Terms and Conditions of Sale — RCTHosting Internet Solutions

Effective from 1 January 2027. Version 1.3

1. Who we are and how these terms work

1.1 "I", "me", "we" and "us" mean **Paul [Surname]**, trading as **RCTHosting Internet Solutions** ("RCTHosting"), of **82 Stuart Street, Treorchy, CF42 6SN**. "You" means the customer named on the order or invoice.

1.2 These terms apply to all services I provide: website building, website hosting, email services (mailboxes and forwarding), domain name management, Microsoft 365 licence administration and related support. They apply from your first order and to every invoice thereafter.

1.3 If you are acting as a consumer (not for a business or organisation), you have additional statutory rights, including under the Consumer Rights Act 2015; these terms do not affect them. Sections marked **[Consumer rights]** explain the ones most relevant to my services.

1.4 Placing an order, or continuing to receive services after receiving notice of these terms, means you accept them. If anything conflicts with your written purchase terms, my terms prevail unless I agree otherwise in writing.

2. Services

2.1 **Website build (Starter Website).** A website of up to 4 pages, built on my template platform, delivered within 2 weeks of receiving from you everything I need (text, images, logo if any, and access to any existing domain). Delivery times run from that point, not from payment.

2.2 **Design revisions.** The build fee includes **three (3) rounds of revision** to the same design — a round meaning one batch of your requested changes to the design presented to you. Revisions beyond the three included rounds are charged at my then-current hourly rate (**£35 per hour**, minimum one hour). **You are strongly encouraged to gather all decisive information — text, images, colour and layout preferences, and the content of every page — before the build starts.** Customers who supply complete, settled content rarely need even one revision round; indecision is the main cause of extra cost.

2.3 **Website build (Community Build).** A free template-based build for registered charities, non-profit societies and community groups. Available to **3 groups per calendar year**; availability is decided in order of application. You pay hosting only (Charity Essentials). Revision rounds under 2.2 apply equally to Community Builds.

2.4 **Rescue, transfers and re-builds.** Moving a website from an existing provider to me is treated as a **new build on a new template** — a fresh, modern site carrying over your content and branding, **not an exact copy of your old website**. Quoted as a fixed job before any work begins; the quoted price is binding.

2.5 **Custom work.** Bespoke development beyond the template platform is quoted at **£35 per hour** in advance. I no longer undertake custom WordPress builds; legacy maintenance is by separate agreement.

2.6 **Hosting. Charity Essentials (£9/month)**: hosting and 24/7 uptime monitoring. **Website Essentials (£18/month)**: hosting, 24/7 uptime monitoring, and up to 15 minutes of support and website updates per month. Unused support minutes do not roll over and have no cash value.

2.7 **Support beyond the included allowance.** Additional support in blocks of 15 minutes at £9/month per block, or ad hoc at £35 per hour. Support covers content updates and technical maintenance; new pages or major redesigns are quoted separately.

2.8 **Email services (always billed separately from hosting).** Mailbox at your own domain **£9/month per mailbox** (up to 5 GB storage, weekly backups, no spam filtering); forwarding to an existing address **£1.75/month**. Storage overruns: I will contact you before anything is deleted.

2.9 **Microsoft 365.** Licences arranged at your request at cost plus 15%. Administration, setup and migration work is charged at £35 per hour. The licence is a contract between you and Microsoft; I facilitate it but do not warrant the service.

2.10 **Domain names.** Registered or renewed at cost plus a **£30 administration fee**. Domains remain your property; I hold and manage them on your behalf and will transfer them to you or a registrar of your choice on request, subject to any registrar fees.

2.11 **Uptime monitoring.** All hosted sites are monitored 24/7. If your site goes down, I am alerted and act — usually the same day. I commit to reasonable endeavours, not to a guaranteed response time; scheduled maintenance will be notified where reasonably possible.

3. Orders, quotations and commencement

3.1 Prices are as published on my website or in a written quotation. Quotations are valid for 30 days.

3.2 A build project starts when I receive the **£150 build fee** and the content I need from you. If you choose the instalment option, the build starts on receipt of content and the fee is collected as an additional £15/month on your hosting Direct Debit during year one.

3.3 For monthly services, the first billing month begins when the service goes live.

4. Payment

4.1 **Monthly services** (hosting, email, support blocks, licence margins) are collected monthly in advance by **Direct Debit via GoCardless**. You receive an itemised invoice by email; separate services always appear as separate lines.

4.2 **One-off fees** (builds, rescue jobs, transfers, hourly work) are invoiced as agreed — in advance for builds, on completion or as stated in the quotation otherwise.

4.3 **Failed Direct Debits.** GoCardless may automatically retry a failed payment. I will contact you to resolve the payment and will keep your services running while we do. If a payment remains unresolved **30 days after the due date**, I may suspend the affected services until the account is cleared; I will always tell you before suspending anything. Suspension for non-payment is without prejudice to your obligation to pay sums due.

4.4 You may not withhold payment claiming a set-off against a dispute; disputes are resolved under section 9.

4.5 **VAT.** I am not registered for VAT. Prices stated are therefore inclusive of all applicable taxes.

4.6 **Third-party charges and licences.** Any third-party licensing fees connected with your services (for example software licences, template platform fees, or Microsoft 365 licences arranged on your behalf) are **your responsibility**. Where such a fee is charged to me for your benefit, it is passed through to you at cost, itemised on your invoice.

4.7 **Transfer and exit costs from your previous provider.** If you ask me to move a website, domain or email service from an existing provider, **any charges that provider imposes — including exit fees, transfer fees or early-termination charges — are your responsibility.** It is **your responsibility to check with your current provider** whether any exit or transfer fees are payable and to arrange payment of them. I will tell you promptly if I become aware of such a charge, but I do not pay providers' exit fees on your behalf and will not be liable for them.

5. Your responsibilities, delays and cancellations

5.1 **Supply of information.** You confirm you own or are authorised to use any domain, logo, text, image and other material supplied to me, and that using them in your website will not infringe anyone's rights.

5.2 **Delays.** I will not be held accountable for delays to any project caused by: you not promptly providing information or materials I have requested; indecision on your part; or changes of direction requested after work has begun. Where such a delay occurs, delivery timescales are extended accordingly and I will tell you the revised position. Work awaiting your input may be paused after **21 days** of no response, and resumed when the information arrives — no refund of the build fee applies in the meantime, as the fee covers the work, not a calendar deadline.

5.3 **Content responsibility.** You are responsible for the legality of your website's content, including compliance with the UK GDPR for any personal data your site collects (I can help you with a privacy notice).

5.4 **Cancelling monthly services.** Either of us may end any **monthly service** by giving **14 days' written notice** (email is fine). Notice from you takes effect 14 days after it is received; I will confirm and tell you the final billing date.

5.5 **Build fee.** The £150 Starter Website fee becomes **non-refundable once work has begun** (section 3.2 defines when work begins). If you cancel before work begins, it is refunded in full. If I cancel the build for reasons not of your making before completion, you receive a full refund of everything paid for the build.

5.6 **Rescue jobs and quoted one-offs:** a cancellation after work begins is charged for the proportion of work completed.

5.7 **[Consumer rights — 14-day cooling off.]** If you are a consumer and ordered a service away from my premises or online, you generally have 14 days to cancel without giving a reason. For services, if you ask me to begin during that period and then cancel, you pay only for the part already delivered. For the build fee this means: cancel during cooling-off **before** I start work and you are refunded in full. Tell me you wish to cancel in any durable form (email is fine).

5.8 **Data after cancellation.** On cancellation I take a final backup and retain your website files and mailbox contents for **30 days** (so a change of heart costs nothing but the arrears), then permanently delete them. Domain names remain yours (section 2.10) and will not lapse as a result of ending hosting, unless you tell me otherwise.

5.9 **Transfers out.** I will cooperate with any new provider you move to, including unlocking domains and providing zone files, within 14 days of your request, provided your account is not in arrears. Charges your new provider or your outgoing providers impose are governed by section 4.7.

6. Support requests

6.1 **All support requests must be sent to the support help desk at** helpdesk@rcthosting.com (or via the form on the website), **not** to my regular administrative correspondence address. This ensures your request is logged, tracked and answered in order rather than lost in general correspondence.

6.2 **Confirmation.** You will receive an automatic confirmation email for every request received at the help desk. **If you do not receive one within a few minutes, please get in touch by other means** — phone (0800 031 8806) or your usual contact address — so your request can be picked up promptly. Do not assume a silent help desk means a request was received.

6.3 Requests sent to the wrong address will be redirected to the help desk by me where I see them, but I cannot guarantee they are seen, logged or actioned — so please use the help desk first.

6.4 Support is responded to during normal working hours, in order received. Website outages detected by monitoring are handled proactively under section 2.11 and do not need a help-desk ticket.

7. Liability

7.1 I provide the services with reasonable skill and care. Nothing in these terms excludes liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be excluded.

7.2 I am not liable for: losses arising from content you supply; failures of third-party platforms (registrars, Microsoft, upstream networks) other than to pursue them on your behalf; costs or losses arising from your previous providers' charges (section 4.7); or losses of revenue, goodwill or indirect losses generally.

7.3 Where a service fault is my doing, my liability is limited to **the amounts you paid me in the 3 months before the claim**, plus correcting the fault. This limit does not apply to the exclusions in 7.1.

7.4 **Backups:** hosted services are backed up weekly. You remain responsible for keeping your own copies of anything you could not bear to lose; I make no warranty that any particular item of data will be recoverable.

8. Complaints

8.1 If you are unhappy with anything, tell me — phone or email — and I will try to put it right quickly and fairly. Sole-trader services live on goodwill; complaints are always welcome as a way to improve.

8.2 Consumers may also use **Online Dispute Resolution** (ec.europa.eu/consumers/odr) or refer certain disputes to trading standards. Nothing here limits your statutory rights.

9. General

9.1 I may update these terms; I will give **30 days' notice** of any change affecting you by email, and continued service after that date constitutes acceptance. Price changes are treated as notified under personal notice (my price letters) rather than implied by website publication.

9.2 If any provision is found unenforceable, the remainder stays in force.

9.3 These terms are governed by the law of **England and Wales**, and the courts of England and Wales have jurisdiction.

Contact for all matters under these terms: Paul [Surname], RCTHosting Internet Solutions · 82 Stuart Street, Treorchy, CF42 6SN · 0800 031 8806 · [email] Registered with the Information Commissioner's Office, registration **ZA311269**.

Support requests: helpdesk@rcthosting.com — every request receives an automatic confirmation email; if yours doesn't arrive, contact me by another means.

Notes for you (not part of the document)

1. **Have sections 5 and 7 checked by an English solicitor before publishing.** The delay clause (5.2) and exit-fee clause (4.7) are drafted to protect you without being unreasonable, but legal review is cheap insurance.
2. **Section 5.2's 21-day pause** stops indefinite zombie projects while avoiding any accusation of abandoning the job. Adjust or delete if you'd rather not have a defined pause point.
3. **Help desk auto-confirmation (6.2)**: the terms now promise a confirmation email — make sure your helpdesk mailbox actually sends one (most mail providers can do this with an auto-response rule; a ticketing system like Zoho Desk or Freshdesk would formalise it). If the confirmation ever fails silently, the fallback line protects both sides, but the auto-reply itself is what makes the promise real.
4. **The transfer-as-rebuild clause (2.4)** also quietly helps your pricing: it prevents rescue-job customers expecting pixel-perfect clones of tired old sites, and positions every transfer as a modernisation.
5. **Revision rounds (2.2)**: define "a round" in conversation the same way the term does — one batch of changes presented together counts once. "3 revision rounds included" is a strong selling point for the website copy and Annex G.
6. **Still outstanding:** your surname and general contact email in the contact block. Everything else is now complete.