

# Standard eir Broadband Terms and Conditions

## 1.1 In this Agreement:

**“Acceptable Usage Policy”** means eir’s acceptable usage policy which can be found at [www.eir.net/policy](http://www.eir.net/policy).

**“ADSL”** means an asymmetric digital subscriber line.

**“Agreement”** means these terms and conditions set out herein, eir’s General Terms and Conditions of Service in force for the time being as may be amended from time to time, the Acceptable Usage Policy, the terms and conditions of any applicable Service and the provisions of any legislation applicable thereto between eir and the Customer for the provision and where applicable, for the installation of the Facility.

**“Charges”** means the Rental, Connection Charge and any other charge payable by the Customer to eir hereunder for use of the Facility.

**“Connection Charge”** means the once off non-recurring charge payable by the Customer for initial provision and where applicable, installation of the Facility.

**“Content”** means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

**“Customer”** means the person with whom eir makes has made or is deemed to have made an agreement for the provision to such person of the Facility and also means a person to whom such facility has been or is being provided.

**“Customer Care Code of Practice for Complaint Handling”** means eir’s customer care code of practice for complaint handling which can be found at [www.eir.net/codeofpractice](http://www.eir.net/codeofpractice).

**“DSL”** means Digital Subscriber Line

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**“eir broadband”** means the Facility.

**“Facility”** means the provision of an ADSL, or an FTTC or an FTTH line at the Premises to enable the Customer to avail of the Service.

**“FTTH”** means Fibre to the Home.

**“FTTC”** means Fibre to the Cabinet.

**“Full-Install”** means the installation of the Facility at the Premises by an eir technician.

**“Initial Period”** means minimum twelve calendar months from the RFS date.

**“Internal Wiring”** means any wiring provisioned by eir within the Premises relating to the installation of Facility.

**“Internet”** means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

**“Kit”** means equipment comprising of, inter alia, hardware and software.

**“NGA”** means Next Generation Access.

**“NTU”** means Network Termination Unit.

**“ONT”** means Optical Network Terminal.

**“Order”** means the Customer’s order for the Facility in accordance with eir’s order form.

**“Premises”** means the location where the Facility is provided.

**“Price List”** means eir’s price list for the Facility and the Service which is set out at [www.eir.net/group/pricing](http://www.eir.net/group/pricing).

**“Ready for Service date”** or “RFS date” means the date on which eir establishes the Facility for the Customer.

**“Rental”** means the recurring charge payable by the Customer to eir in respect of the Facility.

**“Self-Install”** means the provision of a Kit by eir to the Customer to enable the Customer to carry out the installation of the Facility at the Premises.

**“Service”** means high speed Internet access at a level selected by the Customer.

**“Welcome Letter”** means any letter supplied to the Customer with the Kit.

- 1.2** This Agreement shall be governed by and construed in accordance with Irish law.
- 1.3** The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.4** The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.
- 2.1** The Customer hereby agrees to avail of the Facility subject to the terms of the Agreement. The eir Price List can be accessed on [www.eir.ie/pricing](http://www.eir.ie/pricing) or by dialling the eir Customer Information Service on Freefone 1800 203105 or inspected at eir limited, 1 Heuston South Quarter, St. John's Road, Dublin 8. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of this Agreement.
- 2.2** The Facility shall be provided either by way of (i) a Full-Install which is dependent on the Customers Internal Wiring at the Premises or where deemed necessary by eir in order to complete installation of the Facility at the Premises or (ii) by way of Self-Install. Where the Premises is served by a monitored alarm, the Customer may have to avail of the Full-Install. The requirement for a Full-Install will be confirmed, in advance, in consultation with your sales agent. Where a Full-Install option is necessary and has been completed, it is the responsibility of the Customer to ensure that the monitored alarm is functioning correctly once the Facility has been installed.
- 2.3** Where an active telephone service is provisioned in conjunction with an Internet service the Customer can access the emergency services free of charge by dialling 999 or 112. When the Customer dials the emergency numbers, to comply with regulations, eir will forward the installation address details of the calling number to the emergency services. Where the Customers is using a DECT Phone (Digital Cordless Telephone), which requires an electric power supply, the Customer may be unable to make calls, in the event of a power interruption or outage at or to the Premises. Where an Internet only service is provisioned and there is no active telephone service, the Customer will not have access to emergency service numbers. Where an Internet only service is provisioned and there is no active telephone service, the Customer will not have the use of a working PSTN line and therefore any ancillary services that were originally connected to the PSTN line will be incompatible with Standalone Broadband e.g. monitored alarms, medical alarms, Sky TV Box, Credit card machines or any other Ancillary services to the PSTN line ("Ancillary Service"). eir accepts no responsibility eir Price List for the consequences of an Ancillary Service including any monitoring alarm failing to operate as per specification after Standalone Broadband is installed'.
- 2.4** The Service is available at different levels on the Facility. Each level of Service has a particular bandwidth and a monthly upload and monthly download limit. The Customer shall select the level of the Service it wishes to avail of and shall inform eir of its selection. The Customer agrees to be bound by the terms and conditions, the charges, the monthly upload and monthly download limits attaching to its selected level of the Service. In the event that Customer usage exceeds the download/ upload limits attaching to its selected level of the Service, eir may, without prejudice to its right to charge the Customer for the excess usage in accordance with the Service terms and conditions, may request the Customer to select a level more appropriate to its usage. In the event of the Customer refusing or neglecting to select an alternative level of the Service, eir may, upon due notice, terminate the provision of the Facility to the Customer. Customers who have 12Khz pulse monitoring on their line and request the Facility will have the 12Khz Pulse monitoring removed automatically. See above to view a list of product specifications and pricing.
- 2.5** The Customer may change the level of the Service selected by it on giving at least five (5) days' notice to eir. There shall be no charge payable to eir by the Customer for an upgrade of a level. A fee, as set out above, shall be charged by eir and paid by the Customer in respect of a downgrade of a level. This will include a move from a telephone service plus Internet service to an Internet only service.
- 2.6** The Customer will pay eir the charges for the Service which apply from time to time. Full details of all eir's current charges for the Service can be obtained by visiting the eir Price List or by contacting Freefone 1901 (Residential Customers), Freefone 1800 601 701 (Business Customers) or 1800 255 255 (Enterprise Customers). Unless otherwise agreed or eir otherwise decides, all monies due to eir by the Customer become payable as soon as an account or demand thereof is issued to the Customer.
- Unless otherwise agreed or eir otherwise decides, payment shall be due within fourteen (14) days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view their phone bill, the methods of payment and make a payment by Laser/Visa Debit Card or set up a Direct Debit by visiting [www.eir.ie/](http://www.eir.ie/).
- 2.6(a)** In respect of subscribers for the eir Fibre Service, eir reserves the right at its absolute discretion, to insist on payment by direct debit. Subscribers to the eir Fibre service must authorise eir to alter their direct debit instructions to according to the Charges payable from time to time for the eir Fibre Service. eir will notify your relevant bank or building society each month of the sums due to us from your account. We are entitled to charge you a reasonable administration fee if your direct debit order fails or you otherwise default in making payments to us. If your bank or building society is unable to make payment in any one month we reserve the right to immediately suspend any direct debit facility and demand a different method of payment.
- 2.7** eir 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 (2) working days of receipt by eir. 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 eir's Customer Care Code of Practice for Complaint Handling. The Customer can log a complaint by contacting Freefone 1901 (Residential customers) or Freefone 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 or resolve the dispute the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.

- 2.8** Where the provision of the Kit includes a free WiFi Modem or similar, such WiFi Modem shall only be available in respect of the Customer's first-time connection to the Facility.

In the case where the Customer uses a third party modem rather than an eir supplied modem, the Customer will need to ensure that the modem works correctly on the eir network and that it is T-REC-G-993.5 compliant. Where third party modems connected to the eir broadband network are found not to be T-REC-G-993.5 compliant, eir reserves the right to disconnect the third party modem from the eir network without notice.

- 3.1** This Agreement shall commence on the Ready for Service date and shall be for the Initial Period. After the expiry of the Initial Period the Agreement shall continue in full force and effect until terminated in accordance with the Agreement

- 3.2** The Customer may cancel the Order for the Facility at any time prior to the RFS date. In the event of such cancellation by the Customer, or any cessation during the Initial Period, the Customer shall be obliged to return any Kit, which may have been provided by eir. Any Kit shall be returned to eir by posting it to the freepost address detailed in the Welcome Letter. In the event of any Kit not being returned to eir within fourteen (14) days of the cancellation of the Order, the Customer shall be charged by eir and shall pay to eir such sum as is set out in the Price List as being the charge payable in respect of the non-return of any Kit.

- 4.1** The Customer agrees to provide eir and its agents with all such information and co-operation including, inter alia, suitable Premises, equipment and services as eir may reasonably require from time to time enabling it to provide the Facility. eir may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.

- 4.2** On the placing of the Order, the Customer shall be provided with:

- (a) (Where applicable) An appointment date suitable to both eir and the Customer where eir can attend the Premises for installation of the Facility.
- (b) The RFS Date by eir; and (c) Where the Customer so requests eir shall provide it with the use of a suitable broadband modem for the duration of this Agreement to facilitate connection to the Facility.
- (d) Where the Customer so requests eir shall install additional Internal Wiring at the Premises to facilitate access to an electrical power source for the Kit. eir reserves the right to charge for installation of this additional Internal Wiring. See above to view a list of product specifications and pricing go to the Price List.

- 5.** The Customer agrees it may not use the Facility to:

- 5.1** gain unauthorised access to eir's facilities, services or resources or to the facilities, services or resources of any connected Internet service providers.
- 5.2** engage in internet usage in excess of what eir, acting reasonably, decides would cause disruption or denial of service to any other customer or internet user. eir's network architecture for broadband services has been structured for normal domestic and educational use by individuals and families. Usage of the broadband Facility in excess of this level may cause disruption to eir's other broadband customers and may reduce the performance of the broadband service for other customers. Eir may take any action to remedy what it reasonably considers to be excessive usage by customers including withdrawal of service.
- 5.3** create, host or transmit offensive or obscene material, or engage in activities, which are likely to cause offence to others on any grounds including, but not limited to race, sex or creed.
- 5.4** create, host or transmit material, which is defamatory.
- 5.5** create, host or transmit material, which infringes the intellectual property rights including, but not limited to, the copyright of another person or organisation.
- 5.6** engage in activities, which infringe proprietary rights in any software.
- 5.7** engage in activities, which compromise the privacy of others.
- 5.8** engage in activities, which adversely affect the integrity of computer based information.
- 5.9** transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient.
- 5.10** with equipment other than that which is compatible with the service as outlined in clause 2.8.

- 5.11** Without prejudice to the foregoing, the Facility may only be used by the Customer in accordance with the Acceptable Usage Policy.
- 6.1** The Customer agrees that without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with this Agreement in respect of the Facility.
- 7.1** This Agreement may be suspended or terminated by eir for breach of its terms or, otherwise in accordance with this Agreement.
- 7.2** Subject to the provisions of clause 7.3, this Agreement may be terminated by either party on one-month's written notice to the other. In the event of changes notified by eir to the Agreement, the Customer may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. The Customer will be deemed to have accepted any implemented changes, by continuing to use the Facility.
- 7.3** (a) If the Customer terminates this Agreement during the Initial Period, eir shall, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to eir and the Customer will be liable and agrees to pay to eir a termination charge of the sum amounting to the Rental due for the remaining Initial Period.
- (b) Where the Customer avails of an eir Broadband service as part of a bundle, the Terms and Conditions applicable to that bundle in respect of charges applicable upon termination of the bundle or of any of its components shall supersede the termination charges outlined in 7.3 above, and shall be payable by the Customer in place of those charges.
- (c) Where a customer is availing of a business Standalone eir Fibre product and terminates the Agreement, the Customer will be liable and agrees to pay to eir a termination charge of the sum amounting to the Rental due for the remaining Initial Period.
- (d) Where a customer is availing of a consumer Standalone eir Fibre product and terminates the Agreement, the Customer will be liable and agrees to pay to eir a flat fee of €150 or charge of the sum amounting to the Rental due for the remaining Initial Period, whichever is the lesser charge.
- 7.4** On termination of this Agreement within the Initial Period for whatever reason, eir reserves the right to charge the Customer the cost of the relevant modem as set out above in this Price List, the use of which may have been supplied to it pursuant to clause 4.2(c) by eir as part of the Facility.
- 7.5** Where this Agreement is terminated by the Customer for the purposes of availing of services with an Other Authorised Operator ("OAO"), the transfer to an OAO shall not come into effect until such time as the Customer has paid to eir all Charges due and owing, up to the date of termination together with all Charges arising from such termination as set out in this clause 7.
- 7.6** Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.
- 7.7** eir does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error free. For the avoidance of doubt, eir does not provide defined service levels for provision of the Facility.
- 7.8** For broadband maintenance eir provide broadband online support at [www.eir.net/support](http://www.eir.net/support) and the Customer can contact the eir broadband support number on 1890 260 260. Lines are open 8am - 10pm 7 days a week. Landline Calls charged at a local rate. If the Customer reports a fault on the eir line and on visiting the Customer's Premises, the eir technician identifies that there is no fault with the eir access line or equipment and the fault is the result of the Customer's or third party equipment, eir reserves the right to charge the Customer for the eir technician visit. Full details of all eir's current charges can be obtained by visiting the eir Price List or at [www.eir.ie/pricing](http://www.eir.ie/pricing).
- 7.9** The Customer agrees that from time to time it may be necessary for eir to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to eir's telecommunications network or otherwise in accordance with the law. Where possible eir will give the Customer notice prior to such suspension of the Facility and eir shall restore the Facility as soon as possible after such suspension.
- 7.10** The Facility is provided in accordance with the eir Price List. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. eir reserves the right to alter the product specification in order to provide the eir broadband service. The Customer agrees and undertakes to adhere to these constraints and restrictions.
- 7.11** The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.
- 7.12** Where additional terms and conditions govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.

- 7.13** eir's DSL broadband network is based on shared capacity amongst users. Details of current shared rates are provided in eir's product portfolio and are amended from time to time. For current shared rates and details please refer to eir's current portfolio offerings.
- 7.14** e-mail addresses and relevant passwords, which are inactive (i.e. mail is not retrieved) for a period of more than ninety (90) days will be terminated. Terminated email addresses will then become available for use by another customer. If the Customer uses eir net's free access service, the Customer can terminate the Customer's free access account by simply discontinuing use of the free access service. If the Customer is using eir net's subscription service, the Customer must contact eir net customer support in order to terminate the Customer's subscription service account as the Customer shall remain liable to pay all subscription fees incurred up to the date the Customer contacts eir to terminate the Customer's subscription service account. eir shall have no obligation to maintain any Content in the Customer's account or to forward any unread or unsent messages to the Customer or any third party. The Customer agrees that eir may terminate the Customer's access to any part or all of the Service and any related service(s) at any time, effective immediately, for any reason whatsoever and the Customer acknowledges and agrees that eir shall not be liable to the Customer or any third party for any termination of the Customer's access to the Service. eir reserves the right to take such action as it deems appropriate against the Customer where the Customer violates any conditions of the Acceptable Usage Policy.
- 8.1** In no event shall eir be liable to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty for:
- (i) any loss of revenue, business, contracts, Anticipated Savings, or profits, or
  - (ii) any loss or corruption of data or software configuration
  - (iii) any indirect or consequential loss, howsoever arising. "Anticipated Savings" means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.
- 8.2** In so far as the same is permissible by law, eir shall not be liable in contract, tort or otherwise for any loss, injury or damage, other than death or personal injury arising directly from:
- (a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility;
  - (b) any failure of the Facility;
  - (c) any failure of, or defect in, anything provided as a part of or in association with the Facility.
- 8.3** In no event shall eir be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that eir has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.
- 8.4** eir does not provide defined service levels for Facility or the Service.
- 9.** The Customer shall indemnify eir against all claims made against eir, for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.
- 10.1** The Customer shall notify eir as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and eir shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location eir considers the reported fault to be located.
- 10.2** eir reserves the right to charge the Customer reasonable costs and expenses incurred by eir in providing maintenance services where the need for maintenance services results from any one of or a combination of the following:
- (i) acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or
  - (ii) government control, restrictions or prohibitions; or
  - (iii) any other act or omission of any public authority (including Government) whether local, national or international; or
  - (iv) the wilful or negligent act or default of the Customer or of any supplier, agent of the Customer; or
  - (v) failure of the Customer to comply with any of the provisions of this Agreement; or
  - (vi) any other cause whatsoever which is beyond the reasonable control of eir.
- 10.3** The Charges payable in respect of the provision of such maintenance are as set out in the eir Price List. Full details of all eir's current charges including for maintenance can be obtained by visiting [www.eir.ie/pricing](http://www.eir.ie/pricing) or by contacting Freefone 1901 (Residential Customers), Freefone 1800 601 701 (Business Customers) or 1800 255 255 (Enterprise Customers).

- 10.4** The term “maintenance” means maintenance of the NTU, ONT and/or any associated splitter but not any Internal Wiring (including any Internal Wiring extensions beyond the NTU or ONT at time of Facility installation) which at all times remains the responsibility of the Customer.
- 11.1** eir reserves the right to contact the Customer via email, letter or text message regarding information specific to eir broadband, including service enhancements, network upgrades, installation appointments/updates, pricing changes and general information relating to the product purchased.
- 11.2** All notices served on the Customer pursuant to this Agreement may, at the discretion of eir, be addressed to the Customer by email or by facsimile, by post or by hand, online announcement message or any other appropriate method.
- 11.3** All notices served by email will be sent to the customer’s eir net email address and may, at the discretion of eir, also be sent to any contact email address nominated by the Customer. The Customer acknowledges that an email, sent to its eir email address, regardless of whether or not such notice has also been served on any other email address, constitutes a valid service of notice. Online messages may be served directly to customers when surfing the web and constitutes a valid service of notice.
- 11.4** The Customer is required to provide eir with its most up to date contact email addresses as part of the Terms and Conditions of the Service.