

The Pinkcyan Policy

We believe in telling you exactly what you may be liable to pay. There are no hidden extras and we won't charge you anything you haven't been made aware of.

You will always be given the opportunity to cancel a service before you are charged for it.

No obligation Quotation

There is a no obligation quotation to allow us to prepare an outline design of your web site, mail account and any other options you have chosen, as well as any administration.

Minimum Term

All services are available for a minimum term of 1 year unless otherwise agreed. We have to insist on this, as it doesn't become cost effective for us to offer services for less than this.

Privacy Statement

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

We collect information about you for 2 reasons: firstly, to process your order and second, to provide you with the best possible service.

We will not e-mail you in the future unless you have given us your consent or unless it is to notify you of support or billing related incidents that may affect your service.

We will not pass your e-mail address to other trusted traders unless you agree.

The type of information we will collect about you includes:

- your name
- address
- phone number
- email address

We will never collect sensitive information about you without your explicit consent.

The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.

If you have any questions/comments about privacy, you should email us.

Website changes

We aim to respond to all website change requests as fast as possible.

Terms and Conditions

1. Provision of Service

1.1 This contract covers the provision of service by Pinkcyan, to the customer. It supersedes and takes precedence over any previous written or oral representations given or made by the firm or any representatives of the firm. In agreeing to the provision of the services, the customer is deemed to have read and understood these terms and conditions.

1.2 Any date proposed either by the customer or Pinkcyan for the provision of services to be treated as an estimate only and Pinkcyan accepts no liability for any failure to meet it.

1.3 Pinkcyan reserve the right to alter or amend its terms and conditions by giving seven days' prior notice to the customer. Notice will be deemed to have been given by Pinkcyan by displaying the notice on the web site of Pinkcyan that can be found at <http://www.pinkcyan.co.uk>

2. Definition and application

2.1 In this Contract:

"the customer" means the customer with whom Pinkcyan makes this contract including a person reasonably appearing to Pinkcyan to act with that customer's authority

"WWW" means World Wide Web service available on the Internet;

"Domain names" means Internet addresses which have been registered with the central registration authorities on the Internet on behalf of the customer;

"Upload" means transfer computer files to Pinkcyan for publication on the Internet, WWW;

"Commencement date" means the date of Pinkcyan's acceptance of the customer's order specified by the order date on the customer invoice

"This contract" means the contract between the customer and Pinkcyan incorporating these terms and conditions;

"Web site" means the area on Pinkcyan's website allocated to the customer for the purpose of this order;

"Hosting" means the making available of the customer's domain name to the Internet community;

"Renewal Date" means the date of renewal of this contract between the customer and Pinkcyan, as defined on the customer application form;

"Illegal" means any act or acts which are capable of breaching the criminal law of England and Wales.

2.2 Any words in the singular include the plural and vice versa. All definitions, notes, terms and conditions referred to in this contract form part of the contract as if they were expressly set out in it.

3. Contract Period

This Contract shall continue from the commencement date for a period of twelve calendar months subject to termination under conditions 8 and 9 unless otherwise agreed.

4. The Customer's Responsibilities

4.1 It is the customer's obligation to ensure that any material provided to Pinkcyan is not in breach of copyright. Pinkcyan accepts no responsibility for the customer's actions in either uploading material to the WWW or in the customer's transferral of any material to other Web sites.

4.2 The customer agrees not to upload any material which would be considered to be contrary to public decency and morality. Pinkcyan reserve the right to randomly inspect Web sites and in the event that any unauthorised material has been uploaded to that Web site, Pinkcyan reserve the right to inform the authorities and to terminate this contact forthwith. Uploaded material would expressly include pornographic (unless agreed in advance and legal), barbaric and overtly tasteless material.

4.3 The customer agrees that it shall not cause or permit or in any way assist in any unauthorised publication, any dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of England and Wales.

4.4 The customer agrees to keep secure the email address specified on the application form and not to pass that information to any unauthorised person. In the event of the customer's login name and password being used by any unauthorised person, Pinkcyan accept no responsibility and the customer will be liable for additional charges arising therefrom.

4.5 If the contract is terminated by the customer, the customer will not be entitled to any refund.

4.6 Not to commit any act whereby access is gained by the customer to any information or resources of any body corporate or person, individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions.

4.7 The customer agrees not to use Pinkcyan website, or email address to send unsolicited or spam e-mail to other Internet users. Failure to meet this obligation would result in the termination of this contract without refund.

4.8 Not to do any act or omission, the result of which would have the effect of bringing Pinkcyan into disrepute.

5. Limitation of Liability

5.1 For the avoidance of doubt Pinkcyan has no obligation duty or liability in contract and/or tort for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

5.2 In any event and in no circumstance shall Pinkcyan be liable for any loss either direct or indirect of profits, business or anticipated savings or any other direct or indirect consequential loss arising out of the provision of the service to the customer.

5.3 In no circumstance shall Pinkcyan be liable for any loss whether direct or indirect arising from the content of any information placed by the customer onto Pinkcyan's website.

5.4 Under no circumstances shall Pinkcyan be liable for loss whether direct or indirect of profits, business or anticipated savings or for any direct or indirect consequential loss whatsoever by the failure of, or any problem experienced by the customer in its operation of its web site.

5.5 Each provision of this condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable.

6. Indemnity

6.1 Without prejudice to any other rights or remedies which Pinkcyan may have against the customer, the customer shall indemnify Pinkcyan against any loss or expenses sustained by reason of any breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against Pinkcyan by a third party which are caused by or arise from any action of Pinkcyan carried out pursuant to the instructions of the customer.

6.2 The customer shall indemnify Pinkcyan against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against Pinkcyan by a third party which are caused by or arise from any act or default of Pinkcyan carried out pursuant to the instructions of the customer.

7. Charges

7.1 The full contract price must be paid prior to Pinkcyan UK providing the service contemplated by this contract.

7.2 All charges of whatever nature in respect of service shall as such be as Pinkcyan shall determine from time to time. On each occasion when service is provided to the customer, the customer shall pay the charges in force at that time, full details of which will be available from the address specified in condition 9.

7.3 Value added Tax where applicable will be added at the appropriate rate to the total of all charges shown on the customers bill. At present (1 January 2007), Pinkcyan is not registered for VAT purposes.

7.4 Should Pinkcyan have to issue Court proceedings pursuant to this contract the customer accepts responsibility for all Pinkcyan's legal fees and disbursements notwithstanding the value of the claim, on an indemnity basis.

7.5 Any third party costs Pinkcyan may incur due to processing the payment for the services will be payable by the customer within seven days.

8. Termination of this contract by Pinkcyan

8.1 If the customer does not pay any charge when due or breaks this contract in any other way Pinkcyan can terminate this contract immediately without the requirement of prior notification.

8.2 Termination of this contract by Pinkcyan will result in the retaining by Pinkcyan of all monies received from the customer who will not be entitled to a refund of monies paid.

8.3 Upon termination of this contract the customer shall nevertheless remain liable for all charges due or which would have been payable under this contract.

8.4 On termination Pinkcyan will remove all materials held on Pinkcyan's website and remove all privileges entitled to the customer.

8.5 Subject to the discretion of Pinkcyan, after termination, if Pinkcyan agree that the customer may once again be reconnected to the service, any reconnection will be subject to an administration charge together with any outstanding charges payable prior to the reconnection.

9. Termination of the contract by the customer

9.1 The customer can terminate this contract at any time in writing to the following email address: services@pinkcyan.co.uk services@pinkcyan.co.uk. In an event of the customer so terminating this contract, the customer will be entitled if they so wish to continue with the contract until the expiration of the contract period or alternatively the customer may request the immediate termination of the contract.

10. Force Majeure

10.1 Pinkcyan is not liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of government, highway authority or other competent authority, Pinkcyan's compliance with any statutory obligation, industrial disputes of any kind (whether or not involving Pinkcyan employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons whom Pinkcyan is not responsible (including in particular other telecommunication service providers or web hosting companies), or any other cause whether similar or dissimilar outside Pinkcyan's reasonable control.

11. Proper Law

This contract is to be treated as made in England and Wales according to English and Welsh Law and subject to the jurisdiction of the English and Welsh Courts.

12. Limitation on assignment

12.1 The customer must not assign the benefit of this contract in whole or in part.

12.2 Pinkcyan reserve the right to assign the benefit of this contract by giving prior written notice of any assignment to the customer.

12.3 Pinkcyan is part of Blueberry Services who may be contacted via their website <http://www.blueberryservices.co.uk>

13. Bandwidth

We do not prescribe limitations on bandwidth but in the event that a site proves so successful that we approach our own bandwidth restrictions, we will discuss the matter with the client. If we are unable to reach a resolution, we will at our discretion make a pro-rata refund and terminate our relationship with the client.

Valid from 11 October 2007.