Terms & Conditions for .uk Domains

1. General Provisions

These terms and conditions together with the documents referred to within it shall form the agreement ("Agreement") between SP Web Connections, Unit 6, grange Farm, Turners Hill Road, Crawley Down, West Sussex, RH10 4EY, United Kingdom ("SPWEB") and, the individual or company applying for the provision of services by SPWEB ("Customer").

SPWEB reserves the right to change these terms and conditions ("Conditions") at any time to comply with changes in regulatory requirements or by reason of changes in the terms of business or working practices of our suppliers or developments in technology upon giving Customer not less than fourteen (14) days notice in advance by post, email and/or publishing the alterations on the SPWEB website at www.spwebco.com. Notice will be sent to the contact details held by SPWEB see Clause 15.

Except where the changes to these Conditions is as a result of legislative or regulatory requirements you may terminate the Agreement without penalty by giving SPWEB written notice to reach SPWEB no later than seven (7) days prior to the alteration date of the Conditions . If we do not receive such a notice from you prior to that date, and/or if you continue to use the service after sending us a notice, you will be deemed to have accepted the alteration.

For all UK domain name registrations (uk, org.uk, me.uk, co.uk) you are entering into an agreement with Nominet UK, who administer the .uk namespace. Their terms and conditions can be found later on in this document.

If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

SPWEB reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.

Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control as detailed in Clause 16.

Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

This Agreement shall be governed by the laws of England and the parties submit to the to the exclusive jurisdiction of the Courts of England and Wales.

2. Definitions

In this Agreement, the below terms will be defined as follows:

Business Hours
means 08:30 - 17:30 GMT on each Working Day;

Commencement Date
means the date upon which SPWEB confirms acceptance of the Customer's offer to pay for the Service in accordance with this Agreement;

Contact Information
means the following details about an individual or organisation:
- Your name
- Postal address
- Telephone number(s)
- E-mail address

Contacts
individuals or organisations identified by their Contact Information as stored by SPWEB.

Correspondence Address
means the SPWEB postal as stated on the SPWEB Website contact page
http://www.spwebco.com/contact.php.

Confidential Information
information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

Data Material
Distinct pieces of machine readable information which can be in the form of images, text (on websites and e-mail), software, collection of software codes and scripts, and any other machine readable information used in connection with the Services by the Customer or as supplied by SPWEB.

Domain Privacy Protector
Service that protects Customer Contact Information being displayed in the publicly accessible WHOIS.

Fees
the fees (including any VAT) due for the provision of the Services as calculated in accordance with the Price List.

Inappropriate Material
material that under the laws of any jurisdiction where the material can be accessed is any of the following: - unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, is deemed Unacceptable Adult Material, profane, libellous, defamatory, breaches the rights (including without limit IPRs) of any third party, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

Initial Term
is the period stated in the first Order for the Service starting on the Commencement Date.

Netiquette
means generally accepted standards for use of the Internet such as but not limited to sending bulk unsolicited Email, spamvertising, mail bombing, misrepresenting the holding of third party authorisation and impersonating another person.

Order

means the Customers application for the Services through an Order Form or by adding items to their shopping basket and proceeding to the checkout phase. Completion by Customer indicates which Service it requires and its agreement to these terms and conditions governing such provision.

Order Confirmation

the Order confirmation notices submitted by SPWEB to the Customer by email or otherwise in writing for the provision of the Services, in response to the Customer's Order or request.

Party

SPWEB and/or the Customer.

Price List

the price for each Service is available upon request.

Renewal Term

successive terms after the Initial Term of the Service for the period stated in the subsequent Order for the Service starting from the end of the Initial Term.

Services

the services identified in an Order to be provided by SPWEB to the Customer including without limitation Hosting Services, Servers, details of the requested Data Transfer, Hardware, Storage Space and Software pursuant to these terms and conditions and any others specified by SPWEB on such Order.

System

the collection of hardware and software configured together that are interacting or interdependent.

Unacceptable Adult Material

includes any nudity, erotic images, sexually oriented material, or sexual themes.

Website

website on the World Wide Web accessible over the HTTP protocol.

WHOIS

a publicly accessible database that store the registered assignees of domain names.

WHOIS Information

Contact Information that is displayed in the publicly accessible WHOIS.

Working Day

means a day other than a Saturday, Sunday or Public Bank Holidays on which the Clearing Banks in the United Kingdom are open to the public for the transaction of business.

3. Interpretation

The Agreement forms the entire understanding of the parties in respect of the matters dealt within it and supersedes all previous agreements, understandings and negotiations between the parties.

SP Web Connections

Unit 6, Grange Farm, Turners Hill Road, Crawley Down, West Sussex,
RH10 4EY. Tel: 01342 716971.
mail@spwebco.com   www.spwebco.com

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

In this Agreement words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

References in these Conditions to clauses means clauses of these Conditions.

References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

4. Provision of Services

4.1 The Services are described or referred to on the Order Confirmation. SPWEB agrees to supply Services to the Customer when the Customer places an Order for Services with SPWEB and makes payment for such Services.

4.2. SPWEB shall supply the Services to the Customer in accordance with this Agreement, as soon as it is reasonably practicable and with all reasonable endeavours to do so in a timely manner. SPWEB shall not be liable to the Customer should it fail to meet any time scale expectation of the Customer.

4.3. SPWEB shall inform the Customer of any delays to the Services as soon as it is reasonably practicable and shall provide the Customer with the possibility of a full refund of any Fees already paid by the Customer for Services rendered where it is unable to deliver the Services within thirty (30) days from the Commencement Date.

4.4. SPWEB reserves the right at any time and from time to time to amend, improve or correct the Services (or any part thereof) provided that such modification does not materially affect them. SPWEB shall endeavour to give the Customer reasonable notice of such modifications but this may not always be possible and SPWEB shall not be liable to the Customer or to any third party for any such modification or any failure to give such notice.

4.5. SPWEB may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) without notice or liability in order to repair, maintain or improve the Service or infrastructure, or in an emergency, or as the result legislative, regulatory or other changes. SPWEB shall endeavour to give the Customer reasonable notice of such alteration taking effect, but cannot always guarantee to do so.

5. Duration

5.1 The Initial Term and any subsequent Renewal Term of the Agreement shall begin on the date that SPWEB generates an Order Confirmation e-mail message to Customer announcing the activation or continuation of the Customer's Service (the "Commencement Date") and shall continue for the period stated in the Order.

5.2 At least thirty (30) days prior to the expiry of a Service, SPWEB will remind the Customer of the impending expiry by email to the then current address specified on the Customer default account pursuant to Clause 15. SPWEB will further remind the Customer at thirty (30) days, fourteen (14) days and seven (7) days of the impending Service expiry. The Service will lapse unless payment is received to extend the term of the Service, subject to Clause 7. SPWEB will not be liable for non-renewal of the Service.

5.3 Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of the same length as the Initial Term ("Renewal Term") unless SPWEB or Customer provides the other with written notice of non-renewal at least fourteen (14) days prior to the expiration of the Initial Term or the then current Renewal Term or disables auto renew via the Customer Account Control Panel, as applicable

5.4 The Agreement (and any subscription for Services) may be terminated early by the Customer or SPWEB pursuant to Clauses 7 and 8 of these Conditions.

5.5 The customer acknowledges and agrees that your right and interest in a domain name ceases upon its expiration and that any expired domain name may be made available for registration by a third party.

6. Payment

6.1 ALL Fees quoted are exclusive of UK VAT unless otherwise stated.

6.2 The Customer agrees to make payment for the Services at the time of making the order or renewal.

6.3 Fees are payable as specified in the specific Conditions relating to the Service in question and are due on an ongoing basis until this Agreement is terminated.

6.4 The Monthly or yearly Fees payable to SPWEB will be paid in advance and will not be refundable in whole or part if the Agreement or relevant part is terminated during the period to which the payment relates.

6.5 The Customer acknowledges that the provision of the Services is conditional on SPWEB receiving payment of the Fees in full. In the event of non-payment of Fees or suspected fraudulent activity in relation to payment of Fees by the Customer, SPWEB will:

6.5.1. be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment (until judgement) at an annual rate 4% above the base rate for the time being in force of The Co-operative Bank plc.;

6.5.2. suspend the Service until payment is made in full, and/or

6.5.3. suspend administration of the Service and/or account;

6.5.4. terminate the Agreement in whole or in part and cease providing the Service.

6.6 Non-delivery or non-performance of services by any third party other than SPWEB's sub-contractors shall not give Customer any right to delay any payment to SPWEB or to make any claim whatsoever against SPWEB.

6.7 All prices may be increased subject to the Retail Prices Index (RPI) as listed on the office of national statistics and/or increases in the wholesale price of domain names as defined by the individual domain registries. Customers will be given thirty (30) days notice by post, email and/or publishing the alterations on the SPWEB website at www.spwebco.com.

7. Termination and Suspension

7.1 This Agreement can be terminated by SPWEB upon notice in writing to the Customer having immediate effect if:

> 7.1.1 Customer is in breach of any of its obligations under this Agreement;

> 7.1.2 the Customer fails to pay to SPWEB any sum due under the Agreement on the due date for payment;

> 7.1.3 the supply of the service and/or additional services to the Customer may (in SPWEB's reasonable opinion) expose SPWEB to the risk of litigation or other civil or criminal proceedings;

> 7.1.4. the Customer becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986;

> 7.1.5 the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

> 7.1.6 the Customer has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income;

> 7.1.7 the Custom has ceased or threatened to cease to trade.

7.2 In the event that any of the circumstances identified in Clause 7.1 arises, SPWEB shall be entitled to retain any sums paid to it by Customer hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination

7.3 The Agreement can be terminated by the Customer:

> 7.3.1 at the renewal date by not renewing the Service;

> 7.3.2 with immediate effect on giving us written notice of termination, if we are in material breach of any obligation under the Agreement and, where we can remedy that breach, have failed to do so within thirty (30) days of receiving notice from you specifying the breach and requiring its remedy; and/or

> 7.3.3 on a change to the terms and conditions, by serving SPWEB notice in accordance with Clause 15.

7.4 The Customer acknowledges that, termination of the Agreement for any reason will result in SPWEB ceasing to provide the applicable Services, with all the consequences that flow from such cessation, including (but not limited to), deletion of data e.g. hosting account(s) and mailboxes.

7.5 In the event of termination of the Agreement by the Customer part way through the Initial Period, the Customer remains obliged to pay for Services for the remainder of that period.

7.6 SPWEB may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) without notice or liability if:

> 7.6.1 the Customer fails to pay any Fees or any other sums owing to SPWEB by the Customer when they fall due;

> 7.6.2 if an event occurs and SPWEB determines in its sole discretion that suspension is necessary to protect all and any internet solutions provided by SPWEB from time to time;

> 7.6.3 failure or deficiencies in the Customer System referring but not limited to hardware, server corruption and security breaches;

7.7 Where SPWEB suspends provision of the Services in accordance with Clause 7.6, it will only be obliged to reactivate the Service during Business Hours and once the Customer has paid all relevant outstanding Fees.

8. Cancellation

8.1 Customers that have purchased the Services as Consumers, for the purposes of the Consumer Protection (Distance Selling) Regulations 2000, have the right to cancel the Agreement within seven (7) days at no additional cost from either:

> 8.1.1 the date the contract is formed;

> 8.1.2 the date that the Customer receives confirmation that the contract is formed from SPWEB or whichever is the later.

For the purposes of this clause, the date the contract is formed shall be the date that the Customer requests services thereby granting consent that the Service commences.

8.2 The Customer can exercise their right to cancel by contacting SPWEB in writing in accordance with Clause 15.

8.3 The Customer will no longer have the right detailed in Clause 8.1 once SPWEB has commenced the Service with the Customer's consent. For the purposes of this clause, the date the contract is formed shall be the date that the Customer requests services thereby granting consent that the Service commences.

8.4 If the Customer does not wish to waive these rights, then SPWEB will be unable to commence the Service until the end of the relevant cooling off period which is seven (7) days.

8.5 SPWEB will not refund to the Customer the cost of registering or renewing a domain name after the Customer has consented to SPWEB commencing the Service and the domain name has already been registered or renewed with the appropriate registrar.

9. Customer Authorisation and Obligations

9.1 The Customer agrees that it will:

9.1.1 ensure that all its communication details which are provided to SPWEB are at all times true, current, accurate and complete and the Customer shall promptly notify SPWEB of any such alterations thereto from time to time and the Customer acknowledges that SPWEB shall not be liable for any costs, damages or loss which the Customer may suffer or incur as a result of failure to notify such changes to SPWEB;

9.1.2 obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to SPWEB;

9.1.3 ensure that should they use images on their website that it owns the copyright or permission of the copyright holder to use any such images;

9.1.4 ensure that it has all necessary consents, permissions and licences to make use of the Services including without limit registration under the Data Protection Act 1998 and any applicable licence requirements under the Communications Act 2003;

9.1.5 immediately notify SPWEB if it becomes aware of any unauthorised use of all or any of the Services;

9.1.6 not use the Services or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any Inappropriate Material whether under English law or regulation, the laws or regulations of the Customer country or any other place where the results of such purpose or such material can be accessed;

9.1.7 not use the Services or allow them to be used for the publication, linking to, issue or display of any material which in the absolute discretion of SPWEB may harm SPWEB or any of its Customers or bring SPWEB into disrepute or may call into question any action taken by SPWEB on the Customer's behalf;

9.1.8 not use the Services or allow them to be used in breach of good Netiquette practices or use any service provided by any third party (including without limit an Internet web site and/or Email) for the publication, linking to, issue or display of any material which refers to an Internet web site hosted by SPWEB or any other services offered by SPWEB from time to time;

9.1.9 ensure that all material on any web site operated by the Customer from time to time or communicated through such site is checked for viruses and other harmful code;

9.1.10 ensure that all passwords are at all times kept confidential, used properly and not disclosed to unauthorised people and if the Customer has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way or of any other breach of security then the Customer shall inform SPWEB immediately;

9.1.11 be entirely liable for all activities conducted and charges incurred under its passwords whether authorised by it or not and the Customer acknowledges that SPWEB shall not be liable for any loss of confidentiality or for any damages arising from the Customer to comply with these Conditions;

9.1.12 not use the Services in a manner which infringes a third party's copyright or other intellectual property rights of whatsoever nature;

9.1.13 not use the Services in any way that leads to a risk of or causes an excessive load on the server/network provided by SPWEB in connection with the Services;

9.1.14 be responsible for keeping a frequent and secure offsite back-up copy of all Customer Data Material used with all Services, in addition to any back-up services provided by SPWEB;

9.1.15 allow SPWEB access to the Customer's Data Material to check for any infringements of the Customer's obligations under this Agreement, and, when the situation necessitates, to remove or disable any such infringements from time to time.

9.2 The Customer acknowledges and accepts that to enable SPWEB to properly provide the Services it must co-operate with SPWEB as required by SPWEB.

9.3 The Customer acknowledges that in order to make proper use of the Services it should have a basic knowledge of how the Internet functions and what types of use are and are not acceptable. The Customer acknowledges that SPWEB shall have no obligation to:

9.3.1 manipulate any material which the Customer wishes to and/or does post on any web site it operates or any communication which it issues or sends in connection with any of the Services;

9.3.2 validate or vet such material for usability, legality, content or correctness.

9.4 The rights and obligations of Customer under this Agreement are personal to Customer and Customer undertakes that it shall not, without the prior written consent of SPWEB, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

9.5 If in SPWEB's opinion, the Customer is in breach of the provisions provided in this Clause, then SPWEB may by written notice suspend provision of the Service and/or terminate the Agreement.

10. SPWEB Warranties and Liability

10.1 SPWEB makes no warranties or representations that any Service will be uninterrupted or error-free. Customer accepts all Services provided hereunder "as is" and "as available" without warranty of any kind.

10.2 All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) - excluding those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) - are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.

10.3 SPWEB warrants that it will provide the Services with reasonable care and skill. SPWEB will not be liable for a breach of such warranty unless the Customer notifies SPWEB in writing of such failure within (14) days of the Customer becoming aware of the failure.

10.4 SPWEB shall not be liable for any services or products to be supplied by any third party.

10.5 SPWEB shall not be liable for any loss or damage of whatsoever nature suffered by Customer arising out of or in connection with any breach of this Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer.

10.6 SPWEB disclaims all liabilities in connection with the following:

    10.6.1 loss of material uploaded;

    10.6.2 incompatibility of the site with any of the Customer's equipment, software or telecommunications links;

    10.6.3 technical problems including errors or interruptions of the site;

    10.6.4 unsuitability, unreliability or inaccuracy of the site;

    10.6.5 loss of any emails sent to mailboxes of any configuration or sent from email accounts related to Services provided by SPWEB.

10.7 SPWEB is not responsible for any delay, malfunction, non-performance and/or other degradation of performance of any of the Services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Customer whether or not beyond those already supplied.

10.8 Subject to Clauses 10.9 and 10.10 below, no matter how many claims are made and whatever the basis of such claims, SPWEB's maximum aggregate liability to Customer under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 10.1 - 10.7 above, or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the Fees paid by Customer pursuant hereto.

10.9 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of SPWEB, its employees or its sub-contractors.

10.10 Your statutory rights relating to the use of reasonable care and skill in the provision of the service are not affected by the terms and conditions of the Agreement.

11. Confidentiality

11.1 Each of the parties agrees (subject to Clauses 11.2 and 11.3) not to:

11.1.1 disclose any Confidential Information received from the other party; or

11.1.2 make any use of any such Confidential Information other than for the purposes of performance of this Agreement.

11.2 Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this Agreement.

11.3 The confidentiality obligations under Clause 11.2 shall not apply to any information which:

11.3.1 is or subsequently becomes available to the general public other than through a breach by the receiving party; or

11.3.2 is already known to the receiving party before disclosure by the disclosing party;

11.3.3 is developed through the independent efforts of the receiving party; or

11.3.4 the receiving party rightfully receives from a third party without restriction as to use.

12. Indemnity

12.1 Customer hereby agrees fully to indemnify, keep indemnified and hold harmless SPWEB, its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages and expenses (including, but not limited to, legal fees) sustained or incurred by SPWEB or its any of its officers, employees, agents, sub-contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:

12.1.1 any breach of any of the warranties given by Customer in this Agreement;

12.1.2 otherwise howsoever arising out of the provision by SPWEB of any Service hereunder unless on account of breach of contract or negligence by SPWEB; and/or

12.1.3 any breach by Customer of any of its obligations in this Agreement.

13. Intellectual Property Rights

13.1 The Customer acknowledges and agrees that it will not own or acquire ownership of any Intellectual Property Rights in or relating to the Services or created in performing the Services and that it will have no rights in or to the Services other than the rights expressly granted by the Agreement.

13.2 No Intellectual Property Rights created or acquired by SPWEB will transfer or be assigned to the Customer unless SPWEB and the Client have signed a written assignment document to that effect.

14. Complaints

14.1 The Customer shall address any complaints concerning the provision of the Services to SPWEB in writing, by post, fax or email, in accordance with Clause 15. In addition, the Customer may email a complaint to SPWEB to complaints@spwebco.com

15. Notices

15.1 Any notice to be given or made by either Party under or in connection with this Agreement must be in writing and given or made to the Customer at its address stated on the Customer Order and/or the address specified on the Customer default account, and to SPWEB at its Correspondence Address or to such other address as either Party may from time to time notify to each other.

15.2 Every notice, if so addressed as indicated in Clause 15.1 above, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant Party, if sent by pre-paid first-class post, (2) calendar days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by pre-paid first-class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 p.m. on a Business Day, such notice shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

15.3 The Parties may additionally serve notice on each other by email to:

15.3.1 the Customer's email address as defined on the Customer's default contact details; or

15.3.2 in the case of SPWEB, to the Correspondence Address.

In the event of notice by email transmission, emails shall be deemed sent once transmitted from the relevant email server and have not been returned as undeliverable.

16. Force Majure

If SPWEB is prevented or delayed in or from performing any of its obligations under these Conditions or the Agreement due to circumstances beyond its control such as but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the Internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency SPWEB shall not be liable for this