



## *Terms and Conditions of Use of Primo Pay*



**These Terms and Conditions apply to all users of Primo Pay Card. By using your Primo Pay Card, you automatically accept these Terms and Conditions.**

**If you have any questions then please email: [primopay@welcomebreak.co.uk](mailto:primopay@welcomebreak.co.uk).**

In these Terms and Conditions, "Welcome Break" means Welcome Break Group Limited.

### **PRIMOPAY THERMAL MUG PROMOTION**

New card purchases and top up value of £10 or more will be entitled to a free thermal mug from 16<sup>th</sup> January 2008 until 23<sup>rd</sup> April 2008. However Welcome Break reserves the right to withdraw this promotion at any time and without notice. It is also subject to Primo Pay card and thermal mug availability. Shape and design of thermal mug may change. Thermal mug must be collected at time of purchase and one thermal mug per transaction. This promotion is also subject to terms and conditions as below:

#### **1 HOW DO I GET MY PRIMO PAY CARD?**

You can obtain your Primo Pay Card, free of charge, from any participating Coffee Primo outlet ("Participating Outlets"). The current list of Participating Outlets is set out in the Schedule to these Terms and Conditions.

#### **2 WHERE CAN I USE MY PRIMO PAY CARD?**

You can use your Primo Pay Card at any of the Participating Outlets.

Please note that your Primo Pay Card currently cannot be used in the Primo Express units within EAT IN restaurants unless specified within that unit.

#### **3 WHAT CAN I USE MY PRIMO PAY CARD FOR?**

You can use your Primo Pay Card to purchase any products available within Participating Outlets.

#### **4 HOW DO I CREDIT AND TOP-UP MY PRIMO PAY CARD?**

Before you can use your Primo Pay Card you will first need to credit it with funds, which you can do at any of the Participating Outlets either by cash, debit or credit card. Further tops-ups of credit to your Primo Pay Card should be carried out in the same manner.

Credits and top-ups are made in £5 units. The minimum value with which you can credit your Primo Pay Card each time is £5 and the maximum amount is £100; subject to an overall maximum credit value of £100 at any time on your Primo Pay Card.

Your Primo Pay Card is not a credit card, charge card or debit card.

#### **5 EXPIRY OF CREDIT**

Please note that if you do not use your Primo Pay Card to make a purchase in any of the Participating Outlets for a period of 12 months or more then your Primo Pay Card will cease to be valid and you will lose any credit that is stored on your Primo Pay Card. Such expired credit cannot be transferred to another Primo Pay Card or redeemed.

#### **6 HOW DO I CHECK THE BALANCE ON MY PRIMO PAY CARD?**

You can check the balance on your Primo Pay Card at any of the Participating Outlets during normal business hours by handing your Primo Pay Card to a member of staff, who will then scan it through the Primo Pay Card reader.

## **7 NO PART PAYMENT**

The credit value on the Primo Pay Card cannot be used as part payment. If there is insufficient credit value on your Primo Pay Card to pay for the items you wish to purchase in any of the Participating Outlets then you will be given the option either to top up the value on your Primo Pay Card or to use an alternative payment method.

## **8 CANCELLATION AND REDEMPTION**

Subject to paragraphs 5, 9 and 13, you can cancel your Primo Pay Card by returning it to us at Welcome Break Customer Services, 2 Vantage Court, Tickford Street, Newport Pagnell, Buckinghamshire MK16 9EZ. Once Welcome Break receives your request to cancel your Primo Pay Card, any unused credit on your Primo Pay card will be refunded to you by way of cheque provided: (i) the balance on your Primo Pay Card is at least £5; (ii) Welcome Break has no reason to suspect that you are engaged in fraudulent or other criminal activities; and (iii) Welcome Break is not prohibited from making such redemption by any applicable laws. Any applicable refund will usually be made by Welcome Break within 30 days of receipt of your Primo Pay Card.

## **9 LOSS, THEFT, DAMAGE**

In the event of loss, theft, fraud or other unauthorised use of your Primo Pay Card, Welcome Break will not replace the value of credit on the card. If your Primo Pay Card is damaged or ceases to operate then Welcome Break may, at its sole discretion, replace your Primo Pay Card and transfer any credit value stored on it to a new card. Circumstances in which Welcome Break may determine, in its sole discretion, that it will not replace your Primo Pay Card include those where it reasonably believes that the notified incident has been caused by your wilful breach of these Terms and Conditions or if there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct. Alternatively Welcome Break may, at its sole discretion, make a refund payment in respect of any outstanding value stored on your Primo Pay Card.

If Welcome Break agrees to replace your Primo Pay Card, a replacement card will be delivered to your home address, usually within 30 days of you first notifying Welcome Break Limited of the incident.

Replacement cards will be posted to your home address only. Welcome Break reserves the right to charge a replacement card fee for each replacement card in the event that you are issued with more than two replacement cards within any 6 month period.

## **10 NO USE OF YOUR PERSONAL INFORMATION**

We will not collect any personal information on you in relation to the Primo Pay Card and therefore you will not be subject to any marketing from Welcome Break arising out of the use of your Primo Pay Card.

## **11 COMPLAINTS PROCEDURE**

Any questions or complaints in relation to your Primo Pay Card should be sent in writing or by email to Welcome Break Customer Services at 2 Vantage Court, Tickford Street, Newport Pagnell, Buckinghamshire MK16 9EZ, or [primopay@welcomebreak.co.uk](mailto:primopay@welcomebreak.co.uk)

## **12 LIABILITY OF WELCOME BREAK**

12.1 To the fullest extent permissible by applicable law, all warranties, conditions or other terms implied by law are excluded and Welcome Break shall not be liable for any loss, theft, damage or unauthorised use of your Primo Pay Card or any acts, omissions, faults or failures beyond its reasonable control.

12.2 If Welcome Break is liable to you for any reason in connection with your Primo Pay Card (other than death or personal injury arising from its negligence), its liability will be limited to the then current value of the credit stored on your Primo Pay Card.

12.3 Notwithstanding any other provision of these Terms And Conditions, Welcome Break does not attempt to exclude or limit its liability for death or personal injury resulting from its negligence in any way.

## **13 TERMINATION OF PRIMO PAY CARD**

Welcome Break shall be entitled, on not less than one month's notice, to terminate the Primo Pay Card Scheme. Notice of termination of the Primo Pay Card Scheme shall be made via the Participating Outlets and on the Welcome Break website ([www.welcomebreak.co.uk](http://www.welcomebreak.co.uk)). Requests for a refund for any credit value stored on your Primo Pay Card may be made in accordance paragraph 8 above, for up to 3 months following the termination of the Primo Pay Card Scheme.

## **14 MISCELLANEOUS**

14.1 The Terms and Conditions applicable to the use of a Primo Pay Card shall at any time be the terms and conditions published on the Welcome Break website ([www.welcomebreak.co.uk](http://www.welcomebreak.co.uk)). Welcome Break may amend or vary the Terms and Conditions from time to time provided that your rights are not materially adversely affected.

14.2 Welcome Break may assign its rights and/or transfer its obligations under these Terms and Conditions to any third party. This will not adversely affect your rights or obligations under these Terms and Conditions.

14.3 Any waiver or concession Welcome Break may allow will not affect its rights under these Terms and Conditions.

## **15 GOVERNING LAW**

These Terms and Conditions shall be governed by and interpreted in accordance with English Law.

## *Participating Outlets*

### **Current participating outlets are:**

Abington M74 Junction 13  
Birchanger Green M11 Junction 8  
Burtonwood M62  
Cardiff Gate M4  
Charnock Richard M6 Junction 27/28  
Corley M6 Junction 3/4  
Derby A50  
Eurotunnel Folkestone M20 in Passenger Terminal  
Fleet M3 Junction 4a/5  
Gordano M5 Junction 19  
Gretna Green A74/M Junction 21/22  
Hartshead Moor M62 Junction 25/26  
Hopwood Park M42 Junction 2  
Keele M6 Junction 15/16  
Leicester Forest East M1 Junction 21/21a  
London Gateway M1  
Membury M4 Junction 14/15  
Michaelwood M5 Junction 13/14  
Newport Pagnell M1 Junction 14/15  
Oxford M40 Junction 8a  
Sedgemoor M5  
Sarn Park M4 Junction 36  
South Mimms M25 Junction 23  
Telford M54  
Warwick M40 Junction 12/13  
Woodall M1 Junction 30/31