

Rendili Web Hosting

Terms and Conditions

This Agreement represents the Terms & Conditions which apply between the Customer and Rendili Limited (hereafter referred to as the Supplier) in relation to the provision of Web Hosting Services (hereafter referred to as the Service).

By using the Service you are acknowledging these terms & conditions & agree to be bound by them. You warrant that you buy our services as a business and not as a consumer.

This document supersedes all others previously issued.

Definitions

Technical Support	The receipt and provision of assistance to the Customer for Valid Enquiries
Acceptable Usage Policy	The Supplier's Acceptable Usage Policy which can be found on: https://rendili.co.uk/
Annual Fee	The charge payable to the Supplier each year and for which subsequent payments shall be made on the same date each year
Data Transfer	The amount of data transferred to and from the Supplier's Webserver; including web traffic (visits), ftp and email.
CGI	Common Gateway Interface
E-mail Facility	The provision of electronic mail services using the WebSpace & the Customer's Domain Name
FTP	File Transfer Protocol
FTP Program	A software program for uploading data from a remote computer to the Registered User's Web Hosting Space using FTP
Helpdesk	The online facility which allows Customers to register issues relating to the Service and which the Supplier shall respond to. The Helpdesk can be found at: http://helpdesk.rendili.co.uk
Monthly Fee	Means a charge payable to the Supplier each month for using the Service
Registered Users	The Web Hosting Customers who have been registered to use the Service and for whom the appropriate charges have been paid
Service Charge	A charge payable to the Supplier consisting of either the monthly fee or the annual fee
Service Year	The period of 1 calendar year immediately following payment of the Annual Fee
Spam Policy	The Suppliers Policy relating to Spam and which can be found in our Acceptable Usage Policy.
Unregistered Users	any Users who request the Service from the Supplier who are not Registered Users
Valid Enquiries	An enquiry received from a Registered User relating to websites and/or email hosted with the Supplier.
Vulnerability Assessment	The process of identifying, quantifying, and prioritising the vulnerabilities in a website.
Webserver	This is the physical computer managed by the Supplier, where Customer's website code, data and email reside.
Web Hosting Control Panel	A software interface provided by the Supplier and which forms part of the Registered User's Web Hosting Space and which provides a range of web hosting functions including email account and ftp setup.
WebSpace	The electronic infrastructure which the Supplier provides the Customer with for the purpose of the Service. It consists of disk space, Data Transfer & E-mail facilities

1. SUPPLIER'S RESPONSIBILITIES

The Supplier is responsible for providing the Customer with the following:

- I. Webspaces
- II. E-Mail Facility
- III. Technical Support to Registered Users
- IV. Backing up website code and data (see web hosting SLA).

2. EXCLUSIONS FROM THE SERVICE

The following are specifically excluded from the Service:

- I. The cost of Domain name registration;
- II. Advice or support not specifically related to the provision of web/email/ftp hosting;
- III. Any access by the Supplier to the Customer's Webspaces via FTP or other electronic means unless with prior agreement with the Registered User
- IV. Advice or support to enquiries received from Unregistered Users
- V. Adult Content – for further information please refer to our Acceptable Usage Policy
- VI. Spam - for further information please refer to our Acceptable Usage Policy
- VII. Any content which contravenes the Supplier's Acceptable Usage Policy
- VIII. A Vulnerability Assessment

3. CUSTOMER'S RESPONSIBILITIES

The Customer is responsible for ensuring that they will not display via the webspaces any materials which:

- I. Break, contravene, infringe or violate any UK or Foreign Laws or regulations;
- II. Break, contravene, infringe or violate any intellectual property rights of Rendili Limited or any other third party;
- III. Are defamatory, slanderous or libellous;
- IV. Are harassing or threatening;
- V. Are discriminatory based on gender, race or age or promotes hate;
- VI. Violate any Rendili policy posted on the Rendili website, helpdesk knowledgebase or provided to the Customer by the Supplier and which includes but is not limited to our Acceptable Usage Policy;
- VII. Contain viruses or other computer programming defects which result in damage to Rendili or any third party

Rendili reserves the right to make an additional charge for Data Transfer over 50GB month.

Rendili may, at any time, require a website to undertake a Vulnerability Assessment. This will be an additional cost and is not included in the Service Charge. Reasons for the request will be explained and if the request is refused, Rendili reserve the right to terminate the hosting agreement.

The Customer accepts that they will use only properly licensed third party software in relation to the Service.

4. CONTACT WITH THE SUPPLIER

The Customer acknowledges and recognizes that all contact with the Supplier in the first instance should be made via our Helpdesk at <http://helpdesk.rendili.co.uk>

5. FEES

The Service Charge shall be those published on the Supplier's website or as agreed specifically with the Customer. Any changes to the value of the Service Charge shall be notified by e-mail to the Customer. There will be a 30 day minimum notice period on any price changes.

The Service Charge does not include the Domain Name Registration Fee or any security checking fees.

Monthly Payment - The Service Charge can be paid monthly and will be invoiced 1 month in advance. If the payment is not received within 30 days from the date of invoice the Supplier reserves the right to suspend hosting of the site until payment is received. If the site is suspended there will be a £15 reactivation charge.

Annual Payment - The annual fee will be invoiced 1 month in advance of the end of the Service Year. If the payment is not received within 30 days from the date of invoice the Supplier reserves the right to suspend hosting of the site until payment is received. If the site is suspended there will be a £15 reactivation charge.

6. COMPLAINTS

If you have any reason to complain in regard of services which have been provided to you by Rendili, you may submit details of your complaint to the following email address: directors@rendili.co.uk
Upon receipt of your complaint, Rendili will acknowledge receipt by e-mail within a maximum of 5 working days. Rendili will treat any complaints in the strictest confidence.

7. SERVICE REGISTRATION INFORMATION AND ITS USE

The Customer agrees to provide the Supplier with the following information in order to process your registration: Customer name, Customer company name, mailing address, telephone number and e-mail address;

8. OBLIGATIONS RELATING TO DATA PROVIDED BY THE CUSTOMER

If the Customer is registering the Service on behalf of a third party, the Customer hereby confirms that they have received their prior written consent to do so and their agreement to these terms and conditions. The Customer hereby indemnifies the Supplier against any actions or legal proceedings from any third parties relating to any such registrations.

9. DISCLOSURE AND USE OF REGISTRATION INFORMATION

This agreement authorises the Supplier to use any information provided to them as required for the purpose of providing the Service.
The Customer hereby irrevocably waives any and all claims and causes of action that the Customer may have arising from such disclosure or use of the Service registration information.
The Supplier agrees that any information received from the Customer will not be used in any way except for the purposes stated in this agreement.
The Supplier will take reasonable precautions to ensure that any information provided by the Customer is protected against loss, misuse, unauthorized access or disclosure, alteration or destruction.

10. LIMITATION OF LIABILITY

The Customer agrees that the Supplier shall, under no circumstances, be liable for any damages resulting from loss of profits or data arising out of or in connection with this Agreement.

11. INDEMNIFICATION OF THE SUPPLIER

The Customer agrees to indemnify the Supplier and employees and directors against any action arising from action on the part of Registered or Unregistered Users of the Service.
This indemnification is in addition to any indemnification required under the Dispute Policy.

12. BREACH AND REVOCATION

The Supplier reserves the right to suspend, cancel or refuse delivery of the Service to any Customer in the event that:

- I. The Customer materially breaches this Agreement;
- II. The Customer provides false or inaccurate information;
- III. The Customer breaches the Supplier's Acceptable Usage Policy

13. FORCE MAJEURE

The Supplier shall not be liable for any delay or failure in performance of its obligations under this Agreement which is due to or results from any acts, events, omissions, happenings or non-happenings beyond its reasonable control including acts of God, strike, work stoppages, governmental regulations, acts or directives, war, riot, fire, flood, civil commotion, equipment or facilities shortages or delays which are experienced by providers of internet services generally, or any circumstances beyond its reasonable control.

14. TERMINATION

Rendili reserves the right to terminate or suspend a hosting agreement at any time and with no notice if the Customer is in violation of the Acceptable Use Policy.

Termination may be made by either the Supplier or the Customer with 30 calendar days' notice. Such notice must be in writing in the form of an e-mail to support@rendili.co.uk

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

16. STATUTORY RIGHTS

These terms & conditions do not affect your statutory rights as a consumer.

Related Documents

Rendili Hosting Service Level Agreement

Rendili Hosting Acceptable Use Policy