

## **eircom TalkTime for Business Facility**

"**The Company**" means eircom Ltd, a liability company, having its registered office at 1 Heuston South Quarter, Dublin 8 and any successor thereto;

"**Customer**" means a person with whom eircom makes, has made or, is deemed to have an agreement for the provision to such person of a telecommunications service and also means a person to whom such service has been or, is being provided;

"eircom **TalkTime for business Facility**" means a facility whereby Customers transmitting call traffic over the eircom network may, on payment of a Charge, avail of a tariff scheme entitling them to Benefits and Features together with a Rental Allowance on a single telephone account. The TalkTime for business Facility is a tiered facility and shall consist of: TalkTime for business Level 1 to Level 7 International All (each one a Level); or, TalkTime for business Level 1 to Level 7 International Select (each one a Level);

"eircom **TalkTime for business Charge**" facility means the monthly charge payable by the Customer to eircom to avail of the Facility. The current Charge(s) is as set out as above.

"eircom **TalkTime for business Benefits and Features**" means Call Minutes and Phone Services;

"**eligible eircom TalkTime for business Calls**" means local calls and Customer direct dialled calls made between exchanges in the State and from exchanges in the State to exchanges in Northern Ireland and from exchanges in the State to exchanges outside the State excluding eircom **TalkTime for business Excluded Calls**;

"eircom **TalkTime for business Call Minutes**" means the number of Call Minutes available to the Customer on each level of the Facility in relation to certain categories of Eligible TalkTime for business Calls made during Peak Times in a Billing Cycle on a single telephone account;

"eircom **TalkTime for business Phone Services**" means free eircom mailbox facility on one (1) telephone exchange line only and free Call Forwarding Activations up to the limits as set out above.

"**Additional Charges**" means the charges payable by the Customer to eircom to avail of the additional facilities available to Customers of the eircom **TalkTime for Business** facility as set out in **Clause 6.7** below.

"**TalkTime for business Excluded Calls**" means 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, 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 Eirpage 08224 service, 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 to Internet Access 1891, calls made to Internet Access 1892 and calls made to Flat Rate Internet Access 1893, and calls made to Inmarsat, Iridium, EMSAT, and Skyphone mobile telephony systems, calls made to VOIP;

"**VOIP**" means Voice Over Internet Protocol using 076 prefix:

1. The company may provide a facility, in [www.eircom.ie/pricing](http://www.eircom.ie/pricing) referred to as "eircom **TalkTime for business** 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 telephone account. The eircom **TalkTime for business** Facility is a tiered facility and shall consist of eircom **TalkTime for business** Level 1 to Level 6 International All (each one a level) or eircom **TalkTime for business** Level 1 to Level 6 International Select (each one a level). Where a customer wishes to avail of the eircom **TalkTime for business** Facility it shall select a level and inform the company of the selected level. The company shall automatically apply the Benefits and Features as are appropriate to the level selected by the customer. The Charge shall be applied in the following manner:
2. The Customer hereby agrees to avail of the Facility, subject to the provisions of eircom's General Terms and Conditions in force for the time being (together hereinafter referred to as "the Agreement"). Usage of the Facility by the Customer is deemed to be acceptance by the Customer of the eircom TalkTime for Business terms and conditions. **A copy of the eircom Price List may be inspected at eircom, 1 Heuston South Quarter, St John's Road, Dublin 8, Ireland; by visiting [www.eircom.ie/pricing](http://www.eircom.ie/pricing) or by contacting freefone 1800 601 701.**
3. Standard call charges will apply to all call charges for eligible eircom TalkTime for Business calls payable by the customer in the billing cycle in which the eircom TalkTime for Business facility is terminated.
4. 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 this Agreement in respect of the Facility.
5. The Charge shall be applied in the following manner:

#### **5.1. Rental Allowance**

**5.1.1** By crediting to the Customer a Rental Allowance and the balance to be applied by way Benefits and Features. Where the Customer rents more than one telephone exchange line from eircom on a single account and a Rental Allowance has been credited to the Customer as part of the Facility, the Customer shall be obliged to discharge its indebtedness to eircom in respect of the balance of the lines on the account at standard rates. The account to which the Facility applies must contain either a PSTN or an ISDN BRA (Basic Rate Access) telephone exchange line. Where the account contains both a PSTN and an ISDN BRA telephone exchange line, the Customer may only avail of the ISDN BRA variant of the Facility and the Charge shall be applied in the first instance by way of Rental Allowance to discharge the ISDN BRA exchange line rental on one (1) such 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, however, call traffic transmitted over these telephone exchange lines may, where eligible, benefit from the Facility.

- 5.2** The Customer shall select the minimum core Level of the Facility, and eircom shall automatically apply the corresponding Benefits and Features as are appropriate to the Customer's Account.
- 5.3** Once the Customer has exhausted the Call Minutes applicable to the level of the Facility selected by the Company's Billing System in a Billing Cycle, call minutes in excess of Call Minutes shall thereafter be charged at rates selected by the Company's Billing System to reflect the actual net call spend of the Customer on all Eligible TalkTime for business Calls made by the Customer in that Billing Cycle except for spend on Additional Charges.
- 5.4** In the event of Call Minutes not being exhausted by a Customer in a Billing Cycle, any unused Call Minutes shall be carried forward to the Customer's next Billing Cycle where all or any portion of the Call Minutes as are unused shall be available to the Customer as part of the Facility.
- 5.5**
- i)** In the event that the unused Call Minutes carried forward to a Billing Cycle are not exhausted in the Billing Cycle to which they are carried forward; the Customer shall be deemed to have forfeited the Call Minutes which it carried forward and did not utilise in that particular Billing Cycle.
  - ii)** In the event that the Facility is terminated on the Customer Account, the Customer shall be deemed to have forfeited all of the Call Minutes which it carried forward up to the date of termination.
- 5.6** In the event that the Customer does not activate or exhaust the Phone Services available as part of the Facility in a Billing Cycle, the Phone Services may not be carried forward to the next Billing Cycle and shall be deemed to have been forfeited by the Customer in respect of the Billing Cycle where they remained unused.
- 5.7** Customers choosing to avail of the Facility may chose to avail of further facilities on the payment of an additional charge (Additional Charges) to eircom. The Customer may choose to avail of these further facilities or, of one of them or, of any combination of them.
- (a) Fixed to Mobile call minutes (Fixed to Mobile Add-On).**  
This further facility has six (6) levels to which the customer only selects the lowest level. Once a Fixed to Mobile Add-On is chosen the appropriate level is selected by the Company's Billing System to reflect the actual call minutes on certain calls from fixed lines to national cellular radio telecommunications networks (mobile phones) (hereinafter "fixed to mobile call minutes") in a Billing Cycle. The number and type of minutes available for use as fixed to mobile call minutes and the rates charged therefore and the Additional Charges payable to avail of this additional facility in each Billing Cycle are as set out above. Once the Customer has exhausted the fixed to mobile call minutes available to it in a Billing Cycle such fixed to mobile call minutes shall, thereafter be charged for at the rates as set out above. In the event that the Customer does not exhaust the available fixed to mobile call minutes in a Billing Cycle, the unused fixed to mobile call minutes may be carried over to the next Billing Cycle. In the event that the unused fixed to mobile call

minutes carried forward to a Billing Cycle are not exhausted in the Billing Cycle to which they are carried forward or, the Facility is terminated on the Customers Account, the Customer shall be deemed to have forfeited all of the fixed to mobile call minutes which it carried forward.

**(b) Local, National, Weekend & Evening Call Minutes (Off Peak Add-On).**

This further facility has four levels to which the customer only selects the lowest level. Once the Off Peak Add-On is chosen the appropriate level is selected by the Company's Billing System to reflect the actual call minutes on certain calls made at off-peak times to All Ireland telephone numbers (hereinafter Off Peak Add-on) in the current Billing cycle. The Additional Charges payable to avail of this additional facility, the type of calls included and the rates payable therefore in each Billing Cycle are as specified in the as set out above. Once the Customer has exhausted the Off Peak Add-on call minutes available to it in a Billing Cycle such call minutes shall be charged for at the rates as set out above. In the event of the available Off Peak Add-on calls minutes not being exhausted by a Customer in a Billing Cycle, any unused Off Peak Add-on call minutes shall be carried forward to the Customer's next Billing Cycle where all or any portion of such call minutes shall be available to the Customer as part of the Facility. In the event that the unused Off Peak Add-on call minutes carried forwarded to a Billing Cycle are not exhausted in the Billing Cycle to which they are carried forward or, the Facility is terminated on the Customer's account, the Customer shall be deemed to have forfeited all of the Off Peak Add-on minutes which it carried forward.

**(c) Reduced Rates on International Calls (International Select Plus)**

Customers who have elected to avail of TalkTime for business Level 1 to Level 7 International Select as part of the Facility may on the payment of Additional Charges avail of an International Select Plus option whereby the Customer may avail of further reduced rates on Eligible TalkTime for business Calls to the Selected County selected by the Company Billing System. The further reduced rates on Eligible TalkTime Business Calls to the Selected Country and the Additional Charges payable to avail of the Facility are as set above.

6. 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 discount facility, which may be available in respect of Eligible TalkTime for business Calls or any other Calls in respect of which the Customer avails of reduced rates as part of this Facility.
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.
8. The Facility will allow the Customer the opportunity to elect to avail of an **"eMobile & Meteor Add-On"**. This Add-On will offer calls to Meteor and / or eMobile Customers at any time subject to a maximum call duration of 60 minutes after which charges as set out above will apply to the duration in excess of 60 minutes.

- 8.1** eircom may at its absolute discretion, without further notice to the Customer, withdraw the “eMobile & Meteor Add-On” from the Customer’s telephone account where the usage of the eMobile and Meteor Add-On facility on the account exceeds 2,500 minutes per month of calls to Meteor and / or eMobile Customers.
- 8.2** Customer is required to formally apply to eircom to avail of the eMobile & Meteor Add-On.
- 8.3** In cases where the Customer is simultaneously availing of the eircom TalkTime for Business Fixed to Mobile Call Add-On AND the eMobile & Meteor Add-On, calls to the Meteor and / or eMobile Customers will be discounted from their eMobile and Meteor Add-On.
- 8.4** This offer to allow the Customer to avail of the eMobile and Meteor Add-On facility is only made available to those customers who sign up between 6<sup>th</sup> October 2008 and 30<sup>th</sup> September 2009 inclusive.
- 9.** 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 except for the Phone Services, unless expressly ceased by the Customer the Phone Services shall remain on the Customer’s exchange line and shall be charged for at standard rates. 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.
- 10.** For new customers availing of the Facility on or after the 10<sup>th</sup> June 2010, the Facility is subject to a minimum term of twelve (12) months (the “Minimum Contract Period”). The Minimum Contract Period shall commence on the Commencement Date. For the purposes of this paragraph, the Commencement Date shall be the date on which the Company applies the Facility to the customer’s account.
- 11.** Where the Facility is ceased during the Minimum Contract Period, eircom reserves the right to apply the relevant monthly charge for the balance of the unexpired portion of the Minimum Contract Period.
- 12.** 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 freefone 1800 601 701 (Business Customers).
- 13.** In the event of changes notified by eircom to these terms and conditions, you may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. You will be deemed to have accepted any implemented changes, by continuing to use the Services.

14. Unless otherwise agreed or eircom otherwise decides, all monies due to eircom by the Customer become payable as soon as an account or demand therefore 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. 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.eircom.ie](http://www.eircom.ie). For Bill enquiries, Business Customer can contact us on freefone 1800 601 701.
  
15. 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 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 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 eircom General Terms and Conditions constitutes the entire Agreement between the parties in relation to the Facility.
  
17. **The Customer can obtain further information on all available Business Tariff Plans on [www.eircom.ie](http://www.eircom.ie) or by contacting freefone 1800 601 701.**