



Host Phoenix Price List & Terms

Shared hosting plans

We offer a wide range of hosting plans to suit all budgets and requirements. All our hosting is provided with a customer control panel that allows you to control your email and hosting. Our servers are Linux based Apache servers and have PHP4 or 5 enabled by default.

ITEM	DESCRIPTION	COST PER YEAR
Email Only	1 Mb web space , 3 mail boxes	£14.99 + VAT
Phoenix Shared	10Gb web space , 30 mail boxes and 3 MySQL databases	£180.00 + VAT
Technical support	For hosting & email control panel requests	£75.00 + VAT
Additional Mail boxes	Additional POP Boxes for your plan	£4.99 + VAT
Additional MySQL db	Additional mySQL DB for your plan	£7.49 + VAT
Additional FTP Users	Additional FTP users for your plan	£7.49 + VAT

Virtual Private Servers

A Virtual Private Server (VPS) is a hosting environment that combines the benefits of both shared hosting and dedicated hosting. Each Virtual Private Server partition runs its own operating system in a secure and private environment and cannot be accessed or interrupted by its neighbours. This system gives you the same level of root access as a dedicated server whilst sharing the cost of the hardware.

Users share system resources, such as the CPU and memory, but unlike shared hosting (a virtual host on a shared hardware server) the file system is fully partitioned. This means you get a guaranteed share of the server's resources, while root access allows you to customise the virtual server.

Because a single physical server is shared between several users, the cost of a virtual server is small when compared to the price of a dedicated server. But the level of flexibility is similar (although you'll still need a dedicated server for really demanding applications or high-traffic sites). Each server includes a dedicated IP address and Tier-1 redundant bandwidth with RAID-10 disk storage.

PLEASE NOTE: All VPS and Dedicated servers have a set-up charge of £75.00

ITEM	DESCRIPTION	COST PER YEAR
VPS 384	384MB RAM, 15GB Storage and 225GB Bandwidth	£400.00 + VAT
VPS 512	512MB RAM, 20GB Storage and 300GB Bandwidth	£500.00 + VAT
VPS 768	768MB RAM, 30GB Storage and 450GB Bandwidth	£650.00 + VAT
VPS 1024	1GB RAM, 40GB Storage and 600GB Bandwidth	£850.00 + VAT

Dedicated Servers

A dedicated server gives you much more power and capacity than you get with shared hosting. An entire, physical server is yours - you do not have to share the processing capacity, disk space or memory with anyone else. Typically, dedicated servers are used to host complex, busy websites which have outgrown a shared hosting package. They are also used by

businesses which need to use non-standard applications. You can install whatever applications you like onto your dedicated server. We will grant you full root access or administrator rights, giving you complete freedom to use the server for whatever you want.

Our range of Dedicated Servers provides either Dual or Quad core processors and offer unlimited bandwidth.

ITEM	DESCRIPTION	COST PER YEAR
Enterprise	Dedicated Dual Core (2.33Ghz Xeon) 160Gb (RAID1) & 2Gb RAM*	£1,200.00 + VAT
Enterprise Plus	Dedicated Quad Core (2.5Ghz Xeon) 250Gb (RAID1) & 4Gb RAM*	£2,400.00 + VAT

Server & Email Back-Up

Server back-up

Server back-up prevents the loss of your data on the server, be it server failure, hacking, corrupted, or just deleted. Back up is peace of mind making sure you don't lose data or lose business.

ITEM	DESCRIPTION	COST PER YEAR
BACKUP	Per 10Gb backup	£15/month
	Per 100Gb backup	£60/month

PLEASE NOTE: We accept no responsibility for the loss of data where no back-up has been requested.

Email back-up

Backup MX is a service that safeguards your incoming email — even if your mail server or network goes down. Our backup MX servers are geographically dispersed, and are independent of other systems. So your email data is protected, come hacker or high water.

ITEM	DESCRIPTION	COST PER YEAR
BMX	2Gb storage, 10 domains and 2 relays (£10.00 set-up)	£180.00 + VAT
BMX PLUS	4Gb storage, 20 domains and 2 relays (£10.00 set-up)	£240.00 + VAT

Domains

ITEM	DESCRIPTION	COST
Global domains	Registration or renewal of .com type domains for 2 years	£24.99 + VAT
UK domains	Registration or renewal of .uk type domains for 2 years	£9.99 + VAT
Special domains	.tv, .uk.com, .eu.com, .gb.com, .gb.net, .uk.net, .mobi or .cc for 1 year	£74.99 + VAT
Domain transfers	Transferring a domain in or out (excludes Special Domains)*	£12.50 + VAT
Domain transfers	Transferring a special domain in or out**	£29.99 + VAT
Email Virus Scanning	Annual email virus protection per domain	£34.99 + VAT
Domain administration	Custom DNS configurations	£75.00 + VAT

* This does not cover charges from other hosting companies for the transfer.

You may also be charged by your receiving or releasing hosting company for transferring in or out your domain in addition to our charges.

** .mobi domain transfers are charged at £50.00

Acceptable use Policy (Terms)

This acceptable use policy sets out the terms between you and us under which you may use the hosting services we provide ("Hosting Services"). Your use of the Hosting Services means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms and conditions of sale. The Hosting Services are provided by Phoenix London (UK) Ltd trading as Host Phoenix or Phoenix East ("we", "us" and "our"). We are registered in England and Wales under company number 5071905 and we have our registered office and trading address is at The Studio, Flowton Hall, Flowton, Ipswich IP8 4LH.

1. Resource usage

- 1.1. The Hosting Services comprise the provision of web space on our servers to enable you to upload pages and files for the purpose of publishing websites.
- 1.2. The Hosting Services that allow you 'unlimited' server space are for normal routine "non-file-distribution" web usage.
- 1.3. For websites that allow downloading of video, audio or other files we reserve the right to impose a bandwidth limit of twenty-five (25) gigabytes (26,843,545,600 bytes) per calendar month.
- 1.4. Non-file-distribution usage will remain unaffected by any limit imposed on downloading of video, audio or other files.

2. Prohibited uses

- 2.1. You may use the Hosting Services only for lawful purposes.
- 2.2. You may not use the Hosting Services:
 - 2.2.1. in any way that breaches any applicable local, national or international law or regulation;
 - 2.2.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 2.2.3. for the purpose of harming or attempting to harm minors in any way;
 - 2.2.4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section 5);
 - 2.2.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (also known as SPAM); or
 - 2.2.6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.3. In your use of the Hosting Services (other than where you are using a VPS or your own dedicated server), you may not:
 - 2.3.1. use more than 5 % of our server's processing capacity. There are numerous activities that could cause such problems, including (but not limited to) CGI scripts and intensive FTP, PHP or HTTP operations;
 - 2.3.2. run stand-alone, unattended server-side processes or any daemons
 - 2.3.3. run any type of web spider or indexer
 - 2.3.4. run any software that interfaces with an Internet Relay Chat network;
 - 2.3.5. run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers;
 - 2.3.6. participate in any file-sharing/peer-to-peer activities;
 - 2.3.7. run any gaming servers; or
 - 2.3.8. run cron entries or other scheduled tasks other than by configuring them through our control panel.
- 2.4. give away web space under a domain
- 2.5. You must not use the Hosting Services as an offsite backup facility. Therefore, all files uploaded to our servers as part of your usage of the Hosting Services must be visible and accessible to the outside world (web-visible) unless they are needed to operate the website of which they form part. We reserve the right to delete files or directories that are not web-visible without giving notice to you.
- 2.6. All pages of website stored on our servers as part of the Hosting Services will be available to search engines unless you take action to prevent this. If you wish to optimise your web pages for search engines you agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines.

3. Liability & Back-up

- 3.1. It is your responsibility to maintain appropriate and up-to-date back-up copies of any data, information or other material ("Material") you upload (or permit to be uploaded) onto servers provided or resold by Phoenix London or 3rd party servers not provided or resold by Phoenix London.
- 3.2. If you do not have an up-to-date-back-up copy in the event of loss of or damage to your Material, server downtime will be considerably longer, data may be lost and the cost to reinstate to the best of our ability, considerably more than if an up-to-date-back-up is provided.

- 3.3. We will not be responsible for losses incurred (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise, and we reserve the right to charge for any time taken to reinstate your server and Material thereon. Losses may include but are not limited to:
Loss by: server failure, hacking, corruption or deletion;
Loss of: income or revenue, business, profits or contracts, anticipated savings, goodwill, software or data;
Wasted expenditure (such as pay per click advertising costs); or wasted management or office time.

4. Reselling

- 4.1. You agree:
- 4.1.1. not to re-sell or offer for the use of third parties any part of our Hosting Services.
 - 4.1.2. not to access without authority, interfere with, damage or disrupt:
 - 4.1.2.1. any part of the Hosting Services;
 - 4.1.2.2. any equipment or network used to provide the Hosting Services;
 - 4.1.2.3. any software used in the provision of the Hosting Services; or
 - 4.1.2.4. any equipment or network or software owned or used by any third party.

5. Interactive services

- 5.1. Where you use, or allow the use of, the Hosting Services to host a website on which interactive services (for example, chat rooms or bulletin boards) are provided ("interactive services"), you must ensure the use of best practice to operate those interactive services.
- 5.2. Notwithstanding the use of best practice in operating the interactive services, you must assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service you allowed to be hosted using the Hosting Services and use appropriate moderation in the light of those risks. However, we are under no obligation to oversee or monitor your use of the Hosting Services in relation to any interactive services you provide or allow to be provided.

6. Content standards

- 6.1. These content standards apply to any and all material that you allow to be hosted through the Hosting Services ("Material"), and to any interactive services associated with it.
- 6.2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Material as well as to its whole.
- 6.3. Material must:
- 6.3.1. be accurate (where they state facts);
 - 6.3.2. be genuinely held (where they state opinions)
 - 6.3.3. comply with applicable law in the UK and in any country from which they are posted.
- 6.4. Material must not:
- 6.4.1. contain any material which is defamatory of any person;
 - 6.4.2. contain any material which is obscene, offensive, hateful or inflammatory;
 - 6.4.3. contain any material that is pornographic;
 - 6.4.4. promote violence;
 - 6.4.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 6.4.6. infringe any copyright, database right or trade mark of any other person;
 - 6.4.7. be likely to deceive any person;
 - 6.4.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 6.4.9. promote any illegal activity;
 - 6.4.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 6.4.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
 - 6.4.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - 6.4.13. give the impression that they emanate from us, if this is not the case
 - 6.4.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

7. Set up fee

All Virtual Private Servers and Dedicated Servers carry a one off £75 set up fee.

8. Suspension and termination

- 8.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Hosting Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 8.2. Failure to comply with this acceptable use policy constitutes a material breach of the our terms and conditions of sale upon which you are permitted to use the Hosting Services, and may result in our taking all or any of the following actions:
 - 8.2.1. immediate, temporary or permanent withdrawal of your right to use the Hosting Services;
 - 8.2.2. immediate, temporary or permanent removal of any Material (as defined in paragraph 5.1) uploaded to our servers;
 - 8.2.3. issue of a warning to you;
 - 8.2.4. issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 8.2.5. further legal action against you
 - 8.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 8.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

9. Cancellation and renewal of service

- 9.1. Renewal of service – Whether on a yearly or monthly service your hosting will automatically renew unless we are notified (by post, fax or email) one billing month prior to renewal date.
- 9.2. Cancellation of service –If you wish to cancel your hosting service we require written notice (by post, fax or email) of one billing month prior to requested cancellation date. It is not necessary to wait until the renewal date however an administration charge of £12.50 will be added to all Shared Hosting Plan cancellations requested outside of this date.

10. Payment Terms

Payment for monthly hosting is by standing order in advance. Payment for yearly hosting is by invoice due on 30 days.

11. Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check our acceptable use policy from time to time (which you can find on our website footer) to take notice of any changes we make, as they are legally binding on you.

12. Governing Law

This agreement shall be governed by English law.