



Planet Talk Card Terms and Conditions

Planet Talk Card

You can use Planet Talk Card by texting the 'keyword' to a short-code (a premium rate text message number). The text message 'request' you send will be charged at standard network rates by your provider. The message you receive will cost £3, £5, or £1.50 (charged to you by your mobile provider inclusive of VAT) and for this we will credit you with the equivalent amount of calling credit through the Planet Talk network. New Call reserve the right to end the service if it is not used for more than 28 days and any outstanding calling credit will not be refunded. This service operates an auto top-up: when your calling credit falls below £1 you will be topped-up with the value of the original request. If we are unable to top-up your phone due to insufficient credit we may try and retrieve a lower amount until your full requested top-up has occurred. You may opt out at anytime by sending 'STOP' to 88077 or 88022, charged at your normal network rates. Any reply to the short-codes other than STOP will result in a top-up occurring. The number of minutes shown for each destination is the maximum number of minutes that can be obtained if the user exhausts the card on the first call made using 0207 access. Subject to this, the number of minutes shown will apply 24 hours a day, seven days a week when using 0207 access. 0800 charged at 3p per minute more than 0207 access. All prices are in pence per minute inclusive of VAT. 25p/min surcharge applies on BT payphones. Calling to international mobiles and non-geographical areas may be charged at a different rate to that of the country. Calling from mobiles may incur a surcharge at higher rates than those indicated from your service provider. Rates are effective as from the 30th May 07 but in any event may be subject to change within this period either by New Call Telecommunications Ltd giving customers 28 days notice on the website (www.planettalkcard.com) specified above, or without notice if there is a valid reason, including if the costs to New Call of providing the service increase. A connection charge equal to the outbound rate is applied to each call

1. General

1.1 The Services are subject to availability, and may be withdrawn by New Call at any time.

1.2. The Customer acknowledges that the Service is for residential use only and the Customer will not supply or resell or otherwise make the Service available to any person on a commercial or any other basis. The Service is not available to business users and New Call has the absolute right to withdraw such service from those using it for such purposes.

1.3. All relevant payment terms in relation to your use of the Services are disclosed and can be accessible on the home page on our website at www.planet-talk.co.uk. All special terms of use in relation to specific Services are disclosed and can be accessible on this website. Should you require customer service, please contact our customer service team via our contact us page.

2. User Obligations

2.1 You shall not use, nor allow any other(s) to use, the Services:(a) for any improper, immoral or unlawful purpose; (b) to send a communication which is, or is intended to be, a hoax call to emergency services, or which is defamatory, offensive, abusive, obscene, menacing, threatening, harassing, harmful, invasive of another's privacy, sexist, racist or violent;

(c) to violate or infringe any rights of, or to cause unwarranted inconvenience or anxiety to, any other person;

(d) in such a way that may damage, interrupt, destroy, corrupt, limit or affect the operation, functionality or quality of the Services, the network or any telecommunications system used to provide the Services;

(e) fraudulently or illegally or contrary to any relevant law, standard or code; or

(f) for the purpose of re-sale to third parties.

3. Disclaimer

3.1 Except as provided by law, we:

(a) make no warranties, conditions, guarantees or representations as to quality or fitness for a particular purpose, or availability or security of the Services, or that the Services will be free of errors, omissions, interruptions or viruses, or any other warranties, conditions, guarantees or representations whether express or implied, oral or in writing, except as expressly stated in these terms; and

(b) exclude all liability for the accuracy (or inaccuracy) or reliability of any material or other information provided or made available by us or any third party in relation to the Services.

3.2 You acknowledge that access and use of the Services (including any networks or software operating in connection with the Services) may be interfered with by numerous factors outside of our control. Except as provided by law, we make no representations or warranties in respect of accessing or using the Services (including any network or software operating in connection with the Services).

3.3 We are not liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of telecommunications services, lines or other equipment; fire; flood or storm).

3.4 You use the Services at your own risk and we will not be responsible for loss or theft of the Services.

4. Liability

4.1 Subject to clause 4.2 the total of New Call's liabilities arising under or in connection with this Agreement whether arising in Tort, from its negligence, its breach of contract, or its breach of statutory duty, under any indemnity or howsoever caused shall not exceed the sum paid or payable by you for the Service(s) in respect of which the liability arises.

4.2 Notwithstanding anything to the contrary in this Agreement (whether this Agreement continues in force or not) New Call shall not be liable to you under or in connection with this Agreement for any corruption, destruction or loss of data, loss of goodwill, loss of anticipated savings, loss of contracts, loss of revenue, loss of use, loss of profits, loss of business, for any extra operating costs and expenses or for any indirect or consequential loss whatsoever or howsoever caused, whether arising in Tort, from its negligence, its breach of contract, or its breach of statutory duty, under any indemnity or howsoever caused.

4.3 Nothing in this Agreement shall have the effect of excluding or limiting the liability of New Call for death or personal injury resulting from its negligence or any other liability that may not be excluded or limited as a matter of English law.

4.4 The provisions of this Condition 4 shall continue to apply notwithstanding termination of this Agreement

4.5 You will indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us, arising from, or which is directly or indirectly, related to (i) your breach or non-observance of any of these terms and conditions; or (ii) your use of the Services.

5. Intellectual property

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

6. Amendments

New Call reserves the right to make changes to these terms and conditions and/or prices either by giving you twenty-eight (28) days notice, unless such changes are due to legal and/or regulatory reasons, in which event the change will be made immediately on the website without prior notice. Should an increase in the prices and/or change in the terms and conditions put you at a significant disadvantage, then New Call will notify you and you have the right to immediately terminate the Agreement, failing which you shall be bound by the amended terms and conditions and/or prices. The changes to the terms and conditions and/or prices shall be displayed on the New Call website at <http://www.planet-talk.co.uk> and can be requested by writing to or by calling New Call customer service department

7. Payment

7.1 The prices for the Service shall be as stated in New Call's tariff sheets as current from time to time. All prices are inclusive of VAT. Rates displayed in advertisements promotional literature tariff sheets and elsewhere are shown in pence per minute.

8. Notices.

New Call's address for service of any notice hereunder shall be such address as may be prescribed by New Call for that purpose.

9. Privacy Policy

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

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

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

9.4 New Call may process customer information with the Service for the prevention or detection of fraud, and to deal with customer enquiries.

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

9.6 To help improve New Call's service and in the interests of security it may monitor and/or record the Customer's telephone calls with it.

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

9.8 By entering into this Agreement, the Customer expressly agrees to the use of personal data for the purposes described clause 9.

10 Availability

10.1 New Call will use all reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the, if any, standards for the time being relating to the Service set out in New Call's Service literature.

10.2 New Call shall use all reasonable endeavours to correct as soon as is reasonably practicable any fault notified by the Customer in accordance with the procedure set out in 11 below.

10.3 A fault shall be deemed to have commenced upon its notification to New Call.

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

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

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

11. Procedure for Fault Reporting

11.1 In the event of a fault, a Customer may contact the New Call Customer service team by calling 0800 036 3839 whereby they can either reach a representative directly, or a voicemail message where they can leave the necessary information.

11.2 During New Call business hours, 8:00am and 5:30pm Monday to Friday, New Call will note the following details and generate a trouble ticket relating to the complaint. Customers shall provide the following information to New Call when reporting faults: • Account Name and Number • Type of line • Originating Number • Terminating Number • Terminating Destination • Time and Date of when exact fault occurred • Reported Problem • Contact Details i.e., Contact name & number

12 Termination

12.1 Without prejudice to their rights under this Agreement, New Call or the Customer shall have the right to immediately terminate this Agreement forthwith by notice in writing in the event that:

12.1.1 The other party is in default in its performance or observance of any of its obligations under this Agreement and fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so;

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

12.1.3 Without prejudice to its other rights, New Call may immediately disconnect, suspend the Service, and/or terminate this Agreement by notice in writing to the Customer in the event that:

12.1.4 If New Call ceases to be eligible to provide the Service;

12.1.5 The Customer does not use the Service for 6 consecutive months;

12.1.6 New Call is obliged to comply with an order instruction or request of government, an emergency service organisation or other competent authority;

12.1.7 The Customer is suspected, in New Call's reasonable opinion, of involvement with fraud or attempted fraud or acts which are defamatory, offensive, blasphemous, abusive, obscene or menacing character in connection with use of the Service; or

12.1.8 New Call needs to carry out emergency works to the Service or its network.

12.1.9 New Call may terminate this Agreement by serving not less than 28 days written notice of termination.

13. Assignment

13.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of New Call. However, New Call may at any time transfer this Agreement to any third party, assign any of its benefits and/or obligations under this Agreement and/or sub-contract the performance of any of its obligations under this Agreement to any third party.

14. Third parties

14.1 The rights and obligations set out in this Agreement shall be solely for the benefit of, and shall be enforceable only, by the parties hereto and their respective successors and permitted assigns. A person who is not a party to this

Agreement has no right under the Contract (Rights of Third Parties Act) 1999 to enforce any terms or conditions of this Agreement, but this does not affect any right of a third party which exists or is available apart from that Act.

15. No Waiver

15.1 Failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

16. Notices

16.1 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if; (i) left at or sent by post to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent; or (ii) by SMS to the customers most recent mobile telephone number which New Call has

17. Disputes

17.1 Should the Customer have any dispute with New Call in connection with this Agreement, then New Call shall use its reasonable endeavours to resolve any such dispute. The Customer may refer this dispute to any appropriate dispute resolution service. The Customer can find details of the parties who can deal with these disputes and how to refer such disputes in the New Call Code of Practice which is set forth at: www.newcalltelecom.co.uk

18. Entire Agreement

18.1 This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, whether understandings and representations, or warranties, whether written or oral except for any fraudulent misrepresentations. Except as expressly provided for in this Agreement, then this Agreement may only be modified if such modification is in writing and signed by New Call and the Customer. In no event shall any terms or conditions included on any form of Customer purchase order apply to the relationship between New Call and Customer hereunder, unless the parties expressly agree to such terms in writing.

18.2 Any amendments relating to this agreement must be in writing signed by the parties.

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

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