



Tranquil IT Cloud

Datacenter Solutions that don't cost the Earth

Terms of Service

Rev 1.4.2 - Jan 2024

Tranquil IT Solutions (South) Ltd
PO Box 12936
Bishop's Stortford
Hertfordshire
CM23 9NP

Company No [7212200](#)
VAT Number [GB922088334](#)

Phone [0203 002 0616](tel:02030020616)
Email info@tranquilit.net
Web tranquilit.net

Terms & Conditions

1.0 Definitions in this agreement

“Tranquil IT” shall mean Tranquil IT Solutions (South) Ltd, PO Box 12936, Bishop’s Stortford, Hertfordshire, CM23 9NP Registered Company Number 7212200

“Customer” means the company, organisation, person or persons making use of cloud server resources supplied by Tranquil IT.

“Users” and or “End Users” means the individual(s) using the service.

“Account” means the confidential file where the details of the customer are held.

“Agreement” refers to this service agreement under which the Terms of Service for TRANQUIL IT’s Cloud Services are defined. Utilisation of the cloud services subscribed to by the Customer signify their acceptance of the terms and conditions outlined in this document.

“Tranquil Cloud” refers to the Tranquil Datacenter(s) as an overall infrastructure, portions of which are rented by the Customer for the provision of Virtual Machine services..

“Virtual Machine” Refers to any servers deployed upon the Tranquil Cloud

“SLA” means the Service Level Agreement that dictates the Response Times provided by TRANQUIL IT to the Customer for Incidents and the availability / regularity of services.

“The Initial period” refers to the period of 12 months from the date of activation of any Virtual Machine

“Subsequent period(s)” means the subsequent period (s) thereafter unless terminated by not less than 90 days written notice to expire at the end of the relevant year.

“Continuity” means the contract is deemed as renewed unless cancellation is received in writing with not less than 90 days’ notice prior to the annual renewal date, any variation on this cancellation notice is at TRANQUIL IT’s discretion

“Supplier” means any supplier to TRANQUIL IT

“Vendor” and/or “third party software vendor” means the company who has designed or developed the hardware or software

“Containers” refers to a virtual machine container made up of Central Processing Unit Cores (CPU) , Memory (RAM), long term storage in the form of either Solid State (SSD) or Magnetic Spinning Disk (MSD) and an Operating System (OS)

“Business Hours” means 9:00am to 5:00pm Monday to Friday exclusive of public and national holidays. These hours will also vary during the Christmas and New Year period. Details of any changes will be published on the Tranquil IT website prior to the period.

(N.B. If a Customer has a virtual machine under a separate support contract with Tranquil IT then the support hours specified in the contract may supersede those provided for cloud services. But material changes to Tranquil IT Cloud services or re-activation of suspended accounts cannot take place outside of the above Business Hours.)

“Our representative” means any employee, agent or subcontractor of TRANQUIL IT SOLUTIONS (SOUTH) Ltd or other third party.

“Change(s)” mean a modification that is material or otherwise that alters the software or assigned hardware resource configuration of any virtual machines hosted in the Tranquil IT Cloud.

2.0 Service Details

2.1 Containers hosted in the Tranquil Cloud are made up of three rented components, Central Processing Unit Cores (CPU) , Memory (RAM), long term storage in the form of either Solid State (SSD) or Magnetic Spinning Disk (MSD) and an Operating System (OS) which will come pre-installed on the Container. Once a client has defined the specifications of their container and activated it, the container and any Virtual Machines hosted thereon enter a billable state. See sect 3.0 for further billing details.

2.2 The Customer is under no obligation to commission Tranquil IT to provide support services for Virtual Machines deployed on the Tranquil Cloud. Virtual Machines which are not covered under a suitable Tranquil IT service contract are entirely the responsibility of the Customer to manage, maintain and administer.

2.3 Tranquil IT will not accept any responsibility for poor performance, loss of service or loss of data that arises as a result of a Container being improperly specified or whereby a Virtual Machine running on a Container has not been provided with sufficient resources for the role which it is undertaking. It is the responsibility of the Customer to ensure that Containers are suitably specified for their requirements.

2.4 Changes to the specification of a container can be requested at any time by the Customer, When increasing CPU cores, or RAM, SSD and MSD capacity, changes to the container are effected immediately. However in all cases it will be necessary for any Virtual Machines hosted within the container to be rebooted before changes in specification are available to the end user. Please see section 3.2 for details on how changes to Container specification are billed.

2.5 Pausing/Resuming Service - A customer can pause or resume service at any time provided their account is not in arrears. When a container enters a paused state the Customer will only be billed for their SSD or MSD storage and will not be charged for any CPU or Memory resources assigned to the Container. Once a service is resumed, charges for CPU and Memory will be levied as usual.

3.0 Billing

3.1 On the 1st of each month an invoice will be issued for the resources assigned to any Customer Containers that are in a billable or paused state. (See 2.1 , 2.5)

3.2 Payment by Direct Debit - By default payment will be taken by Direct Debit on the 28th of each month. The payment date can be changed to a date of the Customers choice providing this falls within 27 days of the invoice being issued. (1st to 28th of each month)

3.3 Payment by Invoice (30 Days) - On occasion, following a successful credit check, Tranquil IT may offer a Payment by Invoice option with 30 day credit terms. All invoices must be settled in full within 30 days of the date of the invoice. Tranquil IT reserve the right to remove this facility at any time if a Customer fails to make payment for services within the agreed 30 day period or subsequently fails a credit check.

3.2 Late Payments - If a Customers invoice is not settled within 30 days, or a direct debit payment fails, the container will enter an overdue state. At this point the customer will be notified that payment has not been received and will be offered a 14 day grace period to bring the account out of arrears. Any Customer accounts which remain in arrears after this 14 day period will immediately and automatically be suspended.

3.3 Suspended Accounts - When a Customers account enters a suspended state any Containers on the Customer's container will be shut down and the Customer will be notified in writing. In order to re-activate the account any amounts in arrears must be settled. An administration fee of £45 will also be levied which must be paid prior to accounts being re-activated.

3.4 Reactivation of suspended accounts - Containers can only be re-activated during standard business hours (Defined in section 1 of this agreement). It is not possible to re-activate a container outside of these hours even for Customers holding a Tranquil IT Support contract.

3.5 Deletion of Data - In order to fully comply with the data protection act. Any containers belonging to suspended accounts which are not brought out of arrears within 14 days of suspension will automatically be deleted. This includes any and all data held on any Virtual Machines within the container. Deletions are performed at Block Level and Tranquil IT staff have no way of recovering data following account deletion.

3.6 TRANQUIL IT can suspend any containers belonging to the Customer with immediate effect if the Customer becomes the subject of a receivership, winding up, administration or bankruptcy order (or a petition is presented in respect of any of these). Or, if it otherwise appears to TRANQUIL IT that the Customer is insolvent and unable to pay its debts as they fall due.

4.0 Service Level Agreement (SLA)

4.1. Scheduled and Emergency Maintenance

4.1.1. From time to time Tranquil IT may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the Tranquil IT Cloud Network ("Maintenance Events"). Tranquil IT will, where possible, give the Client a minimum of 2 Business Days advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption of the Service. For the avoidance of doubt, it may not be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.

4.1.2. From time to time Tranquil IT may interrupt the Service to carry out emergency maintenance to the Tranquil IT Cloud Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.

4.1.3. Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Customer, shall be considered downtime for the purpose of service availability measurement set out in clause 8.

4.2. Incident Response Timescales

Complete Outage	Fibre Break	Severe Packet Loss	Minor Packet Loss
5 hours	15 Hours	12 Hours	24 Hours

4.2.1. The Customer understands and accepts that it may be necessary to extend the timescales in the Incident classification matrix above due to the complexity of the Incident or where Tranquil IT is dependent on a third party for resolution of the Incident. In such circumstances, Tranquil IT shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.

4.3 Clearance of Incidents

Tranquil IT will clear an Incident reported by the Client in accordance with this Agreement and an Incident Report will be considered to have been cleared where either:

4.3.1. it is corrected by Tranquil IT (including the provision of a temporary fix); or

4.3.2. Tranquil IT has investigated the Incident and Tranquil IT's initial fault diagnostic testing indicates that the Incident is not found and/or is not the fault of Tranquil IT; and this has been confirmed by Tranquil IT to the Customer.

4.3.3. Escalation Process Tranquil IT will provide an escalation process where an Incident is understood as a clear request for the support of a higher technical or management level in order to clear the Incident. If the Incident is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either Party may escalate the Incident.

4.4. Service Availability and Credits

4.4.1. Overall Service Availability - Tranquil IT aims to provide the Service with a target of 100% availability at all times, subject to the terms of this Agreement.

4.4.2. If there is an Outage, based on Tranquil IT's data, Tranquil IT will apply a reduction to the Customer's rental charge for the Service as follows, provided the Customer reports the Outage and claims for a reduction to the rental charge in accordance with the terms in the Service Level Agreement (4.0)

4.4.3 Where the Outage Period is greater than the limits set in 4.2, Tranquil IT will apply a credit equivalent to one (1) day's rental charge per hour of downtime for that Service in excess of the target. For the purpose of calculating the Outage Period, a fraction of one (1) hour will be rounded-up to the nearest hour;

4.4.4. For the purposes of this clause overall service availability excludes:

- a) scheduled Maintenance Events as described in clause 4.1;*
- b) Client-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Tranquil IT to provide the Service); or*
- c) outages or disruptions attributable in whole or in part to force majeure events;*
- d) outages caused by Denial of Service (DoS) attacks;*

4.5. Limits on compensation

4.5.1. Any Service Credits due to the Client shall be the Client's sole and exclusive remedy with respect to such failures and shall be in lieu of any other remedy which the Client may have at law.

4.5.2. The maximum compensation for Unavailable Time the Client can receive in any month is an amount equal to 100% of the Rental due in respect of that Service for the month in which the failure(s) occur and the maximum compensation in aggregate the Client can receive is an amount equal to 25% of the annual rental for the period covered by a 12 months cycle, the first such cycle starting on the Containers activation date.

4.6. How Tranquil IT will pay Service Credits

4.6.1. Any compensation payable under 4.4 above will be credited on the Client's invoice for Rental for the following Billing Period.

4.7. Exclusions from service availability and service credits

The service levels, service guarantees and any Service Credits will not apply if:

4.7.1. the disruption to service is due to the Client's own network or equipment or any other network or equipment outside the Tranquil IT Cloud Network; or

4.7.2. the Client is in breach of any part of this Agreement or Tranquil IT suspends the Service or any part of it in accordance with this Agreement; or

4.7.3. reasonable assistance is required or information is reasonably requested by Tranquil IT or a Service Provider from the Customer, End User or a third party and such assistance or information is not provided; or

4.7.4. the failure is due to a Force Majeure event; or

4.7.5. the failure is due to a scheduled or emergency Service outage; or

4.7.6. the failure is due to an improperly specified Container; or

4.7.7. the fault is not reported in accordance with clause 4.4

5.0 Force majeure

5.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, terrorist activity, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an "Event of Force Majeure").

5.2 If a default due to an Event of Force Majeure shall continue for more than twelve [12] weeks then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure.

6.0 GDPR and Data Breaches

We follow all guidance as laid out in the The Data Protection Act 2018 legislation as Data processors. We are not responsible for your data, nor for the configuration of your Containers or any Virtual Machines hosted therein. However we will actively support the Customers data controller in keeping data as secure as possible.

7.0 Governing Law

The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.