

Web Hosting Terms & Conditions

Covering the following plans:

- **Simple Hosting**
- **Standard Hosting**
- **Enhanced Hosting**
- **Dedicated Server**
- **Dedicated Server Plus**
- **Dedicated Server Pro**

Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this agreement you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into entering into something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short

Rock & Scissor Enterprises Limited are to provide an un-managed hosting account or dedicated server (see plan details in your welcome email) that will be billed to your nominated credit/debit card or bank account via Direct Debit each month with a rolling payment that you may cancel at anytime without penalty.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this agreement on behalf of yourself or your company/organisation. You agree to provide us with everything that we need to setup your hosting account or dedicated server. You also agree to stick to the payment schedule set out at the end of this agreement.

If you require us to import and setup your existing website to your new service we can do this for a one-off charge of £250 ex. VAT. Please contact us for further details on this option.

Details of the agreement

We provide unbeatable world-class hosting for your website(s) or web app using a bespoke server setup focused on simplicity, security and speed. Unlike many hosting providers we don't use bloated control panel systems that bundle lots of software you'll never use and are full of security holes. You'll also never have to worry about pressing the wrong button and taking your website down, if there is anything you want re-configured just drop us a quick email at support@rockandscissor.com we usually respond to requests within an hour (sometimes it will take longer but during office hours we'll always reply the same day).

Backups and Security

All of our servers are backed up frequently to protect against unforeseen hardware problems. As a customer you do not have access to these platform level backups and so should ensure your website is backed up regularly to protect against loss of data. We can recommend third party backup tools and services upon request but are not responsible for any data loss that may occur on our platform that is outside of our control.

If your plan includes Enhanced Backups (see *Enhanced support & backups* in the Technical Support section below for more details) we'll be able to restore your site quickly if anything goes wrong.

Our platform is built with security as the number one priority and we only use the most secure and up-to-date technologies to keep your hosting protected. You should ensure that your website is built to the latest standards and is free from security vulnerabilities. If you are using a content platform such as WordPress we highly recommend utilising security plugins/extensions.

Technical Support

We offer two levels of Support across our plans, which one you have access to can be found in your welcome email or on our web hosting page at <https://www.rockandscissor.com/hosting/>.

Online only support

You can create support requests by either sending an email to support@rockandscissor.com or visiting our support portal at <https://support.rockandscissor.com>.

We will aim to respond to your request quickly by email (within 2 working days, although most requests will receive a reply by the end of the day when submitted in normal office hours).

No telephone support options or backup service is provided under Online only support.

Enhanced Support & Backups

You can create support requests by either sending an email to support@rockandscissor.com or visiting our support portal at <https://support.rockandscissor.com>.

We will aim to respond to your request quickly by email or telephone depending on the nature of the request (within 1 working day, although most requests will receive a reply within an hour when submitted within normal office hours). Responses by telephone are provided by our developers at our discretion when we think this will provide a quicker resolution.

Regular daily backups are taken of all websites covered by our Enhanced Support & Backups, if you require your entire website or individual files/folders restoring just create a support request specifying what you need restoring and we can either restore straight to your website or send you the required files by WeTransfer (limit of 2GB of files).

Server Maintenance Schedules

We will host your website(s) on our secure, dedicated, scalable hosting platform within our London based data centre (we also have data centres in Amsterdam, Frankfurt, New York, San Francisco, Toronto, Bangalore and Singapore should you need your server located outside of the UK).

From time to time the data centre may carry out maintenance and upgrades on the servers within our platform that may result in downtime on your website(s). Our provider endeavours to carry out most maintenance outside of normal operational hours and quite often this only affects services for a few minutes. We will always give you as much notice as possible about periods of scheduled downtime, but be aware that we have no control over when these maintenance periods happen.

You can subscribe to our incident and maintenance status page at <https://rockandscissor.statuspage.io> if you'd like to receive email updates.

Legal stuff

We can't guarantee that the hosting accounts or dedicated servers will always be error-free, and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of, or inability to operate your hosting account, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay on good terms, you agree to stick to the payment schedule specified in your welcome email.

Your payment will normally be collected by from your nominated credit/debit card or bank account via Direct Debit every month on or around the same date that you signed up (collection dates vary around weekends and bank holidays for Direct Debits).

If for any reason we are unable to collect your payment due to it being declined by your bank we will try taking payment again within 48 hours, if payment is further declined we will contact you requesting alternative payment to bring your account up to date. If you have not paid your monthly charge within 7 days of your billing date we reserve the right to suspend or cancel your web hosting/dedicated server with no retention of data or backups. Unlike some companies we do not charge administration fees for un-collected Direct Debits.

If you wish to cancel your agreement you may do so at any time prior to your invoice being issued each month, if the invoice has already been issued your cancellation will take affect from the next billing period. You can cancel by email on the support address in your welcome email or by cancelling your direct debit with your bank (there is usually a delay in the bank notifying us so email is preferred).

But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this agreement to anyone else without our permission. This agreement is valid for as long as you continue to use our hosting services thereafter.

If for some reason one part of this agreement becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this agreement is a legal document under the laws of England & Wales.

You have agreed, by signing up to one of our services to be digitally to be bound by the terms and conditions of this agreement which is legally binding under the laws of England and Wales.

Our legal representative is listed below.

Name: Matthew Stone

Position: Director

Rock & Scissor Enterprises Limited (Company No. 07941381)

Registered Address:

The Hive

6 Beaufighter Road

Weston-super-Mare

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