

# Website Hosting Service Agreement

# Summary:

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this agreement you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into agreeing to something that you might later regret. What we do want is what's best for both parties, now and in the future.

So, in short;

"You", our customer, are hiring "us", O'Brien Media Limited, who's registered office is at The Innovation Centre, PO Box 4096, Swindon, Wiltshire, SN5 1DE (Registered in England and Wales number: 07874512) to provide website hosting services at the price we advise you of in writing in accordance with the terms laid out in this agreement. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to?

**You:** You have the authority to enter into this agreement on behalf of yourself, your company, or your organisation. You also agree to stick to the payment schedule set out at the end of this agreement.

**Us:** We have the experience, ability, and resources to do everything we've agreed with you and we'll do it all in a professional manner.

# GETTING DOWN TO THE NITTY GRITTY

## Service overview

Depending on the service you have chosen we will provide you with either a shared hosting service, or a VPS (virtual private server) or dedicated server solution. Your order confirmation or service invoice will show which type of service you have.

### Shared hosting service

Our shared hosting service ideal if you are looking for a low-cost hosting solution.

Shared hosting means that there will be other websites belonging to other companies or individuals on the same server as your website. The server's main resources of hard drive, processor and memory (RAM) are shared amongst all of the websites on the server and your website will have limits on the amount of disk space, data transfer, and processing power it can use.

Once you outgrow this type of hosting and your website needs more room to grow we'll let you know, and suggest a VPS or a dedicated server solution that would be more suited to your needs.

## VPS (virtual private servers) and dedicated servers

Our VPS and dedicated servers include management as standard. You will not be provided with root or administrator access. You will have user level access to upload a website and, where applicable, access to a control panel. We will configure the server to your requirements, to host a standard website or group of websites.

We will operate your server as part of our network, utilising configuration management utilities and server monitoring to ensure uptime. We will endeavour to respond to any service affecting events 24x7x365.

Where a payable upgrade is required due to server load, we will contact you to inform you of this.

## Acceptable and responsible use

You agree to abide by our Website Hosting Acceptable Use Policy at [obrienmedia.co.uk/legal](http://obrienmedia.co.uk/legal), which forms part of this agreement.

## Processing power and memory usage limits

If your website or account uses more than 5% of the servers processing power or has a detrimental effect on the websites of other customers we may suspend your service while your usage is reviewed. We may discuss with you more suitable solutions for your hosting requirements.

## Data transfer allowance

Your service includes a certain amount of data transfer, your data transfer allowance, you can find details of your allowance on your service invoice or by logging in to Client Connect at [obrienmedia.co.uk/clientconnect](http://obrienmedia.co.uk/clientconnect).

Your data transfer allowance is the amount of data sent to and received from our servers, mainly when people visit and use your website (it's like the data allowance on a mobile phone agreement).

If you exceed this allowance we'll let you know and give you the option to switch off your website so you don't use any more than you've already paid for, or pay for the extra data at the rate published on our website at [obrienmedia.co.uk](http://obrienmedia.co.uk).

## Service availability and backups

We will endeavour to make the service available to you 100% of the time but because the service is provided by means of computer and telecommunications systems we are unable to guarantee that the Service will be uninterrupted or error-free. You agree that we won't be liable for interruptions to the service or downtime of the server.

Even though we will make every effort to ensure your website is backed up correctly we can't accept any responsibility for data loss or corruption and you agree to perform your own backups.

## Keeping you in the loop

Unless you request otherwise in writing, we'll contact you by email when sending invoices, payment receipts, account related communications, and notifications of any changes to our terms. If you want paper copies of documents, you can either print these yourself from the emails we send you or we can post copies to you. There is a charge for each document we send you by post to cover the additional costs of posting them to you. If you'd like to switch to paper documents you can email your request to [compliance@obrienmedia.co.uk](mailto:compliance@obrienmedia.co.uk)

You can also access your account information, invoices, payment history, and any account related emails we've sent you via Client Connect at [obrienmedia.co.uk/clientconnect](https://obrienmedia.co.uk/clientconnect).

## Ending this agreement

Either of us can end this agreement for any reason by giving at least 28 days' notice to the other party.

### **We can tell you we're ending this agreement immediately if:**

1. you fail to make any payment when it becomes due;
2. you don't act according to your responsibilities under this agreement or our Website Hosting Acceptable Use Policy at [obrienmedia.co.uk/legal](https://obrienmedia.co.uk/legal) and don't or can't put the situation right within a reasonable amount of time;
3. you cease trading, are declared insolvent, convene a meeting of your creditors, or an administrative receiver, or similar officer, is appointed over any of your assets.

### **You can tell us you're ending this agreement immediately if:**

1. we don't act according to our responsibilities under this agreement and don't or can't put the situation right within a reasonable amount of time;
2. we cease trading (with the exception of due to the sale or transfer of our business or assets), are declared insolvent, convene a meeting of our creditors, or an administrative receiver, or similar officer, is appointed over any of our assets.

When the agreement ends all your website files, emails and other data on our servers will be irrecoverably deleted. We'll keep hold of billing and administrative records for 6 years, in line with UK tax law and our Privacy Policy at [obrienmedia.co.uk/legal](https://obrienmedia.co.uk/legal).

Pro-rata refunds will not be issued for services that are cancelled before the end of the billing period that has already been paid.

## Storage and processing of personal information

Please see our Privacy Policy at [obrienmedia.co.uk/legal](https://obrienmedia.co.uk/legal) for details of how we store and process your personal information. Our Privacy Policy forms part of this agreement.

## Technical support

We will provide technical support via email and telephone for website hosting and email services provided by us during normal working hours, as published on our website at [obrienmedia.co.uk](https://obrienmedia.co.uk).

Technical support for managing your website, or for any software or service not provided by us as part of this agreement, is not included in this agreement and will be chargeable. A separate agreement or support agreement is required for those services.

Technical support will be limited to the hosting service and email service we provide you with.

## Payment terms

We're 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 friends, you agree to stick tight to the payment terms shown on any invoices we send you.

Our Payment Terms & Recurring Billing Agreement at [obrienmedia.co.uk/legal](https://obrienmedia.co.uk/legal) apply to any website hosting services we provide you with, they also form part of this agreement.

## Legal stuff

We'll provide a service accordance with good industry practice and at the standard expected from a suitably qualified organisation with relevant experience.

That said, we can't guarantee that the service will 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, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this agreement and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential, or special damages, even if we've advised you of them.

Finally, 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.

## But where's all the horrible small print?

Just like a parking ticket, you can't transfer this agreement to anyone else without our written permission. We may transfer our rights and obligations under this agreement to another organization; we'll let you know if we intend to do this.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this agreement and not cause the other to breach any relevant laws or regulations.

This agreement stays in place and need not be renewed, if we decide we need to update this agreement you agree that we can do so by publishing the new agreement on our website at [obrienmedia.co.uk/legal](http://obrienmedia.co.uk/legal) and that the new agreement will be effective from the date of issue.

If for some reason one part of this agreement 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 exclusive jurisdiction of English and Welsh courts.