



# AdEPT Technology Group plc

## Standard Terms & Conditions for Premier Customers

A 'Premier' Customer is defined as any customer with more than 10 employees



**AdEPT Technology Group plc**  
**Standard Terms & Conditions for Premier Customers**  
Updated 20 August 2021

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## 1. Introduction

### 1.1 Contract Terms

These general terms, any applicable special terms or Products Terms and applicable AdEPT tariff ("Terms") set out the legal relationship between you and AdEPT ("Service Provider" or "we" or "us" or "our") in relation to our services. Together, they govern your use of the product and all the services provided by the Service Provider ("Services").

You may print these Terms at [www.adept.co.uk](http://www.adept.co.uk).

### 1.2 AdEPT Technology Group plc ("AdEPT")

AdEPT Technology Group plc is a company registered in England and Wales (Company Number 4682431) with its registered address at One Fleet Place, London EC4M 7WS and VAT number is GB 810227672. AdEPT is regulated by Ofcom.

### 1.3 Contact details

A Premier Customer is defined as any customer who spends more than £5,000 per annum on Services excluding VAT (e.g. including line rental charges, call charges and any other monthly rentals etc.).

At the start of your contract with AdEPT you will be allocated a named Premier Service Manager as your contact and provided with their contact details as well as the Premier Team escalation contact details. These will be specific to you and the services you receive from AdEPT.

Our Premier Service Managers are our highest skilled people and are able to deal with all your requirements regardless of whether you want to place an order, report a fault, query your bill or just make a general enquiry.

#### Premier Customer Management General Contact Details

Main Number:	0344 55 77 900
Fax:	0344 55 77 901

#### Out of Hours Contact Details

We will accept fault reports on line rental, data services and your inbound network based services during evenings and at weekends. Any fault resolution will depend on the care levels you have in place for each service.

**NB. Any faults relating to line rental will not be dealt with out of hours unless Level 3 or Level 4 care is in place, although you may report problems.**



## **Line Rental**

In the first instance all line rental faults must be reported to our out of hours' service on the number shown below.

Line Rental Faults ONLY

Main Number: 0344 55 77 900

A member of the Premier Customer Management team is 'on call' between the hours of 8am and 6pm, Saturday and Sunday, if you have an emergency.

Emergency Number: 07557 037807

## **Data Services**

In the first instance all data faults must be reported to our out of hours' service on the number shown below.

Main Number: 0344 55 77 900

A member of the Premier Customer Management team is 'on call' between the hours of 8am and 6pm, Saturday and Sunday, if you have an emergency.

Emergency Number: 07557 037807

## **Inbound Network Based Services**

A member of the Premier Customer Management team is 'on call' between the hours of 8am and 6pm, Saturday and Sunday, if you have an emergency.

Emergency Number: 07557 037807

Evenings or after 6pm  
Saturday/ Sunday 0344 573 4692

## 2. Placing your Order

### 2.1 **Date of order**

On the date you place an order ("Order Date") you enter into a contract with us for the purchase of the relevant Service under these Terms. We will acknowledge receipt of your order and contact you as we process your order and try to provision and activate your Service.

### 2.2 **Payment of Activation charges**

Any Activation charges will be included with your normal monthly invoice.

### 2.3 **Credit checks**

By placing an order you agree that we, or third parties on our behalf, may carry out credit checks on you using the information you provide.

### 2.4 **WLR Replacement Service**

If any Service we provide to you incorporates a Wholesale Line Rental service by Openreach (a "**WLR Service**"), we may provide you with a notice (a "**Migration Notice**") in writing setting out details of: (i) an equivalent Service to replace the WLR Service (the "**WLR Replacement Service**"); and (ii) the Minimum Contract Period and applicable Charges in respect of the WLR Replacement Service; unless otherwise stated the Minimum Contract Period will be 24 months.

The Migration Notice shall be sent by us at least 60 days' prior to any activation of the WLR Replacement Service and the date on which we serve the Migration Notice shall be deemed the Order Date in respect of the WLR Replacement Service.

**WLR Service:** Openreach has announced a geographically phased withdrawal of all of its 'Wholesale Line Rental' products by 2025. The proposed withdrawal of those products will prevent us from continuing to provide any current Service to you which includes Openreach voice lines (which underpin how calls are made and received), including the provision of copper-based broadband Services (as defined by ADSL (Asymmetric Digital Subscriber Line) and FTTC (Fibre to the Cabinet)).

## 3. Installation

### 3.1 Visits to your premises

We (or other companies or organisations acting on our behalf) may need to visit your premises to carry out tests, provisioning or activation and you agree to such visits and to provide such other co-operation and assistance as we may reasonably require. We will liaise with you to arrange the timing of these appointments. It is also possible that BT or another party may contact you directly in relation to any appointment. We only deliver our broadband and voice services to the master Network Terminating Equipment (NTE) telephone socket at your home or business. We are not responsible for any internal wiring, additional phone sockets or extension cables.

### 3.2 Problems activating the service

If an ordered Service cannot be activated, or can only be partially activated on our network, we will notify you. Unless you choose otherwise, your contract will end and any charges already collected will be refunded to you.

### 3.3 Temporary loss of service

During activation of your order you may temporarily lose the use of your other telecommunications services.

### 3.4 Reasons for us ending the contract

We may end the contract with you before the Service is provisioned ready for your use ("activation") if:

- you fail a credit check;
- incorrect payment details have been provided to us;
- you are not within a geographic area covered by us; or
- technical issues prevent, delay or degrade the activation or provision of Service.

### 3.5 Refunds if we end your contract

If we end your contract before activation, we will refund you any payments you have already made in respect of such contract.

### 3.6 Changing your mind

You may end the provision of a Service with us prior to activation by sending us an email indicating that you wish to end such Service. Special terms apply to the cancellation of data products, see clause 18.

If you send us an email, within 30 days of the date of a Migration Notice indicating in writing that you do not wish to receive the WLR Replacement Service which is the subject of the Migration Notice, we will not proceed to activate such WLR Replacement Service and, for the avoidance of doubt, your applicable existing WLR



Service shall continue in accordance with these Terms. If you do not provide us with a notice within 30 days of the date or a Migration Notice, you will be deemed to have accepted the provision of the applicable WLR Replacement Service in accordance with these Terms.

### 3.7 **Refunds if you change your mind**

If you want to end your contract before activation for any other reason you may do so, but you agree to pay us the full activation charge and, if cancelled within five (5) days of prospective activation, charges for the Services for the Minimum Contract Period (as defined in clause 5.6). Special terms apply to the cancellation of data products, see section 17.

### 3.8 **Excess Construction Charges**

If Excess Construction Charges (ECC's) are greater than £200 then the customer has the right to cancel the contract. The customer will be notified of any ECC's and the contract will be placed on hold pending written confirmation of the customers' intention to proceed or cancel the contract.

## 4. Service Provision

### 4.1 Reasonable skill and care

We shall try to ensure that any Service provided to you by us shall be provided: in accordance with our description from time to time of such Service; and using the reasonable skill and care of a competent UK provider of similar Services.

### 4.2 Network changes

We may from time to time make changes to our network or the technical specification of a Service. If these changes will materially detrimentally affect the Service, we will inform you in advance by publishing the change on the AdEPT website.

We may select and at any time change any carrier or other service provider for the purposes of providing the Service, and you authorize us to give all notices, nominations and other authorizations that are necessary for us to provide the Service to you.

Whilst we provide the Services to you, you authorize us to act on your behalf in all dealings with any Third Party Operator in connection with any matter that enables us to provide or to continue to provide you with the Services.

### 4.3 Faults

It is technically impracticable for us to provide a fault-free Service.

### 4.4 Suspension of service

We may suspend provision of a Service:

- for operational or technical reasons (in which case we will try to notify you prior to such suspension and to minimise the impact upon you);
- if we have reasonable grounds to believe that the Service is being used fraudulently or illegally or in breach of clause 7, whether by you or anyone else;
- if the use of the Service by you or anyone else, may damage or disrupt the proper functioning of other Services or our other networks; or
- for non-payment or default by you.



## 5. How long is your Contract?

### 5.1 Contract length

The Minimum Contract Period will be clearly stated on the order form you sign for each Service. The Minimum Contract Period for all products and services will be either 1, 2, 3 or 5 years as stated on the order form.

During the Minimum Contract Period or any subsequent renewal contract period you are not permitted to transfer any part of any of the Services to an alternative supplier. If you do so, you will invoke the termination clause and a termination fee will be calculated as set out in clause 5.6.

The Minimum Contract Period for any data connectivity or data network product commences on the date of handover of the final circuit(s). All individual circuits are payable from the date they are handed over. Once a circuit is activated the customer will be given 5 working days to report any issues with the service.

Unless agreed specifically with you, all contracts are 'renewable' contracts. This means that at the end of the Minimum Contract Period it becomes a 12 month renewable contract, which automatically renews on each and every anniversary of the Minimum Contract Period for subsequent contract periods of 12 months. You can only terminate this if you provide us with 90 days' written notice prior to the initial Minimum Contract Period end date or 90 days' written notice prior to the anniversary of each of the subsequent 'renewal' periods.

### 5.2 Minimum contract period

If there is a conflict between these general terms, the special terms or applicable product terms, our tariff, any order acknowledgement or any other reference to a Minimum Contract Period then the longest period specified shall constitute the Minimum Contract Period. Following the Minimum Contract Period, the Service will continue until terminated in accordance with these Terms. If the Service is modified such that the Service or pricing depends on your commitment to a further contract period, then this further commitment shall be deemed to extend the Minimum Contract Period until the end of this further contract period.

### 5.3 Reasons for serving notice to end the contract

Either you or we may end a Service or the contract by thirty (30) days prior notice (written or verbal) to the other if:

- the other party has materially breached these Terms and has not corrected such breach within thirty (30) days of a written notice requiring correction; or
- the other party is, or is deemed to be insolvent, bankrupt or unable to pay its debts, makes or proposes an arrangement or composition with its creditors generally, enters into liquidation whether compulsorily or voluntarily or makes



an application to a court of competent jurisdiction for protection from its creditors generally or a petition is presented or a resolution is passed by it for its winding up, a court of competent jurisdiction makes an order for its winding-up or dissolution, an administration order is made in relation to it or a receiver or administrative receiver is appointed over or a person legally appointed to do so takes possession of or sells any of its assets or notice of a meeting to carry out any of the foregoing is duly served; or

- an event outside our reasonable control, prevents continued provision of a Service for more than thirty (30) days.

#### 5.4 **Notice to end the contract once the Minimum Contract Period is served**

If you wish to terminate your contract at the end of the Minimum Contract Period, then you must provide us with:

90 days written notice prior to the Minimum Contract Period end date; once you have served the Minimum Contract Period you must provide us with 90 days written notice that you wish your contract to terminate. If you are on a renewable contract and you are in a subsequent 12 month period, then you must provide us with 90 days written notice prior to the 12 month period ending. If you do not provide us with a minimum of 90 days written notice we will charge you for this period in full by taking an average of your last three months' invoices issued by AdEPT.

It should be noted that if you have any inbound services where a monthly rebate is received, we will look at the margin AdEPT has made during the last 3 months from these services and calculate the margin that will be lost for the remainder of the contracted period.

#### 5.5 **Changing the contract**

AdEPT can change the contract and the charges at any time and will publish these online at [www.adept.co.uk](http://www.adept.co.uk).

If any price change or change to the terms and conditions is significantly detrimental to you, then we will give you a minimum of 30 days' notice and notify you via a special bill message. If you decide to end the contract as a result of this, you will not have to pay any termination charges as long as you notified us of this decision within 30 days of the changes taking effect.

All other changes will be published at least one day before they take effect.

#### 5.6 **You must pay a termination fee if you end the contract early**

If you want to end any part of the Service or the contract early (during the Minimum Contract Period or any subsequent renewal contract period) otherwise than as set out in clause 5.5 above, you will be liable to pay us a termination fee. With the exception of data products (see section 17) the termination fee will be calculated as defined below:-

If the contract is terminated by you prior to the end of the Minimum Contract Period or subsequent renewal period, then 80% of the charges for the Services for the remainder of the Minimum Contract Period or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by AdEPT prior to the receipt of notice of termination.

It should be noted that if you have any inbound services where a monthly rebate is received, we will look at the margin AdEPT has made during the last 3 months from these services and calculate the margin that will be lost for the remainder of the contracted period. We will then charge you for 80% of this amount.

In addition to the above calculation, you will be charged an administration fee of £25.

#### 5.7 **We may immediately end, or suspend, providing a Service to you if:**

- you are in breach, or have breached, the Acceptable Use Policy (as published on the AdEPT website from time to time);
- you fail to pay any amounts properly due;
- incorrect payment details have been provided to us including lack of consent of a joint account holder to the nominated payment method; or
- at any time there are incurred unpaid Charges (as defined below) owed to us (whether due or not) in excess of your Credit Limit (see clause 8).
- such Service is a WLR Service and is no longer supported by Openreach.

#### 5.8 **Standard Rates**

We reserve the right to move you to our standard calls and line rental tariff (details available at [www.adept.co.uk](http://www.adept.co.uk)) at the end of your Minimum Contract Period and if you are not on a renewable contract.

## 6. Equipment Supply

### 6.1 Ownership of equipment

You may offer to purchase certain equipment (comprising hardware and associated software) ("Equipment") from us from time to time. Risk (where applicable) shall pass to you on delivery. Title (where applicable) shall normally pass to you (subject to any special promotion) following receipt by us of the second full payment of the Monthly Charge (as defined below).

### 6.2 If we supply you with Equipment:

- Equipment is subject to a limited manufacturers' guarantee in accordance with the documentation provided with the Equipment. Such relevant documentation shall govern such guarantee, but you should be aware that, in general, manufacturers' guarantees only provide for (at manufacturers' option) replacement, repair or refund of Equipment which does not function in accordance with the manufacturers' applicable published specification for a period of twelve (12) months (in the case of hardware) and thirty (30) days (in the case of software) from the date of delivery and that the limited guarantee is conditional on the Equipment being used in accordance with any applicable end-user terms, manufacturer's instructions, without misuse, without excess wear and tear, without improper use or neglect, without end-user attempted repair and that you will be required to bear the cost of any return of Equipment to us or the manufacturer unless we inform you otherwise in writing;
- you shall not resell, transfer, export or re-export any Equipment, or any technical data derived from such Equipment, in violation of any applicable United Kingdom or foreign law; and
- you shall ensure that any equipment or Equipment connected to a Service is connected to and used with the Service in accordance with relevant published instructions and any safety and security procedures notified to you.

### 6.3 If we supply you with installation services:

then you agree to procure access to all appropriate sites for engineers and authorised personnel at mutually agreeable times and provide such co-operation and assistance as they may reasonably require. We shall meet your reasonable requirements about the safety of such personnel on your premises and you shall meet our reasonable requirements about the safety of such personnel on your premises.

### 6.4 If you need to move your network termination equipment

Network Termination Equipment (NTE) can only be moved within 30 metres of the original NTE point within the same premises, and cannot be more than one floor away; otherwise service cannot be provided.

## 7. Your Obligations

### 7.1 You agree that you will:

- (a) procure that we have the authority to carry out works to provide you with the Services at any of your sites at which we are providing the Services;
- (b) not use, nor allow others to use, the Services:
  - for any improper, unlawful, fraudulent, criminal or otherwise illegal activities;
  - in a manner which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing or to cause annoyance or needless anxiety;
  - to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;
  - to breach any other third party rights such as, without limitation, intellectual property rights (including copyright) confidence, privacy or any other rights;
  - to send, provide, facilitate or knowingly receive responses to any spam or unsolicited advertising or promotional material;
  - to knowingly or negligently transmit any electronic material (including viruses, worms, Trojans, backdoors or spyware) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by us or other internet users;
  - to knowingly or negligently permit or participate in any mail-bombing or denial of service attacks;
  - in breach of the Acceptable Use Policy (as published on the AdEPT website from time to time);
  - to degrade the performance of the network or services; or
  - for resale to any third party;
- (c) safeguard security (including your password) information;
- (d) comply with the Acceptable Use Policy (as published on the AdEPT website from time to time);
- (e) notify us of any changes or inaccuracies to the registration data about yourself or payment method specified in the order or otherwise;
- (f) only use and connect equipment and/or networks to our network that are approved and comply with all relevant legislation, standards and licence requirements;
- (g) comply with these Terms and any reasonable instructions we give you from time to time; and



- (h) indemnify us against all losses, liabilities, costs (including legal costs) fees and expenses which we may incur as a result of any third party claims against us arising from, or in connection with your use or misuse of the Services or breach of these Terms.

## 7.2 **Our right to monitor your use of the service**

We may without notice to you examine, monitor or record from time to time, the use to which you put the Services and the nature of the data/information that you are transmitting or receiving via the Service where such examination, monitoring or recording is necessary:

- to protect and/or safeguard the integrity, operation and functionality of our or a third party's networks;
- to co-operate or comply with any investigation or inquiry of or by a competent authority, or any police, judicial, regulatory or governmental order, notice, directive or requests; or
- to substantiate or refute any reasonable suspicion we may have in respect of your alleged or potential breach of these Terms.

## 8. Charges, Payment Terms and Credit Limit

### 8.1 Our tariff is on our website

The charges applicable to our processing of any order and the provision of any Service or supply of Equipment ("Charges") shall be the Charges set out in our tariff as published on the AdEPT website from time to time at [www.adept.co.uk](http://www.adept.co.uk). If there is a conflict, the online tariff shall take precedence over any printed tariff.

### 8.2 Charges are of the following categories:

- connection and equipment (if any) charges ("Activation Charge");
- recurring monthly rental charges ("Monthly Charge");
- variable usage charges ("Usage Charge"); and
- other charges ("Other Charge").

### 8.3 VAT

Charges quoted in the AdEPT tariff are exclusive (if you are a business user) of VAT as set out in the applicable special terms. In either event you are liable to pay us VAT at the applicable rate.

### 8.4 Activation charges

Activation Charges are charges made for the provisioning, connection and activation of a Service and the supply of Equipment. The Activation Charges which apply to your order are the Activation Charges in force on the order date and are not subject to change for such order.

### 8.5 Monthly Charges are Charges made for the rental of a Service

The recurring charges which apply to your Service for the Minimum Contract Period is the applicable tariff on the date you place your order and are not subject to change for such Minimum Contract Period except as stated in clause 5.5.

If the Monthly Charge is subject to a discount for a fixed period ("Discount Period") after the Discount Period the standard tariff applicable on the Order Date will apply. After the Minimum Contract Period, the applicable Monthly Charges are the recurring Charges published on the AdEPT tariff on the AdEPT website from time to time. Monthly Charges are due monthly in advance unless otherwise agreed on your order form.

### 8.6 Call charges

The applicable call charges are calculated in accordance with your usage and the rates for calls published in the AdEPT tariff on the AdEPT website from time to time, or bespoke prices agreed with you. Call charges are due monthly in arrears, or on notice from us to you, more frequently.

### 8.7 **Other charges**

Other Charges are charges identified in the AdEPT tariff that are not Activation, Monthly or Usage Charges and may relate, without limitation, to such matters as Service upgrades or migration, feature activation, engineer site visit, excess usage charges, change of address or early termination. Other Charges are due as described in the AdEPT tariff.

We may require you, at any time, to pay a deposit or make a prepayment in respect of any Services, where we suspend or otherwise restrict any of the Services, or we are entitled to suspend or end or otherwise restrict any Service to you or you fail a credit check. The deposit and/or prepayment may be required whether or not you owe us any money.

### 8.8 **Copy invoices**

Invoices are normally issued free of charge by email. Paper bills will incur a charge of £1.62 exclusive of VAT for business customers. You may request a copy invoice on paper. Copy bills will be supplied on request at the following cost: bills with less than 10 pages will cost £2.50, bills with more than 10 pages will cost £5.00.

### 8.9 **Payment methods**

We only accept payments using direct debit, debit card or credit card, BACS, cheque, internet and phone banking. Our standard terms of payment are 14 days from the date of the invoice unless otherwise agreed in writing on your contract. Direct Debit payment is free of charge, all other payment methods incur a payment processing charge of £3.00 exclusive of VAT for business customers.

You warrant that you will provide us with correct payment details at all times, and that you are the account holder. If the nominated payment method is in joint names, we may require that the other account holder(s) agree to the nominated payment method. You agree that we may debit your direct debit as Charges become due, provided that we will give you at least ten (10) working days prior notice in your invoice or otherwise before collecting a direct debit payment from you.

### 8.10 **Amounts due**

All amounts due to us shall be paid in full without deduction or withholding except as permitted by law (for example if the customer has a right to receive monies from us). You are responsible for all Charges in connection with the use of the Services on your account(s).

### 8.11 **Interest charges**

We may charge interest on any overdue amounts payable from the due date until payment of all sums owing including interest (whether before or after judgment) at the rate of 4 per cent per annum above the base rate of Barclays plc from time to time.





#### 8.12 Credit limits

We reserve the right to set a credit limit on your account.

#### 8.13 Fair Usage Policy

Free UK call packages are subject to a limit of 750 minutes per month. SIP 'free calls' bundles are subject to a limit per SIP channel as stipulated by the network carrier and may vary from time to time. Please refer to your order form for details of the specific agreement in place.

#### 8.14 Late payment fees

If your previous invoice has not been paid at the time of producing your next invoice, a late payment fee of £10.00 will be charged to business customers to cover our administration costs.

If your service is disconnected for non-payment you will be subject to a charge of £30 per CLI (telephone number).

#### 8.15 Broadband cessation fees

When ceasing broadband connections a charge of £30 per line is applicable.

#### 8.16 If your call spend drops significantly

Should for any reason your actual monthly call spend with AdEPT fall by over 80% of your current monthly call spend (as per your first full month of billing with AdEPT) we reserve the right to impose a minimum call spend charge of £9.95 per month per line or channel or to levy an early termination fee in accordance with clause 5.6.

#### 8.17 Fraudulent usage

We will automatically apply a monthly charge in advance for the AdEPT Fraud Protection Service to all lines and channels on the customer account. Under the AdEPT Fraud Protection Service the limitation of charges for the customer in the event of fraud is capped at £200 per line or channel. Where AdEPT has taken all measures to prevent incidents of fraud, we will not be liable for any cost incurred due to fraud which arises due to the negligence of the customer.

The customer can choose to remove the AdEPT Fraud Protection Service and the corresponding charges at any time. In the event that the customer chooses to remove the AdEPT Fraud Protection Service from their lines or channels, the customer is accepting full liability from that date for all charges incurred however it should arise, including fraudulent usage. Fraudulent activity manifests itself in many different ways, therefore if the AdEPT Fraud Protection Service has been removed AdEPT can offer no guarantee or contractual undertaking in relation to detecting or protection. In these circumstances any assistance given by AdEPT will be given on a "reasonable endeavours" basis and no liability is accepted by AdEPT for any loss sustained by the customer via fraudulent means.

## 9. Limitations of Liability

### **England and Wales**

*If the premises to which the Service is to be provided are in England or Wales then the following clause 9.1 shall apply:*

- 9.1 Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents', negligence.

### **Scotland**

*If the premises to which the Service is to be provided are in Scotland then the following clause 9.2 shall apply:*

- 9.2 Nothing in these Terms shall restrict or exclude either party's liability for death or personal injury arising from breach of duty and nothing in these Terms shall restrict or exclude either party's liability for fraud or fraudulent misrepresentation.

9.3 **Unforeseen losses**

Subject to this, neither we nor you will be liable to the other for any Unforeseen Losses whether in contract, tort or otherwise (including negligence). "Unforeseen Losses" shall mean any economic loss arising in the course of commercial activities (whether direct or indirect) including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time, goodwill or loss or harm of data always provided that this shall not include:

Charges payable; the incremental cost to you of procuring replacement Services in the event of default by us; and the repair (or if repair is not practicable, replacement) of any of your tangible physical property intentionally or negligently damaged by us or our employees or agents while on your premises.

9.4 **Cap on liability**

Our liability to you is further capped as set out in clause 12.

9.5 **Remedy**

Your sole and exclusive remedy in respect of any failure to meet any Service levels (if applicable) set out in any Service level agreement (if applicable) is the rebate set out in such Service level agreement.

9.6 **Mitigation of losses**

You shall at all times be under a duty to mitigate any losses suffered by you.

9.7 **Each provision is separate**

Each provision of this clause 9 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

## 10. Miscellaneous

### 10.1 Complaints procedure

We have set up a complaints procedure to address complaints you may have and a code of practice relating to dispute resolution which may be found on the AdEPT website at [www.adept.co.uk](http://www.adept.co.uk)

### 10.2 Delays

We shall not be liable for any delay or failure in performance of our obligations to the extent that such delay or failure is attributable to matters beyond our reasonable control.

### 10.3 Force majeure

Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as, and to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

10.4 A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:

10.4.1 notify the other party of the nature and extent of such Force Majeure Event; and

10.4.2 use all reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as feasible.

10.5 For the purposes of this clause, a "Force Majeure Event" means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

### **Assignment and Novation in England and Wales**

*If the premises to which Service is to be provided are in England or Wales then the following clause 10.3 shall apply:*

10.6 We may assign or novate the benefit or burden of these Terms or any Service upon notice to you always provided that your consent shall be required if such assignment may adversely affect the Service or Service levels provided to you. You may not assign the benefit or burden of these Terms or any Service.



## **Assignment in Scotland**

*If the premises to which Service is to be provided are in Scotland then the following clause 10.4 shall apply:*

10.4 We may assign this contract and any Service upon notice to you always provided that your consent shall be required if such assignment may adversely affect the Service or Service levels provided to you. You may not assign any of your rights or obligations under this contract.

## **10.5 Waiver of rights**

Our failure to exercise or enforce, or any delay in exercising or enforcing any right or benefit conferred by, these Terms shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

## **10.7 Changes to Contract Terms**

10.6.1 Subject to clause 5.5, AdEPT can change the Contract (including the charges for the Services) at any time and will publish any change in line with clause 10.6.2.

10.6.2 Unless otherwise stated in the Service Schedule, AdEPT will publish any changes to the Contract (including the charges for the Services) online at [www.adept.co.uk](http://www.adept.co.uk) (or any other online address that AdEPT may advise the Customer), as follows:

(a) for changes that are to the Customer's significant detriment, at least 30 days before the change is to take effect; and

(b) for all other changes, at least one day before the change is to take effect.

## **10.7 Rights of Third Parties**

Save where the premises to which the Service is to be provided are in Scotland, these Terms do not create any rights for, or enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.



### **Laws of England and Wales**

*If the premises to which Service is to be provided are in England or Wales then the following clause 10.8 shall apply:*

- 10.8 These Terms shall be governed and construed in accordance with English law and, subject to the dispute resolution procedures set out above, the Parties irrevocably agree to the exclusive jurisdiction of the English courts, always provided that we may commence proceedings against you in any jurisdiction in which you are incorporated, resident or hold assets.

### **Laws of Scotland**

*If the premises to which Service is to be provided are in Scotland then the following clause 10.9 shall apply:*

- 10.9 These Terms shall be governed by and construed in accordance with Scottish law and, subject to the dispute resolution procedures set out above, the Parties irrevocably agree to the exclusive jurisdiction of the Scottish courts, always provided that we may commence proceedings against you in any jurisdiction in which you are incorporated, resident or hold assets.

### **10.10 Validity of Terms**

If any provision of these Terms is held by a court, arbitrator or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of these Terms shall nevertheless remain legal, valid, and enforceable.

### **10.11 Intellectual Property Rights**

This agreement does not assign nor does it constitute an agreement to assign, any intellectual property rights of either party.

By agreeing to these terms and conditions you acknowledge that all intellectual property rights (including without limitation, patents, trademarks, copyrights, designs, rights in databases, rights in and to know-how and Confidential Information in each case whether registered or unregistered for the Website and/or the Services, and/or any other services, documents or materials (including but not limited to, marketing support, product description and website design) provided by AdEPT to the End User whether pursuant to these terms and conditions or otherwise ("AdEPT IPR") belong to and vest in AdEPT or its licensors. These terms and conditions do not operate to grant any right, title or interest in any IPR (whether owned by or licensed to AdEPT) to the End User.



The End User shall not use AdEPT IPR except as expressly permitted or in writing by AdEPT and only to the extent necessary and for the sole purpose of fulfilling its obligations under these Terms and Conditions.

The End User shall not do anything which may impair AdEPT's rights, title and interest in and to AdEPT IPR or which might prejudice their distinctiveness or validity, or the goodwill in relation thereto accruing to AdEPT.

#### 10.12 **Order of Precedence**

In the event of a conflict between any documents issued by AdEPT, the order of precedence shall be as follows:-

- (a) Bespoke customer contract
- (b) Online Tariff
- (c) These General Terms and Conditions
- (d) Order Form

## 11. Data Protection

- 11.1 AdEPT is based in the UK, with infrastructure in the UK. Your data never gets transferred outside of the EU (European Economic Area). We fully comply with the General Data Protection Regulations, effective 25 May 2018 (GDPR), and we do not pass any information given to us to any third parties other than in the ordinary course of the provision of the service or product that you have specifically requested or ordered.
- 11.2 AdEPT is a data processor appointed by the customer who is a data controller and the data concerning the business and activities of the customer to which it has access is personal data and may contain sensitive personal data.
- 11.3 AdEPT will only process the personal data to the extent necessary for the purposes of the product or services being provided to the customer. AdEPT shall take such reasonable technical and operational security measures as required to protect the personal data against unlawful processing and against accidental loss, destruction, damage, alteration and disclosure and to enable it to process the personal data in compliance with the obligations as set out in GDPR.
- 11.4 The customer agrees that, under its contracts with third party service providers, AdEPT may be required to pass certain customer details to approved third party service providers in order to provide the contracted product or service to the customer. The customer gives consent to AdEPT to transfer personal data to a third party service provider where this is reasonably required for AdEPT to fulfil its contractual obligations to the customer. Where this clause applies, AdEPT shall use reasonable endeavours to ensure that the third party service provider complies with the data protection obligations of AdEPT as set out in these terms and conditions.
- 11.5 For the avoidance of doubt, the parties acknowledge that all the personal data remains the property of the customer.
- 11.6 AdEPT is fully registered with the Information Commissioners Office (ICO) and is committed to complying with the ICO on any data security matter. AdEPT is committed to notifying the ICO of any breach in data, within 72 hours of discovering it.
- 11.7 A copy of the AdEPT Data Protection Policy is available on the company website and upon request.

## 12. Special Business Terms

### 12.1 If you are a company, partnership or sole trader ordering or purchasing business Services from us then:

- all Charges quoted are exclusive of VAT;
- the codes of practice on the AdEPT website at [www.adept.co.uk](http://www.adept.co.uk) relating to complaints and the resolution of disputes applies to you if you have less than ten (10) employees;
- these Terms comprise our contractual code of practice which we are obliged to provide to you if you have less than ten (10) employees;
- subject to clauses 7, 8 and 9 and the obligation to pay Charges due under these Terms, our liability to you, and your liability to us, in respect of all causes of action arising in each calendar year in contract, tort or otherwise (including liability for negligence or breach of statutory duty) under, in connection with or arising out of the supply or non-supply of Services:
  - (a) in respect of each and every line shall be limited to damages equal to your total annual recurring revenue for the respective line in the previous calendar year; and;
  - (b) in aggregate shall be limited to damages equal to your total annual recurring revenue in the previous calendar year.

Except as expressly set out in this clause all other representations, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of these Terms and each Service contract are expressly excluded.

These Terms are the exclusive statement of the agreement between you and us related to the subject matter of these Terms. They supersede all understandings and prior agreements, whether oral or written, between the parties. You and we each agree that no statement made by the other party was relied on before entry into force of these Terms and each party waives any remedy which, but for this clause 12, might otherwise be available in respect of any untrue statement made (whether innocently or negligently but not fraudulently) before entry into force of these Terms.





You shall only have a right to reject the Equipment as set out in the applicable manufacturer's limited warranty. Any malfunction or manufacturer's defects or other defects, outside our control, of Equipment either sold or provided by us to you or purchased directly by you and used in connection with the Service will not be deemed a breach of our obligations under these Terms. Any rights or remedies you may have regarding the performance or compliance of Equipment are limited to those rights extended to you by the manufacturer of such Equipment.

We are acting as a reseller or distributor of such Equipment and we make no, and expressly exclude, any representations, warranties, terms and undertakings, express or implied, statutory or otherwise as to the quality (satisfactory, merchantable or otherwise), fitness for any purpose of such Equipment, interoperability of such Equipment or that your Equipment will operate correctly in the event of a power failure.

All amounts due to us shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

## 13. Special Terms if you order by email or over the phone

### 13.1 These terms are on our website

If you order Services from us online, or otherwise at a distance then you may print out these Terms at [www.adept.co.uk](http://www.adept.co.uk)

Our order acknowledgement and these Terms provide you with the information required by the ecommerce and distance selling rules both before and after a contract is formed:

- Our name, address, company registration, email contact, regulator and VAT number are as stated in clause 1;
- contract formation is described in clause 2;
- relevant codes of practice may be found on the AdEPT website (also see clauses 7, 8, 9 and 10);
- We tell you what Services you have ordered and their key features in the order acknowledgment;
- applicable prices, validity period and minimum term and payment mechanisms including taxes are described in clauses 5, 8 and 12 (if you are a consumer) and the AdEPT tariff on the AdEPT website;
- you may end your contract by notification by email within 7 (seven) working days of the Order Date without further liability;
- you agree that as we are reliant on third party suppliers outside our control for the provisioning and activation of your order that execution may take longer than thirty (30) days;
- order acknowledgement is made without undue delay and by electronic means (see clause 2.1);
- you may correct your order before submitting it by following the process on the AdEPT website;
- contracts will not be filed with any third party, but will be stored by us, are accessible on request and may be corrected by notifying us (see clause 8);
- We will refund any card payments made fraudulently if you are a consumer; and
- the language of the contract shall be English.

## 14. Special Voice Terms

### 14.1 If you order voice Services from us then:

- you may request us to port your number from another communications provider. However you agree that this may not be possible and we may provide you with a new number. If you request us to port your number you agree to provide us with such assistance and cooperation as we may need to port your number;
- if you request us to do so, we will port your number to another communications provider if reasonably practicable;
- you agree that any numbers allocated to you are not owned by you and may be withdrawn or replaced by us at any time. However, we will not arbitrarily withdraw or replace numbers and will only do so in accordance with our regulatory obligations or your consent. Further you will not attempt to sell, transfer or assign any number to anyone else;
- you are responsible for payment of all calls made using the Service;
- the availability of certain features (eg, Calling Line Identity Presentation (CLIP)) is dependent on your equipment, for which you are responsible, or dependent on activation by you (eg, Voicemail);
- we may bar the availability of certain numbers, Services or features at our sole discretion. We will use this discretion with regard to anomalous use of your Service in order to try to protect you from fraud or unauthorised usage, although we do not guarantee such protection. Without limitation this may include: call diversion to certain international numbers; calling card access numbers; and certain international destinations;
- unless you indicate on the order form that you do not require an itemised bill then, subject to clause 8.7, we will provide you with an itemised bill in accordance with our regulatory obligation to do so.



## 15. Special Broadband Service Terms

### 15.1 If you purchase AdEPT broadband services from us then:

- we will not be able provide you with Service if your line is used for incompatible products provided by other communications providers.
- due to the nature of the Service it is provided at a particular address. If you move house you will need to cancel Service at your old address and order a new Service at your new address. Standard charges will apply to both termination and activation.
- We provide you with a password to access the Service you must keep the password or other security information confidential and you will be responsible for any activities that take place in conjunction with the use of your password or security information. This is particularly important in relation pay as you go and/or metered services as you will be responsible for charges incurred in conjunction with use of the password or other security information. You must inform us and change your password in the event that you become aware of any insecurity, any unauthorised use of your account or any other breach of security;
- We reserve the right to prevent our network from being used for illegal purposes and to protect the integrity and security of our network. In order to achieve this we may introduce automated systems for the prevention of illegal activity and for restricting access to and from the network. For instance we may block emails that have the characteristics of Unsolicited Commercial Email (Spam). You will receive an email notification to the email address that sent the email in question if an email sent by you is blocked. If you have any queries in relation to these limitations you should contact us.

## 16. Special VoIP for BUSINESS Service Terms

### 16.1 Definitions

In this Agreement:

**“Authorised Equipment”** means the list of Media Gateways, IP Phones and other CPE tested by AdEPT and confirmed by AdEPT as being compatible with the Service on the Support Ticketing System.

**“Connect To Number”** means the contact number used to connect to the relevant Emergency Services Organisation.

**“Emergency Call”** means a Call to 999.

**“Emergency Calls Access”** means the service conveying Emergency Calls as described in Schedule 4 and which forms part of the Service.

**“Emergency Services Database or ESDB”** means the 999 call routing and address database.

**“Emergency Services Organisation”** means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.

**“Feature”** means a distinguishable software function included in the Software and as further detailed in Schedule 3 and the Product Handbook. Various Features may be grouped together in Feature Packs.

**“Feature Pack”** means a grouping of specific Features as identified in Schedule 3 and the Product Handbook. AdEPT may make changes to the Features and and/or prices that make up a Feature Pack or introduce new Feature Packs.

**“International Destination Network”** means a network operated in an overseas country.

**“IP”** means internet protocol.

**“IP Access Circuit”** means an IP circuit used to carry IP traffic, i.e. Broadband, that AdEPT allows to be used with the service as detailed in the Product Handbook

**“IP Network”** means a telecommunications network operated on IP.

**“License”** means the right, whilst and only whilst the Agreement is in force, for each user point to access the Service. This right does not operate to transfer any intellectual property to the Customer.

**“Media Gateway”** means CPE that acts as a translation unit between disparate telecommunication networks.

**“On Net”** means Calls that starts and end on the Service platform.

**“Off Net”** means Calls that are sent or received from another network (to the PSTN or other IP platform/gateway).



“**Outgoing Calls**” means Calls from the Customer’s Service platform, to destinations outside of the Customer’s Service

“**PBX**” means public branch exchange.

“**PSTN**” means a public switched telephone network.

“**VOIP**” means voice over internet protocol

## 16.2 **Connection of equipment to the service**

- Any equipment connected (directly or indirectly) to or used with the Service must be connected and used in accordance with any published instructions, safety and security procedures applicable to the use of that equipment.
- Any equipment connected (directly or indirectly) to or used with the Service must be compatible with the Service and where applicable be on the AdEPT Authorised Equipment list which can be found on the AdEPT Website. Any equipment not listed as Authorised Equipment, where applicable, will not be supported by the Service.

## 16.3 **The VoIP for BUSINESS Service:**

- **SIP Trunking Solution:-** is the version of the Service whereby the Customer can either connect their existing PBX to a Media Gateway, or where possible directly to the service and provide IP telephony calls. The Media Gateway interfaces with the Customer’s IP Access Circuit which will pass the call to the Service platform. The End User can use SIP Trunking Solution for the purpose of making and receiving Calls.

The following CPE – which is not an exhaustive list - will be required at the Customer’s premises before the SIP Trunking Solution can be commissioned:

- Media Gateway
  - PBX
  - Telephone Handsets
  - IP Access Circuit and corresponding data hardware e.g. router, firewalls.
- **Hosted VoIP Solution:-** The version of the Service whereby the Customer can connect an IP phone, (including mobile handsets, or soft phones), into a local area network port switch, which in turn interfaces with the IP Access Circuit. The IP Access circuit will pass the call to the Service platform. The Customer can use the Hosted VoIP Solution for the purpose of sending and receiving Calls.



The following CPE – which is not an exhaustive list - will be required at the Customer's premises for the Hosted VoIP solution to be commissioned:

- IP Telephony Phones
- IP Access Circuit and any corresponding data hardware such as e.g. router, port switches.

#### 16.4 Service constraints

- The Customer acknowledges that some technical limitations with the Service may not become apparent until after the Service has been installed and working for some time. In such circumstances, AdEPT may withdraw the Service or components of the Service
- If Calls conveyed via the Service for onward termination to an International Destination Network are abnormally high then AdEPT or AdEPT's overseas partner may instigate network management control measures.
- The Service will not support the following call types:-
  - Outgoing Calls to:
    - 1XX, 1XXX and 1XXXX codes (excluding Directory Enquiry services);
    - 070 Personal Numbering Services; and
    - Dial up Internet
    - International Free Phone (00800).
  - Incoming Calls which AdEPT may add from time to time following a change to the definition of AIT.
    - 070 Personal Numbering Services; and
    - International Free Phone (00800)
    - short message service and text messaging.
- The Customer acknowledges that certain CPE, IP Phones and Media Gateways, being used with the Service must be on the Authorised Equipment list.
- AdEPT reserves the right to not provide the Service at its absolute discretion, including but not limited to where AdEPT:
  - considers that there is a significant credit risk;
  - considers that there is a fraud risk
  - considers that the order from is inaccurate or incomplete; or
  - reasonably anticipates that the Customer Equipment will not be compatible with the Service.
- AdEPT will initiate call barring at a network level to certain International destinations. The Customer will need to give notice to AdEPT if they wish any of



these destinations to be unbarred and AdEPT will retain sole discretion whether to accept such notice in any individual case based on the circumstances.

### 16.5 Customer Obligations

- The Customer must:
  - where an AdEPT training course is to take place on the Customer Site, ensure that it has the CPE which AdEPT has specified is needed in the product handbook available to participate in the training courses; and
  - ensure that the appropriate Customer personnel attend the AdEPT training courses, but AdEPT reserves the right to limit the number of places available for Customer personnel chosen to attend.
  - give a minimum of 7 Working Days notice to AdEPT of any change to or cancellation of dates agreed for training. Failure to provide such notice will result in the Customer being charged.
  
- In relation to Emergency Calls Access, the Customer must provide AdEPT with initial and accurate data and regular updates of that data to ensure accuracy to the AdEPT Emergency Services Data Base.
  
- Submit the Customer Requirements Form (CRF) to AdEPT within 15 Working Days of this Agreement taking effect and the Customer acknowledges that it shall be responsible for obtaining all necessary permissions and consents before it submits a CRF in accordance with provisions of paragraph 8.1 of this Schedule. In the event that the Customer does not submit a CRF within this time then AdEPT has the right to terminate this.

### 16.6 Number sub-allocation

- AdEPT may at its discretion sub-allocate to the Customer geographic and non-geographic number ranges in accordance with the Number Management Guide.
  
- The Customer may not request AdEPT to sub-allocate more than 100 consecutive numbers in one order.
  
- A sub-allocated number is provided to the Customer requesting the number(s) for a period of 6 months, if the number is not used within this time, the number MUST be returned to the Service sub-allocation pool, were it will be held for a period of 3 months before being made available for Sub-Allocation again. This is to make sure that:
  - There is efficient use of sub-allocated Numbers
  - Customers don't purchase numbers without using them





- AdEPT complies with Ofcom requirements to use the numbers correctly, following allocation. AdEPT may revoke any sub-allocation of a number range on reasonable notice where the Customer is not, in AdEPT's reasonable opinion actively making use of such numbers.
- The Customer must provide AdEPT with such information regarding the utilisation of sub-allocated numbers as reasonably requested.

### 16.7 **Number porting**

- The Customer agrees that AdEPT will manage the porting of all numbers to be used in connection with the Customer Service and:
  - The Customer must comply with all relevant legislation and regulation (including codes of practice) regarding porting. For the avoidance of doubt, AdEPT will not port a telephone number where the Customer has not complied with this clause;
  - The Customer acknowledges that there may be some restrictions to Number Portability as set out in the Product Handbook and the Number Management.

### 16.8 **Interfaces**

- It is the Customer's responsibility to provide, manage and maintain the Customer Equipment that will interface with AdEPT equipment and ensure it is compatible.
- If the Customer modifies or changes the Customer Equipment in a manner that may have a detrimental impact on the AdEPT Equipment, the AdEPT Service, the equipment or network of another customer or otherwise, the Customer must provide AdEPT with 28 days prior written notice and AdEPT reserves the right to immediately suspend or terminate the Service by notice.

### 16.9 **Cessations or amendments**

- The Customer may request the cessation of or the amendment of a License or Feature, by accessing their Business Portal and requesting the required change. Where the cessation or amendment occurs during the middle of the calendar month AdEPT will calculate the applicable License or Feature Charge on a pro rata basis. The Customer shall request all other technical amendments to the Service by completing and submitting a CRF to AdEPT.

### 16.10 **Free to caller calls**

- Where an Outgoing Call is made to a 0800, 0808 and 0500 free phone number it will be free to the End User.
- Where an Incoming Call is made to a 0800, 0808 and 0500 free phone number belonging to the Customer, either sub-allocated, or ported to the Service, it will



be deemed to be an Outgoing Call and charged to the Customer at the rates agreed.

- Certain Calls that remain 'On-Net' will be at zero cost to the Customer. Free to Caller Calls are classified as:
  - Customers making calls to another Customer from the same company, located at the same geographic location (physical site), both with active Hosted or SIPT licenses; and
  - Customers making calls to another Customer from the same SME, located at a different geographic location (virtual site), both with active Hosted or SIPT Licenses.
  - Customers making calls to another Customer from a different SME, all located under the Customer, both with active Hosted or SIPT Licenses.

#### 16.11 Emergency call access

- Emergency Calls Access forms part of the Service and shall be supplied by AdEPT on the terms set out in this Schedule.
- Subject to the provisions of this Schedule, AdEPT shall convey Emergency Calls to the AdEPT Emergency Centre and, if the geographic location of the Emergency Call can be sufficiently identified, hand over such Calls to an Emergency Services Organisation. This service shall only be available for access where the Emergency call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan, and being either from a geographic number range or from non-geographic number ranges 055, 056, 03 or 08.
- For the avoidance of doubt, a Customer may not acquire/order the Emergency Calls Access component of the Service on its own.
- AdEPT shall use reasonable endeavours to convey Emergency Calls in accordance with this Schedule.
- AdEPT shall give the Customer not less than 2 months written notice of any material change to the Emergency Service under this Schedule, or such lesser period as may be agreed with the Customer, such agreement not to be unreasonably withheld.

#### 16.12 Emergency calls access planning and setup

- The Customer must provide details, for each fixed network termination point or equivalent used, of the telephone number, the Customer's name and installation address (including the post code) in an agreed format.

#### 16.13 Emergency calls - AdEPT'S obligations

- Subject to the provisions of this Schedule, where Emergency Calls are conveyed to the Service platform, AdEPT shall:
  - convey Emergency Calls to one of the relevant AdEPT Emergency Centres;
  - if the geographic location of the Emergency Call can be sufficiently identified, provide an onwards connect service to the relevant Emergency Services Organisation via an AdEPT Emergency Centre telephone operator by means of two-way voice telephony; and
  - liaise and co-operate with the Customer in attempting to resolve problems that may arise and assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and the Customer telephone number if not automatically provided.
- AdEPT shall, based upon the geographic location information available, connect an Emergency Call to the Connect To Number on the AdEPT Emergency Centres' Emergency Services Database shown for the Emergency Services Organisation requested by the Customer's.
- If AdEPT receives an Emergency Call for which it is not possible to clearly confirm the geographic location and appropriate Connect To Number, or the information is incorrect or corrupted, AdEPT shall use reasonable endeavours to convey the Call to a Connect To Number for the appropriate Emergency Services Organisation.
- AdEPT shall correct faults with the Service which affect Emergency Calls in accordance with AdEPT's normal engineering practices. For the avoidance of doubt, AdEPT does not warrant that the Service is, or will be, free from faults.

#### 16.14 **Emergency calls – the Customer's obligations**

- The Customer shall inform AdEPT whether each Customer will use, or be likely to use, more than a single network termination point or equivalent.
- The Customer shall convey to AdEPT all Emergency Calls with full telephone number information (which may be used by an Emergency Services Organisation to call the Customer) and shall permit AdEPT to use such telephone number information to ascertain the appropriate Emergency Services Organisation.
- The Customer shall in a timely manner handle, process and reply to all enquiries and complaints about Emergency Calls.
- The Customer shall provide and as appropriate amend and delete its customer records, maintaining data accuracy by timely provision to AdEPT of the following records:
  - a telephone number that may be used to call the Customer; and



- the Customer's name and installation address (including the post code) for each network termination point or equivalent used. For End Users with nomadic applications that use more than one network termination point or equivalent the installation address is (until dynamic methods to update the address can be agreed) the address where the application is normally used.
- Customer records will be provided in a format as may be agreed from time to time on the Business Portal to support the handling of Emergency Calls.
- The Customer shall be responsible for informing its users (and potential users) of the limitations of Emergency Calls Access, including the following:
  - that the Customer's equipment used to access the Customer Service requires mains power to make Emergency Calls;
  - that the Customer is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
  - that the Emergency Call may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.
- Failure by the Customer to comply with this Schedule will be deemed to be a material breach of the Agreement.

#### 16.15 **Emergency calls - Charging**

- The Customer shall pay AdEPT the Charges specified for the conveyance of each Emergency Call.

#### 16.16 **Emergency calls – commencement and termination**

- The Customer may convey Emergency Calls to AdEPT and AdEPT shall convey those Calls on the Service Delivery Date or such later date as may be agreed between AdEPT and the Customer



## 17. Special NGN Service Terms

### 17.1 If you purchase AdEPT NGN services from us then:

- Where any number remains unused or receives less than 4 hours of calls per month after a period of 1 consecutive month from initial connection, AdEPT reserves the right to apply an administration charge of £10 per number for each inactive month.

## 18. Special Data Products Service Terms

### 18.1 Definitions:

<b>Cloud Service</b>	means an infrastructure as a service including Virtual Private Cloud and Managed Private Cloud where the Supplier provides the Resource to the Customer from the Supplier's Equipment and hosts the Customer Data from the Facility notwithstanding that the Customer will manage the Customer Data.
<b>Cloud backup service</b>	a service provided from the Supplier's Equipment for the backup and restoration of the Customer's data.
<b>Committed Delivery</b>	Means the date by which we anticipate the activation date of the services to begin. This is also the date by which AdEPT is measured against service credits for failing to deliver on or before the CDD.
<b>Date (CDD)</b>	
<b>Data centre</b>	Is a dedicated building providing space, power and secure facilities for storing data equipment and services. Often called a carrier hotel (where a telecommunications 'carrier' will rent space or 'rooms' within a data centre). AdEPT's network providers house their local points of presence (PoPs) in certain data centres around the UK.
<b>Ethernet First Mile (EFM)</b>	Is a term of reference given to the delivery of an Ethernet circuit, where the tail circuit is copper rather than the traditional fibre. New technology makes this possible and more affordable in locations where fibre delivery is either impossible or prohibitively expensive.
<b>Ethernet circuit</b>	Is similar to a leased line, but is generally a fibre based product to the point of entry into a building (except where the 'tail circuit' is provided as copper on an EFM technology). However, Ethernet circuits differ in that they are always presented as either an RJ45 connection (copper twisted pair Cat5e patch cable) or as a fibre patch cable presentation (termination type to be specified). Ethernet circuits operate at the International standard IEEE 802.3. Ethernet circuits are available usually at incremental speeds of 1Mb or 2Mb, where the minimum circuit speed is 1Mb, and the maximum will be multi gigabit circuits.
<b>Leased line</b>	A leased line is a symmetric telecommunications line connecting two locations. It is sometimes known as a 'private circuit' or 'data line'. Unlike a traditional PSTN line it does not have a telephone number, each side of the line being permanently connected to



the other. Leased lines can be used for telephone, data or Internet services. In this instance, we refer to leased lines as either a point to point (P2P) connection between two customer locations, or between a customer location and a data centre, or between a customer location and a PoP. In the latter instance, this will be typically for Internet provision. In the U.K. leased lines are available at speeds from 64Kb/s increasing in 64Kb/s increments to 2Mb/s over a channelised E1 tail circuit, and can be purchased in higher bandwidths. However, AdEPT only provides 2Mb E1 circuits. These circuits can be provided over copper or fibre.

**Managed Private Cloud**

a dedicated cloud environment made of storage, computer, networking, and virtualisation, to deliver a platform to a single client.

**Point of Presence (PoP)**

Is a node within the AdEPT network, sited within a data centre. It is the local point within our network, to where Internet circuits are terminated.

**Target ready for service date (TRFS)**

Means the initial date which is supplied by the AdEPT provisioning team as the estimation for an activation date. This is not a binding date, nor is it a CDD, and should be used as a guide only as to the likely activation date.

**Virtual Private Cloud**

means a multi tenanted cloud environment made of storage, compute, networking, and virtualisation, that delivers a platform to multiple clients.

**18.2 Order Process:**

- 18.2.1 AdEPT will endeavour to issue a TRFS at the same time at which it acknowledges receipt and confirm the customer order. The TRFS is the day on which we expect (under normal circumstances) the service activation date commences, and therefore the date which the service contract starts.
- 18.2.2 Throughout the provisioning process, AdEPT will need to communicate with named member(s) of the customer's staff (or their nominated representatives) to arrange access to the customer or the end user's premises, for AdEPT and/or their third party suppliers. Any delays to these requests either by the customer, their representatives, the end user, or the Landlord of the termination premises will delay AdEPT from meeting the TRFS and from issuing a CDD.

- 18.2.3 Typically within 10 working days of acceptance of an order, AdEPT or their third party representative will perform a termination location, premises survey, also known as a 'site survey'. It is typical that within a further 10 working days of the site survey, that AdEPT will be able to issue a CDD.
- 18.2.4 The CDD is the date by which AdEPT agree to have service ready for use (the activation date), and should AdEPT miss this target date, the customer is able to claim 'service delivery credits' which are detailed below in table 17.3, subject to 17.2.2, any delays outside of AdEPT control may lead to delays in the CDD and therefore invalidate any service delivery credit claim.

### 18.3 SERVICE DELIVERY CREDITS

<b>Number of working days beyond AdEPT CDD date</b>	<b>Compensation = percentage of connection charge for the circuit to be credited to the customer</b>
01-10	5%
11-15	10%
16-20	15%
More than 20	20%

- 18.3.1 In the event that the customer takes a dual circuit solution from AdEPT, where the tail circuits are provided by alternate carriers (or the same carrier but via geographically diverse PoPs) and one is configured as primary, with the other as a backup, then AdEPT will provide a TRFS and a CDD for each circuit.
- 18.3.2 The processes outlined within this document for delivery, will apply to each. Where the solution is quoted and sold at a fixed monthly, quarterly or annual price, AdEPT reserve the right to charge for separate services as they are delivered. E.g. customer takes 100Mb leased line, with a 10Mb leased line backup In this event, AdEPT will charge for the first circuit and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays) delivered on a pro rata basis, as this is a useable Internet connection.



- 18.3.3 The final charges will be applied on delivery of the second circuit and its confirmed live backup status presented in a working condition. At this stage, the contract term of the agreement for the solution will start. E.g. customer taking a 36 month term contract, with a 100Mb primary and a 10Mb backup circuit. The 100Mb circuit is delivered (as working) 2 months before the backup circuit. Not until the delivery of the backup circuit will the 36 month term of the agreement start. This means that the customer will be liable to pay the installation, monthly rental and reasonable set up costs as described above, for the primary circuit for an additional 2 months in this example.
- 18.3.4 In all cases, unless otherwise stated by the customer, AdEPT and their third party suppliers as applicable will endeavour to provide both or any circuits as part of any given solution at the same time. However, when this is not practicable or any third part service provider will not accommodate such requests, then the customer will be liable for all service charges as they arise on the activation date of said services.
- 18.3.5 In the event that a customer takes an ADSL backup service to their leased line, AdEPT will deliver the ADSL service and the leased line as close to the leased line CDD as possible using all reasonable endeavours. The exception to this will be when a customer asks for the ADSL service to be supplied in lieu of the leased Line being fulfilled. In this instance, AdEPT will charge pro rata for the delivery and rental of the ADSL service and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays). The final charges will be applied on the activation date of the primary leased line circuit.
- 18.3.6 For ADSL backup services, at no time will the provision of an ADSL service be subject to service delivery credits.
- 18.3.7 Where ADSL backup services are taken, it is the customer's responsibility to ensure that there is an adequate, uncompromised BT analogue PSTN circuit. Should the customer not provide a valid telephone number for this PSTN circuit, then AdEPT will not be able to provide the ADSL service. Similarly, if the PSTN termination is not in the correct location (should be within 3 metres of the planned leased line termination point) then AdEPT will not be able to provide the ADSL service as a backup.
- 18.3.8 For all services, when an installation fee is levied (as per the customer order form) AdEPT reserve the right to invoice this fee, which must be paid before we hand over the service to the customer or end user.

18.3.9 Subject to 17.3.1, 17.3.2 and 17.3.3, the term of the service contract as indicated on the customer order form will not start until the final circuit or complete solution is delivered. I.e. the service charges and start dates of individual circuits may be staggered, but the service solution term of contract will start and end at the same time. This means that the first circuit to be provisioned will be invoiced prior to the term of the contract starting, and the invoice period in lieu of the backup or secondary circuit(s) will vary depending on the independent tail circuit CDDs. Wherever possible however, we will try to ensure that the CDD for each circuit in a multi circuit solution are as close together as possible.

#### 18.4 **CUSTOMER'S RESPONSIBILITY:**

It is the responsibility of the customer at all times to ensure the following:

18.4.1 3 pin standard UK plug socket is available for each piece of required electronic equipment supporting the service(s) provided. Typically this will be one socket for each carrier NTE, and one for each router (or CPE) supplied by AdEPT to support the service. In addition, additional power sockets may be required as directed following initial site survey depending upon the solution(s) purchased

18.4.2 For all ADSL services as a backup, the customer must ensure that a non service bearing standard analogue PSTN line is available for AdEPT to enable the ADSL service. This PSTN line must terminate within 3 metres of the location of the AdEPT CPE

18.4.3 That enough rack space, where the customer expects the carrier NTE and AdEPT CPE to be positioned within a data rack (standard UK 19inch width), and that there is at least 3U of available space per single leased line or Ethernet circuit. As much as 10U may be required in certain circumstances but this is the exception rather than the rule and should be identified at survey.

#### 18.5 **Notice, termination and cancellation**

18.5.1 Once the data service has been activated, if you wish to terminate your contract at the end of the Minimum Contract Period, then you must provide us with 90 days written notice prior to the Minimum Contract Period end date. Unless agreed specifically with you, all our contracts are 'renewable' contracts. This means that at the end of the Minimum Contract Period it becomes a 12 month renewable contract. You can only terminate this if you provide us with 90 days written notice prior to the initial Minimum Contract Period end date or 90 days' written notice prior to each of the subsequent 'renewal' periods.



- 18.5.2 If you do not provide us with a minimum of 90 days written notice prior to the end date of the Minimum Contract Period or subsequent renewal period we will charge you for this period in full by taking an average of your last three months' data service charges by AdEPT.
- 18.5.3 If you want to end any part of the data service or the contract early (during the Minimum Contract Period or any subsequent renewal contract period), you will be liable to pay us an early termination fee. If the contract is terminated by you prior to the end of the Minimum Contract Period or subsequent renewal period, then 100% of the charges for the data services for the remainder of the Minimum Contract Period or subsequent renewal period are payable in full. The value of the data services will be based upon the average of the last three months' invoices issued by AdEPT prior to the receipt of notice of termination.
- 18.5.4 Once the customer has placed an order for a data service, if the data service is cancelled by the customer before the live date of the service then the customer may be liable for carrier costs, depending upon the stage of the order at the point of cancellation. The customer must pay any cancellation charges received by AdEPT from the carrier as a result of customer cancellation.
- 18.5.5 AdEPT reserves the right to pass on to the customer any charges levied by the service provider which are incurred as a result of the customer and/or users actions.

## 18.6 **EQUIPMENT AND OTHER**

- 18.6.1 Where AdEPT Technology Group plc is providing a managed service in respect of the customer premise equipment, the Customer will ensure, unless specifically requested by the AdEPT, that no person other than the AdEPT and its authorised contractors removes, adjusts, repairs, maintains or otherwise interferes with the network terminating equipment.