



UK1 Cloud

General Terms & Conditions

1. Definitions

1.1. In this document, the terms in bold shall have the following meanings:

- 1.1.1 “**Acceptable Usage Policy**” or “**AUP**” shall mean the separate document published by UK1 Cloud defining the uses of the Service that UK1 Cloud defines as fair and unfair usage, a copy of which can be found at www.uk1cloud.com/AUP.pdf
- 1.1.2 “**Conditions**” means these terms and conditions;
- 1.1.3 “**Activation**” occurs when the relevant Service is available for use by the Customer;
- 1.1.4 “**Agreement**” means these terms and conditions together with the Order, AUP and SLA;
- 1.1.5 “**UK1 Cloud**” shall mean Retail Corp Ltd T/A UK1 Cloud, a company incorporated in England and Wales whose registered office is at 4 Poole Road, Hornchurch, Essex RM11 3AS;
- 1.1.6 “**Customer**” shall mean any Customer of UK1 Cloud in respect of the Service;
- 1.1.7 “**Initial Period**” shall mean the initial billing period as stated on the Customer’s Order;
- 1.1.8 “**Minimum Term**” shall mean the minimum period that the Customer must pay for the relevant Service as specified on the Order. Where not specified the Minimum Period shall be 12 months;
- 1.1.9 “**Notice**” shall mean the period of written notice required to cancel the relevant Service as specified on the Order. Where not specified the Notice shall be 1 month. Notice must not be considered as received by UK1 Cloud unless the Customer has received acknowledgement by post or email;
- 1.1.10 “**Order**” shall mean any request by the Customer to provide Service regardless of whether the request is submitted via UK1 Cloud’ online ordering portal, via fax, post or email. Orders are not accepted via the telephone;
- 1.1.11 “**Quarter**” shall mean a period of three months;
- 1.1.12 “**Quotation**” shall mean a written summary of Services and pricing valid for 30 days provided to the Customer for the purposes of submitting an Order to UK1 Cloud;
- 1.1.13 “**Recurring Charges**” means those amounts payable by the Customer to UK1 Cloud on a recurring basis for the Service as set out in the Order;
- 1.1.14 “**Service**” shall mean the products or services offered by UK1 Cloud and specified in the relevant Order;
- 1.1.15 “**Service Level Agreement**” or “**SLA**” shall mean the document of either of those names relating to the Service to which these Terms and Conditions relate;



1.1.16 **“Service Provider”** shall mean a third-party service provider to whom UK1 Cloud has partly or fully subcontracted the service to;

1.1.17 **“Website”** shall mean the website at <http://www.uk1cloud.com>;

1.1.18 **“Working Day”** shall mean any day falling on or between Monday to Friday, but excluding all English public and bank holidays;

1.1.19 **“Parties”** means the Customer and UK1 Cloud.

2. Acceptance of Agreement

2.1 UK1 Cloud reserves the right not to accept an Order at its discretion.

2.2 Services are provided in accordance with each Order.

2.3 Orders will only be accepted if submitted via the UK1 Cloud Website or in writing in relation to a specific Quotation supplied to the Customer by UK1 Cloud.

2.4 Orders must not be considered as received or accepted by UK1 Cloud unless the Customer has received acknowledgement in writing from UK1 Cloud.

2.5 The Customer acknowledges that the Conditions prevail over any of the Customer's own standard terms and conditions whether set out on the Customer's own standard order form or otherwise.

3. Service Activation

3.1 UK1 Cloud shall provide the Services to the Customer having regard to the provisions of the SLA.

3.2 UK1 Cloud will send an Order confirmation in writing to the Customer once the Order has been accepted.

3.3 If the Customer chooses to cancel the Order after confirmation but before the Service has been committed to be activated on a specific date UK1 Cloud will take reasonable steps to avoid the Customer incurring costs for such Activation.

3.4 UK1 Cloud will advise the Customer in writing once a date has been set for the Activation of the Service. This email will normally be sent within 48 hours of the Order being accepted by UK1 Cloud although may be delayed by provisioning issues outside of UK1 Cloud's control and for which UK1 Cloud cannot not be held liable.

3.5 If the Customer chooses to cancel the Order after it has committed but before activation the Customer agrees to pay the full activation charges as well as the service rental for Minimum Term. This is irrespective of whether the Customer uses the Service.

3.6 If the Service cannot be activated UK1 Cloud will notify the Customer as soon as possible and the order will be cancelled. UK1 Cloud may propose an alternative Service (where available).



- 3.7 If UK1 Cloud is unable to activate the Service according to the Customer's Order due to the Customer's act or omission, or due to incorrect information being provided by the Customer, UK1 Cloud reserves the right to charge the Customer the Activation fee and Service Rental fee for the Minimum Term.
- 3.8 If the Customer wishes the Service to be activated on a specific date this must be notified to UK1 Cloud in writing at the time of order. It is not always possible to arrange or delay activation to a specific date. UK1 Cloud will use best efforts but cannot guarantee to arrange activation for a specific date but cannot be held liable if this is not possible.
- 3.9 If the Customer is migrating an existing service from another provider UK1 Cloud cannot be held responsible if the previous service provider ceases service before UK1 Cloud has activated its Service.
- 3.10 The Customer agrees to procure the agreement and understanding of the Customer's own customers where the Services are to be sold to third parties and procure in writing the agreement of such customers that they agree to terms and conditions no less onerous than those contained in the Conditions.
- 3.11 The Customer agrees not to oversell the Services (or any part thereof) under the Agreement to any third party.
- 3.12 UK1 Cloud does not warrant that UK1 Cloud's technology or the Services will be compatible with any equipment, software or other technology not furnished by UK1 Cloud.

4. Service Provision

- 4.1 UK1 Cloud may subcontract the provision of all or any part of the Services to third parties.
- 4.2 It is technically impracticable for UK1 Cloud to provide a 100% fault-free Service and UK1 Cloud does not warrant or undertake to do so. All remedies available to the Customer in case of failure for of the Service, howsoever caused, are set out in the Service Level Agreement.

5. Commencement and Term

- 5.1 Following Activation, the Service shall continue to be invoiced for a period equal to the Minimum Term. If the Customer cancels this Service during the Minimum Term they will be charged for the remainder of the Minimum Term.
- 5.2 The Agreement shall remain in force for a minimum period of 12 months from acceptance of the Customer's application being the date on which the Order Form was signed by the Customer unless otherwise agreed with UK1 Cloud and as so stated on the Order Form.
- 5.3 Unless otherwise stated in writing, cancellation requires one calendar month's prior written notice. In the case that the Customer stipulates an earlier date for cancellation, they will still be liable for charges for the Service up to the end of the Notice Period and Minimum Period, whichever is longer.
- 5.4 Termination notification by the Customer must be made via the web-based control panel using the Customer logins.
- 5.5 Any notification of termination by the Customer must be authorised by the contact on the Order, or another staff member with suitable authority, and must specify the order reference number of the Service to be terminated.



- 5.6 Termination notification by UK1 Cloud to the Customer will be made in writing to the Customer.
- 5.7 The Customer must not assume that UK1 Cloud has received notice of Termination unless UK1 Cloud has confirmed this in writing.
- 5.8 Where applicable, if the client wishes to migrate the Service to another provider, they can request a Migration Authorisation Code (“MAC”) which UK1 Cloud will provide within 7 working days. The request of a MAC does not constitute notice of Termination. UK1 Cloud will apply the Notice Period on the Service for billing purposes from the date it receives notice to terminate the Service. It is the Customer’s responsibility to provide such notice even after migration of the Service to another provider.
- 5.9 Domain name hosting and transfer requests for domain name server records must be submitted in writing with the authorised signature of the domain name owner and whilst there is no charge for the transfer a small charge may nevertheless be made to cover UK1 Cloud’s administration costs. Domain name transfers will not be made until all outstanding amounts have been paid by the Customer such that until this happens domain names remain the property of UK1 Cloud.
- 5.10 Termination of the Agreement shall not affect any pre-existing liability of the Customer or affect any right of UK1 Cloud to recover damages or pursue any other remedy in respect of any breach of the Agreement by the Customer.
- 5.11 On termination of the Agreement the right to the use of the Internet Protocol Address allocated by UK1 Cloud shall revert to UK1 Cloud.
- 5.12 In the event of termination of the Agreement by UK1 Cloud due to breach of the Conditions by the Customer, UK1 Cloud shall be entitled to the balance of all payments which would but for such termination have accrued up to the earliest date upon which the Agreement could have been terminated by the Customer in accordance with the Conditions.
- 5.13 UK1 Cloud shall not be required to release any domain name and may refuse to do so until the Agreement has been validly terminated and the Customer has complied with all of its obligations including (but not limited to) the payment of all sums due to UK1 Cloud. Domain names remain the property of UK1 Cloud until all sums due have been received.

6. Third-Party Software & Hardware

6.1 In some cases, the Service Provider may offer hardware for use with certain Services. Such equipment will be stated in the Service Schedule or on the Order. For such leased equipment, the following terms shall apply:

6.1.1 The leased hardware shall at all times remain the property of the Service Provider and the Customer shall ensure that the hardware is used with the Service in accordance with the published instructions and any safety and security procedures notified.

6.1.2 The leased hardware must be returned to the Service Provider within 21 days of the end of the Service Agreement with its original packaging and in good condition allowing for reasonable wear and tear. Failure to return the leased equipment to the Service Provider shall result in a non-return fee being charged. Return of the equipment in poor condition may result in a charge depending on the condition of the equipment and packaging at the Service Providers sole discretion.

6.1.3 The Customer shall bear the costs for returning the leased hardware to the Service Provider when the Service is terminated for any reason.



6.1.4 The Service Provider reserves the right to supply any compatible equipment with the same features as the equipment being replaced. The Service Provider further reserves the right to supply new or used refurbished equipment as replacement for faulty equipment at its sole discretion.

6.1.5 The Customer agrees to maintain, at the Customer's expense, comprehensive general liability insurance with a reputable insurance company for the full replacement cost of any equipment leased from the Service Provider throughout the term of the Agreement.

- 6.2 The configuration and maintenance of any equipment otherwise purchased or rented for use with the Service is the responsibility of the Customer. Where the equipment is not covered by a separate support agreement with UK1 Cloud, UK1 Cloud reserves the right to charge at its standard hourly rates for support.
- 6.3 To the extent that third party software is supplied by UK1 Cloud, the Customer may procure support services in accordance with the details set out in the Order Form but UK1 Cloud's offer to provide these support services is contingent upon UK1 Cloud's ability to obtain such support from the appropriate third party software supplier as a result of which UK1 Cloud cannot and does not warrant that such third party software is or will be supported by UK1 Cloud because such matters lie outside the control of UK1 Cloud.

7. Right to change login details

UK1 Cloud shall have the right at any time to change the Username, Internet Protocol Address and/or Password allocated by UK1 Cloud to the Customer for the purpose of essential network maintenance, enhancement modernisation or other work deemed necessary for the effective operation of UK1 Cloud's Network.

8. Service Suspension and Alteration

- 8.1 The Services may be suspended by UK1 Cloud 5 days after a notification of suspension has been issued by email and without prejudice to UK1 Cloud's rights of termination under Clause 10 in the event of the Customer:
- 8.1.1 failing to make any payment to UK1 Cloud on the relevant due date for payment;
 - 8.1.2 doing or allowing anything to be done which contravenes the AUP;
 - 8.1.3 exceeding its credit limit without the prior written approval of UK1 Cloud; or
 - 8.1.4 being in otherwise breach of the Conditions.
- 8.2 Suspension shall not affect the liability of the Customer to pay charges and other amounts to UK1 Cloud.
- 8.3 UK1 Cloud reserves the right to suspend the Services if the Customer has not paid the required deposit before a stipulated event or exceeds four times the committed amount during the month for any of the Services or as otherwise provided in the Agreement.
- 8.4 Where UK1 Cloud has reasonable grounds to suspect that the Customer will not be able to pay its unpaid invoices, UK1 Cloud may suspend Services before such invoices have reached their due date. In such circumstances, UK1 Cloud must give the Customer 48 hour's written notice of such suspension.
- 8.5 Suspension of the Service under Clauses 8.1– 8.4 above shall cause UK1 Cloud's service level obligations to be excluded for the period of the suspension. Such suspension of the Service shall continue for as long as any of the circumstances in Clauses 8.1– 8.4 above continue.



- 8.6 UK1 Cloud shall be entitled to terminate or modify the Service, without any liability whatsoever, if any license or authorisation which UK1 Cloud requires in order to provide the Service is not obtained, withdrawn or otherwise cancelled; in the event of a modification that is detrimental to the Service the Customer shall have the right to terminate this Agreement by giving Notice in writing.
- 8.7 Where applicable, UK1 Cloud will provide the Service at the premises specified in the Customer's Order. If the Customer wishes to move the Service to new premises, unless otherwise stated in writing by UK1 Cloud, this will be treated as a cease of Service at the old premises with applicable notice and new provide at the new premises with applicable activation fees.

9. Charges and Credit Terms

- 9.1 All charges for the Services, as detailed in the Order Form, shall be paid by the Customer to UK1 Cloud monthly in advance unless otherwise stipulated on the Order Form.
- 9.2 UK1 Cloud accepts payment by debit card or selected credit cards which must be setup on your account when the Order is placed. UK1 Cloud do not directly hold these details, they are held by merchant provider 'Stripe'. Failure to have an active debit/credit card on the account may result in Service disruptions.
- 9.3 Prices stated or quoted by UK1 Cloud do not include VAT unless explicitly stated in writing.
- 9.4 On or after the date that UK1 Cloud activates the Customer's Service, UK1 Cloud shall invoice the Customer for the Activation Charges and the Initial Period. The Customer agrees that thereafter,
- 9.4.2 all amounts due under this Agreement to be paid by the Customer to UK1 Cloud shall be paid in full (without deduction or withholding except as required by law) and the Customer shall not be entitled to assert any credit, set-off or counterclaim against UK1 Cloud in order to justify withholding payment of any such amount in whole or in part;
- 9.4.3 the initial payment shall be made in advance of the Service activation;
- 9.4.4 Services invoiced monthly can only be paid via recurring card payment which has to be setup at or prior to the time of order;
- 9.4.5 Recurring card payments will be taken for the activation costs as well as ongoing monthly rentals as laid out in the Order;
- 9.4.6 if UK1 Cloud cannot collect a card payment, because the Customer has cancelled the card, the card has expired or there are insufficient funds in the Customer's account, a processing fee of £30+VAT will be applied to the outstanding balance;
- 9.4.7 UK1 Cloud reserves the right to immediately suspend all Services on the Customer's account should the Customer's card payment fail for any reason outside UK1 Cloud's control. Re-activation may incur a further charge;
- 9.4.8 Unless otherwise stated in writing, payment of invoices shall be made within 7 days of receipt;
- 9.5 Where the Customer disputes any amount due under an invoice the Customer shall notify UK1 Cloud in writing within 7 working days of receiving the invoice. The parties hereby agree to act in good faith and use reasonable endeavours to resolve the disputed sum within 14 days of notification of the dispute by the Customer. UK1 Cloud reserves the right to suspend the Service if the dispute is not resolved within the 14 day time period. Notwithstanding any other provision of this Agreement, UK1 Cloud shall have no liability to the Customer for any loss or damages the Customer suffers as a consequence of such suspension.



- 9.6 UK1 Cloud may, at their own discretion, charge interest on any overdue amounts payable from the due date (whether before or after judgment) at the rate of 5 percent per annum above the Sterling base rate of Barclays Bank PLC.
- 9.7 Any and all prices given as a Quotation are subject to change in accordance with standard terms and conditions. All Quotations are based on information supplied to UK1 Cloud by the Customer. In delivering the Service additional and supplemental work may be required and the Customer agrees to pay such additional amounts subject to their prior approval.
- 9.8 UK1 Cloud reserves the right to vary all charges to the Customer with one month's notice but any such variation shall only take effect on the contract renewal date or the anniversary of the contract commencement date (whichever is the earlier).
- 9.9 Itemised details of excess usage of bandwidth and any other relevant charges may only be made available to the Customer if ordered in advance but UK1 Cloud in any event reserves the right to make additional charges for the provision of these details.
- 9.10 UK1 Cloud reserves the right to change payment terms and require deposits if the Customer is more than 30 days late in making payments during the term of the Agreement in addition to or in lieu of any other remedies set out in the Conditions or otherwise available at law or in equity
- 9.11 UK1 Cloud reserves the right to charge for debt collection, following failure to pay by the Customer.

10. Termination

- 10.1 UK1 Cloud may terminate the Service by notice, such notice to take effect forthwith if:
- 10.1.1 the Customer has not paid following suspension under clause 8.1; or
 - 10.1.2 the Customer has committed a material breach of this Agreement; or
 - 10.1.3 the Customer fails to pay its debts when they become due; or
 - 10.1.4 any meeting is convened for the purpose of considering a resolution, or any petition is presented or any other steps taken, for the purpose of making an administration order against the Customer, or for the Customer's winding-up or dissolution, or any similar action or steps are taken in relation to the Customer and such action or steps are not withdrawn within 30 days; or
 - 10.1.5 any administrator, administrative or other receiver or trustee or similar officer is appointed over the Customer or any steps are taken to do the same to the Customer.
- 10.2 The termination or expiry of the Service shall be without prejudice to the rights and liabilities of either of UK1 Cloud or the Customer under these Terms and Conditions accruing up to such date.

11. Intellectual Property

- 11.1 UK1 Cloud grants to the Customer a limited, non-exclusive licence to use the Services as set out in the Order Form throughout the term of the Agreement or until the Agreement is terminated (whichever date is earlier) and subject to the restrictions set forth in the Agreement which said licence does not entitle the Customer to any updates, modifications or new releases to the deliverables or software.



- 11.2 UK1 Cloud reserves any and all of UK1 Cloud's copyright, trademarks, trade names, patents and all other intellectual property rights created, developed, subsisting or used in connection with any deliverables, software, the Services or the Specification which are the sole property of UK1 Cloud.
- 11.3 The Customer shall not transfer UK1 Cloud's licence nor sublicense the deliverables or the software except where permitted to do so by the terms of the Agreement and in particular the Customer shall not (and shall not allow any third party to):
- 11.3.1 remove any product identification, copyright, trademark or other notices;
 - 11.3.2 sell, pledge, lease, lend, distribute over the Internet;
 - 11.3.3 load or use portions of the software (whether or not modified or incorporated into or with other software) on or with any machine or system that is not physically kept at the facilities of the Customer or within third party facilities contracted by the Customer.
- 11.4 The Customer shall not disassemble, decompile or otherwise reverse engineer the Services provided under the Agreement.

12. Confidentiality

- 12.1 Each party undertakes to the other that it shall keep (and shall procure that its directors and employees shall keep) secret and confidential and shall not use or disclose to any other person any information or material of a technical or business nature relating in any manner to the business, products or services of the other party which the receiving party may receive or obtain in connection with or incidental to the performance of the Agreement but subject to the remaining provisions of this Clause 12.
- 12.2 Notwithstanding Clause 12.1, the receiving party shall not be prevented from using any general knowledge, experience and skills not treated by the disclosing party as confidential or which do not properly belong to the disclosing party and which the receiving party may have acquired or developed at any time during the term of the Agreement.
- 12.3 Notwithstanding Clause 12.1, the receiving party shall not be prevented from using the information or material referred to in Clause 12.1 above to the extent such information or material comes into the public domain otherwise than through the default or negligence of the receiving party.
- 12.4 Notwithstanding Clause 12.1, either party shall have the right to communicate any information concerning the other party to any Government department, regulatory body or any other form of enforcement authority or as may be required by law.

13. Data Protection

- 13.1 UK1 Cloud shall be entitled to store and process personal data provided on the Order form for its internal use and for the purposes of providing the Service.
- 13.2 The Customer has the right to request a copy of information relating to the Customer that is held by UK1 Cloud, by written request to UK1 Cloud's data protection compliance manager and upon payment of an administration fee.



- 13.3 The Customer may change appropriate personal information relevant to them held by UK1 Cloud at any time, by advising UK1 Cloud in writing.
- 13.4 From time to time UK1 Cloud will contact the Customer about other UK1 Cloud products and services. If the Customer does not wish UK1 Cloud to contact them, it is their responsibility to inform UK1 Cloud.

14. Liability

- 14.1 Nothing in the Agreement shall limit UK1 Cloud's liability to the Customer for death or personal injury resulting from UK1 Cloud's negligence.
- 14.2 Except for UK1 Cloud's liability to the Customer listed in Clause 14.1 (where no limit applies), UK1 Cloud's liability arising under or in connection with the Agreement for the provision of the Services whether in contract, tort, direct negligence, breach of statutory duty or otherwise howsoever arising shall not exceed the greater of the total amounts paid by the Customer for one (1) month of the specific service.
- 14.3 Notwithstanding Clause 14.2, in no case shall UK1 Cloud be liable either to the Customer or to any third party for or in respects of any indirect, consequential or economic loss including (but not limited to) damage, costs or expenses of any description, loss of profit, business, goodwill, turnover or any other loss arising from its performance or nonperformance of its obligations in connection with the Agreement whether arising from breach of contract, tort, breach of duty, negligence or any other cause of action even if the event was foreseeable by UK1 Cloud or the possibility thereof is or had been brought to the attention of UK1 Cloud.
- 14.4 Except for the purposes of Clause 14.1, no action or proceedings against UK1 Cloud arising out of or in connection with the Agreement shall be commenced by the Customer more than one year after the Services have been rendered and in this respect the Customer acknowledges that this clause constitutes an express waiver of any and all of its rights under any otherwise applicable statute of limitations.

15. Force Majeure

- 15.1 UK1 Cloud shall not have any liability to the Customer for any delay, omission, failure or inadequate performance of the Agreement which is the result of circumstances beyond the reasonable control of UK1 Cloud. Where UK1 Cloud is so affected in its performance of the Agreement it will notify the Customer in writing as soon as is reasonably possible.
- 15.2 Where the performance of the Agreement is affected by force majeure UK1 Cloud shall use its reasonable endeavours to overcome the problem as soon as practicably possible.

16. Miscellaneous

- 16.1 The Customer shall not assign or transfer any of the Customer's rights or obligations under the Agreement without the prior written consent of UK1 Cloud.
- 16.2 The Services are provided subject to the Conditions to the exclusion of any other terms and conditions such that and for the avoidance of doubt no terms and conditions contained in any document previously sent by the Customer to UK1 Cloud prior (or subsequent to) the Order Form being signed by the Customer shall be of any effect with respect to the Agreement unless expressly agreed in writing by a director of UK1 Cloud.



- 16.3 The Customer acknowledges that in entering into the Agreement the Customer has not relied on and shall not be entitled to rescind the Agreement or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or other form of opinion or statement made by or on behalf of UK1 Cloud save where expressly contained in the Agreement.
- 16.4 The Parties hereby agree that the Agreement constitutes the entire agreement between the Parties in respect of the Services.
- 16.5 UK1 Cloud reserves the right to vary the Conditions as a result of changes required by its insurers, for operational or administrative reasons or in order to comply with changes in the law.
- 16.6 A current version of the Conditions may be found on UK1 Cloud's website.
- 16.7 UK1 Cloud will provide the Customer with 14 days' notice of any significant changes to the Conditions.
- 16.8 The Customer will keep UK1 Cloud promptly informed of any changes to the Customer's address and such other information as may affect the payment of charges due.
- 16.9 In the event that any part of the Agreement is found to be invalid or otherwise unenforceable then such provision shall be regarded and construed as severable from the Agreement so as not to affect the validity and enforceability of the remainder.
- 16.10 Any allowance of time to pay or any other form of indulgence by UK1 Cloud shall in no manner affect or prejudice UK1 Cloud's right to payment and interest pursuant to the Conditions.
- 16.11 No failure, neglect or delay in enforcing any of the terms of the Agreement may be construed as a waiver of any of UK1 Cloud's rights in respect thereof nor such neglect, failure or delay a variation of the express terms of the Agreement.

17. Law and Jurisdiction

- 17.1 The Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.