



## **21st Century Internet Terms and Conditions**

Terms and Conditions

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### 1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification. In the event of any conflict between these Terms and Conditions and any other document or communication, these Terms and Conditions shall prevail.

1.2 "Application" means an application for the provision of an account with 21st Century Internet and for the Service Application forms submitted by the Client to 21st Century Internet Limited trading as 21st Century Internet.

1.3 "Client" means the organisation or person who purchases services from F.

1.4 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.5 "Service Specification" means a statement of work, quotation or other similar document describing the services to be provided by 21st Century Internet;

1.6 "21st Century Internet" means supplier; 21st Century Internet, 29 Claremont Road, Morecambe, Lancashire, UK. LA4 4HL.

1.7 A person who is not a party to a Contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any Term of these Terms and Conditions.

1.8 Clause headings are for ease of reference and do not form part of nor shall they affect the interpretation of these Terms and Conditions.

1.9 Where the context so admits or requires words denoting the singular includes the plural and vice versa and words denoting any gender include all genders.

1.10 References to each party include its permitted assigns and successors by operation of law.

1.11 Enforceable means these Terms and Conditions form the binding legal agreement between 21st Century Internet and the Client, as soon as the Client signs the Account Application Form and relevant service Application Form.

### 2 GENERAL

2.1 These Terms and Conditions shall apply to all Applications for the supply of services by 21st Century Internet to the Client.

2.2 Before the commencement of the services 21st Century Internet shall submit to the Client a Service Specification and, or Application, which shall specify the services to be performed and the fees payable throughout the term of the agreement. The Client shall notify 21st Century Internet immediately if the Client does not agree with the contents of the Service Specification and Application form. All Service Specifications shall be subject to these Terms and Conditions. The signing of the Service specification or verbal agreement Application by the Client will form the the legal contractual relationship between both parties and is enforceable in a UK court of Law. No cancellation or cooling off period is provided in the event where the Client has received a visit from a 21st Century Internet representative. Cooling off periods of 7 working days are provided only for services purchased over the telephone, internet or fax and no visit from 21st Century Internet has been necessary.

2.3 21st Century Internet shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

2.4 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

2.5 If any term of these Terms and Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.

2.6 These Terms and Conditions contain all the terms agreed between the parties regarding its subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to any agreement governed by these Terms and Conditions except as expressly stated in these Terms and Conditions. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into any Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms and Conditions.

2.7 The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in these Terms and Conditions, nothing in these Terms and Conditions shall constitute the parties as partners, joint ventures or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

2.8 Any valid alteration to or variation of these Terms and Conditions must be in writing and signed on behalf of each of the parties by a duly authorised officer.

### 3 FEES AND PAYMENT

3.1 The fees for the performance of the services are as set out in the Service Specification or Application form. 21st Century Internet shall invoice the Client for the services or in cases where payment is required on order the Client will pay at the time of signing the relevant service application form.

3.2 Invoiced amounts shall be due and payable within 14 days of receipt of invoice. 21st Century Internet shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per annum above the base rate of the Bank of England. In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the services are rendered.

3.3 All charges are exclusive of VAT and any other applicable purchase tax, import and all other duties. Any failure by the Client to pay any fees due under these Terms and Conditions on the date specified shall be deemed to be a "material breach" of these Terms and Conditions.

3.4 Additional payment terms are only applicable to a point where the client is not in breach of any other terms specified here. In the event where clients are in breach of any terms stated here, all additional payment terms will be voided and all outstanding balances will be demanded in full.

3.5 Should the Client purchase services where subscription fees are payable by direct debit or standing order, the completed direct debit or standing order form must be returned to 21st Century Internet within 7 days. In the event of the Client failing to return a completed direct debit standing order mandate, 21st Century Internet reserves the right to withdraw offer of monthly payment and invoice for the terms of the agreement immediately. This invoice will be payable within 7 days.

3.6 Clients who pay by Credit / Debit card at time of order will be charged the 3.5% admin fee. All other credit card payments will be charged 3.5%. By providing credit card details for purchase of any of our services you are accepting all terms and conditions of sale.

3.7 The Client accepts that any credit card details or registered payment forms may be used to charge the Client for any fees that may be applicable during the term of the agreement if the Client fails to issue payment once an invoice has been issued. The Client acknowledges that 21st Century Internet may do this without providing any notice.

3.8 The Client acknowledges that any remittance sent will be allocated to all overdue invoices first. The Client may not purchase any additional services without first providing remittance for outstanding liabilities.

#### 4 CLIENTS OBLIGATIONS

- 4.1 To enable 21st Century Internet to perform its obligations under this Agreement the Client shall:
- 4.1.a co-operate with 21st Century Internet;
  - 4.1.b provide 21st Century Internet with any information required and requested by 21st Century Internet;
  - 4.1.c adhere to all timeframes and procedures set by 21st Century Internet in these terms and conditions and in any correspondence from 21st Century Internet;
  - 4.1.d obtain all necessary permissions and consents which may be required before the commencement of the services; and
  - 4.1.e comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.
- 4.2 The Client shall be liable to compensate 21st Century Internet for any expenses incurred by 21st Century Internet as a result of the Clients failure to comply with Clause 4.1.
- 4.3 Without prejudice to any other rights to which 21st Century Internet may be entitled, in the event that the Client unlawfully terminates or cancels the services agreed to in the Service Specification, the Client shall be required to pay to 21st Century Internet as agreed damages and not as a penalty the full amount of any third party costs to which 21st Century Internet has committed and in respect of cancellations on less than five working days written notice the full amount of the services contracted for as set out in the Service Specification, and the Client agrees this is a genuine pre-estimate of the 21st Century Internet losses in such a case. For the avoidance of doubt, the Clients failure to comply with any obligations under Clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.
- 4.4 In the event that the Client or any third party, not being a sub-contractor of 21st Century Internet, shall omit or commit anything which prevents or delays 21st Century Internet from undertaking or complying with any of its obligations under this Agreement, then 21st Century Internet shall notify the Client as soon as possible and:
- 4.4.a 21st Century Internet shall have no liability in respect of any delay to the completion of any project;
  - 4.4.b if applicable, the timetable for the project will be modified accordingly;
  - 4.4.c 21st Century Internet shall notify the Client at the same time if it intends to make any claim for additional costs.

#### 5 ALTERATIONS TO THE SERVICE SPECIFICATION

- 5.1 The parties may at any time mutually agree upon and execute new Service Specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Service Specification, which shall reflect the changed services and fees and any other terms agreed between the parties.
- 5.2 21st Century Internet. On receipt of the request for alterations 21st Century Internet shall, within 5 working days or such other period as may be agreed between the parties, advise the Client by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 5.3 Where 21st Century Internet gives written notice to the Client agreeing to perform any alterations on terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise 21st Century Internet by notice in writing whether or not it wishes the alterations to proceed.
- 5.4 Where 21st Century Internet gives written notice to the Client agreeing to perform alterations on terms different to those already agreed between the parties, and the Client confirms in writing that it wishes the alterations to proceed on those terms, the Service Application shall be amended to reflect such alterations and thereafter 21st Century Internet shall perform this Agreement upon the basis of such amended terms.

#### 6 REGISTRATION OF DOMAIN NAME

6.1 These terms are not applicable to domain names registered as part of any other subscription based service where only use of the domain name is granted.

6.2 The client agrees that all domain names carry a minimum of twenty-four months contractual bond on payment of fees, agreed by both parties.

6.2a The Client agrees that all domain names are initially registered under the property of 21st Century Internet until all domain name related fees have been paid in full for the entire term of the domain name registration period except where Clause 6.2b is applicable where domains names remain the property of 21st Century Internet.

6.2b In the event where either party cancels services specified in Clause 9.1a, where use of domain names is granted, all intellectual property rights and ownership of domain names remain the property of 21st Century Internet. This includes registered domain names that have been re-registered by 21st Century Internet after the initial registration period has elapsed. The Client agrees that any re-registration fee paid by 21st Century Internet grants 21st Century Internet ownership rights to the domain name. The Client is only granted use of the domain name for the term of the agreement.

6.3 The Client acknowledges that the registration of the domain name will be dependent on the terms and conditions of various naming authorities/registration agents. 21st Century Internet use the following and can be found at the following URLs:-

6.3.a For international TLDs (.org, .com, .net): <http://www.opensrs.org/terms.html>

6.3.b For UK TLDs (.co.uk): <http://www.nic.uk/ref/terms.html>

6.4 The client agrees that 21st Century Internet is not held accountable for errors made on the part of the naming authorities/registration agents.

6.5 21st Century Internet guarantee that should the naming authorities / registration agents alter, the clients will be notified immediately via 21st Century Internet website: <http://www.21stcenturyinternet.co.uk/terms.pdf>

6.6 The client acknowledges that s(he) cannot cancel any domain names once registered.

6.7 The Client Acknowledges that s(he) will be required to pay an annual pointing fee and biennial renewal fee per domain unless the domain name is inclusive of any other paid packaged service.

6.8 Should the domain name become ineffective, the client agrees that 21st Century Internet shall not be held responsible for the registration. However, in the event of the domain name becoming unavailable during the registration and authorisation period, 21st Century Internet will propose a new domain name for registration. The new domain name will not affect the present contractual agreements made and the client agrees that s(he) is still subject to the same fees and charges.

6.9 The client understands that 21st Century Internet has the right to cancel/suspend any domain names in the event of any legal issues or disputes.

6.10 21st Century Internet shall not be liable for any delay in activating the Domain Name on the Server nor for any cost incurred by the Client as a result of such delay and the Client's obligation to pay the fees set out in Clause 3.2 shall not be affected by any such delay.

6.11 The Client warrants that the Domain Name does not infringe any intellectual property rights of any third party, including but not limited to trade marks registered or otherwise used by any third party and the Client shall indemnify and keep 21st Century Internet indemnified in respect of any loss, damages, costs or other expenses arising out of or in connection with any breach by the Client of this Clause.

6.12 The Client agrees, as a condition of any Agreement, to be bound by the dispute policy used from time to time by the relevant naming authority or registration agent, which policy can be found in the terms referred to in Clause 6.3

6.13 The Client acknowledges that 21st Century Internet shall have the right to cancel, suspend or transfer the Domain Name at any time upon receipt of a court order or arbitration award requiring such cancellation, suspension or transfer.

6.14 Country code domain names can only be registered in Restrictive countries if the relevant documentation is provided in order to perform the registration. 21st Century Internet does not hold liability for non-registration of CCTLD's due to negligence by the Client. The Client also recognises that a refund of deposits cannot be issued if this is the case.

## 7 RENEWAL OF DOMAIN REGISTRATION

- 7.1 These terms are not applicable to domain names registered as part of any other service where only use of the domain name is granted.
- 7.2 21st Century Internet assures the Client that the best effort will be made to renew all domain names automatically after the initial 12 month registration period, however the Client acknowledges that 21st Century Internet will not be held accountable for the failure to do so.
- 7.3 The Client agrees that prior to the renewal of any domain names, the renewal fee will be payable.
- 7.4 The Client understands that s(he) will be informed about the renewal date via a services renewal invoice.
- 7.5 The Client agrees that neglect to pay any outstanding fees will defer the registration/renewal of any domain names. This action will not yield any refunds.
- 7.6 The Client agrees that they are to provide 60 days cancellation notice in writing prior to the annual renewal date of any renewable service. Neglect to provide this will result in the continuous renewal process of the domain registration and consequent payment.
- 7.7 The Client understands that 21st Century Internet is not responsible for any materials lost due to clients neglect to pay renewal domain registration.
- 7.8 As stated in clause 6.8, should the domain become ineffective, 21st Century Internet shall provide and register a new domain name, with no refunds given.
- 7.9 Clients may transfer any domain names registered in the Clients name to a different ISP if they pay the domain name release fee, have provided at least 60 days notice before the next renewal payment and if their account has been settled. The Client agrees that neglect to provide this notice will result in the payment of the renewal fee, outstanding balance and release fee specified on 21st Century Internet price list.

#### 8 TRANSFER IN AND OUT OF A DOMAIN NAME

- 8.1 The Client acknowledges that should they request 21st Century Internet to host an existing domain name, they are fully responsible for the transfer to the server on the day or after the start of any agreements made are responsible for any fees paid to other parties involved in connection to the transfer. In order to affect the transfer the client shall request his/her existing ISP or any other relevant third party:-
- 8.1a in the case of UK TLDs to modify the IPS Tag as required by 21st Century Internet.
- 8.1b in the case of international TLDs to replace the name servers, admin, technical and billing contact with the relevant details received from 21st Century Internet.
- 8.2 Once the agreement has been cancelled or terminated, the client has the right to transfer any domain names registered in their name to a third party server except where the domain name expires and is re-registered or renewed by 21st Century Internet. 21st Century Internet in this case retains domains. The transfer is dependent on a transfer form being completed and all fees on the account being settled first in full in accordance to the Price List. If as a result of a Domain name transfer out other contracted services will become ineffective then all contracted fees relating to other services must be settled in full prior to a transfer out taking place. Domain names cannot be permitted transfer out if requested within 60 days of the expiration date being due. Renewal fees must be paid before a transfer can be initiated.
- 8.3 The Client acknowledges that 21st Century Internet will not be held accountable for any obstructions in the transfer and that all fees should be paid according to the Application signed.
- 8.4 The Client acknowledges that 21st Century Internet has the capability to hinder the release of any domain names, should the client be in breach of any agreements or payments, or if the initial period has not yet expired.
- 8.5 The Client agrees that they are fully responsible for the transfer of the website. 21st Century Internet will not be held accountable for the transfer of any existing sites hosted within the appropriate domain names.
- 8.6 The client acknowledges that there will be a release fee and full payment of contract when submitting transfer request. This is sometimes demanded by an ISP and is not the responsibility of 21st Century Internet.
- 8.6a An administration fee of £20 per domain name is payable prior to administration transfer.
- 8.7 The client agrees that should an ISP deny the release of a domain name, 21st Century Internet are not held accountable and are not permitted to interfere with the ordeal. Should 21st Century Internet choose to intervene, the client understands that there will be

a domain name-handling fee chargeable of £25.00 per domain name). This fee is not refundable should the transfer still be unsuccessful.

8.8 The Client agrees that services affected by the unsuccessful transfer will not be refunded. Should this occur, 21st Century Internet will offer a .co.uk domain name to replace the unsuccessful transfer of the previous domain name.

8.9 Domain name transfers to 21st Century Internet, occurring within 2 months of the renewal date, will take longer than initial transfer requests.

## 9. SERVICES

9.1 21st Century Internet shall upon receiving payment as agreed between both the client and 21st Century Internet

9.1a provide a service for the relevant services named below:

" Web Hosting" Provision of website hosting and email services

" Web Design" the construction of a basic HTML website. Web design material supplied to 21st Century Internet is non returnable so please ensure you only provide duplicates. An administration fee of £100 plus full postage a package is chargeable for the return of any design materials.

"Web Design Materials" failure to supply materials for the web site construction on time will incur a 50% recharge of design costs.

" Search Engine Optimisation" modification of website Meta including Title, Description, Keywords, Alt Tags and page links please note no positional guarantees are given.

" Search Engine Submissions" to present the clients website to the search engines for placement please note no positional guarantees are given.

" Pay Per Click" Provision of Google Adwords or Yahoo Marketing.

" Internet or Telecoms consultancy" To provide information, seek or initiate services at the clients request.

" Web Hosting: Provision of website hosting and email services

The services listed above are subject to the Client providing the relevant information needed and follow all service procedures as highlighted here in order to complete service specification. If the client fails to provide 21st Century Internet with any information or fail to follow the service procedures stated in these Terms And Conditions for the completion of any of these services then 21st Century Internet hold the right to void all services with no refunds issued and in cases where further fees would be payable subject to delivery of service, the Client will be liable for the fees for the full contractual term.

## 10 CUSTOMER SUPPORT

10.1 21st Century Internet will supply a Customer Service that is available to offer aid to the client with regards to the service purchased. The opening times are Monday to Friday, 10.00 - 17.00 excluding public holidays and a two week office shutdown during the Christmas period.

10.2 21st Century Internet make no representations to maintain 100% availability of the website on the Internet and the Client acknowledges that at certain times the service may be disrupted due to unforeseen circumstances. 21st Century Internet will aim to minimise downtime but cannot guarantee 100% uptime.

10.3 21st Century Internet is only responsible for maintaining a connection to the relevant payment gateway used by the client and is not responsible in the event where payment processing is non functional on the website. Any work undertaken by 21st Century Internet in respect to this kind of problem will be charged as non-contracted work.

## 11 WARRANTY

11.1 21st Century Internet warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

11.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by 21st Century Internet.

## 12 INDEMNIFICATION

The Client shall indemnify 21st Century Internet against all claims, costs and expenses which 21st Century Internet may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against 21st Century Internet alleging that any services provided by 21st Century Internet in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party.

#### 13 LIMITATION OF LIABILITY

13.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of 21st Century Internet to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.

13.2 In no event shall 21st Century Internet be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or 21st Century Internet had been made aware of the possibility of the Client incurring such a loss.

13.3 Nothing in these Terms and Conditions shall exclude or limit 21st Century Internet' liability for death or personal injury resulting from 21st Century Internet' negligence or that of its employees, agents or sub-contractors.

#### 14 TERMINATION

21st Century Internet may terminate this Agreement forthwith by notice in writing to the other if:

14.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

14.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

14.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

14.4 the other party ceases to carry on its business or substantially the whole of its business; or

14.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

#### 15 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of 21st Century Internet, and the Client shall do all that is reasonably necessary to ensure that such rights vest in 21st Century Internet by the execution of appropriate instruments or the making of agreements with third parties.

#### 16 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

#### 17 DATA PROTECTION

All parties involved in the agreement will understand and follow the rules and regulations of the Data Protection Act 1998. This includes codes of practice and the confidentiality of personal information.

#### 18 INDEPENDENT CONTRACTORS

21st Century Internet and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. 21st Century Internet may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve 21st Century Internet of its obligations under this Agreement.

#### 19 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of 21st Century Internet.

#### 20 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 21 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

#### 22 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

#### 23 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

#### 24 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 25 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of United Kingdom and the parties hereby submit to the exclusive jurisdiction of the British courts.

## 26 TERMS OF TELEPHONE SERVICE

26.1 21st Century Internet Customer Relations department aim to provide the best service. If for some reason the client is unsuccessful in getting through to our Customer Relations department, you can either leave a message on the answer phone and we will get back to you as soon as possible or email us at support@21stcenturyinternet.co.uk If during the customer relations call the client is abusive, 21st Century Internet hold the right to remove the clients support privileges.

## 27 SUSPENSION AND CANCELATION OF SERVICES

27.1 21st Century Internet hold the rights to cancel and suspend any services/agreements if the client is not responding to any notices or providing the relevant information set out in the service specification and terms listed here. There has to be a level of commitment from the clients behalf in order for 21st Century Internet to provide a full service. If the client fails to provide the relevant information for their service/package(s) after 3 months from the agreement date, 21st Century Internet hold the right to suspend or cancel any services the client has with 21st Century Internet. If the client wishes to un-suspend their account they will be liable to pay £99 + VAT

27.2 21st Century Internet may choose to cancel any service at the end of the subscription term of the relevant service. 21st Century Internet is not required to provide a reason for such an action.

## 28 HOSTING 30 DAY MONEY BACK GUARANTEE

28.1 21st Century Internet offer a 30 day money back guarantee on our hosting services. Should you decide to cancel your account within the initial 30 day period of the invoice date, you will receive a full refund on the hosting fees (Annual hosting charges £40). The domain fees(Annual domain name fee £50 per domain) cannot be cancelled, therefore, the registration service fees are non-refundable.

28.2 21st Century Internet can arrange the transfer of the domain name/s to a new provider of your choice, an administration fee of £35 per domain name is payable prior to administration transfer.

28.3 In accordance to the 30 money back guarantee the domain name/s must be transferred away from our servers within the initial 30 day period from the invoice date, once this period has elapsed the 30 money back guarantee will expire.

28.3 21st Century Internet requires a signed written notification addressed to 21st Century Internet, 29 Claremont Road, Morecambe, Lancashire, UK. LA4 4HL from the client stating the reason/s for requesting the 30 money back guarantee.

28.4 21st Century Internet will only accept dated registered / signed for mail.

## 29 THE RIGHT TO AMEND THESE TERMS AND CONDITIONS

29.1 21st Century Internet reserve the right to amend these terms and conditions at any time without notice.