

## Terms and Conditions for Telephone Service

1. The subscriber (hereafter referred to as the "Customer"), offers to hire from eircom Ltd having its registered company address at 1 Heuston South Quarter, St John's Road, Dublin 8, Ireland (hereafter referred to as "eircom") the telecommunications line and equipment described overleaf subject to these Terms and Conditions; the provisions of the Telecommunications Scheme in force, as amended from time to time (hereinafter referred to as the "Regulations"); and any legislation applicable thereto (together "the Agreement"). A copy of the Regulations may be inspected at eircom, 1 Heuston South Quarter, St John's Road, Dublin 8, Ireland; by visiting [www.eircom.ie/termsandconditions](http://www.eircom.ie/termsandconditions); or contacting the eircom Customer Information Services on freephone 1800 203105.
2. Use by the Customer or by another person (whether or not such a person is acting with the authority of the Customer) of any telecommunications service provided by eircom, shall be deemed to constitute an acceptance of this Agreement. This Agreement shall be deemed to commence on the date the service has been first provided and the services will continue unless and until terminated pursuant to this Agreement.
3. The Customer agrees (without prejudice to the Customer's right to terminate the Agreement in accordance with Clause 4 below) to pay on demand:
  - a. such charges as may be fixed from time to time by or in accordance with the Regulations in respect of calls made by means of the telecommunications line;
  - b. such charges as may be fixed from time to time by or in accordance with the Regulations in respect of facilities and other services obtained by means of the said telecommunications line; and
  - a. in advance, such telecommunications line and equipment rental charges as may be fixed from time to time by eircom.
4.
  - 4.1 The Agreement, subject to Clauses 4.2 and 6 below may be terminated in accordance with the Regulations or otherwise by either party giving to the other one month's prior notice in writing requesting termination of the Agreement. If the Agreement is terminated, eircom will refund any monies owed to the Customer; after first deducting any monies the Customer owes to eircom under this Agreement or any other agreement which eircom has with the Customer. If no monies are due to the Customer, eircom reserves the right to seek any monies due by the Customer to eircom as a debt due to eircom.
  - 4.2 A minimum term contract of six months, from the completion of your order, applies to all PSTN Residential lines provided on or after the 1<sup>st</sup> October 2009. A minimum term contract of twelve months, from the completion of your order, applies to all PSTN Residential lines provided on or after the 22<sup>nd</sup> August 2011. Customers subject to a minimum term contract will be liable for, and agree to pay to eircom, a termination charge if the Agreement is terminated during the relevant minimum period. The maximum applicable termination charge is the Residential PSTN rental due for the unexpired portion of the minimum term. The Customer can obtain further information on the Residential PSTN service minimum term contract at [www.eircom.ie/phonelinefaqs](http://www.eircom.ie/phonelinefaqs) or by contacting freephone 1901.
5. One month's notice will be given to the Customer of any increase in either the charges for calls made from the telecommunications line rented by the Customer or in the rentals for the telecommunications line(s) or equipment. Full details of all eircom's current charges can be obtained by visiting [www.eircom.ie/pricing](http://www.eircom.ie/pricing) or by contacting freephone 1901 (Residential Customers) or freephone 1800 601 701 (Business Customers). The Customer may terminate this Agreement without charge, by serving notice in writing prior to the date of implementation of any changes notified by eircom to Terms and Conditions. The Customer shall be deemed to have accepted any implemented changes, by continuing to use the Services.
6. The Customer agrees that any notice which may be given by eircom under this Agreement shall be deemed duly given or tendered to the Customer if published in the Irish national morning daily newspapers, whether such notice is seen by the Customer or not, or if sent by ordinary post, to the Customer's usual or last known place of address.
7. Unless otherwise agreed or eircom otherwise decides, all monies due to eircom by the Customer become payable as soon as an account or demand therefor is issued to the Customer. Unless otherwise agreed or eircom otherwise decides, payment shall be due within fourteen days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms.
8. Where after an account in respect of any telecommunications service has been issued to the Customer is not paid in full within 14 days; eircom may, by notice (in so far as is practicable) to the Customer suspend all or part or any telecommunications services provided to the Customer and in the case of any such suspension,

may, in respect of restoration of such service or services, require security or advance payment and may make the appropriate charges provided for in the schedules to the Telecommunications Scheme. In the event that the Customer disputes an account based on reasonable grounds, eircom will use its reasonable endeavours to resolve the matter with the Customer in advance of exercising its right to suspend or end the service or the agreement for non-payment.

9. In the event of any period of restriction or temporary suspension of service for non-payment by the Customer of any monies due to eircom under this Agreement or any other agreement the Customer has for the provision of services by eircom, the Customer shall continue to pay the telecommunications line and equipment rental charges during such period and eircom reserves the right to set off such monies due to eircom from any monies due by eircom to the Customer (if any) or to recover payment as a debt due by the Customer to eircom.
10. Where after an account in respect of any telecommunications service has been issued to the Customer is not paid in full within 21 days; eircom may terminate at any time thereafter any or all agreements with the Customer, by notice (in so far as is practicable) to that effect as and from the date of such notice and may thereupon cease to provide telecommunications services to the Customer. eircom shall also be entitled to recover from the Customer forthwith all telecommunications lines, fixtures and accessories together with the balance of any sum of money, fee, charge, subscription, expense or damages due in accordance with the terms of such agreements.
11. eircom will provide the service by the date agreed with the Customer. Where a site survey is required, eircom will agree the date following a survey of the premises. Provision of the service is at all times subject to availability of appropriate facilities and eircom reserves the right to decide on the method by which service will be provided. The Customer can obtain further information on the public switched telephone network ("PSTN") service and eircom's Customer Service Guarantee on [www.eircom.ie](http://www.eircom.ie) or freephone 1901 (Residential Customers) or freephone 1800 601 701 (Business Customers). Under the terms and conditions of eircom's Customer Service Guarantee, in the event that eircom fails to connect the service within 10 (ten) working days of agreeing to do so, the Customer may claim a credit of 2 (two) months free rental charge, subject to the exclusions as set out in the Customer Service Guarantee. The appropriate credit will be applied to the Customer's next telephone bill.
12. The Customer must report a fault with the service by contacting freephone 1901 or by logging the fault on line on [www.eircom.ie](http://www.eircom.ie). If the Customer reports a fault in the service, eircom will use its reasonable endeavours to respond in accordance with the level of repair service which applies to that particular product as set out below:-
  - a. eircom provides a Customer Service Guarantee for PSTN fault repair, details of which are available at [www.eircom.ie](http://www.eircom.ie) or by contacting freephone 1901 (Residential Customers) or freephone 1800 601 701 (Business Customers). Under the terms and conditions of eircom's Customer Service Guarantee, eircom will use reasonable endeavours to rectify, to the extent that it is reasonably possible, faults to the service within 2 (two) working days. Should eircom fail to achieve this, the Customer can claim credit of 2 (two) months line rental, subject to the exclusions as set out in the Customer Service Guarantee. The appropriate credit will be applied to the Customer's next telephone bill.
  - b. Details of the service delivery timelines and the fault repair processes for eircom integrated services digital network ("ISDN") service are outlined in the ISDN Terms & Conditions which can be obtained by visiting <http://business.eircom.net/SME/products/voice> or by contacting freephone 1800 601 701.
13. eircom will try to resolve any dispute with the Customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two working days of receipt. The Customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eircom's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting [www.eircom.net/codeofpractice](http://www.eircom.net/codeofpractice). The Customer can log a complaint by contacting freephone 1901 (Residential customers) or freephone 1800 601 701 (Business customers) or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.

**Data Protection**

1. eircom offers a calling line identification service that will allow your phone number to be seen automatically by the person you are calling. To see your number, the person you are calling must be signed up to the Caller Display and have the appropriate equipment. If you do not wish your number to be seen please tick the box.
  
2. To keep you up to date about our products, services, special offers and price reductions, eircom and its related companies may retain and use your details in order to contact you from time to time.
  - a. If you do not wish to be contacted while you are an eircom customer, please tick this box.
  - b. If you do not wish to be contacted, post termination of the customer services Agreement, please tick this box.
  
3. Third parties are allowed to use the National Directory Database (NDD) for direct marketing. eircom can place an indicator next to your NDD entry advising third parties that you do not wish your details to be used for this purpose. If you want an indicator placed beside your directory entry, please tick this box (Ex-directory customers automatically have this indicator).
  
4. The information within the Phonebook, (which is compiled from the National Directory Database) is also passed on to other companies who operate a telephone number information (Directory Enquiry) service.

During your application for telephone service:

- If you chose to be 'Listed' it means that your details will appear in the Phonebook and will also be available on Directory Enquiry Services
- If you chose to be 'Unlisted' it means that your details will not appear in the Phonebook but will be available on Directory Enquiry Services
- If you chose to be 'Ex-Directory' it means that your details will not appear in the Phonebook nor will it be available on Directory Enquiry Services. Your information will be flagged automatically for 'no marketing telephone calls' in the NDD

Regardless of which Telephone Directory option you chose when applying for service, if you have opted to have a 'no marketing telephone calls' indicator set against your telephone number in the NDD (Paragraph 3 above) you should not receive marketing calls from companies with whom you do not have a commercial or business relationship.

**Service Enhancements**

eircom offers a Remember Me feature that we can add to your eircom account. This means that when you need to contact eircom in the future, you will not have to provide your telephone or account details to the freephone 1901 speech system, each time you call from this telephone line, as you will be automatically remembered. You should be aware that anyone who calls eircom from this telephone line would have access to your account. If you do not wish your details to be remembered please tick the box.

If you change your mind later, please contact us at 1901 and one of our customer service representatives will turn the service on or off as required.