

## Terms & Conditions - 01/01/2015

### 1 Definitions

"UKIP" means New Reg Limited t/a UKIP, 1A Essex Street, Preston, PR1 1QE. The term "Service" includes access to the Internet, the registration and renewal of domain names, hosting of data and transit of material through the facilitating network of telecommunication and computing services and equipment of UKIP. The "Customer" means any person who shall at any time order or use the Service.

### 2 Service

The Customer acknowledges that use of the Service is subject to UKIP terms and conditions, any breach of which may result in termination or suspension of the Customer's right to use the Service. The Service is offered on an on-going basis with all payment in advance of any service provided. The Customer shall be issued with a password by UKIP to access the Service and shall take all reasonable steps to keep the password confidential. In the event of any password being compromised the Customer must immediately notify UKIP. UKIP reserve the right to change the Customer's password at any time without prior notification. In order to provide our customers with an efficient service, UKIP may at our discretion undertake maintenance on the network and/or servers. Unread email shall only be stored for a maximum period of 6 months and automatically removed at this point.

### 3 Conditions of use

The Customer may only use the Service for lawful purposes. Transmission of any material through the Service or use of any part of it in violation of any UK law or regulation including but not restricted to material which is copyright, threatening, intimidating, obscene or indecent or has been judged unlawful or covered by trade secrecy, is prohibited whether or not the Customer was aware of the content of the material or the relevant laws. The Customer shall not use the Service for transmission of computer viruses or material which is defamatory or menacing or which may cause annoyance or inconvenience or needless anxiety or may constitute an infringement of the rights of any person, firm, company or organisation including, but not restricted to, intellectual property rights. The Customer acknowledges that UKIP are unable to monitor or exercise any editorial control over the content of any material or information transmitted through the Service. The Customer further acknowledges that UKIP hereby excludes all liability in respect of any transmission or reception of information or material of whatever nature. The Customer agrees to Nominet Terms & Conditions upon purchase of domain names, to view these visit <http://www.nominet.org.uk>

### 4 Indemnity

The Customer agrees to indemnify and hold harmless UKIP from any claim brought by third parties alleging the use of the Service by the Customer. The Customer shall defend and pay all costs, damages, awards; fees including reasonable legal fees and judgements finally awarded against UKIP and shall provide UKIP with written notice of such claims, full authority to defend compromise or settle and reasonable assistance necessary to defend such claims at the Customer's sole expense.

### 5 Limitations and Liabilities

Any condition or warranty, which might be implied or incorporated within this contract by reason of statute, common law or otherwise is hereby excluded so far as may be permitted by law. While UKIP will use all reasonable endeavours to provide a prompt and continuing service we cannot guarantee this and will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries or service interruptions however they arise. Without prejudice to the foregoing generality UKIP specifically excludes any warranty as to the quality or accuracy of information received through the Service. In no circumstances whatsoever will UKIP be liable for any economic, consequential loss and total permanent loss of service for reason out of your control.

### 6 Privacy Policy

Your right to privacy is very important to us. UKIP collect and process the following personal data about The Customer.

When making a purchase we collect contact information, which includes name, address, email address and telephone number. We, UKIP, use this information to help us identify you, to deal with any queries you may have appertaining to your services.

By using UKIP as your service provider, you give your consent that the information you provide will only be used to support you The Customer. All information is treated confidentially as per The Data Protection Act 1998 ("the Act"). The data controller is New Reg Limited t/a UKIP, registered office at 1A Essex Street, Preston, Lancashire, PR1 1QE.

### 7 Additional Charges

UKIP will make an additional charge for a TAG change or transfer of domain name the fee is £10 + VAT. For all other rates please visit our website at [http:// www.ukip.com](http://www.ukip.com)

## 8 Payments

Payment is due prior to the expiry date as per the pro forma invoice. . All payments must be in GBP Sterling.

- Paying by cheque: Cheques are to be made payable to New Reg Limited t/a UKIP. Please write the relevant pro forma invoice number(s) on the reverse.
- Paying by card: Please call our accounts department on 01772 665942. We accept Visa, MasterCard, Switch, Solo and American Express.
- Paying by BACS: Our Account details are available on the pro forma invoice.
- If The Customer withdraws any payments made via bank, credit cards or PayPal (Chargebacks) UKIP will either defend these directly with the card issuer or take the appropriate steps to recover the monies from The Customer including a £20 + VAT administration fee per each chargeback.

UKIP reserve the right to terminate any contract due to non-payment. It is the sole responsibility of the Customer to notify UKIP of any changes to contact details; failure to do so may result in loss of service for which UKIP will not be liable.

**N.B. Under the Distance Selling Regulations the Company must notify you that the service we provide begins as soon as the Domain Name is reserved on your behalf, subsequently there is 'no cooling off period' the transaction cannot be reversed and no refund can be given.**