

Journey Hosting Terms & Conditions

You should understand that by using our Hosting Services you agree to be bound by these terms and conditions.

1. Hosting Service

- 1.1. We warrant that (subject to the other provisions of these terms and conditions) Hosting Services purchased from us will be provided with reasonable care and skill.
- 1.2. We will not be liable for a breach of the warranty in clause 1.1 unless:
 - 1.2.1. you give written notice of the breach to us through our support ticket system hello@journey.travel and
 - 1.2.2. we are given a reasonable opportunity after receiving the notice of examining our provision of the Services to you.
- 1.3. We will not be liable for a breach of the warranty in clause 1.1 if:
 - 1.3.1. the problem arises because you failed to follow our oral or written instructions as to the use of the Services (if there are any); or
 - 1.3.2. you alter the Services without our written consent; or
 - 1.3.3. the problem arises because of misuse.
- 1.4. Subject to clause 1.2 and clause 1.3, if we are in breach of the warranty in clause 1.1 we will, at our expense, use all reasonable commercial efforts to remedy the breach promptly or refund the price of the Services at the pro rata Contract price. This constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 1.1. Notwithstanding the foregoing, we do not warrant that your use of the Services will be uninterrupted or error-free.
- 1.5. We reserve the right to modify the Services without notice to you provided such modification does not adversely affect your access to, or use of, the Services or detract from the overall performance of the Services. Any change which may have such adverse effect on you or may detract from the overall performance of the Services will be notified to you at least one working day prior to the change taking effect.
- 1.6. You acknowledge that you have not relied on any other statement, promise or representation made or given by or on our behalf or otherwise confirmed in writing by us. Nothing in this clause will exclude or limit our liability to you for fraudulent misrepresentation.

2. Access to the Hosting Service

- 2.1. By default no access is granted to any hosting accounts.. You are also responsible for ensuring that all persons who access our Services through your Internet connection are aware of these terms and conditions and that they comply with them.

3. Hosting Service service levels

- 3.1. We will use our reasonable endeavours to make the Hosting Service available to you for ninety-nine (99) per cent of each year. We do not warrant access will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum. We shall make all commercially reasonable efforts to provide you with advanced notification of all scheduled outages.
- 3.2. Service credits or refunds are not given for any form of downtime or service unavailability.
4. IP addresses
 - 4.1. You will have no right, title or interest in any internet protocol addresses ("IP addresses") allocated to you, and any IP addresses allocated to you are allocated as part of the Hosting Service you purchased and are not portable or otherwise transferable by you in any manner whatsoever.
 - 4.2. If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.
 - 4.3. You agree that you shall have no right, title or interest to any IP address upon expiry or termination of the Services, and that the acquisition by you of a new IP address following expiry or termination of the Services shall be solely your responsibility.
5. Back-up of your Material
 - 5.1. As part of your hosting package with us we will back up your website daily. This back up is for our use only. You will not be given access to the back-up we maintain pursuant to our archiving procedure.
 - 5.2. It is your responsibility to arrange with us or for you to maintain appropriate additional and up-to-date back-up copies of any data, information or other material you upload (or permit to be uploaded) onto the Hosting Service ("Material") In the event of loss of or damage to your Material, you will not be given access to the back-up we maintain pursuant to our archiving procedure.
 - 5.3. We will follow our archiving procedures for the data stored on our Hosting Service. In the event of any loss or damage to our Hosting Services, your sole and exclusive remedy will be for us to use reasonable commercial efforts to restore the data on our Hosting Service (including your Material) from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.
6. Hosting Service usage limitations
 - 6.1. All our Hosting Service packages come with a variety of web space allowance provided that you do not use the Hosting Service as a backup of, or repository for, your Material.
 - 6.2. The Hosting Service package does not come with any limits on bandwidth. However if the bandwidth use has a negative and detrimental affect on other accounts then your Hosting Service will be automatically capped or suspended. If this happens, you will have to upgrade your Hosting Service package.
 - 6.3. The Hosting Service package does not include the supply of any email accounts.

7. Support – For more information on our support packages please contact us.
 - 7.1. If a problem has arisen with regard to any services we provide, you can access support through our support ticket system hello@journey.travel twenty-four (24) hours a day, seven (7) days a week. (Support services are only manned during UK office hours – 8.30am to 5.00pm, Monday to Friday excluding UK Bank Holidays.)
 - 7.2. We will endeavour to respond within 24 hours.
 - 7.3. The level of support service we will provide you will depend on the support package you have agreed to.
 - 7.3.1. As standard all our digital service customers are on our standard rate priced at £75 per support credit.
 - 7.3.2. We offer a credit based support system where any number of credits can be purchased. Each credit is worth half an hour of support time and the minimum usage per request is 1 credit. For information on credit pricing please contact us.
8. Domain Names
 - 8.1. Where requested the hosting package includes our Domain Registration and Renewal Service:
 - 8.1.1. we will endeavour to procure the registration of the domain name you request;
 - 8.1.2. we will not be liable in the event that the relevant domain name registry refuses to register the domain name you request, or subsequently suspends or revokes any registration for that domain name.
 - 8.2. You confirm and warrant that you are the legal owner of any domain name (or have the authority of the legal owner to use such domain name) supplied by you, or otherwise authorised by you, for use as a domain name in connection with any website in relation to which the Hosting Service supplied to you is used.
 - 8.3. Once the domain name has been successfully registered, it will need to be renewed periodically to ensure you retain your registration of it. We will automatically renew your domain name at the time of renewal and send you an invoice for the cost and service of the renewal. If you do not wish to renew the domain name you must send your renewal cancellation notices thirty (30) days before the renewal date of your registered domain name. You hereby authorise us to automatically renew the domain name for you unless you have cancelled the Domain Registration and Renewal Service.
9. Intellectual property rights
 - 9.1. You, or your licensor, retain all intellectual property rights in your Material, and you grant to us a worldwide, non-exclusive, royalty free licence to use, store and maintain your Material on our servers and publish your Material on the Internet for the purpose of providing the Hosting Service to you. You warrant that your Material does not infringe the intellectual property rights of any third party and you have the authority to grant the licence to us. We may make such copies as may be necessary to perform our obligations, including making back-up copies of your Material.

- 9.2. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services or of any claim or action that your Material infringes, or allegedly infringes, the intellectual property rights of a third party.
- 9.3. We will have no liability to defend or indemnify you if the alleged infringement is based on:
 - 9.3.1. a modification of the Hosting Services by anyone other than us;
 - 9.3.2. your use of the Hosting Services in a manner contrary to our instructions or our acceptable use policy <https://journey.travel/terms-conditions/>
 - 9.3.3. your use of the Hosting Services after notice of the alleged or actual infringement from us or any appropriate authority.

10. Our liability

- 10.1. We may monitor but do not have any liability for your Material or any other communication you transmit, or allow to be transmitted, by virtue of the Hosting Services.
- 10.2. Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the Hosting Services will be free from hackers or unauthorised users. You shall be liable for the content of any emails transmitted by virtue of the Hosting Services, for any material you upload to, or allow to be uploaded to, our servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the Data Protection Act 1998 and all other privacy laws, regulations and guidance notes made or issued thereunder).
- 10.3. All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.
- 10.4. We do not exclude or limit in any way our liability:
 - 10.4.1. for death or personal injury caused by our negligence;
 - 10.4.2. under section 2(3) of the Consumer Protection Act 1987;
 - 10.4.3. for fraud or fraudulent misrepresentation; or
 - 10.4.4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 10.5. We will not be responsible for the following types of losses (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise:
 - 10.5.1. loss of income or revenue;
 - 10.5.2. loss of business;
 - 10.5.3. loss of profits or contracts;
 - 10.5.4. loss of anticipated savings;

- 10.5.5. loss of goodwill;
- 10.5.6. loss of software or data;
- 10.5.7. wasted expenditure (such as pay per click advertising costs); or
- 10.5.8. wasted management or office time.

10.6. Subject to clause 10.4 and clause 10.5, our maximum aggregate liability under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed one hundred and ten (110) per cent of the price you have paid to us for the Services during the twelve (12) months preceding the event giving rise to the liability in question. Accordingly, you are advised to acquire business interruption insurance, or other appropriate insurance, to protect you and your business in the event of interruption of the Services (in particular the Hosting Service).

11. Deletion of your data

11.1. If you cancel your Services, any data we hold or host in relation to the Services you have cancelled may be immediately and permanently deleted from our system. Accordingly, you are strongly advised to make appropriate copies of such data before you cancel your Services.

12. Events outside our control

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("Force Majeure Event").

12.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- 12.2.1. misuse, alteration or interference by you or any third party of our systems (including virus and hacker attacks);
- 12.2.2. strikes, lock-outs or other industrial action;
- 12.2.3. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 12.2.4. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 12.2.5. impossibility of the use of public or private telecommunications networks; and
- 12.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

12.3. Our performance under the Contract will be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

13. Our right to vary these terms and conditions

- 13.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 13.2. You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the Acceptance Confirmation).
- 13.3. No variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.