

eir 1Gb Fibre Broadband for Business

eir Business 1Gbps FTTP Broadband Schedule

These 1Gbps FTTP Broadband Schedule terms and conditions together with the Other Terms applicable form the Agreement

(terms used below which are not defined in this 1Gbps FTTP Broadband Schedule are defined in the Other Terms Applicable)

The Company (“**eir**” means eircom Limited, registered as a Branch in Ireland Number 907674, Incorporated in Jersey, number 116389. Branch Address: 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03, Ireland) may provide the eir Business 1Gbps FTTP Broadband “offerings” to eligible Customers. An eligible Customer is (i) an eir small business customer who has both a fixed line rental and a broadband Facility simultaneously with eir for the **1Gbps FTTP Broadband Bundle**; and (2) an eir business customer who has a broadband Facility for the **1Gbps FTTP Standalone Broadband Facility**; and (3) such groups of eir Business customers as eir shall in its sole discretion determine from time to time. An eligible Customer may on payment of the Charge for the 1Gbps FTTP Broadband Bundle avail of a tariff scheme entitling the Customer to free Call Minutes subject to a fair usage limit (detailed below) together with a Rental Allowance on a single line on a telephone account.

The Charge is the Standard Monthly Price for the applicable 1Gbps FTTP Broadband “offering” (ex. VAT). Where a Customer also avails of one (or both) Add-On Call Options under the 1Gbps FTTP Broadband Bundle the Charge will be the Standard Monthly Price plus the Monthly Add-On Price (ex VAT). The Standard Monthly Price for the 1Gbps FTTP Broadband Bundle is fixed for the first (six) 6 months of the minimum contract period and for the 1Gbps FTT Broadband Standalone Facility the Standard Monthly Price is fixed for the first (four) 4 months of the minimum contract period.

A Rental Allowance is a credit given to a Customer on the 1Gbps FTTP Broadband Bundle equivalent to the yearly rental cost of one (1) eir fixed telephone line and will be set off against the Standard Monthly Price over the minimum contract period (and any subsequent contract period). Should a Customer cancel either of the 1Gbps FTTP Broadband Bundle during the minimum contract period (or any subsequent contract period) the Rental Allowance is immediately cancelled and the Company reserves the right to charge the Customer the pro-rated balance of the telephone Line Rental remaining on the unexpired contract period.

1. Use of the either of the 1Gbps FTTP Broadband “offerings” 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 on notice to the Company pay on demand such Charges as may be fixed from time to time by or in accordance with this Agreement.

3. The 1Gbps FTTP Broadband “offerings” consists of: (1) the 1Gbps FTTP Broadband Bundle; and (2) the 1Gbps FTTP Standalone Broadband Facility.

3.1 The 1Gbps FTTP Broadband Bundle comprises the following:

- 3.1.1. Unlimited Local and National calls are subject to a fair usage limit with a combined maximum of "20,000" minutes in any one Billing Cycle: **and**
- 3.1.2. Unlimited Irish Mobile calls are subject to a fair usage limit of "20,000" minutes in any one Billing Cycle: and
- 3.1.3. Unlimited Broadband 1Gbps FTTP Broadband Facility not subject to a fair usage policy.

3.2 The Add-on Call Options available in addition to the 1Gbps FTTP Broadband Bundle are:

- 3.2.1. UK fixed and Mobile calls are subject to a fair usage limit with a combined maximum of "1500" minutes in any one Billing Cycle; **and /or**
- 3.2.2. International calls are subject to a fair usage limit of "200" minutes to the UK and certain international destinations which includes the following country bands (1,1a,2,2a,3,3a,4,5) in any one Billing Cycle.

A Billing Cycle is a period in respect of which Charges are billed by the Company to the Customer.

- 3.3 The 1Gbps FTTP Standalone Broadband Facility consists of unlimited broadband not subject to a fair usage policy.
- 3.4 If the Customer exhausts the Call Minutes in the 1Gbps FTTP Broadband Bundle and /or one or both of the Add-On Call Option(s) (as applicable) the excess call minutes are deemed Out-of- Plan calls minutes and will be charged at eir peak base rates. eir peak base rates are available in the eir Price Lists in the links below.
- 3.5 Customer must “opt-in” to the UK Fixed and Mobile Add-On Call Option and / or the International Add-On Call Option to avail of the cheaper call rates in the Add-On Call Options. If Customer does not “opt-in” to either (or both) Add-On Call Option(s) Customer will be charged for UK Fixed and Mobile calls and International calls at eir peak base rates as these calls will be Out-of-Plan calls.

- 3.6 Where eir peak base rate are applied to Out-of-Plan calls the following conditions apply:
- 3.6.1 call charges are on a per-minute basis, and all charges are rounded up to the nearest whole minute; and
 - 3.6.2 charges per call are rounded up to the nearest cent prior to the addition of the Call Set-Up Fee. The Call Set up Fee can be found in the eir Price Link via the links below; and
 - 3.6.3 eir Business peak base rates apply at all times there are no off-peak hours applicable for Out-of-Plan calls: peak rates apply on weekdays, weekends and public and bank holidays
- 3.7 Should a Customer not exhaust the Call Minutes in a Billing Cycle any unused Call Minutes will not be carried forward to the Customer's next Billing Cycle and will be deemed to have been forfeited by the Customer.
- 3.8 Customer will not be able to avail of certain calls under the 1Gbps FTTP Broadband Bundle or the Add-On Call Option(s). These excluded calls are listed as follows: “**Connect Excluded Calls**” means calls to, Chargecard calls, calls to the Eirpac service, calls to other packet switched networks, calls made to Premium Rate Telephone Service, calls to Directory Enquiry Service, calls to certain Phone Services, Teleconferencing calls, calls made by use of the Virtual Private Network Facility, Operator Assisted Calls, FreeFone 1800 calls received by the customer, SMS (Short Messaging Service), calls made by the customer to UK FreeFone numbers e.g. 0800 and 0845 calls, calls made to Internet Access 1891, calls made to Internet Access 1892, calls made to Flat Rate Internet Access 1893, calls made to Inmarsat, Iridium, EMSAT, calls to VoIP 076 numbers and calls made to Skyphone mobile telephony systems. (The prices for these excluded calls, and other eir products, can be found at https://business.eir.ie/media/general_terms_and_conditions.pdf or by dialling eir at 1901”).
4. Customers availing of the 1Gbps FTTP Broadband “offerings” are subject to a **minimum 24 month contract period**. The contract period will be deemed to commence on the Initial Bill Date. The Initial Bill Date is the date on which the Company applies the 1Gbps FTTP Broadband “offering” to the Customer’s account.
5. Where the Customer terminates either the 1Gbps FTTP Broadband Bundle or the 1Gbps FTTP Standalone Broadband Facility during the minimum contract period, eir reserves the right to charge the Customer the Standard Monthly Price for the balance of the unexpired contract

period. Termination of the 1Gbps FTTP Broadband Bundle will automatically terminate one (or both) Add-on Call Options (as applicable) and eir reserves the right to charge the Customer the Monthly Add-On Price for the balance of the unexpired contract period.

6. Where Customer has one (or both) Add-On Call Option(s) and terminates one (or both) during a contract period but keeps the 1Gbps FTTP Broadband Bundle eir reserves the right to charge the Customer the Monthly Add-On Price for the balance of the unexpired contract period relating to the Add-On Call Option(s) terminated.
7. Where the 1Gbps FTTP Broadband Bundle and/or the Add-On Call Options (as applicable) are terminated by the Customer in a Billing Cycle all calls charged in the Billing Cycle in which the Customer terminates will be charged at standard rates.
8. Customers availing of the 1Gbps FTTP Broadband Bundle are not entitled to avail of any other eir discount facility or eir discount call plans other than a discount facility or discount call plan applicable to the 1Gbps FTTP Broadband Bundle. However Customers availing of the 1Gbps FTTP Standalone Broadband Facility may be eligible for other eir discount facility or eir discount call plans.
9. The 1Gbps Broadband “offerings” are available to Eir Business accounts only. eir reserves the right to remove the 1Gbps FTTP Broadband “offerings” from residential accounts.
10. The 1Gbps FTTP Broadband “offerings” 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 1Gbps FTTP Broadband Bundle and one (or both) Add-On Call Option (as applicable) will be charged at the rates provided for in the applicable call plan.
11. This Agreement may be terminated by either party giving one (1) months' notice in writing to the other party. On termination of this Agreement by either party, all associated features of the 1Gbps FTTP Broadband Bundle, the Add-On Call Options and the 1Gbps FTTP Standalone Broadband Facility will no longer apply to the Customer's account. Where the Agreement is terminated by the Customer in a Billing Cycle all calls charged for in that Billing Cycle in which the Agreement is terminated by the Customer shall be charged for at standard rates.
12. These 1Gbps FTTP Broadband Schedule terms and conditions together with the current eir Business call charges and the Other Terms applicable constitute the entire agreement between the parties in relation to the 1Gbps FTTP Broadband “offerings”.
13. The Customer shall be given relevant notice of any amendment to the Agreement.

14. Customer should be aware that eir Sport and eircom.net services are not part of the 1 Gbps FTTP Broadband “offerings”.
15. If there is any conflict in the terms and conditions of this Agreement these 1Gbps FTTP Broadband Schedule terms and conditions will take precedence.
16. This Agreement is governed by the laws of Ireland.
17. The advertised promotional price for “eir gigabit fibre broadband for business”, which is 1Gbps FTTP Standalone Broadband Facility, is valid until 31st December 2020.

Other Terms (as applicable)

Telephone Services Terms and Conditions:

<https://www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/Pt1.1.pdf>

Broadband Terms and Conditions:

https://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/general/eir_standard_broadband_terms_and_conditions.pdf

eir General Terms and Conditions:

https://business.eir.ie/media/general_terms_and_conditions.pdf

eir Price Lists

Fixed Line prices:

<https://www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/Pt1.1.pdf>

eir peak base rate calls (Out-of-Package Calls):

<https://www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/Part2.1.pdf>