

Web Hosting Contract Terms

covering the following plans:

- **Simple Web Hosting**
- **Standard Dedicated Server**
- **Deluxe Dedicated Server**

Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short

Rock & Scissor Enterprises Limited are to provide an un-managed hosting account or dedicated server (see your plan details in your welcome email) that will be billed to your nominated account each month with a 30-day rolling contract that you may cancel at anytime.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of yourself or your company/organisation. You agree to provide us with everything that we need to setup your hosting account or dedicated server. You also agree to stick to the payment schedule set out at the end of this contract.

If you require us to import and setup your existing website to your new service we can do this for a one-off charge of £200 + VAT. Please contact us for further details on this option.

Details of the agreement

We provide unbeatable world-class hosting for your website(s) using a bespoke server setup focused on simplicity, security and speed. Unlike many hosting providers we don't use bloated control panel systems that bundle lots of software you'll never use and are full of security holes.

Backups and Security

All of our servers are backed up frequently to protect against unforeseen hardware problems. As a customer you do not have access to these platform level backups and so should ensure your website is backed up regularly to protect against loss of data. We can recommend third party backup tools and services upon request but are not responsible for any data loss that may occur on our platform that is outside of our control.

Our platform is built with security as the number one priority and we only use the most secure and up-to-date technologies to keep your hosting protected. You should ensure that your website is built to the latest standards and is free from security vulnerabilities. If you are using a content platform such as WordPress we highly recommend utilising security plugins/extensions to protect your site.

Technical Support

We will host your website(s) on our secure, dedicated, scalable hosting platform within our London based data centre. We will provide limited technical support via our online help desk system or email, the details of which should have been supplied in your welcome email.

From time to time the London based data centre may carry out maintenance and upgrades on the servers within our platform that may result in downtime on your website(s). Our provider endeavours to carry out most maintenance outside of normal operational hours and quite often this only affects services for a few minutes. We will always give you as much notice as possible about periods of scheduled downtime, but be aware that we have no control over when these maintenance periods happen.

Legal stuff

We can't guarantee that the hosting account or dedicated servers will always be error-free, and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of, or inability to operate your hosting account, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay on good terms, you agree to stick to the payment schedule specified in your welcome email.

Your payment will normally be collected by Direct Debit from your nominated bank account every month within 10 days of your billing date (collection dates vary around weekends and bank holidays).

If for any reason we are unable to collect your Direct Debit we reserve the right to charge interest if your payment is more than 14 days late. This will be charged at 5% of the outstanding amount, to be added every 7 days, starting from the 15th day from when the invoice was issued. Unlike some companies we do not charge administration fees for un-collected Direct Debits.

If you wish to cancel your contract you may do so at any time prior to your invoice being issued each month, if the invoice has already been issued your cancellation will take effect from the next billing period. You can cancel by email on the support address in your welcome email or by cancelling your direct debit with your bank (there is usually a delay in the bank notifying us so email is preferred).

But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract is valid for as long as you continue to use our hosting services thereafter.

If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this agreement is a legal document under the laws of England & Wales.

You have agreed digitally to be bound by the terms and conditions of this agreement which is legally binding under the laws of England and Wales.

Our legal representative is listed below.

Name: Matthew Stone

Position: Director

Rock & Scissor Enterprises Limited (Company No. 07941381)

Registered Address:

The Hive

6 Beaufighter Road

Weston-super-Mare

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