

TRILOGY WEB SOLUTIONS

Website Care Service Agreement and Service Levels

Rolling monthly website care, hosting and support terms

Document status	Customer version - approved by the owner for issue
Version	1.0 - 25 August 2026
Supplier	Trilogy Web Solutions Ltd, company number 08421862
Customer	As identified in the applicable Order Form
Service	Website Essentials or Managed Website Care for one named website

Important: Please read this Agreement together with the applicable Order Form. The Order Form identifies the Customer, Covered Website, selected plan, price, Start Date and any website-specific operational details.

Plain-English summary

- Rolling monthly service: there is no fixed minimum term after the service starts.
- Cancellation requires one calendar month's written notice through the client area or the designated cancellation email; there is no cancellation fee.
- Recurring fees already paid are not refunded or credited merely because the service ends part-way through a paid Billing Period, except where required by law or to correct a duplicate or incorrect charge.
- Each subscription covers one named, eligible WordPress website and includes Trilogy Unlimited hosting and SSL while the care plan remains active.
- When cancelling care, the Customer can choose to keep standalone Trilogy Unlimited hosting or end both care and hosting.
- The care plan covers only the checks and maintenance expressly listed; Unlimited hosting does not mean unlimited website care.

This summary helps explain the agreement but does not replace the clauses and schedules that follow.

1. Contract and parties

1.1 This Website Care Service Agreement and Service Levels (the Agreement) is made between Trilogy Web Solutions Ltd, company number 08421862, whose registered office is at 162 Broad Hinton, Twyford, Berkshire, RG10 0XH (Supplier), and the customer identified in the applicable Order Form (Customer).

1.2 The Agreement consists of: (a) the Order Form; (b) these terms; (c) Schedule 1 (Service Plans); (d) Schedule 2 (Service Communication Targets); and (e) Schedule 3 (Data Processing). If they conflict, they apply in that order unless the Order Form expressly states otherwise.

1.3 The Care Service is offered primarily for business use. A Customer accepting the Agreement confirms that it is purchasing wholly or mainly for purposes relating to its trade, business, craft or profession. If the Customer is nevertheless legally acting as a consumer, clause 17 applies and nothing in the Agreement removes statutory consumer rights.

1.4 The contract starts when the Supplier accepts the Customer's order in writing, activates the service, or receives payment, whichever happens first (Start Date).

2. Key definitions

Billing Period	The monthly period beginning on the Customer's recurring billing date.
Business Day	Monday to Friday, excluding public holidays in England.
Business Hours	09:00 to 17:00 UK local time on Business Days.
Care Service	Website Essentials or Managed Website Care, as selected in the Order Form.
Covered Website	The one named, eligible WordPress website recorded in the Order Form.
Critical Incident	A Covered Website that is wholly unavailable to ordinary public visitors, excluding exclusions in clause 9.
Hosting Service	The Trilogy Unlimited web-hosting allocation and SSL included with the Care Service.
Order Form	The order, quotation, checkout record or service confirmation identifying the Customer, plan, Covered Website, fees and Start Date.
Third-Party Service	Any domain registrar, email provider, software, plugin, theme, licence, API, CDN, payment provider or other service not controlled by the Supplier.

3. Service term, written notice and cancellation

3.1 The Care Service is a rolling monthly service. There is no fixed minimum term after the Start Date, but the Customer must give one calendar month's written notice to cancel. There is no cancellation fee.

3.2 Written notice must be submitted through the cancellation function made available in the client area or sent to the cancellation email stated in the Order Form or client account. A telephone call, chat message or informal

conversation does not by itself constitute cancellation notice. The Supplier will acknowledge a valid request in writing and record its effective date.

3.3 A valid cancellation takes effect at 23:59 UK time one calendar month after the Supplier receives the completed written request, unless the parties agree a later date in writing. This contractual notice right does not limit any earlier termination right that the Customer has under applicable law or clause 14.

3.4 The completed cancellation request must state whether the Customer wants: (a) the Care Service to end while the Covered Website continues on standalone Trilogy Unlimited hosting at the price confirmed by the Supplier; or (b) both the Care Service and included Hosting Service to end.

3.5 If the Customer does not clearly choose between clause 3.4(a) and 3.4(b), the request is incomplete and the one-month notice period does not start. The Supplier will ask the Customer to complete the choice and will not deliberately terminate the Hosting Service merely because the instruction is unclear.

3.6 The Care Service, included Hosting Service and applicable support continue during the notice period, subject to this Agreement. All recurring fees that fall due up to the effective cancellation date remain payable.

3.7 Recurring fees are charged monthly in advance. Fees already paid are not refundable or creditable merely because the effective cancellation date falls before the end of a paid Billing Period. No pro-rata refund or account credit is due for unused days after cancellation takes effect.

3.8 Clause 3.7 does not exclude a refund or correction required by law and does not permit the Supplier to retain a duplicate payment or an amount charged after the effective cancellation date through the Supplier's error.

3.9 Work already completed, one-off fees already earned and non-refundable Third-Party Service costs that the Customer approved remain payable.

3.10 If the Supplier aligns the Start Date to a standard recurring billing date, the initial partial Billing Period may be charged using a daily calculation unless the Order Form says otherwise. This onboarding calculation does not create a cancellation refund right.

3.11 Cancellation does not remove fees already due, and does not automatically cancel domain registration, email, software licences or any other separately ordered service.

4. What each subscription covers

4.1 Each Care Service subscription covers one Covered Website only. A second website requires a separate subscription or written quotation.

4.2 Both plans include Trilogy Unlimited hosting and SSL for the Covered Website while the Care Service remains active. The hosting allocation and care workload are separate: the word 'Unlimited' in the hosting product name does not create unlimited maintenance, support, changes, storage, traffic or resource use.

4.3 The website must pass the Supplier's eligibility and onboarding assessment. Ecommerce, membership, bespoke, unusually resource-intensive, unsupported or already compromised websites may require a different scope, remediation or price.

4.4 Schedule 1 states the included and excluded work. Anything not expressly included is outside scope and will not be charged without the Customer's agreement.

5. Onboarding and migration

5.1 Before onboarding, the Supplier may assess WordPress access, hosting, software versions, licences, website size, DNS, domain, email and technical dependencies. The Customer must disclose material customisations and known faults.

5.2 A migration, initial repair, malware clean-up, software licence or compatibility remediation is not included unless the Order Form expressly includes it.

5.3 Where migration is agreed, the Supplier will use reasonable care to create a source backup, prepare and test the destination, check key pages and forms, minimise DNS changes, and retain a practical rollback path where feasible.

5.4 Website hosting, domain registration, DNS and email are separate systems. The Supplier will normally leave existing email arrangements unchanged unless an email migration is specifically agreed. No migration can be guaranteed to be risk-free or interruption-free because propagation, third-party systems and undisclosed dependencies are outside the Supplier's complete control.

6. Backups, updates and restoration

6.1 Automated daily website backups means that the Supplier schedules a backup process once per day. Backup success and monitoring are subject to hosting capacity, access, software and Third-Party Services.

6.2 The applicable backup retention period, storage arrangement and whether a separate off-site copy is maintained will be stated in the Order Form or onboarding record before the Care Service starts. A separate off-site copy is not included unless expressly stated. Backups are an operational recovery measure, not a permanent archive. The Customer should retain independent copies of business-critical data and content.

6.3 Managed Website Care includes reasonable rollback of a problem caused directly by a covered WordPress update where the Supplier considers rollback safe and feasible. It does not include repair of unrelated defects, malware, abandoned software, licence problems, custom-code defects or third-party outages.

6.4 Restoration under Website Essentials is not included care work and may be quoted separately, except where required to correct the Supplier's own failure to exercise reasonable care and skill.

7. Security

7.1 The Supplier will use reasonable technical and organisational measures appropriate to the Care Service, including access control, monitoring and patching activities expressly included in the selected plan.

7.2 Security monitoring is not a guarantee that every vulnerability, intrusion, malware infection or loss will be prevented or detected. New vulnerabilities, compromised Customer credentials, unsupported software and third parties remain material risks.

7.3 If the Supplier identifies a material security issue, it may take proportionate temporary action to protect the Covered Website or platform and will notify the Customer as soon as reasonably practicable. Malware investigation, clean-up and incident recovery are outside scope unless separately agreed.

8. Customer responsibilities

- provide accurate contact, billing, ownership and technical information;
- provide timely and lawful access to WordPress, hosting, domain, DNS and relevant Third-Party Services;

- keep account credentials secure, use multi-factor authentication where available, and promptly remove former users;
- maintain valid licences for paid themes, plugins, fonts, content and software not supplied by the Supplier;
- ensure website content, products, claims, privacy notices, cookies and data collection comply with applicable law;
- promptly review notices, reports and requests for decisions;
- avoid making conflicting updates or configuration changes while maintenance is in progress; and
- keep independent copies of irreplaceable content and business records.

8.2 The Supplier is not responsible for delay or failure caused by missing access, late instructions, inaccurate information, the Customer's changes or a failure to meet these responsibilities.

9. Service levels and incidents

9.1 The acknowledgement targets in Schedule 2 apply only during Business Hours and only after the Supplier receives enough information to identify the Covered Website and issue.

9.2 An acknowledgement confirms receipt and initial triage; it is not a guaranteed resolution time. Resolution depends on cause, access, risk, complexity and Third-Party Services.

9.3 Planned maintenance, internet or DNS propagation, scheduled third-party maintenance, Customer changes, malicious attacks, force majeure, domain or email services outside scope, and unsupported or compromised software are excluded from availability and response measurements.

9.4 The service is not 24/7 emergency support. No out-of-hours monitoring response or telephone response is promised unless the Order Form expressly says otherwise.

9.5 Service levels are operational targets, not warranties and do not create automatic service credits. Repeated material failure may be raised through the complaints process and may constitute breach where the legal test for breach is met.

10. Out-of-scope work and change control

10.1 Content edits, design, development, SEO, malware recovery, emergency work, unrelated repairs, email migration, domain transfer, custom integrations and other excluded work require a separate written quotation or order.

10.2 The Supplier will explain the proposed work and price before starting chargeable out-of-scope work. Silence is not approval.

10.3 If urgent action is reasonably necessary to protect the platform or other customers, the Supplier may suspend or isolate the affected service under clause 14, but will not undertake chargeable remedial work without approval unless required by law.

11. Fees, payment and price changes

11.1 Recurring fees are charged monthly in advance. One-off work is charged as stated in the applicable quotation or Order Form. The cancellation and no-refund rules in clause 3 apply.

11.2 If payment fails or becomes overdue, the Supplier will give reasonable notice and an opportunity to correct it before suspending the Care Service, unless immediate suspension is reasonably required to prevent loss, abuse or security risk.

11.3 The Supplier may change a recurring price by giving at least 30 days' written notice. The new price will not apply before the stated effective date. If the Customer submits a valid cancellation request within 14 days after receiving that notice, the previous recurring price will continue during the cancellation notice period.

12. Intellectual property and third-party software

12.1 The Customer retains ownership of its website content and intellectual property. Each party retains ownership of materials, tools, know-how and intellectual property it owned before the Agreement.

12.2 Third-party themes, plugins, software and services remain subject to their own licence terms. The Care Service does not transfer ownership of those items or include renewal fees unless expressly stated.

12.3 The Customer warrants that it has the rights needed for the Supplier to host, copy, back up and process the website and its content for the purpose of providing the service.

13. Confidentiality and data protection

13.1 Each party will keep the other's non-public business, technical and security information confidential, use it only for the Agreement, and disclose it only to personnel and suppliers who need it and are bound by suitable duties, except where disclosure is required by law.

13.2 Each party will comply with applicable Data Protection Law, including the UK GDPR and Data Protection Act 2018 as amended from time to time, including by the Data (Use and Access) Act 2025. For personal data the Supplier processes on the Customer's behalf, the Customer is normally the controller and the Supplier is normally the processor. Schedule 3 applies.

13.3 The Customer remains responsible for its website privacy information, lawful basis, cookie choices, data collection and responses to individuals, unless separately agreed.

14. Suspension and termination for cause

14.1 The Customer's right to cancel on one calendar month's written notice under clause 3 is unaffected by this clause.

14.2 Either party may terminate for a material breach that the other party does not remedy within 14 days after written notice describing the breach, where the breach can be remedied.

14.3 The Supplier may suspend all or part of the service where reasonably necessary because of non-payment after notice, unlawful or abusive use, a material security threat, excessive resource use contrary to the applicable hosting policy, or a legal or regulatory requirement.

14.4 Where practical, the Supplier will notify the Customer before suspension, limit suspension to what is necessary, and restore the service promptly when the reason is resolved.

15. What happens when the Care Service ends

15.1 If the Customer chooses clause 3.4(a), included care, monitoring and reporting end on the effective date. Hosting and SSL continue under the separately confirmed Trilogy Unlimited hosting service and price. The standalone hosting scope does not include the ended Care Service.

15.2 If the Customer chooses clause 3.4(b), included care, monitoring, reporting, hosting and SSL end on the effective date. The Customer must arrange replacement hosting and any required DNS changes before that date if it wants the website to remain available.

15.3 If requested before the effective end date, the Supplier will provide one reasonable standard export of the then-current website files and database at no extra charge, subject to identity and security checks and technical feasibility. Migration assistance, data transformation, repair and third-party fees may be quoted separately.

15.4 Domain registrations, email and separately ordered services do not end automatically. Their own terms continue until separately cancelled or transferred.

15.5 The Supplier will return or delete personal data as described in Schedule 3, except where law requires retention. Operational backups may remain until they expire under the Supplier's normal retention cycle and will remain protected and unavailable for ordinary use.

16. Standard of care and liability

16.1 The Supplier will perform the Care Service with reasonable care and skill. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or anything else that cannot lawfully be excluded or limited.

16.2 Subject to clause 16.1 and to the extent permitted by law, neither party is liable for indirect or consequential loss. For a business Customer, the Supplier is not liable for loss of profit, revenue, anticipated savings, goodwill or business opportunity, except to the extent such exclusion is not reasonable or lawful in the circumstances.

16.3 The Supplier is not responsible for a failure caused by the Customer, an undisclosed dependency, unsupported software, loss of a third-party licence, or a Third-Party Service outside the Supplier's reasonable control, but this does not excuse a failure to exercise reasonable care and skill within the Supplier's own work.

16.4 Subject to clause 16.1, the Supplier'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 greater of GBP 10,000 and the total fees paid or payable by the Customer under the affected Order Form during the 12 months immediately preceding the event giving rise to the claim.

17. Consumer customers

17.1 If the Customer is a consumer, statutory rights are not excluded or restricted. Services must be performed with reasonable care and skill and any legally required cancellation rights continue to apply.

17.2 Where a consumer orders at a distance and asks the Supplier to begin during a statutory 14-day cancellation period, the Supplier must obtain the required express request. If the consumer then uses the statutory cancellation right after work has begun, the consumer may be charged only a proportionate amount for service supplied where the law permits it.

17.3 Any liability restriction, governing-law clause or other term applies to a consumer only to the extent it is fair and lawful. A consumer may also have rights to bring proceedings where they live.

18. General terms

18.1 Neither party is liable for delay or failure caused by events outside its reasonable control, but the affected party must take reasonable steps to minimise the effect and resume performance.

18.2 The Supplier may use employees and subcontractors to deliver the service and remains responsible for its contractual obligations. Data-processing subcontractors are handled under Schedule 3.

18.3 Neither party may transfer this Agreement without the other's written consent, not to be unreasonably withheld, except that the Supplier may transfer it as part of a genuine sale or reorganisation of its business if this does not materially reduce the Customer's rights.

18.4 Notices must be sent to the current email or postal contact stated in the Order Form or client account. The Customer must keep its contact details current.

18.5 Any change to this Agreement must be in writing. The Supplier may update non-material operational details on notice, but a material adverse change requires at least 30 days' notice and the Customer may cancel before it takes effect.

18.6 If a term is invalid, the remaining terms continue. Delay in enforcing a right is not a waiver. No person other than the parties has a right to enforce this Agreement.

18.7 A complaint should first be sent to the support address in the Order Form or client account. The Supplier will acknowledge it within five Business Days and aim to provide a substantive response within 20 Business Days. This does not prevent either party using any legal right or remedy.

18.8 This Agreement is governed by the law of England and Wales and the courts of England and Wales have jurisdiction, subject to mandatory consumer rights.

Schedule 1. Service plans

Website Essentials	£29 per month
Included	• Trilogy Unlimited hosting and SSL for one named, eligible WordPress website • Automated daily website backups • Backup and uptime monitoring • Security alert monitoring • Quarterly human website health review • Monthly care report
Not included	• Content changes, repairs or development • WordPress updates or update rollback • Malware investigation, clean-up or recovery • Emergency or out-of-hours support • Additional websites, domain, email or third-party licence fees

Managed Website Care	£69 per month
Included	• Everything included in Website Essentials • Monthly human website health review • Managed WordPress core, theme and plugin updates • Pre-update backup verification • Key-page visual checks after updates • Rollback for covered update-related problems where safe and feasible • Human-reviewed monthly care report
Not included	• Content changes, design work, development or SEO • Malware investigation, clean-up or recovery • Repairs unrelated to a covered update • Emergency or out-of-hours support • Additional websites, domain, email or third-party licence fees • Unassessed ecommerce, membership, bespoke, complex or already compromised sites

Scope boundary: A monthly report records the checks and actions included in the selected plan. It is not a penetration test, legal compliance audit, SEO audit, accessibility certification or guarantee of uninterrupted operation.

Schedule 2. Service communication targets

How these targets work: These are acknowledgement and initial-triage targets during Business Hours, not guaranteed resolution times or 24-hour emergency response. The Supplier will communicate material delays and next steps where reasonably practicable.

Priority	Example	Acknowledgement target	What the target means
P1 Critical	Covered Website wholly unavailable to ordinary visitors	Managed: 1 Business Day; Essentials: 2 Business Days	Receipt confirmed and initial triage begun during Business Hours
P2 High	Serious fault affecting a key page or form, with no reasonable workaround	2 Business Days	Receipt confirmed; information and access may be requested
P3 Routine	Report question, non-urgent warning or routine service query	3 Business Days	Receipt confirmed and placed into the normal work queue

Maintenance and reporting cadence

Daily	Automated backup scheduling and monitoring under both plans.
Monthly	Care report under both plans; human website health review and managed updates under Managed Website Care.
Quarterly	Human website health review under Website Essentials.
Planned maintenance	Reasonable advance notice where practical; urgent security maintenance may occur without advance notice.

Schedule 3. Data-processing terms

1. Roles. For personal data processed solely to host, back up, monitor or maintain the Covered Website on the Customer's behalf, the Customer is the controller and the Supplier is the processor, unless the facts or law require different roles.
2. Processing details. The subject matter is provision of the Care Service. The duration is the term of the Agreement plus the return, deletion and backup-expiry period. The nature and purpose are hosting, storage, transmission, backup, restoration, security monitoring, troubleshooting and maintenance.

Data subjects	Website visitors, customers, prospective customers, users, employees, contractors and other people whose data the Customer places on the Covered Website.
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Personal data	Contact details, account details, website submissions, IP/device data, transaction-related data excluding full payment-card data, technical logs, content and any other data the Customer lawfully places on the website.
Special-category data	Not intended. The Customer must notify the Supplier before processing special-category or criminal-offence data and obtain written agreement to any additional safeguards and price.
Sub-processors	The Supplier maintains a current sub-processor register covering the hosting/data-centre, backup, monitoring, billing/client-portal, support and email/reporting providers used for the Care Service. The current register and applicable international-transfer safeguards are available before the Start Date and on reasonable request.

3. Instructions. The Supplier will process personal data only on the Customer's documented instructions, including this Agreement, unless required by law. If law requires other processing, the Supplier will inform the Customer before processing unless prohibited.

4. Confidentiality. The Supplier will ensure that authorised persons are subject to an appropriate duty of confidentiality.

5. Security. Taking account of the state of the art, implementation cost, processing and risk, the Supplier will maintain appropriate technical and organisational measures and will provide a summary on reasonable request.

6. Sub-processors. The Customer gives general written authorisation for sub-processors needed to provide the service. Before adding or replacing a material sub-processor that processes Customer personal data, the Supplier will give reasonable notice and an opportunity to object on reasonable data-protection grounds. The Supplier will impose materially equivalent protection and remains responsible for its processor obligations.

7. Assistance. Taking account of the nature of processing and information available, the Supplier will reasonably assist the Customer with data-subject requests, security obligations, breach assessment, data-protection impact assessments and regulator consultation. Material assistance outside ordinary service may be charged at an agreed rate where the need was not caused by the Supplier's breach.

8. Personal-data breaches. The Supplier will notify the Customer without undue delay after becoming aware of a personal-data breach affecting Customer personal data, and will provide available information reasonably needed for the Customer's assessment and notifications.

9. Return and deletion. At the end of the service, the Supplier will, at the Customer's choice and subject to clause 15, return or delete Customer personal data unless law requires storage. Residual copies in protected backups will be isolated from ordinary use and deleted through the normal expiry cycle.

10. Information and audit. The Supplier will provide information reasonably necessary to demonstrate compliance with these processor obligations and allow reasonable audits or inspections. Audits must normally be on reasonable notice, during Business Hours, minimise disruption and protect other customers' information. The Customer bears reasonable external audit costs unless the audit identifies a material Supplier breach.

11. International transfers. The Supplier will not knowingly make a restricted international transfer of Customer personal data without a lawful transfer mechanism and required safeguards.

12. Unlawful instructions. The Supplier will promptly tell the Customer if, in its opinion, an instruction infringes applicable data-protection law, unless prohibited by law.

Schedule 4. Order details and acceptance

Supplier legal name	Trilogy Web Solutions Ltd
Supplier status/number	Private limited company registered in England and Wales, company number 08421862
Supplier address	162 Broad Hinton, Twyford, Berkshire, RG10 0XH
Support email	support@trilogywebsolutions.co.uk
Cancellation email	support@trilogywebsolutions.co.uk
Customer legal name	As recorded in the applicable Order Form
Customer address	As recorded in the applicable Order Form
Customer contact	As recorded in the applicable Order Form
Covered Website	The exact domain recorded in the applicable Order Form
Selected plan	Website Essentials or Managed Website Care, as recorded in the applicable Order Form
Monthly recurring fee	The price recorded in the applicable Order Form
Standalone hosting price	The price confirmed in writing if the Customer ends care but retains hosting
Backup retention	As stated in the applicable Order Form or onboarding record before the Start Date
Start Date	As recorded in the applicable Order Form or service-acceptance notice
Recurring billing date	As recorded in the applicable Order Form and WHMCS client account
Special terms	None unless expressly recorded in the applicable Order Form

By signing or electronically accepting the Order Form, the Customer confirms that it has read and agrees to this Agreement and that the person accepting it has authority to bind the Customer.

Signatures

For the Customer	For the Supplier
Name:	Name:
Signature:	Signature:
Date:	Date: