

Business Talk Terms and Conditions

The company may provide a facility, in this Price List referred to as "**Business Talk**" 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. The Business Talk Facility is a tiered Facility and shall consist of Business Talk Unlimited, Business Talk Local & National, Business Talk Value and Business Talk Phone Line. The Facility is available with PSTN & ISDN telephone lines and is not available on accounts that cannot avail either eir Next Generation Broadband or eFibre Broadband.

1. 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.

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 of Benefits and Features;

The account to which the Facility applies must contain at least one PSTN / ISDN telephone exchange line. On accounts that contain more than one line, one discrete instance (level) of the Facility must be selected for each line; charges features and benefits of the selected level will be applicable to the line to which any instance (level) of The Facility is assigned.

- 3.2** The Customer shall select the Level of the Facility which it wishes to avail of and eir shall, automatically, apply the Benefits and Features as are appropriate to the Level selected by the Customer to the Customer's Account.
 - 3.3** The Benefits and Features applicable to each Level are as set out in this eir Price List.
 - 3.4** Once the Customer has exhausted the Call Minutes applicable to the package, call minutes in excess thereof shall thereafter be charged at rates as set out in this eir Price List.
 - 3.5** 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.
 - 3.6** "Certain Mobile Operators" means Vodafone, O2, Hutchison 3, Tesco, eir Mobile only.
- 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 Talk 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 Customer may select an alternative Level of this Facility on giving notice to eir of its revised selection. eir will use its best endeavours 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 Billing Cycle, after selection.

7. 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. Where upon provisioning, change or cessation of the Facility, the Facility is applicable in respect of a partial billing period, the subscription and benefits of the Facility shall apply to that period on a pro-rata basis.

8. For out-of-package calls the following applies:
 - 8.1 Call charges are on a per-minute basis, and all charges are rounded up to the nearest whole minute prior to addition of the set-up fee.

 - 8.2 For rated calls that straddle Daytime and Evening, Evening and Daytime, Evening and Weekend or Weekend and Daytime rating periods, where the rates for each period differs from the other, such calls will be split into legs (Daytime leg, Evening leg, Weekend leg) for rating purposes. Each leg will be rounded up to the nearest whole minute and then rated according to the relevant Daytime, Evening or Weekend rate. The charges for each leg will then be added together prior to addition of the set-up fee.

- 8.3** For bill display purposes, where customers avail of an eir Business Talk plan the costs of individual rated items may be shown on the eir bill rounded to the nearest whole cent based on standard rounding. An adjustment may be applied to the bill in order to reconcile any difference between the total of the rounded values shown and the applicable total based on the actual unrounded cost of individual calls.
- 8.4** Peak hours are from 7am to 7pm Monday to Friday including Public and Bank Holidays. Weekend hours are from midnight on Friday to midnight on Sunday.
- 9.** The Facility is subject to a minimum 12 month contract period. The contract period will be deemed to commence on date on which the company applies this Facility to the customer's account. 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. Where customers avail of the Facility as part of a bundle, contract terms applicable to the bundle shall apply.
- 10.** For bill display purposes, the costs of individual rated items may be shown rounded to the nearest whole cent based on standard rounding. An adjustment may be applied to the bill in order to reconcile any difference between the total of the rounded values shown and the applicable total based on the actual unrounded cost of individual items.
- 11.** The following call types may not qualify for any discount within the eir Talk Facility: calls to other mobile operators not included in the package, 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, CallSave 1850 calls received by the customer, LoCall 1890 calls received by the customer, non-geographic shortcall calls received by the customer, calls made to the Local 0818 service; calls made by the customer to CallSave 1850, SMS (Short Messaging Service) Calls made by the Customer, calls made by the customer to LoCall 1890, 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 www.eir.ie/pricing or by dialling eir at 1901)"

- 12.** Subject to clause 9 above, this Agreement is terminable by the Customer giving notice to eir. One (1) 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 eir's current charges can be obtained by visiting www.eir.ie/pricing or by contacting Freefone 1800 601 701 (Business Customers).

- 13.** In the event of changes notified by eir to these terms and conditions, 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 Services after the date of implementation of such changes.

- 14.** On termination of this Agreement by either party the subscription and benefits of the Facility shall apply to that period on a pro-rata basis up to the date of termination.
- 15.** Unless otherwise agreed or eir otherwise decides, all monies due to eir by the Customer become payable as soon as an account or demand therefore 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/bill. For Bill enquiries, Residential Customer can contact eir on Freefone 1800 601 701. 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. 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, which can be viewed by visiting www.eir.ie/codeofpractice. The Customer can log a complaint by contacting Freefone 1800 601 701 (Business customers). 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.
- 16.** These terms and conditions, together with the eir General Terms and conditions, constitute the entire agreement between the parties in relation to the Facility.

17. This Agreement is governed by the laws of Ireland.

Other Terms applicable terms and conditions:

[eir General Terms and Conditions](#)