

## TERMS AND CONDITIONS

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[www.duport.co.uk](http://www.duport.co.uk) is the web site developed by Duport Associates Limited. By entering the Site you are deemed to have accepted these terms and conditions outlined below. The Site is aimed at users aged 18 years and over.

### 1. *Definitions*

- 1.1. "We", "our" and "us" means Duport Associates Limited. "You" and "your" describes any business with which you are associated with Duport Associates. "Site" and "website" refer to [www.duport.co.uk](http://www.duport.co.uk)
- 1.2. "Services" describes all products and services, not to include authorised agents, offered on our websites.
- 1.3. "Renewable services" are all services that require annual renewals.
- 1.4. "Authorised agents" are third party companies offering the following services on our site; website and email hosting, business insurance, telephone answering service, bank accounts, trademark registration, brass name plates and company seals.
- 1.5. Please read these terms and conditions before authorising any payment for services offered by us. By consenting to our terms and conditions means you have agree to be legally bound by them each time you use our services .We reserve the right to modify and amend our site and the terms and conditions when necessary.
- 1.6. We do not make a full investigation of our clients' circumstances. Accordingly we will not be liable for any loss or damage, financial or otherwise, which could have been avoided if you took qualified legal or other advice and which was not foreseeable to both parties when you made your order or were not caused by any breach by us.

### 2. *Your Obligations*

- 2.1. We require payment in advance of providing any goods or services and the cost of services ordered will be confirmed at the time of payment.
- 2.2. We only provide services on the basis that you have given us full and proper instructions and the authority to lawfully carry out those instructions.
- 2.3. You undertake full responsibility to complete all documentation required by law including, but not restricted to, the Inland Revenue and Companies House.
- 2.4. You undertake to ensure the accuracy and completeness of the information you provide us and accept all liability for the rejection of any documents or services due to inaccuracies or incompleteness on your behalf.
- 2.5. It is your responsibility to ensure that any company name or domain name you choose is available for registration and can be lawfully used by you. We accept no liability for your choice of name.
- 2.6. Once we have accepted a request for services you may contact us via our site or at the postal address displayed on our site or by telephone at the number provided on our website to ask that your request be withdrawn. If you have paid for the service requested, and given the nature of the services we provide, it will be entirely at our

discretion whether or not you are entitled to a refund for those services. In the exercise of such discretion we will consider the extent to which we have commenced work on the provision of that service.

- 2.7. You must ensure that material given to us for our hosting service is free from defamatory matter and does not infringe on any rights.
- 2.8. You have sole responsibility in all respects for all use of, and for protecting the confidentiality of any username and password that may be given to you or selected by you for use on our website.
- 2.9. You authorize us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited or restricted to your name and address, to the extent reasonably necessary to provide the services which are available through our web site by us or our subcontractors. Should you choose to obtain or buy Products through our website then we may collect any information about your buying behaviour or pattern in respect to this as we see fit, and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you.

### **3. *Our Obligations***

- 3.1. We will exercise reasonable care in compiling our site, use reasonable efforts to make our site available to you at all times; and take the steps to endeavour to secure any personal data or credit card information you give us.
- 3.2. We will try to ensure that our prices displayed on our web site are accurate. We reserve the right to alter these prices on our website. If we need to do so, we will inform you if a product's correct price is higher than that stated in your order. If this is the case you may cancel the order and decide whether or not to order the product at the correct price.
- 3.3. While we will use reasonable endeavours to meet the time estimates given on our site, these do remain estimates and are not guaranteed.
- 3.4. We are not obliged to accept any request from you or your representatives, or to continue to perform any service. We reserve the right to reject any request or to discontinue the performance of any service without liability.
- 3.5. In relation to the purchase of products, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, if not foreseeable to both parties.
- 3.6. In relation to company formations, we accept no liability for any fraudulent or unauthorised use for any company held under the Duport name and address.
- 3.7. We do not accept responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.
- 3.8. We may directly or through an intermediary ask another contractor to carry out some or all of any work which you instruct us to carry out for you. Steps will be taken to select the suitability of our agents, although we have no control over their

activities and therefore accept no responsibility for the services provided to you by that agent.

- 3.9. Certain links, including hypertext links, in our site may take you outside our site onto sites operated by other people. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. We take no responsibility for and give no warranties, guarantees or representations in respect of these linked sites. We are not responsible for the content of any website outside our site.
- 3.10. We reserve the right at any time and without notice to alter any aspect of our sites including the services offered by us.
- 3.11. We reserve the right in our sole discretion to deny users access to our site or any part of our site without notice and to decline to provide the service to any user that is in breach of the terms and conditions.
- 3.12. We will try to make our web site available but cannot guarantee that our web site will operate continuously or without interruptions or be error free and can accept no liability for its unavailability at any time
- 3.13. You must not attempt to interfere with the proper working of our web site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. We shall not be liable to you for any breach of the terms and conditions or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control including, without limitation, breakdown of systems or network access, fire, explosion or accident.
- 3.14. We shall not be liable to you for any breach of the terms and conditions or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control including, but not limited to, breakdown of systems or network access, fire, explosion or accident.
- 3.15. We cannot and do not guarantee or warrant that any material available for downloading from our web site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output. You are responsible for ensuring your computer system meets all relevant technical specifications necessary to use our web site and is compatible with our web site.
- 3.16. While we do our best to ensure that all materials and information published on our web site are accurate, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on our site. The information contained in our site may contain technical inaccuracies or typographical errors and is intended to be a general indication of our services only. Any implied terms including those as to quality, fitness for purpose, compliance with description or sample are excluded

unless you deal as a consumer. If you do deal as a consumer these terms do not affect your rights.

- 3.17. All intellectual property rights (including copyrights, patents, trademarks) where registered or not shall remain our property. This also includes the design, text, graphics and other material on our site and the selection or arrangement thereof are the copyright of us or other third parties. Permission is granted to electronically copy and print in hard copy portions of our site solely in connection with the acquisition of goods or services through our site. Any other use of materials on our site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without our prior written permission is strictly prohibited.
- 3.18. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the website complies with all legal and regulatory requirements and does not contain any material which is objectionable, including, without limit, information which is defamatory, obscene, threatening or untrue. We do not take any responsibility for any such material or any error in inaccuracy in advertising material.

#### **4. Jurisdiction**

- 4.1. Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

#### **5. Services Provided By Third Parties**

- 5.1 Please refer to our [Privacy Policy](#).

## **Terms and Conditions for Domain Registration and Hosting Services**

These terms and conditions set out Duport's responsibility as the third party supplier for Domains and Hosting. Some words in these terms have a special meaning and these are defined in Clause 15.

### **INTRODUCTION**

#### **1. Effect of these terms**

1. By submitting an order form you are offering to purchase the services and goods on, and subject to, these terms, which take effect when we accept your order by sending you an email, fax or letter to that effect. An acknowledgement of your order does not constitute our acceptance of it. If we do not accept your order, we will promptly inform you in writing and refund any charges that you have paid.
2. If you are renewing a subscription to the service, your new subscription starts when your current subscription ends provided we have received the subscription renewal charge before then.

## 2. Cancellation

If you are an individual, rather than an artificial legal entity such as a company, and you are subscribing to the service for a noncommercial purpose, you may be entitled to cancel your subscription by notifying us within the cancellation period. This starts when we notify you that we have accepted your order and ends eight working days later. Please send your cancellation notice by email to [sales@duport.co.uk](mailto:sales@duport.co.uk), or by fax to + 44 (0)117 330 8911 or by letter to Duport Associates Limited, 2nd Floor, 5 High Street, Westbury on Trym, Bristol, BS9 3BY. However, we may begin performance of the service once we have accepted your order, and once we do you lose your right to cancel.

## 3. The service

1. Subject to the rest of these terms, and your full compliance with them Duport will, in return for a fee, act as your agent in arranging contracts with Heart Internet and BB Online, (the service providers) on the service providers' standard terms of business. Duport will supply information to and communicate with service providers on the customer's behalf and offer first level support. Duport acts as agent for you the client with regard to domain name registration and hosting and enters into contracts with Heart Internet and BB Online on behalf of the client. BB Online registers names and web space and a copy of BB online's Terms and Conditions are set out under BB Online Nominat.com terms and conditions of sale on Duport's website. Heart Internet hosts domains and a set of Heart Internet Terms and Conditions are available also available on the Duport website. The client agrees to accept the terms of Heart Internet and BB Online in addition to Duport's terms and conditions when a domain registration and/or hosting service is ordered. Technical problems and liability for technical problems and liability with the service are outside Duport's control and lie with Heart Internet and BB Online.
2. Your Responsibilities
  - You have a responsibility to ensure that the domain is ordered in the prescribed method as given on [www.duport.co.uk/domain-registration/](http://www.duport.co.uk/domain-registration/)
  - You must ensure that the domain name is available during order.
  - You must also ensure that payment is made in full, either through the online payment system, or by telephone. Until payment has been received in full the domain cannot be registered and web hosting cannot begin.
  - All contact details must be correct and complete. Failure to do this may result in delays in receiving domain & web hosting confirmation, invoices and renewal notices.
  - You must also read and accept [BB Online's Terms and Conditions](#) and [Heart Internet's Terms and Conditions](#).
  - At our request, you must provide us with any information and supporting documentation we may reasonably require.
3. Duport's responsibilities  
Duport will:
  - Act as your agent and enter into contracts with Heart Internet and BB Online on your behalf.

- Recheck any domain name before processing for registration.
  - Register domains and configure web hosting in a timely manner.
  - Supply the details of the registration and web hosting to clients by email in a timely manner.
  - Act as the first point of contact for support, transfers and domain/hosting amendments.
  - Issue renewal notices before the domain expires.
  - Provide the details so client can access personal control panels hosted by Heart Internet.
4. BB Online's responsibilities
- To register domains after receiving instructions from Duport Associates.
  - To maintain DNS records for the domain and keep a track of any DNS changes or modifications requested.
  - To inform Duport Associates of renewal dates, and renew domains when instructed.
  - Help Duport Associates to resolve any technical issues.
5. Heart Internet's responsibilities
- To provide hosting for Domains when requested by Duport Associates.
  - To provide web hosting and email services to all Duport Associates web hosting clients at all times possible. (When technical problems or issues outside of Heart Internet's control occur it may not be possible to provide a service but service should be resumed at the first possible opportunity).
  - Help Duport Associates to resolve any technical issues.
  - Maintain responsibility for the personal control panel, which although Duport branded, remains at all times Heart Internet's liability.

#### ***4. Fees, Payments and Charges***

1. You agree to pay for the services we provide for you. We may alter our fees from time to time. Our fees can be found on our website [www.duport.co.uk](http://www.duport.co.uk)
2. Duport reserves the right to charge a fee for the transfer of domains both to and from other providers
3. You agree to pay us the charges quoted on the order form. You may pay online using a payment card or you may contact us to make other arrangements. If any additional charges are payable due to the method of payment you choose, these will be clearly identified before you commit yourself.
4. If you use a payment card, you represent and warrant that you are entitled to do so, that we will receive the full charges in cleared funds free of any charges or deductions (other than any we have agreed to under separate arrangements with a third party), and that neither the issuer of the card nor any intermediary will require us to return any of that money.
5. Your payment of the charges covers your use of the service for one year, from when we notify you that we have accepted your order. If you wish to continue using the service after that, you must order a renewal of your subscription: if you do not do so we shall withdraw the service.

6. We may send you either an actual or a pro forma invoice for the renewal charge as a reminder that your subscription is due to end. If we do, your payment of those charges constitutes an order for the service on, and subject to, our then current terms for the service as they appear on our website.
7. References in these terms to any charges are to the relevant charges and all applicable VAT.

#### **5. Subscription charges**

1. Each subscription service is offered for a fixed period, and may be renewed at the end of that period. Your payment of the charges for each subscription service covers your use of it for the period indicated on the order form, which begins when we notify you that we have accepted your order. If you wish to continue using that subscription service after that, you must order a renewal of your subscription, if you do not do so we shall withdraw the subscription service.
2. We may send you either an actual or a pro forma invoice for the renewal charge in respect of any subscription service as a reminder that your subscription is due to end. If we do, your payment of those charges constitutes an order for that subscription service on, and subject to, our then current terms for the subscription services as they appear on our website.
3. You may at any time transfer your domain to another service provider by contacting the Duport office. Duport will then make the necessary changes to implement the transfer on your behalf following cleared payment of our current transfer fee.

#### **6. Restriction in Duport's liability and warranty**

1. Duport acts as agent for you the client with regard to domain name registration and hosting and enters into contracts with Heart Internet and BB Online on behalf of the client. The client agrees to accept Heart Internet's terms and conditions, BB Online's terms and conditions and Duport's terms and conditions when a service is ordered. Copies of all the above terms and conditions are accessible on our website and by placing an order the client agrees and accepts each and every set of terms and conditions listed. The client has a direct contractual relationship with Heart Internet and BB Online and liability for problems with the service lie with Heart Internet and BB Online.
2. As third party supplier Duport is only responsible for registering domains, hosting services and offering first level support. Duport acts as the client's agent and enters into contracts with Heart Internet and BB Online on behalf of the client. In return for a fee Duport acts as the customer's agent in arranging contracts with Heart Internet and BB online ("the service providers") on the service providers' standard terms of business. Duport will make every endeavour to fix a problem should it occur, but as third party supplier cannot be responsible for any problems arising that are outside our control including problems with the services resulting from the fault of Heart Internet and BB Online. Duport will not have any liability where the problem is the fault of the service providers.

1. Restriction of our liability  
We have no liability for any of the following:

- any loss or damage which does not arise directly and in the ordinary course of events
- any loss of revenue or profit, savings, reputation or goodwill
- the consequences of any domain name you have chosen being unavailable for registration
- the consequences of our exercising our rights under these terms
- any loss or damage resulting from your failure to inform us of a change in your contact details

## 2. Limited Warranty

You choose the domain name entirely at your own risk.

- We do not give any guarantee that domain name is available for registration.
- We do not give any assurance that the registration of the domain, the maintenance of the domain name, or the use of the domain will not infringe the rights of any third party.
- We do not give any other assurances regarding your subscription or the service other than those implied by statute, and any which would otherwise be implied, including those implied by common law, are excluded.
- The client warrants and represents to Duport use of the content or the client software in accordance with these terms and conditions will not infringe the intellectual property rights of any third party.
- All conditions, terms, representations and warranties that are not expressly stated in these terms and conditions, whether oral or in writing ,or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, Duport shall not be liable to the client as a result of any viruses introduced or passed on to the client.

## 7. Disclaimer

1. Duport will not be held responsible for any damages your business may suffer. Duport makes no warranties of any kind, expressed or implied of the services we provide. The exclusions and restrictions of our liability in these terms cover all loss and damage of the kind described however it arises, even if it results from our negligence or from negligence for which we would otherwise be liable.
2. Our total aggregate liability in connection with your subscription and the performance (including the partial, late or non performance) of the service is limited to £500,000.
3. As special exceptions, we do not exclude or restrict any liability we have: (i) for any personal injury resulting from negligence; (ii) under Section 2 of the Supply of Goods and Services Act 1982; (iii) under Part 1 of the Consumer Protection Act 1987 (iv) for fraud. These exceptions do not create any liability which we would not otherwise have.



4. If you are not subscribing to the service in the course of a business, and you are not holding yourself out as doing so, then as special exceptions we do not exclude or restrict any liability that we have: (i) under Sections 13, 14 or 15 of the Sale of Goods Act 1979; (ii) under Sections 3, 4 or 5 of the Supply of Goods and Services Act 1982.

#### **8. Special remedies**

1. If you fail to fulfil your obligations under these terms, in addition to any other right or remedy we may have, we may notify any appropriate authorities (which may lead to enforcement proceedings being brought against you) and/or cancel the Domain name registration and remove any email addresses and content (including emails) from your web hosting service.
2. If we incur any costs or expenses, or have to pay anyone any compensation or costs, in connection with any claim by a third party in connection with your breach of these terms, you must fully compensate and reimburse us (by way of an indemnity) within 30 days of being asked to do so. We may make multiple requests for payment in connection with any such claim, and our acceptance of a previous payment in connection with that claim does not relieve you from making any further payments which may be demanded.

#### **9. Confidentiality and Privacy**

1. In this clause 'Your Information' means all information supplied to us by you and relating to you and your purchase of the service. Other than uses covered by our [Privacy Policy](#), and providing our service suppliers with information as appropriate, we will keep your information confidential and we will use it only in connection with your purchase. However, we may disclose your information: (i) in accordance with any legal requirement; (ii) to our lawyers for the purpose of obtaining legal advice; (iii) to those of our staff who are concerned with providing the service.
2. If you are an individual, we will process your personal information in accordance with our [Privacy Policy](#).

#### **10. Events beyond our reasonable control**

1. We are not in breach of these terms, or liable to you in any way whatsoever, for failing or being late to perform any obligation under these terms to the extent that it is due to a cause beyond our reasonable control (which includes anything which is your fault or within your control).
2. Duport, agents, partners, directors and employees will not be responsible for any losses or damages, direct or indirect resulting from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment failures or shortages, or any other similar force or condition outside Duport's control.

#### **11. Service Levels**

1. Duport is a third party supplier for domains and web hosting and it is BB Online and Heart Internet that are responsible for registering the domain service and supplying the service. Duport does not accept any responsibility whatsoever for responsibility of supplying the service.

2. Heart Internet uses its reasonable endeavors to make the server and the services available to the customer 100% of the time but because the services are provided by means of computer and telecommunications systems, Heart Internet makes no warranties or representations that the service will be uninterrupted or effort free and Heart Internet shall not, in any event be liable for interruptions of service or downtime of the server. Heart Internet carries out data backups for use by Heart Internet in the event of systems failure. Heart Internet does not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly Heart Internet accepts no responsibility for data loss or corruption.
3. BB Online registers and maintains the domain name, redirects emails and carries out web hosting in line with its terms and conditions under Nominate.com terms and conditions of sale.

### **12. Acceptable use policy**

1. The website and use of the services may be used for lawful purposes only and the customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:
  - use the services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the services
  - send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities
  - publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the services or on the website
  - threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others
  - engage in illegal or unlawful activities through the services or via the website
  - make available or upload files to the website or to the services that the customer knows contain a virus, worm, trojan or corrupt data or
  - obtain or attempt to obtain access, through whatever means, to areas of Duport's Internet's network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers
  - operate or attempt to operate IRC bots or other permanent server processes
  - If the Customer fails to comply with the Acceptable Use Policy, which is part of Duport's terms and conditions for domain registration and hosting services, Duport shall be entitled to withdraw the services and terminate the customer's account without notice
2. Web hosting accounts are prohibited from hosting adult content orientated websites, hosting banners, graphics or CGI scripts for other websites, storing pages,

files or data as a repository for other websites or personal computers or giving away web space under a domain, subdomain or directory.

3. Unlimited web space is available for genuine web site content. Content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good housekeeping when maintaining their account.
4. Mail boxes not accessed for 100 days or more will be deleted from the system.
5. All alterations and updates to the website shall be made by the client using the online account management facility, FTP access or SSH access where available. The client will be issued with a username and password in order to access the account. The client must take all reasonable steps to maintain the confidentiality of this username and password. If the Customer reasonably believes that this information has become known to any unauthorised person, the customer agrees to immediately inform Heart Internet and the password will be changed.

### **13. Notices**

1. To be valid, any notice given pursuant to these terms must be in writing and must be sent by fax, email or recorded delivery post using: If the notice is sent to us, our contact details as shown in the home page of our website at the time the notice is sent. If the notice is sent to you, your contact details in the order form or any new contact details of which you have notified us. A notice takes effect at the start of the first day after it is sent (other than a Saturday or Sunday).

### **14. General**

If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

1. You will accept the performance of our obligations by a third party.
2. Neither these terms nor anything we do pursuant to them creates or gives rise to any trust.
3. Except where these terms expressly provide otherwise, they record the entire agreement between us in connection with your subscription, the service, and any other matters mentioned in these terms. These terms cover all aspects of the service, and all issues arising out of your use of it or our performance (including partial, late or non-performance). They bring to an end, and supersede, any pre-existing agreement between you and us concerning any of these things.
4. Neither you nor we have relied on any representation which is not recorded in these terms or will claim otherwise. This does not affect any liability or remedy for fraud.
5. An obligation to refrain from doing something (in whatever language that obligation is expressed) includes an obligation not to attempt or purport to do that thing, and an obligation not to permit or encourage any other person to do that thing.
6. Except where these terms expressly provide otherwise, the remedies provided for in these terms are in addition to the remedies provided by law or equity.

7. We may assign the benefit of our agreement with you to a third party without consulting you, but either we or that third party will notify you of such an assignment, either before or after it occurs.
8. You may not assign any right, benefit or interest in or arising out of these terms to any person, or hold any of these in trust for any person, without written permission from us.
9. Except where these terms expressly provide otherwise, they do not give anyone other than you, us and any permitted assignees any right to enforce them. You and we are entitled to exercise any right to rescind, terminate or vary these terms without the consent of any third party and without informing any third party.
10. Neither you nor we waive or otherwise forego any right to exercise or claim any right or remedy by reason of any delay in exercising or claiming that or any other right or remedy. Nor does any such failure or delay vary these terms, and neither you nor we will claim that it does.
11. If a court rules that any aspect of these terms is illegal, void or unenforceable, the rest continue to have effect as if that aspect had been omitted. But if any such aspect would be lawful and enforceable if some part of it were modified, it applies with whatever such modification is necessary to give effect, so far as is possible, to the commercial intention as recorded in these terms.
12. Except where these terms expressly provide otherwise, any amendment, waiver or variation of these terms is not binding on either party unless it is set out in writing, is expressed to amend these terms, and is signed on behalf of both parties.
13. These terms are subject to English law, and any dispute concerning or arising out of these terms, the service, its performance (including partial, late and non performance) or its use are subject to the exclusive jurisdiction of the English courts.

## **15. Interpretation**

1. You indicate acceptance of these terms and conditions of service by placing an order. These terms and conditions will not be varied for individual customers. In these Terms and Conditions the following words and expressions shall have the following meanings:

**“assurance”** any condition or warranty, any term of any other nature, and any statement, indication or representation in each case whether explicitly stated or implied for any reason, including by virtue of any rule of law (including statute), the nature of the Service, any previous transactions you may have had with us, any circumstances, or any general commercial practices

**“BB Online”** means BB Online UK Limited

**“correct”** means that the information must be good enough to allow us to contact you quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and (if possible for that type of information) must clearly identify you. For your name this also means that the information must be detailed enough that we can tell exactly who you are (in legal terms, exactly which legal entity we have this contract with)

**“domain”** a domain is an address on the internet

**“downtime”** means any service interruption in the availability to visitors of the website

**“Duport”** means Duport Associates Limited

**“Force majeure”** French for "greater force". Frees one or both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as war, strike, riot, crime, act of God (e.g. flood, earthquake, volcano etc.) prevents one or both parties from fulfilling their obligations under the contract

**“Heart Internet”** means Heart Internet Ltd

**“including”** is intended to illustrate specific examples, and it does not restrict the scope of any of these terms in any way

**“intellectual property rights”** means all rights in any part of the world in any intellectual property, including: patents; rights in inventions; rights in designs; rights in trademarks, service marks, trade names, logos, getup and domain names; copyright (including rights in computer programs and other software); rights in databases; rights in performances; moral rights; the right to prevent or restrict the use or disclosure of confidential information and knowhow. In each case this includes all such rights, whether or not register able and whether registered or unregistered, and all applications for the registration or protection of these and any equivalent or similar rights anywhere in the world

**“IP address”** stands for internet protocol address which is the numeric address for the server

**“ISP”** stands for internet service provider

**“may”** indicates that a party is entitled to do (or not do) something. It does not impose an obligation

**“must”** includes an obligation which you agree to fulfill

**“names and web space”** provided and registered through Nominat.com (“BB Online UK Limited”)

**“our website”** means our website at [www.duport.co.uk](http://www.duport.co.uk)

**“order form”** means your order (in the form made available by us through our website and submitted online through our website or printed out and or submitted by fax or post for the Service

**“Personal control panel”** gives access to the hosting account allowing the domain holder to configure things such as site access, email accounts and passwords

**“personal data”** any information about an identifiable living person (for example, name, address or phone number)

**“server”** means the computer server equipment operated in connection with the provision of the services

**“spam”** means sending unsolicited and/or bulk emails

**“service providers”** Heart Internet and BB Online are the service providers for Duport with regards to domain registration and hosting. In return for a fee Duport acts as the customer’s agent

**“services”** means any services identified on the order form or identified on our website and includes web hosting, domain name registration, email and any other services or facilities provided by or for Duport

**“subscription services”** means those of the Services listed under subscription services

**“virus”** means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses"

**“we”** means Duport Associates Limited, a company registered in England under company number 03479577, and 'us' and 'our' are to be construed accordingly

**“will”** denotes an obligation

**“visitor”** means a third party who has accessed the website

**“you”** means the individual, company or other organization identified on the order form as ordering the service and 'your' is to be interpreted accordingly

2. Use of either the singular or the plural includes the other, and references to any gender include all genders.
3. References to you or us include any permitted successors and assigns.
4. References to statutory provisions include those statutory provisions and any subordinate legislation as they may be amended or reenacted from time to time.
5. The use of the word 'including' and the phrase 'in particular' are only intended to illustrate specific examples. The use of these words and examples does not restrict the scope of any aspect of these terms in any way whatsoever.
6. Where used as a reference to a contractual provision, 'term' includes conditions, warranties and other terms of any nature whatsoever
7. Any provision of these terms is a continuing one, and notwithstanding the use of the present tense it is not limited to the time at which these terms are made
8. The headings in these terms are for ease of reference only and do not affect their interpretation.

***Our address is:***

Duport Associates Limited, 2nd Floor, 5 High Street, Westbury-on-Trym, Bristol, BS9 3BY

Tel + 44 (0) 117 3308910, Fax + 44 (0)117 330 8911

Web [www.duport.co.uk](http://www.duport.co.uk) Email [enquiries@duport.co.uk](mailto:enquiries@duport.co.uk)

Product specifications and details of our services may be found at [www.duport.co.uk](http://www.duport.co.uk)

Product specifications and details of Domains hosting can be found at [www.heartinternet.co.uk](http://www.heartinternet.co.uk)

Names and webspace provided are registered through Nominat.com (BB Online UK Limited).

Product specifications and details or Registration of Domains can be found at

[www.bbonline.co.uk](http://www.bbonline.co.uk)