

mh-p internet - TERMS AND CONDITIONS – March 2019

Councils awarding us with the contract to build and maintain their website are deemed to have accepted these Terms and Conditions that are supplied with the initial enquiry, your quotation, your order and upon request. These Terms and Conditions are also displayed on our websites together with Nominet Terms and Conditions. We reserve the right to amend these terms from time to time without prior consultation.

General

Subject to copyright, the content of the website is owned by the Council. We are not responsible in any way whatsoever for the content of the website.

We act as a facilitator to the Council in that we manage the domain, the hosting and place content on the site under the direction of the Council.

The work that we carry out is specified on our Website Updating Schedule which is supplied with the initial enquiry, your quotation, your order and upon request. Any work that is not specified in the schedule is considered an extra and charged at the published rate or an agreed rate in special cases.

Design and Build

Upon receipt of instructions from the Clerk to proceed we will register the chosen domain name and set-up the hosting for the site. If you already have a domain name this will need to be transferred to ourselves and the process for this will be explained. If a site already exists on the domain we will scrape the content from the old site and hold it ready for use on the new site. Please note that we do not take over third party websites.

The site will be built to your instructions and we will advise if any of your proposals are likely to prevent the site from working correctly, breach legislation or generate accessibility issues.

All material supplied for the website whether it be text, graphics or photographs must be owned by the Council or be used with the full permission of the copyright owner. The Council will be responsible for any breaches of copyright resultant from materials that they have supplied.

During the design and build process the Council will be invited, from time to time, to monitor the progress of the website at a private location. When the design phase is finished the Council will be asked to approve the work and once accepted the site will enter the Build Phase. The Council has the right to make two separate overall changes to the design within the fee.

We expect that the Council will use its best endeavours to ensure that the website is finished and made available on the World Wide Web within a period of 180 days from the Council's approval to proceed. Whilst we allow a period of 180 days we are able to produce a new website within 10 days if the Council can provide the necessary information and approvals to meet such a timescale.

The Council will be required to provide contact details for the Clerk, the Chairman and, if appointed, a Webmaster. Whilst the clerk is the primary contact for the business elements and the supply of information the Chairman and Webmaster are expected to assist or provide the necessary infrastructure to ensure the sites construction can be completed and effectively managed and updated within given timescales.

We reserve the right to use the site for promotional purposes.

Email

We will provide, at no charge to the Council, personal email accounts for all members in order to assist the Council in its compliance with the Data Protection Act 2018 (GDPR) the accounts will be maintained as long as the individual remains a member of the Council. It is the responsibility of the Council to advise us immediately when individuals cease to be members.

We will also provide three perpetual email accounts for the Clerk, Chairman and if required, Webmaster. These accounts are designed to move from one incumbent to the next to afford continuity. It is the responsibility of the Council to advise us immediately there is a change in postholder and if a password change is required.

Occasionally members of the Council may experience difficulties with their email account. We provide the credentials for all email accounts to the clerk together with instructions in how to set up the account on a local computer and we expect the Councils Clerk/Chairman/Webmaster to provide local assistance as required. We are not able to provide support to individual members but will assist holders of perpetual accounts.

Email account holders must follow the instructions that we issue to manage their own account and use our Webmail service as a means of testing their account and credentials.

In order that we can comply with the Data Protection Act 2018 (GDPR) we will no longer accept emails from non-domain (ie. private) email addresses, forwarded emails or circular emails where personal email addresses are visible. You are recommended to use BCC rather than CC for mass emails.

Updating

The website is owned by the Council, we act as an agent carrying out the instructions of the Council as requested by the Clerk/Chairman/Webmaster. mh-p should not be considered "managers" however we may, from time to time, advise the Council, in good faith, of situations where the website fails to meet known legislation.

All updating is carried out under our Updating Plans, which the Council should already have to hand. Additional copies can be supplied on request.

We expect documents for the website to be sent to us by email. The website should be treated as a Notice Board and documentation should be made available to the public within the prescribed timescales.

All documents for the website and instructions for amendments or additions must be sent by the Clerk to the email address webmaster@mh-p.net. We only accept files in the following formats; agendas with multiple attachments, can be sent in a 'zipped' form or as a combined PDF.

All documents must be sent to us in one of the following proprietary formats:

- Microsoft Word (.doc or .docx),
- Microsoft Excel (.xls) (Accounting spreadsheets only). We will not accept text documents where Excel has been used to create tables. Please use Word for tabular text data.
- Adobe PDF. (.pdf)

Additional charges will be made where documents are submitted (a) in formats other than those mentioned above, (b) on paper and (c) as hard copy photographs. We may also make a supplementary charge for the additional work involved in the re-processing of excessively large PDF files. (If you intend to make your own PDF files please use either Adobe Acrobat or PDF Element Pro with the correct setting for 'web' content.

Agenda

Submit only one agenda per email and attach all appendices relating to the agenda. Any minutes that accompany and agenda will be assumed to be "draft" and attached to the agenda with the other appendices. The current timescale is FIVE clear days before the meeting.

Minutes

Minutes should be approved before being submitted unless you have subscribed to our Draft/Approved Service. The current timescale is 30 days from the date of the meeting.

LCAS

Councils applying for Foundation, Quality or Gold Status under the Local Council Award Scheme (LCAS) must advise us before submitting documents for inclusion on the website. These schemes require Councils to maintain their websites to the highest level which involves us in extra work for which an annual surcharge applies. (Not applicable under Webmaster Service)

Social Media

Whilst we are happy to set-up Twitter accounts and link them to our "Live News/Noticeboard" service free of charge we are not responsible for the management or content of such sites unless the Council subscribes to our Webmaster Service.

Makeover Agreement

Every five years we will, at your request, perform a free makeover to your website.

To your instructions we will change images, text content, colour scheme and update the back-end technology to our latest specification. In some cases, with older websites, there may be a charge to update the core technology of the website and we will clarify this on request.

In order to qualify for the makeover Councils must meet the following criteria:

- There must be no outstanding invoices on your account.
- The Council agrees to continue using our services for a period of five years from the date of the makeover agreement.
- The terms of the makeover, detailed here, must be presented to the Council.
- Acceptance of the terms of the makeover must be minuted.
- Copies of the Agenda and Minutes should be sent to us together with a letter signed by the Chairman and the Clerk accepting our terms. This is deemed to be the date that the makeover commences.

In the event that the Council decides to terminate the makeover agreement within the following five year period the Council agrees to pay a cancellation fee equivalent to £100 for each year, or part thereof, that the makeover agreement has to run.

This makeover agreement is supplementary to your rights as described in **Your Right To Terminate**

Accounting and Finance

We will open an account for the Council at <http://www.mh-p.net> where the Clerk will be able to manage the Council's account, view the services we provide, check renewal dates, view invoices etc.

All our invoices are sent out electronically as PDF attachments. Invoices can be paid by cheque or bank transfer. Cheques must be made payable to "mh-p", "mh-p internet" or "mh-p internet Limited" and should carry the invoice number(s) on the reverse. No other documentation is required.

Once we accept an order we will invoice the Council for domain name registration and hosting as applicable. We do not take deposit payments but we do expect prompt payment (within 30 days) of all our invoices. Ordinarily the Council will be invoiced when the website is completed and signed-off by the Clerk on behalf of the Council.

We only accept instructions to proceed from The Clerk, but on the Clerk's instruction we will design and build the website in conjunction with a member of the Council. In the event that we take our instructions from a member of the Council which is subsequently revealed as being opposed to the views of the Council we will only act upon the instructions of the Clerk and any changes required may be chargeable.

We allow a period of 90 days from the receipt of the Council's purchase order or purchase letter/email to complete the design and build process. In the event that the Council has not provided all the materials necessary for us to complete the design phase we will present a design of our own and we reserve the right to invoice and be paid the full amount of the design phase.

We allow a further period of 90 days from the Council's acceptance of the Design and the start of the Build Phase to complete the website. In the event that the Council has not provided all the materials necessary for us to complete the site in that time period we reserve the right to invoice and be paid the full amount of the build phase together with costs of any extra pages or bolt on services.

When the site is approved by the Council and goes live the Council will be invoiced for the first year of updating and then annually on the same date thereafter.

The Council will be invoiced for its annual service charges at least 56 days before the renewal (due) date. Any account that has not been paid by the due date will be suspended which means that no updating will take place and other services will be turned off until such time as the outstanding account has been cleared.

All invoices are due and payable within 30 days of receipt. Invoices for Annual Updating, Hosting and Domain Name Renewal are submitted 56 days in advance and must be paid BEFORE the due date.

Customer Service Level Commitment

All updates will be carried out within 48 hours of receipt however, with the exception of weekends, this is normally a couple of hours at the most during normal office hours. Any customer who experiences any difficulty with the services that we provide may contact us by email, receive a response within twenty-four hours and a decision within three working days.

Complaints Procedure

Having lodged a complaint and where this complaint involves a UK domain. If the customer is not satisfied with our response we escalate the matter to Nominet to arbitrate within 3 working days.

Duration of Agreement

Our services are covered by a rolling agreement which automatically renews annually. Customers are invoiced 56 days prior to the end of the period and are expected to pay on or before the due date for the forthcoming year. We reserve the right to withdraw any and all of our services on the renewal date without notice where an invoice is overdue. Customers forfeit all rights under this agreement until their account is in credit and any outstanding invoices cleared.

Your Right To Terminate

If the Council wishes to terminate the agreement during the design and build period or at any point before the site goes live the Council will be liable for the full design and build cost including any extra pages and bolt-on services.

If, after the website has gone live, the Council raises an issue with the website or our services they must provide written details of their complaint which we will attempt to resolve or provide a reply within twenty-four hours. If the Council seeks advice from a 3rd party we must be shown the advice and given an opportunity to comment. We cannot be held responsible for actions of 3rd parties which affect the workings of the website that are completely out of our control.

In the event that an amicable resolution is not forthcoming, the Council must give 30 day's notice in writing to terminate the agreement subject to the provisions detailed under **Duration of Agreement**.

Change of Supplier

In the event that the Council wishes to change supplier the Council must give 90 days notice and provide the IPSTAG for the new registrar. In the event of termination the Council will forfeit any monies paid in advance for domain name registration, website hosting and website updating and any outstanding balances must be cleared. At the end of the 90 day notice period or when any outstanding accounts have been cleared (whichever is the latter) we will transfer your domain to a registrar of your choice.

Our Right To Terminate

In the event that we wish to terminate the agreement we will give the Council 90 days notice and will continue to update the website until the end of the term unless the Council decides to terminate the agreement sooner.

During the notice period whilst we will continue to update the website we will not carry out any chargeable work.

Copyright

Any and all materials supplied by the Council or its agents must be copyright cleared. If the Council does not own the material it must obtain clearance from the owner to use the material.

We will not be held responsible for any breaches of copyright from the use of material supplied by the Council or its agents.

As the hosting company, if we are informed that any material breaches copyright we will take down the website until the Council is able to resolve the issue.

Unless otherwise agreed in writing, we retain the copyright of the design whilst the Council retains copyright of the content.

It is possible that some content is delivered to the site using applications owned by ourselves or licensed to us by a third party and is therefore not transferable.

You may not use materials produced by us in any other form without our prior agreement. You will be in breach of our copyright if you attempt to move our site to another supplier.

In the event of termination and at our discretion, you may be given the opportunity to purchase the copyright on the design of the website for a fee to be determined.

Please contact us if you require clarification of our Terms and Conditions

Terms and Conditions of Domain Name Registration

These conditions apply to all domain names administered by Nominet, and registrars are required to make their customers aware of them prior to registration of a .UK domain.

1. Definitions and interpretation

In these conditions, the following words have the following meanings:

'cancel' – Cancelling your **domain name** means that it will be deleted from the **register**, will therefore not work as part of a website or email, and may be released for re-registration on a first come, first served basis.

'consumer' – Any natural person who is acting for purposes which are not business related.

'correct' – This means that the contact information you or your **registrar** provide us with must be good enough to allow us to contact you quickly at any reasonable time, must not be deceptive, and must clearly identify you.

'data protection legislation' – up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

'domain name' – An internet **domain name** ending in .uk operated by us.

'DRS policy' – The policy and procedure of our dispute resolution service.

'fees schedule' – The fees that we charge for the services we provide, which is set out in full on our website.

'good industry practice' – The exercise of skill and diligence which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the provision of a domain name registry.

'personal data' – Has the meaning given in the **data protection legislation**.

'proscribed' – That the **domain name** in our sole discretion would on the face of it (i) tend to indicate, comprise or promote a serious sexual offence and (ii) that there is no legitimate use of the **domain name** which could be reasonably contemplated.

'register' – Our database of the domain names ending .uk that we administer.

'registrar' – An agent who acts on your behalf in the registration, renewal and other general administration of a **domain name** and to whom we allow access to our automated systems and the **register**.

'rules' – Our rules which explain which domain names can be registered in .uk and which cannot.

'Searchable WHOIS' – A service we provide under contract which provides the facility to search **WHOIS** data by registrant or for **domain names** where a particular string of characters appear in the **domain name**.

'special status' – Various special states your **domain name** may be in, such as suspended due to breach of these conditions, or blocked from transfer or deletion due to the operation of the **DRS Policy** or legal

dispute. This will normally mean that you will remain listed as the person who has registered the **domain name** but the **domain name** itself may not work.

'we', 'us', 'our' – Nominet UK (company number 3203859).

'WHOIS' – A free service we provide which allows members of the public to check whether a **domain name** exists and if so, provides further details such as the registrant and registrar, creation date, name servers and, subject to our privacy policies from time and the consent of a registrant to have their details displayed on the public WHOIS, further details such as the registrant name and contract address.

'you', 'your' – The person who is entered into the **register** as the responsible person for the **domain name** and who will be listed on the **WHOIS**.

2. What we will do

2.1 We will:

2.1.1 process your application to register or renew a **domain name** in accordance with the **rules**;

2.1.2 maintain overall ownership, control and responsibility for the **register**;

2.1.3 make changes to the **register** in accordance with your instructions to transfer or cancel your **domain name** or to change **registrar**; and

2.1.4 provide the technical operation of the name servers for the .uk **domain names** we operate and make entries in the appropriate zone file to delegate your **domain name** in accordance with **good industry practice**.

3. What you must do

3.1 You must:

3.1.1 pay us directly or via your **registrar** the appropriate transaction fee in accordance with our **fees schedule** from time to time;

3.1.2 give and keep us notified of your **correct** name, postal address, phone and email contact information. This includes responding quickly to any request from us to confirm or correct the information on the **register**; and

3.1.3 notify us promptly about any legal proceedings which involve your **domain name**.

4. Security and registrars

4.1 We do not have to take any action, or make any changes to the **register**, until we are satisfied that we have received a valid request from you.

4.2 We will be entitled to assume that any action requested using your identification code and password has been submitted by you or by someone authorised by you.

4.3 You must keep any user identification code, password or other piece of information used as part of our security procedures confidential. We have the right to disable any user identification code or password, at any time, if in our opinion our security procedures have been compromised.

4.4 Your **registrar** acts on your behalf in registering and maintaining the registration of your **domain name** so that any communication to or from your **registrar** is taken as being to or from you. You should

always contact your **registrar** first with any request or question about your **domain name** or changes to it.

5. Non payment

5.1 We do not have to start any process until we have received the correct fee for that process.

5.2 We may cancel your **domain name** without further notice if any debt relating to your **domain name** remains unpaid after the due date for payment.

5.3 We will not provide credit notes or refunds unless we have made a significant mistake or condition 11.5 applies.

6. Your promises and indemnity

6.1 By registering your **domain name** you promise that:

6.1.1 you (or your **registrar**) have the permission of any person whose **personal data** is to be held on the **register** in line with condition 8;

6.1.2 any identity and contact information you (either yourself or through your **registrar**) send us is **correct** and kept up to date;

6.1.3 by registering or using your **domain name** in any way, you will not infringe the intellectual property rights (for example, trade marks) of anyone else;

6.1.4 the alphanumeric characters which constitute the **domain name** are not **proscribed**; and

6.1.5 that you will not use the **domain name** for any unlawful purpose.

6.2 Unless you are a **consumer**, you will pay us any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that you have broken any of the promises in condition 6.1.

6.3 Our right to rely on the promises in condition 6.1 and indemnity in condition 6.2 will continue to be available after the **domain name** has been registered and will not be affected by the cancellation or transfer of the **domain name**.

7. Nature of domain names and the register

7.1 A **domain name** is not an item of property and has no 'owner'. As a result:

7.1.1 we will not be bound by, or record on the **register**, any mortgage-related obligations;

7.1.2 we own and keep all copyright and database rights in the **register**.

8. Personal data

8.1 We will make your **personal data** available in the following ways, but not release it for any other purpose to any other person.

8.2 We will:

8.2.1 include it on the **register**;

8.2.2 include it on the **WHOIS** and **Searchable WHOIS** if you have consented for us to do so;

8.2.3 give your **personal data** to people with a legitimate reason for asking for it (based on the exemptions in the **data protection legislation**), including law enforcement agencies;

8.2.4 give your **personal data** to your current or proposed **registrar** (or both); and

8.2.5 use it as set out in the **DRS policy**.

8.3 You may write to us to ask for a copy of the **personal data** we hold about you or you can ask your **registrar**.

8.4 By registering a **domain name** with us you agree to us using your **personal data** as set out in these conditions.

9. The dispute resolution service

9.1 You agree to be bound by the **DRS policy**.

9.2 We (including in this case our directors, officers, staff of all types and any DRS expert) will not be liable to you or anyone else for anything done or not done in connection with any proceedings under the dispute resolution service, unless the act or lack of action is shown to have been in bad faith.

10. Cancelling or altering the domain name

10.1 We may cancel or put a **domain name** into a **Special status** by notifying you if:

10.1.1 in our sole discretion we believe that you or your **registrar** have provided significantly inaccurate, not **correct**, unreliable or false contact details (including names), failed to keep your contact details up to date, or failed to give us those details at all;

10.1.2 in our sole discretion we believe the **domain name** is being used in a way that is likely to endanger any part of the domain name system, other internet users (including but not limited to the distribution of viruses and malware, phishing activity or facilitating distributed denial of service attacks), or our systems and internet connections; or

10.1.3 you have broken any of the conditions (including the **rules** and **DRS policy**) and (in the case of a matter which it is possible to put right and which is not covered by condition 5.2, 10.1 or 10.2) you do not put it right within 30 days of us notifying you.

10.2 We may (but do not have to) transfer, cancel, alter or amend the **domain name**, put it in a **Special status** or prevent its renewal:

10.2.1 on your instructions;

10.2.2 if we reasonably believe that the changes to update the **register** or to correct any error, ambiguity or inaccuracy relating to the **domain name** registration (including any error in making the **domain name** available for registration or an error in a previous cancellation of the **domain name**) would make it more accurate;

10.2.3 if you withdraw your permission for us to process your **personal data** for any or all of the purposes described in condition 8;

10.2.4 to carry out the decision an expert has made under our dispute resolution service; or

10.2.5 if we receive a complete and valid court order which we or you (or both) must obey, or if not making the changes the court orders would be a contempt of court by us or you.

10.3 If you are an natural person, your **domain name** will be cancelled if you die and the person legally appointed to deal with your assets after you die does not transfer your **domain name** (either to themselves or someone else) within a year of your death (or the end of their appointment, whichever comes first).

10.4 If you are not an natural person, your **domain name** will be cancelled if you complete a liquidation or disbandment process or otherwise no longer exist, even if (where possible) you are later restored by an official or court order or decision.

11. Duration, renewal and transfer

11.1 We will register your **domain name** for a period between one and ten years in accordance with your **Registrar's** instructions. Registrations made directly with us may only be made for fixed terms of two years. You may renew your **domain name** at the end of its term in accordance with our renewals processes.

11.2 We may transfer our rights and responsibilities with respect to your **domain name** to anyone else in our sole discretion.

11.3 If you want to transfer your **domain name** to someone else, you must:

11.3.1 use our current published transfer process; and

11.3.2 make sure that the person taking over your **domain name** accepts these conditions in full.

11.4 If you do not transfer your **domain name** in accordance with our published transfer process there will be no valid transfer of your **domain name**, and no document or agreement attempting or claiming to transfer your **domain name** will have any effect.

11.5 If you are a **consumer**, you may have a right to cancel your **domain name** under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or similar laws amending or replacing it.

12. Exclusions and limitations of liability

12.1 Nothing in these conditions limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.

12.2 By registering the **domain name**, we are not acknowledging that you have any rights in any words within the **domain name**.

12.3 We will not be liable for:

12.3.1 any loss of profit, revenue or other type of economic loss (whether direct or indirect);

12.3.2 loss of business or contracts;

12.3.3 loss of expected savings or goodwill; or

12.3.4 any losses which a court categorises as 'consequential', or 'indirect' arising out of or in connection with your registration of a **domain name** with us, including but not limited to:

12.3.4.1 any mistake or missing information in the **register**; and

12.3.4.2 loss of registration or use, or both (for whatever reason and whether temporary or otherwise), of the **domain name**.

12.4 Implied terms are, to the fullest extent permitted by law, excluded from these conditions.

12.5 Our total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £5,000.

12.6 If you are a **consumer**, conditions 12.3, 12.4 and 12.5 do not apply to you. Your statutory rights are not affected - for information contact your local authority Trading Standards Department or your Citizens Advice Bureau.

12.7 Conditions 8, 10.3, 10.4, 12 and 13 will continue to apply after your **domain name** registration has ended for any reason.

13. General

13.1 If a court rules that any of these conditions is invalid, unenforceable or void, the remaining conditions will continue in full force and effect.

13.2 A person who is not a party to these conditions shall have no rights to enforce any of these conditions.

13.3 We reserve the right to make reasonable changes to these conditions (including the **DRS policy and rules**) at any time.

13.4 Except as set out in the **DRS policy**, any notice in relation to your **domain name** will be considered to have been served if hand-delivered, or sent by prepaid post or by email, to you or your **registrar** at any postal or email address on the appropriate **register** entry, and will apply from the date it was delivered, or if not delivered the date it was sent or posted.

13.5 Any notice to us may be hand-delivered or sent by prepaid post to our registered office, or sent by email to nominet@nominet.uk.

13.6 These conditions, together with the **rules** and **DRS policy**, are the basis for the entire agreement between you and us for the **domain name**, and replace all previous contracts, understandings and representations about this **domain name**, whether spoken or written.

13.7 No failure or delay by us to exercise any right or remedy provided for in these conditions shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.8 Except as provided below, your **domain name** registration, these conditions, and any dispute or claim arising out of or in connection with it shall be governed by and construed with in accordance with the law of England and Wales. The courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim arising. If you are a **consumer** in Scotland or Northern Ireland, we will accept your local law and courts.