

Terms + Conditions

Client services: +44 (0)20 7692 0561

TERMS & CONDITIONS

"MM" means Messagemail. "The Customer" means any person, company, partnership, organisation to whom MM provides a service and the signatory of the Agreement is ultimately responsible for monies owed to MM.

SERVICE COMMENCEMENT

By utilising the services provided, the Customer is bound by the Terms and Conditions hereunder.

DURATION:

The duration of the Agreement shall be for a minimum of one month from the date of the agreement. The duration begins after the expiry of any trial offer. To terminate the agreement the Customer must provide MM with one month's notice in writing following the initial one month period. MM will not act upon verbal notice.

CHARGES PAYMENT AND VAT:

All sums due to MM under the Agreement shall be payable by the Customer upon receipt by the Customer of an invoice or payment request from MM. Monthly invoices shall be issued around the 23rd of each month and dated the 1st of the month following. Whilst any payment due under the Agreement remains outstanding after seven days from the invoice date, MM shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under the Agreement. Reinstatement of services will incur a charge of £20.00. Where the Customer has provided an "Autopay" method of payment, being a Direct Debit Mandate, credit or debit card, MM will debit the account on or around the 7th of each month following delivery of the invoice unless alternative arrangements are made. All charges payable by the Customer to MM with the exception of deposits shall be liable to VAT at the prevailing rate. Where a trial period applies, payment will be processed upon expiry of this period.

DAMAGES:

It is expressly agreed by the Customer and MM that the liability for any damages arising out of provision of any of the services and/or equipment under the Agreement to the Customer by MM, whether caused by negligence of MM its employees servants agents or otherwise, shall be limited to the actual loss suffered by the Customer and shall in any event not exceed £100. The Customer and MM hereby agree that any damages arising under the Agreement would be difficult to quantify or ascertain and that this provision liquidates any damages and is not a penalty. Further MM shall not be liable to the Customer for any damages until such time as the Customer notifies MM in writing of any alleged losses under the Agreement within 7 days of the loss occurring.

CONFIDENTIALITY:

MM will treat all messages and information of the Customer provided to MM as confidential subject however to its overriding obligations and duties to the courts, the police and other law enforcement agencies as well as prevailing laws, statutes, rules and regulations imposed by Parliament.

GENERAL:

The Customer agrees that it will not use the services and/or equipment provided under the Agreement for any illegal, immoral or improper purpose and shall fully indemnify MM for any costs, expenses or losses including professional fees incurred by it in dealing with any breach or reasonably suspected breach of this provision by the Customer. This agreement becomes binding when the Customer begins to use the service provided by MM or when the agreement is signed. The Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties to the Agreement shall submit to the jurisdiction of the English Court.