

# Terms & Conditions

## Free PC Health Check

- The 'Free PC Health Check' will be carried out by one of our trained technicians at North East Computer Systems (NECS). The health check is intended for diagnostic purposes only and we advise you (the customer) of any problems we detect whilst running our routine procedures and checks. We offer ADVICE ONLY; at this stage we do not provide any kind of update, scan, fix, patch, reinstall, upgrade, format or installation to your machine.

- PC Health Checks are only carried out at the NECS workshop in Gosforth.

- Any PC Health Check must be pre-arranged with NECS before the customer brings their PC to the workshop.

- Customers must bring their PC to the workshop and collect the system after the diagnosis is complete. NECS can offer a collection and/or delivery service but a charge will be made for this.

- No specific time will be allocated for Free PC Health Checks. NECS will attend to customers' systems as time slots become available.

- The customer will be asked to sign the following disclaimer:

I hereby give permission for North East Computer Systems Ltd. to perform a series of diagnostic tests and procedures and inform me of any problems or issues which they consider may affect the performance or security of my computer.

This is a free no obligation health check and I understand that the service provided by North East Computer Systems Ltd. is for information purposes only and does not constitute any binding contract to repair my PC.

I agree to these Terms and Conditions.

NECS will not be held responsible for any loss of data on customers' PCs, but will at all times act in a responsible manner to avoid such occurrences.

Customers' PCs not collected after a 3 month period will be disposed of.

The 'PC Health Check' does NOT include repairs to the system. Any repairs must be agreed between the customer and NECS before any work is carried out. The cost of parts and or labour must be paid for by the customer on completion of the work.

NECS will offer advice regarding any necessary repairs or problems that may be encountered on customers' PCs. They will NOT be held responsible for any repairs carried out by non-NECS engineers following this advice.

Customers agree that their information is held by NECS for administration purposes only. This information will NOT be passed on to third parties. NECS may contact the customer to offer services or promotions in the future. If the customer does not wish to be contacted they must inform NECS of this.

## Provision of Service

1.1 This contract covers the provision of service by North East Computer Systems to the customer. It supersedes and takes precedence over any previous written or oral representations given or made by the company or any representatives of the company. In agreeing to the provision of the services, the customer is deemed to have read and understood these terms and conditions.

1.2 Any date proposed either by the customer or North East Computer Systems for the provision of services is to be treated as an estimate only and North East Computer Systems accept no liability for any failure to meet it.

1.3 Unless North East Computer Systems receive a notice in writing from the customer terminating this contract 30 days prior to the renewal date, the customer will be deemed to renew the contract for the period covered by the issued renewal notice and be subject to the terms and conditions referred to herein. An account cancellation form can be obtained on request from North East Computer Systems.

1.4 North East Computer Systems reserve the right to alter or amend its terms and conditions by giving seven days prior notice to the customer. Notice will be deemed to have been given by North East Computer Systems by displaying the notice on their web site in the Terms and Conditions section.

1.5 Notwithstanding the above, the customer will grant North East Computer Systems permission to deduct any funds due at the date of renewal from previously supplied credit card information.

## 2 Definition and application

### 2.1 In this Contract:

"the customer" means the customer with whom North East Computer Systems makes this contract including a person reasonably appearing to North East Computer Systems to act with that customer's authority

"WWW" means World Wide Web service available on the Internet;

"Domain names" means Internet addresses which have been registered with the central registration authorities on the Internet on behalf of the customer;

"Upload" means transfer computer files to the North East Computer Systems Web Servers for publication on the Internet, WWW;

"Commencement date" means the date of North East Computer Systems acceptance of the customer's order specified by the order date on the customer invoice;

"This contract" means the contract between the customer and North East Computer Systems incorporating these terms and conditions;

"Web site" means the area on North East Computer Systems Web Servers allocated to the customer for the purpose of this order;

"Hosting" means the making available of the customers domain name to the Internet community;

"Renewal Date" means the date of renewal of this contract between the customer and North East Computer Systems, as defined on the customer application form;

"Megabyte" means 1,048,576 bytes or characters of information;

"Gigabyte" means 1,073,741,824 bytes or characters of information;

"Illegal" means any act or acts which are capable of breaching the criminal laws of England and Wales.

2.2 Any words in the singular include the plural and vice versa. All definitions, notes, terms and conditions referred to in this contract form part of the contract as if they were expressly set out in it.

### 3 Contract Period

This Contract shall continue from the commencement date for a minimum period of one calendar year and thereafter continue subject to termination under conditions 8 and 9.

### 4 The Customer's Responsibilities

4.1 It is the customer's responsibility to ensure that they do not upload a virus to the web space provided by North East Computer Systems which could infect the North East Computer Systems server. The customer must not allow a virus to enter the Internet community by allowing Internet users to download files containing viruses and knowingly or otherwise from their web space which is on a North East Computer Systems server.

4.2 It is the customer's responsibility to ensure that any material being uploaded is not in breach of copyright. North East Computer Systems accepts no responsibility for the customer's actions in either uploading material to the WWW or in the customer's transferral of any material to other Websites.

4.3 The customer agrees not to upload any material which would be considered to be contrary to public decency and morality. North East Computer Systems reserve the right to randomly inspect Websites and in the event that any unauthorised material has been uploaded to that Website, North East Computer Systems reserve the right to inform the authorities and to terminate this contact forthwith. Unauthorised uploaded material would expressly include pornographic, barbaric and overtly tasteless material.

4.4 The customer agrees that it shall not cause or permit or in any way assist in any unauthorised publication, dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of England and Wales.

4.5 The customer agrees to keep secure the login name and password specified on the application form and not to pass that information to any unauthorised persons. In the event of the customer's login name and password being used by any unauthorised persons, North East Computer Systems accepts no responsibility and the customer will be liable for any

additional charges arising therefrom.

4.6 The customer is only entitled in this contract to transfer as set out in the purchase order. Any transfer in excess of this figure will result in a charge at the current rate.

4.7 If the contract is terminated for whatever reason, the customer will not be entitled to a refund unless they terminate the contract within the first 30 days, in which case a full refund will be payable, less any domain registration charges, or charges for additional services not included as part of any of our standard hosting plans, as defined and displayed on our website.

4.8 The customer agrees not to perform any action that will result in the reduced performance of the North East Computer Systems servers to the detriment of other users.

4.9 The customer agrees not to commit any act whereby access is gained by the customer to any information or resources of any body, corporate body or person, individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions.

4.10 The customer agrees not to use North East Computer Systems servers to send unsolicited or spam e-mail to other Internet users. Failure to meet this obligation would result in the termination of this contract without refund.

4.11 The customer agrees not to use unsolicited or spam e-mail in any way that would result in any part of the North East Computer Systems network being mentioned either directly or indirectly in such postings. Failure to meet this obligation would result in the termination of this contract without refund.

4.12 The customer agrees not to use our servers either directly or indirectly in a way that would have a detrimental effect on network performance.

4.13 The customer agrees not to engage in any act or allow an omission, the result of which would have the effect of bringing North East Computer Systems into disrepute.

4.14 Fair usage policy - resources

North East Computer Systems does not operate a bandwidth capping policy. We do this by maintaining high ratios of bandwidth per customer site. In some rare cases North East Computer Systems may find that a customer is using server resources to such an extent that they may jeopardize server performance and resources for other customers. In such an instance North East Computer Systems reserves the right to impose a High Resource User Policy for the consideration of all customers.

4.15 High resource user policy

Resources are defined as bandwidth, processor utilization or disk space.

North East Computer Systems may have cause to implement the following policy at its sole discretion.

When a website is found to be monopolising available resources, North East Computer Systems reserves the right to suspend the offending site immediately. This policy would only be implemented in extreme circumstances and is intended to prevent the misuse of our servers and to maintain maximum availability for other customers. Customers may be offered alternate hosting options which may include North East Computer Systems hosting their website for an additional fee.

4.16 North East Computer Systems will not be held responsible for web content in the case of misuse and it remains the responsibility of the customer to ensure that they back up their site.

## 5 Limitation of Liability

5.1 North East Computer Systems has no obligation, duty or liability in contract and/or tort for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

5.2 In any event and in no circumstance shall North East Computer Systems be liable for any loss either direct or indirect of profits, business or anticipated savings or any other direct or indirect consequential loss arising out of the provision or non-provision of services to the customer.

5.3 In no circumstance shall North East Computer Systems be liable for any loss whether direct or indirect arising from the content of any information placed by the customer onto the service provider of North East Computer Systems.

5.4 Under no circumstances shall North East Computer Systems be liable for loss whether direct or indirect of profits, business or anticipated savings or for any direct or indirect consequential loss whatsoever in connection with the registration, renewal, non-registration, non-renewal, suspension, transfer, failure to transfer, operation, delivery, mis-delivery or any and all combinations of the aforementioned. Under no circumstances are North East Computer Systems liable for any errors or omissions or any other actions by the registry administrator arising out of or relating to, any application, receipt of or failure to receive a domain registration.

5.5 Under no circumstances shall North East Computer Systems be liable for loss whether direct or indirect of profits, business or anticipated savings or for any direct or indirect consequential loss whatsoever by the failure of, or any problem experienced by the customer in its operation of their web site.

5.6 Each provision of this condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable.

5.7 In any event the liability of North East Computer Systems shall not exceed either the initial total amount paid for a Hosting package or domain registration or 250 pounds.

## 6 Indemnity

6.1 Without prejudice to any other rights or remedies which North East Computer Systems may have against the customer, the customer shall indemnify North East Computer Systems against any loss or expenses sustained by reason of any breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against North East Computer Systems by a third party which are caused by or arise from any action of North East Computer Systems carried out pursuant to the instructions of the customer.

6.2 The customer shall indemnify North East Computer Systems against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against North East Computer Systems by a third party which are caused by or arise from any act or default of North East Computer Systems carried out pursuant to the instructions of the customer.

## 7 Charges

7.1 Charges are payable either monthly or annually in advance depending on the service purchased. It is a condition of service that a regular cash or cheque payment agreement is in force for the duration of the contract.

7.2 All charges of whatever nature in respect of service shall as such be as North East Computer Systems determine from time to time. On each occasion when service is provided to the customer, the customer shall pay the charges in force at that time, full details of which will be available from the address specified in condition 9.

7.3 All goods and services must be paid for in advance of delivery, however, no order will be deemed to have been accepted by North East Computer Systems until a confirmation of order notice is issued.

7.4 Value Added Tax where applicable will be added at the appropriate rate to the total of all charges shown on the customer's bill.

7.5 Should North East Computer Systems have to issue court proceedings pursuant to this contract the customer accepts responsibility for all North East Computer Systems legal fees and disbursements notwithstanding the value of the claim, on an indemnity basis.

7.6 Any third party costs North East Computer Systems may incur due to processing the payment for the services will be payable by the customer within seven days.

## 8 Termination of this contract by North East Computer Systems

8.1 If the customer does not pay any charge when due or breaks this contract in any other way North East Computer Systems can terminate this contract immediately without the requirement of prior notification.

8.2 Should North East Computer Systems deem the customer a threat to the integrity of the North East Computer

Systems network whether as a result of their actions or threats of such actions or by hostility of their actions or due to any other reason which in our considered opinion would be against our business interest, then North East Computer Systems can terminate this contract immediately without the requirement for prior notification.

8.3 Termination of this contract by North East Computer Systems will result in the retaining by North East Computer Systems of all monies received from the customer who will not be entitled to a refund of monies paid.

8.4 Upon termination of this contract the customer shall nevertheless remain liable for all charges due or which would have been payable under this contract.

8.5 On termination North East Computer Systems will remove all materials held on North East Computer Systems computer and remove all privileges entitled to the customer.

8.6 Subject to the discretion of North East Computer Systems, after termination, if North East Computer Systems agree that the customer may once again be reconnected to the service, any reconnection will be subject to an administration charge of £50 together with any outstanding charges payable prior to the reconnection.

## 9 Termination of the contract by the customer

9.1 The customer can terminate this contract at any time within the first seven days and receive a full refund, less any domain registration charges or charges for additional services not included as a part of one of our standard hosting plans. After this 7 day period the customer may terminate the contract, however, no refund will be payable and the customer remains liable for all fees to the end of the contract period as defined in section 3 of this contract. The notice of termination should be made in writing.

## 10. Refunds

10.1 On receipt of a valid cancellation notice, North East Computer Systems will, at its sole discretion, refund unused time paid, and then only full calendar months of time.

10.2 A cancellation notice must be received within thirty days of a renewal period in order for a cancellation to be processed prior to a renewal payment being taken.

10.3 Should a cancellation notice be received within thirty days of a renewal period then an administration charge may be applied to any refund issued with the sole exception of refunds issued in line with our thirty day money back guarantee, in which case no fees are payable.

## 11. Force Majeure

11.1 North East Computer Systems is not liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of

government, highway authority or other competent authority. North East Computer Systems compliance with any statutory obligation, industrial disputes of any kind (whether or not involving North East Computer Systems employees), fire, lightening, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons to whom North East Computer Systems is not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside North East Computer Systems reasonable control.

## 12. Proper Law

This contract is to be treated as made in England and Wales according to English and Welsh Law and subject to the jurisdiction of the English and Welsh Courts.

## 13 Limitation on assignment

13.1 The customer must not assign the benefit of this contract in whole or in part.

13.2 North East Computer Systems reserve the right to assign the benefit of this contract by giving prior written notice of any assignment to the customer.

13.3 Except with the prior written consent of North East Computer Systems, the service shall not be used by or on behalf of any person other than the customer or a third party specified on the application form.

Valid from 1st April 2000.

## Renewals

Services are automatically renewed for the periods of time as stated below:

Web hosting is automatically renewed for a further year

.com addresses are automatically renewed for a further year

.co.uk addresses are automatically renewed for a further 2 years

If you would like to stop using a service with us then please email us within 30 days of the approaching renewal date, and we will make the necessary arrangements to ensure your service is terminated on the correct day and time.

We aim to respond to all technical support requests as quickly as possible.

All support issues are dealt with in order of priority. We will always endeavour to rectify any problem brought to our attention as quickly as possible and normally within the business day and during normal business hours, however, some problems take longer to solve than others, and it may not be possible to resolve them within a day.

Technical Support - affecting more than one website

Where this is the case, we will notify all affected parties as soon as possible. This will normally be via the news page of the NECS website, and where necessary via e-mail.