



Backup & Restore 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 22 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.

Our tariff is on our website

Visit www.adept-telecom.co.uk for latest tariffs. All business tariffs are exclusive of VAT. All bills will be sent by email.

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

Monthly Charges are the recurring Charges published in the tariff. Monthly Charges are due monthly in advance.

Contract length

Minimum period of 18 months from the date of activation on all support you take from us.

You must pay until the contract ends

If you want to end a Service or the contract early, all Charges are due to the end of the 18 months

Payment methods

We only accept payments using direct debit, debit card or credit card, BACS or cheque.

Late payment fees

If your previous invoice has not been paid at the time of producing your next invoice, a late payment fee of £7.50 will be charged to business customers so that we cover our administration costs. Residential customers will be charged a £2.50 late payment fee if they owe at least £2.50.



Backup and Restore General Terms & Conditions

Updated 18.06.2007

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1 Introduction

1.1 Contract Terms

These general terms, any applicable special terms or Products Terms and applicable tariff ("Terms") set out the legal relationship between you and AdEPT Telecom ("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-telecom.co.uk

1.2 AdEPT Telecom plc

AdEPT Telecom plc is a company registered in England and Wales (Company Number 4682431) with its registered address at One London Wall, London, EC2Y 5AB and VAT number is GB 810 2276-72 . AdEPT Telecom is regulated by Ofcom.

1.3 Contact details

You may contact us by email at business.service@adept-telecom.co.uk

The website is www.adept-telecom.co.uk

You may also contact us by telephoning:-

Customer Services 08450 50 40 10

You must 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

Any activation charges (if applicable) will be included on your first bill.

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.



3 Installation

3.1 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.

3.2 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; or
- technical issues prevent, delay or degrade the activation or provision of Service.

3.3 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.

3.4 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



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 Telecom website.

4.2 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

We will provide you with Service from the date on which the Service is activated for the minimum period of 18 months ("Initial Period").

If your order comprises multiple lines with different activation dates, then each line shall be the subject of a separate Initial Period from the relevant date of activation.

5.2 Initial 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 an Initial Period then the longest period specified shall constitute the Initial Period. Following the Initial 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 Initial 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 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 Period, **whichever is later**.

You may end a Service or the contract if we notify you of a materially detrimental change to a Service or these Terms. In this case you may only terminate during the period of thirty (30) days following such notification.

5.5 You must pay until the contract ends

If you want to end a Service or the contract otherwise than as set out above, you will still be liable to pay us all Charges due to the end of the Initial Period.

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 Telecom 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).



6 Supply

6.1 **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.

6.2 **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 Telecom 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 Telecom 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 Telecom website from time to time at www.adept-telecom.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");

8.3 VAT

Charges quoted in the tariff are either inclusive (if you are a residential customer) or 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 then 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 Initial Period 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 Period, the applicable Monthly Charges are the recurring Charges published on the tariff on the AdEPT Telecom website from time to time. Monthly Charges are due monthly in advance.



8.6 Copy invoices

Invoices are normally issued free of charge by email. We do not normally issue paper invoices, however you may request a copy invoice on paper. The price for copy invoices is £1.50.

8.7 Payment methods

We only accept payments using direct debit, debit card or credit card approved by us (MasterCard or Visa), BACS or cheque.

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.

8.8 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).

8.9 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.

8.10 Credit limits

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

8.11 Late payment fees

If your previous invoice has not been paid at the time of producing your next invoice, a late payment fee of £7.50 will be charged to business customers so that we cover our administration costs. Residential customers will be charged a £2.50 late payment fee if they owe at least £2.50.



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.

9.2 Unforeseen losses

Subject to this, neither we nor you will be liable to the other for any 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 Telecom website at <http://www.adept-telecom.co.uk/Text/1107302943018-6925/pC/home/Welcome>

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**

Subject to clause 5.4, we may change these Terms from time to time by notifying you of the revised Terms.

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.



11 Special Business Terms

11.1 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 Telecom website at www.adept-telecom.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, 10 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 £2,000 in such calendar year; and;
 - (b) in aggregate shall be limited to damages equal to £10,000 in such 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 13, 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.



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-telecom.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 Telecom website (also see clauses 9, 11, 12 and 13);
- 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 tariff on the AdEPT Telecom 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 Telecom 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.



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