



GENERAL TERMS AND CONDITIONS OF SERVICE

1. INTERPRETATION

1.1 Definitions

In these Conditions unless otherwise stated:- "Act" means the Telecommunications Act 1984; "Additional Charges" means any charges payable to the Company for services not included in the Specified Service, which are payable in accordance with Clause 5 and which may vary from time to time; "Agreement" means any contract for the provision of Services by the Company to the Customer which incorporates these Conditions; "Amendment Notice" means any notice of variations to the Charges in respect of the Services as may be issued from time to time; "Charges" means the charges payable by the Customer for the provision of the Services which may vary from time to time; "Company" means Aqueous UK Limited, a company registered in England and Wales under number 6871259 whose registered office is currently situated at 12 Barley Cross, Wick St Lawrence, Weston-super-Mare, North Somerset BS22 9TB, United Kingdom "Commencement Date" means the date upon which the Company confirms acceptance of the Customer's offer to pay for the Services in accordance with these Conditions; "Credit/Debit Card" means any credit card or debit card issued by financial institutions which is acceptable to the Company and include but are not limited to Master Card, American Express, Switch Card, Delta Card and Visa Card. "Duration Period" is the period commencing on the Commencement Date and expiring on the date the Agreement is terminated in accordance with Clause 8 of these Conditions; "Equipment" means the computer software provided by the Company in respect of the Specified Service; "Naming Organisation" means Nominet UK (<http://www.nic.uk>) for .uk and Schlund + Partner AG as ICANN accredited Registrar (<http://www.icann.org>) for .com, .net, .org, .info, .biz and .name domains or such other Naming Organisation as the Company may specify to the Customer from time to time; "ICANN" means Internet Corporation for Assigned Names and Numbers; "Initial Registration Period" means the period of two years for .uk and one year for .com, .net, .org, .info and .biz domains commencing on and including the date of the application for Registration; "Intellectual Property Rights" means all or any registered or unregistered intellectual property rights in any part of the world, including but not limited to patents, design rights, copyrights, topographical rights, know-how, rights in inventions and ideas and rights to confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights; "Order" means a request made by the Customer to the Company for Services to be supplied subject to these Conditions; "PayPal" means the payment services offered by PayPal (Europe) Ltd.; "Registration" means an application by the Company acting as agent for the Customer to register domain name(s) with the Naming Organisation; "Renewal Period" depends on the Services ordered by the Customer and can range from 3 months to 2 years. "Service" and "Services" means the providing of an eShop, Dedicated Server, the Registration of domain name(s) and/or hosting the domain name(s) of the Customer, or any other products or services of the Company; "Specified Service" means the Service ordered by the Customer. "UDRP" means Uniform Domain Names Dispute Resolution Policy; "Working Day" means a day other than a Saturday or Sunday on which the Clearing Banks in the United Kingdom are open to the public for the transaction of business.

1.2 References

In this Agreement, references to "this Agreement" are references to this Agreement together with any document referred to or incorporated herein; "Clauses" are references to clauses to this Agreement; "Persons" include a reference to anybody corporate, unincorporated association or partnership; the singular shall include the plural and vice versa; "Third Party" is a person who is not a party to this Agreement; references to a statute, statutory instrument, regulation, order or licence is a reference to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time, unless the context otherwise requires.

1.3 Include

The words "include" and "including" are to be construed without limitation.

1.4 Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of these Conditions.

2. TERMS OF CONTRACT

2.1 Incorporation of Conditions

These Conditions shall apply to and be incorporated into any Agreement between the Company and the Customer relating to the Services.

2.2 Conflict

Subject to any special conditions agreed between the Company and the Customer, these general Terms and Conditions shall apply and shall prevail over any other term of this Agreement. No variation or waiver or addition to this Agreement shall be binding on the Company, unless and until it is confirmed in writing by the Company.

3. SUPPLY OF THE SERVICES

3.1

The Company agrees to supply the Services to the Customer on the following conditions, though please note that these conditions are not an offer to provide service but merely a statement of the terms on which we would provide them. (a) the Company shall (subject to Clause 4.1) supply the Services to the Customer as soon as reasonably practicable and in any event no later than 30 days from the Commencement Date of the Agreement; (b) the Company shall inform the Customer of any delay in the delivery of the Services as soon as reasonably practicable; (c) the Company shall provide a full refund of the Charges (subject to Clause 4.1) to the Customer if it is unable to supply the Services within 30 days from and including the Commencement Date of the Agreement; and

3.2 Risk and Title

(a) risk in any Equipment shall pass to the Customer on delivery; and (b) the Company shall retain ownership of the Equipment for the Duration Period of this Agreement.

3.3 Warranty

The Company warrants to the Customer that the Services will be provided using reasonable care and skill but at all times this will be subject to downtime caused by routine or emergency maintenance by the Customer or occasioned by third parties. The Company will not be liable to the Customer or any third party for any losses whatsoever caused by such downtime.

4. REGISTRATION OF DOMAIN NAME(S)

4.1

The Company does not accept responsibility nor does it make any warranty that the domain name(s) requested by the Customer will be accepted for registration in the register of the Naming Organisation nor will it be liable for any costs of the Customer incurred if the application for Registration is unsuccessful. The Company does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Customer.

4.2

Upon successful Registration the Company will host the Customer's domain name(s) for the Initial Registration Period and for such time as it remains validly registered to the Customer subject to such rules of the respective Naming Organisation.

4.3

Notwithstanding Clause 4.2, the Company reserves the right to suspend or cancel any application for Registration or refuse to host a domain name(s) in the circumstances set out in Clause 11.1 of this Agreement.

4.4

Once we fulfill your domain order we shall notify you of the successful registration of the domain name(s).

We will host your domain name(s) for the initial pre-paid registration/billing period and for all future registration/billing periods. Your account will be automatically charged at the beginning of each registration/billing cycle, for the entire cycle. Registration/billing cycles will continue automatically, except at which time you cancel the package or move the domain(s) from 1&1.

4.5

The Customer acknowledges that any disputes arising out of the use of its domain name(s) requested by the Customer will be resolved for .uk domains in accordance with the Nominet UK Dispute Resolution Service which can be accessed <http://www.nic.uk/ref/drs.html> and for .com, .net and .org as well as .info, .biz and .name domains in accordance with the UDRP which can be accessed <http://www.icann.org/udrp/udrp.htm> which may impose restrictions on the termination or transfer of a domain name(s) with its current host during or pending the settlement of such a dispute. The Company agrees to act as mediator for the Customer.

4.6

Subject to Clause 17 the Customer shall be permitted to transfer his domain name(s) to another host other than the Company upon termination of this Agreement in accordance with Clause 8.

4.7

You acknowledge and agree that Aqueous UK Ltd or its agents, assignees or licensees may, upon registration of your domain name, associate any data of any kind, in Aqueous's sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until you replace such data with the Web Site. This paragraph shall apply to any and all web pages generated by Aqueous UK Ltd, whether in connection with HTML standard response codes or otherwise, including but not limited to 404 error pages.

5. CHARGES

5.1

All accounts are payable on demand. In the absence of demand, payment in full for the goods supplied shall be made by the Buyer to the Seller on or before the fourteenth day following the date of the invoice. The Seller shall also be entitled to charge such reasonable costs as it may incur in recovering any overdue balances.

5.2

The Company shall be entitled to issue an invoice for the Charges on the Commencement Date or as soon thereafter as is reasonably practicable. The invoice shall be entered into the Customer's administration menu and the Customer shall be responsible for checking receipt. The Company will if required provide invoices through the postal system but subject to payment of the Company's Additional Charges that are in force from time to time.

5.3

The Customer agrees to pay for all packages 12 months in advance, .co.uk/.org.uk/.me.uk domains 24 months in advance, .com/.net/.org/.info/.biz and other domains 12 months in advance, except when noted otherwise.

5.4

Payment of the Charges can only be made by a valid Credit/Debit Card, Direct Debit or through Pay Pal and the Customer shall provide details of the same when he makes an Order for the Services. Payments processed by Pay Pal are subject to Pay Pal's terms and conditions of service, and 1&1 makes no representations or warranties with respect to those services.

5.5

The Company shall be entitled to vary the Charges from time to time with effect from the date specified in the Amendment Notice. The Company shall issue an Amendment Notice no later than 6 weeks prior to the date that any variation of the Charges shall come into force.

5.6

The Customer shall no later than 6 weeks from the date of deemed receipt of the Amendment Notice send a counter notice to the Company accepting or rejecting the terms of the Amendment Notice. In the event that the Customer specifies in the counter notice acceptance of the terms of the Amendment Notice or fails to send a counter notice within the specified period then the terms of the Amendment Notice shall apply as from and including the date specified in the Amendment Notice and this agreement for Services shall be deemed to be varied accordingly. In the event that the counter notice rejects the terms of the Amendment Notice then until such date as this Agreement has been terminated in accordance with this clause the Customer will be charged the Charges as varied from and including the date in the Amendment Notice. Upon receipt of the Amendment Notice the Customer has the right to terminate this Agreement with effect from the date in the Amendment Notice, such notice of termination to be received by the Company no later than 14 days before the date in the Amendment Notice.

5.7

The Customer acknowledges that the Charges are exclusive of any telecommunication charges. All telecommunication charges incurred by the Customer in connection with the use of the Services remain solely at all times the responsibility of the Customer. The Company does not accept liability or responsibility for any such charges.

5.8

If the Charges are not paid in accordance with the Company's invoice, the Company shall be entitled so far as is permitted by law and without prejudice to any other rights it may have to charge interest on the outstanding amount (both before and after judgement) at the rate of 8% above the base rate and including the due date but excluding the date the outstanding amount is paid in full.

5.9

Neither the Company or the Customer shall be entitled to set off a credit against any amount owed to it by the other under the terms of this Agreement or under any other agreement prior to completion of this Agreement.

5.10

Upon termination of this Agreement the Customer shall be bound to pay any outstanding amount of the Charges in respect of the Services received up to and including the date of termination and the Company agrees to refund in full the difference between the Charges for the Services received up to the date of termination and the amount actually received by the Company from the Customer. The customer acknowledges that invoices relating to domain name registrations, shipping & handling of software and additional traffic are non-refundable.

5.11

All prices exclude VAT @15.0%

5.12

The volume of included data transfer may be limited, depending on the chosen package.

The Company may modify the prices giving fifteen (15) days notice.

5.13

Any customer withdrawing payments via bank or credit card, Direct Debit or Pay Pal (referred to as "chargeback") in a way the company believes is unfair shall incur a punitive fine of £10. The same punitive fine will be incurred if payments made are then rejected by our bank.

5.14

Internal domain transfers will incur the same charges as domain registrations.

5.15

Customer accounts that are not settled by 20 days after due date will be passed to a debt recovery agency and will incur an administration fee of £15.00.

6. CUSTOMER OBLIGATIONS

6.1

The Customer shall:-

6.1.1

Keep full security copies of the Customer's computer programs data base and computer records on a daily basis or more frequently if required by best computing practice. This must be stored by the customer and backed up regularly;

6.1.2

Obtain the consent of individuals whose personal data are to be held on the register of the Naming Organisation and promptly notify the Company of any changes to the Customer's registered details including (but not limited to):- (a) name and address of the Customer; (b) name, postal address, e-mail address, telephone and fax number of the technical contact and administrative contact of the Customer's domain name(s) and in any event provide such information within 15 days of a request for such information from the Company.

6.1.3

Check all email accounts in regular intervals and download the email stored therein. The customer is responsible for storing copies of their emails. Emails should be removed from the mail servers at regular intervals (more than once per week) and stored by the customer. Email accounts that have not been used for a period exceeding two (2) months (i.e., the account has not been accessed by the Customer and email has not been downloaded for a period of two month) are subject to suspension by The Company. The Company takes no responsibility for the loss of any data and/or emails located in an account and the Customer's has no recourse against The Company for any damages resulting from the loss of such data.

6.1.4

Notwithstanding Clause 20.5, keep confidential all passwords received from the Company for the purpose of the Services and notify the Company immediately upon becoming aware that a password has become known to an unauthorised third party.

6.1.5

Only make use of the Services for a legitimate and lawful purpose.

6.1.6

Complete its own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

6.1.7

Ensure that the Customer's home page created from the Equipment supplied by the Company contains the full name and address of the Customer.

6.1.8

Allow the Company to access the Customer's home page to check for any infringements of the Customer's obligations under this Agreement.

6.1.9

Ensure that it complies at all times with all relevant laws and obligations including but not limited to any licence under the Act which is applicable to the Customer and all related laws in any territory in which the Customer is situated or in which the Customer's Website may be accessed or made available. The Customer must also obtain any relevant consents and approvals for the installation and use of the Equipment. The Company will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

6.2

The Customer shall NOT:-

6.2.1

modify or alter the Equipment without the prior consent of the Company;

6.2.2

send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available;

6.2.3

make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include but not be limited to not sending large numbers of electronic mails with the same content which is commonly referred to as "spamming";

6.2.4

Use of the IMAP account as a "virtual drive", i.e., to store files as attachments or in any other manner, is strictly prohibited. IMAP accounts may be used for no purpose other than in the context of normal email traffic, and must be configured to ensure copies of emails are stored on the customer's computer and not on the Company's mail servers.

6.2.5

use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are erotic or pornographic including but not limited to any other material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation;

6.2.6

arrange its home page(s) in a way that leads to a risk of or causes an excessive load on the server provided by the Company in connection with the Services;

6.2.7

exceed the relevant data transfer volume applicable to the Specified Service unless the Customer has agreed with the Company to pay Additional Charges as may vary from time to time for the data transfer volume exceeding the agreed level in the Specified Service.

6.2.8

use the Services in a manner which infringes a third party's copyright or other intellectual property rights of whatsoever nature.

6.3

Without prejudice to any other rights of the Company arising from this Agreement or otherwise, the Customer will indemnify the Company against all claims, losses, liabilities, expenses, fines and penalties of whatsoever nature made, incurred or imposed as a result of a breach by the Customer of the terms of this clause.

7. LIABILITY

7.1

To the extent permitted by law, the Company shall not be liable to the Customer save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.

7.2

So far as is permitted by law and subject to Clause 3.3 the Company makes no warranty to the Customer as to the quality of the Services or Equipment or the fitness for purpose of the Equipment.

7.3

Neither party shall have any liability to the other in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising, save as set out in Clause 7.3, 7.4 and 7.5 below.

7.4

Nothing in this Agreement shall:- (a) exclude or restrict the Company for liability in respect of the death or personal injury or fraud resulting from the negligence of the Company, its employees or agents; (b) exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and where the Customer deals as a consumer, the conditions implied by sections 13 to 15 inclusive of the said Act and by sections 3 and 4 of the Supply of Goods and Services Act 1982; or (c) where the Customer deals as a consumer, affect the Customer's statutory rights.

7.5

The Customer will indemnify the Company for all loss of revenue, business profits, costs and expenses arising from any failure by the Customer to use the Services in accordance with this Agreement or failure to return (if required under the terms of this Agreement) the Equipment in good condition and against any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the site by the Customer.

7.6

The Company disclaims all liabilities in connection with the following :

loss of material uploaded

incompatibility of the site with any of the Customer's equipment, software or telecommunications links

technical problems including errors or interruptions of the site

loss of emails which have not been copied to the customer's local computer

unsuitability, unreliability or inaccuracy of the site.

7.7

The Company will indemnify the Customer for claims made against the Customer by third parties for breach of their Intellectual Property Rights if such breach has been caused by the act, omission or otherwise of the Company, its employees or agents.

7.8

Nothing in this Agreement shall prevent the Company from pursuing payment of a debt against the Customer.

7.9

Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

8. TERMINATION

8.1

Either party may at any time by giving notice in a written and signed summary document, terminate this agreement without compensation to the other party if the other party shall become bankrupt, or if a body corporate pass a resolution or the court shall make an order that one party be wound up, otherwise than by way of amalgamation or reconstruction, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitles the court to make a winding up order.

8.2

The Company shall have the right to terminate this Agreement without reason upon giving 14 days written notice to the Customer and termination shall occur at the expiry of the notice period. The Customer shall have the right to terminate this Agreement any time giving written notice to the Company. Termination shall occur at the reception time of the notice.

8.3

Termination or expiry of this Agreement for whatever reason shall not prejudice or affect any right of action or remedy which shall have occurred or shall accrue thereafter to either of the parties.

8.4

The Company reserves the right to terminate this Agreement without notice upon any of the following events:- (a) the Charges and/or Additional Charges are outstanding for more than 20 calendar days; (b) the Customer is in breach of his obligations as set out in Clause 6.1.3, 6.1.4, 6.1.5, 6.1.7, 6.1.9, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8 and 12; (c) the Customer fails, despite prior warning to remedy a breach of Clause 6.2.7.

8.5

Should the customer not receive email confirmation of their termination within 14 days of their request date the customer is responsible for contacting the company to ensure the termination has been received.

9. Effect of Termination

9.1

On termination or expiry of this Agreement for whatever reason the following provisions shall apply:- (a) the Equipment and all copies thereof, which is the subject matter of this Agreement will be returned to the Company in good condition if required under Clause 12.6, and in any event in no worse condition than at the commencement of this Agreement; (b) in the event that the Equipment is not returned by the Customer to the Company in good condition, the Company shall be entitled to compensation equal to the value of the cost of repairing the Equipment or if such Equipment cannot be repaired the cost of replacing the Equipment; (c) the non-exclusive licence pursuant to Clause 12 granted to the Customer in respect of the Equipment by the Company shall be revoked with immediate effect; (d) the Customer shall pay immediately all Charges and/or Additional Charges outstanding under this Agreement to the Company within 14 Working Days. (e) the Customer shall pay all amounts (if any) as and when such amounts shall fall due under the indemnity given in Clause 7.4; (f) the Customer shall be responsible for renewing the Registration of his domain name(s) and finding a new host for the respective domain name(s); (g) the Company shall without prior notice cease hosting a domain name(s) 30 days from and including the expiry date of notice to terminate given under Clause 8.2 or 30 days from the date of termination if earlier notwithstanding that the Customer has not found an alternative host for the respective domain name(s).

10. CONSUMER'S CANCELLATION RIGHTS

10.1

Any Customer buying as a consumer has the unreserved right to cancel this Agreement at no cost and without any reason within 7 days from either:- (a) the date the contract is formed; or (b) the date that confirmation that the contract is formed is received from the Company whichever is the later.

10.2

The Customer may exercise the right of cancellation by notifying the Company in writing at the Company's address shown in Clause 1.1 by sending a fax to the Company at 0845 280 7877.

10.3

The Customer will no longer have this right once the Company has commenced provision of the Services with the Customer's consent. The Customer shall be deemed to have given such consent by accepting these Terms and Conditions.

11. LIMITATION OF SERVICE

11.1

The Company shall be entitled to suspend such access to the Services as it deems necessary by the Customer or any third party to all or any party of the Services if the Customer is in breach of any of Clauses: 5, 6.1.4, 6.1.5, 6.1.7, 6.1.9, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6 and 12. This Clause shall not be construed in any way as limiting the termination rights of the Company as provided by Clause 8.

11.2

In the case of Clause 6.2.6 the Company's right to suspend access to the Services in accordance with Clause 11.1 also applies if the Customer reaches the relevant data transfer volume but does not exceed it.

11.3

If access to the Services is suspended as a result of downtime caused by routine or emergency maintenance by the Customer the Services shall be reconnected as quickly as practicable after, in the opinion of the Company, such circumstances giving rise to the need to suspend have ceased to exist.

11.4

Following the suspension of Services (other than for the reasons referred to in Clause 11.3) the Customer shall be obliged to apply for reconnection of access to the Services but the Company shall not be obliged to reconnect access to the Services. On receipt of an application to reconnect the Company may do one of the following:- (a) reconnect as soon as reasonably practicable subject to payment of all Charges and/or Additional Charges and any amounts due under Clause 7.5; (b) specify additional reasonable terms required by the Company prior to agreeing access to the Services; (c) refuse to allow access to the Services on the basis that the breach or instruction or event which led to the suspension of access is unremedied or still remains as the case may be.

11.5

The Customer will pay any Additional Charges as may be required from time to time by the Company for reconnection to the Services.

11.6

If the breach or instruction or event which led to the suspension of Services remains or the Customer refuses to accept the additional terms referred to in Clause 11.4(b), the Company shall be entitled to terminate without notice;- (a) in the case of non payment of any Charges or Additional Charges, if such amounts remain outstanding for more than 20 calendar days; or (b) in the case of any other event leading to suspension of access to the Services, if it remains unremedied or additional terms are not accepted within 14 days of the suspension.

11.7

The Company does not give any warranties in connection with the provision of goods supplied by a third party for the provision of the Services but shall, if applicable, assign to the Customer the benefit of any licence, warranty, guarantee or indemnity given by the third party supplying any Equipment to the Company.

12. LICENCE AGREEMENT

12.1

In consideration of and subject to payment of the Charges by the Customer upon the Commencement Date of this Agreement, and the compliance by the Customer with the Terms and Conditions of this Agreement, the Company grants to the Customer on and from the Commencement Date until the termination of this Agreement in accordance with Clause 8 of these Conditions, a revocable non exclusive licence to use the Equipment and ancillary documentation in accordance with this Clause 12.

12.2

The Customer shall receive from the Company a revocable non-exclusive licence to utilise the Equipment for the Duration Period of the Agreement in accordance with the Terms and Conditions of this Agreement. Should the client be authorised by the Company to have the use of multiple Equipment the following user conditions shall apply to each item of Equipment. Equipment shall cover the original software program and all duplicates (copies) hereof as well as sections of the program if these are connected with other programs. A software program shall include but not be limited to machine-readable instructions, audio visual contents and the appropriate licence materials. The licence regulations of the respective Equipment manufacturer shall also apply.

12.3

The Customer shall undertake to ensure that everyone who uses the Equipment shall observe this licence agreement. The Customer may simultaneously use the Equipment only on one computer i.e. a stand alone computer which is not networked. A "use" of the Equipment occurs, if the Equipment is located in the primary memory or in the storage medium of a computer. Equipment that is installed in a net server only for the purpose of program distribution will not be considered as being used.

12.4

The royalties received by the Company shall depend on the frequency of use (for example, number of users), resources (for example, processor size) or a combination of both. If access to Equipment is controlled by a licence management program, copies may be made and stored on all machines that come under the licence management program. However, the use may not exceed the total number of admissible users or resources. Some Equipment which is intended for use at home or mobile use, may be stored on a primary and another computer. However, the Equipment may not actively be used on both computers at the same time.

12.5

The client may take such back up copies of the Equipment as is necessary in accordance with best computing practice. Manuals may be printed out on paper for use in the Customer's security procedures. The client shall not be entitled to use, copy, process or transfer the Equipment in a way other than that described herein to convert the Equipment into another form (Reverse-Assemble-Reverse-Compile) or in any other way translate the Equipment, if such conversion is not indispensably provided for by express legal regulations. The client shall not be entitled to rent out or lease the Equipment or assign or sub-licence the Equipment except or expressly agreed under Clause 17 of this Agreement.

12.6

The Customer may be required at the Company's discretion to return to the Company all Equipment, contingent copies as well as all written documentation and advertising materials supplied in connection with the Equipment within 14 Working Days of termination of this Agreement. The Client shall remove all stored programs from the Customer's computer system provided the Customer is not legally obliged to keep the programs for a longer period. This Clause shall not prejudice or affect any other right of action or remedy or obligation which shall have occurred or shall accrue thereafter to either of the parties.

13. INTELLECTUAL PROPERTY RIGHTS

13.1

All Intellectual Property Rights of the Company in any Equipment and ancillary documentation shall at all times for the Duration Period of this Agreement remain vested in the Company.

14. DATA PROTECTION

14.1

All information, mail messages and other data stored on the Company's computer system will be treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purpose of the Company's back up services and/or providing the Customer with the Services and/or for the Company's own internal purposes such as market research.

14.2

The Company expressly points out to the Customer that by entering into this Agreement the Customer acknowledges and agrees that once the Customer's unencrypted data passes onto the Internet, it is not secure and is open to unscrupulous use. The Company cannot accept responsibility or liability for any data or information that becomes available by such means against the wishes of the Customer and the Company recommends the use of encryption for transfer of sensitive data or information.

14.3

The Customer accepts that the Company will put its name on its mailing list for receipt of product information and other advertising material from the Company unless it informs the Company in writing that it does not wish to receive such material.

14.4

The Customer accepts that the register of the Naming Organisation will include the Customer's name and address, administrative partner and technical partner and other details relating to them. This information (if it refers to individuals) is personal data for the purposes of the Data Protection Act 1984. The Customer accepts that the Naming Organisation may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the domain name(s) or any other related purpose.

15. FORCE MAJEURE

15.1

The Company shall not be liable for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.

16. INSURANCE

16.1 Obligation to Insure

The Customer shall take out and maintain at its own cost insurance against any property loss insuring the Equipment for its full replacement value against all usual risks until returned if applicable to the Company.

17. COMPLAINTS

The Customer should address any complaints concerning the provision of the Services to the Company at the Company's address shown in Clause 1.1 or by sending a fax to the Company at 0845 280 7877.

18. ASSIGNMENT

Neither this Agreement or any rights or obligations hereunder may be assigned or transferred or sub-contracted by the Customer in part or in whole to a third party, without the prior consent of the Company such consent not to be unreasonably withheld. The Company may on providing notice to the Customer assign this Agreement in part or in whole to any third party.

19. THIRD PARTY RIGHTS

Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than the Company and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. IMPORTANT INFORMATION FOR PLACING ORDERS

The following information is provided to Customers in compliance with EU Directive No. 2000/31/EC (the e-Commerce Directive):

20.1

The following are the steps to be taken by the Customer to place an order using the Company's site. Orders may only be placed in English. Orders will be acknowledged via email within 24 hours from placing the order. The order steps are the same as for hosting, dedicated servers & eShops, except domain name registration e.g click on eShops (your desired package) in the navigation or on the page 1. Select the desired package e.g Starters, Home, Business or Professional². Enter address details or, if existing customer account number/domain name and password³. Miscellaneous: enter password, where did you here about us / order software⁴. Finalise/Confirm order / review everything / enter credit card, Direct Debit or Pay Pal account data

20.2

The Customer may check to see whether an order has been placed correctly and if necessary correct any errors by taking the following steps: Order step"4" allows to change all entered data by clicking the steps on navigation bar

20.3

Once an order has been placed it will be filed by the Company and will be accessible to the Customer.

20.4

This site is owned and operated by Aqueous UK Ltd, incorporated in England and Wales (Company Number: 6871259) at the registered address of 12 Barley Cross, Wick St Lawrence, Weston-super-Mare, North Somerset BS22 9TB. Aqueous UK Ltd is registered for VAT in England and Wales (Registered Number: 970 5446 08).

20.5

The Customer may contact the Company by calling 01934 524663 or by writing to us at 12 Barley Cross, Wick St Lawrence, Weston-super-Mare, North Somerset BS22 9TB.

20.6

Our VAT number is 970 5446 08.

21. GENERAL

21.1

No delay, neglect or forbearance on the part of either party in enforcing against the other party any terms or conditions of this Agreement shall either be or be deemed to be a waiver in or in any way prejudice any right of that party under this Agreement, unless such waiver shall be in writing.

21.2

Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if sent by first class post, or where the parties expressly agree by electronic mail or facsimile transmission, to such person and such address as either party shall nominate for this purpose from time to time.

21.3

No item of Equipment is to be used by any person other than by the Customer or his employee/agent.

21.4

This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.

21.5

Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.

Aqueous UK Ltd

Registered Address: 12 Barley Cross • Weston-super-Mare • North Somerset BS22 9TB

Company No: 6871259 • VAT No: 970 5446 08

Tel: 01934 524663 • Fax: 0845 2807877

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