

HTTPSDS Terms & Conditions

1. Definition and Interpretation

1.1. In these terms and conditions the following words have the meanings given:-

1.1.1. Business Day means any day other than a Saturday, Sunday or a public or bank Holiday in England, Wales, Scotland or Northern Ireland.

1.1.2. Contract means a contract for the purchase by the customer of products or services from httpsds incorporating these terms and conditions and arising from the acceptance by httpsds of the order.

1.1.3. Customer means the person, firm or company ordering the products and services.

1.1.4. Intellectual Property Rights means copyright, patent, trademark, service marks, register designs, know-how, confidential information, trade or business names or similar rights together with applications for any of the foregoing.

1.1.5. Licences Agreement means any licences agreement relating to use of software.

1.1.6. Order means any written order for Products or Products and Services received by httpsds from the customers

1.1.7. Services means: any configuration, consultancy, installation, design, or hosting provided by httpsds to the customer.

1.1.8. Software means any computer software supplied by httpsds on any form of media.

1.1.9. Confidential Information means all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating to either the products or services, the seller or the buyer.

1.1.10. Delivery Address means the address of delivery of services or products as stated on the purchase order.

1.1.11. Price means the price payable for products or services as stated on the purchase order and payable in accordance with the terms of this agreement.

1.1.12. Purchase Order means the customers written confirmation of the order for the products or services.

1.1.13. Specification means any plans, drawings, data or other information relating to products.

1.1.14. On-site Visits means any services delivered at the customer's premises.

1.1.15. Project means the process of executing the work proposals detailed in the contract

1.1.16. Server means the computer server equipment operated by httpsds Server providers in connection with the provision of the Hosting services.

1.1.17. Web space means the area on the Server allocated by httpsds to the client for use by the customers to host their website on the Internet.

1.1.18. Anniversary means the period of time agreed between httpsds and the customer that will trigger the next payment

1.2. All other words and expressions are to be given their normal English meaning taken in context of the contract. Any dispute as to the meanings of a word is to be settled by reference to the Oxford English Dictionary

1.3. Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated

1.4. The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions

2. Contract Formation

2.1. All Orders submitted by the customer to httpsds shall be subject to these terms and conditions which shall form part of and govern the contract.

2.2. Usage of any services or receiving any estimate or quotation for any product or service by the customer, issued by httpsds – verbally, by phone or in person or via email or any other means of communication, shall be deemed acceptance of these terms and conditions

3. Price

3.1. All Prices for products and services stated in any quote or estimate or acceptance order are those current at the time of the customer enquiry by phone or by email or any other acceptable means

4. Payment

4.1. The customer agrees that payment for services and carriage is non refundable and parts or equipment fitted or supplied will be replaced only if found to be faulty with in warranty period and/or covered by the manufacturer's warranty.

4.2. Httpsds offer credit terms to the customer subject to the status of the customer and completions by the customer of a credit application form supplied by httpsds. Such terms shall be defined by httpsds and confirmed in writing with the customer.

4.3. Unless or until credit terms are granted, the customer will pay for any products or services on a "cash with order" basis in which case the customer should allow at least three (3) business days for the payment to be credited to httpsds account. Httpsds reserve the right not to release product or provide any services until all such payments are cleared and credited to httpsds account.

4.4. Where credit agreements are granted, unless other terms are granted in writing, the customer will pay no later than 14 days following the date of httpsds invoice and httpsds reserve the right to suspend deliveries where payment is delayed.

4.5. If any payments are overdue the customer may be placed on credit hold and no further products or services will be delivered or made available to the customer until all payments due to httpsds under the contract have been paid in full.

4.6 httpsds may at its discretion withdrawn credit facilities in the event of any breach of this contract by the customer.

4.7. If payment is not received by the relevant due date httpsds may charge the customer interest on any overdue amount(on a daily basis) from the due date of payment to the actual date of payment(both dates inclusive) at the rate of four(4) percent above the NatWest bank plc base rate for the time of being in force.

4.8. All payments made by the Customer to Httpsds shall be in pound sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.

4.9. The customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.

4.10 . In relation to web and application design projects The client must pay 15% of the final amount agreed with the order and a further 25% of the final amount agreed in the product details section halfway through the project in exchange for all work done to this date, the client understands that this is non refundable. Balance payable on completion.

5. Warranties

5.1. Httpsds, to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by httpsds under an agreement with the manufacturer or supplier of the relevant Product.

5.2. The warranty service (if any) will be that provided by the manufacturer and any validation procedures relating to that warranty service are the responsibility of the Customer.

5.3. Httpsds may in its discretion offer support or maintenance services with respect to Products or services.

5.4. The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.

6. Terms of Service

6.1. Httpsds will use reasonable endeavours to preserve their customers' data, however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold httpsds responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.

6.2. Onsite visits benefit from a no-fix no-fee policy if the engineer is technically unable to resolve the reported problem. If httpsds technician(s) is unable to fix the problem on-site due to external dependencies such as faulty equipment or no internet service by BT or any other Internet Service Provider or lack of original disks or drivers, the customer is liable to pay the minimum standard charge agreed at the time of booking. If at least one of the original problems reported by the customer is fixed by the on-site technician, the customer is liable to pay the full price agreed at the time of booking.

6.3. If httpsds is unable to repair the computer(s) due to non-supply of parts by manufacturers or suppliers, a diagnostics fee of ½ hours of labour may apply to any computer(s) under repair. The diagnostics fee will cover the time spent on fault diagnosis and re-assembly of the computer(s) and cost of collection and return of the computer(s) if applicable. The return of the customer's computer(s) will be subject to prior payment of diagnostics fee and carriage if applicable. We may waive the diagnostics fee at our discretion.

6.4. If the customer's computer develops a fault in the course of service delivery by httpsds, the customer agrees not to hold httpsds responsible for the fault. However, httpsds will use reasonable endeavours to remedy the problem at no cost to customer(s) unless parts are required.

6.5. All computers repaired by httpsds are checked for viruses and are free from viruses before a repair would be considered complete. Httpsds is not responsible for any virus infections that occur after the customer has received the computer.

6.6. Where the Customer requires httpsds to carry out any configuration or installation services either for the Customer and /or the end-user, httpsds shall do so as sub-contractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

6.7. Httpsds will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and will ensure that all the Services are provided with all reasonable care and skill and by suitably trained and qualified persons.

6.8. If the client is not purchasing Hosting and Domain Services with httpsds, the client must purchase both domain name and hosting before any web based work is carried out. In this case the client is the owner and is responsible for their domain and hosting.

7. Liability

7.1. Httpsds shall a) not be liable for any claims regarding the physical functioning of the equipment/media or the condition or existence of data stored on the media supplied before, during or after services; b) In no event will Httpsds be liable for any loss of data or loss of revenue or profits either before, during or after services even if Httpsds has been advised of the possibility of damages or loss to persons or property.

7.2 Httpsds liability of any kind with respect to the services, including any negligence or delay in delivery of service on its part, or loss of equipment or media, shall be limited to the quoted price for the services.

7.3. The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery or computer repair and data recovery, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Httpsds. The customer agrees not to hold Httpsds responsible for any damage or loss of equipment or media or data loss. In case of any damage or loss to the original media or equipment, the liability of Httpsds shall be limited to providing the customer with similar media or equipment of comparable price or capacity.

7.4. The maximum aggregate liability of Httpsds to the Customer whether in contract, tort or otherwise for any direct loss or damage including to tangible property suffered by the Customer as a result of any default of Httpsds shall be limited in aggregate to the lesser of £1000 or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.

7.5. Httpsds shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of Httpsds for: (a) any loss of profits, business, revenue, goodwill or anticipated savings, whether sustained by the Customer or any other person; or (b) any special, indirect, or consequential loss whether sustained by the Customer or any other person.

7.6. Any advice or recommendations given to the Customer by Httpsds or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by httpsds and is subsequently followed or acted upon entirely at the Customer's own risk and accordingly Httpsds shall not be liable for any such advice or recommendation which is not so confirmed.

7.7. While Httpsds will make reasonable endeavours to preserve the integrity of any equipment under repair, the Customer agrees not to hold Httpsds responsible for any accidental damages to the equipment in its possession including but not limited to surface scratches, deformations and cracks.

7.8. Httpsds shall not be held liable for failing to perform to the contract for any reason that is not solely the fault of httpsds.

7.9. In any event no claim shall be brought unless the customer has notified httpsds of the claim within 3 months of it arising.

7.10. Httpsds shall not be held liable in any case for any damages, loss of anticipated profits, loss of revenue, contracts or any other inconsequential damages that arise from use of the service or any other action taken by Httpsds that adhere to these terms and conditions.

7.11. All property supplied to Httpsds by the client or on behalf of the client shall remain at the client's risk, unless otherwise agreed in writing, this includes data provided in any format. The client should insure accordingly.

8. Intellectual Property Rights

8.1. All Intellectual Property Rights in or relation to the Products (including any manuals and operating documentation relating thereto) or in any materials (including Software) created by Httpsds during the course of providing the Services shall vest in httpsds or its suppliers as the case may be and the Customer shall have no title to or interest in any such Intellectual Property Rights except to the extent specifically agreed by httpsds.

8.2. The Customer will notify httpsds immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the Intellectual Property Rights in the Products and will assist httpsds and/or its suppliers in taking all steps necessary to defend the owners' rights.

8.3. The Customer undertakes to ensure that any Software which is sold to end-users or any other third party will be accompanied by any Licence Agreement relating to that Software and any other documentation which httpsds or httpsds suppliers may require.

8.4. The customer is liable for any copyright breaches on any content provided by the customer to httpsds.

8.5. All content that is the creation of httpsds is the property of httpsds; subsequently httpsds retains the right to publish such work as its own.

8.6. Any design work that is subsequently used after termination of the contract is a breach of copyright, for which the customer can be held liable.

8.7. The customer is not permitted to resell or make profit from selling work created by httpsds. (If the customer wishes to resell work, the customer must request a "Resellers Contract". Any request for a "Resellers Contract" will trigger a re-evaluation of the original quote.)

8.8. httpsds retains no rights to any concepts or content provided by the customer, subsequently httpsds does not retain the right to re-create, resell or distribute any business concepts, text content or images provided by the customer.

9. Confidentiality

9.1. Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent, Unless the information is already in the public domain or the party is required to do so to comply with its legal obligations.

10. Contract

10.1. The contract begins on the date of this agreement and shall continue until either part cancels giving not less than one months notice or the work is complete

10.2. The contract immediately ends upon the client being in breach of this agreement which for the avoidance of doubt includes failing to clear the account balance upon renewal date

10.3. Once the contract has ended, all liabilities for alterations, changes, or rectification of errors become the responsibility of the client.

11. General

11.1. It is always the policy of Httpsds to develop and improve its services. Httpsds therefore reserves the right to make any improvements to the designs and specifications of the services.

11.2. Nothing in this agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

11.3. Nothing in this agreement constitutes a legal partnership

12. Notices

12.1. Any notice to be given by either party to the other may be sent by email or recorded delivery to the address of the other party as appearing in this agreement or such other address as the party may from time to time have communicated to the other in writing.

12.2. If such notice is sent by email, it shall be deemed received on the day it was sent unless the contrary is proved.

12.3. If such notice is sent by fax, it shall be deemed received on receipt of an error free transmission report.

12.4. If such notice is sent by recorded delivery, it shall be deemed received two days following the date of posting.

12.5. If such notice is sent by first class delivery, it shall be deemed received four days following the date of posting.

12.6. By interpretation this contract is deemed confirmed at Httpsds place of business.

13. Variations

13.1. Httpsds reserves the right to modify from time to time these terms and conditions. Any such modification will apply on the effective date specified in the said notice to all services and products provided by httpsds.

14. Law

14.1. All Contracts shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

15. Waiver

15.1. The waiver by either party of a breach or default of any of the provisions in this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by either party.

Terms of Hosting and Domain Services

1. Terms of Hosting and Domain Services

1.1. These terms and conditions apply to all contracts between “httpsds” and every customer for Hosting, Email and Domain Name Registration should they differ from the standard terms and conditions the Terms and Conditions of Hosting and Domain Services shall take precedence.

1.2. The quantity and the description of the services shall be as set out in the contract and to httpsds has used all reasonable endeavours to ensure the accuracy of the services set out in the contract. 1.3. httpsds makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the server and therefore httpsds will not accept any liability for any loss or damage to the client caused by the server or any data stored on the server.

1.3. The client shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the server.

1.4. It is the responsibility of the client to take regular backups of their website and databases; hence httpsds shall not be responsible for any loss of data..

1.5. The client undertakes and warrants to httpsds that they will use the web space allocated to them only for lawful purposes.

1.6. The client will not use the web space or server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will the client authorize or permit any other person to do so.

1.7. The client will not use the web space or server to post, link to or transmit:

1.7.1. Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

1.7.2. Any material containing a virus or other hostile computer program.

1.7.3. Any material which constitutes, or encourages the commission of a criminal offence or which infringes any patent, trade mark, design right, copyright and any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

1.8. The client will not send bulk email whether opt-in or otherwise from httpsds network. Nor will the client promote a site hosted on our network using bulk email.

1.9. The client will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

1.10. Httpsds reserves the right to remove any material which is deemed inappropriate by httpsds from the client's web space without notice. Httpsds does not host Warez or illegal MP3 content.

1.11. Httpsds shall keep secure any identification, password and other confidential information relating to the client's account and shall notify the client immediately on discovery of any known or suspected unauthorized use of the account or breach of security, including loss, theft or unauthorized disclosure of passwords or other security information.

1.12. The client shall observe the procedures which httpsds may from time to time prescribe and shall make no use of the server which is detrimental to our other customers.

1.13. The client shall ensure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

1.14. Any domain names purchased by httpsds on behalf of the client are owned and registered to httpsds; the domain is then rented by the client from httpsds.

1.15. Web space allocated to the client by httpsds remains property of the service providers, the fees paid by the client are for rental of the web space for a specific time.

1.16. By signing this contract, in the case of an individual client, the client warrants that he/she is at least 16 years of age. If the client is a company, the client warrants that the web space, server or any other service provided by httpsds will not be used by anyone under the age of 16 years.

1.17. While httpsds will use every reasonable Endeavour to ensure the integrity and security of the server and the client's web space, httpsds does not guarantee that the server or web space will be free from unauthorized users or hackers, hence httpsds shall be under no liability for any damage or failure caused by any third party who has gained access to the server or the client's web space as a result of hacking or a security leak.

2. Service Availability

2.1.1. Httpsds shall use every reasonable Endeavour to ensure availability of the server and services to the client at all times, but httpsds shall not in any event be liable for interruptions of service or down-time of the server.

2.1.2. Any services provided by httpsds to the customer including the customer's account with httpsds cannot be transferred or used by anyone other than the customer.

3. Payment

3.1. All charges payable by the client for the services shall be in accordance with the scale of charges and rates published at the time.

3.2. The client acknowledges that httpsds retains the right to change the price of the service for the next annual renewal of the service.

3.3. All payments for these services must be made in advance before any services, including Domain Name Registration commences.

3.4. Any payments for these services are not refundable under any circumstances.

3.5. Payment is due on the Anniversary day following the date that the services were established until closure notice is given.

3.6. If an account goes unpaid for at least ten days, the account and its associated services will be suspended. A £20.00 charge will be applied upon account reactivation to cover administration costs.

3.7. Once an account has been suspended, access to files, databases and other content is explicitly denied. All files, databases and other content including the account itself will be permanently deleted after twenty days of account suspension.

3.8. Should access to files, databases and other content be required before they are permanently removed from the server, they can be delivered on a CD at a charge of £20.

4. Termination

4.1. No refunds will be made for suspended services or on termination of an account

4.2. If the customer is in breach of any of these terms and conditions httpsds may suspend the services and/or terminate this agreement forthwith without notice to the client.

4.3. If the customer is a company and goes into insolvent liquidation, suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with creditors, httpsds shall be entitled to suspend the services and/or terminate this agreement forthwith without notice to the client.

4.4. The customer also reserves the right to cancel the services at any time.

4.5. On termination of this agreement or suspension of the services httpsds shall be entitled immediately to block the customer web space and to remove all data located on it.