



pure energy

Additional Terms & Conditions For Domains, Hosting & Email Services

By purchasing Hosting and/or Email Services from Pure Energy Multimedia Ltd, you agree to be bound by the following terms and conditions to be read in conjunction with our **General Terms & Conditions**:

1. Pure Energy Multimedia Ltd reserves the right to refuse to Host a website that we may judge as unfit due to content or otherwise. This includes but is not limited to, sites containing adult oriented material such as pornography, sites that promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, sites which provide methods for circumventing copy protection ('warez sites') and sites that infringe copyright or are contrary to UK laws.
2. In order to ensure uninterrupted service to your website, the Hosting Service Contract will automatically renew unless cancelled by the site owner in advance of renewal. Pure Energy Multimedia Ltd must receive written cancellation at least 30 days prior to the date of renewal. Pure Energy Multimedia Ltd will acknowledge the cancellation notice within 48 hours of receipt. If you do not receive acknowledgement, please contact Pure Energy Multimedia Ltd as soon as possible to ensure termination of the Hosting Service Contract.
3. Pure Energy Multimedia Ltd Hosting Service is based on a fixed-term 1-year contract agreement.
4. Refunds – all our Hosting Contracts are based on fixed 1-year contract agreements therefore no refund is offered or promised on unused months if a contract is cancelled early.
5. Transferring a domain away from our servers and/or cancelling your Hosting altogether is no problem, however Pure Energy Multimedia Ltd must receive written notice at least 30 days prior to the date of transfer and/or cancellation.
6. In order to obtain the best value from your Hosting Contract it is advised that cancellation of your Contract should be done as near to month 12 as possible as hosting months not used within the 1-year Contract Agreement cannot be refunded and refunds are neither offered nor promised.
7. Unsolicited Email (SPAM) and Bulk Email - Pure Energy Multimedia Ltd reserve the right not to host, or cancel the Hosting Contract of websites that are advertised through unsolicited email, excessive newsgroup cross posting, or off-topic newsgroup posts. What is considered SPAM is determined at the sole discretion of Pure Energy Multimedia Ltd. Sites in violation of this policy may be shutdown without refund of any kind. In addition, any Bulk Emailing that adversely affects the performance of our Mailservers will be either discontinued (upon notifying the customer) or moved to a dedicated Mailserver, depending on the exact volume of messages being sent. The customer will be liable for the additional cost of using the dedicated Mailserver as well as a service fee of £100+VAT.
8. Email Accounts setup on behalf of our customers will be assigned a randomly generated password to make them as secure as we can. While we recommend using these randomly generated passwords, should a customer wish to have the account setup with a password or passwords of their choice, please notify us via email at the time of setup.
9. It is the customer's explicit responsibility to ensure their email passwords are kept securely on file with their own records. Pure Energy Multimedia reserve the right to charge an administration fee should a customer repeatedly request their password information in the event of them mislaying the information.
10. Pure Energy Multimedia will keep as a matter of course your email passwords on record should you ever require them, however for Data Protection and security reasons we are unable to provide these details over the telephone even if we recognise the customers voice. We will telephone whatever contact number of the have on file for the customer and provide the password information in that way only.
11. Should the security of your email passwords be compromised, it is the customer's responsibility to contact Pure Energy Multimedia as soon as possible to notify a security breach. Pure Energy Multimedia is in no way liable for any damages caused due to the loss of passwords no matter how caused.
12. In the event of a customer changing their email password themselves using their account facility, Pure Energy Multimedia would then have no record of the password whatsoever and will be unable to recover it in the event of the password being forgotten. Pure Energy Multimedia reserves the right to charge an administration fee to reinstate lost passwords.
13. Domain Registration Fees cost £25.00 per domain per year.
14. Domains registered with Pure Energy Multimedia Ltd will be automatically renewed at the end of each term unless specifically requested not to renew by the customer.
15. If you wish to cancel a domain name renewal, your request to cancel must be received in writing by Pure Energy Multimedia Ltd a minimum of 30 days prior to the domain renewal date.

16. We regret that Pure Energy Multimedia Ltd cannot guarantee to cancel a domain renewal if a renewal cancellation has not been received in writing by Pure Energy Multimedia Ltd a minimum of 30 days prior to the domain renewal date.
17. Pure Energy Multimedia Ltd will assume that all content displayed on a customer's website is the property of the customer and free to display without breaching copyright laws. Under no circumstances will Pure Energy Multimedia Ltd be held liable for any breach of copyright laws arising from the display of the said content. In the event of ownership dispute of material, Pure Energy Multimedia Ltd reserves the right to withdraw Hosting Services until the matter is resolved. During this time, the customer may remain liable for all Hosting fees.
18. In the event of a website having a publicly accessed forum (ie: message boards, guest books etc.), it is the site owner's sole responsibility to ensure these forums are correctly moderated and policed. Under no circumstance can Pure Energy Multimedia Ltd be held liable whatsoever, for any posting(s) made by a third party onto a website forum hosted by Pure Energy Multimedia Ltd.
19. In the event of a website requiring eCommerce facilities (using our SiteWise™ Content Management System), for security reasons Pure Energy Multimedia Ltd insist on Hosting the site on its Secure Servers only.
20. In the event of a website using our SiteWise™ Content Management, Hosting can be on Pure Energy's servers only due to the feature available in the system. We regret that in the event of a customer wishing to transfer their Hosting to another company, the SiteWise™ CMS cannot be transferred with the site. It is however possible export the contents of your SiteWise™ CMS into a database format that can be imported into a new Content Management System.
21. Whilst Pure Energy Multimedia Ltd tries to ensure that all of our products and services meet the high standards our customers have come to expect, there may be certain times when we are unable to meet these high standards in the event of but not limited to: The loss of service provided by a third party supplier, where there are force majeure circumstances beyond our control e.g. "acts of God" (flood, lightning strike & other weather induced disruption), industrial disputes & strikes, lock outs, accidents, war, acts of terrorism, alien landings and other such events beyond our reasonable control. In any such event, Pure Energy Multimedia Ltd shall try to resolve any such problem or loss of service insofar as is practically possible.
22. On rare occasions - primarily for essential technical maintenance or security reasons it may be necessary for your web server to be turned off or rebooted causing a temporary disconnection of your Hosting service and loss of website service. Wherever possible, Pure Energy will always advise beforehand of any possible disconnection and in any case, any said disconnection will be kept to an absolute minimum and will wherever possible be done 'out-of-hours' ie: during the night or during the night on a weekend.
23. Should at any point the visitor traffic being received by your website exceed your Hosting Server's capacity to handle such traffic a significant speed restriction may be applied or in exceptional circumstances, a total loss of service may occur. In such an event Pure Energy Multimedia Ltd shall advise that your Hosting be transferred to a Dedicated Server capable of handling the traffic your website is receiving.
24. In any such event as detailed in condition 21, 22 and 23 Pure Energy Multimedia Ltd shall try to resolve any such problem insofar as is practically possible. Unfortunately Pure Energy Multimedia Ltd cannot be held liable for these or any other unforeseen disconnections or disconnections resulting from the upgrading of Server equipment, traffic spikes and essential maintenance or to combat a security issue.
25. Each of the Clauses of these Terms and Conditions shall be construed separately (unless otherwise stated) and independently of each other. Invalidity of any one part shall not affect the validity of any other part.
26. You attest that you are of legal age to enter into this agreement. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service and are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.
27. This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts. Your statutory consumer rights are unaffected by these terms and conditions.
28. Your statutory rights are unaffected by these Terms and Conditions.

Pure Energy Multimedia Ltd reserves the right to change or modify any of the terms and conditions contained herein. E&OE.

If you have any complaints or comments about these Terms and Conditions or about the quality of service you have received from Pure Energy Multimedia Ltd, please e-mail us or write to us stating the full nature of your complaint. We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.

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