TERMS & CONDITIONS

Supply of Website, Hosting, Email, Support and Domain Name Services

designplushosting Ltd (DPH)

Important information

These Terms & Conditions apply to services supplied by designplushosting Ltd ("DPH", "we", "us" or "our"). They should be read with the quotation, order confirmation, service specification and any policy expressly incorporated into your order. The order confirmation will identify the services, prices, billing frequency, initial term and any project-specific arrangements.

Nothing in these Terms & Conditions excludes or limits any rights that cannot lawfully be excluded or limited, including the statutory rights of consumers. Where you are a consumer, any wording that conflicts with mandatory consumer law will not apply to you.

1. Supplier details and contact information

The supplier is designplushosting Ltd, a company incorporated in England and Wales (company number 17432086). Our business address is The Business Village, Snydale Road, Cudworth, Barnsley, England, S72 8RP.

- Telephone: 0800 9800035
- General support: support@designplushosting.co.uk
- Complaints: complaints@designplushosting.co.uk
- Abuse reports: abuse@designplushosting.co.uk
- WhatsApp (complaints): 07848 259399

2. Definitions and interpretation

Agreement: the contract between you and DPH, consisting of these Terms & Conditions, the order confirmation and any agreed service specification or written variation.

Business Day: a day other than Saturday, Sunday or a public or bank holiday in England.

Business Hours: 9.00am to 5.00pm on a Business Day, unless your order confirmation states otherwise.

Client Materials: all text, images, graphics, video, logos, data, software, credentials and other content or materials supplied by or on behalf of you.

Consumer: an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.

Domain: an internet domain name requested, registered, renewed, transferred or administered through DPH.

Domain Registry: the organisation responsible for operating the registry for a particular domain extension, including Nominet for .uk domains.

Fees: the charges payable for the Services, as shown in the order confirmation, invoice or applicable published fee schedule.

Order Confirmation: our written confirmation of the services ordered, including by email.

Services: the website design, development, consultancy, hosting, email, domain registration and administration, support, maintenance, software or other services identified in an order confirmation.

Third-Party Services: services, infrastructure, software, licences, registries, registrars, networks or platforms supplied or operated by a third party.

Headings are for convenience only. Words in the singular include the plural and vice versa. References to legislation include amendments and replacement legislation. If an order confirmation expressly varies a provision of these Terms, the order confirmation will take priority for that specific service or provision.

3. Formation of the Agreement and orders

3.1 Your order is an offer to purchase the Services described in it. A contract is formed when DPH accepts the order in writing, issues an order confirmation, or begins providing the Services, whichever occurs first.

3.2 Before placing an order, you are responsible for checking that the service description, domain spelling, quantities, project scope, prices, billing frequency and any agreed delivery dates are correct.

3.3 Any quotation is valid for the period stated on it. If no period is stated, it is valid for 30 days, subject to availability and any third-party price changes.

3.4 An order confirmation may include assumptions, exclusions, milestones, dependencies, customer responsibilities and acceptance criteria. These form part of the Agreement.

3.5 Any change to the agreed scope, specification or delivery requirements must be agreed in writing. Additional work may incur additional fees and may affect delivery dates.

3.6 Where you are a business customer, you confirm that the person placing the order has authority to bind the business. Where you are a consumer, you confirm that you are at least 18 years old.

4. Provision of services

4.1 DPH will provide the Services with reasonable care and skill and in accordance with the agreed service description and any applicable service level expressly set out in your order confirmation.

4.2 The Services and any delivery dates will depend on you supplying information, approvals, content, access credentials and instructions promptly. We are not responsible for delay to the extent caused by late, incomplete or inaccurate information or decisions from you or a third party for whom you are responsible.

4.3 Unless expressly included in your order, the Services do not include copywriting, photography, image licensing, search-engine ranking guarantees, advertising spend, third-party subscriptions, specialist integrations, ongoing content updates, data entry, training or work outside the agreed scope.

4.4 We may make changes to the Services where reasonably necessary for security, legal, technical or operational reasons, or to improve the service. We will give reasonable notice where practicable if a change materially affects your use of a paid service.

4.5 Some Services depend on Third-Party Services, including data centres, domain registries, software publishers, payment providers, email delivery networks and connectivity providers. Their terms, availability and technical requirements may apply in addition to this Agreement.

4.6 We do not guarantee uninterrupted or error-free internet services. We will use reasonable endeavours to investigate service interruptions reported to us and to restore affected Services within a reasonable time, subject to the nature and cause of the issue.

4.7 Where a service level or support package is included, its specific terms in the order confirmation will apply. Otherwise, the customer service commitments in clause 16 apply to communications and complaints, not as a guarantee that every technical fault will be resolved within a fixed time.

5. Website design, development and project work

5.1 The agreed design, functionality, deliverables, milestones, revisions and price will be set out in the quotation or order confirmation. Work not expressly included is outside the agreed scope and may be quoted separately.

5.2 You must provide content, images, branding, product information, legal notices, approvals and other materials in the agreed format and by the agreed dates. You are responsible for ensuring that materials you provide are accurate, lawful and that you have permission to use them.

5.3 Unless the order confirmation states otherwise, the project price includes only the number of design concepts, revision rounds and development changes specified in the quotation. Further revisions, changes of direction, new functionality or work arising from changed instructions may be chargeable.

5.4 You must review proofs, test links and functionality, and provide approval or a clear list of defects within a reasonable period. DPH is not responsible for errors in content or functionality that you have approved, except where the error was introduced by DPH after approval.

5.5 Completion, launch or handover may depend on your approval, payment of amounts due, supply of required content and access to third-party accounts. We may withhold launch or transfer of deliverables where payment is overdue, subject to your statutory rights.

5.6 Search-engine optimisation, indexing, traffic, advertising performance, sales, enquiries and search rankings depend on factors outside DPH's control. Unless expressly guaranteed in writing, no particular ranking, traffic level, conversion rate or commercial result is promised.

5.7 Unless otherwise agreed, you are responsible for keeping a copy of final website content, files, credentials and other materials supplied to you. Any ongoing maintenance, updates, security monitoring or backups must be included in your service package or separately agreed.

6. Hosting, email, backups and security

6.1 Hosting and email resources, storage, bandwidth, mailboxes, CPU, memory, databases and other limits are those stated in your order confirmation or service package. Usage beyond included limits may be restricted or charged where the applicable pricing has been disclosed to you.

6.2 You must maintain secure passwords, keep account credentials confidential, use appropriate multi-factor authentication where available, and promptly notify DPH if you suspect unauthorised access or a security incident.

6.3 Unless a written backup service is expressly included, you are responsible for maintaining independent, current backups of your website, email, databases and other data. Where DPH provides backups, they are an additional safeguard and not a substitute for your own independent backups. Backup frequency, retention and restoration scope will depend on the package or order confirmation.

6.4 You must keep your website software, themes, plugins, devices and applications appropriately updated and must not knowingly upload malware, malicious code or insecure or unlawful content. If DPH manages updates under a separate maintenance service, the scope of that service will be set out in the order confirmation.

6.5 You must not use the Services to send unsolicited bulk email, distribute malware, conduct phishing, interfere with networks, host unlawful material, infringe intellectual property rights, attempt unauthorised access, or engage in activity that threatens the security, stability or reputation of DPH or a third party.

6.6 Email delivery can be affected by recipient systems, spam filters, DNS configuration, sender reputation and third-party networks. DPH does not guarantee that every email will be delivered, accepted or read.

6.7 Where DPH reasonably believes that a website, email account or service is compromised, causing harm, being used unlawfully or threatening systems or other customers, we may take proportionate steps to protect the service, including restricting access, blocking traffic, disabling affected functionality or temporarily suspending the relevant service. Where practicable, we will notify you and explain the steps taken.

6.8 Following a security incident, DPH may require you to change passwords, remove malicious material, update vulnerable software or take other reasonable remedial action before restoring full access.

7. Customer responsibilities and acceptable use

7.1 You must provide accurate and up-to-date contact, billing, technical and registration information and promptly notify DPH of any changes.

7.2 You are responsible for the content, data, products and services made available through your website, email or domain, including compliance with applicable laws, licences, permissions, consumer information duties, privacy and cookie requirements, accessibility requirements and intellectual property rights.

7.3 You must not use the Services for unlawful activity or to publish, store, transmit or link to content that is unlawful, fraudulent, defamatory, threatening, abusive, discriminatory, infringing, malicious or otherwise prohibited by applicable law.

7.4 You must not interfere with or disrupt the Services, attempt to bypass security controls, access another customer's data or systems without permission, or use the Services in a way that materially affects other customers or the operation of DPH's systems.

7.5 You must cooperate with reasonable requests for information or action needed to provide the Services, investigate abuse, maintain security, comply with registry rules or respond to a lawful request.

7.6 DPH may investigate suspected breaches. Where reasonably necessary and proportionate, we may remove or disable access to offending material, suspend affected services, preserve relevant records, or report suspected unlawful activity to competent authorities. We will consider the circumstances and any applicable legal obligations.

8. Domain name services

8.1 General domain registration

8.1.1 DPH acts as a domain service provider and, where applicable, as the registrar or registration agent for the domain extension concerned. Domain registration is subject to the rules, policies, technical processes and decisions of the relevant registry.

8.1.2 A request to register a domain is not a guarantee that the domain is available or will be registered. A domain is registered only when the relevant registry confirms successful registration. You should not rely on a domain being secured until DPH confirms registration.

8.1.3 You are responsible for checking the spelling and extension of each requested domain before submission. Tell us promptly if you believe a domain has been registered incorrectly.

8.1.4 You warrant that the requested domain and its intended use do not knowingly infringe another person's rights, breach applicable law or registry policy, or constitute abusive or bad-faith registration.

8.1.5 The registered holder (registrant) is responsible for ensuring that the registration information is accurate, complete and kept up to date, and for complying with the applicable registry's terms and policies.

8.2 Nominet and .uk domains

8.2.1 For .uk domains, Nominet is the registry. The registration and continued use of a .uk domain are subject to Nominet's applicable registrant terms, policies and procedures, as amended from time to time.

8.2.2 Before DPH submits a new .uk registration, renewal or other relevant transaction requiring acceptance, DPH will provide you with a link to the applicable Nominet registrant terms and request your confirmation by email that you have been made aware of and accept those terms. DPH will not submit the relevant transaction until it has received your positive written acknowledgement. Your email acknowledgement may be retained as evidence of acceptance.

8.2.3 DPH will make customers aware of applicable changes to Nominet terms and policies, including changes that apply to existing registrations or renewals. You agree to review updated terms and policies when notified and to comply with them.

8.2.4 The current and future .uk policies and registrant terms are published by Nominet at https://registrars.nominet.uk/registry/dot-uk/policies/ . The applicable version will depend on the date of the transaction and any registry transition arrangements.

8.2.5 Nominet may make decisions about registration, suspension, cancellation, transfer, dispute resolution or other registry matters under its own policies. DPH cannot override a registry decision.

8.3 Domain renewals, expiry and payment

8.3.1 DPH will send renewal reminders before a domain's expiry date using the contact details held on the account. You must keep those details current and check that renewal notices are received.

8.3.2 Domain renewals are invoiced annually unless the order confirmation states otherwise. DPH will attempt to renew a domain only after the applicable renewal payment has been received in cleared funds and in sufficient time for the registry's renewal process.

8.3.3 If payment is not received by the due date, DPH may suspend domain-related services or allow the domain to expire. A domain that expires may stop resolving, affect email and website access, enter a registry grace or redemption period, become subject to additional registry fees, or become available for registration by another person.

8.3.4 DPH does not guarantee that an expired domain can be recovered. Any registry or third-party restoration, redemption or late renewal fee will be payable by you if you ask DPH to attempt recovery and the registry permits it.

8.3.5 You are responsible for checking that the renewal has completed successfully. If you have not received confirmation, contact DPH promptly.

8.4 Domain transfers and administration fees

Administration service	Fee
Change of registrant / domain ownership transfer	£15 + VAT per domain
Transfer of a domain to another registrar	£35 + VAT per domain
Release or change of IPS tag	£35 + VAT per domain

8.4.1 Fees above are exclusive of VAT and any additional registry, registrar or third-party charges. We will tell you about any additional charge before proceeding where reasonably practicable.

8.4.2 Domain ownership or registrant changes are subject to verification, registry requirements and any required consent from the current and new registrant. DPH may request identification or supporting evidence to protect the domain holder.

8.4.3 Registrar transfers and IPS tag changes are subject to the relevant registry's rules, domain status, transfer locks, authorisation codes and any outstanding fees. DPH will not unreasonably delay a valid transfer request once applicable requirements have been met.

8.4.4 DPH will not withhold a transfer solely to force purchase of unrelated services. Outstanding sums that are properly due for the domain service or administration work may need to be settled before the transfer is processed, subject to applicable registry rules and law.

8.4.5 DPH does not act as a broker in domain disputes and cannot determine legal ownership where there is a genuine dispute. Disputes may need to be resolved through the relevant registry dispute process or the courts.

8.5 Domain data and registry disclosures

8.5.1 You authorise DPH to submit and maintain the registration data required by the relevant registry and to share it with the registry, registry service providers, relevant registrars and service providers, and other recipients where required or permitted by law or registry policy.

8.5.2 Some domain registration information may be displayed through public registration data services, subject to applicable law, registry policy and privacy protections. The information displayed may vary by domain extension and registrant type.

8.5.3 DPH will handle personal data in accordance with its Privacy Notice and applicable data protection law. This clause does not constitute a blanket waiver of your privacy rights or any claim you may have under applicable law.

9. Fees, invoicing and payment

9.1 Fees are as stated in the order confirmation or invoice. Unless expressly stated otherwise, prices are exclusive of VAT, which will be added at the applicable rate.

9.2 One-off setup, design or project fees are payable in accordance with the order confirmation. Recurring hosting, email, maintenance, licence and domain charges are payable in advance at the stated billing frequency.

9.3 Invoices must be paid by the due date shown on the invoice. If no due date is shown, payment is due within 7 days of the invoice date.

9.4 If you dispute an invoice, you must notify DPH promptly, explain the reason and pay any undisputed amount by the due date. The parties will work in good faith to resolve the disputed amount.

9.5 Where payment is overdue, DPH may charge interest and recover reasonable costs only to the extent permitted by applicable law. For business-to-business debts, statutory late payment rights may apply. Consumer customers will not be charged business late-payment remedies where those remedies do not apply.

9.6 DPH may suspend affected Services for material non-payment after giving reasonable notice and an opportunity to remedy the non-payment, except where urgent action is reasonably necessary to protect systems, data or third parties. Suspension does not remove the obligation to pay sums properly due.

9.7 Any additional work, usage, third-party licence, renewal, restoration, migration or administration fee will be disclosed or agreed before it is incurred, except where the amount is imposed directly by a registry or third party and cannot reasonably be known in advance.

9.8 Where a payment method is stored or authorised for recurring payment, DPH may use it only for the charges and frequency disclosed to you. We will not apply an undisclosed recurring charge.

9.9 Refunds, credits and vouchers will be handled in accordance with the order confirmation and applicable law. Nothing in this clause removes any statutory refund or cancellation right.

10. Consumer cancellation rights

10.1 If you are a consumer and you enter into this Agreement at a distance or off-premises, you may have a statutory right to cancel within 14 days beginning the day after the contract is made, subject to the exceptions and conditions in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

10.2 To exercise a right to cancel, tell DPH clearly by email to support@designplushosting.co.uk or by post to our business address. You may use a cancellation form if one has been supplied, but you do not have to.

10.3 If you ask DPH to begin a service during the 14-day cancellation period, you may be required to make an express request. If you then cancel after the service has started, you may have to pay a proportionate amount for the service supplied up to the time you told us you wished to cancel, where the law permits.

10.4 For digital content not supplied on a tangible medium, the cancellation right may be lost once supply begins only if you have given the legally required express prior consent and acknowledgement. DPH will obtain those confirmations where applicable.

10.5 Some domain registrations, renewals, third-party licences or other services may be time-sensitive or subject to registry or supplier rules. Any effect on cancellation rights will be explained before the order is placed where required by law. Nothing in these Terms assumes that a consumer automatically loses cancellation rights merely because a domain request has been submitted.

10.6 Where the statutory cancellation right does not apply, cancellation is governed by the termination provisions below and any applicable order-specific terms.

11. Intellectual property

11.1 You retain ownership of Client Materials supplied by you. You grant DPH a non-exclusive licence to use, reproduce, adapt and store those materials only to the extent reasonably necessary to provide the Services.

11.2 DPH and its licensors retain ownership of pre-existing tools, software, templates, code libraries, methods, know-how and materials used to provide the Services, except for materials expressly assigned to you in writing.

11.3 Unless the order confirmation states otherwise, after payment in full DPH grants you a non-exclusive, perpetual licence to use the bespoke website design and deliverables created specifically for you for your own business or personal website. This does not transfer ownership of third-party software, open-source components, stock assets, fonts, themes, plugins or DPH's reusable tools.

11.4 Any assignment of copyright or other intellectual property rights must be expressly agreed in writing and may be subject to payment in full and any third-party licence restrictions.

11.5 You warrant that you have the rights and permissions necessary for DPH to use Client Materials for the purposes of the Agreement. You are responsible for claims arising from materials supplied by you or instructions that require DPH to infringe a third party's rights.

12. Confidentiality and data protection

12.1 Each party will take reasonable steps to keep confidential information received from the other party secure and will use it only for the purposes of the Agreement. This obligation does not apply to information that is public other than through breach, already lawfully known, independently developed, or lawfully received from another source.

12.2 Either party may disclose confidential information where required by law, a court, a regulator or a competent authority, or to its professional advisers, insurers, employees and contractors who need to know it and are subject to appropriate confidentiality obligations.

12.3 DPH will process personal data in accordance with applicable data protection law, including the UK GDPR and Data Protection Act 2018, and its Privacy Notice. The Privacy Notice explains the categories of personal data, purposes, lawful bases, retention, sharing and individual rights.

12.4 Where DPH processes personal data on your behalf as a processor, the parties will put in place any data processing terms required by law. You remain responsible for determining the purposes and means of your own processing and for providing any required privacy information to your users.

12.5 DPH will not use customer contact details for unsolicited direct marketing where consent or another lawful basis is required. You may opt out of marketing communications at any time.

13. Suspension and termination

13.1 Unless an order confirmation states a fixed term, recurring Services continue for the billing period stated in the order confirmation and renew for successive billing periods until cancelled in accordance with this clause.

13.2 You may cancel recurring Services by giving DPH at least 30 days' written notice, unless the order confirmation or applicable law provides a different period. A cancellation request must identify the account and Services to be cancelled. We may ask reasonable security questions to verify authority.

13.3 Where a fixed minimum term or project commitment has been agreed, cancellation during that term may result in charges properly due under the order confirmation, subject to consumer rights and applicable law.

13.4 DPH may terminate all or part of the Agreement on reasonable written notice. DPH may terminate immediately by written notice if you commit a serious or repeated breach, fail to pay sums properly due after notice and a reasonable opportunity to remedy, become insolvent, or use the Services in a way that creates a material security, legal or operational risk.

13.5 Either party may terminate the Agreement if the other commits a material breach and, where the breach can be remedied, fails to remedy it within 30 days after receiving written notice specifying the breach and requiring it to be remedied.

13.6 DPH may suspend the affected Services immediately where reasonably necessary to address a security incident, suspected unlawful activity, registry instruction, urgent threat to infrastructure or serious risk to other

customers. Where practicable, DPH will notify you and restore service when the reason for suspension has been resolved.

13.7 On termination, you must pay all fees accrued up to the termination date and any other sums properly payable under the Agreement. Any refund due to you will be calculated in accordance with the order confirmation and applicable law.

13.8 Before termination or expiry, you should arrange export or transfer of your website, email, files and domain services. DPH may charge reasonable, agreed fees for migration, export or assistance not included in your package.

13.9 Following termination, DPH may delete customer data after a reasonable period, subject to applicable law, backup cycles, any agreed retention period and any legal obligation to retain it. We recommend that you obtain and verify your own backups before the service ends.

14. Liability

14.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate misconduct, or any other liability that cannot lawfully be limited or excluded.

14.2 If you are a consumer, DPH is responsible for loss or damage that is a foreseeable result of our breach of this Agreement or failure to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable or that is caused by your breach, misuse or failure to follow reasonable instructions.

14.3 If you are a business customer, subject to clause 14.1, DPH's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the total Fees paid or payable for the affected Services in the 12 months before the event giving rise to the claim.

14.4 Subject to clauses 14.1 and 14.2, DPH will not be liable to a business customer for loss of profit, revenue, anticipated savings, business opportunity, goodwill, data or indirect or consequential loss. This exclusion does not apply where prohibited by law.

14.5 DPH is not responsible for failures caused by third-party networks, registry decisions, internet routing, external attacks, customer equipment, customer software, inaccurate instructions, force majeure events or other matters outside our reasonable control, except to the extent caused by DPH's own breach or negligence.

14.6 Nothing in this clause affects any mandatory rights or remedies available to a consumer under the Consumer Rights Act 2015 or other applicable law.

15. Indemnity (business customers)

Where you are a business customer, you will indemnify DPH against third-party claims, losses and reasonable costs to the extent arising directly from your unlawful use of the Services, your infringement of a third party's intellectual property rights through Client Materials, or your material breach of the acceptable-use obligations in these Terms. This indemnity does not apply to the extent that the claim or loss was caused by DPH's negligence, breach of the Agreement or unlawful act. This clause does not apply to consumers.

16. Customer service commitments

16.1 DPH aims to acknowledge customer emails within one Business Day.

16.2 DPH aims to provide a response to general enquiries within two Business Days.

16.3 Urgent domain, security or service-compromise reports will be prioritised and assessed as soon as reasonably practicable. The time required to investigate and resolve an issue will depend on its nature, severity, third-party involvement and the information available.

16.4 DPH will acknowledge complaints within one Business Day where practicable and in any event within five Business Days. DPH aims to resolve straightforward complaints within five Business Days of receipt. If a complaint is

more complex or cannot reasonably be resolved within that period, DPH will provide an update explaining the position, any further steps required and an expected timeframe for the next update or resolution.

16.5 These are service targets rather than guarantees that a technical fault, third-party issue or complex complaint will always be fully resolved within the stated period. DPH will keep you reasonably informed where further investigation is required.

17. Complaints

If you are unhappy with any aspect of DPH's service, please contact us using the details below. Our separate Complaints Procedure explains how complaints are recorded, investigated, escalated and responded to.

- Email: complaints@designplushosting.co.uk
- Telephone: 0800 9800035
- WhatsApp: 07848 259399

Please include your name, account or domain details, a description of the issue, relevant dates and the outcome you are seeking. We will acknowledge and handle your complaint in accordance with clause 16 and the Complaints Procedure.

18. Abuse reporting

Reports of suspected domain, DNS, website, email or hosting abuse should be sent to abuse@designplushosting.co.uk. Please provide the affected domain, URL, IP address or service, a clear description of the suspected abuse, relevant evidence and your contact details. DPH will review reports, prioritise actionable reports according to risk and take appropriate steps in line with applicable law, registry policy and our Abuse Reporting Procedure. Where necessary, we may request further information, preserve relevant records, restrict affected services or refer matters to the relevant provider, registry or competent authority.

19. Force majeure

Neither party will be liable for delay or failure to perform an obligation to the extent caused by an event beyond its reasonable control, including severe weather, fire, flood, epidemic, war, terrorism, civil unrest, government action, industrial dispute, power failure, telecommunications or internet outage, cyberattack, failure of a third-party provider or registry, or interruption to essential infrastructure. The affected party will take reasonable steps to reduce the impact and resume performance as soon as reasonably practicable. If the event continues for an extended period and materially affects the Services, either party may terminate the affected Services by written notice.

20. Changes to these Terms

DPH may update these Terms where reasonably necessary to reflect changes in law, regulation, registry rules, technology, security requirements or the Services. We will give reasonable notice of material changes where practicable. A change will not retrospectively remove rights already accrued. If a change materially disadvantages you, you may contact DPH to discuss it and, where required by law or the order confirmation, terminate the affected Services.

21. Notices

Notices under the Agreement must be in writing and may be sent by email to the address most recently supplied by the other party or by post to the business address or the customer's last notified address. You must keep your contact details up to date. A notice sent by email will normally be treated as received on the next Business Day after sending, provided the sender has not received an automated delivery failure. This clause does not alter any statutory rules governing service of legal proceedings.

22. General

22.1 If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions will continue in force. The invalid provision will be treated as modified to the minimum extent necessary to make it valid, where legally possible.

22.2 A failure or delay by either party to exercise a right does not waive that right.

22.3 You may not assign or transfer your rights or obligations under the Agreement without DPH's prior written consent, which will not be unreasonably withheld where the transfer does not increase DPH's obligations or risk. DPH may use suitably qualified subcontractors to assist in providing the Services but remains responsible for its contractual obligations.

22.4 DPH is an independent limited company. It is not a trading name, subsidiary or affiliate of another registrar and has no ownership, corporate or contractual connection with other Nominet-accredited registrars. DPH deals directly with its registrants and customers and does not appoint third-party resellers for the Services covered by these Terms.

22.5 No person who is not a party to the Agreement may enforce any term under the Contracts (Rights of Third Parties) Act 1999, except where expressly stated otherwise.

22.6 The Agreement constitutes the entire agreement between the parties in relation to the Services and replaces prior discussions or understandings on the same subject, but does not exclude liability for fraud or fraudulent misrepresentation.

23. Governing law and jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it will be governed by the law of England and Wales. The courts of England and Wales will have jurisdiction, except that consumers resident in another part of the United Kingdom may have the right to bring proceedings in their local courts and retain any mandatory protections afforded by the law applicable to them.

Separate policies and procedures

The following documents are intended to be published separately and should be read alongside these Terms & Conditions:

- Privacy Notice – explaining how DPH collects and uses personal data.
- Complaints Procedure – explaining how customers can make a complaint and how DPH will investigate and respond.
- Abuse Reporting Procedure – explaining how to report suspected abuse involving domains, DNS, websites, email or hosting.