

Terms and Conditions of Service

The contract between the Client/Customer and Manchester Business Resources , hereunder referred to as Manchester Business Resources, includes the following Terms and Conditions, placing of an order with Manchester Business Resources constitutes acceptance of these Terms and Conditions.

1.) Manchester Business Resources will:

a) consider all submitted requests for domain name registration and accept or reject them in accordance with guidelines set by the appropriate issuing organisation.

b) upon acceptance of registration requests submit names for registration and make full registration upon receipt of payment.

c) once placed by whatever mechanism an order is a legally binding contract. Should the client also place an order with another agency which results in Manchester Business Resources being unable to complete the registration then Manchester Business Resources reserve the right to deduct 90% of the registration fee to cover its administration costs.

2.) The domain name registration period runs for a period of from 1 - 10 years.

3.) Once a registration request has been completed no refunds will be made by Manchester Business Resources.

4.) Manchester Business Resources reserve the right to halt the registration or transfer/release of a domain name if outstanding monies are owed to them by the client.

5.) Manchester Business Resources process domain registration requests on a first come, first served basis. Until the client receives confirmation of registration from Manchester Business Resources there is no guarantee that the domain name requested will be registered.

6.) Manchester Business Resources may cancel or halt domain name registrations under certain circumstances, including:

a) completion of the registration puts Manchester Business Resources in conflict with guidelines set by Nominet UK or ICANN

b) Manchester Business Resources believe that there may be conflicts of rights to a particular name.

7.) Manchester Business Resources does not accept any responsibility for the use of registered domain names especially where there may be conflict over rights to ownership.

8.) Manchester Business Resources will do all they can to ensure that the client's details are submitted correctly during registration. Manchester Business Resources will not be liable under any circumstances for loss of profit suffered by the client.

9.) The client agrees that all details submitted in respect of a domain name registration are true and correct.

10.) The client must be able to demonstrate that the registration of a domain name and the way in which it is used (directly or indirectly) does not infringe the legal rights of any third party.

11.) The client indemnifies Manchester Business Resources from any legal proceedings and costs that arise as a result of the registration or use of a domain name.

12.) Manchester Business Resources will attempt to notify the client whenever a service or domain name is due for renewal, it is the clients responsibility to ensure that renewal payments are made prior to the renewal date, Manchester Business Resources will accept no liability should a domain name be deleted by the registrar for non payment and subsequently be re-registered by another party.

13.) The client will be liable for any penalty fees arising as a result of failure to renew the relevant Domain Name within the normal allotted time frame as specified by the relevant Registry.

14.) Data submitted by the client pertaining to the registration of a domain name will not be made available to other organisations and members of the public, apart from that made public by Nominet, ICANN or any other domain name registry.

15.) Manchester Business Resources reserve the right to make alterations to the terms and conditions of domain name registrations and hosting services at any time.

16.) Renewals or Transfers of domain names will be made under Manchester Business Resources terms and conditions of domain name registration in force at that time of renewal / transfer.

17.) Transfer of domain names to another ISP/Host will only be completed on payment of any appropriate transfer fee in place at the time of the request.

18.) Clients who wish to transfer their domain names from their existing ISP to Manchester Business Resources are welcome to do so, a charge for this service is payable and is non refundable in the event that the client's ISP fails to process the transfer.

19.) Manchester Business Resources reserve the right to suspend without warning any hosting service under certain circumstances, including:

a) the amount of space being used exceeds the amount of space allocated.

b) the content of the web site contains material which is considered to be;

- Offensive
- Obscene
- Classified as an illegal activity
- Infringes copyright / intellectual property rights of a third party

c) where the use of or the compromising of any cgi script / MySql database causes the web server to malfunction or affects server operation to the detriment of other clients hosted on the same server.

d) the use of Manchester Business Resources mail servers for the bulk distribution of unsolicited spam email.

e) where the amount of web traffic exceeds the clients allotted quota and/or when the amount of web traffic seriously affects the performance of the web server to the detriment of other clients.

20.) Email & Web Hosting services are provided for a specific period of time as per the order placed by the client, once placed the order forms a binding contract for the period in question, service may be cancelled by the client before the end of the period and the client accepts that no refund for unused periods of service are payable.

a) Continued use of Service and enjoyment of the facilities provided by Manchester Business Resources beyond the billing renewal date will be deemed acceptance of the new contractual term by the client and as such any outstanding monies owed to Manchester Business Resources will be payable by the client. .

21.) Manchester Business Resources reserve the right to remove any email and website files from Manchester Business Resources servers should any service not be renewed by its due date.

22.) Manchester Business Resources reserves the right to change the Customer's password at any time at its sole discretion.

23.) The Customer undertakes that it will not assign, re-sell, sub-lease or in any other way transfer the Manchester Business Resources service or part thereof. Contravention of this restriction in any way, whether successful or not, will result in the service being terminated by Manchester Business Resources forthwith.

24.) Backing up of any Data stored on a web site is the Customers responsibility and Manchester Business Resources will in no way be liable for the loss or corruption of such data.

25.) These terms and conditions constitute the entire agreement between Manchester Business Resources and the client of the domain name. These terms and conditions depose all prior agreements whether verbal or in writing.