



Our Company Terms and Conditions

Please read these terms of use carefully before you start to use our services and website.

You agree to be bound by our current terms when using our services and we advise you to check our terms periodically to make sure you are aware of the latest conditions. One Base Media will supply you with various forms of information via email, telephone and other media, you should be aware that any amendments to our standard terms and conditions should only be made in writing, verbal amendments will not be given.

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Reliance On Information Posted & Disclaimer

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from using our services or this website.

Information About Us

www.onebasemedia.co.uk is a site operated by One Base Media Ltd. We are a company registered in England and Wales under registration number 8022975.

Our registered office is 616 London Road, Westcliff-on-Sea, Essex, SS0 9HW.

Our VAT number is 226 8633 91.

Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.



You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our Site Changes Regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our



site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time;

For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information About You and Your Visits to Our Site

- Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment,



computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Links From Our Site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

Jurisdiction and Applicable Law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Trademarks

One Base Media is a UK registered trademark of One Base Media.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Services Obligation

One Base Media will not be liable for any losses of data resulting from any delays, non-delivery, or service interruptions caused by circumstances beyond the direct control of One Base Media, or by errors or omissions of the Customer. One Base Media will not be held liable for indirect, economic or consequential loss whatsoever.

Breach of any Terms and Conditions by our customers shall lead to termination of Services without warning and with no entitlement to a refund.



If we have continually contacted you after your website proof has been sent to you with no reply, One Base Media holds the right to put your website live without warning.

If you are in breach of contract or have not paid your balance we shall terminate Services without warning and with no entitlement to a refund.

All fees paid are non-refundable and once domain names have been registered they cannot be changed in their name or extension without the costs due in the registration of a new name with the appropriate registry costs.

Hosting

We offer various hosting packages and include this in many of our website packages, although if you the customer choose to seek hosting elsewhere we will not refund you for your hosting.

Usernames & Passwords

We supply many customers with usernames and passwords and It is the Customer's responsibility to keep all user names and passwords secure and not allow third parties knowledge or access to them or to store them on any computer in plain text or in a format that is easily accessible. The Customer will notify One Base Media immediately by telephone or e-mail in any event of a username or password becoming known to a third party. The Customer shall notify One Base Media of any action taken against them by a third party and will not hold One Base Media liable for any resulting costs.

Leaving One Base Media

Domain transfer requests – provided that all details are correct the customer has followed the correct procedure and all outstanding invoices & balances have been settled by the customer with One Base Media domains can be transferred away.

If the event arises that the customer wishes to transfer their domain name and website files to another Internet Service Provider, a small transfer charge of £50+VAT will be payable.

One Base Media reserves the right to refuse access via FTP.

If you do not renew your website or are uncontactable your website will be removed from the internet.



Please be aware, files will be removed from servers and a backup of the website will only be stored for a short period of time.

Re-Selling

The Customer Agrees not to re-sell, sub-lease or transfer their accounts in any way shape or form without the proper procedures followed and without us being notified, if this is not followed there will be immediate termination of the services provided by One Base Media.

Any domain name that we have registered can be used for any legal, decent and honest usage on the Internet and must not breach any UK laws. The name cannot be used for any immoral or pornographic use. The registrant agrees to have read and accepted the terms and conditions of the appropriate domain registry before ordering a domain name for registration by One Base Media. One Base Media shall not be liable for indirect, incidental or consequential damages, including loss of income or revenue, data, loss of business, loss of profits or contracts, loss of anticipated savings, loss of goodwill, wasted management or office time, loss of passwords, or information in any event by use of our services.

Renewals

All services will begin on the date the customer purchased their package / product and a yearly renewal will be due 12 months to this exact date (not completion).

One Base Media holds the right to vary the rate charged for domain name registrations, hosting and renewals, we will notify you via telephone or email before any service charges take place.

Fair Usage Policy

Our fair usage policy is part of our terms and conditions that you agree to when you sign up. If offered as part of your package an "Unlimited Changes" function to your website, please note that this is subject to a fair usage policy.

The vast majority of One Base Media clients (more than 95%), will not use this service excessively, however should you be deemed to be over using this aspect of the campaign you may be charged "additional change fees" of £50 per hr.

In the unlikely event we can not get your website how you want it we will refer to recorded phone calls and emails to and from our business to resolve any issues.

Complaints



We do aim to provide all of our customers with the highest level of services. However if for any reason at all you are not satisfied please contact us at accounts@onebasemedia.co.uk and we will respond to your complaint.

Payments

If you have recurring monthly payments on any of our packages which are due to be billed to your credit or debit card then note that if the payment was to decline on any specific date, then One Base Media reserve the right to attempt to bill any overdue payments up to a maximum of 4 weeks after which it became overdue or the overdue amount is cleared (whichever comes 1st)

If your monthly payments are due whilst One Base Media are closed you will be billed on the last working business day before payment date.

Should the account still be in arrears after 4 weeks, One Base Media will impose late payment fees in accordance with the current government legislation.

If you have an outstanding bill due with One Base Media and we are waiting on changes from you i.e. images, content, IPS-Tag change, Domain unlocking, FTP Details, CMS access or any other information, One Base Media holds the right to bill the remaining balance without warning.

Please note One Base Media may have to change sometimes the condition on late payment fees to stay in line with the British Government legislation.

If your payments repeatedly decline we hold the right to terminate your services without warning.

If you wish to stop any monthly recurring payment you must contact us before your payment date, if your invoice has already been created then payment will be outstanding.

Cancellation

Information regarding Cancellation Rights and the Distance Selling Legislation is published by The Government Department for Business, Innovations and Skills (BIS). The Distance Selling (Mail Order, Telephone and Internet Shopping) Fact Sheet can be downloaded from the following link: www.berr.gov.uk/whatwedo/consumers/fact-sheets/page38102.html

The fact sheet was confirmed in September 2009 that businesses do not have the same right to cancel services as customers do – and in particular, Business to Business transactions made



live following an order have no automatic right to cancel even if they have been sold by telephone, text message or through the internet.

Direct Selling Regulations (DSR Regulations) apply to both goods and services where the contract or agreement is made live without any face-to-face contact between the supplier and the consumer, certain goods and services are exempt from these regulations. BSI states that the DSR Regulations do not apply to Business to Business Agreements.

The office of Fair Trading publish a guide entitled “A Short Guide for Businesses on Distance Selling” which can be downloaded from:

www.offt.gov.uk/shared_offt/business_leaflets/general/oft913.pdf

Of particular relevance is page 8 which states “Different rules apply to services where the consumer agrees that the service starts before the usual cancellation period expires”; These are: “Where you have been supplied the required durable information before the service starts and the consumer agrees to the service starting before the end of the usual cancellation period their cancellation rights will end when the performance of the service starts”. Services offered to you One Base Media are made live almost immediately after your confirmation call.

Mid-term cancellation is at the discretion of One Base Media.

Refunds

Refunds are at the discretion of the management team at One Base Media.

Please call 01702 668 207 and ask to speak to the department manager. If you have issued a complaint and the department manager has been contacted we will fully investigate and aim to resolve your complaint within twenty-one working days.

We always welcome feedback and welcome any suggestions or comments.