

# Piranha Mobile

[www.piranhamobile.com](http://www.piranhamobile.com)



## Terms and Conditions

### 1. Application of Terms

- 1.1. These terms govern the contractual relationships between (1) Piranha (being Piranha Mobile Ltd (PM) and/or Piranha SIM Limited (PS)) on one hand and (3) the Customer on the other hand and the Customer in relation to usage of Piranha mobile telecommunications services and the Piranha SIM cards.
- 1.2. The terms are effective on the earlier of the purchase of the SIM or provision or use of Piranha services or the receipt of funds by Piranha for the purchase of SIM cards or Piranha services as advertised on the Piranha websites.
- 1.3. Terms may be changed from time to time and will be publicised at [www.piranhamobile.com](http://www.piranhamobile.com) and subject to the change being lawful, any change is binding when published and this includes changes of rates charged or changes (including withdrawal) of services. By continuing to use the Piranha systems or SIMs after publication you have accepted the new terms.
- 1.4. We provide mobile communications within the requirements of PAYG (prepaid) services and by submitting an order for services or by using or purchasing any of the Piranha services, the Customer confirms that they have accepted and agree with the Piranha terms and conditions and each use of the services, systems or SIMs is a repeated confirmation of acceptance of the terms published at the date of that usage.

### 2. Customer Data

- 2.1. Piranha Phones Ltd are the data controller for all consumer information within the Piranha Group of Companies and reserve the right to exchange information concerning any customer within the group.
- 2.2. The Customer expresses his/her consent to the full processing (gathering, collecting, storage) of his/her data by Piranha with further use of the data in any part of the world.
- 2.3. Piranha SIM takes responsibility for the careful processing of Customers' data and data protection in accordance with relevant legislative acts in force. EU requirements on data protection, personal information, or related technical arrangements are the primary legislative acts applicable to Piranha.

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- 2.4. Customer-related information will never be transferred to third parties outside the Piranha Group, unless it is necessary to do so to fulfil any part of the contract with the Customer.
- 2.5. The Customer hereby expressly consents to receive information on the services of Piranha SIM by email or SMS. (The Customer can revoke his/her consent at any time via their account area.)

### 3. Numbers

- 3.1. When the customer purchases the Piranha SIM card they are also provided with one or more associated telephone numbers and a SIM-card serial number. Each SIM card comes with two free numbers, one US one UK.
- 3.2. There may be separate monthly or annual charges for any additional telephone numbers in addition to the charge for the SIM.
- 3.3. Numbers remain the property of Piranha at all times and, subject to any contrary provision of law or regulation, will be retained by Piranha at the end of any contract.
- 3.4. Piranha reserves the right at its discretion and at any time to withdraw the number provided to the Customer and to provide a replacement number to the Customer.

### 4. System Security, Authorisations and activity on your account

- 4.1. As well as associated telephone numbers, SIM cards also have a SIM-card serial number and an associated PIN or Password. These should be kept private and not disclosed to other parties.
- 4.2. Any person ringing Piranha support with access to the SIM-card serial number shall be deemed to have the authority, by the use of the SIM-card serial number and any associated PIN or Passwords, of the customer holding the contract for that SIM-card to give instructions in relation to the Piranha SIM and its associated accounts. When the customer first contacts support, they will be asked for a PIN number/Password and serial number, Any person ringing Piranha support, and able to supply the PIN number/Password and serial number, shall be deemed to have the authority of the customer holding the contract for that SIM-card.
- 4.3. A new PIN/Password may be requested which will be sent by SMS and a PIN/Password Re-advice Charge may apply for this provision to cover the cost of the communication and the administration charge.

### 5. Changes in Service and Failures in connectivity

- 5.1. Piranha does not accept liability for any failure of any telephony or communications operators to validate the SIM or local phone number or provide connectivity.

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- 5.2. Piranha may change or withdraw service at any time without prior notice.
- 5.3. Your only right in the event that we materially change your services or cancel the service or change terms to those unacceptable to you is a refund of any unused subscription or pre-payment, but you need to be aware that on any request for refund your service will be cancelled immediately.
- 5.4. We may also terminate or suspend any service threatening security of our systems or being used or threatened to be used for unlawful purposes.

## 6. Tariffs and Charges

- 6.1. Subject to suitable balance of funds on the account, the Customer may be permitted by Piranha at its entire discretion to use voice and VoIP communications, SMS and data through the international mobile networks.
- 6.2. Charges will normally be billed in near-real time but customers remain liable for the costs of calls if an international phone operator advises of a call charge at any time and all expenses and costs that may arise due to the provision of incorrect, incomplete or unclear information or application of import tariffs and other duties.
- 6.3. When submitting an order for goods and services, the Customer should be fully aware that not all hardware devices available on the market can technically support the Piranha offered services and customers should check that their devices are compatible prior to purchase.
- 6.4. The Customer can receive information regarding changes in prices for the Piranha SIM service by regularly visiting the website [www.pirannhamobile.com](http://www.pirannhamobile.com).
- 6.5. If the Customer continues to use the services delivered by Piranha SIM after publication of new prices on the website, it shall be deemed that the Customer has agreed and accepted the new rates and prices.

## 7. Sim Hardware

- 7.1. Delivery of SIM hardware is carried out by Piranha SIM Ltd and all liability in relation to the SIM cards is that of Piranha SIM Ltd.
- 7.2. All warranty and after-sales are handled by Piranha SIM Limited.
- 7.3. Delivery of SIM cards, except via agents and vending machines, is generally carried out within 7 working days of arrival of the Customer's prepayment but not later than 30 days.
- 7.4. Piranha shall not be liable for delivery delays by courier delays, customs delay, embargoes and sanctions or other import restriction and force majeure.

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## 8. Phone Hardware

- 8.1. Delivery of Phone hardware is carried out by Piranha Phones Ltd via an independent 3<sup>rd</sup> party fulfilment contractor and agent of the manufacturer and all liability in relation to the supply of the Phones such as warranty claims and defect claims shall be the liability of the independent 3<sup>rd</sup> party fulfilment contractor and/or the Phone manufacturer. Piranha Phones Ltd may act as handling agents for the liable parties. (Statutory Rights that cannot lawfully be excluded are not affected).
- 8.2. Delivery of Phone hardware, except via agents and vending machines, is generally carried out within 7 working days of arrival of the Customer's prepayment but not later than 30 days.
- 8.3. Piranha shall not be liable for delivery delays by courier delays, customs delay or other import restriction and force majeure.
- 8.4. All orders are subject to acceptance and availability. If the products ordered are not available, you may be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order. If you choose to wait, we will supply at the cost at the time of the order.
- 8.5. All orders online are binding on Piranha only upon notification that these are in stock and clearance of your payments into our bank account.

## 9. Postage, Returns and restocking, Distance Selling Rights and EU Consumer Rights, Your right to return and your Acceptance of goods

- 9.1. Postage of SIM cards worldwide is included in the purchase price of the SIM and covers postage by ordinary first class post. Postage may take up to 28 days and Piranha will not be liable for loss or delays in first class post. Additional costs will apply where signed-for delivery is requested.
- 9.2. All orders are subject to acceptance by Piranha and availability and correction of any pricing errors. Orders are conditional until accepted and dispatched by Piranha.
- 9.3. If the products ordered are not available, you may be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order. Prices may not be valid for goods out of stock and Piranha reserves the right to alter prices when restocking occurs.
- 9.4. Your SIM will come with the SIM ready to go and if you decide to use the SIM before the end of the cancellation period under the law, you have agreed that the service will start as soon as you receive the SIM and that you are deemed to have accepted the goods when you use them and the rights will end as soon as you start using the SIM.

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- 9.5. Your Phone will come ready to use and if you decide to use the Phone before the end of the cancellation period under the law, you have agreed to accept the phone when you use it and the rights will end as soon as you start using the Phone.
- 9.6. Where you have bought a Phone and SIM at the same time, acceptance of the SIM also constitutes acceptance of the phone, subject to this being permitted by law. By your use of the SIM, you accept the phone and you end the cancellation rights in relation to the SIM and the Phone.
- 9.7. The contract is made when you order the phone or SIM Service and becomes binding at that stage, subject to the Distance Selling Rights and EU Consumer Rights if you are a consumer. For purposes of Distance Selling Rights and EU Consumer Rights if you are a consumer, you agree that the time will start 24 hours after you conclude the contract with Piranha.
- 9.8. The provision of telephony services to consumers is deemed to be a leisure service and where you use the phone or SIM to make a call within the cooling off period of the Distance Selling Rights and EU Consumer Rights legislation you will be deemed to have accepted the goods and lose your right to return the goods.
- 9.9. Except where the Distance Selling Directive applies, the Customer has the right to withdraw from the Piranha SIM Contract within 7 (seven) working days of receiving the goods without notification of reasons, providing the SIM card has not been used. Notification of withdrawal must be received by the Piranha SIM during the period specified above at this email address: [admin@piranhamobile.com](mailto:admin@piranhamobile.com) In the case of the Customer withdrawing from the Contract, he/she is obliged to return the goods to Piranha SIM. On receipt, reimbursement may be made only where the goods are in an unused condition (SIM card is not removed from the plastic holder). The Returns Fee may be charged at Piranha's discretion.
- 9.10. Cancellation notice may not be given by phone but must be in writing.
- 9.11. Where any item is to be returned to Piranha Mobile, you will be given returns (RMA number) and this is subject to the RMA agreement on our website. This requires the RMA to be on the outside of the packaging and also on paper inside the packaging.
- 9.12. Except for faulty phones, there will be a Basic Re-stocking Fee in addition to any other fee or charge.
- 9.13. There are some general requirements for all returns:
  - a) All Goods must be returned post-paid and undamaged and with seals intact and with all original packaging and returned goods must have the RMA number on the outside of the box and with a copy of the original purchase invoice or receipt.
  - b) Goods must be returned within the cancellation period and no refund will be

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made unless goods are received by the Returns Department within the cancellation period and with a valid RMA number.

c) Any damage to the goods in transit is your responsibility and you are advised to send these by signed-for insured delivery so that if they are lost or damaged in transit, you can claim their value from the courier or post office.

d) An RMA Missing Charge will be made for any returns not including an RMA on the outside of the package, (where such charge cannot be imposed by law, whether under distance selling rules or in relation to faulty phones, no fee will be charged).

**9.14.** Additional Hygiene Return Fees may be charged where phones are returned with hygiene seals not intact or where the original packaging is not returned or where any accessories are missing or have been used.

**9.15.** Where any non-faulty phone is returned without an RMA number, there will be an additional £50 fee charged to cover our costs in location and identifying what RMA the phone relates to.

**9.16.** The contract is made when you order the phone or SIM Service and becomes

**9.17.** Under distance selling and consumer rights, you accept that :

a) For hygiene reasons, Phones are sealed and you are entitled to return the phone still sealed within the time permitted under the relevant consumer law; however if you break the seal, you are deemed to have accepted the phone.

b) Any return of the phone with seal not fully intact will result in a refund of only part of the original purchase price as the phone can only be sold as “used” or “refurbished” due to hygiene. We may agree to receive the goods back even if you have broken the seal, however these will then be sent for manufacturer refurbishment and consequently, you will only receive part of the purchase price as the phone can only be sold as “refurbished” or “used” due to hygiene concerns.

c) By returning the phone with the seal not intact you authorise Piranha Phones Ltd to sell the phone as used on your behalf and to forward to you the proceeds of sale, less 10% handling commission. Your statutory rights are not affected.

**9.18.** Where there is a claim by us against the customer under the Distance Selling or Consumer Rights rules, we are entitled to set these off against any refund due.

**9.19.** Delivery is a second-class service and if you have chosen to have the goods sent quicker then you have entered into separate contracts for these services.

**9.20.** Where a business order is made, the customer is warranting that transaction shall be a business transaction and the Distance Selling Directive and EU Consumer Rights Directive and their national implementations shall be excluded and a business order arises where:

a) a business name is included in the order or

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- b) a VAT receipt is requested, or
- c) the billing is made to a company or business account, or
- d) payment is made from a company or business account, or
- e) a business discount is applied;

**9.21.** Where a false declaration is made that you are a business, you will be liable for a False Business Declaration Charge.

**9.22.** Piranha SIM is not obligated to reimburse the cost of the SIM card if returned.

**9.23.** Except where the law does not permit this, the Customer shall cover all related shipping expenses.

## 10. Faulty Goods & Warranties

**10.1.** All hardware items (smartphones and tablets) come with a 1 year manufacturer's warranty,

**10.2.** In the event that the goods are returned as faulty then we will arrange for their collection or send you a pre-paid returns envelope, you will have a choice between refund or replacement.

**10.3.** Goods returned as faulty and found not to be faulty will be subject to a Faulty Goods Restocking Fee,

**10.4.** Faulty items will be replaced without charge if returned within 14 days of purchase, items returned outside of 14 days will be returned to manufacture for repair.

## 11. Signatures on Delivery

**11.1.** Delivery shall be via signed-for delivery and signature of any person at the target address. Whether the customer or building receptionist or in the case of box numbers, the administering agent, shall be deemed binding receipt by the customer.

**11.2.** Any false declaration of non-receipt or false identity statement shall be prosecuted as a criminal fraud and in addition Piranha Phones Ltd will seek to recover their management and administrative time and additional costs and may recover in the civil courts up to £5000 per phone.

## 12. Sales Via Agents and Resellers:

**12.1.** Your contract is with the Agent and/or Reseller and your remedy is entirely against the reseller.

## 13. Prepayments and your account balance

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- 13.1.** As the Customer you are required to make prepayments for receiving the services by purchasing the voice/data airtime and transferring it to the corresponding user account.
- 13.2.** Piranha SIM delivers goods and renders services on condition of prepayment only.
- 13.3.** The payment shall be considered executed when the sum of money to be transmitted by the Customer has been finally cleared by Piranha SIMs account.
- 13.4.** Funds will be debited to the Balance account when you use the phone or when charges are received by or notified to Piranha or as soon as reasonably thereafter
- 13.5.** The user must maintain a minimum balance of £1.00 in order to make and receive calls. In the event that pre-payment is exhausted or falls below the minimum balance, Piranha has the right to suspend the service.
- 13.6.** All active prepaid connections are terminated immediately when the balance runs out ( i.e. the customer will no longer be able to SMS, make calls or receive calls or log on to any data network).
- 13.7.** All charges from the users account shall be taken in accordance with the prices listed from to time on the site. Separate charges may be taken depending on the services requested. Piranha SIM may make recalculations that might be necessary because of deductions on the account after receipt of further incoming funds or currency fluctuations.
- 13.8.** Piranha SIM allows the Customer to verify or check their prepaid account balance under process explained on the website; however these are only indicative balances as there may be charges incurred that have not be applied to your account at the time you check your balance.
- 13.9.** Refunds from account balances are not processed for 30 days to ensure that all charges relating to the account have been received and processed. All refunds are subject to correction of errors and customers remain liable to recharge of errors and unbilled items.
- 13.10.** If a Piranha SIM voucher is used to replenish the account, its nominal value is added as a prepayment instantly, once the customer has entered Pin number and no refund of Piranha SIM vouchers is permitted,
- 13.11.** Where a customer applies a voucher code or additional prepayment to the wrong phone number, the balance is instantly transmitted to that phone and cannot normally be retrieved. Piranha SIM is not liable in such event for any losses arising from such wrong credit. Any reimbursement, re-credit or change of balance in such circumstances, if given, is at the sole discretion of Piranha.

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## 14. Theft, Abusive Calls and Blocking

- 14.1. In case of theft or loss of the Customer's SIM card, the customer shall remain liable for all calls made until notification arises of the theft or loss by the customer (such notification shall require the customer's PIN number or secret password).
- 14.2. In case of theft of or damage to the Customer's SIM card, Piranha SIM shall not be obligated to provide compensation or reimbursement to the Customer for any prepaid services.
- 14.3. Piranha SIM can block the SIM card from further use only upon receipt of notification from the registered Customer.
- 14.4. In the event of abuse of any other user of telecoms or communications networks by a Piranha user, Piranha may block the relevant Piranha user and no right of compensation shall arise in such circumstances.
- 14.5. If the SIM card has been lost or stolen, the Piranha SIM may at their discretion transfer the remainder of the current balance to a new SIM card after blocking the old SIM-card, and transfer or preserve the number for future use.
- 14.6. The Provider shall charge the Customer for replacement and charge the SIM Theft Replacement Fee

## 15. Expiration of SIM card and credit

- 15.1. Duration of the Piranha SIM SIM card's validity is unlimited, as long as it is being used.
- 15.2. In the case of the SIM-card not being used for 150 days, or the balance not being refilled after falling below the minimum threshold, the prepaid card will be deactivated (but only after the customer is given a 14 day period of notice). If deactivation occurs, the Contractual relationship between Piranha SIM and the Customer for that account will be deemed terminated. No right of balance refund will be given in the event of deactivation, but at Piranha's discretion, it may choose to re-imburse the balance upon request, subject to an Administration Refund Fee being deducted from the balance.
- 15.3. Refunds will not be processed inside 30 days to allow all charges incurred at termination to be recovered.
- 15.4. Reactivation will be subject to a Re-activation charge.
- 15.5. Any refund or reimbursement request must be sent to Piranha Mobile by registered or signed-for letter to the Piranha Mobile address published from time to time, giving accurate and complete Banking return details, an Administration Refund Free will be charged for any refund.

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15.6. Requests for reimbursement must be made within 200 days of the SIM card's last use. After 200 days of non-use,

15.7. Piranha shall be entitled to re-use the Customer's number again for other clients.

## 16. Tariffs

16.1. All the tariffs and prices current rates, tariffs and prices for appropriate services and goods indicated are on the web-site at [www.piranahmobie.com](http://www.piranahmobie.com) and are binding on the Customer on publication.

16.2. The Customer hereby confirms that all payments for use of the services are to be made in according with existing price lists on the site from time to time.

16.3. Telephone voice communications are charged per minute and the time is rounded up to the next full minute.

16.4. There may be initial or monthly charges for the Piranha SIM call-back, VoIP or local numbers systems as provided for in the tariff notifications.

16.5. When using the Piranha SIM call-back system, Piranha VoIP or Piranha local number, all connected calls will be charged at the advertised rate on the site for that day. A connected call includes any call connected to your phone, including calls that are connected to a busy recipient. If your phone is not connected to, there will be no charge.

16.6. Incoming calls will be charged at the advertised rate.

16.7. SMS communication is based on 150 characters per message any messages over 150 characters will be sent and deemed as 2 or more SMS messages and standard SMS charges will apply.

16.8. Data communication will be charged at a minimum rate of 100KB per download.

16.9. Any extra numbers (number upgrades or local numbers) that the Customer has ordered on top of their free primary number will be charged a monthly fee and may also be subject to an initial set up fee as set forth in the tariffs.

16.10. Any changes to the customer's primary number will be subject to a Primary Number Change Fee.

## 17. Abusive System Use & Fair Use

17.1. Piranha SIM runs a very strict fair usage policy and any customer who abuses the free roaming service will have their service terminated without warning. (Details of calculations are available upon request from sales).

17.2. Piranha SIM reserves the right to collect any outstanding costs for abuse of this service or failure to abide by Fair Use Terms.

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**17.3.** Piranha SIM reserves the right to cancel the Contract at any time unilaterally and to block and/or retain funds from the Customer's balance if Piranha SIM has reason to believe that: the Customer has provided false data and/or is using the services of Piranha SIM with malicious intent and/or is using the services of Piranha SIM in violation of the Criminal Law and/or there are reasonable suspicions of unlawful use of the services and/or there is threat of damage to the equipment of Piranha SIM, roaming partners/operators or a threat to national security.

## **18. Liability and Force Majeure**

- 18.1.** Piranha SIM shall not be responsible for any delays as the result of failure of the roaming partners to perform their obligations if such delays or failures are caused by reasons beyond the control of the Piranha SIM. Instances of such reasons are power outages and unpredictable and unavoidable events beyond any control of Piranha SIM and circumstances for which Piranha SIM is not responsible, these are wars, acts of God, strikes, industry regulations, telecommunication networks failures that shall make Piranha SIM exempt from all liabilities and obligations to render services for the period of their duration. Should such failures last for a time longer than two weeks then either of the Parties can terminate the current Contract.
- 18.2.** The performance and quality of mobile services may be at certain times and locations influenced by radio signals, atmospheric and geographical conditions, technical and operational reasons (maintenance work, repairs, reaching the limit of power, power outages). The temporary shortages, downs, limitations or interruptions of services may occur due to emergencies and disasters or because of Force Majeure circumstances (including strikes, floods and fires). In such cases, the delay or loss of service is not deemed to be the default of Piranha, nor is the Customer eligible for reimbursement of charges or damages, reduction of prices, or any other claim against Piranha.
- 18.3.** If Piranha delays or suspends the service without reasonable excuse as determined by Piranha at its sole reasonable discretion, the Customer shall have the right to terminate the Contract in the event that the service remains wholly unavailable for 28 days, when the Customer shall be entitled to refund without any refund fees.
- 18.4.** Piranha shall not be responsible for or liable for any delays or default of roaming partners, if such delays and defaults caused by reasons beyond the control of Piranha SIM, nor shall Piranha SIM be responsible for the accuracy of the content

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or completeness of the content (information) obtained through the services of third parties.

**18.5.** Piranha shall not be responsible for or liable for any delays or default or failures of goods delivered by third parties including independent contractors.

**18.6.** Piranha shall not be responsible for technical failures to hardware provided by third parties or hardware covered by manufactures warranty. Piranha SIM will contact manufacturer on behalf of customer and follow up any customer complaints regarding hardware.

## **19. General**

**19.1.** All disputes arising from the Contract on the Piranha SIM shall be subject to arbitration and any dispute shall be referred to the London International Court of International Arbitration prior to issue of proceedings in Court.

**19.2.** The Parties agree that the only forum for any Court action shall be the courts of England, Scotland or Wales and each party consents to that venue and waives any right to contrary venue to the maximum degree permitted by law.

**19.3.** The General Terms and Conditions and supply and delivery of services are subject to the laws of England and all contrary legislation or conventions are excluded.

**19.4.** Any member of the Piranha Group shall be deemed to be a party to the contract upon notice but otherwise all Third Party rights including those under any Third Party Rights legislation are excluded.

**19.5.** This is the entire agreement between the parties and no verbal agreements are binding and no contrary terms shall apply unless signed in manuscript by a director.

**19.6.** All alterations and additions to the Contract and the General Terms and Conditions shall be made in writing only and binding on Piranha only if signed in manuscript by a director.

**19.7.** In the case of one or more clauses of these General Terms and Conditions becoming invalid for any legal reason, all other clauses of the General Terms and Conditions of Contract will remain in force without alterations.

These terms are provided by e-mail to all customers at the start of the contract before any deliveries.

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**CHARGES TARIFF TABLE:** (The Tariffs are updated from time to time on the Piranha website and binding when published on the site).

<u>Services</u>	<u>Service Charges</u>
1.1 VoIP will be charged per minute and rounded up to nearest minute.	£0.50 service charge per month
1.2 Faulty Goods Restocking Fee, goods returned as faulty and found not to be faulty will be subject to a Faulty Goods Restocking Fee	£15
1.3 Administration Refund Free	£10
1.4 False Business Declaration Charge	Phones £500 Sims £100
1.5 RMA Missing Charge	£50
1.6 Re-Activation Charge	£5.00
1.7 Basic Re-stocking Fee	20% of returns value
1.8 Hygiene Return Fees	variable up to 30% of phone value
1.9 Additional Numbers Numbering upgrades (purchasing of an extra number after purchase of first Piranha SIM card)	Initial Charge £5.00 per extra number and a £0.50 per month service charge per extra number
1.10 Local numbers based on a renewable 6 monthly contract	As detailed on the website
1.11 Primary Number Change Fee. i.e. changing your primary number from US number to UK will be charged,	£3.00 per activation
1.12 Set Up and Monthly Service Fees	As detailed on the website
1.13 Country Call Charges & Tariffs	As detailed on the website