

eir Business Complete Plan Facility

The company may provide a facility, in this eir Price List referred to as “eir **Business Complete Plan**” 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 them to certain Benefits and Features together with a Rental Allowance on a single line on a telephone account.

1. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of the terms and conditions of this Agreement.
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.
3. The Charge shall be applied in the following manner:
 - 3.1 Rental Allowance: By crediting to the Customer a Rental Allowance and the balance to be applied by way Benefits and Features as set out in this Price List. The account to which the Facility applies must contain either a PSTN or an ISDN BRA (Basic Rate Access) telephone exchange line. For the avoidance of doubt the Rental Allowance is available in respect of ISDN Hi-Speed, and is not available in respect of ISDN FRA (Fractional Rate Access) or ISDN PRA (Primary Rate Access) telephone exchange lines.
 - 3.2 Once the Customer has exhausted the Call Minutes applicable to the package, call minutes in excess thereof shall thereafter be charged at eir peak base rates as set out in this Price List, such peak base rates to apply at all times including evenings and weekends.
 - 3.3 In the event of Call Minutes not being exhausted by a Customer in a Billing Cycle, any unused Call Minutes shall not be carried forward to the Customer’s next Billing Cycle and will be deemed to have been forfeited by the customer.
4. 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 other discount facility, which may be available in respect of eligible Business Complete Plan Calls or any other Calls in respect of which the Customer avails of reduced rates as part of this Facility.
5. The Facility shall be available to Business accounts only. eir reserves the right to remove the Facility from Residential accounts.
6. 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.
7. This Agreement is terminable by the Customer giving notice to the Company. On termination of this Agreement by either party, all associated features of the Facility shall no longer apply to the Customer’s account. Where the Facility is terminated by the Customer in a Billing Cycle all calls charged for in that Billing Cycle in which the Facility is terminated by the Customer shall be charged for at standard rates.
8. These terms and conditions together with the current eir Business Complete call charges, constitute the entire agreement between the parties in relation to the Facility.
9. The Customer shall be given relevant notice of any amendment to the Facility.
10. This Agreement is governed by the laws of Ireland.
11. For new customers availing of the Facility on or after the 5th December 2011, the Facility is subject to a minimum 12 month contract period. The contract period will be deemed to commence on the initial bill date. For the purposes of this paragraph, the Initial Bill Date shall be the date on which the company applies this Facility to the customer’s account.
12. Where the Facility is ceased during the minimum contract period, eir reserves the right to charge the customer the monthly rental for the balance of the unexpired contract period.