

**Dedicated Hosting & Co-Location  
Terms and Conditions**

August 2003

Elite Limited, Internet House, 33 Kingston Crescent, Portsmouth. PO2 8AA

**Tel:** 0870 741 5898 **Fax:** 0870 741 5899 **Email:** [sales@eliteukserve.net](mailto:sales@eliteukserve.net)

Registered in England, UK. Number 03759064

## **Dedicated Hosting & Co-Location Terms & Conditions**

The following Terms and Conditions are those to which you agree regarding all transactions with Elite Limited or any of its trading styles.

### **Definitions**

1. "The Internet" being the Global Data Network comprising of networks using Transmission Control Protocol/Internet Protocol.
2. "Service" being that provided by Elite Limited through which you gain access to the Internet via communications facilities. This may change from time to time and any changes will be notified in writing.
3. "Client" – the person entering into and accepting these terms and conditions.

### **The Client**

1. Agrees to pay on request all monies appertaining to chargeable services supplied by Elite Limited. A fee of £10.00 may be levied in respect of correspondence necessary to collect outstanding monies due. The Company shall reserve the right to add interest at the rate of 2% above base rate + VAT which shall accrue from day to day on overdue amounts. This interest will be payable on demand whether before or after judgement.
2. All services and domain names remain the property of Elite Limited until all monies appertaining to their usage are paid for in full.
3. Agrees to remain liable for service charges even if they are unable to access the service unless the fault is due to negligence, wilful default or omission on the part of Elite Limited.
4. The service is used entirely at the Clients own risk
5. Agrees to use the service in a proper manner and not to send or receive material, which is offensive, indecent, abusive, obscene, fraudulent, criminal, menacing, libellous, in breach of confidence, copyright, privacy or any other rights.
6. Agrees not to use the service in a manner that will cause annoyance, inconvenience or anxiety to any other party or to distribute unsolicited commercial messages throughout the service.
7. Elite Limited or any of its third party contractors will not be held liable with regard to the accuracy, reliability, availability and performance of resources accessed through the Internet that the client acknowledges are beyond the control and are not in any way warranted or supported by Elite Limited.

### **Elite Limited**

1. Will maintain all Client information given to them as confidential and will not disclose said information without permission.
2. Will provide high standards of Client support throughout the course of standard working hours.
3. Will provide and maintain at all times a high standard of connectivity to all its users.

### **Data Transfer Allocation Rate**

Co-Located and Dedicated servers are assigned a data transfer allocation rate (sometimes called Bandwidth) per month, in accordance with the package level they have chosen (see agreement). This allocation rate includes the delivery of data packets to and from the server. Should the client use more than this allocation, Elite Limited reserve the right to charge at the rate of £20 per additional 1Gb used per month. This will be invoiced monthly in arrears. Failure to settle the relevant invoice within the time specified will result in suspension of service and any fees already paid will not be refunded.

### **Disclaimer**

Elite Limited is not liable for the protection or privacy of electronic mail or other information transferred through the Internet using their services. Elite Limited does not warrant that the user will receive continual and uninterrupted service throughout the term of this agreement. In no event shall Elite Limited be liable for any damages resulting from or related to any failure or delay to provide service in the case of fire, theft, vandalism, strikes, riots, inclement weather or any acts of god which are beyond their control, as defined by standard practices in the industry.

Elite Limited does not accept any responsibility for the retention, use or publication of any domain name until such time as the required fee has been tendered and the name has been activated and tested on the Internet.

### **Software**

1. The User may use the software supplied by Elite Limited on any computer connected with the business for which the user has entered into a contract with Elite Limited. Elite Limited will supply copies of the software if required.
2. The User agrees to use the software supplied by Elite Limited to configure hardware and to access the Internet through the dial up number supplied. Elite Limited will give technical support to any user that has complied with these conditions.
3. Elite Limited hereby excludes all liability for the accuracy or inaccuracy of any information or data transmitted through the service, or the sending or receipt or failure to send or receive any information, data or software.

4. Elite Limited shall not be liable for any direct, indirect, incidental, special, consequential or other damages arising out of the use of the Service or inability to use the Service or out of any breach of warranty.
5. Elite Limited shall accept no liability arising from this agreement.

### **Agreement defaults**

Any Notice given to the User in breach of this agreement shall be delivered by Electronic Mail in the first instance with a copy following by Royal Mail.

Elite Limited reserve the right to terminate this agreement immediately should the User be in breach of any of the terms and conditions contained herein.

Any decision relating to dedicated hosting & co-located services by Elite Limited is to be made by Elite Limited and is final.

Users are deemed to have accepted these terms and conditions when using Elite Limited dedicated hosting & co-location service.

### **Content Policy**

Elite Limited do not allow content of the following nature on their hosted services:

1. Pornographic, sexually explicit or of an adult nature;
2. Illegal – includes stolen copyright material;
3. Pirated software sites;
4. Any content considered as defamatory, offensive, slanderous, abusive or libellous.

Users will have any site containing any of the above material removed by Elite Limited without prior warning. A notice will then be sent and the user will have the opportunity to correct any of the above material. Once this has been complied with the service will be reinstated. Should this not happen then the site will remain suspended and no refund of fees will be paid.

Elite Limited reserves the right to suspend the service where the space is used contrary to the provisions of the Telecommunications Act 1984 (as amended by the Criminal Justice and Public Order Act 1994). This applies if the service is being used for the distribution of any material that is defamatory, offensive, abusive or of an obscene or menacing character. It also applies if it is used in connection with the carrying out of a criminal act, or in any manner that would be likely to constitute a violation or infringement of the rights of any individual, firm or company. No material liable to offend should be published on the space and Elite Limited reserves the right to remove such material without further notice.

Services will be temporarily suspended without prior notice in respect of any User sending unsolicited junk e-mail messages.

Services will also be suspended immediately in respect of any activities regarded as illegal.

Elite Limited reserve the right to refuse service for any reason. Reasons may or may not be given in writing by Elite Limited.

Elite Limited aims to provide a professional service for all its business users and will endeavour to ensure that this remains the case.

E. & O.E.

Terms and Conditions are subject to change at any time.