

Telecommunications Scheme 2011 Section 4

Part 12.2.1

eircom Talktime

The company may provide a facility, in this Scheme (referred to as "**eircom Talktime Facility**" or, in this Part 12.2.1 of Section 4 of this Scheme, "the Facility") to telephone customers generally or to such groups of telephone customers as it shall determine whereby a telephone customer connected to the fixed line network may, on payment of a Charge, avail of a tariff scheme entitling it to certain Benefits and Features together with a Rental Allowance on a single telephone account. The eircom Talktime Facility is a tiered facility and shall consist of eircom Talktime 15c, eircom Talktime Weekender, eircom Talktime 200, eircom Talktime After Hours, eircom Talktime Anytime, eircom Talktime Family, eircom Talktime Friends, eircom TalkTime Talker, eircom TalkTime Chatter, eircom Talktime Mobile, eircom TalkTime Everyday, eircom Talktime International (the 100 international minutes is to 40 listed destinations, as set out in Part 14.2 of Section 1 of this Scheme) and eircom Talktime UK, eircom Talktime Anytime UK (each one a Level). The eircom Talktime Weekender, eircom Talktime Anytime, eircom Talktime After Hours, eircom Talktime Family, eircom Talktime Friends, eircom Talktime UK, eircom Talktime Anytime UK and eircom Talktime International are only available on accounts with one single telephone line which is used exclusively for non-business purposes and which is either a PSTN or an ISDN BRA/Hi-speed line (a qualifying account). eircom Talktime 15c, eircom TalkTime 200 and eircom Talktime Mobile, eircom Talktime UK, eircom Talktime Anytime UK and eircom Talktime International are only available on accounts which are used exclusively for non-business purposes.

1. The Customer hereby agrees to avail of the Facility, subject to the provisions of the Telecommunications Scheme in force for the time being (hereinafter referred to as "the Regulations"). The Regulations may be viewed on www.eircom.ie/pricing. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of these terms and conditions.
2. The Customer shall, without prejudice to the Customer's right to terminate this Agreement under due notice, pay on demand such Charges as may be fixed from time to time by or, in accordance with the Regulations in respect of the Facility.

(Effective from 30/11/09)

3. The Charge shall be applied in the following manner:

3.1 Rental Allowance

3.1.1 By crediting to the Customer a Rental Allowance and the balance to be applied by way of Benefits and Features;

(a) Where the level of the facility selected by the Customer is either eircom Talktime 15c, eircom Talktime 200 or eircom Talktime Mobile the following provisions shall apply: where the Customer rents more than one telephone exchange line from eircom on a single account and a Rental Allowance has been credited to the Customer as part of the Facility, the Customer shall be obliged to discharge its indebtedness to eircom in respect of the balance of the lines on the account at standard rates.

The account to which the Facility applies must contain either a PSTN or an ISDN BRA (Basic Rate Access) telephone exchange line. Where the account contains both a PSTN and an ISDN BRA telephone exchange line, the Customer may only avail of the ISDN BRA variant of the Facility and the Charge shall be applied in the first instance by way of Rental Allowance to discharge the ISDN BRA exchange line rental on one (1) such telephone exchange line. For the avoidance of doubt the Rental Allowance is available in respect of an ISDN Hi-Speed telephone exchange lines and is not available in respect of ISDN FRA (Fractional Rate Access) or ISDN

PRA (Primary Rate Access) telephone exchange lines, however, call traffic transmitted over these telephone exchange lines may, where eligible, benefit from the Facility;

(b) Where the level of the facility selected by the Customer is either eircom TalkTime Weekender, eircom Talktime Anytime, eircom Talktime After Hours, eircom Talktime Family, eircom Talktime Friends, eircom TalkTime Talker, eircom TalkTime Chatter, eircom TalkTime Everyday, eircom Talktime UK, eircom Talktime Anytime UK or eircom Talktime International the following provisions shall apply:

The Rental Allowance will be applied to discharge the ISDN BRA/PSTN exchange line rental on the telephone exchange line on the account benefiting from the facility. For the avoidance of doubt the Rental Allowance is available in respect of an ISDN Hi-Speed telephone exchange line and is not available in respect of ISDN FRA (Fractional Rate Access) or ISDN PRA (Primary Rate Access) telephone exchange lines.

(Effective from 30/11/09)

3.2 The Customer shall select the Level of the Facility which it wishes to avail of and eircom shall, automatically, apply the Benefits and Features as are appropriate to the Level selected by the Customer to the Customer's Account.

3.3 Benefits and Features

3.3.1 The Benefits and Features applicable to each Level are as set out in Part 14.2 or 15.1 of Section 1 as appropriate.

3.4 Once the Customer has exhausted the Call Minutes applicable to the level of the Facility, which it has selected, minutes in excess of the Call Minutes shall thereafter be charged at rates as set out in Part 14.2 or 15.1 of Section 1 as appropriate of this Scheme.

3.5 In the event of All-Ireland Call Minutes not being exhausted by a customer availing of eircom Talktime 200, any unused All-Ireland Call Minutes cannot be carried forward to the next or any subsequent Billing Cycle. In the event of All-Ireland Call Minutes and Call Minutes to national cellular radio telecommunications networks not being exhausted by a customer availing of eircom TalkTime Mobile, any unused Call Minutes cannot be carried forward to the next or any subsequent Billing Cycle. In the event of 100 international minutes Call Minutes not being exhausted by a customer availing of eircom Talktime International any unused International minutes cannot be carried forward to the next or any subsequent Billing Cycle

3.6 Customers availing of eircom Talktime 200, eircom Talktime Mobile, eircom Talktime Anytime, eircom Talktime After Hours, eircom Talktime Family, eircom Talktime Friends, eircom Talktime International and eircom UK may as part of the Facility avail of an eircom mailbox. In the event that the Customer does not activate the Phone Service available to it as part of the Facility in a Billing Cycle, such phone service shall be deemed to have been forfeited by the Customer in respect of the Billing Cycle in which it remained unused.

(Effective from 30/11/09)

For the avoidance of doubt, this feature is not available to Customers availing of the 'eircom TalkTime Talker', 'eircom TalkTime Chatter', eircom TalkTime Everyday, 'eircom Talktime 15 cent', 'eircom Talktime Weekender' levels of the facility or current eircom Talktime Family and eircom Talktime Friends customers who applied for the Facility after the 20th of April 2009.

3.7 Customers availing of the eircom Talktime Facility may avail of unlimited SMS messages to all landline numbers and reduced SMS rates to Fixed to Mobile as outlined in Part 14.2 or 15.1 of Section 1 as appropriate. For the avoidance of doubt, this feature is not available to Customers availing of the 'eircom TalkTime Talker', 'eircom TalkTime Chatter' levels where standard SMS rates apply.

4. General

4.1

It shall be a condition of the application of the Facility that Customers availing of this Facility shall not be entitled to avail of any discount facility, which may be available in respect of eligible eircom Talktime Calls or any other calls in respect of which the Customer avails of reduced rates as part of this Facility PROVIDED ALWAYS that this prohibition shall not apply to a Customer who avails of the eircom Social Benefit Scheme. Where the eircom Social Benefit Scheme applies, the full Call Allowance will be deducted from the Charge.

b) The customer may only avail of the eircom Talktime Anytime, eircom Talktime After Hours, eircom Talktime Family, eircom Talktime Friends, eircom TalkTime Talker, eircom TalkTime Chatter, eircom TalkTime Everyday, eircom TalkTime Weekender, eircom Talktime International, eircom Talktime UK, eircom Talktime Anytime UK levels of the Facility once i.e. in respect of 1 QUALIFYING ACCOUNT only, irrespective of the number of accounts they may have. For the avoidance of doubt, if the customer applies to avail of eircom Talktime Anytime, eircom Talktime After Hours, eircom Talktime Family, eircom Talktime Friends, eircom TalkTime Talker, eircom TalkTime Chatter, eircom TalkTime Weekender, eircom Talktime International, eircom Talktime levels of the Facility in respect of a second or subsequent account, such Facility shall not be provided to the Customer.

(Effective from 30/11/09)

4.2 The Customer may select an alternative Level on giving notice to eircom of its revised selection. eircom will use its best endeavors to implement the Customer's choice of Level so as to be available for the next Billing Cycle but cannot give a guarantee that where an alternative Level is selected such Level shall be included on the Customer's next Bill Cycle, after selection.

5. The Facility will be implemented on the Customer's account as soon as possible after a sufficient period is allowed to set-up the Customer. Once implemented all calls made by the Customer in the Billing Cycle in which the Customer commences to avail of the Facility shall, where eligible to avail of the Facility be charged for at the rates provided for in the Facility.

6. (a) eircom may at its absolute discretion withdraw the Levels of the Facility from a customer account where the usage of the Facility on the account exceeds a specified duration. The duration thresholds are 100 hours per month of All Ireland calls for eircom Talktime Anytime, eircom TalkTime Talker, eircom Talktime Family, eircom Talktime Everyday and eircom Talktime Anytime UK, 40 hours per month of All Ireland calls for eircom Talktime After Hours, eircom TalkTime Chatter and eircom Talktime Friends and 20 hours per month of All Ireland calls for eircom Talktime Weekender.

(b) Without prejudice to clause 7 below, eircom may at its absolute discretion, without further notice to the customer, withdraw the eircom Talktime UK facility from a customer account where the usage of the Facility on the account exceeds 40 hours per month of All Ireland calls. It is a provision of the eircom Talktime UK level of the Facility that calls to UK fixed lines in excess of 1,000 minutes per month are charged at 10.04c per minute. It is a provision of the eircom Talktime Anytime UK level of the Facility that calls to UK fixed lines in excess of 2,000 minutes per month are charged at 10.04c per minute.

(c) (i) Applicable only to current eircom Talktime Family customers who applied for the Facility between the 6th of October 2008 and the 31st of March 2009: Without prejudice to clause 7 below, eircom may at its absolute discretion, without further notice to the customer, withdraw the eircom Talktime Family facility from a customer account, where the relevant usage of the Facility on the account exceeds 500 minutes per month of anytime calls to Meteor and / or eMobile. The eircom Talktime Family facility will offer Anytime calls to Meteor and / or eMobile Customers subject to a maximum call duration of 60 minutes after which charges as set out in Section 1 Part 15.1 of this Scheme will apply to the duration in excess of 60 minutes.

(Effective from 29/09/10)

(c) (ii) Applicable only to current eircom Talktime Family customers who applied for the Facility after the 20th of April 2009: Applicable call rates are available in Section 1, Part 14.2 of the Telecommunications Scheme. Calls to Meteor and / or eMobile in excess of 200 minutes per month of Anytime calls shall be chargeable as set out in Section 1, Part 14.2 of the Telecommunications Scheme.

(d) (i) Applicable only to current eircom Talktime Friends customers who applied for the Facility between the 6th of October 2008 and the 31st of March 2009: Without prejudice to clause 7 below, eircom may at its absolute discretion, without further notice to the customer, withdraw the eircom Talktime Friends facility from a customer account where the relevant usage of the Facility on the account exceeds 500 minutes per month of off-peak calls to Meteor and / or eMobile. The eircom Talktime Friends facility will offer calls off-peak calls to Meteor and / or eMobile Customers subject to a maximum call duration of 60 minutes after which charges as set out in Section 1 Part 15.1 of this Scheme will apply to the duration in excess of 60 minutes.

(ii) Applicable only to current eircom Talktime Friends customers who applied for the Facility after the 20th of April 2009: Applicable call rates are available in Section 1, Part 14.2 of the Telecommunications Scheme. Calls to Meteor and / or eMobile in excess of 200 minutes per month of off-peak calls shall be chargeable as set out in Section 1, Part 14.2 of the Telecommunications Scheme.

7. (a) Applicable only to current eircom Talktime Family and eircom Talktime Friends customers who applied for the Facility between the 6th of October 2008 and the 31st of March 2009: The eircom Talktime family and eircom Talktime friends level of the Facility are made available as permanent offers to those customers who sign up between 6th October 2008 and 31st March 2009. eircom reserves the right to amend the eircom Talktime family and eircom Talktime friends level of the Facility in accordance with standard notification arrangements.

(Effective from 29/09/10)

(b) Applicable only to current eircom Talktime Family and eircom Talktime Friends customers who applied for the Facility after the 20th of April 2009: The eircom Talktime family and eircom Talktime friends level of the Facility are made available as permanent offers to those customers who sign up after 20th of April 2009. eircom reserves the right to amend the eircom Talktime family and eircom Talktime friends level of the Facility in accordance with standard notification arrangements.

8. For out of package calls (Out of package calls are all calls other than Free mobile Minutes and Local & National calls included in the package) the following applies :-

(i) call charges are on a per-minute basis, and all charges are rounded up to the nearest whole minute.

(ii) In addition, charges per call are rounded up to the next cent prior to the addition of the Set-Up fee.

9. (i) For eircom Talktime Basic, Talktime Friends, Talktime Weekender, Talktime Afterhours, Talktime UK, Talktime International peak hours are from 8am to 6pm Monday to Friday. (ii) For all other eircom Talktime Plans peak hours are from 7am to 7pm Monday to Friday including Public and Bank Holidays.

10. This Agreement is terminable by the Customer giving notice to eircom. The Company shall give the Customer thirty (30) days' notice of its intention to terminate the Facility on the Customer's account. The Facility shall terminate on the expiry of the thirty (30) days notice.

On termination of this Agreement by either party all calls charged for in the Billing Cycle in which the Facility has been terminated shall be charged for at standard rates, associated features of the Facility shall no longer apply to the Customer save and except for the eircom Mailbox which shall remain on the Customer's exchange line and shall be charged for at standard rates, unless expressly terminated by the Customer.

11. These terms and conditions together with Part 14.2 and 15.1 of Section 1 of this Scheme as appropriate constitutes the entire agreement between the parties in relation to the Facility.

12. The Customer shall be given at least twenty one (21) days' notice of any amendment to the Facility.

(Effective from 11/03/11)