



## Primus Saver - Terms and Conditions

**1. Service** – In this Agreement “Service” means Primus Saver which is the Primus Telecommunications Ltd brand name for “Carrier Pre-Select” as defined by the UK Telecommunication industry. Primus Saver is a division of Primus Telecommunications Limited whose registered address office is at 207 Old Street, London, EC1V 9NR.

1.1 “BT” means British Telecommunications Plc, “Carrier Pre-Selection” or “CPS Service” or “Primus Saver” means the carrier pre-selection service as Primus Telecommunications Ltd may agree to provide to the Customer.

1.2 The order is completed and accepted by Primus Telecommunications Ltd, the Customer is sent a welcome e-mail to the e-mail address supplied by the Customer. Primus Saver Customers must send their enquiries to Primus Telecommunications Ltd at [savers@primustel.co.uk](mailto:savers@primustel.co.uk). If the Customer’s order is made over the telephone then consent to the provisioning of the order for Primus is recorded on an audio tape for audit purposes. The Customer’s order is sent electronically to BT. Primus Telecommunications Ltd will send a written confirmation to the Customer confirming their request. The Customer will also receive a letter from BT confirming this request. The Customer may cancel the Service within 14 days of their order. If the Customer wishes to cancel during this time, the Customer is required to notify Primus Telecommunications Ltd by sending an e-mail to BT in writing [savers@primustel.co.uk](mailto:savers@primustel.co.uk). The above right to withdraw cannot be exercised after 14 days.

1.3 Either Primus Telecommunications Ltd or the Customer may terminate the Service by giving 30 days written notice to the other.

1.4 The Service is subject to availability and may be withdrawn at any time.

1.5 The Service is only available to Customers who have an existing BT telephone line. The Customer accepts that by receiving the Service, certain BT phone services may no longer be available. The Customer warrants that the information provided by the Customer in respect of the Service is true and accurate.

1.6 Primus Saver excludes non-geographic, premium and internet calls. These are charged at our standard rates which can be seen at [www.planet-talk.co.uk](http://www.planet-talk.co.uk).

1.7 Primus Saver is not available to business users and Primus Telecommunications Ltd has the absolute right to withdraw such service from those using the Primus Saver for business purposes or from those call usage patterns that indicate use of the line for business purposes. Call package options for List of Primus Saver All calls plan options can be found on the website [www.primussaver.co.uk](http://www.primussaver.co.uk).

1.8 The Customer acknowledges that Primus Saver is for residential use only and the Customer will not supply or resell or otherwise make the Primus Saver available to any person on a commercial or any other basis.

1.9 Primus Telecommunications Ltd will bill the Customer for the Primus Saver in accordance with the relevant terms, tariffs, rules and charges applying at the time that the Primus Saver service is used. For the avoidance of doubt Primus Saver is only available to residential customers only.

1.10 If, at any time the Customer’s usage of Primus Saver does not accord with that reasonably expected of a residential customer, the customer will:

1.10.1 no longer be considered a residential customer.

1.10.2 will have their access to the Primus Saver service suspended in accordance with the terms of this Contract and be charged and billed in accordance with our then applicable standard tariff to the extent the Customer’s usage of the Primus Saver service exceeds that reasonably expected of a residential customer.

1.10.3 Primus Telecommunications Ltd will inform the Customer before it starts charging the Customer in accordance with our then applicable standard tariff.

**2. Duration** - This Agreement shall come into full force and effect from the date of acceptance by Primus and subject to earlier termination in accordance with the terms and conditions of this Agreement, will continue for a minimum initial term of twelve (12) consecutive months, including the month in which acceptance occurs (the “Initial Term”). After this Initial Term, this Agreement shall renew automatically on a 12 month basis, subject to earlier termination in accordance with terms and conditions of this Agreement. The Agreement may be terminated by either party on prior written notice only in accordance with the terms of this Agreement.

### 3. Payment

3.1 The prices for the Service shall be as stated in [www.primussaver.co.uk](http://www.primussaver.co.uk) or Primus Saver tariff sheets as current from time to time. All prices are inclusive of VAT. Although Primus Telecommunications Ltd will endeavour to give not less than fourteen days' prior written notice to the Customer of any changes in prices, in the event of a change in rates without prior notification, the Customer will subsequently be informed of such change within thirty days. Rates displayed in advertisements promotional literature tariff sheets and elsewhere are shown in pence per minute. All sums due to Primus Telecommunications Ltd under this Agreement shall be paid in full by the Customer without any set-off or counterclaim whatsoever except as required by law.

3.2 The Customer shall be invoiced monthly by Primus Telecommunications Ltd for all charges under this Agreement incurred in the preceding month unless Primus Telecommunications Ltd, at its discretion, chooses to invoice the Customer quarterly. Post -Paid calls are charged per second. Payment is due within 14 days of the date of the invoice. If the Customer has previously made late payment of invoices Primus Telecommunications Ltd may require payment to be made in advance without any applicable discounts. Customers must pay by direct debit from their bank or automatic payment from their credit card on the last day of each month. If the Customer seeks to pay by any method other than direct debit or automatic payment from their credit card acceptance is at the absolute discretion of Primus Telecommunications Ltd who may charge an additional administrative fee of £5 or such other amount as may be notified in respect of each such payment made which is not by direct debit or automatic payment from their credit card. Customers who pay by direct debit shall save £5 off their monthly bill. The time of payment for all sums due to Primus Telecommunications Ltd under this Agreement shall be of the essence of the Agreement. The Customer is liable for all charges arising out of the use of the Services whether such use is authorised by the Customer or not.

3.3 Primus Telecommunications Ltd reserves the right to charge interest on all outstanding amounts owed to Primus Telecommunications Ltd and not paid in accordance with this Agreement. Until payment in full is received by Primus Telecommunications Ltd interest shall be charged at the rate of 4% above Barclays Bank PLC's base rate for the time being per month. Interest shall accrue notwithstanding termination of this Agreement for whatever reason. The Customer shall also pay all legal fees on a full indemnity basis and other costs of collection of overdue amounts, if any.

3.4 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by Primus Telecommunications Ltd and not by reference to data recorded or logged by the Customer.

4. E-billing - The following additional provisions will apply with respect to Customers who receive the e-billing service. This service is a simple and secure way to view and pay for all the Primus Telecommunications Ltd services using the Internet.

4.1 The Customer's bills are available for access may elect to access bills online through the Primus Saver's secure website at [www.primussaver.co.uk](http://www.primussaver.co.uk). The website is accessed by way of account number (provided on sign-up to e-billing) and password. e-billing is only available to Customers with a current valid email account who pay by direct debit or credit card and continue to do so.

4.2 The Customer will be advised by e-mail each time a new bill is available for viewing. The Customer is responsible for ensuring the e-mail address provided to Primus Telecommunications Ltd is valid and current at all times. The Customer is responsible for accessing each bill via the web interface. Each bill will be available to be accessed via the web site for 6 months. The Customer may print or download bills from the website for the Customer's personal use.

4.3 Primus Telecommunications Ltd reserves the right to charge the Customer a reasonable amount if:

4.3.1 the Customer has elected e-billing and subsequently requests a paper bill;

4.3.2 Primus Telecommunications Ltd is required to send a paper bill as a result of failure of the automated payment method or failure of the Customer to update the email address provided; or

4.3.3 the Customer requests paper billing as their default billing method.

4.4 Primus Telecommunications Ltd may at any time withdraw the e-billing service by notice in writing to the Customer and the Customer will be returned to paper billing.

4.5 Except as expressly stated in this clause, provision of e-billing does not otherwise affect the application of these terms and conditions.

4.6 E-billing is only guaranteed to work on windows operating systems running internet explorer 5.5 and above.

### 5. Use of Service

5.1 The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by Primus Telecommunications Ltd from time to time.

5.2 The Customer undertakes not to use the Service:

5.2.1 as a means of communication for a purpose other than that for which the Service is provided or as may be set out from time to time in Primus Telecommunications Ltd's Service literature; or

5.2.2 for the transmission of any material which is or is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or

5.2.3 in a manner which constitutes a violation or infringement of the rights of any other party.

5.3 The Customer shall indemnify Primus Telecommunications Ltd against all liabilities, claims, damages, losses and expenses arising from or in any way connected with any use prescribed in this Condition.

5.4 The Customer is responsible for keeping Primus Telecommunications Ltd updated of any change in personal information held by Primus Telecommunications Ltd.

## 6. Promotions

6.1 Primus Telecommunications Ltd may from time to time advise the Customer of details of promotions. Such promotions may make available to the Customer discounted rates and/or preferential terms and/or special offers applicable to the Service.

6.2 Any such promotion will be available subject to such terms and conditions as Primus Telecommunications Ltd notify to the Customer in writing.

6.3 Primus Telecommunications Ltd may offer any promotion selectively and at its complete discretion.

6.4 Primus Telecommunications Ltd may withdraw or alter any promotion if it wishes on giving reasonable notice if appropriate.

## 7. Privacy Policy

7.1 In the case of any Customer who is an individual about whom Primus Telecommunications Ltd processes personal data (as defined in the Data Protection Act 1998), the following shall apply:

7.1.1 Primus Telecommunications Ltd may process such personal data for the purposes of administering the relationship with the Customer and, as part of its use of such data, may transfer that data to other Primus Telecommunications Ltd affiliates in jurisdictions outside the UK which do not provide the same level of protection for personal data as exists in the UK.

7.1.2 Primus Telecommunications Ltd may also, from time to time, use such personal data to provide the Customer, whether by telephone or facsimile or electronic mail or other means of communication, with details of promotions, products and services of Primus Telecommunications Ltd may be of interest to the Customer.

7.1.3 Primus Telecommunications Ltd may use credit scoring or carry out a credit check when considering the Customer's application and also when operating account(s) or making credit decisions or otherwise providing the Service.

7.1.4 In the same circumstances, Primus Telecommunications Ltd may search the files of credit reference agencies, who may keep a record of the search and the Customer authorises Primus Telecommunications Ltd to do so.

7.1.5 Information about the Customer's debts owed to Primus Telecommunications Ltd may be disclosed to credit reference agencies where: the Customer has fallen behind with its payments; the amount owed is not in dispute; the Customer has not made proposals satisfactory to Primus Telecommunications Ltd for repayment of its debt following formal demand; and the Customer has been given at least 28 days' notice of its intention to disclose.

7.1.6 Primus Telecommunications Ltd may process customer information with the Service for the prevention or detection of fraud, and to deal with customer enquiries.

7.1.7 If the Primus Telecommunications Ltd account is a joint account held by two or more persons, Primus Telecommunications Ltd may share information about the Customer and the conduct of the joint Primus Telecommunications Ltd account with the other person(s). Primus Telecommunications Ltd may share information about the Customer and the conduct of the Primus Telecommunications Ltd account with any person to whom Primus Telecommunications Ltd transfers its rights or obligations under this Agreement.

7.1.8 Primus Telecommunications Ltd may share Customer's personal information with other companies. For example, Primus Telecommunications Ltd may use specialist companies to conduct market research on its behalf to see how Primus Telecommunications Ltd can improve the services it offers. However, those companies can only process this information according to the instructions Primus Telecommunications Ltd gives them.

7.2 By entering into this Agreement, the Customer expressly agrees to the use of personal data for the purposes described in sub-clauses 7.1.1 to 7.1.8.

7.3 To help improve Primus Telecommunications Ltd's service and in the interests of security it may monitor and/or record the Customer's telephone calls with it.

8. Provision of Information -The Customer undertakes promptly to provide Primus Telecommunications Ltd free of charge with all information and co-operation that Primus Telecommunications Ltd may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

## 9. Liability

9.1 Nothing in this Agreement shall exclude or restrict Primus Telecommunications Ltd liability for death or personal injury resulting from the negligence of Primus Telecommunications Ltd or its employees while acting in the course of their employment.

9.2 Subject to Condition 9.3 Primus Telecommunications Ltd shall be liable for damage to the property of the Customer caused by any negligent act or omission of Primus Telecommunications Ltd or its employees provided that such liability of Primus Telecommunications Ltd in contract, tort or otherwise, including negligence, howsoever arising out of or in connection with the performance of Primus Telecommunications Ltd's obligations under this Agreement shall be limited to £20,000 for any one incident or £50,000 for any series of incidents arising from a common cause in any twelve month period.

9.3 Primus Telecommunications Ltd shall not be liable to the Customer in contract, tort or otherwise, including negligence, for any corruption or destruction of data, loss of revenue, business, goodwill, anticipated savings, profit or for any financial loss whatsoever or for any indirect or consequential loss howsoever arising even if advised of the possibility of such loss or damage arising.

9.4 In the event that Primus Telecommunications Ltd fails, for any reason, to provide the Service, Primus Telecommunications Ltd shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert their telephone calls to another carrier.

9.5 The provisions of this Condition 9 shall continue to apply notwithstanding termination of this Agreement.

9.6 The Customer shall be liable for all charges and fees arising from use of the Services whether authorised or unauthorised unless such unauthorised use is wholly attributable to an act or omission of Primus Telecommunications Ltd

9.7 Primus Telecommunications Ltd shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension made save where the suspension made is solely and directly attributable to the negligence of Primus Telecommunications Ltd.

## 10. Availability

10.1 Primus Telecommunications Ltd will use all reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the standards for the time being relating to the Service set out in Primus Telecommunications Ltd's Service literature.

10.2 Primus Telecommunications Ltd shall use all reasonable endeavours to correct as soon as is reasonably practicable any fault notified by the Customer.

10.3 A fault shall be deemed to have commenced upon its notification to Primus Telecommunications Ltd.

10.4 A fault shall not be deemed to have occurred where such fault is attributable to the act or omission of the Customer, Force Majeure Events, Service suspensions or the failure or malfunction of Customer Equipment.

10.5 The Customer shall pay all reasonable costs incurred by Primus Telecommunications Ltd in investigating and remedying any fault which is attributable to:

- (i) the negligence, act, omission, breach, or fault of the Customer, or
- (ii) the failure or malfunction of Customer Equipment.

## 11. Termination

11.1 Without prejudice to their rights under this Agreement Primus Telecommunications Ltd and the Customer shall have the right to terminate this Agreement forthwith in the event that:

11.1.1 The other party is in default in its performance or observance of any of its obligations under this Agreement 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;

11.1.2 An interim order is applied for or made or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the other party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or

11.1.3 either party serves not less than 30 days written notice of termination upon the other.

11.2 Without prejudice to its other rights, Primus Telecommunications Ltd may disconnect , suspend the Service, and or terminate this Agreement by notice in writing to the Customer in the event that:

11.2.1 The Customer fails to make any payment when it becomes due to Primus Telecommunications Ltd; or

11.2.2 if Primus Telecommunications Ltd ceases to adhere to General Conditions.

11.2.3 the Customer does not use the Service for 6 consecutive months.

11.2.4 In the event of termination by Primus Telecommunications Ltd under Conditions 11.1.1, 11.1.2, 11.1.3, 11.2.1

11.2.5 Primus Telecommunications Ltd is obliged to comply with an order instruction or request of government, an emergency service organisation or other competent authority.

11.2.6 The Customer is suspected, in Primus Telecommunications Ltd's reasonable opinion, of involvement with fraud or attempted fraud or acts which are defamatory, offensive, blasphemous, abusive, obscene or menacing character in connection with use of the Service.

11.2.7 Primus Telecommunications Ltd needs to carry out emergency works to the Service or its network

11.3 Primus Telecommunications Ltd shall be entitled to recover from the Customer all costs, losses and expenses incurred by Primus Telecommunications Ltd, including but not limited to the cost of removing provision of the Service from the Customer's premises.

12. Assignment - This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of Primus Telecommunications Ltd such consent not to be unreasonably withheld. Primus Telecommunications Ltd may assign this Agreement at any time.

13. Third parties - The rights and obligations set out in this Agreement shall be solely for the benefit of, and shall be enforceable only, by the parties hereto and their respective successors and permitted assigns. A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties Act 1999) to enforce any terms or conditions of this Agreement, but this does not affect any right of a third party which exists or is available apart from that Act.

14. Ownership Rights - The ownership rights relating to the Service(s) including all patents, trademarks, copyright and rights of like nature in any material supplied under this Agreement or relating to the Service shall remain the sole property of Primus Telecommunications Ltd, and without limitation to the forgoing, the Customer shall not be entitled to use the name, trademarks, trade names or other proprietary identifying mark or symbols of Primus Telecommunications Ltd without Primus Telecommunications Ltd's prior written consent.

15. Force Majeure - Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.

16. No Waiver - Failure or delay by either party to exercise or enforce any right conferred by this Agreement 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.

17. Notices

17.1. Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at or sent by post or facsimile transmission (confirming the same by post) to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

17.2 Primus Telecommunications Ltd's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by Primus Telecommunications Ltd for that purpose.

17.3 The Customer may give notice of a material defect fault or impairment in the Service which causes an interruption in the provision of the Service ('a Fault') to Primus Telecommunications Ltd by sending an email to savers@primustel.co.uk or telephone on the number notified to the Customer from time to time, which notice shall be deemed to be given upon the allocation by Primus Telecommunications Ltd to the Customer of a fault report number.

18. Disputes

18.1 If the Customer wishes to dispute any invoice or part of an invoice falling due in accordance with Condition 3 the Customer shall, within thirty (30) days after receipt of the invoice, deliver a notice in writing to Primus Telecommunications Ltd setting out the nature of his dispute, otherwise the invoice is deemed accepted. Such notice shall in particular contain the following information: date and number of disputed invoice, amount in dispute, reason for dispute and any supporting documentation as appropriate.

18.2 All claims for un-connected call credits must be made within 30 days after receipt of the relevant invoice or. Customer shall not be entitled to un-connected call credit if such credit is less than £5.00.

18.3 The parties shall use all reasonable endeavours to resolve payment disputes pursuant to Condition 21 as promptly as is reasonably practicable. For the avoidance of doubt, nothing in this Condition 21 shall in any way release the Customer from any of his obligations to pay invoices in accordance with Condition 3 of this Agreement.

18.4 New Terms and Conditions Primus Telecommunications Ltd reserves the right to make changes to these terms and conditions from time to time. New versions of the Primus Telecommunications Ltd terms and conditions will be displayed

on the Primus Telecommunications Ltd web site at [www.planet-talk.co.uk](http://www.planet-talk.co.uk) and can be requested by writing to or phoning our Customer Service Department.

#### 19. Entire Agreement

19.1 This Agreement is the entire agreement between Primus Telecommunications Ltd and the Customer in relation to the subject matter contained in it.

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

20. Governing Law - This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English Courts.

21. Contact Information - If you have any questions regarding these terms of use or other aspects of the Service, please contact [savers@primustel.co.uk](mailto:savers@primustel.co.uk).