



HOSTING & MAINTENANCE AGREEMENT

Reliable hosting, proactive maintenance and straightforward support for your website.

VERSION

2.0

STATUS

Current Version

EFFECTIVE FROM

1 July 2026

DOCUMENT REF

TIC-HMA-0001

Document control

Document title	Hosting & Maintenance Agreement
Document owner	The Ideas Cupboard Limited
Trading name	TIC
Version	2.0
Status	Current Version
Classification	Public
Effective date	1 July 2026
Review date	July 2027

Revision history

Version	Date	Author	Summary of changes
1.0	June 2026	TIC	Initial publication framework
2.0	July 2026	TIC	Expanded managed hosting and maintenance terms

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Our Promise

We've written this agreement in plain English because we believe contracts should be understood, not deciphered.

We aim to provide reliable managed website services while building long-term relationships based on trust, transparency and honest advice. This agreement explains the services we provide, what you can expect from us and what we'll ask from you in return.

We don't believe in locking clients into unnecessarily complicated contracts or relying on confusing legal language. Instead, we've written this document to clearly explain how we work and how we'll support your business.

If anything in this agreement isn't clear, please ask before purchasing or renewing your services. We'll always be happy to explain.

Our Approach

At TIC, we believe technology should make running a business easier, not more complicated.

Whether we're hosting your website, carrying out routine maintenance or providing technical support, our goal is to keep your online presence secure, reliable and performing at its best.

We believe clients stay with TIC because they value the quality of our service, the advice we provide and the relationships we build, not because they're tied into unnecessarily restrictive contracts.

If your business needs change, we'll always work with you to make any transition as straightforward and professional as reasonably possible.

Agreement at a glance

Company	The Ideas Cupboard Limited
Trading name	TIC
Applies to	Managed Website Hosting & Maintenance Services
Customer type	Business customers only
Standard support	Monday to Friday, 9:00 am to 5:00 pm
Emergency support	Available where reasonably possible outside business hours

Standard hourly rate	£60 per hour
Emergency hourly rate	£120 per hour, unless included within your package
Payment terms	7 working days
Agreement version	2.0

1. About This Agreement



IN SUMMARY

This agreement explains the managed website services provided by TIC. It sets out what is included within your service, the responsibilities of both parties and how we will work together to keep your website secure, reliable and up to date.

1.1 Scope of this Agreement

This Hosting & Maintenance Agreement applies to the managed website services provided by The Ideas Cupboard Limited, trading as TIC.

It constitutes the contractual agreement between TIC and the client for the provision of website hosting, maintenance, and associated services, unless both parties have signed an alternative written agreement.

This agreement applies to business customers only.

1.2 Documents Forming the Agreement

This agreement should be read alongside:

- Your quotation or proposal.
- Any client-specific service schedule.
- Our Privacy Policy.
- Our Cookie Policy.
- Our Website Terms of Use.

Where a client-specific agreement differs from this document, the client-specific agreement will take precedence for the services to which it relates.

1.3 Changes to this Agreement

Technology, legislation and security requirements change over time.

TIC may update this agreement where it is reasonably necessary to reflect changes in legislation, industry best practice, security requirements or the services we provide.

Where changes materially affect an existing service, reasonable notice will normally be provided before the updated agreement takes effect at the next renewal.

The latest version of this agreement will always be available on our website together with its version number and effective date.

1.4 Acceptance of this Agreement

This agreement forms part of the contract between TIC and the client for the provision of managed website hosting, maintenance and associated services.

The client will be deemed to have accepted this agreement where any of the following occurs:

- A quotation or proposal is accepted.
- An invoice relating to the services is paid, in whole or in part.
- The client instructs TIC to commence work.
- The client requests the provision of services following receipt of this agreement or where these terms have been made available.
- The client continues to use the services following their commencement or renewal.

A separate signed copy of this agreement is not required for these terms to become binding.

By accepting a quotation, paying an invoice, requesting services to commence or continuing to use the services provided by TIC, the client confirms that they have had the opportunity to read this agreement and agrees to be bound by its terms.

2. Services Covered



IN SUMMARY

This section outlines the range of managed website services that TIC can provide. The exact services included will depend on the package or quotation.

2.1 Scope of Services

TIC provides a range of managed website services designed to help businesses maintain a secure, reliable and professionally managed online presence.

The services available under this agreement may include one or more of the following:

- Website hosting
- Website maintenance
- WordPress core updates
- Theme updates
- Plugin updates
- Website security monitoring
- Daily website backups
- Backup restoration
- Website performance monitoring
- SSL certificate management
- Domain name management
- DNS management
- Business email hosting
- Email support
- Website migration services
- Malware investigation and remediation
- Technical support
- Minor website content updates
- Compliance support

The services included within your agreement will be confirmed in your quotation, proposal or client-specific service schedule.

2.2 Client-Specific Services

Not every hosting package includes every service listed within this agreement.

Any services specifically excluded from your quotation shall not form part of this agreement unless added by written agreement at a later date.

Where additional services are requested during the term of this agreement, TIC will provide a quotation before any chargeable work is undertaken.

2.3 Future Services

From time to time, TIC may introduce new services or enhancements to existing services.

These may be offered as optional additions or included within future service packages. Where appropriate, details of any new services will be provided separately and may form part of this agreement from the date the client accepts them.

3. What's Included



IN SUMMARY

Our maintenance service is designed to keep your website secure, stable, and operating as intended. Routine maintenance is conducted proactively to reduce the risk of problems before they affect your business.

3.1 Routine Website Maintenance

Where included within your chosen service package, TIC will carry out routine maintenance designed to keep your website secure, compatible and performing reliably.

Routine maintenance may include:

- WordPress core updates.
- Theme updates.
- Plugin updates.
- PHP compatibility checks.
- Website health monitoring.
- Security monitoring.
- Malware scanning.
- SSL certificate monitoring.
- Website performance monitoring.
- Daily automated backups.
- Routine backup verification.
- DNS management where applicable.

Routine maintenance may be carried out without requesting separate approval on each occasion where the work forms part of normal website maintenance.

3.2 Minor Website Changes

Where included within your package, reasonable minor website amendments may also be undertaken.

Examples include:

- Updating existing wording.
- Replacing existing images.
- Updating contact details.
- Updating opening hours.
- Replacing downloadable documents.
- Updating staff details.
- Correcting typographical errors.

These changes are intended to help keep your website accurate and up to date without requiring a separate quotation for every small amendment.

3.3 Planned Maintenance

Where reasonably possible, planned maintenance that may temporarily affect website availability will be carried out during periods of lower website usage.

Although every effort will be made to minimise disruption, some maintenance activities may require temporary interruption to website services.

4. What's Not Included



IN SUMMARY

Your hosting and maintenance package is designed to keep your existing website running. Development work, redesigns, and significant enhancements fall outside the scope of routine maintenance and will normally be quoted separately.

4.1 Excluded Services

Unless specifically included within your quotation or service schedule, the following services are not included within your hosting and maintenance package:

- Website redesigns.
- Structural or layout changes.
- Creation of new website pages.
- Development of new functionality.
- E-commerce development.
- Membership systems.
- Booking systems.
- Custom software development.
- Search Engine Optimisation (SEO).
- Graphic design.
- Professional photography.
- Video production.
- Copywriting.
- Accessibility remediation.
- Third-party software integrations.
- Microsoft 365 administration.
- Google Workspace administration.
- Large-scale content population.

4.2 Chargeable Work

Where work requested by the client falls outside the agreed scope of the hosting and maintenance service, TIC will provide a quotation or estimate before work begins wherever reasonably practicable.

No additional chargeable work will be undertaken without the client's approval, except where immediate action is required to protect the security or stability of the hosting environment in accordance with this agreement.

4.3 Fair Use of Included Maintenance

Included maintenance time is intended for routine website maintenance and minor amendments.

Unused maintenance time expires at the end of each calendar month and cannot be carried forward unless expressly agreed in writing.

TIC reserves the right to decline requests that fall outside the intended scope of routine maintenance and instead to provide a quotation for the required work.

5. Support & Communication



IN SUMMARY

We are here to help when you need us. This section explains how to contact us, when support is available and how we prioritise requests to ensure the most urgent issues are dealt with first.

5.1 Standard Support Hours

TIC provides technical support during the following standard business hours:

Monday to Friday

9:00 am to 5:00 pm

Excluding weekends and recognised UK public holidays.

Support requests received outside these hours will normally be addressed during the next business day unless they qualify as an emergency.

5.2 Contacting TIC

Support requests may be submitted using any of the following methods:

- Email
- Telephone
- WhatsApp

The appropriate contact details will be provided at the commencement of the agreement and may be updated from time to time.

To help us resolve issues efficiently, clients should provide sufficient information to identify the problem, including any relevant error messages, screenshots or details of recent changes where applicable.

5.3 Support Priorities

Support requests are prioritised according to their impact on your business and the hosting environment.

Examples of high-priority issues include:

- Complete website outages.
- Website security incidents.
- Website compromise or suspected compromise.
- Significant service disruption.
- Critical failures affecting multiple users.

Examples of lower-priority requests include:

- Minor content amendments.
- Cosmetic changes.
- General advice.
- Non-urgent maintenance.
- Feature requests.

Whilst every effort will be made to resolve all requests promptly, TIC reserves the right to prioritise work based on urgency and operational impact.

5.4 Emergency Support

Emergency support may be available outside standard business hours where reasonably practicable.

Unless expressly included within the client's service package, emergency support is chargeable at £120 per hour, with a minimum charge of one hour.

TIC reserves the right to determine whether a reported issue constitutes an emergency requiring immediate attention.

5.5 Response Times

TIC aims to acknowledge support requests as quickly as reasonably practicable during normal business hours.

Whilst we always strive to resolve issues promptly, response and resolution times cannot be guaranteed as they may vary depending on:

- The nature of the issue.
- The complexity of the investigation.
- The availability of third-party suppliers.
- Client response times.
- The severity of other active incidents.

No Service Level Agreement (SLA) is implied unless expressly agreed in writing.

5.6 Planned Maintenance Notifications

Where planned maintenance is expected to have a material impact on website availability, TIC will provide reasonable notice wherever practicable.

Emergency maintenance required to protect the security, stability or integrity of the hosting environment may be carried out without prior notice where delaying action would increase risk.

Where emergency maintenance has been undertaken, TIC will notify affected clients as soon as reasonably practicable.

6. Client Responsibilities



IN SUMMARY

Providing a secure, reliable hosting service is a shared responsibility. While TIC manages the hosting environment and routine maintenance, clients also have a vital role to play in protecting their website and ensuring we can deliver the best possible service.

6.1 Account Information

Clients agree to provide accurate and up-to-date contact and billing information throughout the duration of this agreement.

It is the client's responsibility to notify TIC promptly of any changes to contact details or authorised representatives.

6.2 Website Access

Where administrative access is required to provide support, clients agree to grant TIC appropriate access to relevant systems, services, and accounts.

Delays in providing access may affect response times and the ability to complete requested work.

6.3 Password Security

Clients are responsible for maintaining the security of all usernames, passwords and authentication methods used to access their website and associated services.

TIC strongly recommends:

- Strong, unique passwords.
- Multi-factor authentication wherever available.
- Prompt removal of unused accounts.
- Regular review of administrator accounts.

6.4 Administrator Accounts

Where reasonably practicable, clients should notify TIC before creating additional website administrator accounts or granting administrative access to third parties.

Unauthorised administrator accounts or changes made without TIC's knowledge may introduce security vulnerabilities, compatibility issues or operational problems.

TIC cannot accept responsibility for issues arising directly from changes made by unauthorised third parties.

6.5 Third-Party Changes

Where the client or another supplier installs plugins, themes, custom code, or configuration changes without prior consultation with TIC, any required investigation or remedial work may be chargeable.

Where such changes introduce security vulnerabilities or threaten the stability of the hosting environment, TIC reserves the right to take reasonable protective action in accordance with this agreement.

6.6 Client Content

Clients remain responsible for ensuring that all content supplied for publication:

- Is accurate.
- Is lawful.
- Does not infringe the intellectual property rights of others.
- Does not contain malicious software.
- Complies with applicable legislation.

TIC reserves the right to refuse publication of material that we reasonably believe may breach applicable laws or expose either party to legal or reputational risk.

6.7 Cooperation

Both parties agree to cooperate in good faith throughout the duration of this agreement.

Where information, approval or clarification is required from the client to complete work, reasonable delays resulting from a lack of response may affect project timescales or support response times.

7. Existing Websites



IN SUMMARY

Many websites that have been transferred to TIC were built by other developers. While we'll always make reasonable efforts to identify and resolve existing issues, we cannot accept responsibility for problems that existed before our services began.

7.1 Transferring Existing Websites

TIC welcomes websites developed by third parties and will make every reasonable effort to ensure a smooth transition into our managed hosting environment.

However, websites built by previous developers may contain coding defects, unsupported software, configuration errors, security vulnerabilities or other issues that are not immediately apparent during migration.

The transfer of a website to TIC does not imply acceptance of responsibility for any pre-existing faults, vulnerabilities or technical debt.

7.2 Initial Assessment

Where reasonably practicable, TIC will carry out an initial review of the website following migration.

This review may identify issues including, but not limited to:

- Unsupported versions of WordPress.
- Outdated themes or plugins.
- Poor coding practices.
- Security vulnerabilities.
- Performance issues.
- Database inconsistencies.
- Hosting configuration problems.
- Compatibility issues with modern software.

Any significant issues identified during this assessment will be discussed with the client together with recommendations for remediation.

7.3 Pre-Existing Issues

TIC cannot accept responsibility for faults, vulnerabilities or performance issues that existed before the commencement of our services.

Where historic issues are discovered, remedial work may be quoted separately unless specifically included within the agreed service package.

Examples may include:

- Repairing previously compromised websites.
- Rebuilding unsupported functionality.
- Replacing obsolete software.

- Correcting poor development practices.
- Resolving long-standing configuration problems.

7.4 Immediate Risks

Where a transferred website presents an immediate risk to the security, stability or integrity of the hosting environment, TIC reserves the right to take reasonable temporary measures to reduce that risk.

Such measures may include:

- Temporarily disabling vulnerable software.
- Restricting website functionality.
- Isolating affected files.
- Applying emergency security updates.
- Recommending temporary suspension where no safe alternative exists.

Where emergency action is required, TIC will explain the reasons for the action taken and discuss the available long-term options with the client as soon as reasonably practicable.

8. Unsupported & End-of-Life Software



IN SUMMARY

Keeping software up to date is one of the most effective ways to protect your website. When software reaches the end of its supported life or poses a security risk, we may recommend replacing or removing it to protect both your website and the broader hosting environment.

8.1 Software Lifecycle

Technology evolves continuously, and software eventually reaches the end of its supported lifecycle.

This may include:

- WordPress core.
- Themes.
- Plugins.
- PHP versions.
- Database software.
- Third-party integrations.
- Custom-developed functionality.

Once software is no longer supported by its developer, security updates and compatibility improvements may no longer be available.

8.2 Recommendations

Where unsupported or end-of-life software is identified, TIC will normally recommend one or more of the following:

- Updating the software.
- Replacing the software.
- Redeveloping obsolete functionality.
- Removing unnecessary software.
- Upgrading the underlying platform.

Recommendations will take into account the client's operational requirements, the security risk posed, and the website's long-term stability.

8.3 Protecting the Hosting Environment

Where unsupported software presents a significant security or operational risk, TIC reserves the right to take proportionate action to protect:

- The client's website.
- Other websites hosted by TIC.
- The wider hosting environment.
- Associated infrastructure and services.

Such action may include temporarily disabling vulnerable software, restricting access or applying emergency security measures.

Where reasonably practicable, TIC will always discuss the available options with the client before taking action.

However, where delaying action would materially increase the risk of compromise or disruption, emergency action may be taken without prior notice.

8.4 Removal of Unsupported Software

Where software has reached end of life and cannot reasonably be secured or maintained, TIC may recommend its permanent removal.

Where such software presents an unacceptable risk to the hosting environment, TIC reserves the right to remove or disable it after providing reasonable notice where circumstances allow.

Any redevelopment or replacement work required as a result of unsupported software will normally be chargeable unless included within the client's service package.

8.5 Client Decisions

Where a client chooses not to replace software that TIC has identified as presenting a material security or operational risk, TIC reserves the right to:

- Limit the support available for the affected website.
- Decline to carry out certain updates.
- Exclude faults directly resulting from the unsupported software from the scope of the maintenance agreement.
- Suspend hosting services where continued operation would place the wider hosting environment or other clients at unacceptable risk.

Such decisions will be taken only where reasonably necessary and communicated to the client in writing.

9. Backups & Disaster Recovery



IN SUMMARY

Protecting your website is one of our highest priorities. Regular backups form an essential part of our managed hosting service and are designed to help recover from unexpected events. While backups significantly reduce the risk of data loss, they should be part of a broader business continuity strategy rather than relying on them as the sole method of data protection.

9.1 Automated Website Backups

Where included within the client's hosting package, TIC performs automated backups of hosted websites daily.

Backups are typically taken during the early hours of the morning, normally at approximately 2:00 am, although this may vary depending on server maintenance schedules, system performance or operational requirements.

These backups are intended to capture the current state of the website, including website files and associated databases.

9.2 Backup Retention

Website backups are retained for approximately 30 days, allowing previous versions of a website to be restored where appropriate.

Older backups are automatically removed as part of the normal backup rotation process.

TIC does not provide indefinite archive storage unless specifically agreed as part of a separate service.

9.3 Backup Verification

Taking a backup is only part of the recovery process.

To help ensure the reliability of our backup systems, TIC carries out routine verification and periodic restore testing as part of our internal maintenance procedures.

This testing helps confirm that backup data remains usable should restoration become necessary.

9.4 Website Restoration

Where restoration is required following accidental deletion, software failure, website corruption or another unexpected incident, TIC will make every reasonable effort to restore the website using the most appropriate available backup.

Restoration requests will normally be prioritised according to the severity of the incident and the impact on the client's business.

Where restoration is required as a direct result of changes made by the client or a third party, restoration work may be chargeable if it falls outside the agreed hosting and maintenance package.

9.5 Business Continuity

Website backups are intended to assist in restoring website functionality.

They should not be regarded as a replacement for wider business continuity planning, statutory record retention or independent document management systems.

Clients remain responsible for maintaining appropriate records and backups of business-critical information, as required by law or their operational needs.

9.6 Backup Limitations

Whilst TIC takes reasonable steps to maintain reliable backup systems, no backup solution can guarantee successful recovery in every circumstance.

Factors outside our reasonable control may affect the availability or integrity of backup data, including but not limited to:

- Hardware failure.
- Data corruption.
- Malware or ransomware.
- Third-party software defects.
- Issues already present within backed-up data.
- Deliberate or accidental deletion occurring before a successful backup has been created.

Accordingly, TIC cannot guarantee that every data item will always be recoverable.

10. Security Monitoring & Emergency Action



IN SUMMARY

Cybersecurity is an ongoing process rather than a one-time task. We continuously monitor the hosting environment for signs of malicious activity and may take immediate action where necessary to protect your website, other hosted websites and the wider hosting environment.

10.1 Security Monitoring

As part of our managed hosting service, TIC continuously monitors the hosting environment using a combination of automated tools and manual investigation where appropriate.

Monitoring may include:

- Firewall activity.
- Malware detection.
- Login monitoring.
- Server health.
- Resource utilisation.
- SSL certificate status.
- Website availability.
- Indicators of compromise.

The exact monitoring services provided will depend on the client's hosting package.

10.2 Emergency Protective Action

Where TIC reasonably believes that a website, account or service presents an immediate threat to the security, stability or availability of the hosting environment, we reserve the right to take proportionate emergency action without obtaining prior approval from the client.

Such action may include:

- Temporarily disabling vulnerable plugins or themes.
- Applying emergency security updates.
- Blocking malicious traffic.
- Restricting access to affected services.
- Isolating compromised files.
- Restoring a website from backup.
- Temporarily suspending affected services where necessary.

Emergency action will only be taken where delaying intervention would materially increase the risk to the client, other hosted websites or the hosting environment.

10.3 Notification

Where emergency action has been taken, TIC will notify the client as soon as reasonably practicable.

Where appropriate, we will explain:

- What happened.
- Why action was necessary.
- What action was taken.
- Whether any further work is recommended.

10.4 Security Responsibilities

Whilst TIC is responsible for protecting the hosting environment, website security remains a shared responsibility.

Clients should:

- Use strong passwords.
- Enable multi-factor authentication where available.
- Promptly notify TIC of suspected compromise.
- Avoid installing unsupported or untrusted software.
- Keep authorised users to the minimum reasonably necessary.

Failure to follow these recommendations may increase security risks and may affect the scope of support available under this agreement.

10.5 Malware Investigation & Remediation

Where malware or malicious activity is identified, TIC will investigate the incident and recommend appropriate remedial action.

Where the investigation falls outside the scope of the client's hosting package, additional work may be chargeable.

TIC cannot guarantee that websites compromised before the commencement of our services can be fully restored without redevelopment or additional remedial work.

11. Penetration Testing & Security Assessments



IN SUMMARY

We fully support responsible security testing. However, because penetration testing can affect live services and shared hosting infrastructure, we ask that you notify us in advance so we can help ensure testing is carried out safely and without unnecessary disruption.

11.1 Advance Notification

Clients intending to carry out penetration testing, vulnerability scanning, or other security assessments against systems managed by TIC should, wherever reasonably practicable, notify us in advance.

Advance notification allows us to:

- Confirm that testing is authorised.
- Prevent legitimate testing from being mistaken for malicious activity.
- Reduce the risk of automated security systems blocking the assessment.
- Monitor the hosting environment during the testing period.
- Minimise unnecessary disruption to other hosted services.

11.2 Shared Hosting Environment

Many websites hosted by TIC operate within a professionally managed shared hosting environment.

Aggressive scanning or excessive automated testing may unintentionally affect shared infrastructure or trigger security controls designed to protect other hosted websites.

Clients agree to conduct testing responsibly and in a manner that does not knowingly place other hosted services at risk.

11.3 Additional Technical Assistance

Where penetration testing requires temporary firewall adjustments, whitelist entries, dedicated monitoring or additional technical support, this work may fall outside the scope of the client's hosting package.

Where additional work is required, TIC will provide a quotation before undertaking any chargeable services wherever reasonably practicable.

11.4 Security Recommendations

Following a security assessment, TIC will be pleased to discuss any findings and provide recommendations for remediation where appropriate.

Implementation of recommendations may be included within the client's hosting package or quoted separately depending on the nature of the work required.

12. Domain Names & DNS Management



IN SUMMARY

Your domain name is one of your business's most valuable digital assets. This section explains how TIC manages domain registrations, renewals and DNS services where these form part of your agreement.

12.1 Domain Registration & Renewal

When TIC manages a domain name on behalf of a client, renewal reminders and invoices are normally issued before the renewal date.

Domain renewals are processed upon receipt of payment.

Failure to pay a renewal invoice before the expiry date may result in interruption to website and email services.

12.2 Expired Domains

Where a domain remains unpaid for more than 10 days after its expiry date, our hosting provider may apply a £90 domain recovery fee before the domain can be reinstated.

The hosting provider imposes this recovery fee, not TIC.

Additional registry fees or renewal charges may also apply, depending on the domain extension and the relevant registry's policies.

If a domain exceeds the registry's recovery period and is released for public registration, TIC cannot guarantee it will be recoverable.

12.3 DNS Management

Where included within the client's service package, TIC may manage DNS records relating to:

- Websites.
- Email services.
- SSL certificates.
- Domain verification.
- Third-party services.

Changes requested by the client will normally be completed as soon as reasonably practicable, subject to verification where required.

12.4 Third-Party Registrars

Where a domain is held with a third-party registrar that TIC does not manage, the client remains responsible for maintaining access to their registrar account and ensuring renewal fees are paid.

Whilst TIC will make reasonable efforts to assist with domain management where requested, we cannot accept responsibility for failures resulting from third-party registrar services outside our control.

12.5 Domain Transfers

Where a client requests the transfer of a domain name to or from TIC, reasonable assistance will be provided throughout the transfer process.

Transfers will normally be processed once any outstanding invoices relating to the domain or associated hosting services have been settled.

TIC cannot accept responsibility for delays caused by domain registries, registrars or third-party providers.

13. Email Hosting Services



IN SUMMARY

Where email hosting is included within your service package, TIC will provide reasonable support for the hosting environment. Clients remain responsible for the day-to-day management of mailbox contents and compliance with any legal record-keeping requirements.

13.1 Scope of Email Services

Where included within the client's agreement, email services may include:

- Mailbox creation.
- Mailbox removal.
- Password resets.
- Email client configuration.
- DNS configuration relating to email.
- Basic troubleshooting.
- Spam filtering where supported.
- Migration services where specifically agreed.

The exact services provided will depend on the client's hosting package.

13.2 Client Responsibilities

Clients remain responsible for:

- The contents of their mailboxes.
- Compliance with applicable legislation relating to business records.
- Maintaining sufficient mailbox storage.
- Protecting usernames and passwords.
- Enabling multi-factor authentication wherever available.

13.3 Third-Party Email Platforms

Where email services are provided through Microsoft 365, Google Workspace or another third-party platform, the availability and functionality of those services remains subject to the policies and infrastructure of the relevant provider.

TIC cannot guarantee uninterrupted availability of third-party services or accept responsibility for outages beyond our reasonable control.

13.4 Email Delivery

Although every reasonable effort will be made to ensure reliable email delivery, TIC cannot guarantee that every email will be successfully delivered.

Email delivery may be affected by factors outside our reasonable control, including:

- Internet connectivity.
- Recipient mail server policies.
- Spam filtering.
- Third-party infrastructure.
- DNS propagation.
- Blocklisting by external providers.

14. Charges, Payment & Renewals



IN SUMMARY

We believe our pricing should be straightforward and transparent. You'll always know what you're paying for, and we'll never carry out chargeable work without discussing it with you first, except where immediate action is required to protect the hosting environment.

14.1 Invoicing

Hosting and maintenance services are invoiced in advance unless otherwise agreed in writing.

Invoices are payable within 7 working days of the invoice date.

14.2 Renewals

Hosting and maintenance services do not renew automatically.

Renewal invoices are generated in advance of the renewal date to allow sufficient time for payment.

Services will only be renewed once payment has been received.

14.3 Late Payment

Failure to pay invoices by the due date may result in the suspension of affected services until payment has been received.

TIC reserves the right to terminate services where invoices remain unpaid for an extended period following reasonable attempts to obtain payment.

14.4 Additional Work

Work falling outside the agreed scope of the client's hosting and maintenance package will be quoted separately wherever reasonably practicable.

Unless otherwise agreed:

- Standard technical work is charged at £60 per hour.
- Emergency out-of-hours work is charged at £120 per hour.
- A minimum charge of one hour applies to emergency call-outs.

No chargeable work will be undertaken without the client's approval unless immediate action is required to protect the security or stability of the hosting environment.

14.5 Pricing Reviews

TIC reserves the right to review its pricing periodically.

Where pricing changes affect an existing service, reasonable notice will be provided before the revised pricing takes effect at the next renewal.

15. Ending the Agreement



IN SUMMARY

We hope to build long-term relationships with our clients, but we also believe that ending an agreement should be straightforward and professional. This section explains how either party may bring the agreement to an end and what happens afterwards.

15.1 Notice of Termination

Either party may terminate this agreement by providing 30 days' written notice, unless an alternative notice period has been agreed in writing.

Notice may be provided by email or other agreed written communication.

15.2 Outstanding Charges

Termination of this agreement does not relieve the client of the responsibility to pay for services already provided.

Any outstanding invoices remain payable in accordance with the agreed payment terms.

15.3 Suspension of Services

Following termination, the following services will cease unless otherwise agreed in writing:

- Website hosting.
- Website maintenance.
- Website monitoring.
- Backup services.
- Security monitoring.
- Email hosting provided by TIC.
- Premium software licences owned by TIC.

15.4 Retention of Hosted Data

Unless otherwise required by law or agreed in writing, website files, databases and associated hosting data will normally remain available for up to 30 days following termination.

This allows reasonable time for migration to another provider.

Following this period, TIC reserves the right to remove all hosted data from its systems permanently.

15.5 Professional Handover

Where reasonably practicable, TIC will cooperate with the client or their newly appointed supplier to facilitate a smooth transition.

Our objective is to make both joining and leaving our services as straightforward and professional as reasonably possible.

16. Website Migration & Handover



IN SUMMARY

Should you decide to move your website elsewhere, we'll provide reasonable assistance to help make the transition as smooth as possible. Additional technical work outside the normal scope of the agreement may be chargeable.

16.1 Migration Assistance

Upon request, TIC will provide reasonable assistance to facilitate the transfer of your website to another hosting provider.

Standard handover may include:

- Website files.
- Website databases.
- DNS information where applicable.
- Domain transfer assistance.
- Reasonable technical information required to support migration.

16.2 Additional Migration Work

Where migration requires substantial technical investigation, bespoke development, extensive consultation or complex troubleshooting, additional charges may apply.

Any such charges will be discussed with the client before work begins wherever reasonably practicable.

16.3 Software Licences

Premium software licences purchased and maintained by TIC remain the property of TIC unless expressly transferred by written agreement.

Where licences cannot legally be transferred, they may be disconnected 14 days following completion of the migration.

16.4 Third-Party Delays

TIC cannot accept responsibility for delays caused by:

- Domain registrars.
- Hosting providers.
- Software vendors.
- Domain registries.
- Third-party service providers.

17. Ownership & Intellectual Property



IN SUMMARY

Your website and business assets remain yours. This section explains ownership of website content, bespoke development work and software licenses supplied by TIC.

17.1 Client Content

Unless otherwise agreed in writing, all content supplied by the client remains the property of the client or the relevant copyright holder.

This includes, but is not limited to:

- Logos.
- Images.
- Written content.
- Branding.
- Documentation.
- Marketing material.

17.2 Bespoke Development

Where TIC creates bespoke code, graphics, designs or other original work specifically for the client, ownership will normally transfer to the client once all associated invoices have been paid in full, unless alternative licensing terms have been agreed in writing.

17.3 Third-Party Software

Commercial themes, plugins, software and third-party services remain subject to the licensing terms of their respective publishers.

TIC cannot transfer ownership where prohibited by those licence agreements.

17.4 TIC-Owned Licences

Premium software licences purchased by TIC remain the property of TIC unless expressly transferred.

Such licences may be removed following termination or migration where continued use would breach the applicable licence agreement.

17.5 Intellectual Property Rights

Clients warrant that any content supplied to TIC does not knowingly infringe the intellectual property rights of any third party.

The client agrees to indemnify TIC against claims arising directly from content supplied by the client.

18. Compliance Support & Data Protection



IN SUMMARY

Upon request, TIC can provide technical assistance to support compliance assessments and certifications. Whilst we'll always provide accurate technical information, responsibility for achieving or maintaining certification remains with the organization seeking accreditation.

18.1 Compliance Assistance

Where agreed as part of the client's service package or provided separately, TIC may assist with technical evidence for:

- Cyber Essentials.
- IASME Cyber Assurance.
- DCC Compliance.
- Security questionnaires.
- Technical audits.
- Website security assessments.

18.2 Scope of Assistance

Our assistance may include:

- Technical documentation.
- Security configuration information.
- Evidence of implemented controls.
- Recommendations for improvement.
- Responses to technical questionnaires.

18.3 Certification

TIC cannot guarantee that any organisation will achieve or retain certification or accreditation.

Certification decisions remain the responsibility of the relevant assessment body.

18.4 Data Protection

Where TIC processes personal data on behalf of a client, we will do so in accordance with applicable UK data protection legislation and any agreed data processing arrangements.

Both parties agree to implement appropriate technical and organisational measures to protect personal information against unauthorised access, loss or misuse.

19. Liability & Events Beyond Our Control



IN SUMMARY

TIC will always provide its services with reasonable care, skill and professionalism. However, there are circumstances beyond anyone's control, and this section explains where our responsibilities begin and end.

19.1 Standard of Service

TIC agrees to provide all services covered by this agreement using reasonable care, skill and professional judgement, in accordance with accepted industry standards.

Whilst we will always strive to provide reliable and uninterrupted services, no website hosting environment or technology platform can guarantee continuous availability.

19.2 Limitation of Liability

Nothing within this agreement excludes or limits liability where it would be unlawful to do so, including liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Any liability which cannot legally be excluded under the laws of England and Wales.

Subject to the above, TIC shall not be liable for any indirect or consequential loss arising from the use of our services, including but not limited to:

- Loss of profits.
- Loss of revenue.
- Loss of business opportunities.
- Loss of goodwill.
- Loss of anticipated savings.
- Loss of reputation.
- Business interruption.

19.3 Third-Party Services

Many websites rely upon services provided by third parties.

These may include:

- Domain registrars.
- Payment gateways.
- Microsoft.
- Google.
- Cloudflare.
- Plugin developers.
- Theme developers.

- External APIs.
- Hosting infrastructure providers.

Whilst TIC will make every reasonable effort to assist where issues arise, we cannot accept responsibility for failures, delays or interruptions caused by third-party services outside our reasonable control.

19.4 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control.

Examples include, but are not limited to:

- Power failures.
- Internet outages.
- Flood.
- Fire.
- Severe weather.
- Industrial action.
- Acts of government.
- War.
- Terrorism.
- Civil unrest.
- Pandemic.
- Cyber attacks affecting third-party infrastructure.

Where reasonably practicable, TIC will continue to work towards restoring services as quickly and safely as possible.

19.5 Mitigation

Both parties agree to take reasonable steps to minimise any losses arising from incidents affecting the services provided under this agreement.

TIC will use reasonable endeavours to restore services promptly and reduce disruption wherever reasonably practicable.

20. General Provisions



IN SUMMARY

This final section contains the general legal provisions that apply throughout the agreement and explains how the agreement should be interpreted.

20.1 Entire Agreement

This agreement, together with any quotation, proposal or client-specific service schedule, constitutes the entire agreement between TIC and the client relating to the services provided.

It replaces any previous discussions, proposals or agreements relating to the same services unless expressly stated otherwise in writing.

20.2 Severability

If any provision of this agreement is found to be unlawful, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.3 No Waiver

Failure by either party to enforce any provision of this agreement shall not constitute a waiver of that provision or any other rights arising under this agreement.

20.4 Assignment

Neither party may transfer or assign their rights or obligations under this agreement without the prior written consent of the other party, except where required by law or as part of a business sale or corporate restructuring.

20.5 Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

Any dispute arising under this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20.6 Amendments

TIC may amend this agreement from time to time to reflect changes in legislation, technology, security requirements or the services we provide.

Where amendments materially affect existing services, reasonable notice will normally be provided before the revised terms take effect.

The latest version of this agreement will always be published on our website together with its version number and effective date.

20.7 Notices

Any notice required under this agreement should be provided in writing by email, or another agreed written communication method.

Notices shall be deemed received on the next working day following successful transmission, unless evidence to the contrary exists.

21. Contact Information



IN SUMMARY

If you have any questions about this agreement or would like clarification before purchasing or renewing a service, we'd be pleased to help.

We believe that good communication prevents misunderstandings, and we're always happy to explain our services in plain English.

The Ideas Cupboard Limited

Trading as: TIC

Registered Office

Unit 5

Marlborough Road

Wrexham Industrial Estate

Wrexham

LL13 9RJ

Website

www.ticltd.uk

Email

support@ticltd.uk

Acknowledgement

Thank you for taking the time to read this agreement.

We appreciate the trust you place in TIC to host, maintain and protect your website. Our aim is not simply to provide reliable technology, but to build long-term relationships through honest advice, proactive support and exceptional service.

If you have any questions about anything contained within this agreement, please don't hesitate to get in touch. We'd much rather explain something clearly today than leave room for uncertainty tomorrow.

We look forward to supporting your business for many years to come.

The Ideas Cupboard Limited
Trading as TIC

Appendix A: Glossary

DNS	The system that directs a domain name to the correct online service.
SSL certificate	A digital certificate used to encrypt traffic between a website and its visitors.
MFA	Multi-factor authentication, requiring more than one form of verification.
SLA	Service Level Agreement.
PHP	A programming language widely used by WordPress and other web platforms.
DNS propagation	The period during which DNS changes spread across internet providers worldwide.



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business easier.**

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