



TLD Hosting Ts & Cs





Hosting Ts and Cs

This document details the terms and conditions governing the supply of hosting services by Top Left Design Ltd to the Customer. Use of Top Left Design Ltd's services is subject to the terms listed herein.

Invoices & Payments

All invoices raised by Top Left Design Ltd shall become due for payment to be received 30 days following the date of invoice unless consent is expressly given in writing to the client for an extension of this period.

Invoices for any service provided by Top Left Design Ltd which is in excess of 60 (sixty) days from the date of invoice will be subject to suspension of any further services.

Service charges including, but not limited to, colocation and dedicated server management shall be invoiced in advance of the month of service and are subject to our standard payment terms. Bandwidth and Power overage charges raised will be invoiced in arrears and are subject to our standard payment terms.

Terminations

The Terms & Conditions of this Agreement shall continue for the initial agreed period (the contract length) set out in this document, and then renew indefinitely on a monthly basis until such time as either party notifies the other in writing of pending termination, giving 90 days notice. Upon termination of this Agreement Top Left Design Ltd shall disconnect the site from its network in a competent and professional manner. If a client requires help in migrating the website files and installing databases to your new server, Top Left Design Ltd can quote for this work separately based on usual hourly rates.

Limitations

Except as expressly provided in these Conditions, Top Left Design Ltd gives no warranties of any kind, expressed or implied for services provided to the Customer. Top Left Design Ltd does not provide technical support for client's servers or computers. Top Left Design Ltd disclaims any warranty or fitness for a particular purpose. This includes loss of business, custom, loss of data and all service interruptions unless otherwise stated by Top Left Design Ltd or agreed with the Customer in writing.

Bandwidth overages

Should the customer exceed the agreed amount of transfer measured in Gigabytes or 95th percentile burstable bandwidth (whichever is the lesser), without prior notification Top Left Design reserves the right to charge the customer an overage

rate of 110% on our normal network charges in 25GB blocks or 0.1mbit blocks, whichever is the lesser.

Force Majeure

Neither party shall be liable to each other or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations in relation to the Services provided if such failure or delay was beyond that party's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either party's reasonable control:

- Act of God, explosion, flood, tempest, fire, accident
- War, or threat of war, terrorism, sabotage, insurrection, civil disturbances or requisition
- Acts, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority
- Strikes or any other industrial actions or trade disputes of a third party

Service Level Agreement

Top Left Design Ltd Aims to provide a 99.95% network 'uptime' service level agreement. In the event that Top Left Design Ltd is unable to provide network services for than 0.05% in any given calendar month, Top Left Design will refund the customer a portion of the fees at the rate of 5% for every additional 15 minutes of downtime, except where more than 7 days prior notification of the loss of Service has been issued to the Customer (i.e. scheduled work). The maximum refund shall not exceed the amount of the fees applicable for that month.

The Customer will have no recourse to refund if the account is in arrears.

Top Left Design take no further responsibility or liability for network or Service availability. This includes loss of business, custom, loss of data.

We include 30 mins free email support each year, to help with supplying information for new users on email setup. We also know a few good IT Support companies who can help with any device or PC issues.

Emails

Top Left Design Ltd will be able to set up up to 10 email addresses (per year) you would like - either when initial hosting is setup or during the course of the year. We will send you links to instructions that you can follow to setup the email account on your computer.

Aside from initial setup of emails, during the course of the year, you will also receive 30 mins additional free support to help iron out any user setting issues. If there are further issues, it is usually because of specific user settings. In the event where email doesn't work on your system, or if you have additional devices, we will recommend you speak to your IT company for help with this. We can also recommend the IT company we work with, who are very good with IT support. We will provide all the password details, and will keep them for you if you need them again.

Disk space and bandwidth, and how it affects costs

Disk space is related to how much you are using email - the space your data takes up on the server. Bandwidth relates to usage - the frequency of email and website traffic. For the most part, our clients fit within the limitations of having up to 1.5 GB of disk space and 15 GB bandwidth usage per month. However, sometimes this can be over, and means we need to charge more than the minimum £140 per year for hosting. To help reduce this, you can do the following:

- Check and see if there are any old emails that are no longer required that can be deleted
- Check if there are any emails with large attachments that are no longer required
- Check if you have any junk emails in your mailbox that can be removed
- Make sure your deleted items folder is emptied regularly

TLD hosting with renewable energy

As of April 2021, all of our data centres are now powered entirely by renewable energy with 100% coming from naturally renewable sources such as solar, wind, and hydro. Our servers are optimised for power usage, including, but not limited to power-efficient solid-state drives, low power memory modules and highly energy-efficient CPU processors. At the End of Life, our server hardware is sent to specialised computing recycling companies.



Hosting costs (including SSL) based on disk space and bandwidth

Disk Usage (GB)	Bandwidth Per Month (GB)	Annual Cost
Up to 1.5	Up to 15	£240
1.5 - 4	15 - 40	£330
4 - 6.5	40 - 65	£470
6.5 - 9	65 - 85	£570
9.5 - 12	85 - 95	£650
12+	95+	POA