

Peters Web

TERMS AND CONDITIONS

Last update January 24, 2019

*Peters Web*<sup>®</sup>

The Client's attention is drawn to the fact that these Terms are divided into parts. However, all parts of the Terms shall apply to all contracts.

### **Part GL – General**

#### **Part WH - Web Hosting**

Nothing in these Terms shall affect the statutory rights of a Client dealing with Peter's Web as a consumer. Information on consumers' rights is available from the Office of Fair Trading.

## **PART GL – GENERAL TERMS AND CONDITIONS**

### **GL1. Interpretation**

GL1.1 In the Terms, unless the context otherwise requires: Client means the person named in the Order who is the purchaser of the Services in accordance with the Terms;

Documents includes, in addition to any document in writing, any map, plan, graph, drawing or photograph, film, negative, tape or other device embodying visual images whether or not such item is provided in paper or electronic format and any disc, tape or other device embodying any other data;

IPRs means all copyright, trade marks, trade names, patents, registered and unregistered design rights and all other intellectual property and proprietary rights, powers and benefits, including the right to register, transfer, licence and assign;

Order means the order for Services as outlined on the Website;

PW means Peters Web Limited a company incorporated in England and Wales under registration number 11525658 and who's registered office is at 41 The Paddock, Newcastle upon Tyne, United Kingdom, NE15 8JG. You can contact by email at [support@petersweb.me.uk](mailto:support@petersweb.me.uk) ;

Services means the services to be provided by PW to the Client in accordance with the Terms and which are specified in more detail in the Order; Terms means these terms and conditions and the additional terms and conditions contained in the Order; and Website means [www.petersweb.me.uk](http://www.petersweb.me.uk).

GL1.2 The headings in the Terms are for convenience only and shall not affect their interpretation. Any reference to any enactment includes reference to that enactment as amended from time to time and to any subordinate legislation made under that enactment.

### **GL2. Application of these Terms**

GL2.1 The Terms constitute the entire agreement between the parties, supersede any previous agreements, representations, statements or understandings, may not be varied except in writing between the parties (signed by Peter Smith) and set out the full extent of PW's obligations and liabilities. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of PW which is not set out in the Terms. Nothing in the Terms shall be interpreted so as to exclude or limit PW's liability for fraudulent misrepresentation.

GL2.2 The supply of all Services shall be on and in accordance with the Terms. All other terms, conditions, collateral contracts, undertakings and warranties, whether express or implied by statute or otherwise, in respect of the Services, are excluded to the fullest extent permitted by law (including any terms and conditions that the Client purports to apply under any purchase order or correspondence or otherwise).

### **GL3. Quotations and Orders**

GL3.1 Quotations are not binding on PW and do not constitute an offer. PW reserves the right to withdraw or revise any quotations.

GL3.2 The Client shall be responsible to PW for ensuring the accuracy of the terms of any Order and for giving PW any necessary information relating to the Services within a sufficient time to enable PW to provide Services in accordance with the Terms.

GL3.3 PW may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

GL3.4 Rolling contracts shall be renewed automatically but can be amended or cancelled via the Website. 30 days prior notice is required for any amendments or cancellations prior to the renewal date in

question.

GL3.5 Should the Client breach of any of these terms and conditions and the Client fail then to correct that breach within 14 days following written notice from PW specifying the said breach, PW may terminate this Agreement.

GL3.6 The Client's acceptance of the Order may take the form of its counter-signature on the Order or may take the form of correspondence confirming the same or may be implied in the form of the fulfilment by the Client of any of its obligations under these Terms.

GL3.7 If you purchase products or domains on behalf of another person then it is you that is our Client. We will only offer support to you and will be unable to offer support to anyone that you resell too.

GL3.8 All accounts, including those that are re-sold, are subject to our fair use policy and we reserve the right to take action against you if an account in your name is in breach of this policy.

#### **GL4. Charges and Payment**

GL4.1 Save as provided for to the contrary under these Terms, the charge for the Services shall be as set out in the Order and shall be exclusive of VAT and other applicable taxes and duties (which shall be paid by the Client in the manner and rate described by law) and any disbursements including the costs of materials and external services (which may be charged to the Client in addition unless the Order provides otherwise).

GL4.2 The Client shall pay such additional sums which, in PW's sole discretion, are required as a result of the Client's instructions, lack of instructions or any other cause or fault attributable to the Client.

GL4.3 All initial sums owed by the Client to PW shall be paid immediately by the Client via the Website when an Order is submitted together with any applicable VAT, and without any set off or other deduction. All recurring sums owed by the Client to PW shall be collected automatically on a monthly or annual basis (as applicable).

GL4.4 If the Client fails to make payment within 7 days PW shall charge the Client interest on the unpaid amount (before and after judgment) at a daily rate equal to 8 per cent per annum above the base lending rate from time to time of the Bank of Eng-

land from the due date until payment is received. In the event that PW issues legal proceedings in respect of any breach of these Terms by the Client, the Client will reimburse all costs and expenses incurred by PW as a result of such action on demand and on an indemnity basis. Any termination by PW of any contract with the Client on these terms shall be without prejudice to any sums chargeable to and payable by the Client for Services provided to the Client up to and including the effective date of the said termination.

#### **GL5. Liability**

GL5.1 PW shall have no liability to the Client for any loss, damages, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or format, or arising from their late arrival or non-arrival, or due to any fault of the Client or any delay in transit not caused by the fault of PW.

GL5.2 Save as provided for in clause GL5.4 below or otherwise in the Terms, PW shall not be liable to the Client by reason of:

GL5.2.1 any misrepresentation (unless fraudulent);

GL5.2.2 the breach of any implied warranty, condition or other term;

GL5.2.3 the breach of any duty at common law; or

GL5.2.4 the breach of these Terms;

for any loss of profit, reputation, opportunity, goodwill, business or anticipated savings or any indirect, special or consequential loss, damages, costs, expenses or other claims (whether caused by the negligence of PW its servants or agents or otherwise) which arise out of or in connection with the provision or late provision of Services, or the failure to provide the Services or their use by the Client or any third party.

GL5.3 The entire liability of PW under or in connection with the Terms shall not exceed the amount of PW's charges for the provision of the Services, except as expressly provided to the contrary in the Terms.

GL5.4 Nothing in the Terms shall operate to exclude or limit PW's liability:

GL5.4.1 under Section 2 of the Consumer Protection Act 1987;

GL5.4.2 for any matter in respect of which it would

be illegal for PW to exclude or attempt to exclude its liability; and

GL5.4.3 for death or personal injury caused by PW's negligence or breach of these Terms.

GL5.5 All indemnities given by PW under these Terms or any Order are provided on the basis that:

GL5.5.1 the Client gives notice to PW of any infringement upon becoming aware of the same;

GL5.5.2 the Client gives PW the sole conduct of the defence to any claim or action in respect of any infringement and does not at any time admit liability or otherwise attempt to settle or compromise the claim or action except upon the express instructions of PW;

GL5.5.3 the Client acts in accordance with the reasonable instructions of PW including providing to PW such assistance as it shall reasonably require in respect of the conduct of the defence of the claim including without prejudice to the generality of the foregoing filing of all pleadings and other court process and the provision of all relevant documents; and

GL5.5.4 the claim or action giving rise to the damages (including costs) awarded to or agreed with the third party in question does not arise from the Client's breach of any part of clause GL5 above.

#### **GL6. Confidentiality**

GL6.1 Except as otherwise provided in the Terms and subject to clause GL6.3, PW shall treat any Client business information as strictly confidential and shall not disclose the same to any third party, other than third party sub-contractors who shall be bound by an obligation of confidentiality and to whom it is necessary to provide the information in order for PW to fulfil its obligations to the Client.

GL6.2 Except as otherwise provided in the Terms and subject to clause GL6.3, the Client shall treat all prices and terms quoted as strictly confidential and shall not display, use or disclose the same to any third party for any reason whatsoever.

GL6.3 Clauses GL6.1 and GL6.2 shall not apply to any information:

GL6.3.1 already known to the other party or in its possession before the disclosure and free from the obligation to keep it confidential;

GL6.3.2 that is or becomes public knowledge through no wrongful act or default of the relevant party;

GL6.3.3 received from a third party without similar obligations of confidence and without breach of the Terms;

GL6.3.4 independently developed;

GL6.3.5 disclosed to a third party without similar restrictions on that third party's rights of disclosure; or

GL6.3.6 approved for release by written authorisation.

#### **GL7. General**

GL7.1 PW shall not be liable to the Client or deemed to be in breach of its obligations to the Client by reason of any delay in performing, or failure to perform, any of its obligations to the Client in accordance with the Terms, if the delay or failure was due to any cause beyond PW's reasonable control, including without limitation:

GL7.1.1 act of God, explosion, flood, tempest, fire or accident;

GL7.1.2 war or threat of war, national emergency, acts of terrorism, sabotage, insurrection or civil disturbance;

GL7.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, regional or local authority;

GL7.1.4 strikes, lock-out or other industrial actions or trade disputes (whether involving employees of PW or of a third party);

GL7.1.5 unavailability or shortages of goods, materials, fuel, part-machinery, or transportation;

GL7.1.6 power failure or breakdown in machinery; or

GL7.1.7 default of third party suppliers or subcontractors.

GL7.2 No failure or delay by either party in exercising any of its rights under the Terms shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Terms by the other shall be considered as a waiver of any other breach or default or any subsequent breach or default. If any provision of these Terms is or becomes invalid, illegal or void, that shall not affect the validity and legality of the other provisions.

GL7.3 PW will process all personal data provided to it by the Client or otherwise received in consequence of providing the Services, in accordance with the Gen-

eral Data Protection Regulation (“GDPR”) and any associated or subsequent legislation, codes of practice or statutory instruments. In particular PW will act only on the instruction of the Client and will take reasonable precautions to keep such personal data secure, to prevent unauthorised disclosure and to ensure that appropriate steps are taken against the accidental loss, destruction or damage, or any unlawful processing of the data. At all times the Client will remain the data controller (as defined in the GDPR) in respect of any personal data received by PW in consequence of providing the Services.

GL7.4 The Client gives consent to the holding, processing and accessing of personal data provided to PW for the purposes relating to the performance of the Services including (but not limited to) transferring such personal data to a sub-contractor or an agent for the purposes of debt collection. For the purposes of the GDPR all data processed under these Terms shall be processed on the legal basis of the performance of a contract between PW and the Client.

GL7.5 Our Privacy Policy outlines how we handle and process your data in accordance with the GDPR. You should view our Privacy Notice on our Website as upon your acceptance this will form part of the contract between us and you.

GL7.6 Nothing in the Terms shall confer on any third party any benefit whatsoever or the right to enforce any term of any contract to which the Terms relate and the Contract (Rights of Third Parties) Act 1999 shall not apply.

GL7.7 The Terms shall in all respects be determined and governed by English law. The parties submit to the exclusive jurisdiction of the English courts.

GL7.8 Without prejudice to any other right or remedy available to it, PW may terminate the Contract or, notwithstanding any previous agreement or arrangement to the contrary, suspend any further deliveries without liability to the Client if either the Client makes any voluntary arrangement with its creditors, (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order (whether out of court or otherwise), goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an encumbrancer

takes possession of or a receiver or administrator is appointed over any of the property or assets of the Client or the Client ceases to trade.

GL7.9 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by PW for the purpose of providing the Services (including any sub-contractor) for a period of six months following completion of the Services.

## **PART WH - WEBSITE HOSTING**

### WH1. Services and Performance

WH1.1 PW will exercise reasonable skill and care in providing the Services in accordance with the Order.

WH1.2 Unless otherwise notified by PW, the Services will be provided to the Client using servers rented from hosting providers. PW will use best efforts to provide the Services 24 hours a day, seven days a week, but does not warrant that it will be uninterrupted or on a continuous basis.

WH1.3 The Client acknowledges that its signature of the Order constitutes its agreement to the specification of the Services contained in the Order. If the Client requests changes to the Services following signature of the Order, such additional services or modifications shall be dealt with in accordance with PW’s normal hourly or daily rates as revised from time to time. Alternatively, PW may at its sole discretion, or on request from the Client, submit a quotation for the cost of the modifications or additional services requested and an indication of the additional time required and/or an indication of any anticipated delay to the Services.

WH1.4 PW reserves the right to carry out maintenance in relation to the Services and anticipates that the hosting providers will also undertake maintenance on the servers. This means that the Services may be suspended or taken out of service at any time. PW will try to give the Client at least three days’ notice of any of its planned interruptions but reserves the right to make interruptions on short notice to remedy significant problems with the Services. PW will also use best efforts to provide the Client with advance notice of the hosting provider’s planned interruptions but cannot guarantee or estimate any timescale for that notice. Planned work and updates is posted at [server status](#).

WH1.5 The Client shall observe the procedures that PW may from time to time prescribe in regard to accessing and using the Services, and shall make no use any server, or other facilities provided by PW or its suppliers, which would be detrimental to other customers or users of internet or email services.

WH1.6 The Client accepts that they will be subject to a fair use policy as found on the Website and may be subject for additional fees at the discretion of PW should they be found to breach this Policy.

WH1.7 The Client shall at no time host any site which may be deemed illegal, immoral, bring the name of PW into disrepute or that they are otherwise informed by PW is prohibited. This includes, but is not limited to, streaming sites, email scamming, bots and sites containing content of a graphic or adult content.

## **WH2. Charges and Payment**

WH2.1 Save where payment by identified milestones has been specified in the Order or otherwise agreed in writing, the Client shall pay the charges for the Services in full after the Order has been accepted and before work begins.

WH2.2 PW shall issue invoices in respect of any additional charges relating to the Services as set out in the Order. The Client shall then pay PW within 14 days of the date of PW's invoice, save for manifest error on the part of PW or genuine dispute in relation to the provision of the Services.

WH2.3 The charges relating to the Services, as set

out in the Order, are to be subject to review every 6 months by PW each year with increases to be notified promptly to the Client.

WH2.4 Where payment is not made in accordance with the Terms (and without prejudice to PW's other rights and remedies), PW may suspend its performance of its obligations.

**WH3. Warranties** WH3.1 PW shall perform the Services with reasonable skill and care.

WH3.2 The Client understands and accepts that PW cannot make any warranties in respect of the servers rented for the Services, and that the server providers may indefinitely suspend or terminate any of their servers at any time (possibly, without giving any advance notice to PW). Should that circumstance arise, PW shall use best efforts to rent another server as soon as practicable, and to continue with the Services with minimum interruption.

## **WH4. Liability**

WH4.1 Subject to clauses GL6, the entire liability of PW under or in connection with the provision or the Services shall not exceed the total charges and fees paid or payable to PW by the client during the 12 months prior to the event giving rise to such liability.

WH4.2 If you purchase any additional products or services that are not provided directly by PW but available through the Website, then you should read their terms and conditions before you add the product to your Order.