



Nildram Terms & Conditions

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP), which may be subject to change from time to time. It is the subscribers' responsibility to ensure that they comply with the latest edition of the AUP in force at any given time.

1. Service Charges and Payment

- 1.1 Customer agrees to pay Nildram Limited ("NL") charges, as specified within the service description within the Customers Order. NL reserves the right to modify its charges for the Service upon 30 days written notice, or the cancellation period of the relevant Service Agreement, whichever is the greater.
- 1.2 Service charges will be invoiced monthly, quarterly or annually as appropriate. If on account terms, payment must be received by NL within 30 days after the date of the invoice. NL 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.
- 1.3 All sums due to NL 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.

2. Duties and Responsibilities

- 2.1 Customer agrees to pay in accordance with NL's then current rates for maintenance and other service activities relating to the Service, if any, in accordance with NL's then current rates and to pay for loss or damage to equipment used in providing the Service due to Customer's actions.
- 2.2 Service will be furnished to Customer subject to the condition that they will not, nor will it permit others 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 NL or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.
- 2.3 Customer will indemnify and save NL harmless from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by the negligent acts or omissions of the Customer or user 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 NL.
- 2.4 Customer will be responsible for the content of any transmission over the Service and the connection of any non NL equipment to the Service.
- 2.5 Customer shall use its best endeavours to protect and keep confidential all NL software used by it and shall make no attempt to examine, copy, alter, "reverse engineer", tamper with, or otherwise misuse such software.
- 2.6 Customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing the Service.
- 2.7 Customer's right to use the Service is personal to Customer and its authorised users, non-exclusive and non-transferable.
- 2.8 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 NL employees, agents or contractors onto its premises whenever necessary for purposes of installation or repair of NL supplied equipment necessary to promote the service.
- 2.9 NL shall be responsible for i) installation of all NL supplied equipment necessary to provide Service, ii) all cabling for the connection of NL supplied equipment. Title to any leased NL equipment installed at the Customer's site, hereunder shall at all times remain with NL.
- 2.10 NL 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 NLs then current prices for such support services.

3. Warranties

- 3.1 NL warrants the Service provided will conform to NLs current service specifications. The Customer's sole remedy in the event of non-performance is resumption of the Service. NLs 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 NL, 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.
- 3.3 NL will not be responsible for any delay in or failure of the Service due to any occurrence beyond NLs control.
- 3.4 NL WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NL MAKES NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE FITNESS OR PURPOSE OF THE SERVICE OR MERCHANTABILITY.

4. Term and Termination

- 4.1 Either Party can terminate this Agreement in writing within the contract period once the minimum contract period has been completed. The minimum contract period is dictated by the billing period unless stated otherwise in the relevant Service Agreement.
- 4.2 NL shall not be required to give notice of beginning of its performance hereunder. NL reserves the right to disconnect the Service if the Customer does not fulfill its obligations under this Agreement.
- 4.3 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 up to the time of such termination.

5. General

- 5.1 All notices from either party to the other shall be sent by first class prepaid post.
- 5.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of NL. Customer authorises NL 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 NL to provide the service.
- 5.3 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.
- 5.4 This Agreement may not be waived, altered, or modified, except by a writing signed by authorised representatives of NL and Customer. No agent, employee or representative of NL or Customer has any authority to bind NL or Customer to any affirmation, representation or warranty unless such is specifically included in this written Agreement.
- 5.5 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 5.6 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. 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 provision 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.
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.