



M12 Solutions Ltd – Terms and Conditions of Supply of Network Services

1. DEFINITIONS

The following terms used in these terms and conditions shall have the meanings given to them below:-

'Charges' means any charges not included in the Call Charges, which the Customer agrees, is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fee, etc.

'Call Charges' means the sums payable by the Customer for telephone calls made (or, as the case may be, for telephone calls received) by the Customer in using the Service and all other charges of a periodical nature made in pursuance of this Contract and to which the Customer has agreed

'Credit Limit' means the credit limit agreed between M12 Solutions and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by M12 Solutions, including equipment or maintenance services.

'Customer' means the person or body corporate contracting M12 Solutions to supply the Service(s) under this Contract

'Equipment' means any equipment or products (including Managed routers. Call Logger or Analysis software) supplied by M12 Solutions to the Customer as part of the Service

LLU means Local Loop Unbundled lines, SIP means lines provide via data services

M12 or M12 Solutions means M12 Solutions Ltd company registration number 3401975 of 3 The Belfry, Solent Business Park, Fareham Hants PO15 5FJ. (The Supplier)

'Minimum Notice' means the notice required to terminate the relevant Service

'Minimum Period' means the minimum period for the supply of the relevant service

'Numbers' means telephone numbers allocated to the Customer as part of a Service by M12 Solutions

'Prices' means the prices for the relevant Service as amended by M12 Solutions from time to time;

'Service' or 'Services' means the supply, connection and provision of the Network Services and equipment as indicated in this Contract

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

Fair and Reasonable M12 Solutions will always act in a way which can be defended as being fair and reasonable, M12 will endeavour to provide notice, to provide reminders (written or oral) to understand the customer's perspective. M12 will always be open and provide its perspective and if it has been responsible for material failure, work hard to provide speedy and amicable resolution. M12 will go the extra mile and be contactable 24 hours to resolve issues. We will provide mid-term contract reviews if requested.

2. PROVISION OF THE SERVICE

2.1 M12 Solutions shall provide the Customer with the Network Services (as set out) and the Customer shall pay M12 Solutions, M12 Solutions will pay any Call Credits as appropriate.

2.2 M12 Solutions does not warrant that the Services are, or shall be, provided continuously or that the Services are, or shall be, free of any faults.

2.3 The Service shall be exclusive to M12 Solutions for network call charges associated with the lines specified in this agreement for the duration of the agreement.

2.4 The Service shall be exclusive to M12 Solutions for calls made from the site (s) outlined within this agreement except for calls which may occasionally require BT override. Other lines and calls may be excluded where they are installed for Security and Fire protection.

2.5 Should the organisation move to new premises, then this agreement shall continue to remain in place for the remainder of the term, if new lines or new services are installed by M12 and then a new minimum period shall apply.

2.6 M12 Solutions will sometimes connect customers when requested, without terms and conditions being signed by the customer. M12 Solutions terms will be provided by recorded post or via e-mail with read receipt or via notification of where the terms can be securely downloaded. Customers using M12's network services will therefore have the latest M12 Solutions Terms and Conditions effectively in place.

2.7 If the service is required to be connected via LCR (Least cost Routing) software on the phone system. Or if transfer to M12 requires previously installed LCR programming to be removed. The customer will pay the amount required by the system maintainer to remove the service to M12. This will be added to the customer's first bill and itemised as a connection charge.

3. EFFECTIVE DATE AND TERM

3.1 This Contract shall have full force and effect from the date on which the Customer signs this Contract or commences service, whichever is the later. This agreement, subject to condition 9 shall continue to be in full force and effect for a Minimum Period of twenty four months and shall continue for subsequent 12 month periods, unless and until terminated by either party giving to the other not less than 60 days notice in writing and no more than 120 days in writing as specified in 9.4.

3.2 The minimum period of 24 months might be reduced or increased if stated in the schedule of services.



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- 3.3 M12 Solutions agree to provide services which are always “in contract” with mutual protection and agreement under these terms. Notice of termination should be in line with 3.1 above.
- 3.4 This contract period may be adjusted by agreement between the parties such that a new minimum period shall apply, the subsequent agreement regarding rates, term and minimum period only needs electronic, written or faxed confirmation.
- 3.5 Additional services and price reductions will require other existing services to co-terminate with the additional services to the organisation even if additional services are taken for another site.

4. CUSTOMERS ADDITIONAL OBLIGATIONS

- 4.1 The Customer undertakes to comply with all reasonable instructions given by M12 Solutions Ltd relating to the Service and not to use the Service for any purpose which is improper, unlawful or offensive or in any manner which constitutes a violation or infringement of any act or regulation or of any duty or obligation of M12 Solutions, statutory or otherwise, to any third party.
- 4.2 The Customer undertakes to notify M12 Solutions immediately the Customer discovers or becomes aware of the possibility of any fault in any of the Services.
- 4.3 The Customer warrants that this contract is entered into in the course of the Customer’s business and not as a private individual.
- 4.4 The Customer undertakes to give over to M12 Solutions free of charge and in full co-operation any information reasonably required by M12 Solutions in order to fulfil its obligations under this Contract.
- 4.5 The Customer shall give permission to enable access by M12 Solutions or its representatives or agents to any Property where such access is reasonably required by M12 Solutions to fulfil its obligations under this Contract.
- 4.6 Should the Customer demand that access given in accordance with condition 4.5 falls outside normal working hours then the Customer shall reimburse M12 Solutions for any reasonable extra expense incurred in complying with such request.
- 4.7 The Customer will return any rented equipment to M12 Solutions upon request, upon the agreement concluding, or upon the equipment no longer being required.

5. EQUIPMENT AND CIRCUITS

- 5.1 Where M12 Solutions is supplying Equipment, New Lines or Data Circuits to the Customer as part of the Service, any specified delivery date shall be treated as an estimate only, and shall not be a term of this Contract. M12 Solutions accepts no liability for failure to meet any expected delivery date.
- 5.2 Wherever necessary M12 Solutions or its nominee representative or agent shall install the Equipment at the Property. M12 Solutions shall not be liable for any loss, damages or expenses due to any installation or programming, including reprogramming of least cost routing software or data router if carried out by person other than its nominee representative or agent.
- 5.3 The Customer shall be responsible for the on-site Equipment whilst it is in the Customer’s custody and shall notify M12 Solutions immediately of any faults, which occur, or of any loss or damage to the Equipment. The Customer shall indemnify M12 Solutions against any loss or damage to the Equipment.
- 5.4 Subject to condition 4.6, M12 Solutions will use its reasonable endeavours to carry out all repairs to the Equipment, which become reasonably and properly necessary to maintain the Service, during normal working hours and without charge to the Customer, but M12 Solutions reserves the right to carry out repairs to the Equipment outside normal working hours (Customers demanding out of hours service are dealt with in the general right of entry at condition 4.6).
- 5.5 The Customer undertakes not by itself or its agents to carry out any repairs, alterations, modifications or maintenance or make any additions or attachments to or otherwise alter the Equipment or Circuits without the prior consent of M12.
- 5.6 The Customer undertakes that any telecommunications equipment supplied or used by the Customer in conjunction with the Equipment is in good working order and complies with all applicable legislation and standards.
- 5.7 Any programming of the local exchange to set up CPS or LLU for the customer will be carried out by a third party (typically Openreach). The customer recognises that M12 Solutions are not responsible for failure of such third parties.

6. PAYMENTS

- 6.1 The Customer undertakes to enter into a monthly payment agreement with M12 Solutions for the payment of the Call Charges, Line rentals, WAN and Internet, Hosted Telephony and other associated network services set out in the schedule.



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- 6.2 Unless otherwise agreed, the Customer shall be invoiced monthly in arrears in accordance with the billing cycle notified to it by M12 Solutions for all Call Charges and monthly in advance for circuits and line rentals under this Contract plus value added tax.
Time of payment of all sums due to M12 Solutions under this Contract shall be of the essence. If payment in full is not received by M12 Solutions by the due date, (14 days from the date of billing, unless otherwise agreed). M12 Solutions shall be entitled at its sole discretion:
- To suspend the Service forthwith until payment in full has been received including any interest payable
 - To add daily interest on the amount due will be at the rate of 3% per month on any unpaid overdue balance until such amount is paid in full.
 - To maintain services but apply call rates which represent “poor credit” this may mean BT rates for line rentals, call set up charges and charges at BT rates without further reference to the customer.
- 6.3 In the event that the Customer’s invoice/statement shows a credit in any one month payment of that credit will be made by cheque and sent to the Customer’s usual business address no earlier than 3 weeks after the date of invoice/statement. Upon receipt of a credit statement the Customer is to send an invoice for the sum stated to M12 Solutions for payment. For example against non geographic numbers.
- 6.4 Payments cannot be offset against other credits from M12 Solutions whether due or expected to be due from M12 to the customer.
- 6.5 If the Customer’s Call Charges exceed the Credit Limit, the Customer’s Network Services may be suspended and M12 Solutions shall have the right to demand immediate payment of the full amount owing including any money in excess of the Credit Limit (M12 Solutions will use its reasonable endeavours to give Customers advanced warning of a breach of their Credit Limit during any particular month, however, M12 Solutions gives no warranty or assurance that it will ensure that such a warning shall be given).
- 6.6 All Call Charges payable under this Contract shall be calculated by reference to data recorded or logged by M12 Solutions or their nominee and not by reference to data recorded or logged by the Customer.
- 6.7 M12 Solutions shall be entitled to charge an Extra Charge for any Equipment supplied to the Customer in the event that this Contract is terminated for any reason (other than breach of this Contract by M12 Solutions) within the Minimum Period.
- 6.8 All charges relating to any number provisioning, line installations and line rentals shall be payable in advance of this service being provisioned unless otherwise agreed in writing.
- 6.9 Any other charges shall be payable within the strict timescales laid out in the side agreement applicable for such services.
- 6.10 M12 Solutions reserve the right to amend any prices within this agreement, in line with changes within the telecommunications industry, price increases imposed on M12 by its supplier of network services giving no less than 30 days notice.
- 6.11 A minimum monthly charge of £20 plus VAT for calls shall be applicable on all accounts.
- 6.12 All payments from the customer should be via Direct Debit unless stated in writing by M12 Solutions Limited and attached to the acceptance document.

7. LIABILITY AND INDEMNITY

- 7.1 As expressly provided in this Contract, all warranties, conditions or other terms implied by statute or common law, are excluded to the fullest extent permitted by law.
- 7.2 The Customer expressly affirms that they are not relying on any warranty, condition or representative not contained within this contract.
- 7.3 M12 Solution’s entire liability and the Customer’s sole remedies in respect of any Default (defined in condition 7.3 herein) shall be set out in this condition 7. The Customer’s remedies against M12 Solutions for any Default shall be limited to damages.
- 7.4 Subject only to condition 7.4, M12 Solution’s aggregate liability to the Customer for damages in respect of negligence, breach of contract, tort, misrepresentation or any other legal liability in connection with or related to the subject matter of this Contract (‘Default’) shall in no circumstances exceed £1,000 in respect of any one incident or £2,000 in respect of a series of incidents arising from a common cause whether successive or concurrent.
- 7.5 M12 Solutions does not exclude or limit liability for death or personal injury arising from negligence of M12 Solutions, their employees, agents and authorised representatives.
- 7.6 In the event of any failure in the Service which, using its reasonable endeavours, M12 Solutions could not have prevented, M12 Solutions shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its voice and/or data traffic, as applicable, to another carrier. M12 Solutions will only accept liability for direct damage to the Customer’s physical property where such damage results from the proven negligence of M12 Solutions in the performance of this Contract up to a limit of £1,000 in respect of one incident or £2,000 in respect of a series of incidents arising from a common cause whether successive or concurrent.



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7.7 Subject only to condition 7.4, M12 Solutions shall not in any event be liable for any indirect, consequential, incidental or special damages or any loss of profits, revenue, goodwill or anticipated savings whether sustained by the Customer or any other party even if advised of the possibility of such loss or damages.

7.8 The Customer agrees to indemnify and hold harmless the Wholesale Provider and its parent, subsidiaries, affiliates, officers and employees from any claim or demand whatsoever, including any made by a third party, arising out of the User's use of the Service or any interference with the Intellectual Property Rights.

8. CUSTOMER LIABILITY

8.1 The Customer undertakes to indemnify, and hold harmless, M12 Solutions and its wholesale providers against all liabilities, claims, damages, losses, costs and proceedings arising in connection with the Customer's breach of its undertakings under this Contract (including but not limited to undertakings under conditions 3 and 4 hereof).

8.2 If the Company defaults for any reason in not honouring its debt and/or outstanding account with M12 Solutions Ltd or is put into receivership or liquidation or is amalgamated with any other company, the Directors of the Company hereby agree to irrevocably guarantee any outstanding debt and/or account that the Company may have with M12 Solutions.

8.3 Should this account not be settled when due, and thereby fall into arrears, and M12 Solutions Ltd instruct a Debt Collection Agency and/or a Solicitor to collect the said debt/account; all commissions, legal fees, costs, disbursements, Value Added Tax, and all sums that the Company is called upon to pay in order to collect the said outstanding debt/account, will be borne by the Debtor and/or the party or parties to the Conditions of Sale or to any contract that the Company has entered into with the Debtor.

8.4 Should the customer enter administration owing M12 Solutions and M12 had provided the phone system to the customer. Then the customer irrevocably allows the phone system's title to be passed to M12 Solutions to set its value against money owed to M12 Solutions Ltd.

9. TERMINATION

9.1 Without prejudice to the rights of the parties under this Contract, either party may terminate this Contract forthwith in the event that:

- Either party is in default in its performance or observance of any of its obligations under this Contract or any other agreement between the parties and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so; or
A receiver is appointed in respect of any of The customers assets or a resolution or a petition to wind up is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle a Court or a creditor to appoint a receiver, an administrative receiver or an administrator, or to present a winding up petition or obtain a winding up order.

9.2 Without prejudice to its other rights, M12 Solutions shall have the right to suspend services or terminate this Contract forthwith in the event that:-

9.2.1 The Customer fails to make any payment when it becomes due;

9.3 If the Agreement is terminated by either party for any reason, then all sums due under this Contract shall become immediately due and payable by the Customer, for services provided and M12's termination figure (see 13.2)

9.4 In the event of termination of this Contract by either party for any reason, including if the Customer fails to give notice of termination in writing, (in Writing requires a letter written by an authorised representative to be sent by post on the company's letter headed paper, recorded post is advised.)

9.5 Termination notice provided should clearly state the site and services being terminated. If M12 Solutions terminate services against customers instructions and some services remain connected (i.e. not included in the notice agreement) and used then those services will be deemed to have rolled over into another contract period.

9.6 If the customer's new provider fails to reconnect M12's provided services then after 28 days of no movement (after the expected termination date). M12 will continue to provide services as if services had rolled over to a new term.

9.7 In the event that M12 Solutions enters administration and the administrator reallocates the provision of services to a competent alternative reseller. Then if the customer is charged the same rates as within the contract with M12 Solutions then the terms of the M12 contract will continue to apply, including the minimum period. This assumes the customer did not terminate in line with 9.1. above and continued to accept services and associated continuity of service.

9.8 In the event that the administrator fails to reallocate the services, the Wholesale provider may assign the contracts and the account management to its nominated reseller, without recourse to the customer. (Again assuming that the customer did not choose to terminate in line with 9.1 and accepted continuity of service provision)

10. SUSPENSION OF SERVICE



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10.1 Notwithstanding conditions 6.2 and 9 above, M12 Solutions may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:-

10.2 The Customer is in breach of any term of this Contract.

10.3 The Customer delays necessary or pre-arranged maintenance or prevents it from being carried out; or

10.4 The Customer is suspected, in M12 Solution's reasonable opinion, or involvement with fraud or attempted fraud in connection with the use of the Service of this Contract.

10.5 The Customer's credit limit is exceeded associated with other services provided by M12 Solutions as well as network services.

10.6 The customer breaks promises regarding payment dates to M12 Solutions

10.7 Suspension may mean partial to total suspension of services.

11. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

11.1 All intellectual property rights subsisting in any provided telephone numbers shall remain the property of M12 Solutions or its licensor. M12 Solutions grants to the Customer a non-exclusive and non-transferable licence to use numbers provided that at the termination of this Contract any extra Intellectual Property which may have accrued in the numbers (which shall include any goodwill) shall be deemed to be assigned to M12 Solutions or its licensor

11.2 All intellectual property rights subsisting in the Equipment (including any software which forms or is part of the Equipment) provided by M12 Solutions shall remain the property of M12 Solutions or its licensor. M12 Solutions grants to the Customer a non-exclusive and non-transferable licence to use the software in or which forms or is part of the Equipment solely for the operation of the Equipment pursuant to this contract

11.3 M12 Solutions does not warrant that any software supplied to it forming the Equipment or part thereof, will be free from defects.

11.4 M12 Solutions shall treat the customers call data as confidential information and M12 shall comply with the Data Protection Act.

11.5 M12 Shall comply with Ofcom regulations associated with its provision of wholesale services.

11.6 Copyright in all documents and information supplied to the Customer under this Contract shall remain vested in M12 Solutions or the copyright owner.

11.7 All documents, drawings and information supplied by M12 Solutions are confidential and cannot be copied, disclosed or used except for the purpose for which they are supplied, without the prior written consent of M12 Solutions. The Customer shall ensure that its employees comply with the obligations of this clause 11.7

11.8 Agreed call rates and these contract terms will not be revealed to M12's competitors without M12 Solutions prior permission. Discovery of such breaches may lead to rate adjustments in line with 13.5 being applied to billing.

12. GENERAL

12.1 This Contract and all rights, benefits and obligations under it may be assigned in whole, or in part, by M12 Solutions without reference to the Customer.

12.2 This Contract with its rights, benefits and obligations under it may not be assigned in whole, or in part, by the Customer without the prior written consent of M12 Solutions, which would not be unreasonably withheld.

12.3 This Contract represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and representations, whether written or oral and unless otherwise stated in this Contract,

12.4 Failure by either party to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion

12.5 Neither party shall be held to be in breach of its obligations under the Agreement save for obligations to make payments under the Agreement, nor liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the parties including but not limited to any act of God including weather failure, shortage of power supplies, flood, drought, lightning, fire, lock-out, trade dispute or labour disturbance.

12.6 Any notice, invoice or other document to be given under this Contract may be given by either party only by posting, couriering sending by facsimile transmission or via e-mail to the other party at the address notified by such other party as the address to which notices, invoices and other documents may be sent. See 9.4 regarding termination notice requirements.

12.7 M12 Solutions Terms and Conditions of the provision of services may change from time to time. Customers will be provided with updated terms or information relating to their on-line source and they will be considered binding upon receipt of them being read or e-mail read receipt being provided for communications relating to adjustment of terms. The client has the opportunity to assert that their original terms should remain and this should be confirmed to M12 Solutions in writing within 14 days of the new terms being read. The originally agreed minimum term will always apply unless new services are provided as set out in 2.5



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12.8 This Contract shall be governed by and construed and interpreted in M12 Solutions accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

12.9 Conditions 5, 6, 9, 10.1.3, 12 and 13 shall survive termination or expiry of this Contract

12.10 Any provisions of this Contract which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of this Contract which shall continue unaffected.

13. NETWORK SERVICES

13.1 Network Services shall be one or more of the Telecoms services provided by M12 Solutions from time to time, including but not limited to CPS, LCR, Provision of ISDN and Analogue Lines, Provision of Internet Access Services including ADSL, Hosted services and Leased Lines, also routing of non-geographic numbers, network based call recording, the following shall apply: -

13.2 If the Customer terminates this Contract whilst "in contract" even if the contract has rolled over for another year, any Call Charges, Rental Charges or other Charges which would have otherwise been payable to the end of the next year shall become immediately due and payable. For the avoidance of doubt, the average monthly call and other charges of the previous 3 months of full use will determine the monthly and weekly call commitment for the subsequent period.

13.3 The customer is contracting to M12 Solutions for the exclusive routing of telephone call traffic for the site or sites determined in this agreement. If the customer employs a competitor to M12 Solutions for the provision of call services then this shall be considered a breach and M12 Solutions would seek to remedy this or termination in line with clause 9.3

13.4 Unless otherwise specified M12 can change its wholesale provider of services without reference to the customer. M12 will provide a "no-worse" service.

13.5 The Customer acknowledges that any telephone number used by the Customer as part of the Service does not belong to the Customer and no rights shall be acquired by use of it, nor any attempt made to apply for registration of the same as a trade or service mark by the Customer.

13.6 Unless otherwise specified within the M12 Solutions Proposal or Schedule, all Local and National and International Calls will attract a 2p Call Set-Up and Mobile, 5p Set Up.

13.7 Unless otherwise specified, line rentals and call charges after the customer has given notice to terminate will have line rentals at M12's non discounted rate and will attract call set up in line with 13.6 above.

13.8 Telephone call services may be provided over ISDN or LLU lines provided for M12 Solutions by Openreach via M12's wholesale provider. Migration away from BT's provision of exchange line services shall be an integral component of M12 Solutions billing solution. In the case of LLU not being available, then it may be undertaken as a subsequent phase.

13.9 If M12 Solutions provide SIP Trunk services to the Customer. M12 does not warrant Quality of Service (QOS) unless it provides a managed service router.

13.10 The customer accepts there may be downtime during the migration of lines

13.11 Any minimum call spend agreed with the customer which is not met within the minimum period will mean that the minimum period rolls over for another year.

13.12 If the customer wishes to terminate and has not met the minimum call spend agreed, then the balance between what was committed and what was spent will become immediately due.

13.13 M12 Solutions shall be entitled, for operational or technical reasons or in order to comply with any numbering scheme or other obligation by any competent authority, to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer, provided that M12 Solutions gives the Customer the maximum period of notice in writing practicable in the circumstances

13.14 M12 provides call data records on line as a value added service. There are no guarantees associated with accuracy or up time of any on line service provided.

13.14 If any other M12 provided services are in dispute, individual elements of this agreement will be considered to stand apart.

13.15 Any agreed variations to these terms will require a signed deed of variation which refers to any terms amended, renegotiated, clarified or deleted by agreement. This is required to be signed by both authorised parties.

These conditions are available electronically and in larger font size upon request.