

eir Broadband Talk Terms & Conditions

The service

1. The eir Broadband Talk Service may be made available to customers who avail of an eir Consumer Standalone eir Fibre Broadband product.
2. The eir Broadband Talk product is a “Voice over IP” service that may be utilised by connecting an analogue or DECT telephone handset into the FXS port of the eir Fibre modem.
3. eir may also make the service available via the “eir Broadband Talk App” subject to the terms and conditions thereof as outlined below.
4. In order for the eir Broadband Talk Service to work, the eir Fibre Broadband service to which it is connected must be fully operational. The customer will not be able to utilise the eir Broadband Talk service if the eir Fibre broadband service is not operational for any reason. The eir Fibre Broadband service and the eir Broadband Talk Service are dependent upon electrical power supply.
5. Customers who avail of eir Fibre Broadband with an eir Broadband Talk Service 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 eir Fibre Broadband and eir Broadband Talk (e.g. monitored alarms that communicate with monitoring stations and use dial up access to transmit alarms; medical alarms; Sky TV Box; Credit card machines or any other ancillary services connected to the PSTN line).
6. CUSTOMERS WHO USE A MONITORED ALARM SYSTEM THAT IS CONNECTED TO A PSTN LINE SHOULD CONTACT THEIR ALARM PROVIDER PRIOR TO AVAILING OF A STANDALONE EIR FIBRE BROADBAND OR EIR BROADBAND TALK SERVICE. EIR ACCEPTS NO RESPONSIBILITY FOR THE CONSEQUENCES OF AN ANCILLARY SERVICE INCLUDING ANY MONITORING ALARM FAILING TO OPERATE AS PER SPECIFICATION AFTER STANDALONE EIR FIBRE BROADBAND OR EIR BROADBAND TALK IS INSTALLED.

7. eir Broadband Talk is subject to a minimum contract period. Where an eir Broadband Talk service is ceased during the minimum contract period, the customer shall be liable to pay the monthly rental for the balance of the unexpired contract period. Unless otherwise stated under the customer's bundle terms, the minimum contract period is eighteen (18) months from the date of connection.
8. The eir Broadband Talk Service is for normal residential use only.

Security

9. eir Broadband Talk telephone calls are carried in the public domain via Internet connectivity and therefore security of these calls is not guaranteed. eir shall endeavour to use appropriate security measures but accepts no liability with respect to call confidentiality. eir shall act within the provisions of data protection legislation in respect of your information.

Emergency Services

10. Calls to Emergency Services such as 112, 911 AND 999 may be made via a telephone handset that is connected to a working eir Broadband Talk Service but no guarantee is given by eir in respect of the reliability of same. WHERE THE EIR BROADBAND TALK SERVICE IS RENDERED INOPERABLE DUE TO A POWER OUTAGE, SUSPENSION OR DISCONNECTION OF SERVICE DUE TO NON-PAYMENT, OR FOR ANY REASONS WHATSOEVER WHICH ARE OUTSIDE THE REASONABLE CONTROL OF EIR, IT SHALL NOT BE POSSIBLE TO CALL EMERGENCY SERVICES SUCH AS 112, 911 AND 999 VIA THE EIR BROADBAND TALK SERVICE. Customers availing of the eir Broadband Talk Service are advised to employ alternative means of contacting Emergency Services in such event, and to ensure they have made sufficient preparations for this contingency prior to availing of the eir Broadband Talk Service.
11. Customers who call Emergency Services using the eir Broadband Talk Service must inform the Operator of their physical location as it may not be possible for the Operator to otherwise determine the exact location of the caller.

12. The eir Broadband Talk App CANNOT be used to call Emergency Services.
13. EIR SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE SERVICE, INCLUDING 999, 911 OR 112 DIALLING, AT ANY TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY: THIRD-PARTY OMISSION, EQUIPMENT FAILURE, EQUIPMENT MODIFICATION, FORCE MAJEURE, EQUIPMENT SHORTAGE, POWER OUTAGES, LOSS OF POWER OR THIRD PARTY FAULTS.
14. There may be a greater possibility of network congestion and/or reduced speed in the routing of calls to emergency services or related services made via the eir Broadband Talk product in comparison to calls to emergency services or related services made via traditional public telephone networks. Customers availing of eir Broadband Talk should ensure that all persons including residents, guests and other third parties who may be present at the physical location where the eir Broadband Talk product is used should be made aware of the differences in and limitations of voice services over internet telephony as compared with traditional phone service and in particular as it relates to access to emergency services and related services.
15. Neither eir nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to accessing emergency services or connected services unless such claims or causes of action arose from gross negligence or wilful misconduct by eir.

Telephone Number

16. Customers who avail of eir Broadband Talk will be provided with a telephone number. Customers may avail of a geographic telephone number appropriate to the premises where their eir Broadband Talk Service is installed. Alternatively, customers may avail of a non-geographic (076) telephone number.
17. Customers who migrate a PSTN fixed voice service to an eir Broadband Talk Service at the same premises may retain their existing geographic telephone number.

18. Provisions set out eir General Terms and Conditions in relation to numbers shall apply in respect of customers availing of eir Broadband Talk.

Tariffs and Charging

19. eir Broadband Talk is made available under a tiered tariffing structure ("the Facility") consisting of the following packages: eir Broadband Talk 2018 which consists of eir Broadband Talk and eir Broadband Mobile World; eir Broadband Talk 2017 which consists of eir Broadband Talk Unlimited National, Mobile & International, eir Broadband Talk Unlimited National, Mobile & UK, eir Broadband Talk Unlimited Off-Peak National & Mobile, eir Broadband Talk Anytime Mobile 90, eir Broadband Talk Unlimited Mobile plus UK 90, eir Broadband Talk Off Peak 1500 and eir Broadband Talk Pay As You Use; and eir Broadband Talk 2016 which consists of eir Broadband Talk International, eir Broadband Talk Unlimited Mobile & UK and eir Broadband Talk Off-Peak Mobile.
20. The Customer hereby agrees to avail of the Facility, subject to the provisions of the eir Price List in force for the time being (hereinafter referred to as "the Agreement"). The eir Price List may be viewed on **www.eir.ie/pricing**. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of these terms and conditions.
21. 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.
22. The account to which the Facility applies must contain an eir Fibre Broadband and an eir Broadband Talk service.
23. 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.
24. The charging and features applicable to each Level are as set out in the eir Price List .

- 25.** "Eligible eir Broadband Talk Calls" means calls made to Local & National fixed line numbers, including calls to VOIP 07610 / 07611 numbers, certain Mobile Operators and certain International numbers according to the Level or Add-on selected excluding 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 other VoIP 076 numbers and calls made to Skyphone mobile telephony systems.
- 26.** Once the Customer has exhausted the Call Minutes applicable to the Level of the Facility which it has selected, minutes in excess of the Call Minutes shall thereafter be charged at rates as set in the eir Price List.
- 27.** In the event of included Call Minutes (Local, National, calls to certain Mobile Operators and calls to International numbers, as applicable) not being exhausted by a customer availing of the Facility, any unused Call Minutes cannot be carried forward to the next or any subsequent Billing Cycle.
- 28.** 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 eir Broadband Talk calls or any other calls in respect of which the Customer avails of reduced rates as part of this Facility.
- 29.** The Customer may select an alternative Level 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.

30. 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.

31. The following applies in respect of the Facility:

- i.** Where upon provisioning or cessation of The Facility it is applicable to a partial period of a Billing Cycle, the inclusive minutes and subscription charges for The Facility shall be applied to that period on a pro-rata basis.
- ii.** Where the Customer changes their eir Broadband Talk level between Billing Cycles (e.g. from eir Broadband Talk Unlimited Mobile & UK to eir Broadband Talk Off-Peak Mobile) the change will be take effect on a pro-rata basis as per "i" above.

32. For calls outside the free minutes included in the plan the following applies:-

- i.** 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.
- ii.** For rated calls that straddle Peak and Off-Peak, Off-Peak and Peak, Off-Peak and Weekend or Weekend and Peak rating periods where the rates for each period differs from the other, such calls will be split into legs (Peak leg, Off-Peak leg, Weekend leg) for rating purposes. Each leg will be rounded up to the nearest whole minute and then rated according to the relevant Peak, Off-Peak or Weekend rate. The charges for each leg will then be added together prior to addition of the set-up fee.
- iii.** Out-of-package calls to Mobiles (Calls outside of Mobile Call Minutes included in the package) that straddle Peak and Off-Peak times or that straddle Off-Peak and Peak times will be split into two legs and each leg will be rounded up to the next whole minute and then rated according to the relevant Peak or Off-Peak rate. The charges for each leg will then be added together prior to addition of the set-up fee.

33. For bill display purposes, the total charge for each rated call is rounded to the nearest whole cent using standard rounding.
34. For bill display purposes, where customers avail of an eir Broadband Talk plan the costs of individual rated items are 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 calls.
35. 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.
36. The Agreement, subject to Clause 7.10.3 of the General Terms and Conditions may be terminated by either party giving to the other one (1) month's prior notice in writing requesting termination of the Agreement. The Company shall give the Customer one (1) month's notice of its intention to terminate the Facility as defined above on the Customer's account. The Facility shall terminate on the expiry of the one (1) month's notice.
37. One (1) month's notice will be given to the Customer of any increase in either the charges for calls made via the eir Broadband Talk Facility by the Customer or in the subscription fee(s) applicable to the Facility of in the rental fee(s) for any related 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 1901 (Residential Customers).
38. 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.

39. 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**. For Bill enquiries, Residential customers may contact eir on Freefone 1901.
40. 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**.
41. The Customer can log a complaint by contacting Freefone 1901 (Residential 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.
42. These terms and conditions, together with the eir General Terms and conditions, constitute the entire agreement between the parties in relation to the Facility.
43. The customer can obtain further support or information on all available eir Broadband Talk Tariff Plans on **www.eir.ie** or by contacting Freefone 1901.

Other Applicable Terms:

General Terms & Conditions: www.eir.ie/General Terms and Conditions.pdf