



The Technology Centre, Station Road, Framlingham, Suffolk IP13 9EZ
07886 465552 • mail@essex.cloud • www.essex.cloud

Website Terms and Conditions and Service Level Agreement

By applying for a essex.cloud website you agree to accept our Terms and Conditions and the accompanying Service Level Agreement.

We = essex.cloud

You = Your Organisation

WEB SPACE PROVISION

We will provide you with 2Gb of space on our servers, together with rights to use the software tools that we make available. Further storage space will be charged at £10 per annum per Gb per calendar month..

You will need to provide internet access to update your site and you are responsible for any costs associated with internet connections or devices needed to access your website.

We expect you to provide us with accurate, complete and up-to-date information and to inform us of any changes in a timely manner.

We will provide you with a user name and password to enable you to access and edit your website. You must keep these secret and not reveal them to any third party. We will not accept any liability in respect of any losses of whatever nature incurred by you (directly or indirectly) as a result of disclosure of these details. You must inform us immediately if you become aware of or suspect the loss or unauthorised use of your user login credentials.

We will provide you with 1Gb of website hosting space on which you may post and make available information, materials and other content about your organisation and its activities ("content"). If you require more space, this will be made available at an additional cost.

YOUR RIGHTS AND RESPONSIBILITIES

You are fully responsible for your website content and for all other uses by you of your website. You can only post content which you own, or which you are legally entitled to use. You must not post any content from any other source, without permission, including another website, or any books or leaflets. You must ensure that your content is accurate and complete, and you must update it on a regular basis.

You must not include in your website any content that may be considered to be:

- in breach of any confidentiality laws or obligations on you under the Data Protection Act 1998
- cause distress to any third party
- in breach of any applicable law, whether criminal or otherwise
- inappropriate, obscene, offensive defamatory or otherwise
- infringing any intellectual property rights (including but not limited to copyright, trade marks, design rights or database rights);
- any corrupted or otherwise damaging files, that may damage the operation of our or any other computer;



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- create or upload a file containing a hyperlink to another web site that may contain any damaging or inappropriate information

The hosting space is provided to you for your exclusive use for hosting your website. You will not sublet any of the hosting space we provide unless you seek permission from us.

OUR RIGHTS AND RESPONSIBILITIES

We will provide you with a website template and give you login credentials for editing via your own internet connection. Your content will be monitored but we do not guarantee that the information provided by us, or any other third parties, on your website will be complete or accurate.

We may withdraw permission to use your web space if there are reasonable grounds to suspect any breach of any of the terms of this agreement, or if your content is inappropriate.

LIMITATION OF LIABILITY

Nothing in this Agreement shall be construed as excluding or limiting our liability for death or personal injury resulting from our negligence.

We will not be liable to you or any third party under or in relation to this agreement for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, or for any errors or omissions in the content (including your content) on your website, whether arising out of our negligence, breach of this agreement or otherwise.

Subject to the paragraphs above, our entire liability to you in connection with your website will not exceed £100 (one hundred pounds), regardless of the cause or form of action.

Your use of your website is at your sole risk and except as expressly stated in this agreement, Essex.cloud excludes by law all warranties, conditions and terms, whether express or implied, in respect of your website. Where you operate as a consumer this clause shall not affect your statutory rights.

You acknowledge that there are matters beyond our control and consequently we shall not be liable for any delay or breach of our obligations under this agreement resulting from any cause beyond our reasonable control and time shall not be of the essence in the performance of our obligations hereunder.

GENERAL

We reserve the right to change this agreement at any time. Any change to this agreement will be effective once you have been notified

If any term of this agreement is found invalid or unenforceable, the remaining terms of this agreement will continue unamended in full force and effect.

This agreement is governed by the law of England and Wales, and you agree to the exclusive jurisdiction of the English Courts.



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SERVICE LEVEL AGREEMENT

APPROVAL

By applying for a essex.cloud website you agree to accept our Terms and Conditions and Service Level Agreement

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between essex.cloud and our customers for the provision of services required to support and sustain the hosting and editing of a website

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent website service support and delivery to the Customer by Essex.cloud.

SERVICE AGREEMENT

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

SERVICE SCOPE

The following Services are covered by this Agreement;

Manned telephone support
Monitored email support
Planned or Emergency Onsite assistance (extra costs apply)

CUSTOMER REQUIREMENTS

Customer responsibilities and/or requirements in support of this Agreement include:

Payment for all support costs at the agreed interval.
Reasonable availability of customer representative(s) when resolving a service related incident or request.
Up-to-date backup of all website content is stored on a separate external source.
Ensuring that all website data content is current and relevant

ESSEX.CLOUD REQUIREMENTS

essex.cloud responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Control of the equipment on which the website is hosted, the volume of the content posted and stored on such equipment, and the types of technology supporting the website.
- Reasonable skill, care and endeavours to overcome any technical difficulties where they are within its control.



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However, there is no guarantee that the website or the equipment used will meet any standards of access, availability, security or resilience and or of uninterrupted or error-free access to the website for you or any end users.

The backup software is designed to take incremental weekly backups. The backups are at a separate site although these are also on virtual servers.

Our backup strategy is to be able to recover a site that has problems quickly. We do not offer a secure document backup service and recovery is offered on a reasonable efforts basis.

Site owners should ensure that all data is secure and backed up locally.

SERVICE AVAILABILITY

Coverage parameters specific to the service covered in this Agreement are as follows:

- Telephone support : 8.00 A.M. – 8 P.M. 7 days per week
- Calls may be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup voicemail service
- Email support: Monitored 8.00 A.M. – 10 P.M. 7 days per week
- Emails will be monitored regularly, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed within 72 hours during the business week

SERVICE REQUESTS

In support of services outlined in this Agreement, Essex.cloud will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

0-8 hours (during business hours) for issues classified as **High** priority.

Within 48 hours for issues classified as **Medium** priority.

Within 5 working days for issues classified as **Low** priority.