



Nildram Terms & Conditions

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP). Both these Terms and Conditions and the AUP may be subject to change from time to time. Nildram reserves the right to add to and/or amend these Terms and Conditions or the AUP at anytime. Such additions and/or amendments shall be published on the Nildram website at www.nildram.net/legal. Additions and/or amendments will be deemed to be accepted by the Customer if the Customer continues to use the services after a two week period from the date of publication on the website.

PIPEX Internet Limited trading as Nildram (hereinafter referred to as "Nildram") specialises in the provision of Value Added Internet Services. In purchasing services from any, either or all of these brands, the client is contracting with Nildram. The Terms and Conditions described herein are applicable to all services supplied through Nildram and its subsidiaries.

Nildram has adopted a philosophy that assumes the honesty and good intent of Customers. Services are provided in as unrestricted a manner as possible, to allow Customers to have the richest Internet experience possible.

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP) Both these Terms and Conditions and the AUP may be subject to change from time to time. Nildram reserves the right to add to and/or amend these Terms and Conditions or the AUP at anytime. Such additions and/or amendments shall be published on the Nildram website at <http://www.nildram.net/company/legal> Additions and/or amendments will be deemed to be accepted by the Customer if the Customer continues to use the services after a two week period from the date of publication on the website.

1 About Nildram

- 1.1 Nildram is a Value Added Internet Service Provider. It provides the Customer with access to the Internet and hosting services, IP services, messaging and security services as specified in the Customer's Order and on the terms set out below.
- 1.2 Nildram is a trading name of Pipex Internet Limited, a Tiscali UK Company. PIPEX Internet is a company registered under the laws of England and Wales. Its company registration number is 05306519 and its registered office is 20 Broadwick Street, London, W1F 8HT.
- 1.3 Nildram's trading address is 1 Triangle Business Park, Stoke Mandeville, Bucks HP22 5BL. Except for enquiries relating to technical support, all communications with Nildram, including any complaints, should be made to this address, unless made by e-mail to the e-mail address given in the Contact area of our website at www.nildram.net.
- 1.4 Enquiries relating to technical support should be made via the Contact area of our website www.nildram.net.

2 Service specification

- 2.1 Nildram shall provide the Service in accordance with the service description within the Customer's Order, subject to the limitations set out in this Agreement and in Nildram's AUP and Privacy Policy.
- 2.2 Service Credits and Service Level Guarantees are only provided where a separate "Service Level Agreement" has been entered into and the Terms and Conditions of those services will be documented there.
- 2.3 Nildram reserves the right to modify the service description in order to improve the quality or effectiveness of the Service without the prior agreement of the Customer. Nildram will notify the Customer of any changes to be made at least 30 days in advance.
- 2.4 Customer acknowledges that the ADSL services provided by Nildram are contended. In order to ensure the best possible experience for all our customers, Nildram reserves

- the right to manage any traffic routed across the Nildram ADSL network. Customer acknowledges that Nildram may manage the traffic of specific users without prior notice.
- 2.5 Nildram may modify its AUP and Privacy Policy without the further agreement of the Customer so as to ensure that they comply with all relevant legislation or regulatory guidance and/or to bring them into line with common industry practice.
- 2.6 Customer acknowledges that, due to the nature of the bonded broadband service, Nildram cannot guarantee that this service will continue to perform in line with the service description.

3 Service Charges and Payment

- 3.1 Customer agrees to pay Nildram charges, as specified within the service description within the Customer's Order.
- 3.2 Nildram reserves the right to modify its charges (including its charges for maintenance and support services and for training and instructional materials) for the Service upon 30 days written notice, or the termination period of the relevant Service Agreement, whichever is the greater.
- 3.3 For our Pay As You Go services, our usage statistics, as expressed on the Control panel are the full and final statement for billing purposes.
- 3.4 Chargeable calls incurred through Nildram's voice services are billed to the nearest penny, rounded up or down as applicable. In addition, Nildram's HomeTalk, OfficeTalk, Talk500 and Talk2500 services are subject to rounding up to the next whole minute per chargeable call and to a call set up fee per chargeable call.
- 3.5 Service charges will be invoiced in advance monthly, quarterly or annually, as specified in the service description within the Customer's Order. If on account terms, payment must be received by Nildram within 30 days after the date of the invoice. Nildram may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 4 per cent per annum above the Barclays Bank plc Base Lending Rate as current from time to time. If on pay in advance terms, payment must be received by Nildram by the due date agreed and subsequently by the due date of any service renewal.
- 3.6 All sums due to Nildram under any Order are exclusive of Value Added Tax ("VAT"), and any other use or sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Service and shall be paid by the Customer.
- 3.7 Nildram reserves the right to dictate the payment method associated with each Service

4 Duties and Responsibilities

- 4.1 Customer agrees to pay in accordance with Nildram's then current rates for maintenance and other service activities relating to the Service.
- 4.2 Customer agrees to pay for loss or damage to equipment and software used in providing the Service which is caused by Customer's negligent acts or omissions.
- 4.3 The service will be furnished to Customer subject to the condition that it will not, nor will it permit others to use the Service other than in accordance with Nildram's AUP

- and/or to use the Service for unlawful purposes or any purpose for which the Service was not designed including unauthorised use, obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of Nildram or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.
- 4.4 Customer will indemnify and save Nildram harmless from and against all loss, liability, damage and expense, including reasonable legal fees, caused by the negligent acts or omissions of the Customer or other user of Customer's service which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions brought pursuant to the provisions of the Data Protection Act, including any amendment, replacement, or re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by Customer or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Customer in connection with the Service furnished by Nildram.
- 4.5 Customer will be responsible for the content of any transmission over the Service and the connection of any non Nildram equipment to the Service.
- 4.6 Customer shall use its best endeavours to protect and keep confidential all Nildram software used by it and shall make no attempt to examine, copy, alter, "reverse engineer", decompile, discover the source code to, tamper with, or otherwise misuse such software.
- 4.7 Customer's right to use the Service is personal to Customer and its authorised users, non-exclusive and non-transferable. Customer is not permitted to sell, assign, sublicense or grant a security interest in or otherwise transfer any right in Nildram software. This Agreement does not grant Customer any right to any Nildram software except the limited right to use set out in this sub clause.
- 4.8 Customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing and using the Service.
- 4.9 Customer agrees to provide if required at their premises a suitable environment for any equipment necessary to provide the service. Customer agrees to permit reasonable access to Nildram employees, agents or contractors onto its premises whenever necessary for purposes of installation or repair of Nildram supplied equipment necessary to provide the service.
- 4.10 Save as indicated below in 4.11 Nildram shall not be responsible for the installation of equipment necessary to provide the service or for any cabling.
- 4.11 Nildram shall be responsible only for the installation of any equipment purchased from them under a managed service agreement and will not be responsible for other residential or business Customer Premise Equipment.
- 4.12 Nildram will maintain the Service and provide Customer and its authorised users of the Service such training, instructional material and other support service as deemed appropriate at Nildram's then current prices for such support services.
- 4.13 Customer acknowledges that Nildram will use e-mail as the primary method of contact with the customer. Customers can check the contact e-mail address by accessing their account details in the My Controls section of www.nildram.net the address recorded here will be used by Nildram to contact customers regarding any and all aspects of their Nildram account. Customer shall reasonably monitor the e-mail account it has specified for communications from Nildram in relation to the Service. Nildram shall not be held liable for failure to contact the customer through alternative means.
- 4.14 For ADSL services the customer shall be responsible for the provision and maintenance of the PSTN circuit. Nildram shall not be held liable for any failure of the ADSL service due to any actions of the customer or a third party which leads to a disconnection or suspension of the PSTN circuit.
- 5 Nildram's right to suspend the Service**
- 5.1 Nildram reserves the right to suspend all or part of the Service provided to the Customer if it becomes aware of any actual or potential breach of its AUP by Customer or other user of the Customer's Service. If the customer fails to remedy any breach within 10 days after written notice then Nildram reserve the right to terminate this agreement in accordance with the provisions in clause 8.4.
- 5.2 Nildram reserves the right to suspend all or part of the Service if the provision of the Service might expose Nildram to criminal or civil liability of any kind.
- 5.3 Nildram shall only restore the Service to full operation if, on the information provided to it in relation to the reason for the suspension of the Service, it in good faith reasonably judges that there is no risk of the restoration of the Service exposing it to criminal or civil liability of any kind and/or its AUP is fully complied with.
- 5.4 Nildram reserves the right to suspend all or part of the service if payment is not received in accordance with the terms and conditions and such service will only be resumed, and then entirely at Nildram's discretion, if all monies outstanding have been received by Nildram. Further this clause shall be without prejudice to Nildram's right to terminate in any event the agreement in accordance with clause 8.4
- 5.5 During any period of suspension the Customer agrees to continue to pay and to remain liable for all charges pursuant to these terms and conditions and the Customer's Order.
- 6 Warranties**
- 6.1 Nildram's sole liability for any damages due to any defect or non-performance of the Service is limited to those actually proven as directly attributable to Nildram, limited to the monthly charges paid for the Service from the date said damages were incurred, but in no event more than three months of charges, subject to a ceiling of 10,000 pounds in the aggregate under this Agreement.
- 6.2 Nildram will not be responsible for any delay in or failure of the Service due to any occurrence beyond Nildram's control.
- 6.3 Nildram gives no warranties and accepts no responsibility in relation to the information of third parties accessed by Customer by means of the Service.
- 6.4 Nothing in this Agreement shall be construed as to limit or exclude either party's liabilities in respect of death or personal injuries, or any inalienable statutory consumer rights of the Customer.
- 6.5 To the extent that the exclusions and limitations in this Agreement are in any jurisdiction contrary to any statute or rule of law, such exclusions and limitations are to that extent disappplied.
- 6.6 Nildram will not be liable for incidental, special or consequential damages.
- 6.7 Nildram makes no warranty, express or implied, relating to the fitness, purpose or quality of the service.
- 7 Cancellation before commencement**
- 7.1 Once performance of this Agreement has commenced Customers may terminate this Agreement in accordance with Clause 8 and subject to the applicable Order Cancellation Fee. Performance of this agreement is deemed to have commenced once the Customer has been advised of an installation/activation date for the services ordered. Should the Customer wish to terminate this Agreement following commencement of performance of this Agreement such termination may be subject to the following Order Cancellation Fee:-
Order Cancellation Fee – If the Customer terminates the agreement for the provision of Nildram ADSL services five (5) or less days prior to the arranged installation/activation date the following fees will apply:-

- three to five (3-5) days prior to installation/activation of services the Order Cancellation Fee will be £15 + VAT
- two (2) days or less prior to the installation/activation of services the Order Cancellation Fee will be £40 + VAT

If the Customer terminates the agreement for the provision of a Nildram SDSL service five (5) or less days prior to the arranged installation/activation date the following fees will apply:-

- four to five (4-5) days prior to installation/activation of services the Order Cancellation Fee will be £24 + VAT
- three (3) days or less prior to the installation/activation of services the Order Cancellation Fee will be £310 + VAT

7.2 Prior to Nildram commencing performance of this Agreement, Customer may cancel this Agreement by informing Nildram of its intention to cancel within 7 days of the day after it entered into this Agreement with Nildram. Customer may inform Nildram using any of the methods set out in Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000, but is advised to communicate either by post or e-mail as set out in Clause 10.1 of this Agreement.

8 Term and Termination

- 8.1 Once performance has commenced, this Agreement shall continue until terminated by either Party.
- 8.2 Either Party can terminate this Agreement in writing, subject to the Minimum Contract Period and Notice Period associated with the service. Furthermore, notice of Termination is not deemed to have been served unless receipt of the notice is confirmed by Nildram.
- 8.3 The minimum Contract Period and notification period are the periods as specified by Nildram within the Customer Order. In the absence of this information, the following Contract Periods and Notice Periods will apply:

Service	Contract Period	Notice Period
Fully Managed Services	12 months	30 days
Leased Line	12 months	60 days
IP Clear	12 months	60 days
SDSL connection only	12 months	30 days
ADSL Connection only	30 days	30 days
DSL Surf Max	6 Months	30 days
HomeTalk	30 days	30 days
OfficeTalk	30 days	30 days
Business Line	12 months	30 days

After 31/03/08:

Service	Contract Period	Notice Period
ADSL connection only (with free WiFi router or 13 th month free)	12 months	30 days
ADSL connection only (no free elements)	3 months	30 days

- 8.4 Nildram shall not be required to give notice of the beginning of its performance hereunder. Nildram reserves the right to disconnect the Service if Customer does not fulfil its obligations under this Agreement.
- 8.5 In the event of default which include failure by Customer to pay any amounts; or failure by either Party to cure any breach of a term or condition in this Agreement within 10 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either Party, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of either Party's assets or undertaking or a resolution or petition to wind up either Party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that the Customer agrees to pay for all sums due both up to the time of such termination and for all sums due for the remainder of the minimum contract period.

9 Privacy Policy

- 9.1 Nildram shall deal with all personal data relating to Customer which it acquires when entering into and performing this Agreement in accordance with its **Privacy Policy**.
- 9.2 Nildram complies with the provisions of the Data Protection Act 1998 and is registered with the Information Commissioner under registration numbers Z4774119 and Z5166885.

10 General

- 10.1 All notices (save where otherwise provided in this Agreement or in applicable legislation) from either party to the other shall be sent by first class prepaid post or by e-mail. Nildram shall send all notices to Customer's billing address or to the e-mail account notified to it by Customer. Customer shall send all notices to Nildram's address or e-mail address, as set out in Clause 1 of this Agreement.
- 10.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of Nildram. Customer authorises Nildram to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party for Service to be provided outside the UK as necessary to enable Nildram to provide the Service.
- 10.3 No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, unless otherwise provided by legislation.
- 10.4 Save as otherwise provided for in this Agreement, this Agreement may not be waived, altered, or modified, except by document in writing signed by authorised representatives of Nildram and Customer. No agent, employee or representative of Nildram or Customer has any authority to bind Nildram or Customer to any affirmation, representation or warranty unless such is specifically included in this written Agreement.
- 10.5 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 10.6 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the jurisdiction of the English Courts.
- 10.7 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

THE PARTIES FURTHER AGREE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND

EXCLUSIVE STATEMENT OF THE AGREEMENT
BETWEEN THEM, AND SUPERSEDES ALL
PROPOSALS, ORAL, OR WRITTEN, AND ALL OTHER
COMMUNICATIONS BETWEEN THEM RELATING TO
THE SUBJECT HEREOF. THIS ORDER SHALL
CUMULATIVELY CONTAIN THE ENTIRE CONTRACT
BETWEEN THE PARTIES.

- 10.8 We are continually reviewing our Terms and Conditions in line with the services we provide to our customers. Should you have any comments to make concerning the contents, please contact us on comments@nildram.net.