

Development Special Hosting Agreement



The Development Special Agreement is an agreement between you & Pixink Ltd. The terms and conditions of our agreement are as follows:

SERVICE PROVISION:

- 1) Pixink Ltd will provide technical support and advice, automatic renewal of one domain name, unlimited web space, an email account with multiple mailboxes and remote access options, password protected web statistics, and an FTP lock to protect against viruses. Pixink Ltd agrees to add new pages, functions and features to your website subject to clause 2.
- 2) Pixink Ltd agrees to update the text and images on your website provided you supply the text content via e-mail. Pixink Ltd agrees to provide up to twenty (20) hours of website updating and development within a twelve month period. Pixink Ltd reserves the right to charge an additional fee of £16.00 an hour for any website updating or development which exceeds the agreed time limit.
- 3) Pixink Ltd agrees to provide information and support via email or telephone, should you raise any questions or problems with your internet services. You agree to email *urgent technical problems to support@pixink.net to increase our response time. You understand that Pixink Ltd is a small company and staff will not always be able to answer the telephone. (*urgent technical problems include the inability to view your website or send and receive e-mail).
- 4) The Development Special Agreement is also subject to our Pixink Ltd Terms and Conditions which is incorporated into the contract by reference.

PAYMENT DETAILS:

- 1) You agree to pay your hosting fee in advance, within twenty eight (28) days of our invoice. You will have the option of paying your fees in monthly, quarterly, bi-annual, or annual installments.
- 2) Pixink Ltd will accept payment by wire transfer, standing order mandate, paypal, or cheque. An exception applies to any monthly or quarterly installments which must be paid by standing order mandate.
- 3) Pixink Ltd reserves the right to adjust your hosting fee up or down. Pixink Ltd agrees to consult you and explain the reason for any price rise or reduction.

DURATION AND CANCELLATION OF SERVICES:

- 1) The Development Special Agreement has a minimum term of 12 months.
 - 2) You may cancel at any time within the first thirty (30) days after you receive our service confirmation e-mail/letter. If you cancel within the 30 day 'cooling off period' you will receive a full refund of the price you paid for the service you have cancelled. No other refund will be made. After thirty (30) days a cancellation fee of £50 will apply.
 - 3) After the first twelve (12) months you will have the option of changing your Hosting Agreement to another tariff. Any cancellations after the first twelve (12) months must be requested in writing and at least two (2) months in advance, or a cancellation fee of £30 will apply. You understand that failure to give advanced warning may result in Pixink Ltd renewing your domain name or hosting services for the coming year in which case you will also be charged the renewal fees.
 - 4) You will be responsible for canceling any Standing Order Mandate. Pixink Ltd will *not be held responsible for any payments received after the cancellation date. Should you discover that you have not cancelled your Standing Order Mandate Pixink Ltd agrees to refund up to three (3) months of any overpayment.
- *N.B. Pixink Ltd does not have the authority to set up, cancel, or amend the amount of any payment paid to Pixink Ltd via Standing Order Mandate. A Standing Order Mandate is different to a Direct Debit because it gives the customer full control of their payments.