

Primus Broadband Engineer Services Terms and Conditions

These terms and conditions set out how we, New Call Telecom Ltd (a company registered in England and Wales under company number 07298834 and VAT registration number and whose registered office is at 5 - 9 Eden Street, Kingston Upon Thames, KT1 1BQ) will provide the engineer assisted install service to you.

If you ordered our engineer assisted install service, your contract is made with New Call Telecom Limited on the day you place your order. You may cancel the engineer assisted install service at any time up to 1.00pm on the day immediately prior to the appointment time agreed for the New Call engineer to visit you or, where your appointment is on a Monday, 1.00pm on the Friday immediately prior to your appointment.

(Please note that under the Consumer Protection (Distance Selling) Regulations 2000 you have the statutory right to cancel your contract with us for a maximum period of seven working days beginning on the day on which the contract is concluded, but such statutory cancellation rights will end earlier as stated above if you either agree to an appointment time that occurs before the end of this seven working day period.

We reserve the right to cancel your engineer assisted install service in our sole and absolute discretion and at any time prior to providing it.

In addition to the Terms and Conditions for New Call Broadband, Phone and Calls which are available to view at http://www.primussaver.co.uk/terms_and_conditions.html and for the purposes of which and engineer assisted install shall fall within the definition of "Services", the following terms and conditions will also apply for all engineer assisted installs:

1. The Service

1.1. The Service we agree to provide to you is:

- 1.1.1. to provide (at no extra cost) and fit micro-filters (as required);
- 1.1.2. to set up a connection to the Internet on the Devices specified by you up to the maximum number applicable as specified in the package purchased by you;
- 1.1.3. to connect Devices using either wired or wireless connectivity based on the available connectivity of the Device and the choice of the customer.

1.2. The Device will be connected to the Internet via a wired or wireless connection.

1.3. A Device as defined by us in relation to the Service shall be represented by:

- 1.3.1. PC (meeting the minimum requirements)
- 1.3.2. Mac (meeting the minimum requirements)
- 1.3.3. Sony Playstation 3™
- 1.3.4. Sony Playstation Portable™ (PSP)™
- 1.3.5. Microsoft Xbox™
- 1.3.6. Microsoft Xbox 360™
- 1.3.7. Nintendo Wii™

2. How To Get Our Services

2.1. You must be a New Call broadband customer to qualify to receive the Service.

2.2. If you wish to make an appointment for the supply of our Service, you can do so by calling us on 0800 036 0094 (freephone).

2.3. When arranging an appointment for the Service you will need to state specifically:

- 2.3.1. How many Devices you require to be connected to the Internet;
- 2.3.2. Which Devices you require to be connected to the Internet;
- 2.3.3. Whether you require each of your Devices to be connected via a wired or a wireless connection.

Appointments can be made by phone during the hours of 9am to 5pm, Monday to Friday.

2.4. However, if you wish to make an appointment outside of these hours, you may choose to either leave a voicemail message or email your request using the address given in the out of hours announcement message.

2.5. Appointments are subject to availability.

3. Minimum Requirements for the Service

3.1. So as to be able to provide the Service, you must have a fully working and licensed personal computer meeting the following minimum requirements:

- 3.1.1. PC : Windows 2000™ Service Pack 2, Windows XP™, Windows Vista™ or Windows 7™;
- 3.1.2. MAC : OSX™ Operating System or later;

- 3.1.3. Processor speed of 233MHz or above;
 - 3.1.4. 256MB RAM;
 - 3.1.5. 200MB available hard drive space;
 - 3.1.6. an available USB, Ethernet port or AirPort™ card (as applicable); and
 - 3.1.7. a modem or wireless router supplied by New Call.
- 3.2. The following additional system requirements apply for wireless networking:
- 3.2.1. All computers to be networked must have a minimum of 10MB of hard disk space free and 32 MB of RAM;
 - 3.2.2. Password(s) and/or PIN(s) for all Devices must be available at the time of the appointment for the Service;
 - 3.2.3. All Devices to be networked must be installed and operational prior to the time of service.

4. Your Responsibilities

- 4.1. If you take our services, we will provide the service to you subject to the following conditions:
- 4.1.1. You agree that it is your entire responsibility to protect your Device(s) and to back-up all data, software, information and other files that are stored on any and all Device disks and drives you may have.
 - 4.1.2. You must have valid software licenses for your operating system and all applications on your Devices. You must supply details of the relevant license keys if we ask you for them.
 - 4.1.3. A person of at least 18 years of age must be present the entire time that our engineer is providing the Service. If the New Call engineer arrives at your home to provide the Service and no adult is present, the Service will be denied and a cancellation fee of £30 may be charged.
- 4.2. You must give us access as follows:
- 4.2.1. You must provide the New Call engineer with full access to the Devices to be serviced and such access as is necessary to your residence.
 - 4.2.2. You agree to give your consent for the engineer to do this and also agree to co-operate fully and provide the engineer with a safe working environment, working space, electrical power and clear unobstructed access to the telephone master socket.
 - 4.2.3. If the New Call engineer arrives at your premises and reasonably determines that you are unwilling or unable to comply with the conditions in 4.2.2, the service may be denied.
- 4.3. If you are unable to comply with any of the above requirements, we may be unable to or will be entitled to decline our service to you. We may also charge you a cancellation fee of £30

5. Our responsibility to you

- 5.1. We may not be able to provide wireless connectivity outside the range of the equipment provided.
- 5.2. We will not be responsible to you:
- 5.2.1. For the repair or replacement (non-New Call provided) equipment that is faulty, as reasonably diagnosed by us during the provision of our service to you;
 - 5.2.2. For any failure by you to follow our reasonable advice, recommendations or instructions;
 - 5.2.3. If either we, including without limitation any of our engineers, agents, contractors or third party service providers are impaired or stopped from providing the service by you for any reason whatsoever or are otherwise unable to provide a service to you as a result of any event that is outside our reasonable control;
 - 5.2.4. For any damage to your Devices or any loss of data.
- 5.3. Our New Call engineer will use reasonable endeavours to keep any appointment you make with us for the Service, but we cannot guarantee that the engineer will arrive on time in each case. If an engineer is delayed, he or she will try to contact you a reasonable time in advance to let you know of any expected delay. From time to time, factors outside our control may also require that we re-schedule an appointment. If we have to do this, we will try to re-schedule another appointment as soon as reasonably possible. We will not be responsible to you for any delay in keeping appointments or if we have to re-schedule an appointment due to circumstances beyond our reasonable control.
- 5.4. Nothing in these terms of service shall exclude or limit our liability for death or personal injury caused by our negligence or that of our technicians or agents, or for any liability arising under Part I of the Consumer Protection Act 1987.

6. Non-Applicable Systems

- 6.1. We are unable to provide the Service in relation to the following:
- 6.1.1. File servers;
 - 6.1.2. File server operating systems;
 - 6.1.3. Domain and active directory based networks;
 - 6.1.4. Virtual private network (VPN) and wide area networks;
 - 6.1.5. Multi-subnet networks;
 - 6.1.6. Complex firewall configurations;
 - 6.1.7. Any business related purpose.

7. Support

We will not provide any additional support beyond that provided pursuant to the Terms and Conditions for New Call Broadband, Talk and TV as applicable from time to time. For the avoidance of doubt, we specifically do not support Sony Playstation 3™, Sony Playstation Portable™ (PSP)™, Microsoft Xbox 360™, Nintendo Wii™, or Microsoft Xbox™.

8. What happens if you want to cancel, re-schedule or if you miss an appointment

You may cancel the engineer assisted install service at any time up to 1.00pm on the day immediately prior to the appointment time agreed for the New Call engineer to visit you or, where your appointment is on a Monday, 1.00pm on the Friday immediately prior to your appointment. If you wish to cancel or re-schedule after this, we may charge you a cancellation fee of £30.