

PMGC means PMGC Technology Group Limited registered office is situated at 4 Station Court, Old Station Road, Hampton in Arden, Solihull, West Midlands, B92 0HA.

Completion Requirements - where the recommended Third Party Supplier has been allowed by the Customer's existing supplier and the Customer to complete the necessary connection and/or upgrades as required under the terms of the agreement with the Customer. Furthermore all the agreed existing Customer equipment must be returned to PMGC unless collected by a PMGC employee. Completion requirements are only met once all agreed connections are fully completed by PMGC and their recommended Third Party Supplier.

Airtime Contract refers to a contract for the supply and payment of airtime between the Customer and a Third Party Supplier of airtime services introduced to the Customer by PMGC.

Cash back means a financial incentive agreed to be made by PMGC on prices, which apply at the date of this Agreement of future calls and line rental in relation to a mobile phone contract connected solely for the purpose of entering into this Agreement.

Hardware fund means a financial incentive agreed to be made by PMGC for the sole purpose of additional customer hardware investment.

Kit fund any kit fund to Cash back conversion will be charged at 15% of the converted fund and will require approval by the Sales Director or Managing Director of PMGC.

Buyout refers to a financial incentive agreed to be made by PMGC to the Customer in applying to offset the fixed cost, which applies at the latter of the date of the Completion Requirements being met or of terminating an existing mobile phone agreement. As completing the Completion Requirements or terminating an existing agreement occurs after the date of this agreement, the agreed Buyout figure will therefore reduce from the agreed amount to a directly pro-rated.

Claw back relates to the reclaiming or non-payment by PMGC from the Customer of Buyout and Cash back payments, previously paid or due to the Customer by PMGC, due to any breach of the Terms and Conditions outlined below.

Third Party Supplier refers to a supplier of PMGC's choice introduced to the Customer by PMGC to provide services to the Customer.

Minimum Contract Period refers to the minimum length of the Airtime Contract. (Normally 24 months, 18 Months or 12 Months)

Terms and Conditions

1. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

Financial Incentive

2. In consideration of the Customer entering into this Agreement PMGC may have agreed to offer to the Customer a financial incentive by way of Cash back and or Buyout.

Claw back

- 3. PMGC will Claw-back from the Customer any Cash back or Buyout payments already made or agreed to be made to the Customer if within the Minimum Contract Period from the date that the Completion Requirements are met for whatever reason, including but not limited to:
 - a) the Customer terminates their Airtime Contract.
 - b) the Customer is disconnected by the supplier for any reason of default by the customer or their employees or agents.
 - c) the Customer disconnects before their 14 day cooling off period (Consumers only).
 - d) where payment to the third party is required by direct debit and such direct debit is altered or cancelled without the written agreement of the Third Party Supplier within the Minimum Contract period of the Customer entering into the Airtime Contract.
 - e) the Customer cancels any additional services to which the Customer has agreed to subscribe. Non exhaustive examples of which are itemised billing and insurance.

- f) the Customer's obligations under this agreement are bought out, assigned or transferred in any way to another provider with an intention that this provider then provides an alternative service to the Customer.
- g) the Customer does not use the supplied handsets and/or SIM cards to make at least one chargeable call per mobile number within 21 days of delivery and at least once every month per mobile number for the duration of the contract.
- h) where the customer engages and seeks to renew its airtime contract with an alternative network provider. All credits and subsidies paid to date are recoverable.

Eligibility

- 4. Connection to the Third Party Supplier's airtime system is subject to:
 - a) status and acceptance by the Third Party Supplier;
 - b) the Customer having entered into an Airtime Contract for the Minimum Contract Period;
 - c) the Customer having agreed that termination of the Airtime Contract following the Minimum Contract Period shall require at least one months' notice by the Customer to the Third Party Supplier.
- 5. To be eligible for any Cash back or Buyout payment the Customer must agree to these Terms and Conditions in full; have read and accepted the Terms and Conditions of the Airtime Contract of PMGC's Third Party Supplier to the Customer.
- 6. Customers registered in the United Kingdom for the purposes of VAT shall provide an official VAT invoice to PMGC for the agreed value of Cash back and/or Buyout.
- 7. Upon approval and acceptance by PMGC of the Customers claim for Cash back and/or Buyout payment will be made within 120 days from the Completion Requirements being met with the agreed Third Party Supplier and where such Completion Requirements have not been met PMGC shall have absolute discretion to make payments at such reduced rate as to fairly reflect the part fulfilment or other change of the Completion Requirements.

Warranties and Indemnities

- 8. PMGC accepts no tax liability incurred by any individual or business in relation to this offer.
- 9. The Customer agrees that where they are approached within the Minimum Contract Period of the Airtime Contract by another mobile telecom provider with an offer for the provision of an alternative service which they are considering accepting then the Customer shall provide PMGC with details of such offer and give PMGC an opportunity to make to the Customer an alternative offer to that of the provider here referred to.
- 10. PMGC may advise the Customer on what PMGC believe to be the cheapest way to terminate their existing agreement with their current supplier but it is the Customer's responsibility to make enquiries with their supplier as to the actual cost of termination and PMGC shall not be liable for any costs whatsoever arising from the giving of such advice.
- 11. Where PMGC agree to make a Buyout payment, such payment shall be based upon PMGC's estimate of the cheapest option available and PMGC shall not be liable for costs incurred by the Customer where the Customer's existing supplier places on the customer costs of financial penalties more onerous than those which PMGC have agreed to make as a Buyout payment.
- 12. No agent of PMGC has any authority to act on behalf of the Customer in relation to the termination of any existing contract or obtaining of PAC's unless otherwise agreed with the full written authority of the customer.
- 13. PMGC accepts no responsibility or liability if the Third Party Supplier's network does not meet the Customer's expectations in any way.
- 14. PMGC accept no responsibility for equipment already owned by the Customer, even where PMGC provide Third Party Supplier SIMs to enable the Customer to use their existing equipment.

General

15. These Terms and Conditions constitute the entire Agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing by PMGC.
16. Any hardware supplied by PMGC such as mobile phones as detailed under this agreement will remain the property of PMGC and must be returned, at the cost of the Customer to PMGC within a period of 14 days from the Customer terminating their Third Party Supplier airtime agreement for any reason or if the Customer has to extend their current Third Party Supplier airtime agreement with the Third Party directly or through another channel beside PMGC. Should you not return any piece of equipment for any reason within 14 days you agree to pay a charge of £495.00 plus VAT per item within 7 days.
17. By signing this agreement you agree to place the order and help PMGC fulfil it in whatever ways necessary, including supplying a PAC or paying 3rd party supplier upgrade fees, providing the order is accepted by PMGC, see clause 29. In the event that a Customer cancels prior to connection, disconnects a Connection prior to the expiry of the Minimum Term or a Connection is Downward Migrated during the Minimum Term then PMGC shall be entitled to charge the Customer an administration charge of £250 plus VAT for each connection and you agree to pay this sum plus the cost of any equipment provided. This includes but is not limited to, you being unable or unwilling to supply a PAC or PAC's within 7 days of us requesting one, a 3rd party supplier agreeing to disconnect you once you have been connected, you notifying us that you wish to cancel and us agreeing to that cancellation, or you not responding to our letters to fulfil your order within 7 working days (deemed cancellation). For clarity if you are a business customer you do not qualify for a 14 day cooling off period as detailed in clause 3c. If you fail a credit check you agree to help us by providing financial records, previous bills and any other company documentation requested by the 3rd party supplier. If you disagree this will be deemed cancellation and the cancellation charge will apply. You also agree that we may credit check you with other 3rd party suppliers and if you pass agree to use their services providing a similar deal can be constructed.
18. Deposit. Due to a 3rd party supplier credit score you may be asked for a deposit of up to £300 per connection. You may also be asked for a larger deposit to lift international call bars. By signing this agreement you agree to pay any deposits due to enable PMGC to connect your connections. Should you decide not to pay the deposits you agree to the cancellation charge of £250 plus VAT per connection and agree to pay within 7 days of being invoiced. We may offer an alternative 3rd party supplier to you but this agreement remains in force until a new agreements' completion requirements are met.
19. PMGC will connect the appropriate tariffs as agreed in this agreement. The Customer should check their first bill carefully as any mistakes as of the second bill date will be the Customers' responsibility.
20. Where a customer is porting a number the customer should be aware that with certain networks and service providers that the new phones and SIM cards will be sent out "live" and connected to a temporary number. Where this is the case the customer will be charged line rental and/or call charges from the date of connection of the temporary number. By signing this agreement you agree to pay these charges.
21. Where postage, packaging and processing is charged we charge £25.00 processing fee. This is non-refundable in any event. This includes but is not limited to where the Third Party Supplier will not allow the Customer to connect due to a poor credit rating.
22. It is agreed that the tariff selected for each connection is the appropriate tariff for the Customer. Should a Third Party Supplier agree to a tariff change once you are connected and this results in PMGC having commission clawed back you agree that PMGC may recover immediately the difference from you.
23. Where the commercial arrangement involves you returning existing equipment to PMGC you agree that this will be done by you sending this equipment to the current trading address of PMGC within 14 days of your new connections becoming live and at your cost. Failure to comply with this will result in forfeiture of any Cash back and Buyout amounts if applicable and will not exonerate you from returning the equipment specified to PMGC. You may choose where the equipment is a mobile phone or phones to substitute each item with the sum of £95.00 plus VAT and this is the amount you agree to pay if you are unable or refuse to return this equipment within 7 days of us applying in writing for its return.
24. When a tariff is selected that provides a specific promotion, should the Third Party Supplier decide that you do not qualify for that promotion or if the promotion is withdrawn before connection due to delay for any reason, for example stock availability then PMGC will not be held responsible for any perceived loss.
25. Should any of your desired equipment be unavailable for whatever reason PMGC reserves the right to substitute this equipment for something comparable of equal or greater value. We will normally hold your order until the desired equipment is available. Should you require quicker delivery we will exercise our right to substitute. We will not be held liable for any perceived loss due to delivery times. We do not guarantee any specific colour of phone stated on the order but will endeavour to provide the colour requested. We will fulfil the order immediately a specific model becomes available rather than wait on colour.
26. Where a specific time and date for installation of a car kit or kits is arranged and you are unavailable for whatever reason and you do not notify us 48 hours beforehand you agree to a cancellation charge of £85.00 plus VAT per arranged installation.
27. A car kit standard installation is qualified as a Bluetooth kit installed but not including a dedicated power supply, dash mount or a tele/mute switch unless specified.
28. Where we supply and arrange installation of car kits this is done on behalf of the Customer. If a fault develops with this equipment the warranty given or implied is limited to the manufactures warranty. If there is a fault with the installation the warranty is limited to that supplied by the installer. PMGC accept no responsibility for the product or installation. Our service is limited to ordering the equipment and arranging installation on your behalf.
29. This agreement is not agreed by PMGC until the Sales Director, Managing Director or other delegated Officer of PMGC has signed it. No further copy will be sent to you.
30. Should the customer not use each supplied SIM card as detailed in clause 3.g, then PMGC will claim the full cost of any subsidised equipment or the difference in price plus postage, packaging and processing at £25.00 plus VAT. The Customer agrees to pay PMGC this money within seven days of being invoiced.
31. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing and addressed to the other party at its registered office or principal place of business or such other address as may at the time have been notified pursuant to this provision to the party giving notice.
32. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement shall be considered by a waiver of any subsequent breach of the same or any other provision. If any provision of any of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provision of these Terms and Conditions and the remainder of the provision in question shall not be affected.
33. This agreement will automatically renew at the end of the contacted term for a further minimum term of twelve (12) months unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. PMGC will engage with the customer prior to the end of the relevant term and confirm that the end of contract term is imminent. If the customer provides no feedback or interaction within 14 working days past the end of the relevant term and PMGC have exhausted all modes of dialogue, PMGC will automatically place the customer on the prevailing cost-effective network tariff available and will reserve the right to automatically recommit the customer. PMGC will advise the customer that we have proceeded with this action and will await instructions further to the minimum term.
34. English law shall apply to this Agreement and parties agree to submit to the non-exclusive jurisdiction of the English courts.