

Virtual Bid Team - Standard Terms and Conditions

1. Introduction

Welcome to Virtual Bid Team, a software-as-a-service (SaaS) content platform provided by Nyon Group Ltd ("We", "Us", "Our"). By accessing or using Virtual Bid Team, you ("The Client") agree to comply with and be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use Virtual Bid Team.

2. Definitions

2.1 "Agreement" refers to these Terms and Conditions and any other documents incorporated by reference.

2.2 "Services" refers to the provision of access to the platforms and any additional services specified in a signed proposal.

2.3 "Subscription Term" refers to the minimum term during which The Client has access to Virtual Bid Team services, as specified in the signed proposal, subject to renewal as specified herein.

2.4 "Renewal Term" refers to the automatic renewal of The Client's subscription, unless notice is provided as detailed in Section 4.

3. Services Provided

3.1 The Client will receive access to the following digital platforms provided by Nyon Group Ltd:

- Virtual Bid Team
- KnowledgeVault
- TenderVault
- TrainingVault

3.2 Optional services, including onboarding and ongoing management support, may be provided as agreed in the signed proposal.

3.3 The Client acknowledges that while these platforms and services are designed to assist in bid preparation, their use does not guarantee specific outcomes, results, or scores. The ultimate responsibility for bid success remains with The Client.

4. Subscription Term, Renewal, and Access

4.1 The standard minimum term ("Subscription Term") and pricing will be specified in the signed proposal provided to The Client.

4.2 Access to Virtual Bid Team will be granted upon clearance of the initial payment as outlined in the signed proposal.

4.3 Unless The Client provides written notice via email to info@virtualbidteam.co.uk or through our Account Management team, at least thirty (60) days prior to the end of the current Subscription Term, the subscription will automatically renew for an additional twelve (12) months ("Renewal Term").

4.4 Renewal fees are payable at the beginning of the Renewal Term. Price changes, if any, will be communicated to The Client at least sixty (60) days in advance and will only apply to the subsequent Renewal Term.

4.5 The Client acknowledges and agrees that failure to pay renewal fees on time may result in the suspension of access to Virtual Bid Team. Access will be reinstated upon clearance of outstanding renewal fees.

4.6 The Client may choose either monthly, quarterly or annual payment plans for the Subscription Term, as specified in the signed proposal.

4.7 In the event of non-payment or failure to renew the subscription, We reserve the right to suspend or terminate access to the Services.

5. Payment Terms

5.1 Payments for the Virtual Bid Team subscription can be made via BACS or Direct Debit.

5.2 The Client agrees to make all payments in accordance with the payment schedule (monthly, quarterly or annual) as specified in the signed proposal.

5.3 Unless otherwise specified in the signed proposal:

- Annual payment plans require full payment at the beginning of the Subscription Term.
- Monthly payment plans require payment on sign up, and on the monthly anniversary thereafter.
- Quarterly payment plans require payment on sign up, and on the quarterly anniversary thereafter.
- All onboarding fees are fully payable in advance – regardless of the payment schedule for ongoing services.

5.4 All invoices will be issued in accordance with the payment schedule detailed in the signed proposal. The Client agrees to remit payment within the timeframe specified on the invoice.

5.5 All payments are non-refundable.

5.6 We reserve the right to change the subscription fees upon renewal, provided The Client is given at least sixty (60) days notice before the end of the current Subscription Term.

5.7 In the event of late payment, We reserve the right to charge interest at 1.5% per month (or the maximum allowed by law) on overdue amounts. The Client agrees to bear any reasonable costs incurred in collecting overdue payments, including legal fees.

6. Additional Services

6.1 Any additional services, including new users or modules, will be billed on a pro-rata basis for the remainder of the active Subscription Term. Such charges will appear on the next invoice or be charged immediately, depending on the payment schedule selected by The Client.

7. No Termination for Convenience

7.1 The Client acknowledges and agrees that this agreement cannot be terminated for convenience during the Subscription Term or any subsequent Renewal Term.

7.2 The Client is obligated to fulfill all payment and other obligations for the full duration of the agreed Subscription Term, as specified in the signed proposal.

7.3 Any attempt to terminate the agreement for convenience before the end of the Subscription Term or Renewal Term will constitute a breach of this agreement. In such an event, all outstanding fees for the remainder of the Subscription Term will become immediately due and payable.

8. Limitation of Liability

8.1 Nyon Group Ltd shall not be liable for any final submissions in which Virtual Bid Team content is used.

8.2 The Client assumes full responsibility for the use of the content provided through Virtual Bid Team, including compliance with bid requirements and criteria.

8.3 Nyon Group Ltd's liability to The Client for any direct damages shall be limited to the amount paid by The Client for the Subscription Term during which the damage occurred.

8.4 In no event shall Nyon Group Ltd be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or use, whether in an action in contract or tort, even if We have been advised of the possibility of such damages.

9. Intellectual Property

9.1 All content, including but not limited to text, software, and materials provided through Virtual Bid Team, is the intellectual property of Nyon Group Ltd.

9.2 The Client is granted a non-exclusive, non-transferable right to access and use the content for the term of the subscription.

9.3 The Client shall not reproduce, distribute, or create derivative works from the content without prior written permission from Nyon Group Ltd.

9.4 Any feedback, suggestions, or ideas provided by The Client regarding Virtual Bid Team shall become the property of Nyon Group Ltd.

10. Confidentiality

10.1 Both parties agree to maintain the confidentiality of any proprietary information received from the other party during the term of this agreement.

10.2 This obligation extends beyond the termination or expiration of this agreement.

10.3 Confidential information shall not include information that: (i) is or becomes publicly known through no wrongful act; (ii) is independently developed without breach of this agreement; (iii) is received from a third party without breach of any confidentiality obligation; or (iv) is required to be disclosed by law or by a governmental authority.

11. Data Protection and Privacy

11.1 We will process any personal data in accordance with applicable data protection laws and our Privacy Policy, which can be found on our website.

11.2 The Client agrees to obtain all necessary consents from its employees or representatives whose data may be processed by Us as part of providing the Services.

11.3 The Client retains ownership of all data it uploads to the Virtual Bid Team platform. We will not use this data for any purpose other than to provide the Services.

12. Governing Law and Dispute Resolution

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Any disputes arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12.3 In the event of a dispute, the parties agree to attempt to resolve the matter amicably through negotiation before pursuing any legal action.