

## A very important note about the hosting of your website.

**Payment of your hosting invoice will be taken as confirmation that you have read and accepted the details and terms of this document.**

### What your hosting fee includes

The annual hosting fee that we, Creative Clinic, charge is to provide space on our shared server for your website to sit. All websites need to be hosted on an external web server, a place to which your URL (web domain) can be pointed so that people can visit. You cannot have a site that people access if it is not hosted somewhere online.

We provide this service more as a courtesy to our clients than anything else, as it is simply easier all round for everyone if we host various sites in a few different places, within a framework that we are familiar with. As such we charge a very modest and competitive fee of less than £23 + VAT per website per month, as an annual charge of £275 + VAT (£330 in total) per site. Hosting runs from January to December each year (so some hosting may be charged on a pro-rata basis until the end of the current year).

The fees stated above are for web hosting on a shared server (i.e. other websites are hosted in the same place). A private dedicated server that is exclusive to you would incur significantly higher charges and can be quoted for if required.

We are not the owners or managers of the web server hardware or software and we use trusted third-party web hosting companies based in the UK to run the servers for us, for which we in turn pay ongoing fees. However no website hosting company will guarantee 100% up-time and therefore we are unable to provide any such guarantee to our clients either, nor that we will be able to provide technical support outside of our standard working hours (9am - 6pm, Monday to Friday). There may well be exceptional times when, for reasons outside of our control, your website may not be widely accessible, but we will do whatever we can to alert the hosting company and aim to get you back online as quickly as possible.

Equally, due to the ever changing nature of the internet and despite having security features in place, we offer no guarantee against your website being hacked or of potential viruses or malware being installed on your site or the server. We therefore recommend that you ensure you have addressed this in your own website terms and conditions and have adequate insurance and indemnity cover in place.



As part of the hosting fee that we charge, backups are taken regularly, just in case your website ever needs to be restored to a previous version for some reason. Additional fees are chargeable to retrieve and reinstall a backup.

**The hosting fee charged does not include access to FTP, provision of any email services nor any website maintenance or updates to the site that is being hosted whatsoever.** If required, and this is certainly recommended, we are able to provide a support and maintenance service level agreement at an additional charge. For further information on the options available, please visit [www.thecreativeclinic.com/website-service-level-agreement](http://www.thecreativeclinic.com/website-service-level-agreement)

### Indemnities

By agreeing to have Creative Clinic arrange your hosting, you also agree to absolve Creative Clinic, its directors, its employees and its third-party suppliers of all liability and responsibility for any data loss, loss of business, business interruption or damage caused to you, your business/organisation, your reputation or to users of your website, as a result of providing this service – including as a consequence of your website being offline, not functioning correctly, requiring updates, being 'hacked' or being in any way compromised.

### Termination

If any invoices for web hosting that we raise go unpaid beyond 14 days of the due date, we reserve the right to immediately terminate the hosting arrangement, which will result in your website being taken offline. If this happens and you then decide you wish to have the website reinstated or the files and database supplied to you, a charge of £350 + VAT (in addition to all overdue hosting fees) would be payable to cover the administration and set-up fees incurred.

If you decide that you no longer wish us to host your website, please notify us in writing within 7 days of the date of the latest invoice. You will still have to pay for all months or part-used months during which your site has been hosted at an equivalent fee of £23 + VAT per month, plus payment of a further month at £23 + VAT in lieu of notice.

You will then have a maximum of 30 days from the date of the last invoice to ensure that your website is operational and accessible with your new provider (if relevant), after which time the present hosting package will be terminated and your website will no longer be available at its current location. The backup files will also be deleted.

If you require us to package up and supply the website and database to you to host elsewhere or for your records, this can be arranged at a fee of £200 + VAT for a WordPress website and £250 for all other platforms. All fees due will need to be received in full before we can hand over any files. We are unable to provide FTP access for security reasons.