



PRIMARYTECH

TERMS & CONDITIONS

INTERNET & TELECOMS

EFFECTIVE DATE

August 2026

SUPPLIER

- (1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Studio 210, Monocle, 184 Ferensway, Hull, HU1 3UT (**Supplier**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply.

Definitions:

Agreement: the terms and conditions of this Internet and Telecoms services document, together with the Quote, the Contract Summary, and the Schedules.

Carrier: any third-party network operator or communications provider whose network, infrastructure, or wholesale services are used by the Supplier to provide the Services.

Commencement Date: the date the Service first becomes active.

Contract Summary: The contract summary and contract information provided to the Customer before the Customer is bound, in accordance with condition 3.4.

Customer Contacts: the individual(s) named in the Quote as the Customer's principal points of contact, who the Customer confirms are duly authorised to act on its behalf.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Location: the place or places where the Services are to be delivered.

Minimum Term: the minimum contractual term for a Service, as specified for that Service in Schedule 1 and the Quote, subject to condition 9.2.

Normal Service Hours: the service hours specified in Schedule 1.

Numbers: any telephone numbers allocated, ported in, or otherwise made available to the Customer in connection with the Services.

Relevant Customer: a Customer who is a consumer, a microenterprise or small enterprise (a business with no more than ten, or no more than fifty, individuals working for it, respectively), or a not-for-profit organisation (including maintained schools, academies, and academy trusts), in each case as defined in and entitled to the protections of Ofcom's General Conditions of Entitlement.

Services: the internet, connectivity, and voice services provided by the Supplier as identified in the Quote and described in Schedule 1.

Service Charge: the charge for the Services.

Supplier Notification Procedure: the methods of accessing support published on the Supplier's website, including telephone, customer portal, and live chat support.

Working Day: as outlined in Schedule 1.

VAT: value-added tax chargeable under English law for the time being, and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the terms and conditions.

- 1.3 A person includes a natural person and a corporate or unincorporated body (whether or not having a separate legal personality).

- 1.4 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.

- 1.7 A reference to a statute, statutory provision, or regulatory condition (including Ofcom's General Conditions of Entitlement) is a reference to it as amended, extended or re-enacted from time to time.

- 1.8 A reference to writing or written includes emails.

- 1.9 References to clauses and Schedules are to the clauses of and Schedules to these terms and conditions, and references to paragraphs are to paragraphs of the relevant Schedule. The Schedules form part of the terms.

- 1.10 The terms and conditions shall be deemed to have commenced on the Commencement Date.

- 1.11 Nothing in this Agreement excludes or restricts any protection or right which a Relevant Customer has under Ofcom's General Conditions of Entitlement or other applicable communications law. If there is any conflict between this Agreement and those protections, the protections prevail.

2. APPLICATION OF CONDITIONS

- 2.1 These conditions shall:

- (a) apply to and be incorporated in the Agreement;
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing, subject always to condition 1.11; and
- (c) apply to all voice and internet Services provided by the Supplier.

- 2.2 If the Customer does not wish to be bound by these conditions, the Customer should not order or accept the performance of the Services.

- 2.3 No addition to, variation of, exclusion or attempted exclusion of any term of these terms and conditions shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. EFFECT OF PURCHASE ORDER AND CONTRACT INFORMATION

- 3.1 The Customer's purchase order or signed order sent to the Supplier constitutes the Customer's offer to purchase the Supplier's Services. Once the Supplier has accepted an order from the Customer for a Service, the Customer

	shall not be entitled to cancel that order other than in accordance with this Agreement.		
3.2	The acknowledgement of the purchase order by the Supplier, or the Supplier's commencement of work in providing the Services or execution of work under the purchase order, shall establish a contract for the supply of those Services and, accordingly, the purchase of the same by the Customer.		(c) provide promptly such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
3.3	The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in its purchase order shall not govern the Agreement.		(d) provide promptly such information as the Supplier may request, and ensure that such information is accurate in all material respects;
3.4	Where the Customer is a Relevant Customer, the Supplier will, before the Customer is bound, provide the Customer with the contract information and Contract Summary required by Ofcom's General Conditions. The Contract Summary forms part of this Agreement and, in the event of any conflict, prevails over these conditions in respect of the matters it covers.		(e) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;
3.5	Where the Customer is a Relevant Customer, the Supplier will send the Customer an end-of-contract notification between 10 and 40 days before the end of the Minimum Term, setting out the options available to the Customer, and will thereafter provide annual best-tariff information.		(f) make prompt payment for the Services provided by the Supplier within 30 days of the invoice date;
4.	SUPPLIER'S OBLIGATIONS		(g) pay for any additional services requested and provided by the Supplier;
4.1	The Supplier shall use reasonable endeavours to provide the Services specified in the Customer's Quote.		(h) ensure the Customer Contacts meet with the Supplier in person or via video call at least three times annually;
4.2	The Supplier shall use reasonable endeavours to meet any performance levels and performance dates agreed with the Customer, but unless expressly agreed otherwise, any such levels or dates are estimates only, and time shall not be of the essence in respect of them.		(i) not use any Service to transmit, store, or receive any content that is unlawful, defamatory, or that infringes the rights of any third party, and not transmit or allow large amounts of data to be transmitted to disrupt the Service, comprise a denial of service attack, or otherwise have a detrimental effect on the Services;
4.3	The Supplier shall appoint the Supplier's Contact, who shall have the authority to contractually bind the Supplier on all matters relating to the Services. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Contact throughout the Agreement, but may replace them from time to time where reasonably necessary in the interests of the Supplier's business.		(j) accept that each Service provides finite bandwidth and that it is the Customer's responsibility to monitor its bandwidth usage;
4.4	The Supplier shall ensure that the Services are performed with reasonable care and skill by persons possessing suitable and appropriate skills and experience.		(k) Provide, at its own cost, safe and timely access to the premises for the Supplier and its Carrier agents for installation, maintenance, and removal of equipment. If the Customer fails to provide access on an agreed date, resulting in a missed appointment, the Customer shall be liable to pay the missed appointment charges specified in Schedule 2; and
4.5	The Supplier shall have no obligation to perform any service not expressly agreed upon.		(l) be responsible for the care and maintenance of all equipment required to operate any Service; any damage to, or loss of, any such equipment shall be the exclusive responsibility of the Customer.
4.6	Service Speed and Performance. The Customer acknowledges that any stated speeds for Internet Services are headline rates and are not guaranteed. Actual speeds may vary depending on factors beyond the Supplier's control, including, but not limited to, the quality of the line, distance from the exchange, network congestion on the Carrier's network, and the Customer's internal network configuration. The Supplier makes no warranty or representation as to the speed, performance, or availability of the Services, other than any specific service levels offered by the underlying Carrier or expressly set out in the Quote or Contract Summary.	5.2	If the Supplier's performance of its obligations is prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay the Supplier all reasonable costs, charges incurred or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit, loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere). The Supplier will confirm all such costs, charges, and losses with the Customer in writing.
5.	CUSTOMER'S OBLIGATIONS	5.3	Non-Solicitation and Non-Engagement. The Customer agrees that, during this Agreement and for a period of twelve (12) months after its termination, it shall not, directly or indirectly:
5.1	The Customer shall:		(a) solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier involved in the provision of the Services; or
	(a) provide the Supplier with full access to all matters relating to the Services;		(b) engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are the same as or substantially similar to those provided by the Supplier under this Agreement.
	(b) Cooperate with the Supplier in all matters relating to the Services and appoint the Customer Contacts, who shall have the authority to bind the Customer on matters relating to the Services contractually;	5.4	The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches condition 5.3. Accordingly, the Customer agrees that, in the event of any such breach, it shall pay to the Supplier, as liquidated damages, a sum equal to

- 100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged. The parties agree that this sum is proportionate to the Supplier's legitimate interest in protecting its investment in the recruitment, training, and retention of its staff, and reflects the costs of recruitment, backfill, and business disruption the Supplier would incur. The Customer warrants that it has taken, or has been allowed to take, independent legal advice on this clause.
- 5.5 The Customer shall immediately and in writing inform the Supplier of any change in the identity of the Customer Contacts at any time during the Agreement. The Supplier shall not be liable for any default to the extent that the Customer has failed to notify the Supplier, in writing, of any change in the Customer Contacts.
- 6. MAINTENANCE AND CHANGES TO THE SERVICES**
- 6.1 The Supplier may change Service descriptions from time to time to reflect changes made by the relevant Carrier or improvements to the Services, subject to condition 8 where the change is not exclusively to the Customer's benefit.
- 6.2 The Supplier may suspend the availability of any Service to perform maintenance or other updates, giving the Customer reasonable notice where practicable. In an emergency, the Supplier may suspend availability without notice.
- 6.3 The Supplier shall not be liable for any unavailability of any Service during any such period.
- 7. CHARGES AND PAYMENT**
- 7.1 Where additional services are provided:
- (a) The charges payable shall be calculated by reference to the hourly charges listed in Schedule 2, as amended from time to time;
 - (b) charges are subject to a 12-month review by the Supplier, with the latest charges listed in the newest version of the terms and conditions document;
 - (c) The Supplier's standard daily fee rates are calculated based on an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
 - (d) The Supplier shall be entitled to charge an overtime rate of an additional 50% of the standard rate for part days and for time worked by team members outside Normal Service Hours;
 - (e) The Supplier shall ensure that all team members complete timesheets recording time spent on such services, and shall use such timesheets to calculate the charges; and
 - (f) The Supplier shall invoice the Customer in advance for its charges for time, expenses and materials (together with VAT where appropriate) as outlined in Schedule 2.
- 7.2 Where the Services are provided for a fixed price, the total cost shall be set out in the relevant Quote and paid in advance periodically. All amounts due under this Agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.3 Any fixed price excludes, at the discretion of the Supplier: (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the Services, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier, which shall be invoiced by the Supplier at cost; and (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.4 Unless otherwise agreed, the Customer shall pay all invoices via the Supplier's direct debit system. Each invoice submitted by the Supplier must be paid in full and in cleared funds within 30 days of receipt.
- 7.5 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may: (a) charge interest on such sums from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; (b) suspend all Services until payment has been made in full; and (c) immediately invoice for all sums payable to the Supplier under the Agreement.
- 7.6 Time for payment by the Customer shall be of the essence.
- 7.7 All payments payable to the Supplier under the Agreement shall become due immediately on termination of the Agreement, despite any other provision. This condition is without prejudice to any right to claim interest under the law or under the Agreement.
- 7.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 7.9 It shall be the sole responsibility of the Customer to monitor and manage its usage of the Services at all times. Any additional charges arising from Service overuse, additional call charges, or Service misuse shall be passed on to the Customer at the rates set out in the Quote or the Supplier's published tariff.
- 7.10 Where payment for Services is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.
- 7.11 Liability for Charges. The Customer is responsible for and shall pay all charges for the use of the Services, including any charges arising from fraudulent use or unauthorised access by a third party. It is the Customer's sole responsibility to secure its own network, hardware (including any PBX or telephone system), and access credentials. The Supplier shall have no liability for any charges incurred as a result of such fraudulent or unauthorised use, except to the extent caused by the Supplier's own negligence.
- 7.12 Excess Construction Charges. The provision of certain Services, particularly new fibre optic circuits, may be subject to a site survey by the Carrier. If the Carrier determines that additional charges are required to complete the installation ("Excess Construction Charges" or "ECCs"), the Supplier will notify the Customer in writing of these charges. The Customer may either accept the ECCs and proceed with the order, or cancel the order for that specific Service without penalty, provided it does so in writing within five (5) working days of notification. If the Customer does not cancel within this period, it shall be deemed to have accepted the ECCs, which will be added to the Customer's invoice.
- 8. PRICE CHANGES AND CONTRACT MODIFICATIONS**
- 8.1 Recurring Service Charges are fixed for the Minimum Term, except for: (a) any price increases that are set out clearly and prominently, in pounds and pence, in the Quote or Contract Summary at the point of sale, including the date(s) on which they take effect; and (b) changes to usage-based charges (such as call charges

	outside any inclusive allowance) in accordance with condition 8.2.	11.1	All Numbers are allocated by Ofcom and are made available to the Customer for use with the Services. The Customer does not acquire ownership of any Number, but has the rights to use and to port Numbers conferred by applicable communications law.
8.2	The Supplier may vary usage-based charges and out-of-allowance rates on not less than thirty (30) days' written notice, by reference to its published tariff.	11.2	The Customer may port its Numbers to another communications provider on request. The Supplier will cooperate with the Customer and the gaining provider in good faith to complete any port promptly and in accordance with Ofcom's General Conditions, and will not withhold or delay porting based on any dispute over charges (without prejudice to the Supplier's right to recover sums due).
8.3	After the Minimum Term, the Supplier may vary the Service Charges on not less than thirty (30) days' written notice.	11.3	Any charges for porting shall be cost-based and in accordance with applicable regulations.
8.4	If the Supplier proposes any change to this Agreement or the Services that is not exclusively to the Customer's benefit (other than a change under condition 8.1(a) or a change required by law or regulation), the Supplier will give the Customer not less than thirty (30) days' written notice. The Customer may terminate the affected Service without paying any Early Termination Charge by giving written notice to the Supplier before the change takes effect.	11.4	The Supplier may withdraw or change a Number as required by Ofcom, a Carrier, or applicable law, and will give the Customer as much notice as is reasonably practicable.
8.5	Where a change in law, regulation, or a determination of Ofcom requires a change to this Agreement or the Services, the Supplier may make that change on written notice, and will give as much notice as is reasonably practicable.	11.5	On termination of a voice Service, the Customer may port its Numbers out in accordance with this condition. Numbers not ported within a reasonable period following termination may be returned to the Carrier or the numbering pool.
9.	DURATION AND RENEWAL	12.	SWITCHING
9.1	This Agreement shall commence on the Commencement Date. Each Service shall continue for its Minimum Term as set out in Schedule 1 and the Quote.	12.1	The Supplier will comply with the switching processes required by Ofcom's General Conditions and will cooperate in good faith with any gaining or losing provider to enable the Customer to switch provider with minimal disruption and loss of service.
9.2	Where the Customer is a Relevant Customer: (a) the Minimum Term for any Service shall not exceed twenty-four (24) months, regardless of any longer term stated in Schedule 1; and (b) the Supplier will make available an option with a Minimum Term of no more than twelve (12) months.	12.2	Switching away from the Supplier does not relieve the Customer of its obligation to pay charges accrued up to the date of transfer, or any Early Termination Charge properly due under condition 19.
9.3	At the end of the Minimum Term, unless a valid notice to terminate has been served in accordance with condition 18, each Service shall continue: (a) for a Relevant Customer, on a rolling thirty (30) day basis, terminable by either party on thirty (30) days' written notice; and (b) for any other Customer, on a rolling twelve (12) month basis, subject to the notice provisions in condition 18. No Service shall automatically renew into a further fixed commitment period without the Customer's express agreement.	13.	INTELLECTUAL PROPERTY RIGHTS
10.	EMERGENCY SERVICES AND VoIP LIMITATIONS	13.1	The Supplier shall own all Intellectual Property Rights in materials created by or on behalf of the Supplier. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to the extent necessary to enable the Customer to make reasonable use of the Services as envisaged by the parties. If the Supplier terminates the Agreement under condition 18, this licence will automatically terminate, and the Customer shall immediately cease all use of the Intellectual Property Rights and shall return, or permit the Supplier to remove, all materials embodying them.
10.1	Voice Services include access to the emergency services by dialling 999 or 112.	13.2	The Customer acknowledges that the Customer's use of rights in pre-existing materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.
10.2	The Customer acknowledges that voice Services delivered over broadband (VoIP) are dependent on mains power and a working broadband connection at the Location. In the event of a power cut or broadband failure, VoIP Services (including access to 999/112) may not work. The Customer is responsible for maintaining an alternative means of contacting the emergency services (for example, a mobile telephone) and for informing all users of the Services of this limitation. The Supplier will, where required by Ofcom's rules, discuss protection measures (such as battery backup) with Customers or users who depend on the Service to contact emergency services.	13.3	In the event of termination, the Customer will cooperate fully with the Supplier to enable the prompt removal and retention (by the Supplier) of all materials embodying the Supplier's Intellectual Property Rights from the Customer's systems and equipment at the Location.
10.3	Emergency services location information. The Location's address is registered against the Customer's Numbers for the emergency services database. The Customer must promptly notify the Supplier of any change to the address at which a Number is used, and must not use a Number at any address other than the registered address without notifying the Supplier. The Customer is responsible for the accuracy of this information.	14.	CONFIDENTIALITY AND SUPPLIER'S PROPERTY
11.	NUMBERS AND PORTING	14.1	The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives that are confidential and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products that the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know it to discharge the Customer's obligations to the Supplier, and shall ensure that such employees, agents or

	subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer.		immediately preceding the date on which the claim arose.
14.2	All materials, system configurations, training materials, deliverables, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier. Still, they shall be held by the Customer in safe custody at its own risk, and maintained in reasonable condition by the Customer until returned to the Supplier. They shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.	16.5	Third-Party Carrier and Network Disclaimer. The Customer acknowledges that the Supplier provides the Services using networks and infrastructure owned and operated by Carriers. The Supplier shall not be liable for any failure, delay, or interruption of the Services caused by the acts or omissions of any Carrier. The Customer's sole remedy for any such failure shall be the service credits, if any, that the Supplier can recover from the Carrier on the Customer's behalf. Nothing in this condition limits any right a Relevant Customer has under applicable communications law.
15.	INDEMNITY	17.	EXCEPTIONS
15.1	The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Services to the Customer in accordance with this Agreement infringes that other person's intellectual property rights.	17.1	The Services do not include any service, maintenance, or work necessitated as a result of any cause other than the proper use of the Services in the ordinary course of the Customer's normal business and activities, including, without limitation: (a) failure or fluctuation of power supply, air conditioning, humidity control or other environmental conditions; (b) accident, transportation, neglect, misuse or default of the Customer, its employees, agents, sub-contractors or any third party; (c) any fault in any attachments or associated equipment which do not form part of the Services; (d) act of God, fire, flood, war, act of violence or any other similar occurrence; (e) any attempt by anyone other than the Supplier to adjust, repair or maintain the equipment or Services; or (f) cyber attack or data breach.
16.	LIMITATION OF LIABILITY	17.2	Unless specifically listed in the Service specifications in Schedule 1 or the Quote, the Services do not include: (a) support services (including IT, firewall, and telephone support) other than for the specific Service purchased; (b) assistance with the relocation of any part of the Customer's services; (c) supply of hardware, parts, or any software; (d) any support request arising from accident, neglect, alterations, improper use or misuse; (e) repair or renewal of any consumables, including cables, tapes, inks, paper or other consumable supplies; (f) maintenance or support of any installation of software; (g) electrical or other environmental work; (h) repairs or installation of any wired or wireless network infrastructure; (i) backup of any systems; (j) shipping costs of return-to-base warranties; (k) remedial works for changes made by the Customer or a third party without prior agreement; (l) installation of hardware not purchased through the Supplier; (m) installation, support, maintenance and repair of non-Customer-owned technology;
16.1	The following provisions set out the entire financial liability of the Supplier (including, without limitation, any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of: (a) any breach of the Agreement, howsoever arising; (b) any use made by the Customer of the Services or any part of them; (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including, without limitation, negligence) arising under or in connection with the Agreement; (d) any failure by the Customer to use the Services as recommended by the Supplier; and (e) any failure by the Customer to provide its users with the relevant training to use the systems.		
16.2	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.		
16.3	Nothing in these conditions excludes the liability of the Supplier: (a) for death or personal injury caused by the Supplier's negligence; or (b) for fraud or fraudulent misrepresentation.		
16.4	Subject to condition 16.2 and condition 16.3: (a) the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise, for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract(s); loss of use; loss or corruption of data or information; service outage; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and (b) the Supplier's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall be limited to 100% of the total charges paid or payable by the Customer under this Agreement in the twelve (12) month period		

	(n) project management; or	19.2	The Early Termination Charge shall be: (a) the recurring Service Charges that would have been payable for the affected Service from the date of termination to the end of the Minimum Term, less the costs that the Supplier avoids or reasonably could avoid as a result of the early termination (including Carrier and wholesale charges that the Supplier can cancel) and less a reasonable discount to reflect early receipt; plus (b) any unavoidable third-party Carrier charges committed for the remainder of the Minimum Term, passed on at cost, to the extent not already included in (a); plus (c) any installation, connection, or equipment costs that were discounted or waived in consideration of the Minimum Term, on a pro-rated basis. The Early Termination Charge shall not, in any circumstances, exceed the total charges that would have been payable for the affected Service to the end of the Minimum Term.
	(o) remedial works or advice concerning a cyber attack, security breach or data breach.		
18.	TERMINATION		
18.1	Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if: (a) the other party commits a material breach of any other term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within twenty-one (21) days after being notified in writing to do so; or (b) The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.	19.3	The parties agree that the Early Termination Charge is a proportionate protection of the Supplier's legitimate interest in recovering its committed costs and the recurring revenue on which the Service's pricing was based, and is not a penalty.
18.2	The Supplier may terminate the Agreement if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.	20.	EFFECT OF TERMINATION
18.3	The Customer may terminate a Service at the end of its Minimum Term by serving written notice in accordance with condition 31: (a) for a Relevant Customer, of not less than thirty (30) days; and (b) for any other Customer, before the Service enters the last six (6) months of the Minimum Term or the last three (3) months of any subsequent rolling twelve (12) month period.	20.1	Any termination of the Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement and shall not affect any accrued rights or liabilities of either party, nor the coming into force or continuance in force of any provision of this Agreement which was expressly or by implication intended to come into or continue in force on or after termination.
18.4	After the Minimum Term, a Relevant Customer may terminate a Service at any time on thirty (30) days' written notice in accordance with condition 9.3(a).	20.2	Unless otherwise requested, termination shall take effect at the end of the final day of the Minimum Term or the relevant notice period.
18.5	The Customer may terminate an affected Service without any Early Termination Charge in the circumstances set out in condition 8.4 (contract modifications).	20.3	Upon the termination of this Agreement for whatever reason, the Supplier shall: (a) transfer to the Customer, or to such person as the Customer shall nominate, control of access to the Services by providing details of the relevant access numbers, passwords, codes, and account credentials held by the Supplier on the Customer's behalf, and shall support any porting request in accordance with condition 11; and (b) remove any items belonging to the Supplier from the Location promptly.
18.6	This Agreement shall bind the Customer and all successors in title.	20.4	Upon termination of the Agreement under any circumstances, all outstanding charges shall become immediately due and payable by the Customer before the execution of condition 20.3(a), save that the Supplier shall not withhold or delay number porting based on any dispute over charges.
18.7	The Customer is not permitted to terminate this Agreement before the end of the Minimum Term in the event of a change of control, jurisdiction, ownership or conversion to an alternative status without the Supplier's prior written consent. In such circumstances, any early termination shall be subject to the Early Termination Charges in condition 19.	21.	COMPLAINTS AND DISPUTE RESOLUTION
18.8	Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.	21.1	The Supplier operates a complaints code of practice, available on the Supplier's website and on request, that sets out how complaints about the Services can be raised and handled.
18.9	Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.	21.2	Where the Customer is a Relevant Customer and a complaint has not been resolved within eight (8) weeks, or the Supplier has issued a deadlock letter, the Customer may refer the complaint, free of charge, to the alternative dispute resolution scheme of which the Supplier is a member: [ADR scheme name – confirm membership and insert scheme details before publication].
19.	EARLY TERMINATION CHARGES	22.	FORCE MAJEURE
19.1	If a Service is terminated before the end of its Minimum Term (a) by the Customer for any reason other than under condition 8.4 or for the Supplier's material, unremedied breach, or (b) by the Supplier for the Customer's breach, the Customer shall pay to the Supplier an early termination charge ("Early Termination Charge") calculated in accordance with condition 19.2, together with all charges accrued to the date of termination.	22.1	The Supplier shall not in any circumstances have any liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its

	business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.	under this Agreement will be binding upon the successor organisation.
23.	WAIVER	28. NO PARTNERSHIP OR AGENCY
23.1	No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.	28.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of, or otherwise to bind, the other in any way (including, without limitation, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).
24.	RIGHTS AND REMEDIES	29. THIRD-PARTY RIGHTS
24.1	The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.	29.1 No one other than a party to this Agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.
25.	SEVERANCE	30. PUBLICITY
25.1	If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.	30.1 No announcement or information concerning this Agreement or any ancillary matter shall be made or released, or authorised to be made or released, by either of the parties without the prior written consent of the other party, save as may be required to enable either of the parties to perform its obligations under this Agreement or as required by law.
25.2	If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.	31. NOTICES
26.	ENTIRE AGREEMENT	31.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office; or (b) sent by email: to the Supplier at customerservices@primarytech.co.uk, or to the Customer at the email address of the Customer Contacts specified in the Quote, or such other address as the Customer has notified in writing.
26.1	This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.	31.2 Any notice or communication shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or (c) If sent by email, at 9.00 am on the next Working Day after transmission.
26.2	Each party acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.	31.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.
26.3	Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.	32. GOVERNING LAW
27.	ASSIGNMENT	32.1 The Agreement, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims), are governed by and construed in accordance with the law of England and Wales.
27.1	The Customer shall not, without the prior written agreement of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.	33. JURISDICTION
27.2	The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the Agreement.	33.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this
27.3	This Agreement shall bind the Customer and all successors in title. If the Customer organisation is acquired, merged with, or becomes part of another organisation, the terms and conditions of this Agreement shall remain in full force and effect, and all obligations	

Agreement or its subject matter or formation (including non-contractual disputes or claims).

to the Supplier, and shall be at the Customer's sole cost.

34. DATA PROTECTION

34.1 In these conditions, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment, and Personal Data Breach shall be as defined in Data Protection Legislation, and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to the Supplier by the Customer in connection with these conditions.

34.2 The Customer acknowledges that it is a Controller and the Supplier is a Processor. The parties acknowledge that the Supplier and its Carriers also process certain traffic, billing, and location data as communications providers in their own right, in accordance with applicable communications and privacy law.

34.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 34 does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

34.4 The Supplier shall:

- (a) ensure that its employees process the Data only on the Customer's instructions as set out or referred to in these conditions to provide the Services;
- (b) provide appropriate technical and organisational measures: (i) to ensure the protection of the rights of the Data Subjects; and (ii) to ensure an appropriate level of security, assessing in particular the risks presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored, or otherwise Processed;
- (c) take all reasonable steps to ensure the reliability of any of its staff who have access to and/or Process Data in connection with the Services, including duties of confidentiality under their employment contracts;
- (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation concerning security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments, and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay after becoming aware of a Personal Data Breach;
- (f) notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;
- (g) at the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Services relating to Processing, except that: (i) the Supplier may keep any Data if required by any applicable laws to store the Personal Data (including retention of traffic and billing data required by communications law); and (ii) the Supplier may keep Data stored in any system back-ups; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 34 and provide access to the same for an audit. Any audits must be no more than once in a twelve (12) month period, must be on not less than thirty (30) days' notice, must be conducted within the Supplier's regular business hours, must cause minimal disruption

34.5 The parties acknowledge that the Supplier will also use services and/or products from sub-processors (including Carriers) to provide the Services under these conditions and that, in doing so, the Supplier may transfer Data to such sub-processors. Accordingly:

- (a) The Customer consents to the appointment by the Supplier of the sub-processors listed in Schedule 3;
- (b) The Supplier may appoint new sub-processors or make changes to the list in Schedule 3, provided that it notifies the Customer in writing a reasonable period in advance of granting a new sub-processor access to Data. The Customer may object on reasonable data protection grounds in writing to the appointment of any new sub-processor, provided it does so no later than 14 days after receiving the notice referred to in condition 34.5(b). If the parties cannot agree on a solution within a reasonable timeframe, the Supplier may terminate the affected Services.

34.6 The Supplier shall: (a) agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on the Supplier pursuant to this clause 34; and (b) if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.

34.7 The Customer agrees that, to provide the Services under these conditions, the Supplier will transfer the Data to sub-processors (including affiliates) as set out in clause 34. Where the Supplier transfers the Data outside the United Kingdom and the European Economic Area (EEA) to third countries which, at the time of the transfer, are not covered by adequacy regulations made by the Information Commissioner's Office or the European Commission under the Data Protection Legislation (each an "International Transfer"), the Supplier shall ensure that an agreement is in place with the relevant sub-processor(s) which incorporates the EU Standard Contractual Clauses (EU SCCs) and the UK International Data Transfer Addendum to the EU SCCs (the "EU SCCs and UK Addendum") or, if the EU GDPR does not apply, the UK International Data Transfer Agreement.

34.8 Subject to conditions 34.9 to 34.11, the Supplier shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to condition 34.5.

34.9 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place regarding its collection, processing, and provision of Data to enable the lawful transfer of the Data to the Supplier in connection with, and for the duration of, the Services provided under these conditions.

34.10 The Customer shall indemnify and hold harmless the Supplier against all costs, claims, losses, damages, and expenses (including legal fees) arising out of, or in connection with, any breach of this clause 34 by the Customer or its employees, agents, or subcontractors.

34.11 The Customer acknowledges that the Supplier relies on the Customer for direction regarding the extent to which the Supplier is entitled to use and Process the Data. Consequently, the Supplier will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted from the Customer's instructions.

34.12 Schedule 3 sets out the following information regarding the Data: the subject matter, the duration of the Processing, the nature and purpose of the Processing,

- the type of Data, the categories of Data Subjects, and the Supplier's obligations and rights.
- 34.13 Assistance with Data Subject Requests. The Supplier shall, at the Customer's cost, provide reasonable assistance to the Customer in responding to any request from a Data Subject. All work performed by the Supplier in relation to assisting with such requests, including but not limited to Subject Access Requests (SARs), shall be deemed an additional service and will be charged on a time and materials basis at the Supplier's standard hourly rates as detailed in Schedule 2.

SCHEDULE 1

Service Specific Conditions:

The Minimum Terms below apply subject to condition 9.2: for Relevant Customers, no Minimum Term shall exceed 24 months, and a 12-month option is available on request.

Leased Lines / DIA

- The Minimum Term shall be 36 months from the first day of active service (or such shorter term as applies under condition 9.2 or is specified in the Quote).
- The Customer may reschedule an installation date, provided the Supplier is notified of the request more than seven days before the installation date. Requests received with less than seven days' notice will incur the charge specified in Schedule 2. If no notice is given on the installation date, access is denied, or the appointment is rejected, the Customer shall incur the missed appointment charge specified in Schedule 2. These charges cover internal administrative costs and costs passed on by the Carrier.
- A managed router shall be supplied. The Service does not include any network or LAN configuration, and the Supplier's responsibility for the leased line stops at the managed router.
- The Customer must return the managed router, at the Customer's cost, within seven working days of the final day of contractual service. Failure to do so will result in the charge specified in Schedule 2.

Other Internet Products (Broadband and Connectivity)

- The Minimum Term shall be 24 months from the first day of active service (or such shorter term as applies under condition 9.2 or is specified in the Quote).

- The rescheduling and missed appointment provisions in the Leased Lines / DIA section apply equally to these Services, at the charges specified in Schedule 2.
- A managed router is not supplied unless specified in the Quote.

SIP Voice Products

- The Minimum Term shall be 36 months from the first day of active service (or such shorter term as applies under condition 9.2 or is specified in the Quote).
- No hardware is supplied.

Hosted VoIP (Hardware Supplied)

- The Minimum Term shall be 36 months from the first day of active service (or such shorter term as applies under condition 9.2 or is specified in the Quote).
- The rescheduling and missed appointment provisions in the Leased Lines / DIA section apply equally to these Services, at the charges specified in Schedule 2.
- Hardware handsets are supplied in accordance with the Customer's requirements as set out in the Quote.
- The Customer must return all handsets in full working condition, at the Customer's cost, within seven working days of the final day of contractual service. Failure to do so will result in the per-handset charge specified in Schedule 2.
- Remote changes are included with 72 hours' notice. All other services are delivered at an additional charge.

Hosted VoIP (Hardware Not Supplied)

- The Minimum Term shall be 12 months from the first day of active service.
- No hardware is supplied.

Working Day:

Telephone and Live Chat: 08.00 – 17.00 Mon–Fri (excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7, 365 days.

Normal Service Hours:

Telephone and Live Chat: 08.00 – 17.00 Mon–Fri (excluding bank holidays and between Christmas and New Year)

Schedule 2 Additional Charges (Including Overage Rates)

Additional Charges: - Hourly and Day Rate

	Hourly Rate	Day Rate
Helpdesk IT Technician	£60	£450
Onsite IT Technician	£80	£600
Senior IT Technician	£100	£750
IT Consultant	£100	£750
IT Trainer	£90	£675
Telecoms Engineer	£80	£600
Infrastructure Engineer	£80	£650

Installation and equipment charges

Charge	Amount
Installation rescheduled with less than 7 days' notice	£150
Missed appointment (no notice, access denied, or appointment rejected)	£250
Managed router not returned within 7 working days of the final day of service	£800
Handset not returned in full working condition within 7 working days of the final day of service	£50 per handset

Schedule 3

PROCESSOR INFORMATION: INTERNET & TELECOMS

The Customer acknowledges that the Supplier and its subcontractors may have access to Personal Data in the course of providing the Services. The Supplier sets out below the information regarding its Processing of Personal Data required by Article 28(3) of the UK GDPR.

Article	Description	Details
28(3)	Subject matter of the Processing	The provision of the Services to the Customer under these conditions.
28(3)	Nature and purpose of the Processing	The Supplier will Process Personal Data under these conditions and on the Controller's instructions for the purpose of providing the Services, until expiry or valid termination of these conditions. Processing may include accessing, collecting, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, reporting, disclosing by transmission, disseminating, aligning, combining, restricting, erasing, or destroying Personal Data.
28(3)	Type of Personal Data	Names, contact details, and installation addresses; usernames; telephone numbers; call detail records and traffic data; call recordings and voicemail content, where the Customer enables these features; IP addresses and device data; billing information; and any other Personal Data made accessible to the Supplier in the course of providing the Services.
28(3)	Categories of Data Subject	Staff and authorised users of the Customer's systems; persons making calls to, or receiving calls from, the Customer's Numbers; the Customer's customers, prospective customers, and suppliers; and, where the Customer is an education establishment, pupils and students, parents and guardians, and governors and trustees.
28(3)	Duration of the Processing	Processing is carried out for the duration of the Services. On expiry or termination, the Supplier's access to Data held on the Customer's own systems is revoked; Data held in the Supplier's service-management and billing systems is retained or deleted in accordance with the Supplier's retention policy, applicable communications law, and clause 34.
28(3)(a)	Documented instructions	All Processing carried out by the Supplier for the Customer is performed in accordance with these conditions and the Quote, which together constitute the Customer's documented instructions.
28(3)(b)	Confidentiality	All Supplier staff with access to Data are bound by confidentiality obligations in their contracts of employment or engagement.

28(3)(c)	Security	The Supplier holds Cyber Essentials Plus certification as a minimum and operates an information security management system aligned to ISO 27001. Details of the Supplier's technical and organisational measures are available on request.
28(3)(d)	Sub-processors	The Supplier's approved sub-processors are listed in the table below.
28(3)(e)	Data subjects' rights	The Supplier's approach to supporting the Controller in responding to data subject requests is set out in its Data Protection Policy (available on request) and Privacy Policy (available at www.primarytech.co.uk). Assistance is chargeable in accordance with clause 34.
28(3)(f)	Compliance and assistance	Processing by the Supplier is carried out in compliance with Data Protection Legislation. The Supplier will assist the Controller in demonstrating compliance where appropriate.
28(3)(g)	Data deletion and return	The Supplier does not delete data held on the Customer's own network; the Supplier's access is revoked at the end of the Agreement. Deletion or return of other Data is handled in accordance with clause 34 and applicable communications law.
28(3)(h)	Transparency and audit	The Supplier will make available to the Controller the information necessary to demonstrate compliance with its obligations, in accordance with the audit provisions of clause 34.

Approved sub-processors

Name	Activity	Location of Processing	Type of Data Processed
[Carrier name(s) – confirm and insert, e.g. wholesale voice and connectivity provider(s)]	Provision of the underlying network, connectivity, and voice services, including number hosting and call routing	UK	Names, addresses, telephone numbers, call detail records, traffic data, and call content in transit
Microsoft Corporation	Microsoft 365 and Azure services are used for service delivery, support, and customer management	UK / EEA (with global support access)	All categories listed above
Google LLC	Google Workspace services are used for service delivery and customer management	UK / EEA (with global support access)	All categories listed above
Halo Service Solutions Ltd	Service desk, ticketing, and service management (HaloPSA)	UK	Names, contact information, support-request content

The Supplier may update this list in accordance with clause 34.5.