Terms & Conditions for provision of domain name services.

This document defines the terms and conditions which constitute an agreement in law between Alpha Omega Computers Limited and the Client.

These terms and conditions do not affect your statutory rights as a consumer.

1. DEFINITIONS
In these terms and conditions:

"Company" means Alpha Omega Computers Limited, including the trading style Level 5 Internet.

"Client" means an organisation or individual using any services provided by Alpha Omega Computers Limited;

"Services" means any services provided by Alpha Omega Computers Limited to the Client including without limit Internet connection, web and email forwarding, email accounts, web hosting, FTP hosting, domain name registration, domain name resolution (DNS), web site design, graphic design, consultancy, search engine promotion, advertising and any other services provided to the Client by Alpha Omega Computers Limited;

"Site" means any collection of Content compiled by the Client and stored on a web server or computer attached to the Internet;

"Content" means any information stored on a web server or computer attached to the Internet including without limit web pages, emails, scripts, programs, lists or any other electronically stored document or file;

"Internet" means the World Wide Web, email, telnet, SSH, SSL, FTP, web sites, domain names and any other associated technologies;

"Domain Name" and **"Domain Name Registration"** mean a name registered on behalf of the Client for the Client, or on behalf of the Client for a third party for the registration period. The terms and conditions of each Naming Authority shall apply to all domain name registrations;

"Pre-registration" means a potential domain name registration under a country code domain or top-level domain or other domain which is not yet available on the Internet but which is due to become available within 12 months according to the information available from the appropriate registry at the time of registration. Such registrations are not guaranteed and the Client is required to pay a registration fee and a non-refundable administration fee;

"Registration Period" means the period of ownership of a domain name between the initial date of registration and the renewal date;

"Naming Authority" means an authoritative registry responsible for the processing and storage of domain name registrations within a domain;

"Monthly Bandwidth Usage" refers to the total volume of all network traffic generated by access to the Client account in a 30-day period.

"Server Space Usage" refers to the total amount of space in bytes used at any instant by the Client to store any data as part of the Services provided.

"ISP" means any third party who provides Internet services to the Client.

2. DOMAIN NAME REGISTRATION, PRE-REGISTRATION, RENEWAL & TRANSFER

2.1 The Client accepts that Domain Names which expire are at risk of cancellation. The Client is ultimately responsible for paying renewal charges to the appropriate registry. The Client is ultimately responsible for ensuring that the Domain Name has been registered as they require.

2.2 The Client agrees that any costs incurred as a result of a change of ownership of a Domain Name Registration shall be payable by the Client.

2.3 All Domain Name registrations remain the property of the Company until payment has been made in full by the Client. The Company has the right to withhold the Domain Name until all charges owed by the Client or third party have been paid.

2.4 The Company may at its discretion refuse to register any Domain Name if the Company has reason to believe that the Client has supplied incorrect information or is acting with a lack of "good faith".

2.5 The Company may at its discretion withdraw, suspend, disassociate from, and/or refuse to register any Domain Name which is deemed by the Company to be of an illegal, offensive, abusive or obscene nature.

2.6 The Company may at its discretion withdraw, suspend and/or disassociate from any Domain Name which is deemed by the Company to be pointing to illegal, offensive, abusive, obscene or plagiarized Content including without limit any kind of pornography, racist material or defamatory material.

2.7 The Client accepts that the Naming Authority shall store information relating to the Client for each Domain Name Registration. Furthermore the Client accepts that the Naming Authority may allow other organisations and individuals to access this information. The Company is acting only as an agent, the contract for Domain Name Registration is between the Client and the Naming Authority, details of which can be obtained using the information given in Clause 4.2.

2.8 The Company (including its directors, officers, employees, shareholders, subcontractors and agents) shall under no circumstances be liable for any loss, penalties, damages, liability, claims or expenses arising from any claims by third parties as to ownership or other rights to use a Domain Name where one has been registered by or transferred to the administration of the Company or arising in any way by the Client infringing - whether knowingly or otherwise - third party rights. The Company gives no guarantee that a Domain Name will not infringe on the rights of a third party.

2.9 A Domain Name Registration may be transferred to another ISP at any time after the minimum contractual period as defined in Clause 7.2, however, no charges paid by the Client relating to the Domain Name Registration shall be refunded by the Company. Furthermore the Company reserves the right to hold the Domain Name until all fees owed by the Client relating to the Domain Name have been paid in full. The Client acknowledges that the Company shall not issue renewal notifications in accordance with Clause 11.3 for Domain Names that have been transferred to another ISP, in addition, the Company refuses to accept responsiblity for any Domain Names that have been transferred to another ISP, the Client agrees that all information regarding the Company shall be removed from the Naming Authority records of any Domain Name transferred to another ISP.

2.10 In the event of a Pre-registration of a Domain Name the Client accepts that the Company shall not be liable for any failure to register the Domain Name.

2.11 The Company shall make no additional charges for transferring a Domain Name to another ISP, however, any costs incurred by the Company during the transfer process shall be payable by the Client. The Company shall not be obliged to complete the transfer process until all amounts payable by the Client are received in full.

2.12 In the event of a Pre-registration where the Domain Name requested by the Client is not available, the Company shall be required to refund to the Client the registration fee paid for the Domain Name but not the administration fee.

2.13 The Company shall accept no liability for the loss of a Domain Name or any consequential business losses resulting from a Client failing to pay the registration or renewal fees within the specified period.

2.14 The Client accepts that Domain Names not renewed will be made available for any third party to

register by the Naming Authority. The Company shall accept no liability for any business losses resulting from the re-registration of a Domain Name by a third party.

2.15 The Client shall inform the Company or their wish to renew their Domain Name at least 1 calendar month in advance of the end of Domain Name's current registration period.

2.16 In the event of a late renewal payment received for a Domain Name from the Client (i.e. after the renewal date of the domain), any additional charges levied by the Naming Authority shall be payable by the Client unless the Company failed to notify the Client of the pending renewal in accordance with Clause 5.3.

2.17 The Company shall not register or renew a Domain Name until payment has been received, unless otherwise agreed in advance by the Company. The Client accepts that Domain Names not renewed by the specified date shall be automatically deactivated, furthermore the Company accepts no liability for loss of business resulting from such deactivation.

2.18 The Company will use all reasonable measures to register Domain Names and notify the Client of the outcome, however success is not guaranteed. The Client cannot assume that a registration or renewal has been effected until the Company has received specific confirmation of the registration or renewal.

2.19 The Client accepts that payment made to the Company for the purpose of transferring a Domain Name to the Company for management does not guarantee the completion of the transfer. In the event of the transfer being unsuccessful the Company shall refund any payment received in full. The Company shall accept no liability for the loss of a Domain Name or any consequential business losses resulting from the failure of a transfer.

2.20 The Company shall not be obliged to continue to provide Services for any Domain Name that has been transferred to another ISP.

2.21 If the Client is registering a Domain Name on behalf of a third party, the Domain Name must be registered to the third party and not to the Client.

3. SERVICES

3.1 The Company reserves the right to monitor the Server Space Usage of a Client - where applicable - and reserves the right to implement restrictions on such usage in order to protect the interests of the Company and the clients of the Company.

3.2 The Company reserves the right to monitor the Monthly Bandwidth Usage of a Client - where applicable - and reserves the right to implement restrictions on available bandwidth and the frequency of connection (in case of email services) in order to protect the interests of the Company and the clients of the Company.

3.3 The Services supplied to the Client cover permitted Monthly Bandwidth Usage - where applicable. The Company reserves the right to make additional charges for usage above the limit at the prevailing rate.

3.4 The Client shall not permit any third party to use and/or access any of the Company facilities for any purpose without prior written consent of the Company given in accordance with Clause 11.3.

3.5 The Client acknowledges that it has independently determined that the Services supplied by the Company meets its requirements.

3.6 The Company is not responsible for any delay, malfunction, non-performance and/or other degradation of the Services caused by or resulting from any alteration, modifications and/or amendments due to changes and specifications requested or implemented by the Client whether beyond the scope the Services already supplied or contained therein. The Company reserves the right to raise additional charges for any work arising out of the provisions of this clause.

3.7 The Company reserves the right to monitor all Sites hosted by the Company; and to refuse to provide Services or discontinue Services for any Site which is deemed by the Company to contain illegal, offensive, abusive, obscene or plagiarized material, or which infringes upon the rights - including without limit the intellectual property rights - of any third party, or any material which is deemed by the Company to invite legal action against the Company. The Company shall not be required to make any refund in accordance with Clause 6.8.

3.8 The Client acknowledges that changing nameservers or DNS settings for a Domain Name may result in down time. The Company reserves the right to refuse to provide Services for Domain Names which are

not held Company nameservers or which are not registered through the Company.

3.9 The Client acknowledges that the Company may from time to time move services to new servers to perform upgrades or maintenance. If any forseeable downtime is likely to occur the Company shall notify the Client in advance. However the Company shall accept no liability for downtime occurring to web site applications that are not fully portable between servers.

3.10 The Company reserves the right to refuse to provide Services or discontinue Services if the Client has behaved in an offensive manner (including without limit racial discrimination, sexual discrimination, threatening behaviour and verbal or physical abuse) to any Company staff member (including its directors, officers, employees, shareholders, subcontractors and agents). The Company shall not be required to make any refund in accordance with Clause 6.8.

3.11 The Company shall accept no liability for any business losses resulting from a Client failing to keep secure any security information supplied by the Company or a Naming Authority including without limit, usernames, passwords, pin numbers, authorisation codes and documents.

3.12 The Company shall accept no liability for any business losses resulting from a Client failing to pay for the renewal of Services by the specified date. The Company reserves the right to terminate Services in accordance with Clause 6.7

4. OBLIGATIONS OF THE CLIENT

4.1 The Client agrees to indemnify the Company (including its directors, officers, employees, shareholders, subcontractors and agents) and all Naming Authorities (including their directors, officers, employees, shareholders, subcontractors and agents) against any loss, penalties, damages, liability, claims or expenses directly or indirectly related to the Services provided to the Client by the Company.

4.2 The Client shall at all times comply with the terms and conditions for the registration and renewal of Domain Names published by the relevant Naming Authority and generally to the terms and conditions of any such authority having similar force and to which the client may become subject as a result of Services provided by the Company. The Client shall acknowledge terms and conditions relating to Domain Names may change at any time and such changes are not under the control of the Company. The links to the terms and conditions of the registries most commonly used by the Company are shown below:

Registry	Terms and Conditions	Domain
Nominet	https://www.nominet.uk/domain-registration-tandc	co.uk, ltd.uk, plc.uk, org.uk, me.uk, .uk
CentralNic	http://www.centralnic.com/terms.php	uk.com, uk.net, gb.com, gb.net + all CentralNic
Others	Accessible through the IANA website: http://www.iana.org/cctld/cctld-whois.htm	

4.3 The Client must specify a communications address in a recognised form to which the Company may send all notices or other forms of communication.

4.4 The Client shall promptly notify the Company of any change to the communication address of the Client and the Client acknowledges that the Company shall not be liable for any costs, damages or loss which the Client may suffer or incur as a result of failure to notify such changes to the Company.

4.5 The Client shall immediately notify the Company if it becomes aware of any unauthorised use of all or any of the Services.

4.6 The Client shall not use the Services for any unlawful purpose or for the publication, linking to, issue or display of any unlawful or obscene material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, abusive, harmful, defamatory or which breaches the rights - including without limit the intellectual property rights - of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the country of current residence of the Client or any other place where the results of such purpose or such material can be accessed.

4.7 The Client shall not use the Services for the publication, linking to, issue or display of any material which at the discretion of the Company may harm the Company or any of its clients or bring the Company into disrepute or call into question any action taken by the Company on the behalf of a Client.

4.8 The Client shall treat as confidential the Services supplied by the Company and either designated as confidential by the Company or confidential by its nature (information). Information shall not include information which is lawfully in the possession of the Client otherwise than through disclosure by the Company or which is in the public domain (otherwise than through unauthorised disclosure by the Client).

4.9 The Client shall not provide any technical information obtained from the Company to any person, company, firm or government entity when the Client knows or has reason to believe that the supply of information may indirectly or directly lead to a contravention of the laws or regulations of the United Kingdom applicable to the export supply or use of goods or technology.

4.10 The Client shall promptly notify in accordance with Clause 11.3 the Company if it becomes aware of a breach of confidence and shall give the Company all reasonable assistance in connection with any proceedings the Company may institute against a third party at the expense of the Company.

4.11 The Client shall not use the Services to send illegal, abusive or offensive Content; or to send bulk unsolicited email (a process referred to as spamming).

4.12 The Company enforces "good netiquette" practice as detailed at http://www.faqs.org/rfcs/rfc1855.html and the Client shall comply with this code of practice.

4.13 The Client shall under no circumstances attempt to gain unauthorised access to Company systems including without limit passwords, files, documents, databases and any other unauthorised access.

5. OBLIGATIONS OF THE COMPANY

5.1 In the event of a systems failure resulting in a disruption of the Services the Company will endeavour to repair and reinstate the service within 24 hours of detection depending on the severity of the failure. If failure is caused by the Client or any agent of the Client to whom access to the Company web servers was given the Client shall pay all costs to reinstate and/or repair the Services.

5.2 The Company shall at all times take reasonable steps to safeguard the Company web servers and the data contained therein from damage, accident, fire, theft and unauthorised use.

5.3 The Company shall notify the Client with a minimum notice period of 2 calendar months, in accordance with Clause 11.3, of any fees required to secure the further use of a Domain Name before the end of the current registration period. Any liability of the Company in this respect shall be limited by Clauses 2.1 and 4.4.

5.4 All confidential information regarding the Client or the customers of the Client disclosed to the Company shall be regarded as disclosed in confidence and shall be used in connection with the affairs of the Client and not be passed on to any third party and/or in any way be made use of by the Company at any time either during or after the termination of this agreement save with the consent or the Client or which comes into the public domain (otherwise than through the unauthorized disclosure by the Company).

5.5 The Company shall promptly notify the Client of any change to the communication address of the Company.

5.6 The Company shall process all Domain Name Registrations requested by the Client and submit applications for each Domain Name to the relevant Naming Authority with the exception of applications deemed by the Company to be subject to Clauses 2.4, 2.5 and 3.7.

5.7 The Company shall pay all amounts relating to a Domain Name Registration which are invoiced to the Company and for which the Company has received payment by the Client except where the Company is unable to meet its obligations according to Clause 10.5.

5.8 If the Company refuses to register a Domain Name for the Client in accordance with Clauses 2.4 and 2.5, the Company shall refund in full any amounts received from the Client relating to the Domain Name.

6. CHARGES AND PAYMENT

6.1 The Company reserves the right to make reasonable changes to the fees paid for Services from time to time. The Company shall notify the Client of any such changes in advance of renewal and in accordance with Clause 5.3.

6.2 All charges quoted to the Client for the Services are exclusive of any value added tax (VAT) for which the Client shall be additionally liable to pay at the appropriate rate.

6.3 The Client agrees that all amounts invoiced by the Company for Services shall be paid within 30 days of the date of the invoice unless otherwise agreed in writing by the Company.

6.4 Where invoiced amounts are outstanding for more than 60 days from the date of the invoice and without prejudice to the Company's other rights and remedies consequent upon breach of these terms and conditions, the Company reserves the right to charge interest on a daily basis at a rate of 1.5% per month from the first working day after 60 days beyond the invoice date. For commercial debts, the Company will proceed according to the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

6.5 In the event that a cheque received from the Client causes the Company to incur bank charges (including but not limited to a stopped, referred or bounced cheque), the Client shall pay a fee of £25 to the Company to cover bank charges and administration costs.

6.6 In respect of a Domain Name, failure for any reason by the Client to make payment within the period specified in Clause 6.3 shall entitle the Company to de-register (or disassociate itself from) the Domain Name registered on behalf of the Client without any liability for loss or damage suffered by the Client howsoever arising.

6.7 In respect of a Services provided to the Client, failure for any reason by the Client to make payment within the period specified in Clause 6.3 shall entitle the Company to suspend or terminate the Services without any liability for loss or damage suffered by the Client howsoever arising.

6.8 In the event that the Company has suspended or terminated the Services due to a breach of contract the Company shall not be obliged to refund any fees paid by the Client.

6.9 In the event of a system error causing an incorrect price to be charged on an order, the Company reserves the right to amend an order with the correct price provided that the Client has been notified within 48 hours of the date of the order.

7. DURATION

7.1 The minimum contractual period for the provision of Services by the Company with the exceptions noted in Clauses 7.2 and 7.3 is 12 months from the first day that the Services are made available to the Client.

7.2 The minimum contractual period for a Domain Name Registration is 60 days from the date of registration or renewal of the Domain Name.

7.3 The minimum contractual period does not apply to web design, graphic design, programming or consultancy services provided by the Company unless by specific agreement with the Client.

8. DISCLAIMER

8.1 The Company accepts no liability for loss or damage to the Client arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete, inaccurate, illegible, out of sequence, in the wrong form, or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.

8.2 The Company's liability in contract, tort (including negligence) or otherwise in connection with this agreement or the Services for any one event or series of related events is limited to 125% of the fee we received for the relevant Service in the 12 months before the event(s) complained of.

8.3 In no event may the Client bring any claim against the Company more than 12 months after the Client knew of (or ought reasonably to have discovered) the event(s) giving rise to the potential liability.

8.4 In no event (including Company negligence) will the Company be liable for: (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings); (b) loss of goodwill or reputation; (c) special, indirect or consequential losses; or (d) damage to or loss of Data even when the Company has been advised of the possibility of such losses.

9. SUSPENSION OF CONTRACT

9.1 Without prejudice to any other conditions the Company reserve the right to suspend Services of a Client indefinitely in the event that any of these conditions are breached and suspension of Services will continue until the cause of the breach is rectified or until otherwise agreed.

9.2 Any failure or delay by either party in exercising any rights or remedy will not constitute a waiver.

9.3 If either the Company or the Client is unable or if impracticable, to perform any of its obligations under these conditions due to circumstances beyond the control of either party the offending party shall immediately give notice to the other party in accordance with Clause 11.3 and indicate what steps (if any) are being taken to the remedial.

9.4 Other than for Domain Name Registration, this agreement shall be deemed to expire only in the event that the Client has given one months written notice no later than the end of the eleventh month after the supply of services stating its intention to terminate this agreement otherwise the following years annual fee for the Services shall become payable by the Client.

9.5 Any breach by the Client of any of its obligations thereunder shall entitle the Company to recover its loss arising from any such breach where such losses are within the contemplation of the Client.

10. TERMINATION OF CONTRACT

10.1 Either party may terminate the agreement after the minimum contractual period by giving to the other party not less than one month's notice in accordance with Clause 11.3.

10.2 The Company may terminate the agreement if the Client fails to pay any sums due hereunder within the settlement period stated on the invoice or notice presented to the Client.

10.3 The Company may terminate the agreement immediately by giving notice to the Client if the Services are being used in a way which contravenes the laws of the United Kingdom, or which breaches, without limit, Clauses 3.7, 4.6, 4.7, 4.11 or 4.12, or which in any way is likely to endanger the operations of the Company or its clients, or which in any way infringes upon the rights of a third party.

10.4 Either party may terminate the agreement if the other commits any material breach of any these conditions, with the exception of Clause 10.2 and Clause 10.3, and which has not been remedied within 30 days of a notice in accordance with Clause 11.3 to remedy the same, provided the breach is able to be remedied.

10.5 Either party may terminate the agreement if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or any other steps are taken for the winding up or the making of an administrative order (otherwise than for the purposes of a solvent amalgamation or reconstruction).

10.6 Any termination pursuant to the proceeding clause shall be without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law and shall not effect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continuing force upon or after such termination.

11. GENERAL

11.1 The Company may make reasonable changes to the terms of this agreement from time to time. The Company shall notify the Client of any such changes by updating the Company web site before the

changes take effect.

11.2 The Company will not be liable for any loss or damage suffered by the Client in the following cases: (a) losses that were not foreseeable by both parties at the start of this agreement; (b) losses that were not caused by any breach on the part of the Company; or (c) business losses or losses to non-consumers.

11.3 Any notice to be given under this agreement shall only be deemed to be served if delivered by hand or sent by pre-paid post, by fax or by email, to the party to whom it is given at its last known postal or email address or fax number. The notice will be effective: if delivered, on delivery; if sent by fax or email, when the sender receives confirmation of receipt; and if sent by post, on the fourth day after posting.

11.4 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, government restrictions (including the denial or cancellation of any export or other necessary license), war, strikes, fires, floods and/or any other cause beyond the reasonable control of the party whose performance is affected.

11.5 No forbearance or delay by either party in enforcing the provisions of the contract will prejudice or restrict its rights, nor will any waiver of any right operate as a waiver of any subsequent breach.

11.6 This agreement shall be governed by English Law and the Company and the Client agree to be subject to the exclusive jurisdiction of the English Courts.

12. COMPLAINTS AND ESCALATION PROCESS

12.1 We like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers. If you wish to make a complaint about a service you have received, please submit an email to us at hostmaster@aoc-uk.com including as much detail from the issue you have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days.

If you're not happy with the initial outcome of your complaint, you can request that your complaint is escalated to a manager or director of the company.

You are also able to make a formal complaint about a registrar to Nominet (the .uk registry) here: https://www.nominet.uk/complaints/