

JAM internet – Terms and Conditions

This document (and the documents referred to in it) tells you information about us and the legal terms and conditions ("Terms") on which we supply any services ("Services") listed on our website ("our site") to you.

Please read these Terms carefully and make sure that you understand them, before ordering any Services from our site. Please note that by ordering any of our Services, you agree to be bound by these Terms and the other documents expressly referred to in it.

If you refuse to accept these Terms, you will not be able to order any Services from our site.

You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 6. Every time you wish to order Services, please check these Terms to ensure you understand the terms which will apply at that time.

1 Information about us

1.1 We operate the website jaminternet.uk. We are Jamie Marshall Ltd, a company registered in England and Wales under company number 07545339 and with our registered office at Honeybank House, Honeybanks, Wendover, HP22 6NA.

2 Use of our site

Your use of our Site is governed by our Website Terms of Use. Please take the time to read these, as they include important terms which apply to you. When using our site, you must also comply with the provisions of our Acceptable Use Policy.

3 How we use your personal information

We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

4 Our Contract with you

4.1 These Terms and any document expressly referred to in them constitute the entire agreement between you and us (the "Contract"). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

4.2 Where you are a consumer, you have legal rights in relation to Services that are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

5 How the Contract is formed between you and us

5.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

5.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.3.

5.3 We will confirm our acceptance to you by sending you an e-mail ("Order Confirmation"). The Contract between us will only be formed when we send you the Order Confirmation.

5.4 If we are unable to supply you with the Services ordered, for example because of an error in the price on our site as referred to in clause 10.4, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Services, we will refund you the full amount as soon as possible.

6 Our right to vary these terms

6.1 We may revise these Terms from time to time, including but not limited to the following circumstances:

6.1.1 changes in how we accept payment from you; and

6.1.2 changes in relevant laws and regulatory requirements.

6.2 Every time you order Services from us, the Terms in force at that time will apply to the Contract between you and us.

7 Providing Services

7.1 We will supply the Services to you from the date set out in the Order Confirmation until the completion date set out in the Order Confirmation. Where no completion date is specified, we will supply the Services until the Contract is terminated in accordance with the Terms.

7.2 Where the Order Confirmation sets out any milestones for the provision of Services, we will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 17 for our responsibilities when an Event Outside Our Control happens.

7.3 We will need certain information from you that is necessary for us to provide the Services, for example, name, address, contact details. We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause 7.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices we have already sent you.

7.4 You are responsible for obtaining:

7.4.1 suitable licences of third party software; and

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7.4.2 any third party cooperation and consents, which are required for the full use of the Services. We will not be liable for any delay or non-performance where you have not provided such licences and consents to us after we have asked.

7.5 We may have to suspend the Services if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. This does not affect your obligation to pay for any invoices we have already sent you.

7.6 Our distributed denial of service (“DDoS”) protection is a network wide solution that covers all of our infrastructure. It is capable of mitigating the majority of DDoS attacks, but if the attack is large enough then I.P. addresses, servers or websites may be black-holed or removed from the internet whilst the attack is in progress.

7.7 If you do not pay us for the Services by the due date for payment, as set out in clause 11, we may suspend the Services 7 days after the due date until you have paid us the outstanding amounts. We will contact you by email to tell you this. This does not affect our right to charge you interest under clause 11.3.

7.8 Implementation and Transition

7.8.1 We will make available the Services on or before the start date specified in the Order Confirmation.

7.9 Hosting services

7.9.1 Where the Services we provide to you include shared hosting, we will make available to you:

(a) hosting capacity on a shared server meeting the specification set out on the site which may vary from time to time;

(b) the ability to access, update or amend any websites, web applications, software, information, data, databases and other works and materials stored, transmitted, published or processed using the Services (the "Hosted Materials") by FTP or similar means.

7.9.2 You warrant that any material that you display on the respective sites do not and will not infringe any applicable laws, regulations or display material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights ("Inappropriate Content").

7.9.3 For the avoidance of doubt, we will have administration rights in relation to any shared server, and we may refuse any request to change the configuration of a shared server at our sole discretion.

7.10 Email services

7.10.1 Where the Services we provide to you include email transmission, storage and/or management services:

(a) we will provide POP3/IMAP/SMTP and webmail email services to you in accordance with the respective Services description.

(b) all shared hosting mailboxes will be protected by our anti-spam and anti-virus solution, StriKe.

(c) if you or a mailbox dedicated to you exceeds the relevant storage limit, we may delete stored emails to bring you or the mailbox dedicated to you within the storage limit.

7.11 Domain name registration

7.11.1 Where the Services we provide to you include domain name registration, we will attempt to register domain names that you order using the interface on our site but we do not warrant that we will be able to do so.

7.11.2 You warrant that:

(a) the information submitted for the purposes of a domain name registration is current, accurate and complete,

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(b) you have the legal right to apply for and use the domain name, and

(c) your use of the domain name will not infringe any person's Intellectual Property Rights or other legal rights; and

(d) you will keep the information required for the purposes of a domain name registration up-to-date (which changes may be subject to additional payments as set out on our site).

7.11.3 You acknowledge and accept that certain information submitted for the purposes of a domain name registration will be published on the internet via "WHOIS" services.

7.11.4 We may, in our sole discretion, reject any request to register a particular domain name.

7.11.5 We do not offer any advice in relation to any actual or potential domain name dispute, and will have no liability in respect of the suspension or loss of a domain name by you as a result of any domain name arbitration procedure or court proceedings.

7.11.6 Domain name registrations will be subject to periodic renewal fees and transfer fees as stated on our site from time to time. We have no responsibility for your use or retention of a domain name once registered, and it will be your responsibility to ensure that domain names are renewed and that applicable renewal charges are paid.

7.11.7 You acknowledge that domain names will be subject to the rules and policies from time to time of the relevant registry or registration authority, and you agree to abide by all such rules and policies.

7.11.8 You agree to the terms of the applicable domain name registration agreement (as amended from time to time): www.nominet.uk - for .uk domains and www.icann.org for .com, .net, .org, .info, .biz domains.

7.12 Support

7.12.1 The Company will use reasonable endeavours to respond to requests for support in relation to our support Services.

7.13 We may be limited in the Services we can offer by the rules and regulations set out by our suppliers. In particular this may limit or prevent us offering Services to customers in certain geographical areas. We have various suppliers who may apply such restrictions on us.

8 Intellectual Property Rights

8.1 For the purpose of this Contract, "Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for and renewals or extensions of such rights.

8.2 You retain all Intellectual Property Rights in the software and materials that you provide to us and you grant us a licence to such Intellectual Property Rights to the extent required for us to perform our obligations pursuant to this Contract.

8.3 All Intellectual Property Rights in any works arising in connection with the performance of the Services by us (the "Works") shall be our property, and we hereby grant to you a non-exclusive licence to such Intellectual Property Rights for the sole purpose of receiving the benefit of the Services.

9 If there is a problem with the Services

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9.1 In the unlikely event that there is any defect with the Services:

9.1.1 please contact us through the helpdesk or via email and tell us as soon as reasonably possible (including details of your name, the respective domain name and Services affected);

9.1.2 please give us a reasonable opportunity to repair or fix any defect; and

9.1.3 we will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 1 working day.

You will not have to pay for us to repair or fix a defect with the Services under this clause 9.1.

9.2 If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10 Price of Services

10.1 The prices for the Services will be as quoted on our site from time to time.

10.2 Prices for our Services may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

10.3 The price of the Services exclude VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

10.4 Our site contains a number of Services. It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If we discover an error in the price of the Services you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Services to you at the incorrect (lower) price.

10.5 Payments in respect of domain name registrations and domain name renewals (as more particularly set out at clause 7.12) are non-refundable.

11 How to pay

11.1 You can only pay for the Services using a debit or credit card or PayPal. We accept the following cards: Visa and MasterCard.

11.2 Payment for the Services is in advance and may be made (i) monthly, (ii) quarterly or (iii) annually, as specified in the Order Confirmation. We will not charge your debit card or credit card until we send you an Order Confirmation.

11.3 If you fail to make any payment due to us under this Contract by the due date (plus 7 days) then, without limiting our remedies under clause 11, you shall pay a fixed late fee on the overdue amount at whichever is the greater of 3% or £5. You shall pay the penalty charge interest together with the overdue amount.

11.4 Adding your card to file authorises us to auto bill you on your due date. You can manage this via your client area.

11.5 We use Stripe to process card payments. When you use our card payment system you confirm that you are permitting us to initiate a payment or series of payments on your behalf. You confirm that we may either take payments as a one-off or on a recurring basis as indicated on our payment page. You confirm that the payment amount will be determined by reference to our charges at the time as described on your invoice.

12 Termination

12.1 Either party (the "Non-defaulting Party") shall be able to terminate this Contract immediately in the event that the other:

12.1.1 commits a material breach of any of its obligations under this Contract and has not remedied such breach (if capable of remedy) within 30 days of request from the Non-defaulting Party for remedy by serving written notice; or

12.1.2 is subject to any winding up order or resolution, has any provisional liquidator appointed to it, has a receiver appointed or is the subject of an application made to court for an administration order or if a notice of intention to appoint an administrator is filed or an administration order made in respect of it, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, enters into any arrangement for the benefit of or other compounds with its creditors generally or ceases or threatens to cease carrying on its business, or (being an individual) is the subject of a bankruptcy petition or order, or any equivalent processes in any jurisdiction.

12.2 Without prejudice to any rights that have accrued under a Contract or any of its rights or remedies, either party may terminate a Contract on giving not less than 30 days written notice to the other party. Notwithstanding the foregoing, if you have agreed and paid for Services on an annual payment basis, we shall not be obliged to refund any pro rated payments if you cancel during the annual term.

12.3 In accordance with our Hosting Acceptable Use Policy, an account may be terminated by us unilaterally, without notice and at our discretion if we consider an account holder to be in breach of the stated prohibited uses.

12.4 An account may be terminated with immediate effect if abusive behaviour is directed at our staff.

13 Consequences of Termination

13.1 Other than as set out in these Terms, neither party shall have any further obligation to the other under a Contract after its termination.

13.2 Any provision of these Terms which expressly or by implication is intended to come into or continue in force on or after termination of a Contract shall remain in full force and effect.

13.3 Termination of a Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

13.4 If a Contract is terminated pursuant to clause 12.2 or by you pursuant to clause 12.1:

13.4.1 we will promptly provide to you an electronic copy of the Hosted Materials; and

13.4.2 we will provide such assistance as is reasonably requested by you to transfer the hosting of the Hosted Materials to you or another service provider, subject to payment of our reasonable expenses.

14 Our liability if you are a business

This clause 14 only applies if you are a business customer.

14.1 Nothing in these Terms limit or exclude our liability for:

14.1.1 death or personal injury caused by our negligence;

14.1.2 fraud or fraudulent misrepresentation; or

14.1.3 any other area where it would be unlawful or invalid to seek to exclude liability.

14.2 Subject to clause 14.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

14.2.1 any loss of profits, sales, business, or revenue;

14.2.2 loss or corruption of data, information or software;

14.2.3 loss of business opportunity;

14.2.4 loss of anticipated savings;

14.2.5 loss of goodwill; or

14.2.6 any indirect or consequential loss.

14.3 Subject to clause 14.1 and clause 14.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services for the remainder of the duration of the Contract between us.

14.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

15 Our liability if you are a consumer

This clause 15 only applies if you are a consumer.

15.1 Nothing in these Terms limit or exclude our liability for:

15.1.1 death or personal injury caused by our negligence;

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 any other area where it would be unlawful or invalid to seek to exclude liability.

15.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but subject to clause 15.1 above, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

15.3 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes, and subject to clause 15.1 above, we have no liability to you for any

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15.3.1 loss of profits, sales, business, or revenue;

15.3.2 loss or corruption of data, information or software;

15.3.3 loss of business opportunity;

15.3.4 loss of anticipated savings; or

15.3.5 loss of goodwill.

15.4 Subject to the foregoing, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services.

16 Indemnity

16.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

16.1.1 any breach by you of the warranties contained in clause 7; and

16.1.2 any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the our use of software and/or other materials provided by you.

17 Events outside our control

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

17.3.1 we will contact you as soon as reasonably possible to notify you; and

17.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

18 Communications between us

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by email at hello@jaminternet.uk. We will confirm receipt of this by contacting you in writing by e-mail.

18.3 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your order.

18.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent or 24 hours after posting on our website. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19 Data Protection

Please read our Privacy Policy for further information.

20 Other important terms

20.1 This Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between you and us, whether written or oral, relating to its subject matter.

20.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Contract. Neither you nor we shall have any claim for innocent or negligent misrepresentation based upon any statement in this Contract.

20.3 You may not assign or transfer any of your rights or obligations under this Contract, in whole or in part, without our prior written consent.

20.4 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

20.5 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

20.6 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.7 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20.8 These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

20.9 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).