



# General Terms and Conditions

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## Preamble

These General Terms and Conditions may be augmented or replaced by relevant sections of a Service Specific Terms & Conditions, and should be read in conjunction with the [Data Protection Agreement](#) and other supporting policy documents which can be viewed in our [Terms of Service](#). If any of these General Terms & Conditions are inconsistent with any terms set out in Service specific Terms & Conditions, the Service specific terms & conditions shall prevail.

By contracting or otherwise using any of our Services: You accept these Terms & Conditions; You warrant that You are at least 18 years old, and legally capable of entering into a binding contract; or acting with the express permission of a person or organization who in turn is so agreeing; and agree to be bound by all Netnorth terms and conditions, which collectively form the Agreement between Us.

If you have any concerns or queries, please contact us as per our [Support Policy](#).

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## 1. Definitions

### 1.1 "Agreement"

means any agreement to which these terms & conditions are incorporated.

### 1.2 "Confidential Information"

means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including:

for you, all information transmitted to or from, or stored on, your Hosted System;

for Netnorth, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, datacentre designs (including non-graphic information you may observe on a tour of a datacentre), and other proprietary information or technology;

for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of us, without reference to the other's Confidential Information, or that becomes available to one of us other than through breach of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

### 1.3 "Hosted System"

means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying, the Hosted System

may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that Netnorth maintains for many customers, or a combination of some dedicated elements and some shared elements.

**1.4 "Netnorth"**

means Netnorth Limited and any associated group company with Registered offices at: 7 Queensbrook, Bolton, BL1 4AY; Registered in England and Wales, Company No: 4140486

**1.5 "Product"**

means a Service or collection of Services that you are buying.

**1.6 "Prices"**

means the Prices for the Services set out in any order or quotation or as otherwise notified to You.

**1.7 "Services"**

means Netnorth's provision for your use of the Hosted System described in the service description, and Support of that system.

**1.8 "You/Your"**

means the person or company who purchases Services from Netnorth.

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## **2. Duration and Renewal of Services**

The Agreement is effective as of the date of any confirmation made to you by Netnorth expressly confirming either the acceptance of your order or commencement of the ordered service.

Services for which payment is required on a periodic basis are available for fixed 1 month, or 12 month minimum contract periods. Unless specifically stated to the contrary in the details of the Service and/or Product that You purchase, the minimum contract term on all Services shall be 1 month.

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## **3. Cancellations**

If entering into a contract as a consumer (not in the course of conducting business) the Consumer Protection (Distance Selling) Regulations 2000 allow you to cancel the Contract at any time within seven working days, beginning on the day after you receive confirmation of our acceptance of your order. However, by placing your order for Services, you agree to us commencing those Services before the seven working days cooling off period expires. Consequently, you will not have the right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000.

If entering into a contract as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 ("the regulations) allow you to cancel the Contract at any time within 14 days, beginning on the day after you receive confirmation of our acceptance of your order. However, by placing your order for Services, you agree to us commencing those Services before the 14 days cooling off period expires. Consequently, you will not have the right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.

For the avoidance of doubt, any use of the Services and/or any Product in the course of conducting business shall give rise to you being a non-consumer and the provisions of this Agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.

Unless specifically stated to the contrary in the details of the Service and/or Product You purchase or agreed by Netnorth in writing prior to purchase, Services are not available on a trial basis. It is Your responsibility to ensure the suitability of Services you purchase.

You are entitled to cancel the services by contacting Netnorth no less than one month prior to the next payment date of that service. Once Netnorth accept your cancellation request you will be provided with written confirmation of cancellation, requests will not be deemed to have been received and accepted until we have issued our written confirmation to you.

Netnorth reserves the right to cancel and/or suspend Your Service at any time without notice if You breach any applicable Terms & Conditions and/or our Acceptable Use Policy.

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## **4. Refunds**

Charges due on a pre-pay basis (together with Service set-up fees, where applicable), are non-refundable.

In the event that Netnorth cancels Your Service for reasons other than Your breach of contract, You will be entitled to a pro rata refund based upon the remaining period of Your current contract term.

If You contravene Your Agreement with Netnorth, a refund will not be issued in the event of a cancellation.

Domain purchases are non-refundable as their procurement are based on an up-front commitment.

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## **5. Payment**

All Services and Products must be paid for in advance in accordance with the specific provisions of that Service or Product. By undertaking a Netnorth Service You agree to commit to the contract for any specified fixed term. It is not possible to provide early payment and terminate the contract prior to the expiry of any fixed term.

Payment will be due on the basis of the Service and/or Product You have contracted. If You have purchased "Pay as You go" Services or Products then payment will be required monthly in advance. If You have purchased Services on a fixed 12 month, 24 month or 36 month basis then You will be required to pay at the negotiated price in advance.

You will be invoiced automatically for the next pre-paid period on the basis of our prevailing rates at the expiry of the current pre-paid period unless You have cancelled the Services in accordance with clause 3. Payment of the Price shall be made via our approved methods, to be received as cleared funds prior to the Service period, and will be non-refundable. In cases of failed payment, the invoice will become immediately due and payable to Netnorth in its entirety.

Netnorth reserves the right to change the Prices and/or nature of its Services by giving You written notice of those changes. Notice of changes to Prices and/or Services will be given by e-mail to the e-mail address we hold at your advice. If You have already purchased a particular Service then the change in the Price or nature of that Service will only become effective when the Service reaches the end of its current term. You will be charged the new Price when the Service is automatically renewed at the end of the current term.

All payments must be made in UK pounds sterling (GBP), inclusive of applicable taxes.

You warrant that You are authorised to make payment using an approved methods to Netnorth. In the event that You are not the payer account holder, You acknowledge that You and the party who is the account holder both accept Netnorth Terms & Conditions and are jointly and severally liable for the payment of all Prices for which payment becomes due. You will indemnify and hold Netnorth harmless in the event that the payer or issuer declines any transaction for payments to Netnorth, including all of Netnorth's costs in administering Your non-payment and obtaining payment of those Prices due.

Netnorth reserves the right to suspend all Services until payment is received in full and all outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed on the account from the time it was established until Netnorth

accepts Your cancellation request. You are responsible for any additional costs incurred by Netnorth in the collection of outstanding debt.

You are required to keep Netnorth notified of a valid correspondence email address at all times, failure to do so may result in suspension of Your Services.

All invoices will be sent directly to You via email shortly after your purchase or renewal notification or automated renewal transaction is completed.

If You fail to pay all Prices due, Netnorth reserves the right to interrupt, suspend or cancel the Services to You. Such interruption, suspension or cancellation does not relieve You from paying all contractually obligated invoices to Netnorth.

Please refer to any Netnorth Service Specific Terms & Conditions including, but not limited to, the Domains Terms & Conditions for specific payment policies.

Any unused Credit on Your Account may be taken in payment of Your Service. Where the value of the unused Credit is less than the total payment due, the remainder of the balance will become due.

If You cancel any due payments made via a bank, cheque or BACS, Netnorth will take appropriate steps to recover the original monies from You in addition to an administration fee for each inappropriate cancellation raised. If a payment cancellation is made, Netnorth reserves the right to immediately interrupt, suspend or cancel all services to You. Such interruption, suspension or cancellation does not relieve You from paying all contractually obligated invoices to Netnorth.

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## **6. Appropriate Service use**

Netnorth reserves the right to refuse Service and/or access to its servers and/or Services to anyone.

Netnorth does not allow any content which breaches our [Acceptable Use Policy](#) to be stored on its servers. Netnorth reserves the right to remove content from the Services or suspend the Services immediately where it reasonably suspects such content breaches the Acceptable Use Policy.

Netnorth shall notify You if it becomes aware of any allegation that You breach the Acceptable Use Policy.

Refusal of Service based on the content being contrary to our Acceptable Use Policy is entirely at the discretion of Netnorth.

Netnorth reserves the right to move Your data to a different server with no prior notice.

You shall indemnify Netnorth against all damages, losses and expenses arising as a result of any action or claim that the data, content and/or any other material breaches the Acceptable Use Policy.

In the event that Netnorth removes data or content from the Services and/or suspends Your site pursuant to clause 6, and later reinstates such content and/or resumes the Services, You shall indemnify Netnorth against all damages, losses and expenses arising as a result of any action or claim that such content and/or data and/or the Services Your site breaches the Acceptable Use Policy.

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## **7. Scheduled maintenance**

To guarantee optimal performance of servers, appliances and broader network fabric, it is necessary for Netnorth to perform routine maintenance. Such maintenance might require taking Netnorth Services off-line, typically performed during off-peak hours. Netnorth will give You advance notice of planned maintenance that requires the Services to be taken off-line whenever possible by publishing notice on the Netnorth website.

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## 8. Support

We will endeavour to provide a continuous high quality service. If You experience problems with Your Service, You should consult Netnorth in accordance with our [Support Policy](#).

Please note we may require the suspension of some of Netnorth's Services for minimal periods to carry out planned or remedial maintenance to Netnorth Services. Information concerning any downtime will be published with RFOs on Netnorth's [status blog](#).

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## 9. Reselling of Services

Should you choose to resell, store or give away Services to other parties You agree that such activity will be undertaken at your own risk. You also accept responsibility for ensuring that all end users abide by these terms of service.

Netnorth accept no liability to you or any third parties for losses arising from the Reselling of services.

Netnorth reserve the right to suspend access to any Service or associated management facility if a customer's use is deemed to be affecting the platform from which Netnorth delivers the Services.

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## 10. Data

All data created or stored by/for You within Netnorth servers are Your property. Netnorth shall allow access to such data by only authorised Netnorth personnel. Netnorth makes no claim of ownership of any web server content, email content, or any other type of data contained within the Your server space or within applications on Netnorth's servers.

Netnorth maintains backups of its servers and infrastructure pursuant to its own archiving and business continuity procedures. In the event of loss of or damage to your data relating to actions made by You or on Your behalf you will not inherently be given right of access to any data stored as part of these procedures.

In the event of loss of or damage to your data relating to a failure in Netnorth's systems or servers, Netnorth will make reasonable commercial efforts to assist you in the restoration of your data, however You accept full responsibility for maintaining adequate backup copies of all your data.

You shall indemnify Netnorth against all damages, losses and expenses arising as a result of any action or claim that the content or data of Your site or content or data accessed from or published as part of the Services infringes the intellectual property rights of a third party.

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## 11. Passwords

It is the Your responsibility to keep secure copies of issued password(s) confidential. Netnorth is not responsible for any data losses or security issues due to stolen passwords or any passwords that You have intentionally or accidentally disclosed to any third party. Netnorth recommends that You use sufficient password complexity in order to prevent unauthorized users from guessing your credentials.

You accept full responsibility for any Services accessed by You or by third parties using your account password.

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## 12. Your personal details

You warrant that the contact information that you provide to us is correct, and that You accept responsibility for keeping Netnorth informed of up to date changes to this information at all times. You agree that we may suspend access to your Services if we reasonably believe that the information you have supplied is inaccurate or misleading.

Please note that whilst Your email is primarily used for billing purposes, Netnorth reserves the right to email You information regarding continued operation and improvement of Services.

Netnorth will not provide any of Your personal information to other companies or individuals without Your expressed permission unless required to do so by law. For more information about how Netnorth will collect and use Your personal information please read Netnorth's privacy policy.

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### **13. Netnorth Disclaimers**

Unless expressly stated in the terms of a Service, Netnorth does not back up your hosted data and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Netnorth cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all Service interruptions caused by Netnorth.

Netnorth makes no warranties or representations that any Service will be uninterrupted or error-free. You accept all Services provided hereunder "as is" without warranty of any kind.

So far as permitted by law and particularly in respect of non-consumers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.

For the avoidance of doubt, any use of the Services and/or any Product in the course of conducting business shall give rise to you being a non-consumer and the provisions of this Agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.

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### **14. Liability**

Netnorth shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

Netnorth will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

No matter how many claims are made and whatever the basis of such claims, Netnorth's maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the Services in relation to which Your claim arises during the 1 month period prior to such claim.

None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Netnorth, its employees or its sub-contractors.

Netnorth shall not be liable for any interruptions to the Services or outages arising directly or indirectly from:

- interruptions to the flow of data to or from the internet;
- changes, updates or repairs to the network or software which it uses as a platform to provide the Services;
- the effects of the failure or interruption of Services provided by third parties;
- factors outside of Netnorth's reasonable control;

Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;

problems with Your equipment and/or third party equipment;

interruptions to the Services requested by You.

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## **15. Force Majeure**

Netnorth shall not be responsible for any failure to provide any Services or perform any obligation under the Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of Netnorth (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication Services generally, or other similar force beyond its reasonable control.

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## **16. Non-Waiver**

The failure of Netnorth to require Your performance of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Netnorth of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

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## **17. Survival**

The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither party shall be liable to other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this Agreement.

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## **18. Notice**

You agree that any notice or communications required or permitted to be delivered under this Agreement by Netnorth to You shall be deemed to have been given if delivered by email, in accordance with the contact information You have provided.

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## **19. Governing Law**

Except as otherwise set forth in supporting Policies, Your rights and obligations and all contemplated by this Agreement shall be governed by English law and You submit to the exclusive jurisdiction of the English Courts.

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## **20. Legal Fees**

If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

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## **21. Assignment**

You shall not assign, sub-license or transfer Your rights or obligations under this Agreement to any third party without the prior written consent of Netnorth. However, in the event that Netnorth consents



to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

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## **22. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties, and agreements or representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

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## **23. Amendment in Writing**

We may update or amend these General Terms and Conditions, the Service Specific Terms & Conditions including any technical specification relating to the Services and/or Product, the Acceptable Use Policy, Privacy Policy and any information relating to the Services/Product from time to time to comply with law or to meet our changing business requirements. We will give You prior notice of any changes to the Agreement and You can choose to cancel the Services without penalty before the new terms affect you. Display of the modified terms and conditions shall be deemed to be notice to you in writing. You also agree to review the terms and conditions regularly to ensure you are aware of any modifications.

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## **24. Further Assurances**

The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this Agreement.

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## **25. Relationship of the Parties**

Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

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## **26. Joint and Several Obligations**

If any party consists of more than one entity, their obligations here under are joint and several.

### **26.1 Our Obligations**

Netnorth's obligation to begin providing Services is contingent on your satisfying Netnorth's credit approval criteria. Netnorth will provide the Hosted Services in accordance with the Service Description, the Service Level Guarantee, and other specifications in this Agreement. Netnorth will perform any Supplementary Services in a good and professional manner. Netnorth will maintain security practices, and will provide the specific security services described in your Services Description. Netnorth will perform all Services in accordance with applicable law.

### **26.2 Your Obligations**

You must use reasonable security precautions in connection with your use of the Services. You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with Netnorth's reasonable investigation of any Service outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account permissions, billing, and other account information up to date using your Netnorth portal login where relevant or via another Netnorth defined process. You must pay when due the fees for the Services stated in the Services Description or other agreement between us. If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the fees promptly and provide

written details specifying the basis of any dispute. Each of us agrees to work together to promptly resolve any disputes.

### **26.3 Undertakings We Do Not Make**

We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.

We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis.

We do not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that Netnorth has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically redundant servers. Netnorth does not promise to back up your data unless you have purchased backup services. If you purchase backup services Netnorth does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release Netnorth from liability for loss of data.

Notwithstanding Netnorth's best endeavours to provide and maintain data integrity within any hosted service for the duration of that service, the incidental replication of data and server imaging for Netnorth's own DR purposes should not be deemed to be a backup product or data retention service. However where reasonably practicable, and subject to settled accounts, any such data shall be made available to the customer until cessation of those services. Thereafter all data, be it stored in a production environment or as part of any planned / incidental imaging or backup services, shall be securely disposed of at Netnorth's discretion. Ultimately the onus remains with the customer to ensure that data is secured outwith the Netnorth metro network for the purposes of recovery and reuse in any DR plan that they may care to implement.

We will provide Support in accordance with the Netnorth Support Policy, usually only to your nominated administrative or technical contacts. We will not provide support directly to your end users unless by arrangement expressly agreed in writing.

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## **27. No Third Party Beneficiaries**

This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

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## **28. Severability**

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Netnorth will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Netnorth as reflected in the original provision.

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**Please note: By contracting or using any of our services you agree to be bound by all Netnorth terms and conditions collectively, which can be viewed in our [Terms of Service](#).**