

1. Definitions

- 1.1 "Service" means the hosting and updating of a website designed and provided by Unicom to the customer.
- 1.2 "Unicom" means Verastar Limited.
- 1.3 "Usage Charges" means the charges made by Unicom to the customer for the use of the Service.
- 1.4 "Rate Schedule" means the schedule of charges applicable from time to time in respect of the Usage Charges,
- 1.5 "Supply Period" means the period during which Service is provided pursuant to this Agreement, which shall commence on the day that Service is first provided.

2. Service

- 2.1 Unicom will procure Service to the customer subject to the terms of this Agreement. Unicom may at any time without notice vary the Service for technical, operational or other reasons within its entire discretion. Unicom will use reasonable endeavours to procure a continuous high quality Service in accordance with the terms and conditions set out herein. Unicom reserves the right not to provide Service where Service cannot be reasonably provided due to any geographic, practical or technical issues arising. Unicom reserves the right not to provide Service, if in its sole opinion, the content of the website is inappropriate or may cause offence to anybody.

3. Charges & Payment

- 3.1 Unicom will make Usage Charges for the use of the Service in accordance with its Rate Schedule prevailing from time to time which may be varied upon giving ten days' notice, but subject to the customer's right to terminate referred to at clause 8.1(d).
- 3.2 Invoices are due for payment by Direct Debit in accordance with the advance notice given on the customer's invoice, then the Usage Charges for Service to which that invoice relates, together with all other Usage Charges for Service to be invoiced for during the remainder of the Supply Period shall be charged at a deemed rate, equal to the applicable Usage Charges plus 25%.
- 3.3 Interest will be charged on unpaid invoices from the due date until payment is received at a rate of 1.5% per month or part thereof.
- 3.4 Value Added Tax, or any other levy or tax, at the rate prevailing will be added onto all sums due to Unicom, which are quoted as exclusive of Value Added Tax.
- 3.5 The customer shall not be entitled to delay or withhold payment or claim any set off against any payment due hereunder in respect of any claim or complaint, which the customer may

have for any reason whatsoever. Any payments made by the customer to Unicom may be applied by Unicom as it deems fit.

3.6 Unicom reserves the right to use information provided by the customer to make necessary credit status enquiries. Subject to credit status Unicom may require a non-interest bearing deposit or pre-payment.

3.7 In the event of any action taken by Unicom in relation to any charges due from the customer to Unicom whatsoever, the customer shall reimburse and indemnify Unicom with and in respect of all expenses relative thereto, including all legal charges and professional fees on a full indemnity basis.

3.8 The actual Usage Charges applicable to each customer shall be determined by the option agreed at the time this Agreement is entered into, subject to clause 3.1.

3.9 Usage Charges shall be invoiced monthly in advance or Usage Charges shall be pre-paid by way of deposit. Usage Charges may relate back to months prior to the previous month.

4. Obligations

4.1 The customer agrees to allow Unicom to register the domain name using Unicom details.

4.2 The customer undertakes: -

- (a) To use the Service in accordance with the reasonable instructions of Unicom;
- (b) Not to enter into an agreement with any other party for that party to supply the customer with services similar to the Service;
- (c) To ensure that the information provided to Unicom, to be used in connection with the Service, is correct and truthful;
- (d) To advise Unicom if any of the information displayed on the website is incorrect or untruthful;
- (e) Not to use, not to permit anybody else to use the Service in any improper, illegal or unlawful manner or in any manner which may cause offence;
- (f) Not to use, not to permit anybody else to use the Service to do any of the following:
 - Publish, post, distribute or disseminate defamatory material, infringing, obscene, indecent or other unlawful material or information;
 - Threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- (g) To pay for all Service provided by Unicom within the time limits and in the manner set out herein and to be responsible for the usage of the Service, whether the use of the Service has been authorised by the customer, or not;

- (h) To inform Unicom immediately in writing of any changes in personal details of the customer including change of address, in accordance with clause 9.9;
- (i) In the case of payment not being made by Direct Debit in accordance with the advance notice given on the customer's invoice, to pay the increased charges in accordance with clause 3.2 above;
- (j) To report with sufficient detail any fault which affect the Service to Unicom as soon as reasonable practical after detecting the same;
- (k) To indemnify Unicom against any claim arising from the Service, including but not limited to any claim arising as a result of the content of the website.

5. Faults

5.1 Unicom will use reasonable endeavours to repair and maintain the Service.

6. Suspension of Service

6.1 Unicom shall be entitled to suspend Service in order to maintain or improve its Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority, or for any other reason whatsoever.

6.2 Unicom will use reasonable endeavours to give the customer notice of such suspension as reasonable practicable.

6.3 Unicom shall be entitled to suspend any part of or all of the Service without notice in the event that any payments are not made in accordance with the advance notice given on the customer's invoice, or are not made by Direct Debit. Such suspension will not affect the customer's obligation to pay for the Service during the period of suspension or thereafter, and will not affect Unicom rights to charge a termination fee.

7. Liability

7.1 Neither party shall be liable to the other for any consequential losses arising from or in connection with the Agreement.

7.2 Neither party's liability in respect of death or personal injury caused by or arising from that party's negligence is affected by anything in this Agreement.

7.3 Unless warranties, representations, agreements, terms or conditions, either express or implied, including as to merchantability and fitness for purpose, are expressly set out in this Agreement, then such warranties etc. are expressly excluded.

7.4 In particular, no warranties, representations, agreements, terms or conditions, either express or implied, are given by Unicom as to the quality of Service provided, which is determined by matters, within or outside the contract of Unicom.

8. Termination

- 8.1 This Agreement will remain in force – (a) for a minimum initial Supply Period of three years, and will continue thereafter until terminated, by the customer giving to Unicom not less than 3 months written notice, to expire on any third anniversary of the start of the Supply Period, or, (b) until the customer has committed a material breach of this Agreement (including but not limited to non payment of any invoices by Direct Debit in accordance with the advance notice given on the customer’s invoice, and non compliance with this Agreement, e.g. when closing, or moving the premises of, the business) or, (c) until the customer has a Receiver, Administrative Receiver, Liquidator or Supervisor of a Voluntary Arrangement appointed over it, or over any part of its undertaking or assets or a resolution is passed for its Winding Up, or if an Administration Order is made, or if it enters into a Voluntary Arrangement with its Creditors, or ceases or threatens to cease to carry on business, or, (d) until in the event that the average Usage Charges, appertaining to the relevant discount tariff referred to overleaf, is increased in any one calendar year by more than a cumulative total of 10% over the increase in the Retail Price Index, and the customer has given notice to terminate within 14 days of the date of the notice of variation, provided for at clause 3.1, or, (e) until the customer, trading as a sole trader, has ceased to trade in all capacities, proof of which must be provided by a letter from a firm of solicitors regulated by the Solicitors Regulation Authority.
- 8.2 Unicom may suspend Service in circumstances where it could terminate this Agreement or when the customer has failed to pay any amount due to it reasonably believes that the customer will fail to pay any amount due or to become due and any such suspension will be without prejudice to the right to terminate.
- 8.3 In the event of the Agreement being terminated pursuant to clause 8.1(b), 8.1(c) or 8.1(e) above then the customer shall pay to Unicom a sum equal to the total amount that would have been payable in respect of the Service for the remaining period of the Supply Period, had the Supply Period not been terminated early because of the customer’s breach or insolvency. The customer agrees that the aforementioned represents a fair and reasonable estimate of this losses, costs, and expenses, which Unicom would suffer in the event of the Agreement being terminated pursuant to clause 8.1(b), 8.1(c) or 8.1(e).

9. General

- 9.1 The customer may not assign or transfer this Agreement or any rights hereunder to any third party, without the prior written consent of Unicom. Unicom may assign or transfer this Agreement or any rights hereunder.

- 9.2 Neither party shall be liable for breach of its obligations under this Agreement to the extent that such breach is caused by flood, fire, accident, explosion, strike, war, embargo, Government restriction, Act of God, inability to secure materials, industrial dispute or any other cause beyond the parties' reasonable control.
- 9.3 The remaining parts of this Agreement shall remain in full force in the event that any part of this Agreement shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original Agreement.
- 9.4 All the terms of this Agreement are set out herein. Neither party has relied upon any representations, assurances or other agreements unless set out herein.
- 9.5 Unicom may change the terms and conditions of this Agreement upon giving 14 days notice.
- 9.6 Unicom may advise the customer that all future changes made under clause 3.1 and/or clause 9.5 will be advised on our website www.switchingon.com, giving 14 days notice.
- 9.7 Unicom will register the domain name with Nominet UK, whose registered office is Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ.
- 9.8 The customer accepts that they agree to Nominet's terms and conditions of Domain Name Registration, a copy of which is located at [www.nominet.uk/wp-content/uploads/2015/10/Terms and Conditions of Domain Name Registration 1 Sept 2015.pdf](http://www.nominet.uk/wp-content/uploads/2015/10/Terms%20and%20Conditions%20of%20Domain%20Name%20Registration%201%20Sept%202015.pdf).
- 9.9 Unicom will renew the customer's domain name with Nominet UK in accordance with the Agreement until such times that the customer's contract is terminated in accordance with clauses 8.1 or 8.3 of the terms and conditions, at which point, the domain name will no longer be renewed at the point that the current registration expires.
- 9.10 In the event that the customer has terminated their Agreement in accordance with clauses 8.1 or 8.3, and wishes to transfer their domain name away from Unicom, the customer shall pay the sum of £10 + VAT to Unicom and £10 + VAT to Nominet directly. Unicom will then release ownership of the domain name.
- 9.11 In the unlikely event that the customer has a complaint about the service received, please refer to the Unicom website www.switchingon.com/contact/complaints-procedures/website-development-complaints-procedure.
- 9.12 No waiver by either party shall constitute any variation to this Agreement.
- 9.13 Singular words shall be construed as including words of the plural and vice versa.
- 9.14 Any notices given by the customer under this Agreement shall be made in writing and sent by registered post. Any notices given by Unicom under this Agreement shall be made in writing, and sent by post, email or fax. In either event, the address for service shall be the

address given overleaf for each party, unless changed; in which case, notice of change shall be given in accordance with the terms of this clause.

9.15 This Agreement shall be governed by and interpreted in accordance with the Laws of England.

9.16 Any unresolved dispute, which may arise under, out of or in connection or in relation to this Agreement, shall be referred to the exclusive jurisdiction of the Courts of England.