

## General Provisions

### 1. These terms

**1.1 What these Terms and Conditions cover.** These are the Terms and Conditions on which we supply products and services to you. A contract is formed between Namesco Limited, and you, our customer as named on any order acceptance, and will consist of these Terms and Conditions, together with any schedules that relate to specific products or services that you have purchased from us, and any order acceptance (the “**Contract**”). The Contract shall apply to the exclusion of all other terms and conditions including any terms and conditions which you may attempt to introduce or rely on.

**1.2 Why you should read them.** Please read these Terms and Conditions carefully before you submit your order to us. These Terms and Conditions tell you who we are, how we will provide products and/ or services to you, how you and we may change or end of the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms and Conditions, please contact us to discuss. For details of how to contact us, please refer to section 2.1.

**1.3 There are other policies that may apply to you.** These Terms and Conditions refer to the following additional policies, and documents which also apply to your use of our site:

- a. [Our Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you warrant that all data provided by you is accurate.
- b. [Our Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site and services. When using our website, you must comply with this Acceptable Use Policy.
- c. [Our Cookie Policy](#), which sets out information about the cookies on our site.
- d. [Our Refund Policy](#), which sets out when and how you can obtain a refund (alongside provisions in these Terms and Conditions).
- e. [Our Data Processing Agreement](#) (“DPA”) between you and Namesco Limited, if applicable. In case Namesco Limited processes personal data on your behalf as a data processor, the DPA available at the following link <https://www.names.co.uk/info/terms/data-protection> will apply. If you accept these Terms and Conditions, the relevant DPA will apply. If you do not process personal data as a data controller or data processor, no DPA will apply.

**1.4 We also have a number of product specific Schedules which can be found on our website.** Ensure you read the correct Schedule which applies to the product or services you are purchasing.

**1.5 If there is any conflict between the terms in each Schedule and these Terms and Conditions, the applicable Schedule will take precedence.**

1.6 **Are you a Business Customer or a Consumer?** In some areas you will have different rights under these terms depending on whether you are a Business Customer or Consumer. You are a “Consumer” if:

- a. You are an individual.
- b. You are buying products and/ or services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.7 Provisions specific to consumers only are in red and those specific to businesses only are in blue.

1.8 If you are a Business Customer this is our entire agreement with you. The Contract constitutes the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty (except statutory warranties for Consumers) made or given by or on behalf of us which is not set out in the Contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

1.9 **We may alter or amend these Terms and Conditions at any time** for any reason upon giving you not less than twenty-one (21) days notice in advance by post, email, and/or by posting the alteration on our website at <https://www.names.co.uk/info/terms/change-to-terms> setting out the date it is to take effect. If we send the notice by post or email, we will send it to the most recent contact details you have provided. Except where the change is as a result of legislative or regulatory requirements, if you do not wish to continue with the service as a result of the change to the Terms and Conditions, you may terminate the Contract without penalty by giving us written notice to reach us not less than seven (7) days before the date when the alteration to our Terms and Conditions is to take effect. If we do not receive such a notice from you prior to that date, and/or if you continue to use the service after sending us a notice, you will be deemed to have accepted the alteration.

1.10 **It is important to note that if you purchase any of our services bundled together as a package**, (for example you purchase a package that includes both a domain name and email as opposed to purchasing these separately), termination of any part of the services may result in termination of all the services provided as part of that bundled package.

## 2. Information about us and how to contact us

2.1 **Who we are.** We are Namesco Limited a company registered in England and Wales. Our company registration number is 03913408 and our registered office is at Acton House, Perdiswell Park, Worcester WR3 7GD United Kingdom. Our registered VAT number is GB 824767110.

2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0345 363 3633, via your Online Control Panel once your account has been set up or by writing to us at Acton House, Perdiswell Park, Worcester WR3 7GD United Kingdom.

- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone, via your Online Control Panel or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
3. **Our Contract with you**
- 3.1 **Your order must be submitted to us via your [Online Control Panel](#), through our website or with one of our representatives.**
- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we confirm your order, through completion of the process via the [Online Control Panel](#) or an email sent to you to accept it, at which point a Contract will come into existence between you and us. Time will not be of the essence in providing the products or services to you.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will refund any charges for the product and/or services. This might be because the product and/or service is not available, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product and/ or services or because we are unable to meet a delivery deadline you have specified.
- 3.4 **We reserve the right to refuse orders for any reason.** Where we do refuse an order, we may notify you that the order will not be processed. If the order has been processed and you have paid our charges after we notify you that your order has been refused, the charges you have paid will be refunded.
- 3.5 **Your order number.** We will assign an order number to your order and communicate this to you when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
4. **The duration of the Contract**
- 4.1 **As stated at Clause 3.2 above, the Contract will start when we accept your order for services,** which we will acknowledge in writing by sending you an email to the email address notified to us in your account. The Contract will continue in accordance with the terms applicable to a particular service set out in the Contract and for the subscription period applicable to the services in question (as displayed on our website at <https://www.names.co.uk/info/company/price-list> from time to time and confirmed by us in writing).
- 4.2 **At least four (4) weeks prior to expiry of the applicable subscription period, we may remind you of the impending expiry of the services** by notice to the then current contact details specified by you on your account, subject to your communication preferences. The provision of the services will lapse unless we receive payment for the extended term of the subscription. We will not be liable in respect of the non-renewal of a service if, having sent you a renewal notice, we do not receive notice of renewal and the applicable payment, or if you fail to notify us of a change of contact details.

**4.3 The Contract (and any subscription for service(s)) may be terminated early by you or us pursuant to these Terms and Conditions.**

**5. Your rights to make changes**

5.1 If you wish to make a change to the product or services you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product and/or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see Clause 10).

**6. Your obligations**

6.1 You agree to:

- a. Provide certain true, current, complete and accurate information about you as required by the application process;
- b. Maintain and update the information you provided to us when purchasing our services as necessary to keep it current, complete and accurate; and
- c. Ensure that the contact details you have provided to us are an up to date and valid method of communication.

6.2 **We rely on this information to send you important information** and notices regarding your account and our services, for example, information relating to the impending expiry and renewal date of a domain name or other service.

6.3 **We will not be liable in respect of the non-renewal of a service** or registration of a domain name if you do not receive our renewal notice having failed to notify us of new contact details.

6.4 **You must ensure that all information submitted is correct as we may not be able to rectify errors.**

6.5 **You warrant that you are capable of entering into a binding Contract; or are acting with the express permission of a person or organisation, and are using the payment details of that person or organisation, and that they also agree to be bound by the terms of the Contract. You also acknowledge that you will:**

- a. Immediately inform us on becoming aware of any unauthorised use of our products or services;
- b. Not use our products or services, or allow them to be used, for unlawful purposes or for the publication, linking to, issue or display of any unlawful or objectionable material (including any pirated content, material which is obscene, threatening, malicious, harmful, abusive, defamatory or which breaches any third party's intellectual property rights or which encourages criminal acts or contains any virus, worm, malware, trojan horse or harmful code) whether under English law, the laws of the country in which you are

based, or any other jurisdiction where the results of such purpose or the material in question can be accessed;

- c. Comply with all applicable legal requirements when you are using our products and services. Such legal requirements include, but are not limited to, the Data Protection Act 1998 (whilst it is still applicable), the General Data Protection Regulation (GDPR) (EU) 2016/679, the Privacy and Electronic Communications Regulations 2003, and the Computer Misuse Act 1990;
- d. Not use our products or services, or allow the products or services, to be used for the publication, web forwarding, linking to issue of or display or any material which in our absolute discretion may harm us, or any of our associated companies or their clients;
- e. Comply, and ensure that anyone using our products or services complies with our [Acceptable Use Policy](#);
- f. Comply promptly with any security policy or requirement that we bring to your attention; and
- g. Promptly provide us with any such information or assistance as may reasonably be requested of you.

**6.6 You acknowledge that you are entirely liable for all activities conducted and charges incurred**, in relation to our products and services, under your user name and password, or otherwise in your name and you acknowledge that we will not be liable for any loss of confidentiality or any damage resulting from your inability to comply with the Contract.

**6.7 You acknowledge that we have no obligation to:**

- a. Train you or your employees, agent or subcontractor on use of the products or services that we provide;
- b. Manipulate in any way any material which you wish to and/or do post on any website or other system or any communication it wishes to send via or in relation to the products or services that we provide; or
- c. Validate, vet or edit such material for usability, legality, content or correctness.

**7. For more information regarding your personal information, please see our [Privacy Policy](#).** The [Privacy Policy](#) sets out what information we require from you and what we do with the information once you have provided it.

**8. Our rights to make changes**

**8.1 Minor changes to the products and services.** We may change our products and services:

- a. To reflect changes in relevant laws and regulatory requirements; and
- b. To implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the products or services.

**8.2 More significant changes to the products or services and these Terms and Conditions.** In addition, as we informed you in the description of the product or services on our website, we may make other material changes to these Terms and Conditions or the product or services that we are providing to you. If we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any products or services paid for but not received.

## **9. Providing the products and/or services**

**9.1 When we will provide the products and/or services.** During the order process we will let you know the period for which we will provide the products and/or services to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the Contract. We will supply the services to you until either the services are completed or the subscription expires (if applicable) or you end the Contract as described in Clause 10 or we end the Contract by written notice to you as described in Clause 12.

**9.2 We are not responsible for delays outside our control.** If our supply of the products and/or services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any products and/ or services you have paid for but not received.

**9.3** In order to ensure good performance of the servers, we need to perform routine maintenance. This may mean that we need to take our servers offline. Where possible, we perform such maintenance during off-peak hours. We will try to give you advance notice of any maintenance which requires the servers to be taken offline by sending you an email to your notified email address or on our network status page at <https://status.names.co.uk> and we will try to keep interruption to a minimum.

**9.4 We also may need to, and reserve the right to, suspend the service if you exceed your maximum quota as notified to you.**

**9.5 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products and/or services to you. If so, this will have been discussed with you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and Clause 12 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products and/or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**9.6 Reasons we may suspend the supply of products and/or services to you.** We may have to suspend the supply of a product and/or services to:

- a. Deal with technical problems or make minor technical changes;

- b. Update the product and/or services to reflect changes in relevant laws and regulatory requirements; or
- c. Make changes to the product and/ or services as requested by you or notified by us to you (see Clause 8.)

**9.7 If we need to do this, we will try to keep you informed** and will try to keep interruptions to a minimum, but we cannot always guarantee to do so. If we have to suspend the supply of products and/or services to you for longer than twenty-eight (28) days we will adjust the price so that you do not pay for products and/ or services while they are suspended. You may contact us to end the Contract for a product and/or services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than twenty- eight (28) days and we will refund any sums you have paid in advance for the product and/or services in respect of the period after you end the Contract.

**9.8 We may also suspend supply of the products and services in the following circumstances:**

- a. If you do not pay us for the products and/or services when you are supposed to (see Clause 15.6), we may suspend supply of the products and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and/ or services. As well as suspending the products and/or services we can also charge you interest on your overdue payments.
- b. In the event that we are unable to verify your email and/or postal address we may suspend provision of the products and/or services without liability.
- c. The issuing by any competent authority of an order which is binding on us and which may prevent us providing products or services to you.

**9.9 Where we suspend the provision of our products or services under Clauses 9.6 and 9.8 above**, we shall not be obliged to lift such suspension outside of normal business hours and until you have paid all outstanding sums owing to us in cleared funds and, if required by us, accepted such revised payment terms as we may reasonably require.

**9.10 Unless otherwise specified the services do not include back up of your data.** You are responsible for the back-up of your own files and data, for your own internal network and all equipment that is connected to the Internet. In particular, it is your responsibility to ensure that your firewalls and anti-virus protection are kept up to date and are sufficient for your needs.

## **10. Your rights to end the Contract**

**10.1 You can always end your Contract with us.** Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the Contract and whether you are a Consumer or Business Customer:

- a. If what you have bought is faulty or mis-described you may have a legal right to end the Contract (or to get the service re-performed or to get some or all of your money back). See Clause 13 if you are a Consumer and Clause 14 if you are a Business Customer;

- b. If you want to end the Contract because of something we have done or have told you we are going to do, see Clause 10.2;
- c. **If you are a Consumer and have just changed your mind about the product and/or services, see Clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;**
- d. In all other cases (if we are not at fault and you are not a Consumer exercising your right to change your mind), see Clause 10.5.

**10.2 Ending the Contract because of something we have done or are going to do.** If you are ending a Contract for a reason set out at (a) to (c) below the Contract will end immediately and we will refund you in full for any products and/or services which have not been provided. The reasons are:

- a. There is a risk that supply of the products and/or services may be significantly delayed because of events outside our control;
- b. We have suspended supply of the products and/or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen (14) days; or
- c. You have a legal right to end the Contract because of something we have done wrong.

**10.3 Exercising your right to change your mind if you are a Consumer (Consumer Contracts Regulations 2013).** If you are a Consumer, then you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**10.4 Implications for when Consumers change their minds in relation to Domain Name registration.** Your right as a consumer to change your mind and receive a refund still applies once a Domain Name has been purchased. However, due to the bespoke nature of Domain Names you should be aware that the registered Domain Name may not immediately be cancelled by the appropriate Domain Name Registry and that the process for cancelling the Domain Name is governed by the Registry. The details of the Registry providing specific extensions can be found at <https://www.iana.org/domains/root/db>.

**10.5 Ending the Contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a Consumer who has a right to change their mind (see Clause 10.1), you can still end the Contract before it is completed, but you may have to pay us compensation. A Contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a Contract before it is completed where we are not at fault and you are not a Consumer who has changed their mind, just contact us (please see Clause 2.2) to let us know. The Contract will end immediately and we will refund any sums paid by you for products and/or services not provided but we may deduct sums from that refund (or, if you have not made an advance payment, charge you) as compensation for the net costs we will incur as a result of your ending the Contract.

**11. Instructions for cancellation (including if you are a Consumer and you have changed your mind).**

11.1 Subject to Clause 10.3 and 10.4, you have the right to cancel this Contract within fourteen (14) days without giving any reason.

- a. The cancellation period will expire after 14 days from the day of the conclusion of the Contract.
- b. To exercise the right to cancel, you must inform us at Namesco Limited, Acton House, Perdiswell Park, Worcester WR3 7GD United Kingdom of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post or via secure ticket in your [Online Control Panel](#) which operates as a secure form of communication with us like email). This does not include informing us via social media platforms or in person.
- c. You may use the [Cancellation Form](#), but it is not obligatory. You can also electronically fill in and submit any other clear statement through your [Online Control Panel](#). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation via a ticket in your [Online Control Panel](#) without delay.
- d. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

11.2 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- a. We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

11.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. **If you are a Consumer exercising your right to change your mind, then your refund will be made within fourteen (14) days of your telling us you have changed your mind.**

**12. Our rights to end the Contract**

12.1 **We may end the Contract if you break it.** We may end the Contract for a product and/or services at any time by writing to you if:

- a. You do not make any payment to us when it is due;
- b. The supply of the service and/or additional services to you may (in our reasonable opinion) expose us to the risk of litigation or other civil proceedings;
- c. You commit any other material or repeated breach of this agreement and, if it is capable of being remedied, fail to remedy such breach within fifteen (15) days from the date of the first notice specifying the nature of the breach and requesting its remedy;

- d. We suspect that you do not have authorisation to use the payment method provided when purchasing products or services;
- e. You/your company becomes bankrupt/insolvent, enter into an arrangement with your creditors, or have a receiver or administrator appointed over all or any part of your assets;
- f. You are in breach of our [Acceptable Use Policy](#);
- g. We determine that your continued use of our products and services pose a risk to the security and stability of our platform;
- h. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or services; or
- i. You do not, within a reasonable time, allow us to provide the finished products or services to you.

12.2 **We may withdraw our products or services.** We may write to you to let you know that we are going to stop providing the products and/or services and we will offer an appropriate pro-rata refund at the time of the product and or services ending.

12.3 We may suspend the provision of the services immediately on sending you written notice if:

- a. We are entitled to terminate the Contract pursuant to Clause 12.1;
- b. We need to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority which affects our ability to provide the service; or
- c. We reasonably believe you will fail to pay any amount due under the Contract.

12.4 **You acknowledge that, termination of the Contract for any reason will result in us ceasing to provide all the services, with all the consequences that flow from such cessation, including (but not limited to), deletion of hosting account(s) and mailboxes.** Without prejudice to any of our other rights and remedies that may be applicable, if you have not paid us when payment is due we reserve the right to delete your data from our equipment and systems, without any obligation to back-up your data.

### 13. If there is a problem with the product and/ or services

- a. **How to tell us about problems.** If you have any questions or complaints about our products and/or services, please contact us. You can telephone our Customer Care team at 0345 363 3633, or by writing to us at Acton House, Perdiswell Park, Worcester WR3 7GD United Kingdom, or via secure ticket in your [Online Control Panel](#) (which operates as a secure form of communication with us like email).
- b. **Summary of your legal rights.** If you are a Consumer, we are under a legal duty to supply products and/or services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation

to the product. **Nothing in these Terms and Conditions will affect your legal rights.**

**Summary of your key legal rights if you are a Consumer**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website <https://www.citizensadvice.org.uk> or call 03454 04 05 06.

If your product is services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

**14. Your rights in respect of defective products and services if you are a business is different.**

14.1 If you are a Business Customer, we warrant that our products shall:

- a. Conform in all material respects with their description;
- b. Be free from material defects in design;
- c. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d. Be fit for any purpose held out by us.

14.2 Subject to Clause 14.1, if:

- a. You give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 14.1; and
- b. We are given a reasonable opportunity of examining the products;
- c. We shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

14.3 We will not be liable for a product's failure to comply with the warranty in Clause 14.1 if:

- a. You make any further use of such product after giving a notice in accordance with Clause 14.2(a);
- b. The defect arises because you failed to follow our oral or written instructions as to the installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- c. The defect arises as a result of us following any design or specification supplied by you;
- d. You alter the product without our written consent; or

- e. The defect arises as a result of your negligence, wilful damage, or abnormal working conditions.

14.4 We provide no warranty or representation that:

- a. The provision of any products or services will meet your requirements;
- b. The provision of any products or services will be provided on an uninterrupted, timely, secure, or error-free basis; or
- c. Any results obtained from the use of the products or services will be accurate, complete or current.

14.5 Except as provided in this Clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 14.1.

14.6 We shall not be liable for breach of any warranty in the event that the cause of such breach is related to any failure or non-availability of any third party service providers.

14.7 These Terms and Conditions shall apply to any repaired or replacement products supplied by us under Clause 14.2.

## 15. Price and payment

15.1 **Where to find the price for the product and/or services.** The price of the products and/or services will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the product and/or services advised to you is correct. However please see Clause 15.3 if we discover an error in the price of the product and/or services you order.

15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product and/or services, we will adjust the rate of VAT that you pay, unless you have already paid for the product and/or services in full before the change in the rate of VAT takes effect. For EU customers, VAT rates are determined by your country of residence.

15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products and services we sell may be incorrectly priced. We will normally check prices before accepting your order so that where the product or service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product or service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, and refund you any sums you have paid.

15.4 **When additional charges may be payable.** Additional charges may be payable if you exceed any limits or restrictions on usage permitted in respect to the products or services that you have purchased from us. We will

use reasonable endeavours to notify you if you exceed any such limits or restrictions in this way. Further, we reserve the right to periodically review and increase the charges that may be payable for the provision of any products or services at any time by providing you with at least 30 days' notice of any such increase. If, on receipt of such notification, you do not wish to continue to receive the products or services in respect of which the prices have increased, you may terminate the Contract in accordance with Clause 10.

**15.5 Where we have agreed a bespoke price for provision of our products and services, we reserve the right to periodically review these charges.**

**15.6 When you must pay and how you must pay.**

- a. Charges are payable as specified in the product specific Schedules relating to the services in question and are due on an ongoing basis until this Contract is terminated and all outstanding charges have been paid.
- b. The charges are inclusive of any third party disbursements that we may make on your behalf, for example registration fees payable to the applicable domain name registry.
- c. Payments processed by third parties are also subject to those third parties' terms and conditions of service and we make no representations and provide no warranties with respect to those third party services.
- d. VAT and other taxes and duties (where applicable) are payable in addition to the charges for the services.
- e. If you do not make payment on the due date, we will:
  - i. Be entitled to charge you interest on the amount owing (both before and after judgment) on the outstanding sum at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc, such interest accruing on a daily basis from the date that payment falls due until the date that payment is made in full; and/or
  - ii. Suspend the service(s) until payment is made in full; and/or
  - iii. Terminate the Contract in whole or in part and cease providing the products or service(s).
- f. If any payment paid to us by you is not honoured for any reason, registration and/or the service to which the payment relates will be suspended pending payment of the outstanding account in full together with a discretionary "failed payment" charge.
  - i. The commencement date of the Contract is the time of the order. Monthly and auto-renewable services may be terminated by you providing us with not less than ten (10) working days' notice, via your [Online Control Panel](#) with us, expiring on your billing date for the product and/ or services specified in your [Online Control Panel](#).

- g. Where you have made duplicate or multiple payments in respect of a product or service and then require a duplicate payment or multiple payments to be refunded, we reserve the right to charge a £10.00 plus VAT admin fee prior to a refund being issued or deduct a £10.00 plus VAT admin fee from any refund issued. For the avoidance of doubt, the £10.00 plus VAT admin fee will be deducted from each individual payment that is being requested for refund.
- h. Where a payment is made to us via bank transfer of any kind, all bank charges incurred will be your responsibility.
- i. Where you have opted either online, or through one of our representatives, to pay for any services on a monthly basis by Direct Debit:
  - i. You agree that the first payment for the service will be taken by credit or debit card and all subsequent monthly payments will be taken via Direct Debit.
  - ii. We will send you advance notice by email to the email address specified on your online account giving details of the service the Direct Debit relates to, the total amount, the frequency and date when the amount will be collected.
  - iii. We confirm that the advance notice will be sent to you at least seven (7) days before the date when the Direct Debit will be collected.
  - iv. An advance notice will only be sent when a Direct Debit is setup or modified.
  - v. In the event that more than one signatory is required for payment authorisation on any bank or building society account, you confirm that you will print off and return to our Customer Care Department, Namesco Limited, Acton House, Perdiswell Park, Worcester WR3 7GD United Kingdom, by recorded delivery, the Direct Debit mandate prior to any Direct Debit being set up. On receipt of the mandate we will proceed to set up the Direct Debit and you will receive advance notice of such Direct Debit in accordance with clause 15.5i (i), (ii), (iii) and (iv) above.
  - vi. We will not initiate any Direct Debit on your account unless authorisation has been received by you.
  - vii. If the Direct Debit fails, we will send an email to the email address listed in your [Online Control Panel](#) to advise you of the failure. You agree that under these circumstances any future payments will be taken from the credit or debit card listed on your account until such time as the Direct Debit is authorised by the bank or building society or until you contact us to make alternative payment arrangements.
  - viii. In the event that you change bank or building society we will be notified of such change by BACS and any existing Direct Debit for the service will be cancelled. An email will then be

sent to you to request that you setup a new Direct Debit via your Online Control Panel. You agree that under these circumstances any future payments will be taken from the credit or debit card listed on your account until such time as any new Direct Debit is setup or until such time as you contact us to make alternative payment arrangements.

- ix. Following cancellation of any Direct Debit, unless you have terminated the service in accordance with the Contract, you authorise us to take any future payments for the service, to which the Direct Debit relates, from the credit or debit card listed on your account.
- x. In the event that you terminate the service, but we have not received any instructions from you with regard to cancellation of the Direct Debit associated with the service, you authorise us to take any outstanding payments for the service from the credit or debit card listed on your account and then to cancel the Direct Debit with your bank or building society.
- xi. You can cancel any Direct Debit, at any time. If you wish to cancel any Direct Debit you can either:
  - i. Write to your bank or building society, sending a copy of the letter to us; or
  - ii. Send an enquiry to the Customer Care Department from the support section of your [Online Control Panel](#) ten (10) working days prior to the next monthly renewal date for the service. We confirm that any cancellation for a Direct Debit via an enquiry will be completed within three (3) working days of the receipt of the enquiry.
- xii. In the event that you terminate the service, but we have not received any instructions from you with regard to cancellation of the Direct Debit associated with the service, you authorise us to take any outstanding payments for the service from the credit or debit card used for the first payment of the service and then to cancel the Direct Debit with your Bank or Building Society.
- j. Renewals
  - i. Where you have opted for the auto-renewal payment method, we will advise you of the impending expiry of the services and give you notice that we will be automatically charging your credit or debit card. The notice will be sent to the then current email address specified by you on your account. In the event the payment fails, we will notify you via email and it will be your responsibility to make alternative payment arrangements for your service renewal. We will not be liable in respect of the non-renewal of a service if, having sent you a renewal notice, we do not receive notice of renewal and the applicable payment, or if you fail to notify us of a change of contact details.
  - ii. It is your responsibility to ensure that any products/services which you have selected to auto renew through your account with us, have valid up-to-date credit or debit card details assigned at all times. We cannot be held

responsible for failed payments or loss of any product or service(s) as a result of invalid, expired or missing credit or debit card details.

15.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. Our contact details can be found in Clause 2.2.

16. **Our responsibility for loss or damage suffered by you (as a Consumer)**

16.1 **We are responsible to you for direct and foreseeable loss and damage caused by us.** If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is direct and a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not direct and foreseeable. Loss or damage is direct and foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the products and/or services as summarised at Clause 13.2.

16.3 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

c. **Your statutory rights relating to our use of reasonable care and skill in the provision of the service are not affected by the Terms and Conditions of the Contract.** For further information about your statutory rights contact your local authority Trading Standards Department or Citizen's Advice Bureau.

17. **Exclusions and Limitations (for Business Customers)**

17.1 **We will not be liable** (whether in contract, tort including negligence, or otherwise) to you for:

- a. Loss or destruction of data, profits, savings or contracts;
- b. Any indirect or consequential loss or damage, profits, savings or contracts; or
- c. Any indirect or consequential loss or damage, costs, expenses or other claims for compensation relating to the use or the inability to use or in any other way related to or in connection with the provision of the service.

17.2 **We undertake to use reasonable care in maintaining and monitoring our systems and services** but, where we use such reasonable care, we will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of service or systems failure caused by systems or services under our control which result in our systems or

services being available for you to use for less than 99% of the time they should be available under the Contract. Where such systems or service failure is caused by systems or services not under our control, we will not be liable for any damages or losses whatsoever.

**18. Exclusions and Limitations (for both Business Customers and Consumers)**

**18.1 We will not be liable for the loss of any emails sent to mailboxes of any configuration or sent from email accounts related to services provided by us.** We will not be responsible for any email stored in mailboxes provided by us. It is your responsibility to preserve emails downloaded from mailboxes provided by us.

**d. Our liability to you under this Contract (including, for the avoidance of doubt, but not limited to the service level agreement and the refund policy) will not exceed the value of 12 months cost of services paid by you, up to a maximum of £5,000.**

**18.2 While we make regular maintenance updates to our systems, firewalls and services, it is your responsibility to ensure that your system is adequately protected from viruses, worms or other disabling devices.** We will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of any virus, Trojan horse or other disabling device that affects services or systems, whether under our control or otherwise, caused by your failure to adequately protect its system.

**18.3 You and we expressly exclude any rights of third parties who may otherwise be entitled to enforce the terms of the Contract as if they were a party to it.**

**18.4 We accept liability for death or personal injury caused by our acts or omissions and none of the limitations contained in this Clause apply to such liability.**

**19. Hardware and software**

**19.1 Where the services comprise the supply of hardware or software,** use of this hardware and software is licensed to you and unless otherwise specified in the specific terms relating to the applicable service. Title to this does not pass to you at any time. Title remains with us and/or our suppliers.

**19.2 On termination of the Contract** for whatever reason you will at your cost return the hardware to the supplier via our returns procedure within seven (7) days. If you fail to return the hardware within seven (7) days you shall pay us the current written down value of any item not returned (on the basis of a right down over three (3) years) which may be deducted by us from any refund due to you.

**19.3 You undertake to use the hardware and software in accordance with our instructions and with their respective licences.** You undertake not to modify the hardware or software in any way.

**20. Other important terms**

- 20.1 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 20.2 **You may not transfer or sublicense the Contract or the services.**
- e. **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 20.3 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.4 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products and/ or services, we can still require you to make the payment at a later date.
- 20.5 **Which laws apply to this Contract and where you may bring legal proceedings.** These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the products and/ or services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- f. **Complaints.** In the unlikely event that you are not satisfied with our products and services, please see our Code of Practice. If we are not able to satisfy your complaint about our services, then your complaint can also be addressed to the Online Dispute Resolution website at <http://ec.europa.eu/consumers/odr> an official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court. If you wish to use the Online Dispute Resolution service, please also contact us at [ADR@names.co.uk](mailto:ADR@names.co.uk).
- g. **If you are in breach of our [Acceptable Use Policy](#)** we may for example be sued for defamation or be prosecuted for obscenity. If you are in breach of the Acceptable Use Policy you shall indemnify us fully and effectively from all liability, losses, costs (including legal costs) and expenses suffered or incurred by us as a result. In particular, you will indemnify and keep us indemnified from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, legal costs (on a full indemnity basis) and judgments which we incur or suffer as a consequence of:
- a. A third party claim of intellectual property infringement in respect to any material, content or information provided to us or used by you in connection with the Contract;

- b. You infringing (whether innocently or knowingly) third party rights;
- c. Your misuse of the services;
- d. The operation or break down of any equipment or software owned or used by you but not the hardware; and
- e. Your breach of the Contract, negligence or other misuse of our products or services.

## 21. Notices

21.1 All notices which are required to be given by you or us must be sent as follows:

- a. To us by logging an enquiry through your [Online Control Panel](#) or by writing to us by first class registered post at Acton House, Perdiswell Park, Worcester WR3 7GD United Kingdom.
- b. To you by email transmission or first or second class post to the email or postal address registered in your [Online Control Panel](#) on the date when the notice sent (see Clause 6 for your obligation to keep your information up to date).
- c. Any notice delivered to you shall be deemed to have been received by you:
  - i. By email transmission on the date notice is sent;
  - ii. By first or second class post three (3) working days after the date notice is sent.
- d. Any notice delivered to us by logging an enquiry through your [Online Control Panel](#) and/or by registered post shall only be deemed to have been received and accepted by us on acknowledgment to you by email (this does not include any auto responder sent by us) or by signing for the registered post.