



# **TERMS & CONDITIONS**

**Updated July 2013**

1. These Terms and Conditions together with the order form constitute the entire agreement between Red Cloud Hosting ("the Company") and the Customer.

### Definitions

1. "The Internet" being the Global Data Network comprising of networks using Transmission Control Protocol/Internet Protocol.
2. "Service" being that provided by Red Cloud Hosting through which you gain access to the Internet via communications facilities. This may change from time to time and any changes will be notified in writing.
3. "Client" – the person entering into and accepting these terms and conditions.

### The Client

1. Red Cloud Hosting will provide invoices upon: completion of the work and / or supply of Services. Invoices are normally sent via the post and are payable upon receipt. Accounts that remain unpaid for 30 days after the date of the invoice will be subject to a service charge in the amount of the higher of two and one-half percent (2.5%) of the amount of the outstanding debt or £25, per month.
2. Red Cloud Hosting at their discretion may arrange a Standing Order instead of an invoice for the supply of "Services", Standing Orders are for the supply of "Service" and are for a 12 month period. If the "Service" is cancelled by the client at any time during the agreed period, the full amount is still due. If payment is cancelled by the client, the "Services" will be considered in default.
3. Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the Customer.
4. Accounts unpaid after 30 days from the date of the invoice will be considered in default. If the Customer in default maintains any information or files on the Company's web space the Company will at its discretion remove all such material from its web space. The Company is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Cheques returned for insufficient funds will be subject to a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay the Company reasonable expenses including legal fees and costs for collection by third-party agencies incurred by the Company in enforcing these Terms and Conditions.

5. Customers who have a reduced rate will be invoiced for the full rate in default.
6. During any period in respect of which the Customer is in default the Company may at its sole discretion terminate or suspend all or any of the services provided by it under the agreement.
7. The Company reserves the right to alter prices at any time without notice. If a Customer has commissioned any services from the Company prior to a change in prices that commission will not be subject to any increase but any subsequent commission may be subject to an increase.
8. All services and domain names remain the property of Red Cloud Hosting until all monies appertaining to their usage are paid for in full.
9. Agrees to remain liable for service charges even if they are unable to access the service unless the fault is due to negligence, willful default or omission on the part of Red Cloud Hosting
10. The service is used entirely at the Clients own risk.
11. Agrees to use the service in a proper manner and not to send or receive material, which is offensive, indecent, abusive, obscene, fraudulent, criminal, menacing, libelous, in breach of confidence, copyright, privacy or any other rights.
12. Agrees not to use the service in a manner that will cause annoyance, inconvenience or anxiety to any other party or to distribute unsolicited commercial messages throughout the service.
13. Red Cloud Hosting or any of its third party contractors will not be held liable with regard to the accuracy, reliability, availability and performance of resources accessed through the Internet that the client acknowledges are beyond the control and are not in any way warranted or supported by Red Cloud Hosting

#### **Red Cloud Hosting**

1. Will maintain all Client information given to them as confidential and will not disclose said information without permission.
2. Will provide high standards of Client support throughout the course of standard working hours.
3. Will provide and maintain at all times a high standard of connectivity to all its users.

## **Disclaimer**

1. Red Cloud Hosting is not liable for the protection or privacy of electronic mail or other information transferred through the Internet using their services. Red Cloud Hosting does not warrant that the user will receive continual and uninterrupted service throughout the term of this agreement. In no event shall Red Cloud Hosting be liable for any damages resulting from or related to any failure or delay to provide service in the case of fire, theft, vandalism, strikes, riots, inclement weather or any acts of god which are beyond their control, as defined by standard practices in the industry.
2. Red Cloud Hosting does not accept any responsibility for the retention, use or publication of any domain name until such time as the required fee has been tendered and the name has been activated and tested on the Internet.

## **Data Transfer Allocation Rate**

Standard packages come complete with 1Gb data transfer allocation (sometimes called Bandwidth) per month. Should the client use more than this allocation, Red Cloud Hosting reserve the right to charge at the rate of £23 per additional 1Gb used per month. This will be invoiced monthly in arrears. Failure to settle the relevant invoice within the time specified will result in suspension of service and any fees already paid will not be refunded.

## **Web Space**

Red Cloud Hosting agrees to supply the User with the amount of web space as purchased. Additional space is available and prices will be as published at time of request. Users are responsible for retaining copies of their files, as Red Cloud Hosting does not guarantee that an up to date back up will be available. Red Cloud Hosting will not be held responsible for the loss of any data or any other loss occasioned through the use of Red Cloud Hosting facilities.

Red Cloud Hosting reserves the right to suspend the service where the space is used contrary to the provisions of the Telecommunications Act 1984 (as amended by the Criminal Justice and Public Order Act 1994). This applies if the service is being used for the distribution of any material that is defamatory, offensive, abusive or of an obscene or menacing character. It also applies if it is used in connection with the carrying out of a criminal act, or in any manner that would be likely to constitute a violation or infringement of the rights of any individual, firm or company. No material liable to offend should be published on the space and Red Cloud Hosting reserves the right to remove such material without further notice.

Red Cloud Hosting will supply the space as purchased by the User in the format of their choice providing that the format has been specified prior to purchase and is available. Space is provided to the User only and should not be used to host sites for any other user.

### **Agreement defaults**

Any Notice given to the User in breach of this agreement shall be delivered by Electronic Mail in the first instance with a copy following by Royal Mail.

Red Cloud Hosting reserves the right to terminate this agreement immediately should the User be in breach of any of the terms and conditions contained herein.

Any decision relating to space hosted by Red Cloud Hosting is to be made by Red Cloud Hosting and is final.

Users are deemed to have accepted these terms and conditions when using Red Cloud Hosting hosting service.

### **Content Policy**

Red Cloud Hosting do not allow content of the following nature on their hosted services:

1. Pornographic, sexually explicit or of an adult nature;
2. Illegal – includes stolen copyright material;
3. Pirated software sites;
4. Any content considered as defamatory, offensive, slanderous, abusive or libelous.

Users will have any site containing any of the above material removed by Red Cloud Hosting without prior warning. A notice will then be sent and the user will have the opportunity to correct any of the above material. Once this has been complied with the service will be reinstated. Should this not happen then the site will remain suspended and no refund of fees will be paid.

Services will be temporarily suspended without prior notice in respect of any User sending unsolicited junk e-mail messages.

Services will also be suspended immediately in respect of any activities regarded as illegal.

Red Cloud Hosting reserves the right to refuse service for any reason. Reasons may or may not be given in writing by Red Cloud Hosting.

Red Cloud Hosting aims to provide a professional service for all its business users and will endeavour to ensure that this remains the case.

Terms and Conditions are subject to change at any time.

If you have any complaints about the quality of service you have received from Red Cloud Hosting please write to us at: Red Cloud Hosting Keyworth House, Keyworth Drive, Caistor, Lincolnshire, LN7 6RE

Or telephone: 01472 878 496 and state the full nature of your complaint.

We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.