



Hosting Terms and Conditions

1. Definitions

The terms “we”, “our” or “us” shall refer to Brian Watson & Co. and any associated group companies and “you”, “your” or “customer” shall be deemed as the person/company or representative accepting these Terms and Conditions. These terms constitute a binding and enforceable legal contract between us and you.

We will provide services to you under the following Terms & Conditions. In addition, Service Specific Terms, Special Offer Terms, Acceptable Use Policy or other Custom Terms may be applicable as agreed between us and you.

By using services supplied by us you are deemed to have, read, understood and accepted these Terms and Conditions. If any aspect of the following terms & conditions is not fully understood, or does not meet your approval or expectations, you must bring it to our attention prior to the commencement of service so that the matter can be clarified or alternative terms and conditions agreed.

2. Age and Authority

You represent and warrant that by commencing with our services, you are at least eighteen (18) years of age and legally capable of entering into a contract. You must meet certain conditions in order to engage in business with us.

If you are purchasing services on behalf of a company or third party, you represent and warrant that you have the authority to do so and that company or third party shall be bound by these Terms and Conditions.

3. Changes and Updates

Changes or updates to these Terms and Conditions or any Service Specific Terms & Conditions including any technical specification relating to the services, the Acceptable Use Policy, Privacy Policy and any information relating to the services may be required at any time. Such Changes and updates will invariably enhance the quality of service you should expect, though we might also need to amend our terms to comply with the law.

Wherever possible advanced warning will be given to ensure you are fully aware of the proposed change or update, but where advanced notice is not possible, we reserve the right to proceed without notice.

If you do not agree to the change you may terminate at the earliest date contained within the Cancellation Terms herein.



4. Duration and Renewal of Services

Unless otherwise specified, services are provided for a minimum contract term of twelve calendar months. Unless cancelled in accordance with our cancellation terms, the contract will automatically be renewed for further periods.

If annually payment intervals have been agreed, contract renew and payments due for the next year will fall on the anniversary of the commencement date.

If quarterly payment intervals have been agreed, contract renew and payments are due every three calendar months.

If monthly payment intervals have been agreed, contract renew and payments are due every calendar month.

5. Cancellation Terms

Unless otherwise specified, no contract can be cancelled during the initial twelve calendar months. If you wish the service to terminate at the end of the initial twelve-month term and not automatically renew then notice must be served at least thirty days prior to the expiry date.

If a contract has been extended or renewed beyond this initial year, notice to cancel may be issued at any time with termination of service as follows:

On annual contracts notice must be served more than thirty days prior to the end of the current annual term. The contract will then expire at annual renewal date. (E.g. if a contract is due to expire on 15th February 2016, notice to terminate must be served on or before 16th January 2016. If notice is given less than thirty days in advance of the next annual renewal the contract will convert to quarterly and expire in three months' time.)

On quarterly contracts notice must be served more than thirty days prior to the end of the current quarter. The contract will expire at quarters renewal date. (E.g. if a contract is due to expire on 1st January 2016, notice to terminate must be served on or before 2nd December 2015. If notice is given less than thirty days in advance of the next quarterly renewal the contract at the end of the coming quarter.)

On monthly contracts notice must be served at least one calendar month in advance. (E.g. if a contract is due to expire on 1st January 2016, notice to terminate must be served on or before 1st December 2015, if notice is issued on 3rd December 2015 the contract would expire on 1st February 2016.)

Cancelling certain products may result in loss of data. We recommend you contact us by telephone to discuss your cancellation and options to preserve your data.

Once we accept your cancellation request, you will be provided with written confirmation of such request. For clarity, your cancellation request will not be deemed to have been received and accepted until we have issued our written confirmation to you.



We reserve the right to cancel and/or withdraw your Service at any time for any reason by providing you at least thirty days' written notice.

6. Consumer Contracts Regulations

Your contract term and our automatic renewal policy need to be understood in relation to your rights under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument No. 3134).

Automatic renewals are to ensure that you do not experience interruption or loss of services. Unless you terminate the automatic renewal schedule, your services will automatically be renewed for further periods. If you do not wish this to happen you must serve notice as outlined in Cancellation Terms above.

When Entering into a contract as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 allow you to cancel the Contract at any time within fourteen working days, beginning on the day after you receive written confirmation of our acceptance of your order. However, by placing your order for the services, you agree to us commencing supply of those services before the fourteen working days cooling off period has expired. As a result, you will not have the right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.

7. Payment and Change of Services

All services must be paid for in advance, unless agreed to the contrary by us.

All payments must be made in UK pounds sterling, inclusive of Value Added Tax or any other applicable taxes.

If you have purchased services on a fixed term basis then you will be required to pay on the payment agreement you selected, paying in advance or by way of annual, quarterly or monthly instalments in advance as agreed.

We will automatically generate an invoice in respect of the next period at the end of the current period unless you have cancelled your services in accordance with our Cancellation Terms. All invoices will be sent directly to you via your registered email address. Failure to pay on the due date will result in restricted access to your services. It is your responsibility to ensure you keep your payments up to date at all times.

We reserve the right to change the prices and/or nature of our services by giving you not less than 60 days written notice of those changes. Notice of changes to prices and/or services will be given by email to the email address we hold for your account. Any price change only becomes effective when the service reaches the end of its current term.

You will be charged the new price when the service is automatically renewed at the end of the current term.



Payments processed by any payment facility we elect to use e.g. PayPal will be subject to that facilities terms and conditions of service, and we makes no representations or warranties with respect to those services.

We reserve the right to interrupt, cancel or suspend all services until payment is received in full and all outstanding charges are cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed to us under these terms until your contract is terminated. You are also responsible for any additional costs incurred by us in taking steps to recover any sums due by you.

We reserve the right to pass your debt onto a third-party debt recovery agent and you accept all liability for the recovery of our costs from you.

If you withdraw any payments made via a bank, credit card or PayPal (e.g. via a chargeback), we reserve the right to interrupt, suspend or cancel your services and/or charge a fee. Such action is without prejudice to our right to recover any and all outstanding sums from you and your obligation to pay the same to us.

Any unused Credit Notes on your account will be taken in payment of your service. Where the value of the unused Credit Note is less than the total payment due, the remainder of the balance will remain payable by you and if we hold your credit or debit card details that we may apply he charges against that card.

You agree that we may store your card details so that regular payments to Brian Watson & Co. can be made under a Continuous Payment Authority (CPA).

We will send you invoices detailing the payment amount and which payment method will be used.

We reserves the right to make changes to any payments where in our reasonable opinion we believe they are necessary and in accordance with this agreement.

In accordance with the CPA, Brian Watson & Co. will provide you with a confirmation order, by email.

The CPA details can be amended at any time by contacting us on 0141 581 3487

You agree that the CPA is effective and will remain so until you change or cancel your payment method with us. No fees are charged for a change in payment method.

You agree that if you cancel your CPA, your services maybe cancelled. You agree to continue to pay for the services in accordance with this agreement.

Brian Watson & Co. reserves the right to cancel your CPA if Brian Watson & Co. we are no longer able to take payment from the stipulated payment method.

Where no CPA has been provided you must ensure cleared funds reach our account prior to the due date failing which we reserve the right to limit of suspend access to our services.



If you have made us aware of a potential delay in payment reaching us, we shall grant five days grace period for funds to reach us. This is purely at our discretion and can be withdrawn at any time. (E.g. persistent late payers are liable to have their access restricted).

8. Refunds

All fees for services are non-refundable.

In the event that we decide to cancel your service for reasons, other than your breach of contract, you will be entitled to a pro rata refund based upon the remaining period of your current contract term.

If we have made an invoice error and you have over paid your account a Credit Note will be raised and the funds offered as a refund or to be held against future sums due at your discretion.

Credit Notes, other than those issued against invoice errors, can only be used for payment (or partial payment) of your Service, and are non-refundable. These will be applied to any outstanding balance and remaining balance is due immediately.

If you breach these terms, you will not be entitled to a refund, in the event of a cancellation.

9. Acceptable Use Policy

We place no restriction on bandwidth for clients on dedicated facilities but for those on shared resources we need to be mindful that one client's abuse of the facilities could impact on the many clients sharing the resources.

Service may be used only in a manner that, in our sole discretion, is consistent with the purposes of the supplied service. Our services are specifically designed for and can only be utilised for standard business use.

Customers should contact us if unsure of whether any contemplated use or action is permitted.

We may impose mail limits to enable our mail servers operate at optimal efficiency and to ensure that all our clients receive the highest quality mail service possible.

Maximum Mailbox Size: 2GB. By special request and at additional charge we will consider extending this to no more than 5GB.

There is no restriction on message size or files attached though it is recommended that mailbox users restrict their maximum size of a single message to less than 40MB.

You will be able to send and receive messages provided you have adequate space on your mailbox. Warnings will be issued as you near the limit.

We recommend you check for new messages no sooner than every five minutes. Our preferred frequency to check mail is every ten to fifteen minutes. We reserve the right to



set our anti abuse system to block your account for a set time if your mail checking frequency is too high or causing a drain on resources.

Any use of our services must comply with current laws and regulations including but not limited to regulations pertaining to copyright, license agreements and patents.

10. Our Obligations

We agree to provide the services to you in accordance with these terms.

We will use reasonable endeavours to supply the services to you as soon as it is reasonably practicable. In the event that we become aware of any reason for delay, we shall notify you.

We will not be liable to you if we, using our endeavours, fail to supply the services within a specific timescale unless a specific delivery date and time have been agreed between us with specified conditions relating to any penalty for late delivery.

We reserve the right to improve, modify or change the services provided to you and we will use reasonable endeavours to notify you as soon as it is reasonably practicable to do so that your service has been improved, modified or changed.

We will provide the services to you using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use our reasonable endeavours to ensure that any disruption to the services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to you or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled.

To the fullest extent permitted by law and save as provided elsewhere in the agreement, the Services are provided by us to you on an “as is” and “as available” basis and no warranty or representation (express or implied) of any kind are given in connection with this Agreement including as to satisfactory quality and fitness for a particular purpose. Brian Watson & Co. gives no warranty or representation that:

- The Services will meet all your requirements
N.B. We will endeavour to make the best recommendation for services we can supply based on information that you supply to us. We cannot be held accountable for any crucial details that you omitted to share with us.
- The Services will be provided on an uninterrupted, timely, secure or error-free basis
N.B. We strive to provide a 100% uptime although scheduled and emergency maintenance plus external factors may impact on that. Wherever possible you will be made aware of any potential downtime and when this occurs it will be kept to the absolute minimum.

11. Your Obligations

You agree to our Acceptable Use Policy at all times. You agree to use the services in line with our Acceptable Use Policy, we reserve the right to remove content from the services



or suspend the services immediately where it reasonably suspects such content breaches the Acceptable Use Policy.

You shall indemnify Brian Watson & Co. against all damages, losses and expenses arising as a result of any action or claim that the data, content and/or any other material breaches the Acceptable Use Policy.

In the event that we remove data or content from the services and/or suspends your site, you shall indemnify us against all damages, losses and expenses arising as a result of any action or claim that such content and/or data and/or the services breaches the Acceptable Use Policy.

You agree that you are solely responsible for the use of your account and your use of the services, including any content that you submit. You are responsible for all the activity that takes place on your account.

All services are intended for use by you only. Should you choose to resell, store or give away web hosting services to other parties you agree that such activity will be undertaken at your own risk. you also accept responsibility for ensuring that all end users abide by all of our terms.

We accept no liability to you or any third parties for losses arising from the reselling of our services.

We reserve the right to suspend access to our services if your use is deemed to be affecting the platform for which we deliver our services.

If you exceed the limits on our database products then we will automatically charge you for the additional space you use at our current prices.

You are responsible for keeping your password(s) secure, confidential, and to change them on a regular basis. We are not responsible for any data losses or security issues due to stolen passwords or any passwords that you have intentionally or accidentally disclosed to any third party.

You accept full responsibility for any purchases or modifications made within your control panel by you or by third parties using your account password.

You warrant that the contact information that you provide to us is correct, and that you accept responsibility for keeping this information up to date at all times. You agree that we may suspend access to your account and the services if we reasonably believe that the information you have supplied is inaccurate.

You agree that you will provide to us, if necessary, verification identification documents (including but not limited to driving license and passport) for verification purposes only. Please be advised that in line with our GDPR retention policy, copies of these will be removed from our internal systems when no longer necessary.



You agree that you will immediately notify us on becoming aware of any unauthorised use of all or any of the Services and/or your control panel.

12. Data

All data created or stored by you within our applications and servers are your property. We make no claim of ownership of any web server content, email content, or any other type of data contained within your server space or within applications on servers owned by us.

You are responsible for making backups of your data. We maintain backups of entire servers but unless you are subscribing to a specific backup service through us, we cannot guarantee that the server backup is an intact copy of your data because some backup methods do not check the integrity of data being backed up. If data has become corrupt we will be backing up corrupt data! Therefore, you are responsible for ensuring that you maintain adequate and up to date back up copies of all of your data that you upload onto our servers or build through any tools we might offer from time to time. This should include, but not limited to all written content, images, photographs and screenshots of your data.

In the event of loss of or damage to your data arising out of your actions or actions undertaken on your behalf, any access to any data stored by us for archiving or backup procedures will be at our sole discretion.

In the event of loss of or damage to your data, howsoever caused, we, in no circumstances, will be liable to recover your data. At our sole discretion and at a cost to you, we may extract data stored by us for the purposes of our own platform stability and business continuity to help restore your lost data but cannot guarantee the integrity of that recovered data as aforementioned.

In the event of loss of or damage to your data relating to a failure in our systems or servers, we will make reasonable commercial efforts to assist you with restoring your data. Notwithstanding this, however, you accept full responsibility for maintaining adequate backup copies of all your data.

You shall indemnify us and hold us harmless against all damages, losses and expenses arising out of a third-party claim of intellectual property infringement in respect of your content, data or domains.

13. Liability

Brian Watson & Co. shall not be liable for any loss or damage of whatsoever nature suffered by you arising out of or in connection with any breach of these terms by you or any act, misrepresentation, error or omission made by you or on your behalf. We will not be liable for any damages, subject to specific laws.

We will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by you or for any wasted management time or failure to make anticipated savings or liability you incur to any third party arising in any way in connection with these terms or otherwise whether or not such loss has been discussed by



the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

No matter how many claims are made and whatever the basis of such claims, our maximum aggregate liability to you under or in connection with these terms in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these terms) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by you for the services in relation to which your claim arises during the three month period prior to such claim.

None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of us, our employees or sub-contractors.

We shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-

- interruptions to the flow of data to or from the internet;
- changes, updates or repairs to the network or software which it uses as a platform to provide the services;
- the effects of the failure or interruption of services provided by third parties;
- factors outside of Brian Watson & Co.'s reasonable control;
- Your actions or omissions (including, without limitation, breach of your obligations set out in these terms) or those of any third parties;
- problems with your equipment and/or third-party equipment;
- interruptions to the services requested by you.

14. Force Majeure

Brian Watson & Co. shall not be responsible for any failure to provide any services or perform any obligation under these terms because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of Brian Watson & Co. (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

15. Non-waiver

The failure of Brian Watson & Co. to require your performance of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Brian Watson & Co. of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

16. Survival

The provisions, terms, conditions, representations, warranties, covenants, and obligations contained in or imposed by these terms which by their performance after the termination of



your contract, shall be and remain enforceable notwithstanding termination of these terms for any reason.

Neither party shall be liable to the other for damages of any sort resulting solely from terminating your contract in accordance with its terms but a party who in in breach of these terms shall be liable to the other party for any damage resulting from that breach.

17. Notice

You agree that any notice or communications required or permitted to be delivered under these terms by Brian Watson & Co. to you shall be deemed to have been given if delivered by e-mail, in accordance with the contact information you have provided.

18. Legal Jurisdiction

It is deemed that any contract between us and you is governed by the laws of Scotland. As such the Scottish Courts will have jurisdiction in resolving any dispute which arise between us and you.

In the event that any provision of these terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these terms unenforceable or invalid as a whole. Brian Watson & Co. will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision.

19. Assignment

You shall not assign, sub-license or transfer your rights or obligations under these terms to any third party without the prior our written consent, which will not be unreasonably withheld.

In the event that we consent to such an assignment, sub-license or transfer, then these terms shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

We may assign our obligations to a third party without your consent or notice to you.

20. Entire Agreement

These terms constitute the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto than as expressly set or referred to herein.

This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

Nothing in these terms shall be construed as creating an agency relationship, partnership or joint venture between the parties.