

## General Terms and Conditions

### 1 Introduction

- 1.1 Raggedstaff Internet is an Internet Service Provider providing hosting, design and development services. Raggedstaff Internet's trading address is 55 Goldsmith Avenue, Warwick, CV34 6JB.
- 1.2 These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP), which may be subject to change from time to time. It is the subscriber's responsibility to ensure that they comply with the latest edition of the AUP in force at any given time.
- 1.3 Together with Raggedstaff Internet's AUP, Privacy Policy and any service specific Terms and Conditions, these General Terms and Conditions form an Agreement between you, the customer, and Raggedstaff Internet.

### 2 Service specification

- 2.1 Raggedstaff Internet shall provide the Service in accordance with the service description agreed with the customer, subject to the limitations set out in this Agreement and in our AUP, Privacy Policy and any specific Terms and Conditions for the service ordered.
- 2.2 Service Credits and Service Level Guarantees are only provided where a separate "Service Level Agreement" has been entered into and the Terms and Conditions of those services will be documented there.
- 2.3 Raggedstaff Internet may modify its AUP and Privacy Policy without the further agreement of the Customer so as to ensure that they comply with all relevant legislation or regulatory guidance and/or to bring them into line with common industry practice. The current AUP is available via <http://www.raggedstaff.net/aup>.

### 3 Service charges and payment

- 3.1 Hosting services are charged in advance. Raggedstaff Internet reserves the right to suspend or delay provision of hosting services until funds for the coming period have cleared.
- 3.2 Design, development and other services will be invoiced monthly in arrears. Invoices must be settled in full within 14 days, and Raggedstaff Internet may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 4 per cent per annum above the NatWest Bank plc Base Lending Rate as current from time to time.
- 3.3 Payment must be made in Pounds Sterling. In the event of a customer paying in any other currency Raggedstaff Internet reserves the right to charge any expenses incurred in processing such payment to the customer.

### 4 Duties and Responsibilities

- 4.1 The customer agrees to pay in accordance with Raggedstaff Internet's then current rates for maintenance and other service activities relating to the Service.
- 4.2 The customer agrees to pay for loss or damage to equipment and software used in providing the Service which is caused by Customer's negligent acts or omissions.
- 4.3 The service will be furnished to Customer subject to the condition that it will not, nor will it permit others to use the Service other than in accordance with Raggedstaff Internet's AUP and/or to use the Service for unlawful purposes or any purpose for which the Service was not designed including unauthorised use, obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of Raggedstaff Internet or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.
- 4.4 The customer will indemnify and save Raggedstaff Internet harmless from and against all loss, liability, damage and expense, including reasonable legal fees, caused by the negligent acts or omissions of the Customer or other user of Customer's service which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions bought pursuant to the provisions of the Data Protection Act, including any amendment, replacement, or

re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by Customer or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Customer in connection with the Service furnished by Raggedstaff Internet.

- 4.5 The customer will be responsible for the content of any transmission over the Service and the connection of any equipment to the Service.
- 4.6 The customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing and using the Service.
- 4.7 The customer acknowledges that Raggedstaff Internet will use e-mail as the primary method of contact with the customer.

## **5 Raggedstaff Internet's right to suspend the Service**

- 5.1 Raggedstaff Internet reserves the right to suspend all or part of the Service provided to the Customer if it becomes aware of any actual or potential breach of its AUP by Customer or other user of the Customer's Service. If the customer fails to remedy any breach within 10 days after written notice then Raggedstaff Internet reserve the right to terminate this agreement in accordance with the provisions in clause 8.6.
- 5.2 Raggedstaff Internet reserves the right to suspend all or part of the Service if the provision of the Service might expose Raggedstaff Internet to criminal or civil liability of any kind.
- 5.3 Raggedstaff Internet shall only restore the Service to full operation if, on the information provided to it in relation to the reason for the suspension of the Service, it in good faith reasonably judges that there is no risk of the restoration of the Service exposing it to criminal or civil liability of any kind and/or its AUP is fully complied with.
- 5.4 During any period of suspension the Customer agrees to continue to pay and to remain liable for all charges pursuant to these terms and conditions and the Customer's Order.

## **6 Warranties**

- 6.1 Raggedstaff Internet provides the Service on a 'best effort' basis and makes no guarantee as to the continued availability of the Service.
- 6.2 Raggedstaff Internet's sole liability for any damages due to any defect or non-performance of the Service is limited to those actually proven as directly attributable to Raggedstaff Internet, limited to the monthly charges paid for the Service from the date said damages were incurred, but in no event more than three months of charges.
- 6.3 Raggedstaff Internet will not be responsible for any delay in or failure of the Service due to any occurrence beyond Raggedstaff Internet's control.
- 6.4 Raggedstaff Internet gives no warranties and accepts no responsibility in relation to the information of third parties accessed by Customer by means of the Service.
- 6.5 Nothing in this Agreement shall be construed as to limit or exclude either party's liabilities in respect of death or personal injuries, or any inalienable statutory consumer rights of the Customer.
- 6.6 To the extent that the exclusions and limitations in this Agreement are in any jurisdiction contrary to any statute or rule of law, such exclusions and limitations are to that extent disappplied.
- 6.7 Raggedstaff Internet will not be liable for incidental, special or consequential damages.
- 6.8 Raggedstaff Internet makes no warranty, express or implied, relating to the fitness, purpose or quality of the service.

## **7 Cancellation before commencement**

- 7.1 Once performance of this Agreement has commenced the Customer may not cancel this Agreement (although the Customer may terminate the Agreement in accordance with the terms set out below).
- 7.2 Prior to Raggedstaff Internet commencing performance of this Agreement, the customer may cancel this Agreement by informing Raggedstaff Internet of its intention to cancel within 7 days of the day after it entered into this Agreement with Raggedstaff Internet. The customer may inform Raggedstaff Internet using any of the methods set out in Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000, but is advised to communicate either by post or e-mail

## 8 Term and Termination

- 8.1 Once performance has commenced, this Agreement shall continue until terminated by either Party.
- 8.2 Either Party can terminate this Agreement in writing within the contract period once the minimum contract period has been completed. Notice of Termination is not deemed to have been served unless receipt of the notice is confirmed by Raggedstaff Internet. The minimum contract period is the billing period specified within the service description with the Customer's Order, unless otherwise stated in the Customer's Order.
- 8.3 If the customer terminates this agreement Raggedstaff Internet will repay any prepaid monies subject to deductions for any period of service already provided and an administration charge. For annually billed services these deductions shall be one tenth of the annual charge for each month or part of a month elapsed. For monthly billed services these deductions shall be the monthly charge. The administration charge shall be equal to one third of Raggedstaff Internet's current hourly charge for development work.
- 8.4 Raggedstaff Internet shall not be required to give notice of the beginning of its performance hereunder.
- 8.5 Raggedstaff Internet reserves the right to disconnect the Service if Customer does not fulfil its obligations under this Agreement.
- 8.6 In the event of default which include failure by the customer to pay any amounts; or failure by either Party to cure any breach of a term or condition in this Agreement within 10 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either Party, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of either Party's assets or undertaking or a resolution or petition to wind up either Party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that the customer agrees to pay for all sums due both up to the time of such termination and for all sums due for the remainder of the minimum contract period.

## 9 General

- 9.1 All notices (save where otherwise provided in this Agreement or in applicable legislation) from either party to the other shall be sent by first class prepaid post or by e-mail. Raggedstaff Internet shall send all notices to Customer's billing address or to the e-mail account notified to it by Customer. The customer shall send all notices to Raggedstaff Internet's address or e-mail address, as set out in Agreement.
- 9.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of Raggedstaff Internet. The customer authorises Raggedstaff Internet to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party for Service to be provided at any location as necessary to enable Raggedstaff Internet to provide the Service.
- 9.3 No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, unless otherwise provided by legislation.
- 9.4 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 9.5 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the jurisdiction of the English Courts.
- 9.6 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. The parties further agree that this agreement constitutes the complete and exclusive statement of the agreement between them, and supersedes all proposals, oral, or written, and all other communications between them relating to the subject hereof. This Agreement shall cumulatively contain the entire contract between the parties.

Raggedstaff Internet is a trading name of Chris Hastie.