

# PART F - BRIARS HOSTING SERVICES

## 1. CONTRACT TERMS

- 1.1. These are the additional terms on which we agree either to host your website on our servers or where we agree to host your server at our premises ("the Hosting Service") as more particularly described in clause 3 below and identified in the Customer Registration Agreement. These terms and conditions ("Terms and Conditions") form an integral part of the agreement between us and accompany the General Terms and Conditions. In the event of conflict the terms of this Part F shall prevail.

## 2. APPLICATION

- 2.1. Acceptance by you of delivery of the services shall (without prejudice to condition 2 of the General Terms and Conditions or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
- 2.2. A variation of these Conditions is valid only if it is in writing and signed by a director or our authorised representative.

## 3. SERVICE

- 3.1. We agree to provide the Hosting Service as more fully described below.
- 3.2. We agree to give you or your duly authorised agents access to your web site for any reasonable purpose at any reasonable time provided that you or your agents agree to abide by our regulations regarding security and confidentiality.
- 3.3. Without prejudice to any rights we may have under the General Terms of Business, we reserve the right to shut down your website if we at any time have reasonable grounds for believing that it is being used for any unlawful or unlicensed purpose or has any unlawful or unlicensed content. You agree to indemnify us against all claims and liabilities that may result from any such unlawful or unlicensed use.
- 3.4. We provide automatic daily back-up of all web sites on our servers, and full restoration in the event of server failure. We are not responsible for any loss of service or data between backup periods. Upon Termination of the Hosting Service for any reason, we will forthwith provide to you or to your agents upon your written request a full copy of such daily back-up and such other information (in electronic form), as may enable you or your agents to transfer the content of your web site to the servers operated by you or your agents as you may direct, and we will, without charge save for out-of-pocket expenses, give such assistance in a timely manner to such transfer as you may reasonably require.
- 3.5. You warrant and represent to us that you are fully compliant with and shall continue to be fully compliant with, all of the provisions of the Data Protection Acts 1984 and 1998, insofar as they apply to you, and that the provision by us of the Web Hosting Service and in particular the hosting of your data shall not be in breach of such legislation or infringe any third party rights.
- 3.6. When a website is found to be monopolising the server or network resources available we reserve the right to suspend the service immediately. In this case you may be offered an option whereby we continue to host the website for an additional fee.

## 4. TERMINATION AND CANCELLATION

- 4.1. Both parties' rights of termination and cancellation shall be as set out in the General Terms and Conditions.

## 5. GENERAL

- 5.1. All general terms pertaining to this Part F are set out in the General Terms and Conditions.
- 5.2. All other provisions of the General Terms and Conditions, except to the extent that such terms are overridden by these Conditions, shall apply.

## 6. SERVICE LEVELS AND REFUNDS

- 6.1. If in any calendar month the availability of the Hosting Service (other than for reasons of Force Majeure or third party faults) is calculated by us to fall below 99.5% and this results in a 'Critical' call to us you may be entitled to a credit of one twelfth of the annual charges invoiced to you.

## 7. SUPPORT SERVICES

### 7.1. Hours of Operation

Support services are available through our Technical Helpdesk, which is operational Monday to Friday from 9am to 5pm. Out of hours support may be available in respect of Critical incidents only. If we subsequently find that an out of hours call is not critical, you will be charged for the services provided at our prevailing rates then in force.

### 7.2. Technical Support Procedures

Upon reporting the incident to the Helpdesk (via the telephone or email or Briars web site), the incident will be assigned a unique support ID number which should be quoted in future correspondence

In the event our Support service is not able to help you immediately, your request for service will be logged and we will endeavour to respond to you as defined by the severities below

Severity	Description	Service Level Response
1 – Critical	Total Service is unavailable	1 Working Hour
2 – Major	Partial Service, an element of the total service has failed	2 Working Hours
3 – Minor	Impaired service, no element has totally failed but there is a quality issue with one or more element	4 Working Hours
4 – Request	The service is unaffected. Customer request for product related technical advice	1 Business Day

These tables reflect the initial response times within which an engineer will endeavour to respond to you. Incident resolution may require multiple communications and off-line research before being brought to fruition.