

# The small print

(Full terms and conditions)

for

Line Rental (“LR”)

Call Service (“Call Service”)

Broadband Internet Access (“Broadband Service”)



TalkTalk

From The Carphone Warehouse

## **Contents**

1. General Provisions Relating to the Services
2. Specific Provisions Relating to the LR Service
3. Specific Provisions Relating to the Call Service
4. Specific Provisions Relating to the Broadband Service
5. Your Use of the Services
6. Suspension of the Service(s) by Us
7. Liability
8. Charges and Payment
9. Ending Your Contract
10. Use of Your Information
11. Matters Beyond Reasonable Control
12. Transfer
13. Disputes
14. General

Schedule 1 – Definitions and Interpretation

## DISTANCE SELLING

### IMPORTANT!

If you ordered any Service (as defined below) from us either over the internet, by telephone, by mail order or by any other distance selling method you may cancel the Contract (as defined below) pursuant to the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") at any time up to 7 working days either after receiving these terms and conditions for any Service or up to but not including, the date our supply of that Service to you commences if sooner ("Trial Period") provided that you notify us in writing of such cancellation within the Trial Period and return any goods (for example a Modem) we may have sent you to us, undamaged and in their original packaging, in the prepaid returns envelope that we shall send you at your request.

If at any time you purchase a Modem from us over the phone or from our website and in accordance with the same regulations you cancel your contract for the purchase of that Modem by giving us notice within the period of seven working days starting from the day after you receive the Modem from us, you must: (i) call our Technical Support Helpline on 1890 812 810; and (ii) return the Modem to us undamaged and in its original packaging in the pre-paid returns envelope we will send to you. If you have purchased the Modem from us, we will issue you with a cheque refund within twenty-eight (28) days of receiving the returned Modem from you. This refund will only apply to the purchase price of the Modem; we will not refund the cost of returning it to us unless it is faulty. For further details please see clause 4 below.

You will be deemed to have received these terms and conditions 48 hours after they are posted to you.

Finally, please note that if you have commenced using any Service after receiving these terms and conditions, you will be deemed to have accepted these terms and conditions and agree that you will also lose your statutory right of cancellation under the Regulations.

Regardless of the above, we will not charge you anything if you cancel your LR or Call Service within 7 working days from the date on which you agreed to take those services.

These terms and conditions are effective from 19<sup>th</sup> November 2007.

These Conditions do not affect your rights under law. These Conditions also include certain exclusions as to our liability to you. If you require any assistance we suggest you contact your local branch of the Consumer Information Centre, which should be able to help.

## 1. **General Provisions Relating to the Services**

### ***Eligibility***

- 1.1 The Services are for home use only and not for business.
- 1.2 To place any Order you must be at least eighteen (18) years old and you agree that the details that you provide to us on your Order shall be true, accurate and complete.
- 1.3 Our Service(s) may not be available to a small number of customers in certain circumstances. We will tell you if this applies to you.

### ***Duration***

- 1.4 The Services, for which you enter a Contract, will start on the Commencement Date and will continue until terminated in accordance with clause 9 of these Conditions. Your Contract may also be subject to a Minimum Period, but we will tell you what this is before you sign up.

### ***Equipment***

- 1.5 Other than a Modem, which we may sell or provide to Customers of our Broadband Service under clause 4, we do not provide you with any equipment (such as a telephone). We are not responsible for any problems you may have with such equipment.
- 1.6 You agree not to connect equipment to our network that may harm it or other customers' equipment. If you do, you must disconnect it immediately, or allow us to do so at your expense.

### ***Your Bill***

- 1.7 We will send you a bill, which you must pay on time. We may send you separate bills if you take more than one Service from us. If you choose to manage your account online, you must provide us with a working email address so that we can notify you of the availability of your bill on line.
- 1.8 Please note that you cannot change your billing email address online and to make this change you will have to phone Customer Services or write to us at TalkTalk Ireland Limited, PO Box 8944, Cardiff Lane, Dublin 2, Ireland.

### ***Telecommunication Networks***

- 1.9 When we provide you with a Service, we will use the reasonable skill and care of a competent service provider, but we cannot guarantee that the Service will never be faulty. This is because the Networks, which allow you to access the Services may be operated by other third party companies over which we do not have control. For example, we shall have no liability if, from time to time, the Broadband Service is impaired by too many people trying to use the relevant Network.

### **Your Telephone Number**

- 1.10 You accept that you do not own any telephone number we make available to you under your Contract. You agree not to transfer the number to anyone else or to try to do so. You accept that we may have to change your telephone number. We will try and do so only when it is reasonably necessary or if we are requested to do so by ComReg or another similar regulator. We will tell you before we change your number. You may request us to 'port' your number from another communications provider and we will try to do this wherever it is reasonably practicable. However you accept that this may not always be possible. In these circumstances we may have to provide you with a new number. If you have any questions in this regard please call Customer Services.

### **Ending a Particular Service or Changing a Tariff**

- 1.11 You accept that the price that we charge for a bundle of products may be lower compared to prices of the individual products in the bundle taken together. If you take a bundle of Services, but later choose to take one or more of the Services from another telephone provider, you accept that we may charge for the remaining Services at their stand-alone price.
- 1.12 Please note that, if you make calls over the eircom Network using the eircom override code (13666) these may be charged at a higher rate than your normal TalkTalk rates.

### **Transferring a Service**

- 1.13 We will try to give you the same set of services that you received from your previous telephone provider. However you accept that this may not be possible in some limited circumstances. Furthermore, since the services will not be automatically retained on transfer to TalkTalk, we can only provide you with Services, which you specifically selected when signing up to us.
- 1.14 If, immediately prior to receiving the Services from us, you were a customer of eircom, some calls (such as subscriber or premium rate services) that appear on your TalkTalk bill may involve additional call charges. We will charge you for these at our rates as set out in our list of Charges (as amended from time to time).
- 1.15 You may have existing contracts for telecommunications services (i.e. line rental, or calls, or broadband) with your old service providers, which have minimum service periods in them. You are responsible for checking any such contracts and for paying for any ongoing charges or charges on termination you may have to pay to your old service provider. These will be in addition to our charges.
- 1.16 If you move house and want to access the Services at your new address you may need to set up new accounts for that location by calling Customer Services. You will have to provide us with what we regard as suitable proof of your new address if you wish to receive the LR Service or the Broadband Service. We will follow good industry practice in deciding what proofs of address are required. If you do not provide this information we will not be able to terminate your existing account and you will be liable for any charges that remain due in respect of the remainder of the term for the particular Service (for example, the remainder of the Minimum Period for the Broadband Service).

### **Maintaining Your Privacy**

- 1.17 If you have given us your permission, we will register you on the National Directory Database ("NDD") registry. The NDD is a central register of individuals who have indicated that they do not wish to receive unsolicited sales and marketing calls. Registering your telephone number on the NDD will stop telemarketing calls from all other companies in the Republic of Ireland, including those who regard you as a customer, unless you have previously told them you have no objection to them calling you.

### **Code of Practice**

- 1.18 We seek to provide our Services in accordance with our consumer Code of Practice. The Code is available on [www.talktalk.ie](http://www.talktalk.ie) or by calling our Customer Services.

### **Customer Guarantee Scheme**

- 1.19 We also seek to provide our Service in accordance with the service levels set out in our Customer Guarantee Scheme. In the event that these quality levels are not met, you may be entitled to reimbursement of payments made or payments in settlement of losses you have incurred. For full details of our Customer Guarantee Scheme, please visit our website ([www.talktalk.ie](http://www.talktalk.ie)) or call Customer Services.

### **Connection Fee**

- 1.20 When you connect to our Network you will usually be charged a connection fee ("**Connection Fee**"). This Connection Fee is levied in addition to any other Charges, which may be due under any other term of these Conditions and it arises primarily from charges which eircom levy on us. Accordingly, we reserve the right to pass on some or all of these charges to you and if appropriate to charge you for any additional related expenses we may incur in relation to your connection. The Connection Fee will usually be charged at the point of connection to the relevant Service, and we will notify you of the applicable connection fee at the time. If you take more than one Service from us, the Connection Fee will be levied only once. We reserve the right to increase, decrease or even waive the Connection Fee from time to time. We will notify you in advance if it is to be increased and you may be able to terminate your Contract in accordance with clause 14.1.

## **General LLU Provisions**

### **How we provide the Services to you**

#### **Local Loop Unbundling**

- 1.21 Developments in Network technology (known as Local Loop Unbundling or "LLU") may enable us to provide fixed line Services to you through our own Network rather than a third party Network. We will let you know when these developments occur. If you have previously agreed to take our LR service we may transfer you to our LLU network but we will still offer the same Services to you as those which you received from us before the transfer.
- 1.22 On the day that we transfer you to our LLU network, you may experience a temporary loss of Service of up to 24 hours. Afterwards, you may also have to re-set your access numbers and/or passwords.
- 1.23 Unless you have agreed previously to take our Broadband Service, we will seek your express consent before transferring you to our LLU network if you take a broadband service from another provider on the same telephone line at the time of transfer.
- 1.24 When you have been transferred to our LLU network, you need to be aware that:
- 1.24.1 you may no longer be able to use some telecommunications services you purchase from other telephone providers, such as indirect access services (whether using the eircom 13666 or other indirect access codes);
  - 1.24.2 you will no longer be able to use Broadband or Line Rental Services from other providers. We will not be liable for any charges which may arise as a result of the termination of your contract with your existing providers for those services;
  - 1.24.3 if you want to switch one or more of your services to another telephone provider, we may have to provide your remaining Service(s) through another Network. You accept that you may have to pay additional charges for receiving Services from us in that case.

## **2 Specific Provisions Relating to the LR Service**

### **General**

- 2.1 If you take our LR Service you must also take our Call Service. Your contract for our LR and Call Service will not include: telephone or other equipment (other than line rental); or internet access.
- 2.2 If we do not provide your LR Service over our LLU network you may use another provider for broadband services but you will need to continue paying them in order to receive that particular service.

### **Specific Provisions for LR and LLU**

- 2.3 We may be able to provide you with the following optional LR select services, for which there may be an additional charge:
- 2.3.1 voicemail;
  - 2.3.2 call waiting;
  - 2.3.3 ring back;
  - 2.3.4 call divert;
  - 2.3.5 withhold number on all calls;
  - 2.3.6 call forwarding;
  - 2.3.7 three way calling; and
  - 2.3.8 caller display.

Please note you can change your selected service options at any time in any given month. However, any service you request may require a short provisioning period before it can be activated. We will tell you what this is when you contact us.

### **Moving House**

- 2.4 If you are moving home, we will do our best to arrange the transfer of your line whilst retaining your existing telephone number. However, you accept that we may not always be able to do so and we are not liable to you if we cannot.
- 2.5 You accept that the installation of a new line in your new home will usually attract new line connection charges and a new twelve (12) month minimum term contract.
- 2.6 If you have been allocated or have chosen to obtain a new number, you accept that we may bill you for your calls at a higher rate than normal until our Call Service has been activated on your line.

### **Faults and Repairs**

- 2.7 If there is a fault with your Service, you should contact Customer Services. We will try to repair a service failure within two (2) working days after the day you report the fault to us.
- 2.8 You may also be able to claim compensation if we fail to repair your Service or if we fail to respond to a fault when we said we would. Please contact Customer Services or visit our Website for further information on reporting a fault.

Compensation claims will be dealt with on a case-by-case basis. If your compensation claim is successful, the amount you receive will be credited to a later invoice. The maximum compensation claimable is €500.00 per line per annum.

- 2.9 Please note, you cannot claim compensation if:
- 2.9.1 you have not made your claim within one (1) month from when we put things right;
  - 2.9.2 someone other than TalkTalk has caused the fault;
  - 2.9.3 the fault was caused by something outside TalkTalk's control, e.g. network or atmospheric conditions;
  - 2.9.4 we ask to come onto your property and you do not allow us to;
  - 2.9.5 we reasonably ask you for other help and you do not give it; or
  - 2.9.6 your Service(s) haven't been fully installed and activated at your address (whether you're a new customer or are moving house and taking your Service with you).
- 2.10 If you have agreed to a visit from our engineer, but the engineer is not able to come onto your property, we will charge you an abortive visit charge.
- 2.11 We can also charge you for any such engineer visit if we reasonably believe that you have caused the fault by damaging the phone line or phone plug in your wall.

### ***Transferring Services***

- 2.12 If you are an LR Services Customer, you will not be able to use another provider for any of your other calls.
- 2.13 If we provide the Services to you over our LLU Network, we may also charge you a higher fee for your Broadband Service.

## **3 Specific Provisions Relating to the Call Service**

### ***General***

- 3.1 Your contract for the Call Service does not include line rental or broadband. You will need to continue paying your existing providers for those services. The Indirect Access service will be available upon first use, following which one of your calls will be routed to our Customer Services to confirm your details for billing purposes.
- 3.2 If your telephone line is faulty and you do not take our LR Service, you will need to contact your Line Rental Provider (usually eircom) to repair and maintain the line and/or connection in accordance with the terms and conditions of your agreement with them. We are not responsible for any charges you may incur as a result.

### ***Customer-to-Customer Calls***

- 3.3 If your Tariff Plan includes Customer-to-Customer Calls, you will not be charged for the first 180 minutes of each call. Thereafter, the standard Charges relevant to your Tariff Plan will apply for all minutes in excess of 180 minutes. Customer-to-Customer Calls are available on the following conditions:
- 3.3.1 the calls must be made for normal residential use and not for business purposes. You must also use TalkTalk as your only call provider;
  - 3.3.2 you must call a number belonging to an active TalkTalk customer in the Republic of Ireland or the UK;
  - 3.3.3 you must call a local or national landline number; and
  - 3.3.4 you cannot use a call divert facility.
- 3.4 You accept that we can withdraw your ability to make Customer-to-Customer Calls at any time at our sole discretion. We will try and give you 30 days notice if we believe that our Customer-to-Customer or Inclusive Calls offer is damaging our business. However we do not have to give you any notice if we believe you are in breach of these Conditions or that your use may cause degradation of service levels to other TalkTalk customers.
- 3.5 Indirect Access Service customers are excluded from participating in Customer-to-Customer Calls.
- 3.6 Calls routed through the eircom Network, an operator connect call or a reverse call will not fall under the Customer-to-Customer Calls category.

### ***Inclusive Calls***

- 3.7 If your Call Service Tariff Plan allows you to call customers on other Networks for a fixed fee, these calls will be subject to certain limitations. If any such call (whether national or international) lasts for longer than sixty (60) minutes you will be charged for any minutes, which are in excess of this time. If you wish to avoid these charges you can replace the handset and re-dial before the sixty (60) minute threshold is reached.

### ***TalkTalk €1,000 Challenge***

- 3.8 The full terms and conditions of the TalkTalk €1,000 Challenge are available in any Carphone Warehouse store or on our Website. The TalkTalk €1,000 Challenge excludes:

- 3.8.1 calls carried over other Networks;
- 3.8.2 calls to mobile numbers;
- 3.8.3 renumber charge;
- 3.8.4 nuisance call service;
- 3.8.5 caller display;
- 3.8.6 new line installations;
- 3.8.7 any calls made using International Access;
- 3.8.8 any calls routed through the eircom Network;
- 3.8.9 any operator connect call;
- 3.8.10 any reverse charge call; and
- 3.8.11 any Customer who receives their Services from any third party operating under licence from TalkTalk.

### ***Moving House***

- 3.9 If you move house, your Call Service should continue uninterrupted. However, you accept that there may be interruptions to your service in some circumstances. For instance this may be the case if your telephone number changes or if you move out of an area covered by our LLU Network.
- 3.10 We do not charge you for reconnecting your TalkTalk Call Service in your new home. However you accept that you may have to pay higher call charges if you make calls before our Call Service has been activated at your new address. This may be the case if you have to get a new telephone number at your new address.

### ***International Calls***

- 3.11 You may be able to make international calls using our Indirect Access service. This allows you to make cheaper international calls by first dialling an Access Code. Your phone line may be barred for international destinations in which case you must first call our Customer Services before you can make any international calls.
- 3.12 You accept that you may not always get through to all international destinations and that we may also require you to pay a deposit or impose a Credit Limit before we allow you to use our Indirect Access Service. Even if we have applied a Credit Limit, you will be responsible for any call charges you incur in excess of that limit because of delays in our billing system.
- 3.12 You accept that you may need to pay higher charges for international calls that you make without using the Access Code.

## **4 Specific Provisions Relating to the Broadband Service**

- 4.1 The Broadband Service is not available as a separate Service. You must have our Call Service or LR Service in order to be eligible for the Broadband Service.

### ***Eligibility***

- 4.2 In order to provide you with the Broadband Service, we need to test your telephone line to ensure that broadband is available in your area. You are responsible for paying for any work that needs to be carried out on your telephone line in order to receive broadband.
- 4.3 When we activate your Broadband Service you accept that there may be a temporary loss of your line.

### ***Hardware***

- 4.4 To be able to receive and use the Broadband Service you will need an existing telephone line and a personal computer ("PC") of minimum specification. Please speak to Customer Services for further details of the minimum PC specification that is required. You will also need compatible cables and extension leads between your PC, Modem and telephone socket. You accept you may need to modify your PC slightly to make it operate with the Broadband Service. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty that you may have concerning your PC. We will not be liable if any such warranty has been invalidated as a result of work carried out by you, us or our agents (including eircom) to make your PC operate with the Broadband Service, except in the event of our negligence.

### ***Modem***

- 4.5 If when your order our Broadband Service you purchase a Modem (for example a wireless router) from us or we otherwise agree to supply one to you without charge (for example a wired Modem), we will aim to have the Modem delivered to your billing address before the Broadband Service is activated. However we cannot guarantee that you will receive the Modem in time. If you are unable to accept delivery of the modem at the appointed time and a further delivery is required, you may incur charges for the further delivery. For further details of delivery of the Modem please contact our Customer Services.
- 4.6 You must inspect the Modem as soon as you receive it and tell us of any damaged or missing items within seven (7) days by calling Customer Services. We will then send you a new Modem, but if we do this you must also return the faulty one to us in accordance with clause 4.7 below. We will also repair or replace the Modem if it becomes faulty during the first twenty four (24) months after we supply it to you, but we will not replace any faulty Modem if you are responsible for the fault (including without limitation as a result of your failure to follow the manufacturer's instructions or your mis-use or alteration of the Modem without our approval). In that case you must pay for a new Modem in order to receive the Broadband Service.

- 4.7 If we send a replacement Modem, you must return to us the faulty Modem (including all cables and software that came with it) within twenty-eight (28) days of receipt of the replacement Modem. You accept that we will charge you for the replacement Modem if you do not return the faulty Modem (including all cables and software that came with it). We will send you a pre-paid returns envelope to return a faulty Modem to us. You must keep the original box and packaging for the Modem in good condition and ensure that the Modem is stored in accordance with the manufacturer's recommendations.
- 4.8 If you wish to use a Modem or any other equipment that we have not supplied, we will try and help you as far as we can. However we cannot guarantee that the Broadband Service will work with that Modem or equipment.
- 4.9 If prior to the Commencement Date you cancel your Order for our Broadband Service in accordance with the Consumer Protection (Distance Selling) Regulations 2000 and we have supplied you with a Modem without charge, or if at any time you purchase a Modem from us over the phone or from our website and in accordance with the same Regulations you cancel your contract for the purchase of that Modem by giving us notice within the period of seven working days starting from the day after you receive the Modem from us, you must: (i) call our Technical Support Helpline on 1890 812 810; and (ii) return the Modem to us undamaged and in its original packaging in the pre-paid returns envelope we will send to you. If you have purchased the Modem from us, we will issue you with a cheque refund within twenty-eight (28) days of receiving the returned Modem from you. This refund will only apply to the purchase price of the Modem; we will not refund the cost of returning it to us unless it is faulty.
- 4.10 If you return the Modem to us in accordance with clauses 4.7 or 4.9 and have either failed to take reasonable care of the Modem while it remained in your possession or you have failed to return all the relevant cables and appropriate ancillary equipment or software supplied to you with the Modem, we shall be entitled to debit your account (using the details that you provided to us with your Order) for the full replacement cost of such Modem. To take reasonable care of the Modem you shall retain and keep the original box and packaging for the Modem in good condition and shall ensure that the Modem is stored in accordance with the manufacturer's recommendations.

#### **Software**

- 4.11 In order to connect to the Broadband Service, we may require you to install certain software on your PC. If you do not install this software, we may not be able to resolve any installation and/or connection problems you may experience. In addition, we are not responsible to you for any matter that may arise as a result of your failure to do so. By installing this software you also allow us access to your PC so that we can diagnose and fix any problems. You accept that we will be able to access your PC in this way.
- 4.12 Before you install the software supplied with the Modem and before you connect the Modem to your PC, you should back up or save any data on your PC. We are not responsible to you if you lose any data.

#### **Transmission Speeds**

- 4.13 We will try to give you the 'download' Transmission Speed that you have signed up for. This may be up to 3 Mbps, but we cannot guarantee that you will always be able to get this top Transmission Speed. If we cannot provide you with the Transmission Speed you have signed up for, we will give you the next available lower Transmission Speed. The Transmission Speed for your Service may also change if you move house because it is dependent on your proximity to your local telephone exchange and other factors affecting the quality of your line which are outside our responsibility or control. You accept that 'upload' speeds will always be slower than 'download' speeds. We will provide you with further details of these upon request.

#### **Customer Services**

- 4.14 If you have any queries regarding your Broadband Service or want to report a fault, you need to contact our Customer Services. In addition, we will operate a Technical Support Helpline to provide information and advice to you on any technical issues relating to your use of the Broadband Services. Calls to Customer Services and the Technical Support Helpline will be charged at the prevailing rates set out on our Website.

#### **Allocation and use of e-mail addresses**

- 4.15 We will give you a username and password in order to access the Broadband Service. You will be responsible for keeping this username and password confidential and agree to take all necessary steps to ensure their confidentiality and that they are not disclosed to any unauthorised third parties. You will inform us if you become aware of or suspect any unauthorised use of your username and password and agree to take all necessary steps (or such steps as may be requested by us) to prevent such use.
- 4.16 You accept that you do not own any e-mail addresses that we may have given you. You also accept there may be good reasons why sometimes we may need to change the e-mail addresses.
- 4.17 To prevent 'spam' from affecting the operation of our systems and the Broadband Service, we may need to block access to or delivery of any e-mail which appears to be of an unsolicited nature and/or part of a bulk e-mail transmission. We may also use virus screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments. We expect this software to be fully effective but we cannot guarantee that it will always protect you from unsolicited emails or any virus, worm, Trojan horse or similar. We therefore recommend that you install your own anti virus software.
- 4.18 You accept that we may sometimes need to limit the size of your mailbox. We will only do so when it is reasonably necessary.

#### **Transferring or Terminating your Broadband Service**

- 4.19 If you terminate your Broadband Service prior to the end of the Minimum Period you must pay us the amount set out in clause 9.7 below. The same applies if your telephone line is disconnected for any other reason such that we can no longer provide you with our Broadband Service.

### **Alarm System**

- 4.20 It is your responsibility to make sure that the Broadband Service does not affect any alarm system in your house.

## **5 Your Use of the Services**

- 5.1 You agree not to use the Services:

- 5.1.1 for business purposes or to sell on or supply the Services to anyone on a commercial basis;
- 5.1.2 for making calls, sending data, publishing, knowingly receiving, uploading or downloading any data or material which are or may be reasonably deemed to be a nuisance, a hoax, abusive, obscene, racist, defamatory, menacing, indecent (including to the Customer Services operators who deal with enquiries concerning the Service), in breach of confidence, in breach of any intellectual property right (including copyright) or which are otherwise objectionable or unlawful. You also agree not to allow others to do these things;
- 5.1.3 to do anything (or allow anything to be done) which we think (acting reasonably) may damage or affect the operation of any Network;
- 5.1.4 to cause annoyance, inconvenience or needless anxiety to any other person, company or organisation;
- 5.1.5 to send or procure the sending of any unsolicited advertising or promotional material;
- 5.1.6 for any purpose which we may reasonably notify you of, from time to time, due to the introduction of new legislation or applicable regulations;
- 5.1.7 as a means of communication, the purpose of which is other than that for which the Service is provided (including without limitation abusive or malicious calls), or which is carried out in an unauthorised way or for fraud or criminal activities;
- 5.1.8 for purposes of intrusion, or attempts to intrude, into the equipment and systems of any third party, or the mounting of any harassment campaign including Denial of Service Attacks;
- 5.1.9 in any way which does not comply with instructions given to you by us, our agents or our authorized contractors;
- 5.1.10 other than in accordance with the acceptable use policies of the Network and (if appropriate) any relevant internet standards; or
- 5.1.11 via a GSM Gateway.
- 5.2 You must comply with any instructions we give you about the Service and you acknowledge that we and our agents (including if applicable your Line Rental Provider) may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of other telecommunications services provided to you by us or your Line Rental Provider.
- 5.3 You acknowledge that the Service is provided to other users and we owe a duty to them as a whole to preserve our Network integrity and to avoid Network degradation. If, in our reasonable opinion, we consider it necessary to maintain our Network integrity or prevent Network degradation we may change your Services, (including without limitation, your Transmission Speed if you are a Broadband Service Customer) or manage your use of, or access to our Broadband Service as we see fit in the circumstances. These reasons include, but are not limited to, any circumstances where you are running an application or program that places excessive bandwidth demands on the Broadband Service for continued periods.  
For the reasons set out above and in accordance with the terms of our Fair Use Policy, we may, at any time and at our sole discretion, impose a fixed limit or a cap to the amount of data that you may download and/or upload if your usage is affecting, or may affect, other users' enjoyment of the Service. We will always endeavour to act reasonably when exercising our discretion in this regard.
- 5.4 In addition to the provisions of clause 5.3, you accept that we may apply limits to your use of any Service, which we provide. We may do this on various grounds including, without limitation, any use of the Services by you, which is inappropriate or unfair or affects (or may affect) other users' enjoyment of the Service or is significantly different from the usage that we would expect from a typical consumer user. Other than as set out in clause 5.3, we will not apply a limit without giving you prior notice but if we do so, you should be aware that this could result in us imposing on you:
- 5.4.1 limits of access to the Services; and/or
- 5.4.2 charges at the normal rates for calls which we regard as being beyond normal residential usage.
- Furthermore, if the circumstances occur under which we could impose a limit, we may also, at our sole discretion, suspend or terminate your ability to access the Services but we will only do this if it is reasonable in all the circumstances.
- 5.5 In addition to the provisions of clauses 5.3 and 5.4, we reserve the right, at any time, to give priority to certain other users of our Network in preference to you. We may do this for various reasons and in various circumstances, which

may include, without limitation, times when we offer new technology or products, such as voice over internet protocol ("VOIP") which increase the demand on our Network.

- 5.6 If you have registered your account with us, you must tell us promptly by calling Customer Services or by writing to Cardiff Lane, PO Box 8944, Dublin 2 if you change your name or address or if there are any changes to your payment card arrangements, which may affect your payment of the Charges.

## **6 Suspension of the Service(s) by Us**

- 6.1 We may suspend immediately the provision of the Services to you until further notice without compensation if:

- 6.1.1 we reasonably suspect that you are in breach of these Conditions; or
- 6.1.2 you are in breach of your obligation to pay the Charges and have not remedied the breach within seven (7) days of you being reminded to pay your bill. You should also note that if you have subscribed to our LR Service and fail to meet your payment obligations, your line may be blocked and you will not be able to make outgoing calls (excluding calls to emergency services) and you will not be able to use the Broadband Service; or
- 6.1.3 we are obliged to comply with an order or request of the Republic of Ireland Government, an emergency services organisation or other competent authority; or
- 6.1.4 you owe us any money whether under your Contract for the Call Service, the Broadband Service, the LR Service or otherwise; or
- 6.1.5 exceed your Credit Limit; or
- 6.1.6 we have reasonable cause to suspect fraudulent use of a payment card, whether a Credit or Debit Card or otherwise.

- 6.2 If we suspend the Services under this clause, your Contract will still continue and you shall reimburse us our costs and expenses reasonably incurred in suspending the Services and/or recommencing them. In addition, you must pay all Charges due from you under your Contract incurred prior to the time when your Contract is properly terminated. If we suspend any Service, we will not provide it again until you confirm that you will use the Service only as agreed in this Contract.

- 6.3 If we exercise the right to suspend (or bar your access to) the Services this shall not affect our right to terminate your Contract under clause 9.

## **7 Liability**

- 7.1 Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our negligence or that of our agents.

- 7.2 We shall not be liable for any loss that is not reasonably foreseeable nor for any loss calculated by reference to profits, income, or business or loss of such profits, income, or business or for any loss of data or goodwill.

- 7.3 In transferring you onto our Services and in providing the Services to you thereafter, we have to rely on other Network Operators and other providers of telecommunications services. Accordingly, we do not accept liability for the acts or omissions of Network Operators or other providers of telecommunication services.

- 7.4 Our aggregate liability, whether in contract or for negligence or breach of statutory duty or otherwise, to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed €1,000 for any one incident or series of related incidents.

- 7.5 The limitations of liability set out in this clause 7, are in addition to any other provisions limiting our liability set out elsewhere in these Conditions.

- 7.6 Nothing in these Conditions shall impose any liability on us in respect of non-performance of the Service where the performance claimed is outside the terms of your Contract or where such non-performance is directly due to your acts, omissions, negligence or default.

- 7.7 The Broadband Service allows you to access the internet and you agree that your use of the internet through the Broadband Service is at your own risk and subject to all applicable laws. We recommend that you install security software on your PC before accessing the internet but in any event, we shall not be liable if you do not and shall not be liable for any damage caused to or by your PC whether from any or for any viruses that may affect your PC or equipment attached to it or otherwise. We may offer you anti virus software and shall be entitled to charge you for its use. In addition, we shall not be liable for any loss or corruption of data or any losses you may suffer arising from your use of (or failure to use) any anti virus software. You agree that it is your responsibility to protect your PC against viruses and to back up all data to protect against loss or corruption of such data. We shall have no responsibility for any goods, services, information, software or other materials that you use or obtain when using your PC whether offline or online for accessing the internet (including e-mail).

- 7.8 We do not warrant or guarantee the accuracy or completeness of any Content provided with the Broadband Service, including without limitation, any information, sound, data, software or other materials (in whatever form). You agree that any use that you make of any such Content is at your sole risk and is subject to any third party terms and conditions applicable to that Content.

- 7.9 Although alarm signals can be carried across a Network, we are not responsible for lack of service or failure to deliver an alarm signal due to:
- 7.9.1 your use of the Services;
  - 7.9.2 a Network going down;
  - 7.9.3 suspension of your account under clause 6;
  - 7.9.4 failure arising from any misuse of your phone line or telephone equipment;
  - 7.9.5 your telephone line being migrated to our LLU Network pursuant to clause 1.21; or
  - 7.9.6 for reasons outside our control (including, without limitation, if there is a technical failure of a Network, because a Network is being tested, modified or maintained or if access to any Network is denied to us).

## 8 **Charges and Payment**

- 8.1 Our Charges for providing the Services shall be effective from the Commencement Date applicable for each Service and will be calculated in accordance with your Tariff Plan.
- 8.2 You must pay all the Charges incurred by you, or any person using any Service, even when such Charges exceed any Credit Limit imposed upon your account.

### ***Your Bill***

- 8.3 We shall prepare and send to you a bill for the Services you have used at the end of every Billing Period (which will usually be on a monthly basis).
- 8.4 You may choose to receive your bills in paper or electronic form (including accessing your bills online). If you choose to receive your bill in paper format we reserve the right to charge you an additional amount for providing you with this service.
- 8.5 The LR Service, the Broadband Service (if applicable) and certain charges for the Indirect Access or Call Service will be billed monthly in advance. Monthly charges incurred for periods of less than one month will be calculated on a pro rata basis. Calls made using any Service will be billed in arrears.
- 8.6 All bills must be paid promptly on receipt of an invoice. Unless we expressly agree otherwise any and all Charges are inclusive of VAT.
- 8.7 You can pay for the Service by:
- 8.7.1 direct debit;
  - 8.7.2 telephone by using a debit or credit card;
  - 8.7.3 cheque in the post;
  - 8.7.4 postal order;
  - 8.7.5 by paying at Pay Point outlet;
  - 8.7.6 in cash or by laser debit card at a post office.

### ***Direct Debit Payment***

- 8.8 If you pay by direct debit, and the direct debit is dishonoured or cancelled we shall be entitled to pass on to you any third party charges we incur and in addition, we may lower your Credit Limit, suspend or terminate your Service. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation.
- 8.9 Unless you have requested itemised billing (for which we may charge you extra), you will only be advised of the total amount of Charges.

### ***Interest***

- 8.10 We may charge you interest both before and after judgement at a rate equal to the greater of 2% above base rate from time to time of Barclays Bank plc or the statutory minimum allowable on the late payment of our bill. Interest is charged on a per annum basis, calculated daily.

### ***Credit Limits***

- 8.11 Where you have entered a Contract to receive any Service from us, your account is limited in any one month to an amount which may either have been set at the time of your application or at any time thereafter while you have a Contract with us ("**Credit Limit**"). This Credit Limit is subject to the following provisions:
- 8.11.1 we may, depending on your payment history with us, lower your Credit Limit. On request we may agree to raise your Credit Limit. If you wish to vary your Credit Limit you should telephone Customer Services;
  - 8.11.2 as our billing system is not instantly updated each time you make a call, it is possible to exceed your Credit Limit. The Credit Limit does not act as a bar and you may be able to incur Charges that result in you exceeding your Credit Limit. You will be liable for all Charges, including any in excess of your Credit Limit. You will be asked to pay all Charges incurred before Services are reinstated; and

8.11.3 we may suspend your service if your Credit Limit is exceeded.

### **Deposits**

8.12 In addition to setting a Credit Limit, we may ask you to pay a non-interest bearing deposit which we will be able, at any time, to use to pay off any Charges you owe. Any such deposit will be reasonable and will be assessed in the light of your previous TalkTalk bills and credit history. At any time, you may ask for a refund of your deposit but this may result in us reducing your Credit Limit.

### **Call Charges**

8.13 Charges for calls you make using any Service will be calculated using details logged and recorded by us. Calls are charged based on the rate applicable when the call was initiated. Calls will be charged and inclusive allowances deducted in one minute increments (with any part minutes rounded up to the nearest minute). Individual charges will then be rounded up to the nearest half cent and your total call charges rounded up to the nearest whole cent. In addition, and notwithstanding the preceding sentence, there is a minimum call charge and the details of this charge will appear in our price list which is available on our Website.

8.14 You should also be aware that we may allocate Call Data Records (“CDRs”) which have been received late, whether from other Network Operators or otherwise, into the bill for your current Billing Period. Further details of late arriving CDRs are available from Customer Services.

8.15 If your Tariff Plan includes Customer-to-Customer minutes, which apply to all call types up to a monthly limit, unused inclusive call minutes cannot be carried forward from one month to the next. In this context “monthly” or “month” means your monthly Billing Period, which may not equate to a calendar month.

8.16 If you are eligible under the DFSA scheme, you will receive a monthly discount off the applicable element of your total bill at the prevailing rate set by the relevant statutory body.

### **Changing Our Charges**

8.17 We shall be entitled to amend our Charges or change the Tariff Plan you are on from time to time and we will notify you of such changes by making the amended list of Charges available on our Website or by notifying you when you call Customer Services. If Charges are decreased this will be reflected in your next bill. Should we increase the Charges we shall provide you with thirty (30) days notice of such increase and the increase will take effect from the end of that period. In this instance you may, in accordance with and subject to the provisions of clauses 9 and 14.1, be entitled to terminate our Services made available under these Conditions.

### **Other Charges**

8.18 If you are a Customer of our Call Service then unless you are on our LLU Network, you should be aware that certain types of call are not carried via CPS regardless of the call option selected because they are eircom services and are included in eircom’s rental charges. These include calls to emergency numbers, operator assistance, directory enquiries and number ranges used for flat rate internet access. You will continue to have access to these services and any Charges will appear on your eircom bill. If you are a Customer of our LR Service but are not on our LLU Network, any calls made on your line which are not routed through our CPS Network will be carried directly over the eircom Network and billed to your TalkTalk account at the appropriate rate which may be a higher rate (such as the applicable eircom rate from time to time at the time of the call) as may be specified in the TalkTalk price list which appears on our Website. We reserve the right to pass on any additional call usage charges which arise for any calls which are carried directly over the eircom Network. Calls carried by an alternative service provider other than TalkTalk or eircom will not be billed by us and any such calls will be billed by the service provider that you have chosen to carry those calls.

8.19 Upon termination of any Service for whatever reason all sums outstanding and any cancellation Charges arising as a result shall be treated as a debt and shall become immediately due and payable. For clarity, this includes any charge that we incur from a third party for disconnecting you from a Service.

8.20 You agree to pay all fees, charges or expenses reasonably incurred by us or our agents in collecting or attempting to collect any charges or debts owed by you to TalkTalk or otherwise associated with your failure to pay the charges in accordance with this agreement.

## **9 Ending Your Contract**

9.1 If you no longer want to receive one or several of our Services, you must tell us a certain number of days in advance. How many days will depend on which Service(s) you currently take from us. If you receive more than one service (for instance Calls and Broadband), you must also tell us which Services you no longer want.

9.2 Some of our Services have a Minimum Period. This means that you are legally obliged to keep receiving our Service until the end of that term. If you leave before the end of the Minimum Period, you accept that you have to pay us an additional charge. Please see clause 9.7 about this charge.

### **Term**

9.3 For the LR Service, the Broadband Service and the Call Service, the Minimum Period is 12 months. Please see the definition of Minimum Period if you would like more information.

### **Termination by You**

- 9.4 If **you** wish to cancel a Service, the following will apply:
- 9.4.1 to end the Call Service, you must tell us in writing 15 days in advance of leaving us.
  - 9.4.2 to end the Broadband Service, you must tell us in writing 30 days in advance of leaving us;
  - 9.4.3 to end the LR Service, you must tell us in writing 30 days in advance of leaving us. However, if you are leaving us to go to another telephone company, we will consider that you have given appropriate notice as soon as we receive notice from your new provider. In other words, you will not be required to give us 30 days written notice in this instance.
- 9.5 If you wish to end any of the Services, you must write to us at TalkTalk Ireland Limited, PO Box 8944, Cardiff Lane, Dublin 2, Ireland stating your name, address and TalkTalk Call Service Telephone number. Any legal proceedings that may be issued by you can only be served by sending them to: The Company Secretary, Group Legal Department, TalkTalk Ireland Limited, 1 Portal Way, London, W3 6RS.

#### ***Termination by Us***

- 9.6 If **we** wish to cancel a Service, the following will apply:
- 9.6.1 to end the Call Service, we can stop supplying you with our Service if we tell you in writing 7 days in advance.
  - 9.6.2 to end the LR Service or the Broadband Service, we can stop supplying you with our Service if we tell you in writing 30 days in advance.

#### ***Payments Due on Termination***

- 9.7 If your Contract has a Minimum Period and you terminate the Service before the end of that Minimum Period you must pay us, as compensation for our losses, an amount equal to the total remaining monthly fees which you would have had to pay under your Contract from the date of termination up to the end of the Minimum Period.
- 9.8 We will not charge you anything if you cancel your LR or Call Service less than 7 working days after the date on which you agreed to take those services.
- 9.9 If you wish to cancel an Order before the Commencement Date, you accept that we may charge you a disconnection fee for any work that may have been done at your local exchange.

#### ***Other instances when we can end your Contract***

- 9.10 If you cancel or terminate any Service or change Tariff Plan you accept that we can cancel any other Service that we supply to you by giving you thirty (30) days' notice.
- 9.11 If you breach your Contract, and we ignore your breach, or if the Service is suspended, we can still end your Contract if you breach it again or if the Service is suspended.
- 9.12 If at any time eircom ceases to provide services to us such that we are unable to continue to provide any of the Services to you, we may immediately terminate our Contract with you.
- 9.13 We may terminate your Contract by giving you notice in writing, if you are in material breach of these Conditions, if you give us false credit information, or if you are or become insolvent.

#### ***Other provisions***

- 9.14 If we end your Contract for Call Services under this clause 9, and you are not on our LLU Network, you accept that we can transfer your Call Service either to eircom, or back to your original provider without your consent.
- 9.15 If you end your Service with us, you will be responsible for transferring to another service provider. If you do not do this, you may be left without any telecommunications service.
- 9.16 If we or you end the LR or Call Services, your Broadband Service will also be ceased, and the termination fees as detailed in clause 9.7 will apply

### **10 Use of Your Information**

- 10.1 We respect your personal information and undertake to comply with applicable Data Protection legislation in place from time to time. We may hold information that you provide to us (such as by telephone on an application or Order form or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("**Your Information**") may include your name, address, date of birth, gender, telephone numbers, email address, bank and Credit or Debit Card information, occupation and employment data, lifestyle information and details of how you use the Services, which may include for example and without limitation, traffic data related to your use of the Call Services including, without limitation, the numbers you call, the type, date, time, location, duration, and cost of calls, messages or other communications, the addresses you send messages to, or your use of the Broadband Service, such as how long you are on-line, your browsing activities and other general information about the way you pay and manage your account.
- 10.2 We may share Your Information with: companies within the CPW Group and any company or other entity in which CPW Group owns (directly or indirectly) more than 15% of the issued share capital for the purposes described in these Conditions including, without limitation, its insurance companies); and, in the event that we undergo a re-organisation or

are sold to a third party, you agree that Your Information may be transferred to that re-organised entity or third party for the purposes and subject to the terms of these Conditions.

#### ***How Your Information May be Used***

- 10.3 Your information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:
- 10.3.1 processing your Orders or applications; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to banks and debit and credit card companies to validate your Credit or Debit Card details; dealing with requests, enquiries or complaints and other Customer care related activities; debt recovery (also using recovery agents and agents facilitating contact with you) and legal actions and all other general administrative and business purposes;
  - 10.3.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about CPW Group's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. TalkTalk and other members of the CPW Group may tell you about these by post or telephone. TalkTalk and other members of the CPW Group may also tell you by email, fax, SMS, MMS, automated telephone call and via world wide web, WAP and similar sites, subject to any preferences indicated by you at the time you apply to enter into this Contract or subsequently;
  - 10.3.3 contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned;
  - 10.3.4 passing on data to organisations from which you have ordered any products and services; registering your details and allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and CPW Group's loyalty or reward programmes and other similar schemes;
  - 10.3.5 inclusion in a telephone directory in printed/electronic format, a telephone directory available on the internet or world wide web and a directory enquiry service operated by us or by a third party but only where you have consented to this;
  - 10.3.6 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with national security, legal proceedings and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; and/or
  - 10.3.7 carrying out activities connected with the running of our business such as personnel training, quality control, Network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a Customer or a potential Customer.

#### ***Credit Checking and Account Collections***

- 10.4 You agree to the disclosure by us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:
- 10.4.1 any information relating to your Contract with us including details of how you conduct your account and your obligations to us and your personal financial information;
  - 10.4.2 any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and
  - 10.4.3 any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.
  - 10.4.4 We may also use the information you supply to carry out credit checks to help decide whether to accept your application or future applications, and to verify your identity and to protect our legitimate interests. This may involve searching information held about you by licensed credit reference agencies who will record details of the search and your application.
  - 10.4.5 We may use a combination of credit scoring and/or automated decision making systems when assessing your application.
  - 10.4.6 If you proceed with an application we may subsequently disclose details to credit reference agencies of your Contract, the payments you make under it, account balances and information about any default, dispute, queries and debts. We may also disclose details of any reported change of address or changes of which we become aware. We may also check and share your details with fraud prevention agencies who will record details of any false or inaccurate information provided by you or where we suspect fraud.
  - 10.4.7 The information may also be used by us, credit reference agencies and other organisations to:
    - 10.4.7.1 help make decisions about other credit applications by you or other members of your household with whom you are linked financially; and
    - 10.4.7.2 trace debtors, recover debts, prevent money laundering and to prevent and detect fraud.

- 10.4.8 Information held about you by the Credit Reference Agencies may be linked to records relating to your partner. Under certain circumstances, you may be entitled to request that you and your partner are financially independent and your application may then be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your partner that is likely to affect our willingness to offer financial services to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis.
- 10.4.9 Records held by fraud prevention agencies may also be shared with other organisations to help them make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
- 10.4.10 If you do not become our Customer or if your application is declined we will continue to hold information about you for such period as we determine for the purposes of dealing with enquiries, complying with any legal obligation and for crime and fraud prevention and detection.
- 10.4.11 You can ask us at any time for details of the credit reference and fraud prevention agencies to whom your information is disclosed and from whom it was obtained however we will not be able to provide you with any information relating to reasons for your failure to pass the credit scoring or automated decision making systems operated by these agencies or other information held by such agencies. If requested we may be able to give you details of the sorts of information we take into account when assessing an application.

### **Records**

- 10.5 We may also pass your information for any specific purpose to certain third parties (some of which may be based outside of the European Union) where this is necessary or otherwise required or allowed to those who provide products or services that support the Services that we provide, such as our dealers and suppliers; credit reference agencies (unless we have agreed otherwise) who may share your information with other credit and insurance organisations and who may keep a record of the searches we make against your name; if someone else pays your bill, such as your employer, that person; those agencies and organisations involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare Your Information with information collected from other sources and who may keep a record of the searches we make against your name; and anyone we transfer our business to in respect of which you are a Customer or a potential Customer and they may use and disclose Your Information for the same purposes as us.
- 10.6 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your user information or information concerning your activities whilst using the Service we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.
- 10.7 We may disclose to third parties aggregated data related to the use of the Service provided that a single individual is not identifiable in such data.

### **The Data Protection Commissioner**

- 10.8 A comprehensive description of how we use personal information is publicly available from the Data Protection Commissioner - please see: [www.dataprotection.ie](http://www.dataprotection.ie).
- 10.9 If you would like us to tell you what information we hold about you, please write to us c/o The Data Controller, TalkTalk Ireland Limited, PO Box 8944, Cardiff Lane, Dublin 2, Ireland. We may charge a €6.35 administration fee; please quote your full name, address, telephone number and account number on all requests. You can also call Customer Services or speak to an employee in any Carphone Warehouse store to correct or update any inaccurate or incomplete information and to advise us of any preferences you may have concerning how you can be contacted for marketing purposes or to indicate your preferences for directory entries.

### **Opting Out**

- 10.10 If you do not wish your details to be used for the purposes described in clauses 10.3.2, 10.3.3 and 10.3.4 please write to us at the above address stating your full name, address, account number and phone number. Please note: this will not affect any marketing consent which you have already given to any of the companies referred to in this clause in respect of agreements relating to other products and/or services.
- 10.11 If you provide us with any information about any other individual, such as another user of our services, it is your responsibility to ensure that that other individual consents to, and is made aware of, the use of their information by us for the purposes set out in this clause.
- 10.12 Subject to your rights of objection set out in this clause, and your right of objection in the registration process, you agree that you consent to us, CPW Group or third parties contacting you for any of the above purposes whether by telephone, email, MMS, SMS or in writing and you confirm that you do not consider any of the above as being a breach of any of your rights under The Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 10.13 We may use "cookies" and other software so as to be able to build up a profile of your interests and preferences and this may be used by us to develop and operate the Service.

## **11 Matters Beyond Reasonable Control**

11.1 Sometimes we are unable to do what we have agreed due to something beyond our reasonable control. If this happens we do not accept responsibility for what has occurred.

## **12 Transfer**

12.1 You may not transfer the whole or any part of the Contract without our prior written consent.

12.2 Your Contract may be administered in whole or part by another company within the CPW Group.

## **13 Disputes**

13.1 If you have a complaint or query regarding any aspect of the Services including your bill, please contact us by calling Customer Services or by writing to us at TalkTalk Ireland Limited, PO Box 8944, Cardiff Lane, Dublin 2, Ireland . Please include both your phone and customer account numbers in any correspondence.

13.2 We aim to respond to all email queries within 5 working days of receipt and all written queries within 7 working days of receipt. In the unlikely event we are unable to fully resolve a complaint, or in the event you are not happy with our response to any complaint or query that you make, you may refer your case to ComReg via Telephone on +353 1 8049600, or e-mail: Consumerline@comreg.ie.

## **14 General**

### ***Changing these Conditions***

14.1 We may change these Conditions at any time for legal, regulatory or commercial reasons. We will notify you of all such changes in writing and/or by publishing them on our Website ([www.talktalk.ie](http://www.talktalk.ie)). To the extent that such changes are to your material detriment or relate to an increase in the charges, we will give you at least thirty (30) days notice of such changes by writing to you and/or publishing them on our Website, or providing them on our Customer Services telephone line by way of a recorded message. If you object to such changes you may be able to terminate your Contract at any time in accordance with the provisions of clause 9 by giving us not less than 7 days' notice.

14.2 The Contract sets out the whole agreement between you and us for the provision of the Services and supersedes all prior agreements between you and us. Neither of us has relied on any representation arrangement understanding or agreement (whether written or oral) not expressly set out in these Conditions.

14.3 If any particular clause of these Conditions shall be, or be held to be, invalid or shall not apply to the Contract, the other clauses hereof shall continue in full force and effect.

### ***How We Can Notify Each Other***

14.4 Any notice which has to be given under these Conditions shall be in writing and shall be deemed to have been given by us if, left at or sent by post to you at the address stated in your application or any other Republic of Ireland address you supply to us for this purpose, or by you to us at the address given on your last monthly bill. Any notice or document shall be deemed to have been delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post). References in these Conditions to notices given to you by us "in writing" also includes by email, which must be sent to your email address stated in your application or any other email address that you supply to us for the purpose. Notices given by us by e-mail shall be deemed to have been delivered the day after the day the notice is sent.

### ***Call Monitoring***

14.5 Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

14.6 We make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party Networks over which we have no control and if you are connected to an analogue Network, there is no protection for your communications over the air interface. If you are connected to the digital Network, your communications over the air interface with our systems are encrypted providing a greater level of protection, but even this cannot be guaranteed.

14.7 Any calls you make using the Service, whether to Customer Services or otherwise, may be recorded and so you hereby grant us, or our agents, the right to monitor or record your calls, emails or SMS for our lawful business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems, to ensure effective systems operation and in order to prevent or detect crime.

14.8 Failure by either you or us to exercise or enforce any right conferred by statute or the Contract shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.

14.9 Except in the case of any permitted assignment of the Contract, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of the Contract.

14.10 These Conditions and all other legal relationships between us shall be governed by Irish Law, and are subject to the exclusive courts of the Republic of Ireland.

## Schedule 1

### DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires):

“**Access Code**” means the prefix 13636. TalkTalk may alter the Access Code at any time, at our sole discretion or as required by any government agency;

“**Billing Period**” means any period in respect of which we bill you from time to time for your use of any of the Services provided to you;

“**Broadband Service**” means the high speed ‘always on’ Network access to the internet provided in accordance with the particular type of Tariff Plan chosen by you and supplied to your Premises via either our Network or your eircom landline and which is provided in accordance with the terms of your Contract;

“**Call Service**” means the service that we provide to you that allows you to make telephone calls via our Network in accordance with the terms of your Contract and which includes the technological access methods of CPS and LLU;

“**Carphone Warehouse**” means The Carphone Warehouse Limited (registered in England under Company Number 2142673) of 1 Portal Way, London, W3 6RS;

“**Charges**” means our published list of prices as amended from time to time applicable both to our Services in general and your particular Tariff Plan. To obtain a copy please call in at your local Carphone Warehouse store, or telephone Customer Services or visit our Website;

“**Code of Practice**” means TalkTalk’s code of practice, as amended from time to time, which is available on our Website(s), by telephone or by written request to Customer Services.

“**Commencement Date**” means the date upon which our supply to you of any Service commences, and the relevant Commencement Date for each Service will be as communicated to you by us. This date is not guaranteed but a Customer of the Call Services shall be deemed to be ‘active’ from 12 midnight on the day before such a Customer’s Commencement Date;

“**Conditions**” means these terms and conditions as amended by us from time to time in accordance with clause 14.1;

“**Content**” means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Broadband Service including all information supplied by content providers from time to time;

“**Contract**” means the contract between you and us to pay for and receive the Service set out in these Conditions (together with such changes and/or other terms as may be notified to you from time to time) and your current Tariff Plan as amended from time to time;

“**CPS**” means ‘Carrier Pre Selection’, which is the Network access mechanism that occurs when a particular telecommunications operator, automatically programmes your local telephone exchange to route your calls or traffic over a particular carrier’s Network without your customer premises equipment having to be reconfigured or you having to dial additional (prefix) codes on your telephone prior to making a call or using any other telecommunications service;

“**ComReg**” means Commission for Communications Regulation, the national regulatory authority for the telecommunications industry in Ireland.

“**CPW Group**” means The Carphone Warehouse Group Plc (company no: 3253714), and any other company or entity in which CPW Group owns (directly or indirectly) more than 15% of the issued share capital including, without limitation, its insurance companies, Carphone Warehouse, Opal Telecom, TalkTalk, TalkTalk Business, TalkTalk Telecom Limited, Geek Squad UK Limited and TalkTalk Direct;

“**Credit or Debit Card**” means your nominated credit or debit card, details of which you have provided to us by any means;

“**Credit Limit**” means any credit limit, which is applied to your account either when you apply for any Service or at any time thereafter and described more fully in clause 8;

“**Customer**” means any customer who enters a Contract;

“**Customer Services**” means the customer services facility provided by us for you to report any faults with any Service or make general or account enquiries via 1902 (or such other number as may be advised to you by us from time to time). Customer Services help-line facilities are available in respect of both the Call Service and Broadband Service between the hours of 9am to 9pm Monday to Friday, 10am to 6pm on Saturdays and Sundays. If you call Customer Services from your Call Service fixed line telephone number, which is registered with TalkTalk, such calls will be free, all calls made to Customer Services from other numbers will be charged at national rates. Calls to Customer Services may be monitored;

“**Customer-to-Customer Calls**” means those calls, which are made: in the Republic of Ireland; by Customers who have been notified that they are eligible to benefit from Customer-to-Customer Calls; and are between Customers of our Call Services using their fixed line telephone number which is registered with us and which, if made in accordance with clause 3.3 as applicable, will not cause you to incur Charges;

“**Denial of Service Attacks**” means any attacks to the Network on which the Broadband Service is provided or any other third party’s Network, the purpose of which are to attempt to prevent legitimate users from using or enjoying the benefit of the Broadband Service or any other similar service (as the case may be), including but not limited to, attempts to ‘flood’ the Network or to disrupt users from connecting to, accessing or using the Broadband Service;

“**DFSA**” means Department of Family and Social Affairs;

“**Indirect Access**” means a fixed line telephony product which allows a customer to access special call rates (including local, national, international, mobile and non-geographic numbers) by first dialling an Access Code immediately before making a call. At the date of this Agreement the Access Code is 13636;

“**internet**” means the global data Network comprising numerous interconnected Networks communicating via the telecommunications system as defined in Section 4(1) of the Telecommunications Act 1984 or by such other methods as may hereafter be developed, invented or discovered, commonly known as the internet;

“**Line Rental Provider**” means the service provider, such as us or eircom, who rents to you the fixed telephone line that you use to receive the Services;

“**LLU**” means Local Loop Unbundling which is a technology that allows alternative telecommunications companies to put their own equipment onto the end of a consumer’s copper local loop and own the connections for the local exchange instead of eircom, so as to offer services in competition with eircom;

“**LR**” means line rental;

“**LR Service**” means the LR service provided to you by us, which allows you to obtain from us the telephone line(s) on which you make your calls or connect to the internet. We may provide the LR service to you using either wholesale line rental or LLU;

“**Minimum Period**” means for any Customer who enters a Contract for the Broadband Service, the Call Service or the LR Service, the period of twelve (12) months from the Commencement Date of any such Service.

“**Modem**” means the high-speed Modem or wireless router and any ancillary equipment (which may include microfilters, wireless USB adapters and other peripheral equipment) that we, or our authorised distributors, may sell or supply to you when you subscribe to the Broadband Service that enables you to connect your personal computer (“**PC**”) to any Network;

“**Network**” means as the context requires either the public switched telecommunications, internet protocol packet Network and/or a wireless telegraphy link by means of a cellular radio system operated by a Network Operator;

“**Network Operator**” means, as the context requires eircom, BT Ireland or such other company or companies from time to time that operate a fixed line or ‘virtual’ Network, which can be accessed for communication purposes;

“**Order**” means any order that you submit to us for any of the Services;

“**Premises**” means the Republic of Ireland premises where we agree we shall provide you with the Broadband Service and/or the LR Service;

“**Service(s)**” means, as the context requires, any of: the LR Service; the Call Service; the Broadband Service or any other telecommunications services that we may provide to you pursuant your Contract;

“**TalkTalk**”, “**we**”, “**us**”, “**our**” means TalkTalk Ireland Limited (trading as TalkTalk™) (registered under Company Number 360017) of 39/40 Upper Mount Street, Dublin 2, Ireland;

“**TalkTalk Direct**” means TalkTalk Direct Limited (registered in England under Company Number 5303195) of 1 Portal Way London, W3 6RS;

“**Tariff**” means the tariff setting out our list of Charges for any of the Services we offer from time to time, copies of which are available at our Website or by contacting Customer Services. Although we are able to launch new TalkTalk products and/or alter our Tariffs at any time, if we make an alteration to your existing Tariff (but not if we simply launch a new Tariff), which has a material detrimental effect on you, the provisions of clause 14.1 may apply;

“**Tariff Plan**” means the monthly Tariff (that may include some elements which are not chargeable) which you select for the Services at the time you place your Order and which you may change from time to time by agreement with us and where we agree, such change to take effect at the start of your next Billing Period;

“**Technical Support Helpline**” means the Broadband Service technical support telephone helpline available via 1890 812 810 (or such other number as we may advise from time to time) between the hours of 9am to 9pm Monday to Friday and 10am to 6pm Saturday and Sunday. Calls to the Technical Support Helpline are charged at premium rate (as specified from time to time on our Website). All calls may be monitored. This technical support help line is specific for the Broadband Service only;

“**Transmission Speed**” means the rate in either thousands of bits per second (“**Kbps**”) or millions of bits per second (“**Mbps**”) that data is transferred between two Modems. Your transmission speed is that specified in your Tariff Plan;

“**Website**” means the website for the TalkTalk business currently located at url: [www.talktalk.ie](http://www.talktalk.ie) and [www.13636.ie](http://www.13636.ie) and any other website(s) as TalkTalk may make available in connection with the Service from time to time.

“**you**” and “**your**” means the person named in the application process and/or, where the context requires, it includes a person we reasonably believe is acting on that person’s authority.

Words in the singular shall include the plural and vice versa and references to legal persons shall include natural persons and vice versa. The headings in these conditions are intended for reference only and shall not affect their construction.