



Website Hosting Terms

30 Day Rolling Contract

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1. Scope of Work

This agreement covers the following services:

Website Hosting:

Our hosting service ensures reliable, secure, and high-performance website hosting with ongoing support. This includes:

- **Server Management** – We handle the maintenance, monitoring, and optimisation of our hosting infrastructure to ensure maximum uptime and performance.
- **Security & Backups** – Regular security updates, threat monitoring, and automated daily backups to protect your website's data.
- **Performance Optimisation** – Hosting environment configured for speed and efficiency, including caching and resource scaling where applicable.
- **SSL & Security Updates** – Implementation and renewal of SSL certificates for secure browsing, along with proactive security patches.
- **Uptime Monitoring** – Continuous monitoring to detect and resolve potential hosting-related issues before they impact website availability.
- **Support & Troubleshooting** – Assistance with hosting-related issues, including DNS configuration, email setup guidance, and performance concerns.

This hosting service is designed to provide a seamless and worry-free experience, ensuring your website remains online, secure, and optimised.

Website Updates:

- Keeping all plugins, themes, and core software up to date.
- Monitoring website performance to address potential compatibility or functionality issues.
- Minor content adjustments, such as text edits or image replacements, as requested by the client.

Bug Fixes:

- Diagnosing and resolving technical issues impacting the performance, security, or usability of the website.
- Prioritising urgent fixes, such as those that affect live customer interactions or e-commerce transactions.

1. Scope of Work

Exclusions:

- Tasks requiring significant development time or additional resources (e.g., rebranding, migration to new platforms, full website redesign).
- Services outside the scope, such as ongoing SEO, digital marketing, or server administration.

These exclusions will be handled as outlined in the “Additional Work” section.

2. Additional Work

For services outside the defined scope of this agreement:

Quoting Process:

A detailed proposal will include:

- The nature and scope of the requested task(s).
- The estimated time required to complete the work.
- The associated cost based on the standard hourly rate (£70+VAT/hour).

A written or digital sign-off is required from the client before work begins.

Timeline Commitments:

- Once approved, a specific timeframe will be communicated.

Billing and Payment:

- Additional work will be invoiced separately and must be settled within the same payment terms (30 days).

3. Payment Terms

Monthly Hosting Fee

- Hosting services are billed on a rolling monthly basis, with payment required in advance for the upcoming 30-day period.
- All clients must set up payment via GoCardless, our direct debit provider, to ensure seamless and timely processing.

Late Payment Policy

- Payments are collected automatically each month. If a payment fails, a retry will be attempted, and you will be notified.
- If payment is not received within 7 days of the due date, hosting services may be temporarily suspended until the outstanding balance is settled.
- If non-payment continues beyond 30 days, we reserve the right to terminate hosting services and remove website access.

Invoice Breakdown

Each monthly invoice will include:

- The standard hosting fee.
- Any additional charges for upgrades or extra services requested by the client.

4. Contract Duration

a. Hosting Only

- This hosting agreement operates on a **monthly rolling basis**, with payments made in advance for the upcoming 30-day period via **GoCardless direct debit**.
- Clients may cancel hosting services at any time with **30 days' written notice**.
- No long-term commitment or ownership restrictions apply for hosting-only services.

b. Website + Hosting

- If Uphost Ltd builds and hosts the client's website, ownership of the website remains with **Uphost Ltd** for a **24-month period** from the start of the service.
- After this period, ownership of the website will **transfer to the client**.
- Clients may cancel hosting services at any time with **30 days' written notice**.
- If the website has been hosted for less than **24 months**, an early termination fee may apply to cover the remaining balance of the ownership period.
- Any outstanding fees must be settled before the website or associated data can be transferred.

c. Material Handover

- Upon termination, clients will receive a copy of their website and related data, provided all outstanding payments have been made.
- If the client wishes to migrate to another provider after the **24-month period**, we will offer assistance in transferring the site to ensure a smooth transition.

5. Intellectual Property

- All legal rights, title, and interest in and to the Website, Hosting Services, and related software remain the property of Uphost Ltd during the 24-month period.
- Clients are granted a license to use the hosting service but may not resell or redistribute it without explicit permission.

6. Acceptable Use Policy

- Clients must not use hosting services for **illegal activities, spamming, hacking, or excessive resource usage**.
- We reserve the right to **suspend or terminate services** for violations of this policy.

5. Intellectual Property

- While we strive to provide **99.9% uptime**, we do not guarantee uninterrupted access due to external factors.
- Uphost Ltd is **not responsible for data loss, cyber-attacks, or client misuse** of hosting services.

8. Data Protection and Privacy

- We comply with **GDPR regulations** to protect client data.
- Clients must ensure they have **appropriate security measures** in place for their websites.

9. Indemnification

- Clients agree to hold Uphost Ltd harmless against legal claims arising from the use of hosting services.

10. Service Modifications & Updates

- We reserve the right to modify hosting plans, features, or pricing with **prior notice to clients**.

11. Third-Party Software and Integrations

- Clients may install third-party software, but Uphost Ltd is not responsible for compatibility issues or security vulnerabilities.

12. Dispute Resolution

Amicable Resolution:

- Both parties agree to attempt resolution through mediation before pursuing formal legal action.

Arbitration:

- Any disputes that cannot be resolved amicably will be subject to binding arbitration under UK law.

13. Force Majeure

Neither party will be held liable for delays or non-performance caused by circumstances beyond their control, including natural disasters, governmental restrictions, or significant technical failures.

14. Support and Escalation

For any support inquiries, the following escalation contacts are available:

- **Standard Support (In-Hours):** 01925 321 002
 - **Phone:** 01925 321 002
 - **Email:** support@uphost.co.uk
- **Emergency Support (Out of Hours):**
 - **Phone:** 01925 321 002
 - **Email:** support@uphost.co.uk

Office Address: The Base, Dallam Ln, Warrington, WA2 7NG

Emergency support should be used for critical issues that require immediate attention outside of standard support hours.

By using our Website or Services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.