



# PRIMARYTECH

**TERMS & CONDITIONS**

**MASTER TERMS AND CONDITIONS**

**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

The definitions and rules of interpretation in this clause apply.

##### 1.1 Definitions:

**Agreement:** The terms and conditions in this document.

**Customer:** the person, firm, company, or organisation identified in the Quote as the purchaser of the Services, including any Education Customer.

**Customer Contact:** the individual named in the Quote as the Customer's principal point of contact, who the Customer confirms is duly authorised to act on its behalf.

**Education Customer:** means any organisation registered as an educational institution with the UK Department for Education or equivalent governing body, including but not limited to primary schools, secondary schools, academies, multi-academy trusts, colleges, and universities.

**Product:** the Products provided by the Supplier specified in the Quote.

**Quote:** the written quotation, proposal, or order form issued by the Supplier to the Customer identifying the Services, Products, applicable charges, and the applicable Subsidiary Terms.

**Services:** the services, products, software, and other offerings to be provided by the Supplier as identified in the Quote.

**Service Hours:** as specified in the applicable Subsidiary Terms or Quote.

**Subsidiary Terms:** All the Supplier's terms and conditions documents other than the Master Terms and Conditions document.

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

#### 2. APPLICATION OF CONDITIONS

##### 2.1 These master conditions shall:

- (a) Apply to all services, products, software, and other offerings (collectively, the "Services") that the Supplier provides. By accessing or using our Services, you agree to be bound by these Master Terms and any specific Subsidiary Terms and Conditions outlined in the documents referenced herein.
- (b) Prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.
- (c) If you do not wish to be bound by these Conditions, the Customer should not order or accept the delivery of the Products.

- (d) These Master Terms are supplemented by the Subsidiary Terms published at <https://www.primarytech.co.uk/terms-conditions/> from time to time. The Subsidiary Terms applicable to the Customer are those identified in the Quote or, where not identified, those which by their nature apply to the Services purchased.

- (e) Where separate versions of any Subsidiary Terms exist for Education Customers and Non-Education Customers, the version matching the Customer's status shall apply. Where only one version exists, that version shall apply to all Customers.

- 2.2 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.

- 2.3 Order of Precedence. In the event of any conflict or inconsistency between the documents forming the Agreement, the following order of precedence shall apply:

- (a) The terms of the relevant Quote;
- (b) the applicable Subsidiary Terms and Conditions;
- (c) These Master Terms and Conditions.
- (d) Provided that no term of a Quote shall exclude, limit, or vary any provision of the Subsidiary Terms or these Master Terms relating to limitation of liability, indemnities, or intellectual property unless it does so expressly and specifically references the clause being varied.

#### 3. ACCEPTANCE OF SUBSIDIARY TERMS

- 3.1 By accepting a Quote, the Customer agrees to be bound by the version of the Master Terms and the applicable Subsidiary Terms identified in the Quote or, where no version is identified, the versions published on the date of the Quote. Superseded versions are available at <https://www.primarytech.co.uk/terms-conditions/terms-and-conditions-archive/>.

#### 4. ACCEPTANCE AND AUTHORITY

- 4.1 By accepting a Quote or entering into any order, contract, or similar undertaking with the Supplier, the Customer acknowledges that it has read, understood, and accepted the Master Terms and the applicable Subsidiary Terms.

- 4.2 The individual accepting these Master Terms on behalf of the Customer represents and warrants that they are duly authorised to bind the Customer to this Agreement and subsidiary Agreements.

- 4.3 The Customer shall be solely responsible for ensuring that any person acting on its behalf has the proper authority to enter into agreements with the Supplier. The Customer agrees to indemnify and hold the Supplier harmless against any claims arising from a breach of this clause.

#### 5. CHANGES TO TERMS

- 5.1 The Supplier may update the Master Terms and any Subsidiary Terms from time to time. Updated versions will be published at the address in clause 2.1(d) with a

- revised effective date, and superseded versions will be moved to the archive.
- 5.2 Updated terms shall apply to the Customer from the earlier of: (a) the commencement of any renewal or subsequent rolling period of the Agreement; or (b) the Customer's acceptance of a new Quote.
- 5.3 Where an update is required to reflect a change in law, regulation, or the requirements of a third-party vendor or carrier, the Supplier may apply the update on not less than thirty (30) days' written notice. If such an update materially disadvantages the Customer, the Customer may terminate the affected Services on thirty (30) days' written notice, given within thirty (30) days of the Supplier's notice, without early termination charges for affected services.
- 6. CONTACT US**
- 6.1 If you have any questions about these Master Terms or any Subsidiary Terms referenced herein, please contact us at [customerservices@primarytech.co.uk](mailto:customerservices@primarytech.co.uk)
- 7. GOVERNING LAW AND JURISDICTION**
- 7.1 These Master Terms, each Quote, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 8. LIMITATION OF LIABILITY**
- 8.1 This clause applies only to the extent that the applicable Subsidiary Terms do not make provision for the limitation of the Supplier's liability.
- 8.2 Nothing in the Agreement excludes or limits the Supplier's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.
- 8.3 Subject to clause 8.2, the Supplier shall not be liable for loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of use, loss or corruption of data or information, or any special, indirect, or consequential loss.
- 8.4 Subject to clause 8.2, the Supplier's total aggregate liability arising out of or in connection with the Agreement shall not exceed the total charges paid or payable by the Customer in the twelve (12) months immediately preceding the date on which the claim arose or, where the Agreement has been in force for less than twelve (12) months, the charges paid or payable in that shorter period.
- 9. CHARGES AND PAYMENT**
- 9.1 To the extent the applicable Subsidiary Terms or the Quote do not provide otherwise: all invoices are payable in full and in cleared funds within thirty (30) days of the invoice date; all sums are payable without set-off, counterclaim, deduction, or withholding except as required by law; and the Supplier may charge interest on overdue sums at 8% per annum above the Bank of England base rate, accruing daily from the due date until payment.