

Website Hosting & Domain Services Terms & Conditions

Updated: July 2026

These Terms & Conditions ("Terms") set out the agreement between:

Blake Mark Productions Ltd, a company registered in England & Wales (Company No. 15804012) with its registered office at 124 City Road, London, EC1V 2NX ("we", "us", "our"),

and

the customer purchasing our Services ("you", "your").

By ordering or using our Services, you agree to be bound by these Terms, together with our Hosting Service Level Agreement (SLA), Acceptable Use Policy (AUP), and Privacy Policy, which together form the contract between us.

If you do not agree to these Terms, you must not order or use the Services.

Definitions

AUP: our Acceptable Use Policy (as updated from time to time).

Business Customer: a customer acting in the course of trade, business, craft, or profession (including sole traders).

Client Area: our online portal used to manage your account, Services, invoices, and support requests.

Consumer: an individual acting wholly or mainly outside their trade, business, craft, or profession.

DPA: our Data Processing Agreement (where applicable).

Hosted Content: any websites, files, databases, email, applications, or data stored, transmitted, or processed under your account.

Order Confirmation: our written confirmation (including by email or in the Client Area) that we have accepted your order.

Renewal Date: the date on which a Service renews unless cancelled in accordance with these Terms.

Services: website hosting, domain registration/renewal/transfer, email hosting, migrations, and related technical services.

1. Documents forming the Contract

- 1.1. These Terms, together with the following documents, form the contract between you and us (the “**Contract**”):
 - a) our Service Level Agreement (SLA);
 - b) our Acceptable Use Policy (AUP);
 - c) our Privacy Policy; and
 - d) where applicable, our Data Processing Agreement (DPA).
- 1.2. Order of priority: If there is a conflict, the following order applies:
 - a) any signed written agreement or statement of work (if applicable);
 - b) the SLA (for availability/service credit matters);
 - c) these Terms;
 - d) the AUP;
 - e) the DPA (for data protection processing matters); and
 - f) the Privacy Policy (for information about how we use personal data).

2. Who we sell to

- 2.1. We supply Services to Business Customers and Consumers. Certain provisions apply only to Business Customers or only to Consumers and are marked accordingly.
- 2.2. If you are a Consumer, nothing in these Terms affects your statutory rights.

3. Contract formation

- 3.1. Your order constitutes an offer to purchase the Services.
- 3.2. A binding Contract is formed when we:
 - a) issue an Order Confirmation or invoice; or
 - b) activate/provide access to the Services,whichever occurs first.
- 3.3. The Service term (monthly, annual, multi-year, or otherwise) will be shown at checkout and/or on your invoice or Order Confirmation.
- 3.4. You are responsible for ensuring all information you provide to us is accurate, complete, and kept up to date.

4. Services, availability, and maintenance

- 4.1. We provide UK-based hosting and related services using commercially reasonable security and operational measures appropriate for the type of Service purchased.

- 4.2. Availability: We aim to provide high availability and use commercially reasonable efforts to maintain service continuity. Availability may be affected by:
 - a) scheduled maintenance;
 - b) emergency maintenance or security work;
 - c) DDoS mitigation measures (including temporary filtering or blocking);
 - d) failures or limitations of third-party software or infrastructure; or
 - e) events outside our reasonable control.
- 4.3. Availability targets and any applicable remedies are set out in our SLA.
- 4.4. Sole remedy for availability (to the extent permitted by law): Where the SLA provides service credits or remedies for availability failures, those credits/remedies are your sole and exclusive remedy for service availability failures (without prejudice to Consumer statutory rights).
- 4.5. We may carry out maintenance with at least 24 hours' notice where reasonably practicable. Urgent or emergency work may be performed without notice where required to protect stability or security.

5. Technical Support

- 5.1. Hosting support covers server-level issues only, including:
 - a) network connectivity and uptime;
 - b) DNS, SSL, and email configuration;
 - c) control panel access and diagnostics.
- 5.2. Support does not include website content, application-level issues, plugins, themes, custom code, malware clean-up, or design work unless covered by a separate written agreement.
- 5.3. Support hours are Monday to Friday, 09:00–17:00 (UK time), excluding UK public holidays, via:
 - Email: support@blakemarkproductions.com
 - Live chat (where available)
 - Support ticket via help.blakemarkproductions.com

6. Your responsibilities

- 6.1. You are responsible for:
 - a) the legality, accuracy, integrity, and security of your Hosted Content;
 - b) maintaining independent backups of your data unless backups are expressly included in your plan;
 - c) keeping all software, scripts, plugins, themes, and CMS installations updated and

- secure;
 - d) configuring and using your Services securely (including strong passwords, MFA where available, and secure admin practices); and
 - e) compliance with applicable laws, including data protection and privacy laws.
- 6.2. You must not use the Services for:
- a) unrelated file storage or personal cloud storage;
 - b) media streaming services (unless explicitly included in your plan);
 - c) cryptocurrency mining;
 - d) sending spam or unsolicited bulk messages; or
 - e) any activity prohibited by our AUP.
- 6.3. You are responsible for all activity under your account and for keeping login credentials secure. You must notify us promptly if you suspect unauthorised access.
- 6.4. Fair Use & Resource Limits: Hosting plans are subject to reasonable technical and usage limits (including CPU, memory, disk usage, I/O, and email sending). Where usage exceeds plan limits or risks service stability, we may require optimisation, a plan change, or temporarily suspend Services in accordance with clause 13.

7. Migrations

- 7.1. Where offered, we may assist with website and/or domain migrations using reasonable skill and care.
- 7.2. Migration services are provided on a best-efforts basis. You remain responsible for verifying functionality, data accuracy, and completeness following migration.
- 7.3. We will notify you when migration work is completed. You must report any issues within 7 days of notification. If no issues are reported within this period, the migration will be deemed accepted.
- 7.4. We are not responsible for issues arising from third-party software, outdated systems, unsupported configurations, or pre-existing defects.

8. Domain services

- 8.1. Domain registrations, renewals, and transfers are subject to the rules of the relevant registry/registrar and any applicable third-party terms.
- 8.2. We do not guarantee the availability, successful registration, renewal, or transfer of any domain name.

- 8.3. Once a domain registration or renewal has been submitted to the registry/registrar, fees are non-refundable because the transaction is processed by third parties and cannot typically be reversed.
- 8.4. If a valid payment method is stored on your account and auto-renew is enabled, domains will renew automatically on the Renewal Date. We aim to send renewal reminders approximately 30 days before renewal, but you remain responsible for ensuring payment details are valid and renewals are paid on time.
- 8.5. You are responsible for:
 - a) ensuring domain renewals are paid on time;
 - b) keeping registrant contact details accurate and current;
 - c) ensuring you have the legal right to register and use the domain.
- 8.6. If a domain expires, restoration/redemption may incur additional fees and may not be possible.
- 8.7. Domain transfers require the domain to be eligible and may require an authorisation code and/or registrar tag change. We are not responsible for delays or failures caused by third parties or incomplete information.
- 8.8. Certain registration details may be published via WHOIS databases in accordance with registry rules and data protection law.
- 8.9. Domain registrations are subject to third-party terms, including:
 - .UK domains: Nominet UK – <https://nominet.uk/wp-content/uploads/2025/03/Terms-and-conditions-of-domain-name-registration.pdf>
 - .COM, .NET, .ORG, .INFO, .BIZ: ICANN – <https://www.icann.org>

9. Email services

- 9.1. Email services are provided for legitimate use only. Sending spam or unsolicited bulk email is prohibited and may result in immediate suspension.
- 9.2. You are responsible for securing mailboxes, using strong passwords where available, and maintaining good sending practices.

10. Fees, billing, and payment

- 10.1. Fees are billed monthly, annually, or as otherwise stated at checkout, in advance.
- 10.2. Services renew automatically unless cancelled in accordance with clause 14.
- 10.3. Invoices must be paid by the due date to avoid interruption. We may suspend Services for non-payment under clause 13.

- 10.4. All fees are exclusive of VAT unless stated otherwise.
- 10.5. Business Customers: Late payments may incur statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.6. If you dispute an invoice, you must notify us promptly with reasonable details. Disputed amounts do not relieve you of the obligation to pay undisputed amounts by the due date.

11. Consumer cancellation rights (Cooling-Off)

This clause 12 applies only if you are a Consumer.

- 11.1. If you are a Consumer, you generally have the right to cancel the Contract within 14 days of the day after the Contract is formed ("Cooling-Off Period"), without giving any reason.
- 11.2. If you ask us to begin supplying Services during the Cooling-Off Period, and you then cancel, you must pay for the Services provided up to the time you cancel.
- 11.3. If you request that we fully perform a Service during the Cooling-Off Period and that Service is fully performed, you acknowledge that you will lose your right to cancel that Service once performance is complete (as permitted by applicable law).
- 11.4. Domain registration, renewal, and transfer services are typically performed immediately once submitted to the registry/registrar. If you request us to start domain services during the Cooling-Off Period, you acknowledge that you may lose the right to cancel those domain services once they have been performed/submitted, and domain fees may be non-refundable (see clause 8.3).
- 11.5. Consumers can cancel by submitting a cancellation request via the Client Area or by emailing support@blakemarkproductions.com from the email address registered to the account, stating the Service(s) to be cancelled.

12. Suspension and Termination

- 12.1. You may cancel Services via the Client Area by giving at least 30 days' notice before the Renewal Date (unless a shorter notice period is stated for a specific Service at checkout).
- 12.2. We may suspend or terminate Services immediately if you:
 - a) breach these Terms, the SLA, or the AUP;
 - b) fail to pay fees when due;
 - c) host illegal, infringing, or malicious content; or
 - d) pose a risk to platform security or stability.

- 12.3. Where reasonably practicable, we will notify you of suspension and steps to restore Services, and where appropriate provide an opportunity to remedy the issue. However, we may act immediately where needed to protect security, comply with law, or prevent harm to our network or other customers.
- 12.4. If payment is not received by the due date, we may restrict or suspend Services. We may restore Services after payment is received (and may charge reasonable reactivation fees where disclosed).
- 12.5. Upon termination, Hosted Content will be available for download for up to 7 days (unless legal, security, or technical constraints require earlier deletion), after which it may be permanently deleted.
- 12.6. Prepaid fees are non-refundable once a service term has commenced, except where required by law (including Consumer rights under clause 12).

13. Renewals

- 13.1. Services renew automatically on the Renewal Date unless cancelled under clause 12.1.
- 13.2. You are responsible for ensuring your contact and payment details remain up to date. Failure to receive reminders does not remove your obligation to pay renewal fees if you wish to keep the Service active.

14. Data Protection

- 14.1. Where we process personal data on your behalf in providing the Services, we act as a processor and you act as the controller (unless we agree otherwise in writing).
- 14.2. We process personal data in accordance with UK data protection law (including UK GDPR and the Data Protection Act 2018) and our Privacy Policy.
- 14.3. The parties agree that the Data Processing Schedule set out in Schedule 1 forms part of this Contract and constitutes the data processing agreement required under Article 28 UK GDPR.
- 14.4.
- 14.5. We may use sub-processors to deliver the Services and will remain responsible for their compliance with applicable data protection obligations.

15. Liability

- 15.1. Nothing in these Terms limits or excludes liability for:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other liability which cannot lawfully be limited or excluded.
- 15.2. Subject to clause 15.1, we are not liable for:
- a) loss or corruption of data (you are responsible for maintaining backups unless expressly included in your plan);
 - b) downtime caused by third-party services, cyberattacks, DDoS attacks, or force majeure events; or
 - c) indirect or consequential losses, including loss of profit, revenue, or goodwill.
- 15.3. Business Customers: Subject to clauses 15.1 and 15.2, our total liability shall not exceed the fees paid for the affected Services in the 12 months preceding the event giving rise to the claim.
- 15.4. Consumers: Nothing in these Terms affects your statutory rights. Any limitations apply only to the extent permitted by law.

16. Force Majeure

- 16.1. We are not responsible for failure or delay caused by events outside our reasonable control, including power failures, network outages, cyberattacks, natural disasters, pandemics, war, terrorism, industrial disputes, or acts of government.

17. Changes to these terms

- 17.1. We may update these Terms from time to time.
- 17.2. Changes take effect 30 days after publication on our website (or notification via email/Client Area), unless the change is required sooner by law or for security reasons.
- 17.3. Consumers – material disadvantage: If you are a Consumer and a change materially disadvantages you, you may cancel the affected Service before the change takes effect. This does not affect charges for Services already supplied.

18. Notices

- 18.1. Notices may be given by email or via the Client Area.

- 18.2. Business Customers: Notices are deemed received 24 hours after sending an email (unless an error message indicates non-delivery).
- 18.3. Consumers: Notices are effective when received.

19. General

- 19.1. You may not transfer this agreement without our written consent. We may assign or transfer our rights and obligations to an affiliate or successor as part of a business reorganisation, merger, or sale, provided this does not reduce Consumer statutory protections.
- 19.2. No third party has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms.
- 19.3. If any provision is unenforceable, the remainder remains effective.
- 19.4. Failure to enforce a right does not waive it.
- 19.5. These Terms and the documents referred to in clause 2 constitute the entire agreement between the parties relating to the Services and supersede prior communications.

20. Governing Law

- 20.1. These Terms are governed by the laws of England and Wales.
- 20.2. The courts of England and Wales have exclusive jurisdiction, except that Consumers may bring claims in the courts of their country of residence where mandatory law allows.

Schedule 1 – Data Processing Agreement

This Data Processing Agreement ("DPA") forms part of the Contract between Blake Mark Productions Ltd ("Processor") and the customer ("Controller") where personal data is processed in connection with the Services.

1. Definitions

- 1.1. In this Schedule, the terms "personal data", "processing", "controller", "processor", "data subject", "personal data breach", and "sub-processor" have the meanings given in UK GDPR.

2. Scope and roles

- 2.1. The Controller determines the purposes and means of processing personal data.
- 2.2. The Processor processes personal data solely on behalf of the Controller in order to provide the Services.
- 2.3. The categories of data subjects, types of personal data, purposes of processing, and duration of processing are described in Appendix A to this Schedule.

3. Processor obligations

- 3.1. The Processor shall:
 - a) process personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country, unless required to do so by applicable law;
 - b) ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations;
 - c) implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage, taking into account the nature of the processing and the risks involved;
 - d) take reasonable steps to ensure the reliability of personnel who have access to personal data;
 - e) not use personal data for its own purposes.

4. Security measures

- 4.1. The Processor shall implement appropriate security measures, which may include (as appropriate to the Services provided):
 - a) access controls and authentication;
 - b) encryption in transit where supported;
 - c) network security and firewalls;
 - d) monitoring and logging;
 - e) vulnerability and patch management; and
 - f) data resilience and availability measures.
- 4.2. The Controller acknowledges that no system can be guaranteed to be 100% secure and accepts responsibility for securing applications, content, credentials, and end-user access.

5. Sub-processors

- 5.1. The Controller authorises the Processor to engage sub-processors for the provision of the Services.
- 5.2. The Processor shall ensure that any sub-processor is subject to data protection obligations substantially similar to those set out in this Schedule.
- 5.3. A list of categories of sub-processors (e.g. infrastructure providers, email security providers, payment processors) may be made available on request or via the Privacy Policy.
- 5.4. The Processor remains fully liable for the acts and omissions of its sub-processors.

6. Data Subject rights

- 6.1. Taking into account the nature of the processing, the Processor shall assist the Controller, by appropriate technical and organisational measures, to respond to requests from data subjects to exercise their rights under UK GDPR.
- 6.2. Where the Processor receives a request directly from a data subject, the Processor shall promptly notify the Controller and shall not respond unless instructed to do so by the Controller or required by law.

7. Personal data breaches

- 7.1. The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach affecting the Services.
- 7.2. The notification shall include, where reasonably available:
 - a) a description of the nature of the breach;
 - b) the categories and approximate number of data subjects concerned;
 - c) the likely consequences; and
 - d) measures taken or proposed to address the breach.
- 7.3. The Processor shall cooperate with the Controller in meeting any regulatory or data subject notification obligations.

8. Assistance and audits

- 8.1. The Processor shall provide reasonable assistance to the Controller in ensuring compliance with UK GDPR obligations relating to:
- a) security of processing;
 - b) breach notification;
 - c) data protection impact assessments; and
 - d) prior consultation with supervisory authorities.
- 8.2. The Processor shall make available information reasonably necessary to demonstrate compliance with this Schedule.
- 8.3. Any audit requests shall be:
- a) reasonable in scope and frequency;
 - b) subject to confidentiality; and
 - c) not unreasonably disruptive to the Processor's operations.

9. International transfers

- 9.1. The Processor shall not transfer personal data outside the UK unless:
- a) the transfer complies with UK GDPR; and
 - b) appropriate safeguards are in place (such as adequacy regulations or standard contractual clauses).

10. Return and deletion of data

- 10.1. Upon termination of the Services, the Processor shall, at the Controller's choice:
- a) make personal data available for retrieval for a limited period; and/or
 - b) delete or anonymise personal data, unless retention is required by law.
- 10.2. Backups may be retained for a limited period in accordance with the Processor's backup retention policies, after which they shall be securely deleted.

11. Liability

- 11.1. Liability arising under this Schedule shall be subject to the limitations of liability set out in the Terms.

Appendix A – Processing Details

Subject matter:

Provision of hosting, domain, email, and related technical services.

Duration:

For the term of the Services and any applicable retention period.

Categories of data subjects:

End users, website visitors, email recipients, account users, and administrators.

Types of personal data:

Names, email addresses, IP addresses, contact details, account credentials, website and email content (as determined by the Controller).

Processing activities:

Storage, transmission, access, deletion, backup, and other processing necessary to provide the Services.