



hosting systems

# Terms & Conditions

Updated: 25/05/2018

## 1. SERVICES TERMS AND CONDITIONS

1. **What these terms cover.** These are the terms and conditions on which we supply services to you.
2. **Why you should read them.** Please read these terms. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - You are an individual.
  - You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
4. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase, unless there are some additional terms and conditions relevant to the service or product you have purchased. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us

which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

1. **Who we are.** We are Hosting Systems Limited a company registered in England and Wales. Our company registration number is 4212030 and our registered office is at The Hub, Trentham Business Quarter, Bellringer Road Trentham Lakes, Stoke on Trent, Staffordshire ST4 8GB. Our registered VAT number is 225 4532 26.
2. **How to contact us.** You can contact us by telephoning on 01782 608608 or writing to our customer service team using the details listed on our website <https://hostingsystems.uk/company/contactus/>
3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address to the then current contact details specified in your default account or to the contact details you provided to us in your order.
4. **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the service. This might be, for example, because of unexpected limits on our resources which we could not reasonably plan for, we deem the order to be fraudulent, a technical issue results in the need for the order to be cancelled, an order is made by anyone who is not eligible to make such an order as stated by a specific offer/product terms and conditions (i.e. offers which are only applicable to residents of specific countries), because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.
3. **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will take steps to

minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

4. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you. If so, we may contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 7.2 will apply). We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
5. **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a service:
  - a) to deal with technical problems or make minor technical changes;
  - b) to update the service to reflect changes in relevant laws and regulatory requirements and domain registry requirements and ICANN policies and requirements;
  - c) where you are in breach of these terms and conditions or our [Acceptable Use Policies](#);
  - d) to make changes to the service as requested by you or notified by us to you (see clause 5).
6. **Your rights if we suspend the supply of services.** Where possible, we will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. If we have to suspend the service, in some circumstances you may have a right to claim a refund; contact us for further information.
7. **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4), we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you validly dispute the unpaid invoice (see clause 10.8).

#### 4. YOUR RIGHTS TO END THE CONTRACT

1. **Ending your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- a) **If the service is defective or misdescribed you may have a legal right to end the contract** (or a service re-performed or to get some or all of your money back), **see** clause 9 if you are a consumer;
- b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 4.2;
- c) **If you are a consumer and have just changed your mind about the service, see** clause 4.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the service or these terms which you do not agree to (see clause 5.2);
- b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;
- c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or
- e) you have a legal right to end the contract because of something we have done wrong.

3. **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

4. **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of services, once these have been completed, even if the cancellation period is still running;

5. **How long do consumers have to change their minds?** As you have bought services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

## 5. OUR RIGHTS TO MAKE CHANGES

1. **Minor changes to the services.** We may change the service:
  - a. to reflect changes in relevant laws and regulatory requirements; and
  - b. to implement minor technical adjustments and improvements, for example to address a security threat.
2. **More significant changes to the services and these terms.** In addition, we may make more significant changes to these terms or the service, but if we do so we will notify you and, if those changes materially adversely affect your use of the service, you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

## 6. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
  - a) **Phone or email.** Call or email customer services using the details listed on our [contact page](#). Once account ownership has been verified please provide your name, home address, details of the order and, where available, your phone number and email address.
  - b) **By post.** Simply write to us at our address above, including details of what you bought, when you ordered or received it and your name and address.
2. **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.
3. **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 7. OUR RIGHTS TO END THE CONTRACT

1. **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:
  - a) you do not make any payment to us when it is due;
  - b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
  - c) you are in breach of these terms and conditions or our [Acceptable Use Policies](#)
2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking of the contract (this may include any charges we incur investigating the cause of a problem where it turns out to be your fault).
3. **We may withdraw the service.** We may write to you to let you know that we are going to stop providing the service. We will let you know at least 1 month in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

## 8. IF THERE IS A PROBLEM WITH THE SERVICE

**How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone or write to our customer service team using the details listed on our [contact page](#).

## 9. YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER

1. If you are a consumer we are under a legal duty to supply services that are in conformity with this contract and you are entitled under the Consumer Rights Act 2015 to ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

## 10. PRICE AND PAYMENT

1. **Where to find the price for the service.** The price of the service (which does not include VAT) will be the price indicated on our website, or provided in an email or written quotation. The price for any (i) auto renewals is provided as set out

in clause 10.5 and (ii) periodic subscription payments is provided as set out in clause 10.6. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the service you order.

2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid after deducting from any refund an amount for the supply of the service for the period for which it was supplied.
4. **When you must pay and how you must pay.** We accept payment with Direct Debit, Visa, MasterCard, MasterCard Debit Card, Visa Delta, Maestro, Bank Transfer and Cheque. When you must pay depends on what service you are buying:
  - a) For repeat services, we will invoice you periodically (depending on payment option choice) in advance for the services until the services are completed.
  - b) For non-repeat services, we will invoice you in advance with the requested payment terms on the invoice.
  - c) Pro-forma invoices may be used where payment is required in advance of invoicing, these require immediate payment and an invoice will be sent afterwards.

An invoice will be generated automatically and sent to you.

5. **Auto-renewals.** We operate a default auto-renew policy on all of our services purchased on a billing cycle of a year or longer designed to ensure continuity of service. You can opt out from auto-renew and manage your auto-renew settings by emailing us. All services automatically renewed shall be for the same period as their initial or renewal term. You will be sent an invoice for the service that has been auto renewed. You agree that you are solely responsible for ensuring that the services are renewed and we shall have no liability to you or any third party in connection with the renewal, including, but not limited to,

any failure in the renewal process.

6. **Subscriptions.** For services purchased on a monthly, quarterly or annual billing cycle, we will bill you periodically and automatically based on the period selected when your initial order was placed. We will notify you of any increase in your periodic subscription payments before such take effect together with your option to cancel your contract for the services and, following such a price increase, you will have the right to cancel your contract and claim a refund for such payment before the start of the relevant billing period. In the event the payment fails, we will notify you via email to the then current email address specified in your default account. It will be your responsibility to make alternative payment arrangements for the continuation of the services. It is your responsibility to ensure that your bill is paid to avoid any disruption to your services. You agree that you are solely responsible for ensuring that the services are paid for and we shall have no liability to you or any third party in connection with services that are suspended for non-payment, including, but not limited to, any failure in the subscription payment process.
7. **No right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
8. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
3. **We are not liable for business losses.** If you are a consumer we only supply the services to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as



set out in clause 12.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

1. Nothing in these terms shall limit or exclude our liability for:
  - a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - b) fraud or fraudulent misrepresentation;
  - c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
  
2. Subject to clause 12.1:
  - a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of (i) £100 and (ii) one hundred per cent (100%) of the total sums paid by you for services under such contract in the 12 months prior to such liability arising.

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

1. **How we will use your personal information.** We will use the personal information you provide to us:
  - a) to supply the services to you;
  - b) to process your payment for the services;
  - c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us; and
  - d) as otherwise set out in our [Privacy Policies](#).
  
2. **We will only give your personal information to third parties where the law either requires or allows us to do so or in the circumstances described in our [Privacy Policies](#).**

## 14. DATA PROCESSING

1. If we processes any personal data (including any sensitive personal data and special categories of personal data) on your behalf when performing our obligations or any services under this agreement, we both record our intention that you shall be the data controller and we shall be a data processor and in any such case:
  - a) we both acknowledge and agree that we shall both comply with our obligations under the applicable data protection laws and regulations;
  - b) you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you are located in order to carry out our obligations under this agreement (including but not limited to transfers and access provision given to our third party affiliates and subcontractors outside of the EEA);
  - c) we may authorise any third party (subcontractor) to process the personal data;
  - d) you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf;
  - e) you shall ensure that the relevant third parties / data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
  - f) we shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by you from time to time;
  - g) you acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process the personal data. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instructions.
  
2. We both shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

### General Data Protection Regulation ("GDPR")

- a) we both acknowledge and agree that we both will comply with our obligations under the GDPR;
- b) we shall:
  - i. process the personal data only on documented instructions from you, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which we are

- subject; in such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ii. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - iii. take all measures required pursuant to Article 32 of the GDPR (Security of processing) including by taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
  - iv. respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor including that (i) we shall not engage another processor without prior specific or general written authorisation of you. In the case of general written authorisation, we shall inform you of any intended changes concerning the addition or replacement of other processors, thereby giving you the opportunity to object to such changes and (ii) where we engage another processor for carrying out specific processing activities on behalf of you, the same data protection obligations as set out in this agreement or other legal act between you and us shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR and where that other processor fails to fulfil its data protection obligations, we shall remain fully liable to you for the performance of that other processor's obligations;
  - v. taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
  - vi. assist you in ensuring compliance with the obligations pursuant to Articles 32 (Security of processing), 33 (Notification of a personal data breach to the supervisory authority), 34 (Communication of a personal data breach to the data subject), 35 (Data protection impact assessment) and 36 (Prior consultation) of the GDPR taking into account the nature of processing and the information available to us;
  - vii. at your choice, delete or return all the personal data to you after the end of the provision of services relating to processing,

and delete existing copies unless Union or Member State law requires storage of the personal data;

- viii. make available to you all information necessary to demonstrate compliance with the obligations laid down in this clause 14.2(b) and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you;
- ix. maintain a record of all categories of processing activities carried out on behalf of you, containing: (a) the name and contact details of the processor or processors and of you on behalf of who we are acting, and, where applicable, of you or our representative, and the data protection officer; (b) the categories of processing carried out on behalf of you; (c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards; (d) where possible, a general description of the technical and organisational security measures referred to in Article 32(1) (Security of processing).

3. You agree to indemnify and keep indemnified and defend at your own expense us against all costs, claims, damages or expenses (including any regulatory fines) we incur or for which we may become liable due to any failure by you or your employees or agents to comply with any of your obligations under clauses 14.1 and 14.2.

## 15. OTHER IMPORTANT TERMS

1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will

remain in full force and effect.

5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
6. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
7. Please note that disputes may be submitted for online resolution to the European Commission [Online Dispute Resolution platform](#)
8. **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim