



AdEPT Residential Terms and Conditions

“The BIG PRINT”

(we hate small print)

Every contract has to have a set of Terms and Conditions. However, we hate the idea of hiding away all the nasty bits in as small a print size as you think you can get away with. That's why we've called this THE BIG PRINT.

This document clearly sets out, in as simple English as we can ...

- **What YOU can expect from us, and**
- **What WE can expect from you**

A summary of your Terms and Conditions is on the next page

Summary of Terms and Conditions

‘the main things you need to know if you don’t want to read 25 pages’

Changing your mind

You may end your contract with us prior to activation by sending us an email indicating that you wish to end your contract: within seven (7) working days from the day after the order date. Special terms apply to the cancellation of data products, see section 17.

Our tariff is on our website

Visit www.adept.co.uk for the full list of current standard tariffs. All bills will be sent by paper, CD or email. Paper bills will incur a charge of £1.25 inclusive of VAT for residential customers until 30th April 2012. From 1st May 2012 Paper bills will incur a charge of £1.39 inclusive of VAT for residential customers

Changing the contract

AdEPT can change the contract and the charges at any time and will publish these online at 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.

Activation charges

Activation Charges are Charges may made for the provisioning, connection and activation of a Service and the supply of Equipment.

Monthly Charges are Charges made for the rental of a Service.

Monthly Charges are the recurring Charges published in the AdEPT tariff. Monthly Charges are due monthly in arrears.

Call charges

The applicable Call Charges are calculated in accordance with your usage and the rates for calls published in the AdEPT tariff, or any bespoke prices you have agreed with us. Call Charges are due monthly in arrears.

Contract length

Prior to 26th May 2011

The initial term is 18 months from the date of activation on all broadband and Residential PSTN lines and calls you take from us. A renewable contract applies if:-

- you have free evening and weekend calls to UK landlines starting with 01, 02 or 03 and do not pay a monthly fee for this facility, and
- all contracts signed after 18th November 2008 but before 26th May 2011.

If you do not wish the contract to automatically renew you must write to us giving at least 30 days notice prior to the initial term end date.

From 26th May 2011

The initial term is either 12 months or 24 months from the date of activation for all Residential services you take from us.

You must pay until the initial term ends

Once we have provided a service you may end your contract at any time by giving us 30 days written notice either via email to customer.service@adept.co.uk or to Adept's office address as shown on your last bill. If you are ending your contract during the initial term, then you will have to pay a termination fee as set out below:-

- £5 per month for the remainder of your contract term (per Residential PSTN line)
- an administration fee of £25.

Payment methods

We only accept payments using direct debit, debit card or credit card, BACS, cheque, internet and phone banking. Direct Debit is free of charge, all other payment methods incur a payment processing charge of £1.50 inclusive of VAT for residential customers.

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 if you owe at least £2.50.

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

Voice and Broadband Services: Openreach product withdrawal.

Openreach has announced a geographically phased withdrawal of all of its 'Wholesale Line Rental' products by 2025. Openreach voice lines underpin how calls are made and received and support copper-based broadband Services (as defined by ADSL (Asymmetric Digital Subscriber Line) and FTTC (Fibre to the Cabinet)).



If any Service we provide to you incorporates an Openreach Wholesale Line Rental service, we may provide you with a migration notice setting out the provision of an equivalent replacement Service.

AdEPT Technology Group plc

Standard Terms & Conditions for Residential Customers

Updated 20 August 2021

Contents

1	Introduction	5
2	Placing your order	Error! Bookmark not defined.
3	Installation	6
4	Service Provision	8
5	How long is your contract?	9
6	Equipment supply	11
7	Your Obligations	13
8	Charges, Payment Terms and Credit Limit	15
9	Limitations of Liability	18
10	Miscellaneous	20
11	Data Protection	23
12	Special Terms if you order online or over the phone	24
13	Special Voice Terms	25
14	Special Broadband Service Terms	26
15	Special NGN Service Terms	27

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 Service Provider ("Services").

You may print these Terms at 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 810 2276-72. AdEPT is regulated by Ofcom.

1.3 Contact details

You may contact us by email at:-

customer.service@adept.co.uk

The AdEPT website is www.adept.co.uk

You may also contact us by telephoning:-

Residential customers

Customer Services 0344 55 77 200

It would help if you provide a valid email address when placing an order and maintain this address. We may use this email address to contact you for all purposes under these Terms.

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

Activation charges will be included on 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 your contract with us prior to activation by sending us an email indicating that you wish to end your contract: within seven (7) working days from the day after the Order Date if you have ordered online, or otherwise at distance.

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 of 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, recurring charges for the Initial Period (as defined below). Special terms apply to the cancellation of data products, see section 17.

4 Service Provision

4.1 Reasonable skill and care

We shall try to ensure that any service provided to you by us ("Service") 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; or
- 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.

5 How long is your contract?

5.1 Contract length

Prior to 26th May 2011

The initial term is 18 months from the date of activation on all broadband and Residential PSTN lines and calls you take from us. A renewable contract applies if:-

- you have free evening and weekend calls to UK landlines starting with 01, 02 or 03 and do not pay a monthly fee for this facility, and
- all contracts signed after 18th November 2008 but before 26th May 2011.

From 26th May 2011

The initial term is either 12 months or 24 months from the date of activation for all Residential services you take from us.

5.2 Initial term

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 an Initial Term then the longest period specified shall constitute the Initial Term. Following the Initial Term, 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 Initial Term 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 written notice 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 **Contract ends at the end of the Initial Period or at the end of the notice period**

Either of us may end a Service or the contract by giving not less than thirty (30) days prior notice in writing to the other at any time after activation; notice will expire on the last day of the notice period or the last day of the Initial Term, **whichever is later.**

We may need to change the charges or terms and conditions from time to time and we will always publish these online at adept.co.uk. If any price change or change to the terms and conditions is materially detrimental to you, then we will give you a minimum of 30 days notice and notify you via a special bill message. If we make a change that is materially detrimental to you and you decide to end the contract, you will not have to pay any termination charges. In this case you may only terminate during the period of thirty (30) days following such notification.

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

Once we have provided a service you may end your contract at any time by giving us 30 days written notice either via email to customer.service@adept.co.uk or to Adept's office address as shown on your last bill. If you are ending your contract during the initial term, then you will have to pay a termination fee as set out below:-

- £5 per month for the remainder of your contract term (per Residential PSTN line)
- an administration fee of £25.

If you do not wish the contract to automatically renew you must write to us giving at least 30 days notice prior to the initial term end date.

5.6 **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.

5.7 **Changing the contract**

AdEPT can change the contract and the charges at any time and will publish these online at 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.

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 can not 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. 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 inclusive (if you are a residential customer) of VAT.

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 Initial Term is the applicable tariff the date you place your order and are not subject to change for such Initial Period. 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 Initial Term, the applicable Monthly Charges are the recurring Charges published on the AdEPT tariff on the AdEPT website from time to time. Monthly Charges are billed in arrears.

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, 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 CD or email. Paper bills will incur a charge of: £1.25 inclusive of VAT for residential customers until 30th April 2012. From 1st May 2012 Paper bills will incur a charge of £1.39 inclusive of VAT for residential 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 is free of charge, all other payment methods incur a payment processing charge of £1.50 inclusive of VAT for residential 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.

8.1 **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 percent per annum above the base rate of HSBC 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.

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 if you owe at least £2.50.

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

8.15 **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 clauses 12 and 13.

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 10 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

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.

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:

- 10.3 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.

10.6 Changes to Contract Terms

10.6.1 Subject to clause 5.4, AdEPT can change the Contract (including the charges) 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) online at <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, trade marks, 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) Tariff
- (c) Service Level Agreement
- (d) These General Terms and Conditions
- (e) 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 Terms if you order online or over the phone

12.1 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

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 9, 12, 13 and 14);
- 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 13 (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 9);
- We will refund any card payments made fraudulently if you are a consumer; and
- the language of the contract shall be English.

13 Special Voice Terms

13.1 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.

14 Special Broadband Service Terms

14.1 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.

15 Special NGN Service Terms

15.1 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.