

Terms and conditions

1 Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will supply the Services to you. You may print a copy for future reference.
- 1.2 Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 14.
- 1.4 'Services' means the services listed on the Website which we may supply.
- 1.5 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy at clause 10 and limitation of our liability and your indemnity at clause 12.
- 1.6 By ordering any of the Services, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

2 About us

- 2.1 This Website is owned and operated by Leenix Ltd ('we'/'us'/'our'), a limited company registered in England and Wales under company number: 9456613 having our registered office at Unit 14 Oak Court Business Centre,, Sandridge Park, Porters Wood,, St Albans, HERTS, AL3 6PH. Our VAT Number is 897 2093 79.
- 2.2 Our telephone number is 0844 556 4348.
- 2.3 Our email address is info@leenix.co.uk.

3 Eligibility to purchase from the Website

To be eligible to purchase the Services and lawfully enter into and form a contract with us, you must be 18 years of age or over.

4 Price

- 4.1 The prices of the Services are quoted on the order page.
- 4.2 Prices and any other charges quoted on the order page are based on performance of the Services in the United Kingdom unless otherwise specified.
- 4.3 Unless otherwise stated, the prices quoted exclude VAT which will be added at the current rate, to the total amount due from you.

5 Payment

- 5.1 Payment can be made by debit card only or by using a PayPal account.
- 5.2 By placing an order, you consent to payment being charged to your debit card account or PayPal account as provided on the order form.
- 5.3 You must pay 0 percent of the price of the Services in advance. If you pay us by credit or debit card or PayPal account we will take payment from your card or PayPal account in advance for the advance payment. We will take payment for the balance when we have sent you an invoice for the Services after we have performed the Services.
- 5.4 You must pay the amount of our invoice within 30 days of the date of invoice.
- 5.5 We shall contact you should any problems occur with the authorisation of your card or payment through your PayPal account.

6 Interest

- 6.1 Unless clause 6.2 applies, you must pay us interest on any amounts you owe us and fail to pay us on the due date at the rate of 3% a year above the base lending rate of Bank of England from time

to time, accruing daily from the due date until the date of payment, whether before or after judgment.

6.2 We will not charge you interest

6.2.1 for the period of dispute in respect of an invoice that you dispute in good faith, provided you have advised us within a reasonable time of receiving it that you dispute it and your basis for disputing it.

6.2.2 until after we have performed the services again if we have a duty to do so.

7 Order process and formation of a contract

7.1 All orders are subject to acceptance and availability. If we are unable to supply you with the Services in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside our Control or because we have identified a mistake in the description of the Services or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.

7.2 Any order placed by you for the Services constitutes an offer to purchase them from us.

7.3 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services.

7.4 A 'Confirmation Notice' means an email which we send to you to confirm that we shall be providing the requested Services. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.

7.5 A contract between you and us for the supply of the Services (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.

7.6 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.

7.7 We may make

7.7.1 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,

7.7.2 changes to these Conditions as a result of changes in how we accept payment from you,

7.7.3 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.

7.8 If we make any changes in accordance with clause 7.7 we will give you written notice of the changes before we supply the Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.

7.9 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 7.7 shall only be binding when agreed in writing and signed by you and us.

8 Performance of Services

8.1 The Services will be performed at the address or by the means specified by us when we accept the order.

8.2 When we accept the order, we will confirm estimated start and completion dates for the performance of the Services. We will endeavour to perform the Services in accordance with these estimated dates and will perform the Services within a reasonable time from the date we accept the order.

8.3 In the event that an Event Outside Our Control prevents us from performing the Services within a reasonable time from the date we accept the order, clause 14 will apply.

8.4 If we need to provide the Services at the premises occupied by you, you will provide access to the premises on the date we have agreed for the Services to be carried out.

- 8.5 If you fail to provide access to the premises on the agreed date,
- 8.5.1 you must pay us any additional costs incurred by us in providing the Services to you
 - 8.5.2 in the event that despite our reasonable efforts we are unable to obtain access to the premises to provide the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 8.6 If we ask you to provide us with information in order for us to provide the Services, you must provide us with complete and accurate information by the date we request that you provide it by, otherwise:
- 8.6.1 you must pay us any reasonable sum we charge you to cover any extra work that is necessary as a result of you providing incomplete or inaccurate information.
 - 8.6.2 you must pay us any additional costs incurred by us in providing the Services to you resulting from you not providing such information to us by the date we have requested.
 - 8.6.3 we may suspend the Services by giving you written notice unless you agree to pay such extra costs.
 - 8.6.4 in the event that despite our reasonable efforts we are unable to obtain the requested information from you and are therefore unable to supply the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 8.7 We will not be liable for any delay or non-performance due to your failure to provide us with complete and accurate information by the time we have requested.
- 8.8 If we suspend the Services under this clause, you do not have to pay for the Services while they are suspended, but you will remain liable to pay any invoices we have already sent you for Services we have already performed.

9 If there is a problem with the Services

- 9.1 If the Services provided do not conform to the Contract due to them not being provided with reasonable care and skill:
- 9.1.1 you should provide us with details of the problem as soon as reasonably possible;
 - 9.1.2 if we repeat performance of the Services to fix the problem, we will do so at our own cost and as soon as reasonably practicable.
- 9.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Conditions will affect these legal rights.

10 Cancelling your Contract and returns

10.1 Cancelling before Confirmation Notice

- 10.1.1 You may cancel your order for the Services by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- 10.1.2 You may notify us of your decision to cancel by contacting us by telephone on telephone number 0844 556 4348 or by sending us by email to info@leenix.co.uk or by post to Unit 14 Oak Court Business Centre,, Sandridge Park, Porters Wood,, St Albans, HERTS, AL3 6PH
 - 10.1.2.1 a fully completed cancellation form found on our Website, or
 - 10.1.2.2 a statement that you wish to cancel quoting your name, address, the name or a description of the Services and your order reference number.

10.2 Cancellation after Confirmation Notice

- 10.2.1 The 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation Notice.
- 10.2.2 If you wish us to begin to supply the Services during the Cancellation Period, you must request us to do this and you must acknowledge that you will lose the right to cancel once the Services have been fully performed.

- 10.2.3 Unless the Services have been fully performed under the Contract in accordance with your request and acknowledgement referred to in clause 10.2.2 and subject to clause 10.4, you may cancel the Contract within the Cancellation Period by notifying us of your decision to cancel.
 - 10.2.4 You will lose your right to cancel the Contract once the Services have been fully performed in accordance with your request and acknowledgement.
 - 10.2.5 You may notify us of your decision to cancel by contacting us by telephone on telephone number 0844 556 4348 or by sending us by email to info@leenix.co.uk or by post to Unit 14 Oak Court Business Centre,, Sandridge Park, Porters Wood,, St Albans, HERTS, AL3 6PH
 - 10.2.5.1 the fully completed cancellation form found on the Website, or
 - 10.2.5.2 a statement that you wish to cancel with your name, address, the name or a description of the Services and your order reference number.
 - 10.2.6 If you cancel the Contract after we have begun the supply of the Services in accordance with your request, you must pay us for the Services we supplied to you before we received notice of your cancellation.
- 10.3 Refunds on cancellation**
- 10.3.1 So long as you are entitled to cancel and have complied with your obligations under clause 10.2, we will refund you the balance of the price and VAT you paid to us after deducting:
 - 10.3.1.1 the value of the Services we supplied before we received your cancellation notice together with VAT payable in respect of that value.
 - 10.3.2 If the Contract is for the supply of services only or for the supply of goods and services with the main purpose being the supply of services, we will refund you the sum in clause 10.3.1 within 14 days of our receipt of your cancellation notice.
 - 10.3.3 We will refund you the sum in clause 10.3.1 using the same method of payment used by you, unless you agree to a refund by a different method of payment.
- 10.4 Exception to the right to cancel**
- You will not have a right to cancel in the following situations:
- 10.4.1 The Contract is for goods which are bespoke or have been personalised or which may deteriorate (such as food).
 - 10.4.2 The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
 - 10.4.3 You have specifically requested a visit from us to carry out urgent repairs or maintenance.
 - 10.4.4 The Contract is for the sale of land or financial services.
 - 10.4.5 The Contract is for rental of accommodation for residential purposes.
 - 10.4.6 The Contract is for construction or conversion of buildings.
 - 10.4.7 The Contract is for gaming, betting and lottery services.
 - 10.4.8 The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.
 - 10.4.9 The Contract is for the supply of newspapers, magazines and other periodicals, except for subscription contracts.

11 Complaints

If you have a comment, concern or complaint about any Services you have purchased from us, please contact us by telephone on telephone number 0844 556 4348, by email at info@leenix.co.uk or by post at Unit 14 Oak Court Business Centre,, Sandridge Park, Porters Wood,, St Albans, HERTS, AL3 6PH.

12 Liability and indemnity

- 12.1 We have a duty to supply Services to you that conform to the Contract including a duty to ensure that
 - 12.1.1 the Services are carried out with reasonable care and skill
- 12.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with. You can obtain advice about your legal rights from Citizens Advice if you need to.
- 12.3 We cannot exclude or limit our responsibility to you for:
 - 12.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
 - 12.3.2 Fraud or fraudulent misrepresentation
 - 12.3.3 A claim for a defective product against us if we do not give you the name of the person who supplied the product to us within a reasonable time of your request for us to do so.
- 12.4 We are responsible for foreseeable loss or damage which you suffer as a result of a breach by us of the Contract or as a result of our failure to act with reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not responsible for unforeseeable losses.
- 12.5 You are purchasing the Services as a consumer. If you purchase the Services for any business purpose including for re-sale, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 12.6 We will not be responsible for any delay in performing the Services if
 - 12.6.1 we have asked you to provide specified information that is necessary for performing the Services and
 - 12.6.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.
- 12.7 We will not accept liability for any damage caused by pre-existing defects in any fittings, walls, pipes, wiring, gas installations in your premises or to any goods to which we connect or install or attach the Goods unless we have been negligent in not realising that such damage may occur or in the way we did the work.

13 Our rights of termination

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

14 Events outside our control

- 14.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 14.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside our Control.
- 14.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 14.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 14.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Services which we have been unable to deliver to you.

15 Use of personal data

You authorise us to process and transmit your name, address and other personal information supplied by you (including updated information) to

- 15.1 obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity
- 15.2 supply the Goods and Services to you
- 15.3 carry out checks to ensure you have adequate funds and fulfil security and fraud prevention requirements
- 15.4 transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer or PayPal
- 15.5 validate your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 15.6 inform you of similar Services we provide, but you may contact us at any time to request that we stop informing you of these.

16 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

17 Other important terms

- 17.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 17.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 17.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 17.4 All Contracts are concluded in English only.
- 17.5 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 17.6 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18 Governing law

These Conditions and the Contract are governed by the laws of England and Wales. However, if you live outside England and Wales but within the EU, you are always entitled to any compulsory consumer protections applicable in the country where you live.

19 Governing jurisdiction

You can bring legal proceedings in respect of the Services in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Services in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the courts of Northern Ireland or England and Wales. If you live in another country in the EU, you can bring legal proceedings in respect of the Services in either the courts of your home country or England and Wales.

Definitions

"Leenix", "we", "Us", "our" means Leenix Limited, Unit 14 Oak Court Business Centre, St Albans, Herts, AL3 6PH

"Service" means any hosting or connectivity service offered by Leenix.

"Customer", "you", "your" means you, the person or persons in whose name(s) a service is maintained by Leenix.

"Technical contact" means a person or persons nominated by the Customer with whom Leenix can discuss all matters of a technical nature relating to the Service

"Network" means the combined functionality of all routing, switching, cabling equipment and interconnect agreements under Leenix's ownership or control

"Bootable" in the context of a hosting service means that the host in question has the ability to start up and run its normal functions – hosting web sites, receiving email or whatever other function the service has been set up to provide for the customer.

"Working hours" means 9.00am to 5.00pm, Monday to Friday, excluding English bank holidays.

Service Level Agreement

This document describes the standard level of service that all hosting customers can expect from Leenix. It attempts to quantify the levels of service that all hosting customers can expect, and the remedies we offer if we fail to provide service at those levels.

There are absolutely no circumstances in which Leenix will:

Guarantee a remedy for a single failure to meet this service-level agreement that exceed either a refund of 1/12th of a fee paid for annual hosting for an affected service, or a full monthly fee if the service is paid for monthly. This is referred to as the "maximum monthly refund"

Accept responsibility for consequential damages as a failure to meet the terms of this Service Level Agreement. It is the customer's responsibility to ensure that the consequences of any such failure are foreseen, and a suitable backup plan in place where there may be financial consequences of a failure. Leenix will always advise the customer on contingencies to the best of our abilities.

Unless stated in a supplementary service level agreement, Leenix offers no guarantees on the correct functioning of software installed on any hosting product. This includes all standard security updates.

Leenix temporarily suspends all guaranteed service levels for customers who have not settled invoices within the agreed terms.

Core network

You can expect our core network to be available 100% of the time – that is to say that our infrastructure will provide two-way traffic from any other properly-routed internet IPv4 address, to the IPv4 addresses allocated to your hosting product(s).

We acknowledge that anything less than 100% is a lapse in the service level that you expect. On request we will refund 10% of the maximum monthly refund for every full 30-minute period that the network connectivity falls below this figure, accumulated during any consecutive 30-day period.

We exclude from this guarantee lapses in service where Leenix cannot communicate with IPv4 addresses from other organisations that are not properly routed at the time of the lapse; the following causes are some examples of where some global IPv4 addresses will end up as "improperly-routed" and excluded from our guarantee:

another organisation misconfiguring its peering arrangements with Leenix, causing its IPv4 addresses to become unroutable as a result

failure or major changes in routing by a global transit provider, even where Leenix are not direct customers of said provider

Hosting products

All our guarantees on hosting are conditional on the customer's hosting product being properly configured and maintained.

Specifically this means that:

Leenix must have a Technical Contact available, either the customer or another party nominated by the customer to discuss minor configuration changes at our request which may be necessary to facilitate smooth running of our network

your hosting product should not be "thrashing" (e.g. your website software should not be consuming excessive system resources during normal operation)

your hosting product should be completely under your control, and not have been compromised by a third party

your hosting product should not be blocked from responding to ICMP pings over its network interface

If any problems arise with your hosting as a result of your hosting product not being maintained correctly, Leenix cannot guarantee any particular availability or performance.

We may also need to perform maintenance on your hosting which we consider essential to the ongoing reliability of our network or hosting platforms, which we will attempt to warn you about at least 3 days in advance. Such maintenance is excluded from any guarantees of uptime where the customer has been warned 3 days in advance.

If your server suffers a hardware failure which brings down your hosting completely, you can expect Leenix to repair or replace the faulty part within 12 working hours of your reporting it to us, or 48 hours at the outset if the failure occurs outside of 9am-5pm Monday to Friday.

If the hardware failure is not remedied within the stated times, we will refund 10% of your maximum monthly refund for every hour or part-hour that the host is not in a bootable state, up to a maximum of 100%.

Leenix endeavour to spot hardware failures through various external checks on your server, but we rely on you to inform us if you encounter problems, and will discuss any potential problems you might spot through our normal support channels. We do not consider the 12 hour (or 48 hour) replacement period to have started until the fault has been correctly identified by Leenix, or reported by the customer and subsequently acknowledged by Leenix.

Cancellation Form

Date:

To: Leenix Ltd

Unit 14 Oak Court Business Centre,, Sandridge Park, Porters Wood,, St Albans, HERTS, AL3 6PH

Email address: info@leenix.co.uk

I/We[*] hereby give you notice that I/We[*] cancel my/our[*] contract for:

Order number:

Ordered on:

Received on:

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature of consumer(s):

[*] Delete as appropriate