

1. Service

1.1 This agreement concerns the provision by 21st Century Networks (21cns) to you the customer (you) of one or more of 21cns's telecommunications services. 21cns will provide you with the service(s) as specified on Master Service Agreement (Agreement) subject to the provisions of this agreement. 21cns may vary how these services are provided if 21cns wishes to maintain or improve their quality or needs to do so in order to comply with any applicable law or regulation.

1.2 Where the service is Calls, Line Rental, Broadband or Inbound Solutions, the provisions in this Agreement specific to that service shall apply and if they conflict with any provision elsewhere in the Agreement, the specific provisions shall prevail.

1.3 You acknowledge that certain services are incompatible with the calls and line service available from British Telecommunications Plc (BT) and such incompatible services are excluded from 21cns's services. You also acknowledge that some technical limitations within the network used to provide the services may not become apparent until the service has been operating for some time and if that occurs the service may need to be temporarily withdrawn in which case you will receive a pro rata rebate of the relevant charges paid by you in advance and the period of the withdrawal.

1.4 If you want the connection point for the service (ie, the terminal block, socket for a removable plug, distribution frame or other device which connects your equipment to an exchange line) to be moved to another place within your site, 21cns may agree to this subject to your paying 21cns's applicable charge. At 21cns's request you will arrange for your equipment to be reprogrammed by your maintainer in accordance with instructions given by 21cns but 21cns will not bear any responsibility for such reprogramming.

2. Duration

Any service other than Calls, Line Rental, Broadband and Inbound Solutions will be provided on the basis of a 36 month initial period from the date you sign the Master Service Agreement with the same provisions for automatic renewal unless terminated by proper notice as are applicable to the Broadband service.

3. Charges

21cns charges you for using the services covered by this agreement. Initially you are charged at the rates specified on the quote Agreement or published in our price lists in that order of priority. If the prices for any products which 21cns acquires from its suppliers and which form part of the Services provided under the Supply Agreement are increased for any reason (for example (but without limitation) pursuant to a direction or decision of Ofcom), 21cns reserves the right to increase its Charges for the Services accordingly. Please note:

3.1 Charges are calculated from data recorded by us and not from your own records.

3.2 Where a direct debit is unpaid due to insufficient funds or cancellation, a £35.00 administration charge will be included on your next monthly bill.

3.3 A charge of £20 per service will be added to your next bill to reinstate services barred due to non-payment of an invoice.

3.4 All 21cns charges (whether referred to in the Agreement, this Agreement or elsewhere) are subject to VAT at the prevailing rate

3.5 21cns will charge £110 to reinstate lines that have been ceased due to non-payment

3.6 Any invoices which are disputed must be done so within 3 months of the Invoice date otherwise invoices will be deemed to be correct. If you wish to dispute any invoice you must write to us and provide us with (i) nature and reason for dispute, (ii) the amount in dispute, (iii) any evidence to support the disputed amount.

4. Payment Terms

- 4.1 If any payment is not made in cleared funds by the due date then in addition to other rights and remedies 21cns reserves the right to require that all future payments are made by monthly variable direct debits and if you refuse to set up a direct debit arrangement in these circumstances 21cns can terminate the Agreement.
- 4.2 You will be notified of any problems with your payments or direct debit instructions.
- 4.3 Payments are to be made by you without set-off or deduction and if you fail to pay any sum due, we shall be entitled to charge interest on the amount due at the rate of four percent (8%) above the Bank of England official bank rate paid on commercial bank reserves prevailing from time to time calculated from the due date until collection.
- 4.4 Cancellation of the direct debit does not constitute notice of cancellation on termination of the contract.
- 4.5 You are protected at all times by the direct debit guarantee as detailed on 21cns's website www.adaptivecomms.co.uk.
- 4.6 21cns reserves the right to charge a £5.00 administration fee for payments tendered by means other than direct debit. 21cns reserves the right to increase this amount without notice
- 4.7 21cns reserves the right to perform a credit check with no prior notice on you, and to pass your credit history with 21cns on to the credit agencies and/or the Court.
- 4.8 21cns reserves the right to request from you at any time a deposit, paid in advance, should periodical credit checks reveal an insufficient credit scoring or County Court Judgment or if unusual usage and call charges are incurred. Should this request not be met within 30 days of notification by 21cns, 21cns reserves the right to terminate the contract and to demand full and immediate payment of any outstanding balance.
- 4.9 21cns may, at its sole discretion and at any time, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such credit limit, 21cns may demand immediate payment of the charges and/or suspend the service; and you will still be responsible for all charges incurred including those exceeding the credit limit.
- 4.10 21cns will charge a £199 disconnection fee should your agreement with 21cns be terminated due to your non-payment.

5. Pricing

- 5.1 All call types where prices are not listed on the quote or Agreement will be charged at 21cns's standard tariff prices, details of which are available on request.
- 5.2 Local and national calls are numbers beginning with 01 and 02 only and do not include non-geographic number (0845, 0870 etc) premium rate numbers (09xx) and internet access numbers.
- 5.3 Mobile calls are calls to 02, Vodafone or EE. Calls to other network operators, unless specified otherwise in the Agreement, will be charged at 21cns's standard tariff prices, details of which are available on request.
- 5.3 Where you have any been provided any services with an unlimited tariff you agree that this is provided under the 21st Century Network Solutions Limited unlimited calls and texts fair use policy and agree unconditionally to accept this policy in full (available on our website www.adaptivecomms.co.uk).

6. Your Responsibilities

You agree:

- 6.1 To use the services in accordance with this agreement, any instructions given by 21cns from time to time and any laws, regulations and licenses which apply to the use by you of the services.
- 6.2 Not to allow an alternative supplier to override or bypass 21cns's service either through the installation of equipment or through the BT™ local exchange.

6.3 To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.

6.4 Not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or in order to commit a fraud or other criminal offence.

6.5 Not to transfer or agree to transfer any number provided to you for use with the service, nor attempt to do so.

6.6 To the termination of your existing contract for equivalent services with your current provider and irrevocably authorise and request 21cns to cancel on your behalf any such existing contract and to provide 21cns with such information as 21cns reasonably requires and to allow access to the site at which the service is to be provided for 21cns, BT or any other telecommunications supplier to 21cns and you acknowledge that 21cns cannot process the provision of the services until such information is provided and such access is allowed.

6.7 You will be responsible for providing the site conditions 21cns advises you will be required for provision of the service including electricity supply connection points and computer terminals. 21cns will not be responsible for reinstating the site after the installation work has been carried out, other than where damage has been caused by 21cns.

6.8 You will ensure that your equipment meets all legal and regulatory requirements and is approved for connection to the network. You must disconnect any non-compliant equipment immediately or allow 21cns to do so at your expense.

6.9 You are responsible for removing any equipment not required for or incompatible with the service and returning it to its owner.

6.10 You consent to BT or other relevant service provider disclosing to 21cns any information relating to the transfer or removal of BT's (or other relevant service providers') products and services that exist on the line as at the time of its transfer to 21cns

6.11 You are responsible for paying for all services billed to you by 21cns

6.12 You shall indemnify 21cns against all costs, damages, expenses and losses and reasonable professional costs and expenses suffered or incurred by 21cns arising out of or in connection with breach by you or other act or omission by you under or in relation to this agreement.

6.13 Non-Solicitation. During the term of this Agreement and for 36 months after any termination of this Agreement, the customer will not, without the prior written consent of the AdaptiveComms, either directly or indirectly, on the customer's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the AdaptiveComms, Adaptive Communication Solutions Ltd and TwentyFirst Century Network Solutions Ltd.

6.14 You agree to abide by the TwentyFirst Century Network Solutions Ltd calls and texts fair use policy without condition.

7. Suspension of Service

21cns may suspend the service (without being liable to compensate you):

7.1 In the event of a local or national emergency.

7.2 To comply with a request from a government or other competent authority.

7.3 To protect or provide service to rescue or other essential services or otherwise.

7.4 To maintain the quality of 21cns's services.

7.5 If 21cns reasonably believe that you will fail to pay any amount due to 21cns (whether or not we have issued you with an invoice)

7.6 If an event occurs which is beyond 21cns's reasonable control.

7.7 If you break any part of this agreement.

7.8 If 21cns has good reason to suspect fraudulent activity or misuse of 21cns's services or any other breach by you of this agreement.

7.9 You fail to comply with the 21st Century Network Solutions Limited unlimited calls and texts fair use policy available on request or from our website.

8. Termination

The agreement may be ended immediately by you on written notice to 21cns if 21cns breaks a term of this agreement, which after written notice has not been rectified within 14 days. Either you or 21cns may end this agreement without notice if the other stops trading or becomes insolvent or is wound up. 21cns may end this agreement on written notice to you but without needing to give you prior notice if you break any of the obligations under clause 4 (Payment) or 6 (Your Responsibilities). On termination of this agreement for whatever reason, you will:

8.1 immediately pay any outstanding invoices.

8.2 be responsible for any required engineering reprogramming costs for you to use an alternative supplier.

9. Liability

9.1 Neither 21cns nor you will have to compensate the other for any detrimental event beyond the other's reasonable control.

9.2 In this agreement, events "beyond... reasonable control" include any act of God, reduction or failure of power supply, other telecommunications operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, act of terrorism, military operation, riot or delay or employee dispute.

9.3 In any event 21cns will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect consequential or special losses nor for any charges incurred by you with another call carrier.

9.4 Without prejudice to this 21cns's liability to you in contract or tort arising under or in connection with this agreement shall be limited to a refund of 21cns's line rental charges for the period during which you were unable to use the services and in no event shall 21cns's liability to you for any event or series of connected events exceed £500 for each year commencing on the date our agreement with you comes into effect

9.5 The service cannot be guaranteed to be fault free but 21cns will provide you with a similar standard of service as it provides to its customers generally.

9.6 21cns does not seek to limit 21cns's liability for death or personal injury resulting from 21cns's negligence.

9.7 21cns accepts no liability for claims relating to your ability to use or continue to use a particular telephone number.

9.8 21cns accepts no liability for any charges incurred by you should your traffic be diverted to another service provider other than when this is due to a negligent act or omission on the part of 21cns.

10. Wholesale Line Rental (WLR)

On the WLR Service, 21cns will bill you for line rental of your BT™ line and BT Openreach™ will continue to maintain your line and fix any faults that may occur. You acknowledge that in order to avoid delays occurring in the ordering process, 21cns will need to be notified by BT™ of any products or services presently in use on your line that are incompatible with the WLR service. BT™ is under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In signing this Agreement you give consent to BT™ to disclose such information to 21cns. You also give 21cns authority to act as your agent to arrange connection onto 21cns services. If 21cns is unable to take over the billing of your line rental, for whatever reason, you hereby authorise 21cns to carry your phone calls only through carrier preselection.

11. Carrier Pre-Selection (CPS)

CPS is the routing of your phone calls through a carrier other than BT™. Your phone line(s) are still maintained by BT™ engineers but the calls are carried on another network. 21cns may select and at any time change any carrier or other service provider for the purposes of providing the CPS service. In signing the Agreement you irrevocably authorise 21cns to give all notices, nominations and other authorisations necessary for 21cns to provide the CPS service.

12. Repairs to Service

12.1 BT Openreach™ will continue to maintain your line and will continue to fix any faults that may occur. We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible. The Customer Service and Fault Notification is 01704540547.

12.2 In relation to the Line Rental Service, if BT Openreach™ charges 21cns for repairs and an engineering call out charge, which will occur if the fault is found to be a fault in or is due to damage to the customers' equipment, 21cns reserves the right to pass on those charges to you together with its own administration charge of £50.00 per call out.

12.3 You should report any fault to 21cns's customer services department, where it will be dealt with in accordance with 21cns's fault repair service. 21cns may ask that you have your equipment checked by your own maintainer. If 21cns agrees to fix a fault that is not 21cns's responsibility, or if no fault is found, 21cns may charge you for work carried out by 21cns at its applicable engineer's rates.

13. General

13.1 You may not transfer this agreement or any rights under it without 21cns's prior written consent.

13.2 21cns may transfer its rights or any part of them under this agreement as it sees fit, on written notice to you.

13.3 If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply.

13.4 This agreement and the documents referred to in it represent the entire contract between you and 21cns, to the exclusion of any terms subject to which you may accept, or purport to accept, the service.

13.5 Any variations (other than changes made in accordance with this agreement) shall not be effective unless in writing and signed by you and by 21cns).

13.6 If there is any inconsistency between this agreement and the Master Service Agreement, the Agreement shall take precedence.

13.7 Any failure by either 21cns or you to enforce any right shall not be deemed a waiver of any such right.

13.8 This Agreement is governed by English Law and the English Courts shall have exclusive jurisdiction for the purposes of determining any dispute or other matter which arises out of or in relation to this agreement.

14. Notices

14.1 Any notice required to be served under any of the provisions of this Agreement must be in writing. The address for service of 21cns (subject to any change notified by 21cns to you) is the address stated on your signed Agreement. Your address for service is the address set out on the most recent invoice or such address as has been subsequently notified to 21cns in accordance with this clause.

14.2 A notice will be treated as served as follows:-

(i) in the case of delivery by hand, on the day of delivery except that where that day is not a Working Day, or the delivery is made after 4pm, then it will be treated as served on the next

Working Day (ii) in the case of delivery by registered post or recorded delivery, on the date of delivery as proved by the proof of delivery advice issued by Royal Mail (or such other postal service providing a registered or recorded delivery service in place of or in addition to Royal Mail)

(iii) in the case of any other method of service, at the time of service actually proved in this clause "Working Day" means Monday to Friday but does not include Bank Holidays.

15. Calls

15.1 "Calls" means calls (including reverse charge calls) made on a line and a line is the apparatus forming part of the network used by 21cns to connect you to a telephone exchange.

15.2 Unless discounted or waived installation charges apply, the agreement for Calls is for a minimum of 72 months or, if it is longer, the period specified on your signed Agreement.

15.3 If 21cns discounts or waives any line installation charges then the agreement for calls will be for a minimum of 72 months rather than any other term (unless greater). The General Terms and Conditions explain how notices must be served.

15.4 Calls are charged at the rates set out in the Agreement or quote but where prices are not listed on the Agreement or quote calls will be charged at 21cns's standard tariff prices, which may vary from time to time, details of which are available on request.

15.5 If you cancel the Calls service before it is duly terminated as described above, you will have to pay:

(i) £99, and

(ii) an amount equal to the average of the Call charges for each of the last 3 complete months during which the Calls service was provided (but if there are less than 3 complete months then the average will be calculated on a weekly basis and the amount payable will be equal to 4 such average weeks multiplied by either 12 months or the remaining contract term, whichever is longer). This is in addition to any other charge imposed by virtue of these Terms and Conditions.

16. Line Rental

16.1 "Line Rental" means the provision of apparatus forming part of the network used by 21cns to connect you to a telephone exchange.

16.2 Unless discounted or waived installation charges apply, the agreement for Line Rental is for the term specified on your signed Agreement. The General Terms and Conditions explain how notices must be served.

16.3 If 21cns discounts or waives any line installation charges then the agreement for Line Rental will be for a minimum of 72 months rather than 36 months. The General Terms and Conditions explain how notices must be served.

16.4 The fee for the Line Rental service is the monthly rental set out in your signed Agreement but where prices are not listed on the Agreement line rental will be charged at 21cns's standard rates details of which are available on request.

16.5 If you cancel the Line Rental service before it is duly terminated as described above, you will have to continue paying the monthly service fee up until the end of the then current period of the Agreement, plus £99.00 per line. This is in addition to any other charge imposed by virtue of these Terms and Conditions.

16.6 In addition, if you terminate this agreement prior to the end of the period specified on the Agreement and after your account has been provisioned (except if you terminate, in accordance with the provisions of this agreement, as a result of 21cns's breach or insolvency or winding up), you will reimburse 21cns for any costs incurred in releasing you from your contractual obligations with BT™ prior to transferring you to the 21cns service (if applicable).

16.7 Where the service involves the installation of a new line, 21cns will allocate a telephone number to that line and, unless you do not require it, will arrange for one free standard entry to be made in a telephone directory published by BT or any other operator (as appropriate).

16.8 If 21cns has an appropriate agreement with your existing service provider, 21cns can provide, at your request, a telephone line using your existing number as long as:

- (i) there are no technical reasons preventing the use of that number
- (ii) the existing service provider agrees to release the number
- (iii) you authorise 21cns to cancel on your behalf the service on the existing line using that telephone number
- (iv) you provide 21cns with sufficient information including (but not limited to) the account name, account number, service address and billing address
- (v) you pay 21cns's charges for number portability, and number portability is available at the site

17. Broadband

17.1 "Broadband" means all broadband services, including ADSL, SDSL and FTTC in all their forms.

17.2 The agreement for Broadband is for a minimum of 36 months or, if it is longer, the period specified on your signed Agreement. The period starts on the date you sign the Agreement. It will be automatically renewed for a further period of 12 months and for successive further periods of 12 months after that unless either 21cns or you gives the other written notice of termination at least one month before the end of the initial or the relevant succeeding period. The General Terms and Conditions explain how notices must be served.

17.3 The fee for the Broadband service is the monthly service fee set out in your signed Agreement.

17.4 If you cancel the Broadband service before it is duly terminated as described above, you will have to continue paying the monthly service fee up until the end of the then current period of the Agreement plus £99.00. This is in addition to any other charge imposed by virtue of these Terms and Conditions.

17.5 There is a £50 disconnection fee for disconnecting Broadband services or leaving for another provider at any point in the contract.

18. Inbound Solutions

18.1 "Inbound Solutions" means services provided via Non-Geographic Numbers (NGNs), such as fax to email service, interactive voice response, time of day/day of week routing, call queuing and outbound call recording services.

18.2 The agreement for Inbound Solutions is for a minimum of 36 months or, if it is longer, the period specified on your signed Agreement. The General Terms and Conditions explain how notices must be served.

18.3 The fee for the Inbound Solutions service is the monthly service fee set out in your signed Agreement.

18.4 If you cancel the Inbound Solutions service before it is duly terminated as described above, you will have to continue paying the monthly service fee up until the end of the then current period of the Agreement, plus £99.00 per number. This is in addition to any other charge imposed by virtue of these Terms and Conditions.

19. Early Cancellation Charges

Where cancellation charges as described in Clauses 15 (Calls), 16 (Line Rental), 17 (Broadband) and 18 (Inbound Solutions) and in respect of any other service provided by 21cns apply, such cancellation charges are payable immediately.