

# Web Management & Hosting Only Plans Terms of Service

Online Designs is a trading name of Kwoosh Ltd
Registered address Bellingham House, 2 Huntingdon Street, St Neots, Cambridgeshire, PE19 1BG
Registered in England & Wales. Company Number: 12637442
Date: November 2025

For more info on all of this, see: <u>help.onlinedesigns.uk</u>

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#### IN SUMMARY

### By being on our Web Management or Hosting Only Plan, you agree to:

- Pay your plan monthly and not default on any payments.
- Provide all website content (text, images) you have rights to use.
- Communicate primarily via email.

#### We agree to:

- Keep your website safe and operational.
- Provide the services outlined in your plan.

### 1. What is included

### **Your Web Hosting**

- Management and billing of your hosting plan.
- Connection of your website to your domain.\*

### **Technical Support**

Basic technical support for issues that occur on our end.

### **Discounted Domain Names**

 We can manage your .co.uk, .com or .org.uk domain names in our professional GoDaddy account for £1 a month each.\*\*

### **SEO & Analytics**

• Basic SEO (meta tags, alt text, Google Search Console) completed during the design of the website.

### **Content Changes (Web Management plan only)**

- Changes to existing text and images.
- Adding new text or images within the current design.
- Answering website-related queries.

### **Hosting Only Plan -**

This plan does NOT include Content Changes.

# 2. Responsibilities

### What is our responsibility and what is yours, as the client?

#### Ours:

- Monitor technical performance and fix issues under our control.
- Make agreed content/design changes promptly (usually within 1 week).
- Ensure eCommerce/payment systems remain online if alerted to issues.

#### Yours:

- Provide accurate, up-to-date content.
- Monitor your website for errors, outdated content, and broken forms.
- Ensure your business policies, GDPR compliance, and data handling are correct.
- Notify us promptly of technical issues, errors, or content changes.
- Manage your business operations, orders, or communication systems.

### Things to note:

- You must notify us promptly if you see an issue before us, as we can not monitor sites 24/7.
- \*If you are in control of your domain name and this leads to a fault or disconnection to your website, you are responsible for rectifying this.
- We do not take responsibility for errors you do not inform us of, or any loss of business or damage to business reputation due to technical failures, bugs or errors on websites whether in our control or yours.
- No ongoing SEO or traffic guarantees. Marketing is your responsibility.
- We can embed analytics codes, but third-party access is limited and any changes by others are your responsibility.
- \*\* Very occasionally your chosen domain may be a 'premium domain' and cost more. We will inform you before any commitment or billing takes place.

### **Fair Usage Policy**

We aim to be flexible, but excessive requests may require additional fees. Read the Fair Usage policy on our Help Hub. <a href="https://help.onlinedesigns.uk/post/check-your-contracts">help.onlinedesigns.uk/post/check-your-contracts</a>

### **Our Plans Do NOT Include:**

No plan includes anything that falls under the category of managing your business. This includes but is not limited to:

- Management of eCommerce systems, eg managing orders, products etc. This is part of you running your business and is not the job of a web designer.
- Managing or monitoring communications through your website.
- · Business consultancy.
- Undertaking any marketing or SEO work separate to the items included in the plan unless quoted for.
- Totally overhauling the design of the site. This would be quoted for separately.
- Notifying you of new website functionality or coming up with ideas.

### 3. Communication

- Email is our primary communication channel.
- Responses may be delayed during holidays or out-of-office periods.
- Unplanned phone calls cannot be answered.
- Timely communication from you is required to maintain progress.

### 4. Renewals, cancellations & payments

### Annual/Yearly renewals of website plan:

- This means you commit to pay for 12 months.
- You will receive notification of your upcoming yearly renewal.
- You can cancel by providing 5 working days' notice before renewal occurs.
- If we don't hear otherwise, we will automatically renew your website hosting on the most appropriate plan to ensure there is no loss of service.
- Full-year fees are payable if your notice of cancellation is late, as hosting costs are paid upfront.
- The full contracted amount remains payable until renewal date. If you cancel mid-term you will pay the rest of the invoice in a lump sum in order to complete the term.

### Monthly renewals of website plan:

- This means you commit on a monthly rolling basis.
- You can cancel anytime with 1 month's notice.

### **Direct debit payments**

- Your payments will be taken via Direct Debit through GoCardless and will show on your bank statement as GoCardless.
- If you cancel your direct debit without setting up a new one, we will begin sending your invoices to you each month which will need to be paid manually.
- If your invoices are **not being paid**, we will start to take action after the **third** unpaid invoice and put your account into probation.
- We reserve the right to automatically take payment for any overdue invoices if the direct debit link is still open.

#### Monthly manual or standing order payments

- If you have chosen to pay manually each month, you will receive an invoice each month by email and this is payable within 7 days.
- If an invoice is unpaid after 7 days you will start receiving automatic reminders.
- If three invoices are unpaid, we place your account into probation.

### **Account Probation**

- You will have until the third most recent invoice is due to make full payment which will cover all currently outstanding amounts.
- If the invoice is paid on time your services will continue as normal.

- If it unpaid after this period, we will turn off your services which might include your website, mailbox and domain name. You will lose valuable business data from this action.
- At this point, you will receive an invoice to cover the full contracted amount until your renewal date. This is because whether or not your services are online, you will still owe the full amount agreed until your renewal date.
- Continued failure to pay will result in debt collection services.
- As your lack of payment is a breach of contract, we are not obliged to put your services back online or to continue working with you even if the invoice is paid. We also reserve the right to not renew your services at your renewal date if we feel you will default again.
- If you enter probation again in the same year, we will not renew your services at your renewal date and our relationship will cease.

#### Non-UK clients:

You will receive annual payments via invoice; same cancellation rules apply.

### Transferring Website and/or Hosting to another provider

- The platform that we build our websites on does not allow you to host your website on any other service than the builder itself (wix.com). You cannot move the website, files or hosting to another server.
- We do not allow customers to transfer their websites to another web design company. If
  you wish to use another web design company, you need to cancel your contract with us as
  per the cancellation section and begin a new project with another company. The designs
  remain our copyrighted property and therefore cannot be edited by another company.
- The exception is if you came on board with an existing wix.com website such as via the Wix Marketplace which we worked on. If you had originally created your wix.com website yourself and you came onto our Web Management plan, we are happy to transfer your website back to your individual control. Cancellation policies still apply. This only applies if we still use your original website platform. If we started from scratch and moved your hosting plan over, you cannot have the new website transferred.

## 5. Domain & Email Management

### **Email Hosting Services**

- Email hosting is providing you with access to custom email addresses. Our email hosting providers are safe, secure and GDPR complaint.
- We use Microsoft 365 or Google to provide our services.
- We do not guarantee that the server will be free from unauthorised users or hackers and
  we shall be under no liability for non-receipt or mis-routing of email or for any other failure
  of email. We are the managers but not the owners of your email service.

#### **Transferring Email Hosting**

- If you wish to transfer your email hosting to another provider, you will need to find another reseller who can take over your email tenancy and manage your email administration for you.
- We are happy to communicate with your new company and answer any queries they may have. They can contact us be emailing <a href="mailto:hello@onlinedesigns.uk">hello@onlinedesigns.uk</a>.
- We pay upfront for your email hosting and cannot recover the cost (even if you move your emails away from us) so our agreement will stay in place until the end of our renewal period. If you would like to end our agreement early, we can send you a balance invoice to clear your account and this would terminate this agreement early. We cannot transfer email hosting to an individual who is not an email provider.

### **Domain Name Management**

- This is management and registration of your chosen domain name(s) which you'd like your website to be found at.
- You will be the named Registrant from a legal perspective.
- Our token management fee allows us to manage the domain(s) on your behalf, ensuring seamless renewal and stable connection to your website.
- If you cancel your website hosting at any point, you may be subject to outstanding domain name registration costs.
- Sometimes customers choose to register and retain control of their Domain Name. If you are in control of your domain name and this leads to a fault or disconnection to your website, <u>you</u> are responsible for rectifying this. These issues are common when the domain is being managed by a client. We cannot fix these issues unless they are under our management. We will also require you to sign a Domain Name Disclaimer in this instance.

### **Transferring Domain Name Registration**

- If you wish to transfer your domain name registration to another provider, ask your new provider to initiate a transfer and we will work with them.
- We are happy to communicate with your new company and answer any queries they may have - they can contact us be emailing <a href="mailto:hello@onlinedesigns.uk">hello@onlinedesigns.uk</a>.
- We pay upfront for your domain name registration and cannot recover the cost (even if you
  move your domain name away from us) so our agreement will stay in place until the end of
  our renewal period. Your domain name renewal balance will transfer along with the domain
  name. If you would like to end our agreement early, we can send you a balance invoice to
  clear your account and this would terminate this agreement early. See Fees section in
  Cancellations for more info.

# 6. If we stop trading

### Ceasing to trade / forced closure

• In the event that Kwoosh Ltd are no longer trading, we will transfer ownership of your domain name to you or someone within your company, as this is your most valuable asset.

- Regarding your other services, we will write to you to inform you that this is happening, and give you options of how you can move forward.
- In extreme circumstances (eg both directors deceased), backup and continuity is not guaranteed; regular backups of your mailboxes are recommended.

### 7. Liability and legal

- We do not guarantee error-free operation.
- Kwoosh Ltd and Online Designs are not liable for indirect, incidental, or consequential losses, including lost profits.
- Any unlawful or unenforceable provision is severable.
- This agreement cannot be transferred without written consent.
- English law governs this agreement, and disputes fall under the exclusive jurisdiction of the English courts.

# **Agreement**

By signing up for a Web Management Plan, you acknowledge that you are entering into a legal agreement with Kwoosh Ltd.

We may update these terms; the latest version will always be visible at: <a href="https://help.onlinedesigns.uk/post/check-your-contracts">https://help.onlinedesigns.uk/post/check-your-contracts</a>

We look forward to working with you, Kathryn Moir & Shaun Cooke – Online Designs (Kwoosh Ltd)