

## BS-L WEB HOSTING STANDARD CONTRACT

This Contract Agreement is made this.....day of .....(month), 20.....(year), between:

Name:

Business Name ("**Client**"):

Having its principal place of business at:

Address:

City:

County:

Post Code:

Phone:

Fax:

Email:

And **BS-L** Web Hosting having its principal place of business at:

79 Milford Lodge, Milford, Surrey, GU8 5JF  
Email: Admin@**BS-L**.co.uk

In consideration of **Client** retaining **BS-L** to host a website for **Client**, it is agreed as follows:

### 1. Financial Arrangements

The **Client** agrees to a twelve (12) month contract, beginning upon commencement of service. First Monthly or Annual payment, dependent upon the package bought, shall be due upon receipt of contract. This agreement will automatically renew for successive twelve (12) month periods until cancelled in writing. **Clients** paying by cheque will receive an invoice for charges, payment being due upon receipt. **Clients** paying by Direct Debit expressly agree to have their account billed monthly for the recurring charges for the life of the contract including any automatic renewal periods. The **Client** also undertakes to notify **BS-L** in writing of any changes in their Banking details.

Initial payment is due with the contract, regardless of the status of domain name application or any other forces beyond the control of **BS-L**.

### 2. Taxes

**BS-L** shall not be liable for any taxes or other fees to be paid in accordance with or related to sales made from the **Client** using **BS-L**'s server. The **Client** agrees to take full responsibility for all taxes and fees of any nature associated with such products sold by the **Client**.

### 3. Warranties and Liability

The **Client** will provide **BS-L** with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of **BS-L**. **BS-L** shall make no effort to validate this information for content, correctness or usability.

Use of **BS-L**'s service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the **Client**'s Web space by the **Client**. The following examples are offered: Web Publishing: requires a knowledge of HTML, properly locating and linking documents, FTPing Web space contents, Graphics, text, Sound, image mapping, etc. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Auto responders: knowledge of mReply auto responder, forwarding mail, use of mail by **Clients** to receive mail, etc.

The **Client** agrees that he or she has the necessary knowledge to create the **Client**'s Web space. The **Client** agrees that it is not the responsibility of **BS-L** to provide this knowledge or Client Support outside of the defined service of **BS-L**. **BS-L** will exercise no control whatsoever over the content of the information passing through the network. **BS-L** makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. **BS-L** also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the **Client**, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the **Client**. Use of any information obtained by way of **BS-L** is at the **Client**'s own risk, and **BS-L** specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to (and does not represent guarantees of) available end to end bandwidth. **BS-L** expressly limits its damages to the **Client** for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. **BS-L** specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", **BS-L** may, at its option and at any time, reject this material, including but not limited to after it has been put on **BS-L**'s Server. **BS-L** agrees to notify the **Client** immediately of its refusal of the material and afford the **Client** the opportunity to amend or modify the material to satisfy the needs and/or requirements of **BS-L**. If the **Client** fails to modify the material, as directed by **BS-L**, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

### 4. Copyrights and Trademarks

The **Client** represents to **BS-L** and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to **BS-L** for inclusion in web pages are owned by the **Client**, or that the **Client** has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend **BS-L** and its subcontractors from any claim or suit arising from the use of such elements furnished by the **Client**.

## 5. Hardware and Software

The **Client** is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access **BS-L's** web service. **BS-L** makes no representations, warranties or assurances that the **Client's** equipment will be compatible with the **BS-L** service.

## 6. Internet Etiquette

The **Client** may not use **BS-L** servers for the purpose of Mass Electronic Junk-mail. The **Client** may not use **BS-L** servers for excessive computation time inappropriate for Internet Web servers. The **Client** may not install in her/his account any program which presents a security problem on that server. **BS-L** reserves the right to immediately cancel any service account which is causing a disruption of services for other **Clients**. Electronic forums such as mail distribution lists and Usenet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of **BS-L** may not be used to impersonate another person or misrepresent authorization to act on behalf of others or **BS-L**. All messages transmitted via **BS-L** should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

The **Client** may not run any software, applications, or other processes on **BS-L** servers without the express written permission of **BS-L**.

## 7. Termination

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice must be made by mail or electronic mail. **BS-L** will not accept terminations over the telephone. Notwithstanding the above, **BS-Ls** may terminate service under this Agreement at any time, without penalty, if the **Client** fails to comply with the terms of this Agreement, including non-payment. **BS-L** reserves the right to charge a reinstatement fee.

## 8. Warranties and Liability.

**Client** agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or **BS-L**. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. **Client** hereby agrees to indemnify and hold harmless **BS-L** from any claim resulting from the **Client's** publication of material or use of those materials. It is also understood that **BS-L** will not publish information over the Internet which may be used by another party to harm another. **BS-L** will also not develop a pornography or warez web site for the **Client**. **BS-L** reserves the right to determine what is and is not pornography. **BS-L** does not warrant the functions of the site will meet **Client's** expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. **BS-L** is not held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond **BS-L** control.

## 9. Indemnification.

**Client** agrees that it shall defend, indemnify, save and hold the **BS-L** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees associated with **BS-L's** hosting of the **Client's** web site. This includes Liabilities asserted against **BS-L**, its subcontractors, its agents, its **Clients**, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the **Client**, its agents, employee or assigns.

## 10. Force Majeure

Any delay or non-performance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labour disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

## 11. Limited Liability

The **Client** expressly agrees that use of **BS-L's** Server is at the **Client's** sole risk. Neither **BS-L**, nor its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that **BS-L's** Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the **BS-L** Server service, unless otherwise expressly stated in this Agreement.

Under no circumstances, including negligence, shall **BS-L**, its officers, agents or anyone else involved in creating, producing or distributing **BS-L's** Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the **BS-L** Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to **BS-L's** records, programs or services. The **Client** hereby acknowledges that this paragraph shall apply to all content on **BS-L's** Server service.

Notwithstanding the above, the **Client's** exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate sterling amount which the **Client** paid during the term of this Agreement and any reasonable legal fee's and court costs.

## 12. Revisions and Transfer

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the **Client** on renewal of **BS-L**. Services as specified in Section I. Financial Arrangements. The **Client** may not transfer this agreement without the written consent of **BS-L**.

IN WITNESS WHEREOF, **Client** and **BS-L** have duly executed this Agreement as of the day and year first above written.

**BS-L Website Design**

Name:

Title:

Date:

**Client:**

Name:

Title:

Date: