RIPE ncc

RIPE NCC

General Terms and Conditions

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Except where otherwise agreed in writing, these General Terms and Conditions shall apply to all agreements and understandings between RIPE NCC and private individuals or legal entities that make use of the services offered by RIPE NCC.

Article 1 - Definitions

In these General Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:

Contributor

a private person or legal entity that has entered into a Service Agreement with RIPE NCC, and has paid the sign-up fee, service fee and/or charges

RIPE NCC

Réseaux IP Européens Network Coordination Centre, an association organised and existing under the laws of the Netherlands, and having its registered office in Amsterdam, the Netherlands;

RIPE NCC services

the services as specified in the Service Agreement;

Service Agreement

an agreement entered into between RIPE NCC and a Contributor, pursuant to which RIPE NCC places itself under an obligation to provide the RIPE NCC services and the Contributor takes on the commitment to pay for those services;

Telecommunications Infrastructure

the infrastructure which facilitates the carriage of signals between defined network termination points via cable connections, microwave systems, optical or other electro-magnetic means.

Internet Identifiers

Any Internet numbers distributed via Regional Internet Registries. Currently these are IPv4 address space and Autonomous System Numbers.

Article 2 - General

2.1 A Service Agreement or other agreement between RIPE NCC and a Contributor shall come into effect by means of an offer and an acceptance.

2.2 In the event that the prospective Contributor has communicated that it intends to accept the Service Agreement, it shall ensure that at least two hard copies of the Service Agreement, signed by a duly authorised representative, are sent to RIPE NCC within a period of one month of the communication to RIPE NCC. Upon receipt of said hard copies, RIPE NCC shall sign said hard copies and return one hard copy of the Service Agreement to the Contributor.

2.3 RIPE NCC reserves the right to amend and/or supplement these General Terms and Conditions. RIPE NCC shall notify the Contributor at least one month prior to any such amendment or supplement coming into effect.

Article 3 - Rights and Obligations

3.1 RIPE NCC shall do everything within its power to supply the service(s) in accordance with the Service Agreement or any ensuing agreement.

3.2 The fees and additional costs due for the services shall be invoiced to the Contributor in accordance with the provisions contained in the Service Agreement.

Article 4 - Payment

4.1 The Contributor shall owe RIPE NCC a service fee and a sign-up fee. The sign-up fee shall be due only when the Contributor concludes its first Service Agreement with RIPE NCC. In the case of additional services, the Contributor shall owe RIPE NCC a fee which shall be in accordance with the RIPE NCC rates in force at that time.

4.2 The Contributor's obligation to perform its payment commitments shall commence on the day on which the Service Agreement is concluded.

4.3 Payment shall be made by the Contributor to RIPE NCC within 30 days of the invoice date, failing which the Contributor shall be in default with no notice of default being required.

4.4 With effect from the day on which the Contributor defaults on its payment obligations, the Contributor shall owe RIPE NCC the statutory rate of interest on the amounts unpaid and reimburse RIPE NCC for the extra-judicial collection costs, without prejudice to any other of RIPE NCC's rights which it may invoke against the Contributor in connection with the latter's failure to effect (timely) payment.

4.5 The Contributor may not postpone its payment obligations or offset any of its own claims against RIPE NCC.

Article 5 - Clearing House

5.1 If RIPE NCC achieves a positive operating result in any given financial year, the Contributors shall be accorded a discount on their service fee for the year in question, which shall be proportionate to the amount of their individual service fee.

5.2 The aforementioned discount on the service fee shall be booked to a current account which RIPE NCC shall open and maintain for each of its Contributors. Whilst the Service Agreement continues to exist, the Contributors shall not be entitled to receive payment of any positive balance which these accounts may contain. The Contributor will also not earn any interest on any positive balance that these accounts may contain.

5.3 In so far as RIPE NCC achieves a negative operating result in any given year, once the financial year has ended and the annual figures have been adopted, this shall be charged on a proportional basis against the current accounts of the Contributors. The Contributors shall not be obliged to make up any negative balance in their current accounts with RIPE NCC.

5.4 The aggregate balance in the current accounts of the Contributors may equal a maximum of three times the total amount of services fees to which RIPE NCC is entitled in the relevant financial year. If and when the aforesaid maximum is reached, the excess amount shall be paid to the Contributors in proportion to the the level of their current account.

5.5 If a Service Agreement with a Contributor comes to an end, any positive balance in favour of the Contributor shall be paid to the Contributor within 6 months of the annual accounts for the relevant year having been adopted. Any claim on the part of an ex-Contributor relating to its current account relationship with RIPE NCC shall be subordinated to the claims of RIPE NCC's other creditors.

Article 6 - Liability

6.1 The Contributor shall be liable for all aspects of its use of the service(s) offered by RIPE NCC. The Contributor shall also be liable for all aspects of its use and all that ensues from its use of the Internet identifiers.

6.2 RIPE NCC shall accept no liability for any direct or indirect damages, including damages to the Contributor's business, loss of profit, damages to third parties, personal injury or damages to property, except in cases involving an intentional act or omission or gross negligence on the part of RIPE NCC.

6.3 RIPE NCC shall, in any event, not be liable for damages caused by a failure to make an Internet identifier number available (on time), or for damages in any way connected with the use of an Internet identifier.

6.4 The Contributor shall indemnify RIPE NCC against any and all third-party claims filed against RIPE NCC in relation to the Contributors use of the RIPE NCC service(s).

6.5 The RIPE NCC without accepting any claim, only undertakes honour any claim up to a maximum amount equivalent to the Contributors annual contribution.

Article 7 - Term and Termination

7.1 The Service Agreement and any ensuing agreements shall have been concluded for the term specified in the relevant agreement.

7.2 Without prejudice to the provisions contained in the Service Agreement or any ensuing agreement, RIPE NCC shall be entitled to terminate said Agreement or ensuing agreement with immediate effect, without being liable to pay damages to the Contributor and without prejudice to RIPE NCC's right to claim (additional) damages from the Contributor:

- if an application has been or is filed for the Contributor's bankruptcy or for a suspension of payments (moratorium);
- if the Contributor goes into liquidation or becomes insolvent;
- if the Contributor in any way acts or neglects to act such as to cause damage to the name, trade marks or intellectual property rights of RIPE NCC;
- if the Contributor fails to observe any rule of applicable law which should be adhered to by the Contributor and which, in the opinion of RIPE NCC, is of such a nature as to justify immediate termination;
- if the Contributor is in default of payment as outlined in Article 4.3., and in additional fails to pay such fees and/or costs within 14 days after the date of default; or
- on the day on which the Contributor's membership of the RIPE NCC association terminates.

7.3 Upon termination of the Service Agreement, the Contributor shall return at first request any unassigned (unassigned as in accordance with the European Internet Registry Policies and Procedures document) Internet identifiers to RIPE NCC.

Article 8 - Force Majeure

8.1 If, as a result of a shortage of Internet identifiers,RIPE NCC is unable to deliver these numbers to the Contributor (on time), this failure may not be held against RIPE NCC if the shortage is the result of the late - or total absence of - delivery of these Internet identifiers by a third party.

8.2 RIPE NCC shall, in so far as not already covered by the term, not be responsible for defects, delays or shortage in case of force majeure where, force majeure shall also be understood to include: industrial action, strikes, occupations and sit-ins, blockades, embargoes, governmental measures, war, revolutions or comparable situations, power failures, defects in electronic lines of communication, fire, explosions, damage caused by water, floods and earthquakes.

8.3 RIPE NCC shall be neither responsible nor liable for the correct or incorrect operation of the (external) Telecommunications Infrastructure and related peripheral equipment along and over which the RIPE NCC service(s) must necessarily be carried.

Article 9 - Governing Law and Competent Court

9.1 All agreements between RIPE NCC and the Contributor shall be governed by the laws of the Netherlands.

9.2 Any disputes which may arise from the Service Agreement or any ensuing agreement shall be settled in accordance with the arbitration procedure as adopted by the Executive Board after consultation with the members.

Article 10 - Miscellaneous

10.1 Without RIPE NCC's prior written consent, the Contributor shall not be permitted to assign to third parties any rights and obligations arising from these General Terms and Conditions, the Service Agreement or any ensuing agreements.

10.2 If any provision contained in these General Terms and Conditions is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.