

Terms

Introduction

We hope that we've created the right environment for us to work successfully together and our reputation should precede us. However, we also know it's good to write things down so we have a common agreement we're working under. As we work with a very reputable and down-to-earth hosting company, we have linked our commitments to theirs, so that we can help you as best as possible within the framework we have.

Service Level Agreement

We endeavour to keep every website we host accessible. However attacks on our servers and sites or other unforeseen or unplanned for circumstances can affect this. We work within the framework provided by our provider to resolve these issues as quickly as possible. (You can see this framework [here](#)).

In no case will we guarantee a remedy for a single failure to meet this service-level agreement that exceeds a refund of 1/12th of a fee paid for annual hosting. We also cannot accept responsibility for consequential damages. Technical support is provided on a first-come, first-served "best effort" basis.

Acceptable Usage Policy

We want our customers to make the very most of their websites. Hence we've provided you with a platform to create as much content as you like - but like everything we need to make sure this is done reasonably. Here's the policy:-

1. The customer may not use, or permit use of any service for any purpose which contravenes any applicable local, national or international law or regulation.
2. The customer may not use, or permit use of any service for network abuse: the bulk sending of any kind of unsolicited network traffic, including but not limited to email, ICQ/AIM/MSN messages or newsgroup postings.
3. The customer may not use any service for the hosting or promotion of any software or services designed for network abuse.
4. The customer is entirely responsible for any activity conducted on any service, and must take steps to ensure that anyone to whom access is granted will not breach this Acceptable Usage Policy in turn.
5. The customer agrees by subscribing to a service, that the customer will fully indemnify us against any claims for loss or damage by any third party in respect of activities conducted on any service under the customer's control.

6. The customer acknowledges that their use of their website affects some other users, and must agree to terminate, at Olamalu's request, any activities which we deem to be degrading to the service that Olamalu provides its other customers.

Privacy and data protection

The data on your website is your responsibility, which includes responsibility for data protection and privacy. You are the data controller of all personal data on your website.

Content copyright and font licensing

The content on your website is your responsibility, which includes responsibility for ensuring that you have the legal right to use any written content or images and responsibility for ensuring that you have the appropriate license for all fonts that are used on your website.

Programming support and upgrades

Any programming we do is done on the latest minor version of the relevant platforms we work with. Once this goes live it is possible that subsequent upgrades stop our code working as expected. We may come back to you to share in or bear the cost of additional programming to keep this functionality current and secure.

Code and licensing

In general we use open source components, but as websites can contain complex or specific functionality we will need to write our own code. This code resides on our servers and supports your website. Should you decide to move your website elsewhere we will give you a royalty free license to use this code on the same website as long as you're fully paid up with us including annual hosting fees.

Moving your website

If you decide to move your website off our servers, you're free to do so (as long as you're fully paid up with us). We may charge you at our going rate of £60+vat per hour for any time it takes to provide you with the data to move your site.

Extra work on your website

Websites require time and attention. We provide security support as part of our hosting and at our discretion other help. This is part of our relationship and we help where we can. If we determine that this work will take any longer 20 minutes, we will tell you and charge you for the time taken at our going rate of £60+vat per hour. Where you have a support agreement with us or prepaid service time we will deduct this work from that time.

Designing and developing sites

Websites on content management systems can be complex as are the technologies surrounding them (browsers, server software etc.). We do our best to make sure your website works acceptably and looks nice on the major current browsers. As browsers are updated regularly, this checking is done on the current major version of the browser at the time. Once we've put the site available for you to look at we will invoice you and the hosting service starts then. We can't guarantee the website will work on all environments or devices.

Our charges for developing sites are based on an estimated time of how long they will take, which includes a certain amount of time for adjusting the site functionality and any of our coding to adapt the site to your needs. If these needs go beyond our estimated time then we will tell you. Further development time will incur an extra charge at our standard rates or as agreed.

Sites that we develop are built to be search engine friendly, but we do not offer search engine optimisation services.

Non payment

We hope we never have to pursue any of our clients for late payment. In the unlikely event that we have to do so, we reserve the right to pass all overdue accounts to a third party collection agency. Their charges currently stand at 20% of the total invoice value. If a limited company is unwilling or unable to pay its debts, the directors of the company can be held personally liable. We will work hard to talk to you and resolve the issue, but we do reserve the right to take your site off our servers if you do not pay.

Termination of hosting

We reserve the right to stop hosting your website for any reason with a notice period of 30 days. As long as you are paid up with us, we will provide you with all your website files so that you can move your hosting elsewhere. Any additional work that is required on our part will be charged at our standard hourly rate of £60+vat per hour. There will be no part refund on hosting.