

The Fine Print



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For the attention of: Website Users

In this pdf:

- Website Terms and Conditions
- Website Privacy Policy
- Website Disclaimer & Copyright
- Website Hosting Terms and Conditions

Delivered: via direct download

If you have any questions regarding these policies please contact us via email at info@thevmca.com

Terms and Conditions of Website Usage

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Vanessa MacLeod T/A The VMCA's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'The VMCA' or 'us' or 'we' refers to the owner of the website whose registered office is Maslins Close, Ramsbury, Nr. Marlborough, United Kingdom. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties: Your location, language, browser type, computer type, length of visit, pages visited, and any other personal information that is transmitted by you or your computer.

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Privacy Policy

This privacy policy sets out how The VMCA uses and protects any information that you give The VMCA when you use this website.

The VMCA is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

The VMCA may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 15 Oct 2012.

What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual.

The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website.

Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement.

You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by emailing us at info@thevmca.com
- We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please email to info@thevmca.com.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

Website Disclaimer

The information contained in this website is for general information purposes only. The information is provided by The VMCA and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of The VMCA. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, The VMCA takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Copyright Notice

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Terms and Conditions for Hosted Websites

You indicate acceptance of these terms and conditions of service by placing an order with The VMCA.

These terms and conditions will not be varied for individual customers.

1 DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

1.1.1 "downtime" means any service interruption in the availability to visitors of the Website;

1.1.2 "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;

1.1.3 "The VMCA" means The Vanessa MacLeod Creative Agency

1.1.4 "IP address" stands for internet protocol address which is the numeric address for the server;

1.1.5 "ISP" stands for internet service provider;

1.1.6 "server" means the computer server equipment operated by The VMCA (A reseller for Heart Internet UK Ltd) in connection with the provision of the Services;

1.1.7 "the Services" means web hosting, domain name registration, email and any other services or facilities provided by The VMCA.

1.1.8 "spam" means sending unsolicited and/or bulk emails;

1.1.9 "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";

1.1.10 "visitor" means a third party who has accessed the Website;

1.2 Product specifications and details may be found at URL.

1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2 INTRODUCTION

2.1 The Customer wishes to provide The VMCA with data that will be hosted on The VMCA's servers and made accessible via the Internet.

2.2 The VMCA provides web hosting services and has agreed to host the Customer's data upon the following terms and conditions.

3 DUTIES

3.1 The VMCA shall provide to the Customer the Services specified in their order subject to the following terms and conditions.

3.2 The Customer shall deliver to The VMCA the website and the software used in the website which is owned by the Customer, or licensed to him by a third party or The VMCA ("the Customer Software), in a format specified by The VMCA.

4 CHARGES, PAYMENT AND MONEY-BACK GUARANTEE

4.1 Payment methods include credit cards (including MasterCard and Visa), debit cards (including Switch/Maestro) and Paypal.

4.2 The VMCA do not accept cheques, bank transfers, postal orders, cash or any other form of payment other than those outlined in 4.1

4.3 The Charges are exclusive of VAT, which if payable shall be paid by the Customer.

4.4 The VMCA shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

4.5 The VMCA do not provide credit facilities.

4.6 From time to time The VMCA may make enquiries on the Customers company, proprietor or directors of the Customers company with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

4.7 The VMCA does provide “Money-Back Guarantees” on certain products. Should your product qualify for this guarantee please email us at info@thevmca.com within 30 days of placing your order for a full refund of the specified product. This guarantee excludes domain names, and any other annually billed products which may not be cancelled once ordered. Customers are limited to using the money-back guarantee once.

4.8 Pro-rata refunds will not be issued for yearly services that are cancelled before then end of the year.

4.9 Should your chosen payment method fail The VMCA will attempt to settle your invoice using any other payment facilities available on your account.

4.10 All services will renew until cancelled by the customer. The VMCA emails the customers primary email address prior to renewal of services, it is the customers responsibility to cancel services prior to renewal as no refund can be made once renewal has occurred. Customers must notify us at least 72 hours before a service is renewed if they wish to cancel that service. The cancellation process must be fully completed by you before your account is cancelled.

5 IP ADDRESSES

5.1 The VMCA shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.

5.2 Where The VMCA changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to the Customer.

6 SOFTWARE LICENCE AND RIGHTS

6.1 If the Customer requires use of software owned by or licensed to The VMCA (“The VMCA’s software”) in order to use the Services, The VMCA grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use The VMCA Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in The VMCA Software.

6.2 In relation to The VMCA’s obligations under this Agreement in connection with the provision of the Services, the Customer grants to The VMCA a royalty-free, world-wide, non-exclusive licence to use the Customer Software and all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the website (“the Content”). For the avoidance of doubt, this Agreement does not transfer or grant to The VMCA any right, title, interest or intellectual property rights in the Customer Software or the Content.

6.3 The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense The VMCA Software.

6.4 The VMCA may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon termination or expiration of this Agreement, The VMCA shall destroy all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

7 SERVICE LEVELS AND DATA BACKUP

7.1 The VMCA shall use its reasonable endeavours 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, The VMCA makes no warranties or representations that the Service will be uninterrupted or error-free and The VMCA shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 The VMCA carries out data backups for use by The VMCA in the event of systems failure. The VMCA do not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly The VMCA accepts no responsibility for data loss or corruption.

8 ACCEPTABLE USE POLICY

8.1 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:

8.1.1 use the Services or the website in any way to send unsolicited commercial email or “spam”, or any similar abuse of the Services;

8.1.2 send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3 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;

8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.1.5 engage in illegal or unlawful activities through the Services or via the Website;

8.1.6 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

8.1.7 obtain or attempt to obtain access, through whatever means, to areas of The VMCA's network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers.

8.1.8 operate or attempt to operate IRC bots or other permanent server processes.

8.2 The Customer has full responsibility for the content of the Website. For the avoidance of doubt, The VMCA is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3 If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 The VMCA shall be entitled to withdraw the Services and terminate the Customer's account without notice.

9 ALTERATIONS AND UPDATES

All alterations and updates to the website shall be made by the Customer using the online account management facility, FTP access or SSH access where available. The Customer will be issued with a user name and password in order to access the account. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password. If the Customer reasonably believes that this information has become known to any unauthorised person, the Customer agrees to immediately inform The VMCA and the password will be changed.

10 WARRANTIES

10.1 The Customer warrants and represents to The VMCA that The VMCA's use of the Content or the Customer Software in accordance with this Agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to The VMCA as set out in Clause 6.2.

10.2 All conditions, terms, representations and warranties that are not expressly stated in this Agreement, 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, The VMCA shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

11 INDEMNITY

The Customer agrees to indemnify and hold The VMCA and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against The VMCA arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website.

12 LIMITATION OF LIABILITY

12.1 Nothing in these terms and conditions shall exclude or limit The VMCA's liability for death or personal injury resulting from The VMCA's negligence or that of its employees, agents or sub-contractors.

12.2 The entire liability of The VMCA to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

12.3 In no event shall The VMCA be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or The VMCA had been made aware of the possibility of the Customer incurring such a loss.

13 TERM AND TERMINATION

13.1 This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

13.2 The VMCA shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

13.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

13.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

13.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

13.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

13.5 On termination all data held in the customers account will be deleted.

14 ASSIGNMENT

14.1 The VMCA may assign or otherwise transfer this Agreement at any time.

14.2 The Customer may not assign or otherwise transfer this Agreement or any part of it without The VMCA's prior written consent.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17 NOTICES

Any notice to be given by either party to the other may be sent by either email, or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by recorded delivery shall be deemed to be served 2 working days following the date of posting.

18 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20 DOMAIN NAME REGISTRATION

20.1 Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it The VMCA will provide a full refund for that domain name.

21 SCRIPTING

The VMCA are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP are installed and functioning on the web hosting system.

22 PRIVACY

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

23 DATA TRANSFER

23.1 Web hosting accounts include a certain amount of data transfer, if you exceed this amount in any one month your account will be deactivated until you have upgraded to an account that has more data transfer included.

23.2 Web hosting accounts are prohibited from hosting file distribution websites (including but not limited to music, video and software), 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, giving away web space under a domain, sub domain or directory.

24 SERVER USAGE

Should your account use more than 5% of the servers processing power and as a result have a detrimental effect on other customers we will discuss with you alternative solutions for your hosting requirements.

25 AFFILIATE PROGRAMME

The VMCA does not currently offer an affiliate programme.

26 EMAIL NEWSLETTER

The VMCA communicates with its customers via email and as such you agree to receive by email our regular newsletter which contains amongst other things changes to our terms and conditions, notification of major outages, updates to our products & features and special offers.

27 WEBSITE USAGE

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 house keeping when maintaining their account.

28 MAIL BOXES

Mail boxes not accessed for 100 days or more will be deleted from the system.