

Customer Service and Support

Customer service and support: Please call 01237 473300 or email info@safeharbourinvestments.co.uk for customer service and support; standard call rate technical support is available 10.00am-3.30pm Monday to Friday. Out of hours support by email. Basic technical support for domain names and server services is provided free of charge provided the domain name or service has been paid for. Support for complex tasks will be charged at the rate appropriate to the person providing the support. You will be informed of the estimated cost of the job and the hourly rate applicable before we commence a job. We will respond to all queries within three business days of receiving an email with either a solution or an estimated time to fix the problem.

Payment Terms

You will be invoiced for services purchased and should pay by bacs or debit card via telephone to our payment centre within seven days of the invoice date. Domain names not paid for after that time may be suspended or automatically deleted. Server-based facilities may be suspended without notice if payment is not received within seven days of the invoice date; charges will continue to be levied during any suspension. A reactivation administration fee of £100 per service or server-based service may be charged to undo the suspension. In the event of us issuing an incorrect invoice for an incorrect amount or with incorrect details, we reserve the right to issue a corrected invoice based on the correct or agreed tariff; the account will not be settled until the correct amount is paid in full - any payments made against the incorrect invoice will be credited against the correct invoice.

Terms and Conditions

By using our facilities or services you agree to the following terms and conditions. These terms and conditions may be varied without notice. These terms and conditions are governed by English Law and customers agree to the exclusive jurisdiction of the English courts.

For the purpose of these terms and conditions, the terms "server-based facilities", "our facilities" or "server-based services" are defined any internet services provided directly or indirectly, using facilities operated or provided by Safe Harbour Investments Ltd including but not limited to: DNS, FTP, web page/site hosting, email forwarding using SMTP or POP, databases and WHOIS service. For the purpose of these terms and conditions, the terms "service" and "services" refer to any service or function performed directly or indirectly, using facilities operated or provided by Safe Harbour Investments Ltd including but not limited to: domain name registration, renewal, transfer or modification, creation of computer programs and scripts, hosting of websites, email handling, systems administration and consultancy. If you do not agree to these terms and conditions then you should not use our facilities; use without agreement to our terms and conditions is not authorised and may be a criminal offence under the Computer Misuse Act 1990 and appropriate action will be taken against anyone making unauthorised use.

Applications for .com, .Net and .org domains may not be cancelled after we have processed the registration applications. Registrations should be made in the end user's name since changing ownership of names is a lengthy and complicated process, and in the case of .com's, .net's and .org's involves a charge of up to £100.00. Domain name registrants permit Safe Harbour Investments Ltd to make any changes to the domain name records, including transfer of registrar, contacts and nameservers.

We define maintenance of a domain names as making changes to the delegated name servers, contacts and provision of DNS and web forwarding. Requests for these services or changes should be made by email to info@safeharbourinvestments.co.uk; we may require additional authority from the registrant or customer in the form of a signed, emailed instruction for security purposes. DNS and web forwarding services are provided free of charge for domain names that have been registered or renewed through us and those registrations or renewals have been paid for. We will make up to three changes to the delegated name servers, contacts and DNS or web forwarding services in any registration or renewal period free of charge; additional changes may be subject to charges at technician support rates. Requests for changes to or supply of domain names or services will normally be made within two business days but may take up to five or more if additional information, authorisation or advance payment is required.

Customers must acknowledge that domain name registrations may depend on various registration authorities and by using our services agree to abide by the terms and conditions, including the Uniform Domain-Name Dispute-Resolution Policy of ICANN or any relevant authorities including Nominet UK, Network Solutions Inc, CORE and CSL GmbH, and agree to

indemnify us against any legal action, trademark infringement or otherwise, resulting from domain name registration or use of our server-based facilities.

The minimum period of each server based service (web site hosting, email handling etc) is twelve months from the date when the service is first provided. In the event of cancellation or termination by the Client part way through the minimum period, the Client remains obliged to pay for the Services for the entire minimum period. Thereafter, if the Client or Safe Harbour Investments Ltd wishes to cancel or terminate, at least thirty days' written notice must be given. To prevent interruption to your service, all server based services will be renewed automatically upon the anniversary of the date they were first provided and will remain in place until cancelled or terminated as described above. Server-based services will be charged for in periods of one year at the prevailing rate.

Charges for registration or renewal of domain names apply in full and cannot be cancelled once the names are registered or the renewal terms applied to the domain names. Renewals of domain names will be charged for at the same rate as new registrations (except domains renewed through Capital Networks PTY trading as TotalNIC and or PACNAMES where a charge of the registry cost plus £10 applies).

The client acknowledges that the allocation of risk in these terms and conditions reflects the price paid for the services or server-based services and that it is not within the control of Safe Harbour Investments Ltd how or for what purposes they are used. If any exclusion or limit of liability in these terms and conditions is held to be invalid and Safe Harbour Investments Ltd becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the client for the services or server-based services.

Safe Harbour Investments Ltd is not responsible for any delay, malfunction, non-performance and/or other degradation of performance of any of the services or server-based services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the client whether or not beyond those already supplied.

Neither Safe Harbour Investments Ltd nor anyone else who has been involved in the creation, production or supply of the services or server-based services shall be liable to the client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with these terms and conditions or the services or server-based services for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii) damage to the client's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and the client shall indemnify Safe Harbour Investments Ltd from and against any claim which may be made against Safe Harbour Investments Ltd in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the client.

Nothing in these terms and conditions shall exclude or limit the liability of Safe Harbour Investments Ltd for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.

We reserve the right to refuse to register, delete or de-tag any domain name or suspend without notice any server-based service.

We reserve the right to refuse to transfer to another registrar (retag), redelegate or transfer control of domain names until all outstanding invoices have been paid in full. Payments will be allocated to outstanding invoices in date order, oldest first.

We reserve the right to move a customer's server-based facilities to more appropriate system if usage of resources adversely affects our ability to provide services to other customers. Unless otherwise stated, all hosting packages include 500MB per month of transfer; excess bandwidth usage will be a charged at £20 per GB (or part thereof) transferred, billed in arrears; transfer statistics may be available if set up at www.websitename.com/stats using the site's FTP login and password. We will not restrict the amount of web space your site uses however, web space usage in excess of the allocated amount for the package you have purchased will be charged for pro rata to the package price.

Server facilities are provided for hosting web sites only.

Use of FTP facilities other than for maintaining your site is not permitted.

We will make best endeavours to ensure that our servers are backed up on a regular basis however, we do not make any guarantees or warranties regarding the reliability or effectiveness of this service. All customers must ensure that they have full backups or archives of all material loaded onto their own servers since we accept no liability for any losses, including consequential losses resulting from loss of data or other material from our servers.

You must take reasonable care to keep secret any passwords issued. You are responsible for any actions or costs incurred through the use or misuse of any password including any use or misuse of a password made by any third party that you have authorised to use it or disclosed it to.

Due to the nature of the internet, many factors affecting the reliability of or service are beyond our control. We will make best endeavours to offer a reliable service. We do not accept any liability for any losses, including consequential losses, resulting from the unavailability or failure of our services or facilities.

You must not use the server-based facilities for any illegal purpose. You must not use any server-based facility provided by us or domain held on our Nominet tag or nameservers for sending, or associating with (e.g. advertising a site hosted with us using UCE/ spam, even if the UCE/ spam did not originate from our systems) unsolicited commercial email (UCE) or spam.

Breaching any of the above terms and conditions may result in your facilities, services and account being terminated without refund or compensation. We reserve the right to claim compensation from you for any bandwidth used, or administration time or systems work involved with dealing with any such breaches, including any legal fees incurred.

We reserve the right to suspend or terminate a customer's facilities without notice or refund if that customer's actions or use of our server-based facilities affects or endangers our ability to provide services to our other customers. A reactivation administration fee of £100 per service or server-based service may be charged to undo the suspension.

All title domain names registered or renewed by us and other goods provided remain the property of Safe Harbour Investments Ltd until all fees relating to that customer's account have been paid for in full. Safe Harbour Investments Ltd retains a lien, and technical and administrative control overall domain names under our control until all fees relating to that client's account have been paid in full. In the event of a client being declared insolvent, bankrupt, enter administration, liquidation or dissolution, or enter into any agreement with its creditors, all title, rights and ownership of any property or domain names owned or controlled by the client will transfer to Safe Harbour Investments Ltd until all outstanding debts to Safe Harbour Investments Ltd have been paid in full.

Safe Harbour Investments Ltd reserves the right to exercise a lien over any of the client's equipment, goods or property held in Safe Harbour Investments Ltd.'s possession in respect of any unpaid fees or charges and may refuse to return any equipment, goods or property (including domain names) to the client until outstanding fees or charges have been paid.

You agree not to transfer domains names into or away from Safe Harbour Investments Ltd.'s administrative control, or otherwise change the administrative, technical or billing contacts or re-tag without our prior knowledge and consent.

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

In the case of seriously overdue accounts, we reserve the right to seek payment of the registration costs, at our current retail rate, from the registrant.

You must ensure that we are informed of any changes of address or contact details including those of end users and domain name registrants.

In the event of any of these terms being declared invalid or unenforceable, all others will remain in force. Safe Harbour Investments Ltd will update these terms from time to time without notice or without informing you of the changes; you must check and agree to these terms regularly as continuing use of our services and facilities is subject to them.

You acknowledge that domain names are not owned by, but are leased to, the registrant for the period of the registration specified at the time of registration and is subject to the payment, where applicable, of any registration and registry fees. You will be reminded by Safe Harbour Investments Ltd or by the registry or the registrar of the expiry date of your domain name(s). Upon notification, if you wish to retain the domain name, you should renew the domain name, after which the expiry date of the domain will be deferred by the renewal period once any fees due have been paid. After the expiry date, the domain name(s) may be temporarily suspended by Safe Harbour Investments Ltd., the registrar, or by the registry, prior to deletion; after deletion, the domain(s) may become available for registration by a third party.

If you have any complaint about the service, please address your complaint in writing to the director at the office address given below. Complaints will normally be dealt with within 28 days of receipt.

An email is required to be sent from the director of the company of the purchaser (or the purchaser, if an individual) to info@safeharbourinvestments.co.uk to confirm that the purchaser accepts the Terms and Conditions of Safe Harbour

Investments Ltd and Nominet 's Terms and Conditions of Domain Name Registration, before their position as a client of Safe Harbour Investments Ltd can be accepted. Please contact 01237 473300 prior to enacting any purchase procedure.

Office address for complaints:

Landfall

Anstey Way

Instow

Devon

EX39 4JF