



# 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. BRL Consulting 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 BRL website at [www.BRL.co.uk/tc.htm](http://www.BRL.co.uk/tc.htm).

Additions and/or amendments will be deemed to be accepted by the Client if the Client continues to use the services after a two week period from the date of publication on the website.

BRL Consulting trading BRL Consulting and BRL4IT (hereinafter referred to as "BRL") specialises in the provision of Value Added IT Services through the brands of BRL Consulting and BRL4IT.

In purchasing services from any, either of these brands, the client is contracting with BRL. The Terms and Conditions described herein are applicable to all services supplied through BRL Consulting and its subsidiaries.

BRL Consulting has adopted a philosophy that assumes the honesty and good intent of Clients. Services are provided in as unrestricted a manner as possible, to allow Clients the greatest flexibility possible

## 1 About BRL

BRL is a Value Added IT Services. It provides the Client with IT Services and access to the Internet and hosting services, as specified in the Client's Order and on the terms set out below.

BRL Consulting Ltd is a company registered under the laws of England and Wales. Its company registration number is 3742046 and its registered office is Tylers, Amersham Road, Penn Street, Bucks HP7 0QW

All communications with BRL, 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.brl4it.co.uk/contactsus.htm](http://www.brl4it.co.uk/contactsus.htm).

Enquiries relating to remote support should be made via [www.brl4it.co.uk/itsupport.htm](http://www.brl4it.co.uk/itsupport.htm)

## 2 Service specification – ADSL Services

- 2.1 *BRL shall provide the Service in accordance with the service description within the Client's Order, subject to the limitations set out in this Agreement and in BRL's AUP and Privacy Policy.*
- 2.2 *BRL 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 Client. BRL will notify the Client of any changes to be made at least 14 days in advance.*
- 2.3 *Client acknowledges that ADSL services provided by BRL are contended. In order to ensure the best possible experience for all our Clients, BRL reserves the right to manage any traffic routed across the BRL ADSL network. Client acknowledges that BRL may manage the traffic of specific users without prior notice.*
- 2.4 *BRL may modify its AUP and Privacy Policy without the further agreement of the Client 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.*
- 2.5 *Client acknowledges that BRL cannot guarantee that this service will continue to perform in line with the service description.*

## 3 Service Charges and Payment

- 3.1 *Client agrees to pay BRL charges and fees, as specified in the service description within the Client's Order / Invoice*
- 3.2 *BRL 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 ADSL Pay As You Go services, usage statistics, as expressed on the Control panel are the full and final statement for billing purposes.*
- 3.4 *Service charges for ADSL will be invoiced in advance monthly. All other payments will be invoiced at the end of each month unless agreed otherwise. Payment must be received by BRL within 14 days after the date of the invoice. BRL 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.*
- 3.5 *All sums due to BRL 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 Client.*
- 3.6 *BRL reserves the right to decide the payment method associated with each Service*

## 4 Duties and Responsibilities

- 4.1 *Client agrees to pay in accordance with BRL's then current rates for maintenance and other service activities relating to the Service.*
- 4.2 *Client agrees to pay for loss or damage to equipment and software used in providing the Service which is caused by Client's negligent acts or omissions*
- 4.3 *Service will be furnished to Client subject to the condition that it will not, nor will it permit others to use the Service other than in accordance with BRL'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 BRL or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.*
- 4.4 *Client will indemnify and save BRL harmless from and against all loss, liability, damage and expense, including reasonable legal fees, caused by the negligent acts or omissions of the Client or other user of Client'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 Client or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Client in connection with the Service furnished by BRL.*
- 4.5 *Client will be responsible for the content of any transmission over the Service and the connection of any non BRL equipment to the Service.*
- 4.6 *Client shall use its best endeavours to protect and keep confidential all BRL 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 *Client's right to use the Service is personal to Client and its authorised users, non-exclusive and nontransferable. Client is not permitted to sell, assign, sublicense or otherwise transfer any right in BRL software. This Agreement does not grant Client any right to any BRL software except the limited right to use set out in this sub clause.*
- 4.8 *Client shall comply at all times with all relevant statutory and licensing obligations in connection with accessing and using the Service.*
- 4.9 *BRL 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 Client Premise Equipment.*



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- 4.10 *BRL will maintain the Service and provide Client and its authorised users of the Service such training, instructional material and other support service as deemed appropriate at BRL's then current prices for such support services.*
- 4.11 *Client acknowledges that BRL will use phone or e-mail as primary methods of contact with the Client. Client shall reasonably monitor the e-mail account it has specified for communications from BRL in relation to the Service. BRL shall not be held liable for failure to contact the Client through alternative means.*

## 5 BRL's right to suspend ADSL Service

- 5.1 *BRL reserves the right to suspend all or part of the Service provided to the Client if it becomes aware of any actual or potential breach of its AUP by Client or other user of the Client's Service. If the Client fails to remedy any breach within 10 days after written notice then BRL reserve the right to terminate this agreement in accordance with the provisions in clause 8.4.*
- 5.2 *BRL reserves the right to suspend all or part of the Service if the provision of the Service might expose BRL to criminal or civil liability of any kind.*
- 5.3 *BRL 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 *BRL 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 BRL's discretion, if all monies outstanding have been received by BRL. Further this clause shall be without prejudice to BRL's right to terminate in any event the agreement in accordance with clause 8.4*
- 5.5 *During any period of suspension the Client agrees to continue to pay and to remain liable for all charges pursuant to these terms and conditions and the Client's Order.*

## 6 Warranties

- 6.1 *BRL'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 BRL, 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 *BRL will not be responsible for any delay in or failure of the Service due to any occurrence beyond BRL's control.*
- 6.3 *BRL gives no warranties and accepts no responsibility in relation to the information of third parties accessed by Client 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 Client.*
- 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 *BRL WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.*
- 6.7 *BRL MAKES NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE FITNESS, PURPOSE OR QUALITY OF THE SERVICE.*

## 7 Cancellation before commencement - ADSL

- 7.1 Once performance of this Agreement has commenced Clients 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 Client has been advised of an installation/activation date for the services ordered. Should the Client wish to terminate this Agreement following commencement of performance of this Agreement such termination may be subject to the following Order Cancellation Fee:-
- 7.2 Order Cancellation Fee – If the Client terminates the agreement for the provision of BRL ADSL services five (5) or less days prior to the arranged installation/activation date the following fees will apply:-
- three to five (3-5) day prior to installation/activation of services the Order Cancellation Fee will be £15 + VAT
  - two (2) day or less prior to the installation/activation of services the Order Cancellation Fee will be £40 + VAT
- 7.3 Prior to BRL commencing performance of this Agreement, Client may cancel this Agreement by informing BRL of its intention to cancel within 7 days of the day after it entered into this Agreement with BRL. Client may inform BRL 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 - ADSL

- 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 BRL.
- 8.3 The minimum Contract Period and notification period are the periods as specified by BRL within the Client Order. In the absence of this information, the following Contract Periods and Notice Periods will apply:

Service	Contract Period	NoticePeriod
ADSL	30 days	30 days Connection only

- 8.4 BRL shall not be required to give notice of the beginning of its performance hereunder. BRL reserves the right to disconnect the Service if Client does not fulfil its obligations under this Agreement.
- 8.5 In the event of default which include failure by Client 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 Client 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 BRL shall deal with all personal data relating to Client which it acquires when entering into and performing this Agreement in accordance with its [Privacy Policy](#).

## 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 email. BRL shall send all notices to Client's billing address or to the e-mail account notified to it by Client. Client shall send all notices to BRL's address or email 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 BRL. Client authorises BRL 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 BRL 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 BRL and Client. No agent, employee or representative of BRL or Client has any authority to bind BRL or Client 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.
- 10.8 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.
- 10.9 We are continually reviewing our Terms and Conditions in line with the services we provide to our Clients. Should you have any comments to make concerning the contents, please contact us on [comments@brl4it.co.uk](mailto:comments@brl4it.co.uk)