respect of any loss or damage to data stores on the Server.

2.3 The User shall keep secure any identification, password and other confidential information relating to the Users account and shall notify ADM Computing immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

2.4 The User shall observe the procedures which ADM Computing may from time-to-time prescribe and shall make no use of the Server which is detrimental to our other customers.

2.5 The User shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner.

2.6 ADM Computing will use every reasonable endeavour to ensure the integrity and security of the Server. We do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of e-mail or any other failure of e-mail.

2.7 ADM Computing reserve the right to automatically or manually terminate/suspend any service, script or process which may be affecting the performance and/or be a security risk to our systems.

2.8 The User will not post, link to or transmit:

- any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way;
- any material containing a virus or other hostile computer programme;
- any material which constitutes or encourages the commission of a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

3. Domain Name Registration

3.1 ADM Computing make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your own risk;

3.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. For UK domain registrations you shall ensure that you are aware of the terms and conditions of Nominet UK, the UK naming authority, that can be found at <http://www.nominet.org.uk/nominet-terms.html> and that you comply with them. You shall have no right to bring any claim against ADM Computing in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to ADM Computing shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

3.3 ADM Computing shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, ADM Computing shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

3.4 ADM Computing give no warranty or representation that the User's domain name is or will continue to be available for the User's use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects the User's use of their domain name.

3.5 ADM Computing shall be entitled to withhold the release of any domain name to another provider or 'tag holder' unless full payment of all amounts due to ADM Computing at that time for whatever reason has been received. If payment is not received for any domain name, ADM Computing may delete or retain the domain for further sale.

3.6 The User may request deletion of a UK domain name registered with Nominet UK only within 7 days of the application date for that domain name. There will be a standard "deletion charge" of £25. Deletion requests after these 7 days will not be accepted.

4. Service Availability

4.1 ADM Computing shall use our reasonable endeavours to make available to the User at all times the Server and the Services but we shall not, in any event, be liable for interruption of Service or down-time of the Server.

4.2 ADM Computing reserve the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days, you will be notified of the reason.

4.3 The Services provided to you cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; user programmes may be run only during log-in sessions. If your account is found to have been transferred to another part, or shows other activity in breach of this subclause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

4.4 ADM Computing will use all reasonable endeavours to adhere to any dates proposed by either ADM Computing or you for the provision of Service. However, any such date is to be treated as an estimate only and ADM Computing accepts no responsibility for failure to meet such dates.

4.5 ADM Computing will use all reasonable endeavours to provide reliable Service. However, it is not practicable to provide Service free of faults and ADM does not undertake to do so. In the event of a fault in Service, the User must report the fault by telephone or electronic mail to ADM's Technical Support (01227 473530) between 08:30 and 17:00 Monday to Friday. Upon receipt of the fault report, ADM will take all proper steps without undue delay to correct the fault. ADM Computing shall not, in any event, be liable for interruptions of Service or downtime of a server.

4.6 In addition, ADM Computing may:

- temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Service, without notice. ADM Computing undertakes to use reasonable endeavours to restore Service as soon as practicable after any suspension
- give or update instructions regarding the use of Service which, in ADM Computing's reasonable opinion are necessary in the interests of safety, or to maintain or improve the quality of Service to its customers. Any such instructions shall, whilst they are in force, be deemed to form part of this Contract
- vary the technical specification of Service for operational reasons

5. Charges and Payment

5.1 All charges payable by the Client for the Services shall be in accordance with the scale of charges and rates as published from time-to-time by us or as defined on the Sales Order. ADM Computing reserve the right to change pricing at any time.

5.2 Payment is due as per the Sales Order information, or on each anniversary, month, quarter or year following the date the Services were established until closure notice is given. Payment terms are normally 30 days unless otherwise previously agreed in writing between ADM Computing and the Client and before Services commence.

5.3 The Client shall pay any additional charges which are agreed between ADM Computing and the Client for the provision of the Service within 7 days after completion of the Services and the Client shall also pay such additional charges which are at ADM Computing's sole discretion required as a result of the Client's instructions or lack of instructions, delay in providing or the inaccuracy of any supplied material or any other cause attributable to the Client.

5.4 If any payment remains overdue ADM Computing reserves the right to immediately Remove the Client's Website from viewing on the Internet and to suspend all other work until payment of all outstanding charges and interest, if applicable, is made. Such removal or withholding does not relieve the Client of his or her obligation to pay any outstanding Charges and Interest. If such a suspension is imposed, the Client will be liable for a "reconnection" charge of £50.

5.5 The Client shall be liable for and shall indemnify ADM Computing against all costs and expenses incurred by ADM Computing in respect of any steps, actions or proceedings made or brought against the Client by ADM Computing to obtain payment of outstanding Charges and Interest.

5.6 All payments must be in UK Pounds Sterling unless otherwise agreed in writing prior to commencement of services. If any cheque from the Client is returned by the bank as unpaid for any reason the Client will be liable for an administration fee of £30.

5.7 The Client acknowledges that our Services are provided using facilities provided to us by third parties; ADM Computing shall have the right, subject to 14 days prior written notice to you, to increase our Charges at any time during the Initial Contract Term or any Extension Term, whether to reflect increase costs to us from such third parties or otherwise.

6. Default

6.1 If you do not pay the charges in accordance with the provisions of Clause 4 of this Contract, or break this Contract in any other way, or are subject to bankruptcy or insolvency proceedings ADM Computing can (without prejudicing, losing or reducing any other right or remedy) suspend Service, wholly or partially, without notice (but the User remains liable during the suspension to pay charges for Service).

6.2 Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure: or if the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed.

6.3 You continue to be liable to pay all charges which are due for Service during any period in which you do not comply with this Contract.

6.4 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Website and to remove all data located on it. We shall be entitled to delete all such data but we may at our discretion hold such data for such period as we may decide, to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Website as we think fit.

6.5 For so long as any sum due to ADM Computing hereunder is unpaid or any other amount is due to or properly claimed by ADM Computing from you for services or goods supplied or for any other reason, whether pursuant to these terms or otherwise, ADM Computing shall be entitled to retain any property owned by you or lawfully in your custody or possession and which is held by ADM Computing or by its agents until such time as all amounts due to ADM Computing are paid and/or any issue between you and ADM Computing is determined.

6.6 If ADM Computing waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by ADM Computing in acting upon a breach is not to be regarded in itself as a waiver.

7. Termination of Service

7.1 Service may be terminated by either party on giving at least 30 days notice in writing to the other expiring on the last day of the Initial Contract Term or at any time thereafter. If ADM Computing gives notice you shall pay all charges up to the expiry of the notice. If you give notice, you shall pay all charges as provided in sub-clause.

7.2 ADM Computing reserves the right during the Initial Contract Term and at any time thereafter to terminate this Contract by giving the Client not less than 30 days prior written notice of termination.

7.3 After the expiry of the Initial Contract Term you may terminate the Service by giving not less than 30 days prior written notice of termination, but subject to subclause 7.4.

7.4 Your notice does not avoid any other liability for Service already provided.

7.5 The Contract is a yearly contract and if you continue Service beyond your Initial Contract Term you will be liable to pay for the remainder of the then current Extension Term even though Service ends before the end of the Extension Term.

8. Notices

8.1 Any notice to be given by either party to the other may be sent by either e-mail, fax or recorded delivery to the address of the other party as appearing in this Agreement or the Sales Order, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

9. Matters beyond ADM Computing's control

9.1 ADM Computing is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure, war, civil disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, and failure by other service providers.

10. Liability

10.1 You acknowledge that ADM Computing has no control over the information transmitted via the Service and that ADM Computing does not examine the use to which you put the Service or the nature of the information you are sending or receiving. ADM Computing hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.

10.2 ADM Computing undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus.

10.2 ADM Computing is not in any way liable in contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

10.3 ADM Computing makes no warranty as regards to its Services or equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non deliveries and Service interruptions.

10.4 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub-clause 10.5.

10.5 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

10.6 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

10.7 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

11. Indemnity

11.1 You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities,

damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

12. Intellectual Property Rights

12.1 You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name.

13. Assignment

13.1 You may assign all or part of this Contract to any other party only with the prior written agreement of ADM Computing reserves the right to assign all or part of this Contract at any time to any subsidiary or associate company of ADM Computing.

14. Law

14.1 This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

15. Headings

15.1 Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

16. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.