



## 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 t/a Unicom of No. 1 Dovecote, Old Hall Road, Sale, M33 2GS.
- 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 "Pricing Schedule" means the schedule, a copy of which is available at [switchingon.com/terms-and-pricing](http://switchingon.com/terms-and-pricing) as varied by Unicom from time to time in accordance with clause 11.5.
- 1.6 "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.
- 1.7 "Group Company" means, in relation to the customer or Unicom (as the case may be) the customer or Unicom, each and any subsidiary or holding company from time to time and each and any subsidiary of a holding company of that company, as "subsidiary" and "holding company" are defined in section 1159 of the Companies Act 2006.

## 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. If the customer does not pay all Usage Charges by Direct Debit (whether because the customer has not set up a Direct Debit or if the Direct Debit fails to be collected or otherwise) Unicom may charge the customer as set out in the Pricing Schedule. The customer must tell Unicom promptly of any changes to bank details that may affect payment of the Usage Charges. This clause does not affect any other rights or remedies Unicom has under this Agreement.
- 3.3 If the customer does not pay all Usage Charges by the due date shown on the invoice, Unicom may charge interest and fixed-sum charges (which vary depending on how much is owed) at the levels set out in the Late Payment of Commercial Debts (Interest) Act 1998 together with its reasonable costs. The interest rate as set by the Act is currently 8% above the Bank of England base rate. The customer agrees to promptly reimburse Unicom for any costs it incurs as a result of non-payment of the Usage Charges.
- 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) To advise Unicom promptly about any legal proceedings which involve the website provided by way of the Service.
  - (f) 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;
  - (g) Not to use, not to permit anybody else of 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;
    - Infringe the intellectual property rights of anyone else.
  - (h) 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;
  - (i) To inform Unicom immediately in writing of any changes in personal details of the customer including change of address, in accordance with clause 11.9;
  - (j) 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;
  - (k) To report with sufficient detail any fault which affects the Service to Unicom as soon as reasonably practicable after detecting the same;
  - (l) 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 reasonably 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's right to charge a termination fee.
- 6.4 Unicom shall not be liable to the customer for any losses the customer may incur as a result of the suspension of the Service.

## 7. Liability

- 7.1 Neither party excludes or limits its liability in respect of: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by law.
- 7.2 Unicom shall not be liable to the customer for: any indirect, consequential and/or special loss or damage arising from or in connection with the Agreement; loss of profit; loss of revenue, loss of production or loss of business; loss of contracts; loss of goodwill, loss of reputation or loss of opportunity; loss of anticipated savings or loss of margin; loss or destruction of data; wasted management, operational or other time; any liability the customer may have to third parties; or the acts or omissions of other providers of domain name administration services on whom Unicom has to rely.
- 7.3 Unicom shall not be liable for any loss or damage caused to the customer except where caused by Unicom's negligent acts or negligent omissions or its breach of contract and in such an event its total liability to the customer under this Agreement for any loss or damage shall be limited to £5000.
- 7.4 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.

- 7.5 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 or, (b) until the customer has committed a material breach of this Agreement (including but not limited to none payment of any invoices by Direct Debit in accordance with the advance notice given on the customer's invoice, and none 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/a licensed insolvency practitioner/an accountancy firm, each of which must be registered with and regulated by their respective regulatory authority.
- 8.2 Unicom may suspend Service in circumstances where it could terminate this Agreement or where the customer has failed to pay any amount due to it or where Unicom 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.

## 9. Confidentiality

- 9.1 The customer and Unicom shall, subject to clause 9.2, keep confidential all confidential information about each other obtained under or in connection with the Agreement. Each party may disclose the other's confidential information to its officers, employees, advisers, subcontractors and contractors that need to know the relevant confidential information to enable the provision or receipt of the Service, provided that it procures that each such person to whom the confidential information is disclosed complies with the obligations set out in this Agreement as if they were the customer or Unicom.
- 9.2 The customer or Unicom may disclose each other's confidential information to the minimum extent required by:
- (a) law, any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
  - (b) the rules of any listing authority or stock exchange on which Unicom's shares are listed; or
  - (c) the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the confidential information disclosed), provided it gives the other the maximum written notice permissible under the demand in which to make representations and mark the required information as the confidential information of the other party.

## 10. Privacy Policy

- 10.1 By entering into the Agreement, the customer confirms:
- (a) that it has read Unicom's privacy policy (available at [switchingon.com/privacy-policy](http://switchingon.com/privacy-policy)) which forms part of the terms and conditions of this Agreement; and
  - (b) that it does not object to the use and sharing of its personal data, including contact details, as explained in Unicom's privacy policy.
- 10.2 Details of Unicom's Group Companies can be found at [switchingon.com/privacy-policy](http://switchingon.com/privacy-policy). Unicom or its Group Companies (or others acting on Unicom's behalf) may collect, store and use information about the customer including:
- (a) name, age, gender and date of birth;
  - (b) home address, telephone number(s) and email address;
  - (c) banking and financial information;
  - (d) information about when the customer contacts Unicom and when Unicom contacts the customer; and
  - (e) information Unicom received when making a decision about entering into this Agreement with the customer (including any information collected from credit reference agencies).
- 10.3 Full details of how Unicom may use the customer's personal data can be found in its privacy policy. As a summary, however, Unicom may use the customer's information to:
- (a) provide the Service the customer has requested including operating and managing the customer's account;
  - (b) identify the customer prior to discussing the account;
  - (c) charge for the Service Unicom provides;
  - (d) comply with Unicom's legal and regulatory obligations;

- (e) contact the customer by email, SMS, letter, telephone or in any other way about Unicom's products and services (unless the customer has asked Unicom not to);
  - (f) search credit reference agencies or fraud prevention agencies; and
  - (g) identify, prevent, detect or tackle fraud, money laundering or other crimes.
- 10.4 If the customer does not wish to receive direct marketing from Unicom or its Group Companies, the customer can let Unicom know at any time by emailing [dataprotection@verastar.co.uk](mailto:dataprotection@verastar.co.uk) or by writing to Unicom, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS or by any other means set out in Unicom's privacy policy.
- 10.5 Unicom may also share the customer's information with:
- (a) all relevant industry organisations (or others acting on their behalf), based on approved industry processes;
  - (b) regulatory bodies, government authorities or ombudsmen schemes;
  - (c) credit reference agencies or fraud prevention agencies; and
  - (d) any payment system Unicom uses.
- 10.6 Unicom may monitor and record its communications with the customer, including emails and phone conversations and use such information for training purposes, quality assurance, to record details about the Services and to meet its legal and regulatory obligations.

## 11. General

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 Unicom may change the terms and conditions of this Agreement and the Pricing Schedule upon giving 14 days' notice.
- 11.6 Unicom may advise the customer that all future changes made under clause 3.1 and/or clause 11.5 will be advised on its website [www.switchingon.com](http://www.switchingon.com), giving 14 days' notice.
- 11.7 Unicom will register the domain name with Nominet UK, whose registered office is Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ.
- 11.8 Unicom will renew the customer's domain name with Nominet UK in accordance with the Agreement until such time as the Agreement is terminated in accordance with clause 8.1, at which point, the domain name will no longer be renewed at the point that the current registration expires.
- 11.9 In the event that the customer has terminated their Agreement in accordance with clause 8.1, and wishes to transfer their domain name away from Unicom, the customer shall pay the sum of £20 + VAT to Unicom. Unicom will then release ownership of the domain name.
- 11.10 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](http://www.switchingon.com/contact/complaints-procedures/website-development-complaints-procedure).
- 11.11 No waiver by either party shall constitute any variation to this Agreement.
- 11.12 Singular words shall be construed as including words of the plural and vice versa.
- 11.13 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.
- 11.14 This Agreement shall be governed by and interpreted in accordance with the Laws of England.
- 11.15 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.