



YOUR CONTRACTS

Important information – please read

Sky Broadband and Talk

STBBROITC 1119



SKY BROADBAND AND SKY TALK CONTRACTS

This booklet includes the terms and conditions for Sky's Broadband services and/or Sky Talk services (the "**Contract(s)**").

Please take a few minutes to read carefully the terms and conditions set out below for the products and services you have ordered from Sky.

By using your chosen Sky services you are agreeing to the terms and conditions set out below that relate to those services including any changes to them or the services in accordance with these terms and conditions.

KEY FACTS ABOUT YOUR CONTRACT(S)

Capitalised words represent defined terms. Please see the Glossary at the end of your Contract(s) for details of what these mean.

What do the Service(s) include and can I get them?

- For full details of the Service(s), including the subscription packages available, Sky Talk additional features, eligibility criteria and locations in which they are available, please see www.sky.ie.
- If you take Sky Broadband and request an engineer installation or choose to have an engineer install your Wireless Router, we will confirm the charge (if any) for your appointment when you place your order. Sky will not install fibre optic broadband services where extensive construction over and above standard needs is required. Please refer to the installation terms and conditions set out at the end of this Contract.
- Sky Talk services are only available with Sky Broadband Ultrafast and Ultrafast Max over IP.
- A fair usage policy applies to Sky Broadband Ultrafast and Ultrafast Max. This policy and the associated usage cap are clearly explained at www.Sky.com/Ireland/terms-conditions/broadband/usage-policies

How long does/do your subscription(s) last?

- Your subscription(s) for the Sky Line Rental element of Sky Talk and/or Sky Broadband each have a minimum term which starts on the date each of your services are activated. This was agreed when you ordered your Service(s) and will be confirmed by us in writing before your service(s) start(s).
- If you end your subscription(s) early, you may have to pay an early termination charge (unless you have a right to end them early without charge under **condition 10.4**). For more information on how any early termination charges will be calculated please contact Sky Customer Services using the contact details set out in "How can I contact Sky?"

Will the price of the Service(s) change?

- We may vary some of the prices for the Service(s). We will give you notice before we do this. However, there may be times when it is not possible to give advance notice, such as when a variation is required as a result of a change in the law or a VAT change.
- Please see **conditions 6.1 and 6.2** headed "[Variations to the price, Services or your Contract\(s\)](#)" for full details including your options when your payments vary beyond the limitations agreed. It is important that you read these so that you understand the scope of the variations we can make to the price of the Service(s) (including during your Minimum Term).

Will the Service(s) change?

- Sky Broadband and Sky Talk are separate and variable services and, subject to certain limitations, may vary from time to time.
- Please see **conditions 6.5 - 6.9** headed "[Variations to the price, Services or your Contract\(s\)](#)" for full details and what this means for you. It is important that you read these so that you understand the scope of the variations we can make to your Service(s) (including during your Minimum Term).

Will your Contract(s) change?

- We may vary the terms and conditions set out in your Contract(s) from time to time where necessary for administrative or technical purposes, to give effect to other conditions of your Contract(s) or as a result of a change in the law or a request or requirement from a regulatory authority. Please see **conditions 6.10 to 6.13** headed “Variations to the price, Services or your Contract(s)” for full details and what this means for you. It is important that you read these so that you understand the scope of the variations we can make to your Contract(s) (including during your Minimum Term).
- The latest copy of the terms and conditions for Sky Broadband and/or Sky Talk are available at www.sky.ie/termsandconditions or on request using the contact details set out in “How can I contact Sky?”
- The agent providing the services hereunder, and all other companies referred to in these terms and conditions will be replaced by Sky Ireland Limited, another company within the Sky group of companies for all customers in the Republic of Ireland and the Contract shall be read accordingly.

When can I cancel my subscription to the Service(s)?

- Please see **condition 8.1** headed “When can you cancel your subscription to the Services?” for more details.
- Outside of your Minimum Term, you can also cancel your subscription by either transferring your Service(s) to an alternative service provider or giving us **31 days’ notice** at any time (depending on what type of service you are moving to (if any)).

What happens if I miss a payment?

- If you fail to make a payment to us when it is due and the sums are not in dispute, we may control, restrict or end the provision of the Services by giving you **at least 7 days’ notice in writing** and/or charge you a fee for late payment. Details of these fees can be found at www.sky.ie/latepaymentfee

Will the Services affect the operation of my home alarm system?

- If you have ordered fibre and a faceplate change is required please inform your alarm supplier that prior to the installation date they will need to disconnect any phone line that is hardwired into your alarm system (bridged) via the faceplate.
- Please see **conditions 6.5 - 6.9** headed “Variations to the price, Services or your Contract(s)” for full details and what this means for you. It is important that you read these so that you understand the scope of the variations we can make to your Service(s) (including during your Minimum Term).

How do offers affect your Contract(s)?

- If you take up a special offer for a Service, your Contract(s) will be varied to take account of the offer terms and conditions.

How can I contact Sky?

You can use the webform available at www.sky.ie/contactus

You can write to us at **Sky Ireland, One Burlington Plaza, Burlington Road, Dublin, Dublin 4.**

You can call Customer Services for Sky Talk and/or Sky Broadband on **0818 762 917**. Calls to and from Sky Customer Services may be recorded or monitored for training and other purposes.

Please note that calls made to Sky may incur a charge. The current rates for these are set out in our tariff guide at www.sky.ie/callpricing

HOW INFORMATION WE HOLD ABOUT YOU CAN BE USED

Please refer to the Sky Privacy and Cookies Notice (available at Sky.com/privacy) for information about the use of your personal information by Sky Ireland Limited and its group companies. You can request a paper copy of this notice by calling us.

WHAT IS COVERED IN YOUR CONTRACT(S)

PART 1 – TERMS WHICH APPLY TO YOUR SKY TALK AND SKY BROADBAND SERVICES

The basics

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Additional Sky Talk Specific Terms

1. Sky Talk Handset Rental Service
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PART 3 - SKY BROADBAND SPECIFIC TERMS

The basics

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Additional Sky Broadband Specific Terms

1. Your Wireless Router and Software (including Warranty)

PART 1 – TERMS WHICH APPLY TO YOUR SKY TALK AND SKY BROADBAND SERVICES

Each of the following conditions apply to both the Sky Talk Contract and the Sky Broadband Contract separately. Where appropriate, we have indicated in this Part 1 where your Contract includes additional conditions which are set out in Part 2 (in respect of Sky Talk) or Part 3 (in respect of Sky Broadband). The Sky Talk Contract and Sky Broadband Contract are each made up of this Part 1, as supplemented and varied by Part 2 (in respect of Sky Talk) or Part 3 (in respect of Sky Broadband).

Capitalised words represent defined terms. Please see the Glossary at the end of your Contract(s) for details of what these mean.

THE BASICS

1 Who is/are your Contract(s) with?

- 1.1. Your Contract(s) is/are between you and Sky Ireland Limited ("**Sky**", and "us", "we" and "our").
- 1.2. We may use agents to provide services to you, including our installation partner if you require a faceplate installation.

2 What are the Services?

- 2.1. The services covered by your Contract(s) are Sky Talk and/or Sky Broadband, and ancillary services you take to enjoy them. Sky Broadband and Sky Talk are separate and variable services and subscriptions.
- 2.2. Sky Talk is Sky's home telephone calls service. Sky Talk is delivered via PSTN (Public Switched telephone network) or VOIP (Voice over internet protocol). The delivery method will have been explained to you at point of sale. Sky Talk via PSTN includes a line rental service and Sky Talk via VOIP includes network rental. Sky Talk is Sky's home telephone calls and line rental service ("Sky Line Rental") or network rental ("Sky Network Rental") and any associated Installation Services, including, where requested, the Handset Rental Service ("**Sky Talk**"). Your Sky Talk Contract is made up of this Part 1 (Terms which apply to your Sky Talk and Sky Broadband services) and Part 2 (Sky Talk Specific Terms).
- 2.3. Sky Broadband is Sky's home broadband service and any associated Installation Services ("**Sky Broadband**"), but excludes Sky Broadband Extras and Sky Email, which are governed by different contracts. Your Sky Broadband Contract is made up of this Part 1 (Terms which apply to your Sky Talk and Sky Broadband services) and Part 3 (Sky Broadband Specific Terms).

- 2.4. If you subscribe to both Sky Talk and Sky Broadband, references in your Contract(s) to “**Services**” apply to both Sky Talk and Sky Broadband services. If you just take Sky Talk, or you previously subscribed to Sky Talk and Sky Broadband but your Sky Talk Contract has ended so you only retain Sky Broadband, references in your Contract to “**Services**” means Sky Talk or Sky Broadband only (as applicable).

3. Using the Services

- 3.1. We will provide the Services for private domestic use by you at your Address. Sky Talk over VOIP is only for use with the Sky Broadband service provided under this contract.
- 3.2. You may not use the Services for any commercial or business purpose. If you use the Services for any commercial or business purpose or you use the Services, or allow them to be used, at any address other than your Address we will have the right to control, restrict and/or end your Services in accordance with condition 9.4.
- 3.3. You and any additional users must use the Services in accordance with your Contract(s) and the Usage Policies. The Usage Policies form part of your Contract(s) and are available at www.sky.ie/usagepolicies
- 3.4. You will be registered as the primary user of your Services and will be responsible for any other people you allow to use or access the Services or anyone else you nominate as an additional user.
- 3.5. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Services or Equipment by you or anyone you have allowed to use the Services or Equipment (including if such use arises from you not taking the steps reasonably necessary to prevent unauthorised use of the Services or Equipment).
- 3.6. You and any additional user must not in any way use any logos or trade-marks of Sky, the Sky group or any of Sky’s licensors, affiliates, business partners, data processors, service providers or agents.

4. Pricing

- 4.1. The current prices for Sky Talk (including Sky Talk subscription fees for calls packages and line rental, network rental, call rates, Installation Services and any handset rental charges) are set out in our tariff guide available at www.sky.ie/callpricing The current prices for Sky Broadband including subscription fees, Installation Services and delivery charges, are set out at www.sky.ie/broadband

All our prices and tariffs are also available by post or by calling Sky. Please regularly check the tariff guide and the websites above or call Sky for current prices. The price you pay may depend on what other Services you subscribe for, as set out in condition 10.3.

- 4.2. If we have agreed a special price with you, for example as part of an offer, you will pay that agreed price for the agreed period of time and your Contract(s) will continue to apply subject to the terms of that offer.
- 4.3. For a one-off charge (“Smart Connectivity Fee”) we will enable for 12 months enhanced broadband connectivity when you use a Sky Q Wireless Router with a Sky Q box (“Smart Connectivity”). If your Smart Connectivity ends within 12 months of it being enabled because either this Contract or ‘Your contract for Republic of Ireland residential TV services’ ends in each case in circumstances where an early termination charge does not apply under that contract we will refund you a pro-rated amount of the Smart Connectivity Fee for any unused period. After 12 months the Smart Connectivity will continue to be enabled and no further charge will apply automatically. If we introduce a further charge we will tell you what it is by giving you at least one calendar months’ notice in writing.

5. Billing and payments

- 5.1. You agree to pay for each Service you choose to subscribe to on the due date. You will be charged for each Service from the date that Service is Activated.
- 5.2. You must pay for the Services by Direct Debit or continuous debit or credit card payment. Please note that an administration charge may apply to customers who, as a result of missing a payment due to us, pay for their Services on an invoice basis for more than 6 months, see our tariff guide for details (www.sky.ie/callpricing).
- 5.3. We will bill you monthly in advance for any subscription charges in relation to the Services (and any other amount we have told you is payable). Unless otherwise requested by you or unless you are a Sky digital TV customer, we will bill you for the Services on the same date each month as the date your Services were Activated. If you are a Sky digital TV customer, we will bill you for the Services on the same date and via the same payment instructions as for your Sky digital TV bill.
- 5.4. We will bill you monthly in arrears for any usage charges (eg call charges) that apply in relation to your Services. We will endeavour to ensure that usage charges appear on the next bill you receive after you incur them, but sometimes they may appear on a later bill and you will stay liable for these charges until they have been paid by you.
- 5.5. If you are able to receive bills electronically within our online customer account on sky.com (for example, My Sky) (which you can access at www.sky.ie/myaccount), by email or via your Sky digital TV set-top box and you agree that we may do so when you provide us with your email address, we will email your bill to you or post your bill electronically within our online customer account on sky.com (for example, My Sky) and, if you are a Sky digital TV customer, on the Sky Customer Service zone on Sky's interactive service accessible via your set-top box. If you want us to send a paper bill to your Address free of charge, you must request this from us by contacting Sky Customer Services using the contact details set out in "How can I contact Sky?"
- 5.6. We may automatically alter your Direct Debit or credit card instruction if the price of your Services changes for any reason. We may also charge any other payment due under your Contract(s) under your Direct Debit or credit card instruction together with any other payments which you agree we may charge under that instruction.
- 5.7. Payments you make to Sky and any credits on your account may be applied against any amounts you owe us for any Sky service (including the Services or any services covered by another contract, such as Sky digital TV or Sky Email).
- 5.8. If you do not make any payment payable to us by the due date for payment, we may charge you a late payment fee. Details of such fees can be found at www.sky.ie/latepaymentfee
- 5.9. (Sky Talk customers, please see additional conditions in Part 2 (Sky Talk Specific Terms).)

6. Variations to the price, Services or your Contract(s)

Price

- 6.1. We may make variations to the prices for the Services and if we do, we will notify you in accordance with condition 6.3.
- 6.2. If we increase the price of the Sky Broadband package or the Sky Talk package, we will notify you of this at least a month in advance, during which time you may end your subscription under that Contract if you contact us on 0818762917, confirming that you wish to do so.

6.3. We will give you at least **31 days' notice**:

- (a) in writing by letter or email, before any of the prices for the Sky Talk calls package, Sky Broadband package and/or of Sky Talk line rental vary (as applicable to your Services);
- (b) either by letter, email, by posting notices on www.sky.ie/pricingupdates (which you should check regularly for updates) or by any other suitable method, before any of the prices for any of the Optional Features vary, or before the prices for the Services vary where required by a change in the law or a request, requirement, direction, decision, guideline or code of practice issued by a regulatory authority with appropriate power, or because of a VAT change and/or if the price for the Services is reduced, unless we are required to make variations to the prices for the Services earlier, because of a change in the law or a request or requirement from a regulatory authority and/or because of a VAT change (in which case we'll let you know **as soon as reasonably possible**).

6.4. We will let you know **in advance** (either by letter, email, by posting notices on www.sky.ie/callpricing (which you should check regularly for updates) or by any other suitable method) if we make any of the variations to Sky Talk prices, unless we are required to make variations to the prices for the Services earlier because of a change in the law or a request or requirement from a regulatory authority and/or because of a VAT change (in which case we will let you know **as soon as reasonably possible**).

Services

6.5. Sky Talk and Sky Broadband are separate and variable Services, and we may make the variations set out in this condition 6.5 to the Services. We will notify you of such variations in accordance with conditions 6.6 and 6.8. As they form part of your contractual conditions any variations we make within these parameters or for these reasons are not a modification of your Contract(s):

- (a) we may add to the range and features of the Optional Features available or we may remove or change any Optional Feature that you do not currently use, or we may make reasonable variations to the Optional Features that you currently use in order to provide an operationally efficient service to you;
- (b) we may provide your Services through a different network, as long as this does not have a significantly adverse effect on the Services you receive, such as your Sky Broadband speed;
- (c) we may vary the date on which your bill is generated and issued to you;
- (d) the Services may vary on a temporary basis where this is necessary for us to carry out maintenance and/or repair activities;
- (e) we may make additions or improvements to your Services. However, if you reasonably consider that an improvement we have made does not result in an improvement to your Service and you reasonably consider that it has resulted in a material detriment to you, you may terminate the Service we have changed under condition 8.1;
- (f) we may vary the Services at any time because of a change in the law or a request, requirement, direction, decision, guideline or code of practice issued by a regulatory authority with appropriate power; and/or
- (g) (Sky Broadband customers, please see additional conditions in Part 3 (Sky Broadband Specific Terms)); and/or
- (h) (Sky Talk customers, please see additional conditions in Part 2 (Sky Talk Specific Terms)).

- 6.6. We will let you know **in advance** (either by letter, email, by posting notices on www.sky.ie/pricingupdates which you should check regularly for updates, or by any other suitable method) if we make any of the variations to the Services set out in condition 6.5.
- 6.7. We are entitled to make any other variations to the Services beyond those set out in condition 6.5 and if we do so, it will be a modification to the affected Contract(s) and shall give you a right to end your subscription to the Service(s) under that Contract as set out in conditions 8.1 and (if applicable) 8.2.
- 6.8. We will give you at least **31 days' notice in writing** (by letter or email) before we make any variations to the Services beyond those set out in condition 6.5, unless we are required to make such variations earlier because of a change in the law or a request or requirement from a regulatory authority in which case we will let you know **as soon as reasonably possible**.
- 6.9. We may withdraw your chosen Services at any time. If we plan to withdraw the provision of your chosen Services from the market:
- (a) we will give you at least **31 days' notice in writing** (by letter or email) prior to your Services being withdrawn;
 - (b) we will automatically move you onto the Service with reasonably equivalent features or benefits so that you can continue to receive Sky Talk and/or Sky Broadband, unless you tell us **at any time during the 31 days prior to the change taking effect** that you wish to move to another Service; and
 - (c) if we move you onto the reasonably equivalent Service during your Minimum Term, you will continue to pay the price of your chosen Services or the price of the reasonable equivalent Service (whichever is lower) until the end of your Minimum Term.
- 6.10. **Your Contract(s)**
- We may make the variations to the written terms of your Contract(s) for the reasons set out in this condition 6.10 and will notify you of these in accordance with conditions 6.11 and 6.13. We may vary your contractual conditions:
- (a) for administrative purposes (for example, correcting errors, changing the name(s) of the Services, to reflect a change to the technology used to provide the Services and updating contact details or website addresses);
 - (b) to make bona fide clarifications or improvements to your existing rights under your Contract(s) provided that if any clarification or improvement to you existing rights disadvantages you, you may terminate the Service to which the clarification or improvement relates, as if a modification had been made to your contractual conditions under conditions 8.1
 - (c) where necessary to give effect to a variation we are permitted to make under your Contract(s) and/or
 - (d) as a result of a change in the law or a request, requirement, direction, decision, guideline or code of practice issued by a regulatory authority with appropriate power.
- 6.11. We will let you know **in advance** (either by letter, email, by posting notices on www.sky.ie/pricingupdates (which you should check regularly for updates) or by any other suitable method) if we make any variations to the written terms of your Contract(s) for the reasons set out in condition 6.10.

- 6.12. We are entitled to make any other variations to the written terms of your Contract(s) for reasons beyond those set out in condition 6.10 and if we do so, it will be a modification to the affected Contract(s) and shall give you a right to end your subscription to the Service(s) under that Contract as set out in conditions 8.1 and (if applicable) 8.2.
- 6.13. We will give you at least **31 days' notice in writing** (by email or letter) before we make any variations to the written terms of your Contract(s) for reasons beyond those set out in condition 6.10, unless we are required to make such variations earlier because of a change in the law or a request or requirement from a regulatory authority, in which case we will let you know **as soon as reasonably possible**.

7. How long do/does your Contract(s) last?

- 7.1. The terms set out in condition 14 relating to Installation Services apply from when we accept your order for the Services.
- 7.2. Your Contract(s) and Minimum Term(s) start(s) once your Services is/are Activated ("**Start Date**"). If you take both Sky Broadband and Sky Talk, the Start Date for each Contract might be different, depending on when each Service is Activated.
- 7.3. You must subscribe to, and we agree to provide, Sky Broadband, Sky Network Rental and Sky Line Rental for the Minimum Term, unless they are ended earlier by you under conditions 8.1, 8.2 or 8.5 or by us under condition 9.
- 7.4. Your Contract(s) will continue after the Minimum Term until it is/they are ended by you under conditions 8.4 or 8.5 below, or by us under condition 9 below.
- 7.5. Termination of your Contact(s) will not affect any of the rights, liabilities or remedies which have accrued up to termination, such as your obligation to pay any sums which remain payable to Sky.

(Sky Talk customers, please see Part 2 (Sky Talk Specific Terms) for additional conditions.)

(Sky Broadband customers, please see Part 3 (Sky Broadband Specific Terms) for additional conditions.)

8. When can you cancel your subscription to the Services?

During your Minimum Term

- 8.1.1 If we tell you that we are making a price increase under condition 6.2 or a variation to the written terms of your Contract(s) which does not fall within the agreed variations set out in conditions 6.5 and/or 6.10, you can either:
- (a) move to another Sky Talk or Sky Broadband package available to you at your Address; or
 - (b) cancel your subscription to the Service which is being changed, including during your Minimum Term,
- by giving us notice under condition 8.3.
- 8.1.2 If we tell you that we are going to change the conditions of 'The agreement for the loan of Sky Q boxes and the Sky Q hub' that relate to the Sky Q Wireless Router and you reasonably consider this is likely to materially disadvantage you or we tell you that we are going to introduce a charge for Smart Connectivity under Condition 4.3 you can cancel your subscription to the Service which is being changed, including during your Minimum Term.
- 8.2. If the change we're making as set out in condition 8.1 is to your Sky Talk and you chose to cancel your Sky Talk under condition 8.1(b), you may also cancel your subscription to Sky Broadband if you also take Sky Broadband.

- 8.3. If you wish to cancel your Service(s), or move to another Sky Talk or Sky Broadband package as set out in Clauses 8.1 and 8.2, you must tell us **within 31** days of receiving our notice of the changes so that we can end or transfer your Service(s) before the change comes into effect.

If you would like to transfer your Service(s) to a new service provider, you will need to contact them within this time to arrange the transfer.

After your Minimum Term ends

- 8.4. Once your Minimum Term ends, you may end your subscription to the Services at any time by:

- (a) giving us **31 days' notice** (if you want to either end your subscription to the Services without switching to an alternative service provider or, if you want to switch to a cable service provider and do not wish to keep your telephone number); or
- (b) transferring the Services to an alternative non-cable service provider or, where you want to switch to a cable service provider and wish to keep your telephone number, transferring the Services to your chosen cable service provider.

Both during your Minimum Term and after it ends

- 8.5. If we breach a condition of your Contract, you can end your subscription to the Services under the applicable Contract at any time, including during your Minimum Term, by either:

- (a) giving us notice (if you want to end your subscription to the Services without switching to an alternative service provider or if you want to switch to a cable service provider); or
- (b) transferring the Services to an alternative non-cable service provider.

For more information on **cancellation** and the **switching process**, please contact Sky Customer Services using the contact details set out in "[How can I contact Sky?](#)"

9. How we can control, restrict and/or end your Services

Please note that if your Services are suspended for any reason this may affect the functioning of your remotely monitored security alarm, social alarm or Telecare services.

- 9.1. We may end your Contract(s) and/or any of your Services at the end of or after your Minimum Term by giving you **31 days' notice** in writing at any time.

Third party reasons

- 9.2. We may take immediate action to control, restrict or end (as appropriate) the provision of the Services at any time (including during your Minimum Term):

- (a) **without notice** if we are required to by law or to comply with:
 - (i) an order, instruction or request of any government body, emergency service organisation or other competent authority; or
 - (ii) the reasonable instructions of a telecommunications carrier or supplier for reasons of health, safety or quality of the Services.
- (b) **by letting you know as soon as reasonably possible** if our ability to continue to provide the Services is materially and adversely affected because:
 - (i) any of our telecommunications carriers or suppliers cease to provide services to us; or
 - (ii) any authorisation required by us expires or is revoked or modified.

- 9.3. Occasionally we may have to temporarily suspend and/or modify the Services at any time to carry out maintenance, technical repair, enhancement or emergency work. If we do so, we will try to give you as much notice of this as we reasonably can in the circumstances (but there may be times when we give you very little notice, or no notice) and we will restore the Services as quickly as we reasonably can.

Where you are at fault

9.4. We may take immediate action to control, restrict or end (as appropriate) the provision of the Services at any time (including during your Minimum Term):

- (a) **without notice**, if:
- (i) we reasonably believe that the Service has been used in a way which is prohibited under your Contract(s) or our Usage Policies;
 - (ii) you or any additional users do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of the Services;
 - (iii) you have provided unauthorised payment or other details or we have reasonable grounds to suspect fraud, attempted fraud or any other unauthorised activity;
 - (iv) you are or become ineligible to receive the Services;
 - (v) you or any additional users engage in activities via the Services where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (eg. activities such as sending "spam" Messages or hosting a website);
 - (vi) (Sky Talk customers, please see Part 2 (Sky Talk Specific Terms) for this condition).
- (b) by giving you **at least 7 days' notice in writing** if:
- (i) you or anyone you authorise to deal with your account acts in a way towards our staff or agents which we reasonably consider to be inappropriate;
 - (ii) you have missed any payments that you owe to us for the Services, other than where such sums are in dispute; or
 - (iii) you break any of the conditions of your Contract(s).

If we restrict or end the Services under this condition 9.4 we may require you to reimburse us for our costs and expenses reasonably incurred in controlling, restricting and/or ending the Services and/or recommencing it or any part of it and we will not refund any payments you have made under your Contract(s).

9.5. Any notice we give you in writing under this condition 9 to end your Contract(s) or Services will be sent by letter and not by email.

(Sky Talk customers, please see additional conditions in Part 2 (Sky Talk Specific Terms))

(Sky Broadband customers, please see additional conditions in Part 3 (Sky Broadband Specific Terms))

10. What happens when you cancel the Services?

Impact on other Services

10.1. If you take both Sky Talk and Sky Broadband, if you cancel one of your Services, your subscription to the other Service will continue.

10.2. The price you pay for one Service may differ depending on the other Sky services you choose to subscribe to. This means if you cancel one of the Services you receive, you may pay more for the other Services. Please contact Sky Customer Services using the contact details set out in "[How can I contact Sky?](#)" for full pricing and eligibility details.

Early termination charges

- 10.3. **You may have to pay us an early termination charge for Sky Broadband and/or Sky Line Rental if it ends during your Minimum Term, except where:**
- (a) you exercise your right to end your subscription to the Service(s) during your Minimum Term under conditions 8.1, 8.2 and/or 8.5;
 - (b) you exercise your right to end your subscription to one of the Services during your Minimum Term under condition 8.1 and we automatically cancel the other Services;
 - (c) we end your subscriptions to the Services where you are not at fault (under condition 9.2);
 - (d) condition 12.4(b) applies; or
 - (e) we are unable to transfer your Services to your new Address under condition 12.
- 10.4. We may charge any early termination charge directly to any of the credit or debit cards which you have provided us with details of and by accepting the terms of your Contract(s) you authorise us to do so. We will give you reasonable notice before making any charge.
- 10.5. The early termination charge will not be more than the payments you would have made to us for your Sky Broadband, Sky Network Rental and Sky Line Rental element of your Sky Talk package for the remainder of your Minimum Term(s). If you pay nothing or a reduced price compared to our standard price for your installation, we can charge you the difference between the lower price you have paid (if any) and our then standard price for installation if your Sky Broadband subscription contract ends during the Minimum Term (other than where we withdraw Sky Broadband or you end your Sky Broadband subscription contract and have the right to do so).

For more information on the **consequences of termination** and **early termination charges** (including how they are calculated), please contact Sky Customer Services using the contact details set out in ["How can I contact Sky?"](#)

11. Liability

- 11.1. Neither we nor any company who acts as our agent in providing the Services will be liable to you (or any other person whom you allow to use the Services) under your Contract(s), for:
- (a) restricting or ending your Services in accordance with condition 9;
 - (b) any delay or failure by us to provide any element of the Services where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action, strikes, lock-outs or other industrial disputes or failure of a utility service;
 - (c) any loss or damage caused by the Services, your use of the Services, your use of any Equipment, us or any of our respective officers, employees or agents in circumstances where:
 - (i) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees or agents;
 - (ii) such loss or damage is not a reasonably foreseeable result of any such breach; or
 - (iii) any increase in such loss or damage results from breach by you of any term of your Contract(s).

- (d) any loss or damage caused by the Services, us or any of our respective officers, employees or agents to the extent that such loss or damage results from any breach by you of any term of your Contract(s) including but not limited to the Usage Policies;
- (e) any loss or damage caused by unauthorised use of the Services;
- (f) any loss or corruption of data, or any loss of business, contracts, profits, anticipated savings, reputation or revenue;
- (g) any failure of monitored safety, security or other alarm systems due to incompatibility with the Services, or due to the restriction or ending of the Services in accordance with your Contract(s), or any other reason which is not due to our fault or neglect; or
- (h) any special, consequential or indirect losses

11.2. Nothing in your Contract(s) will limit or exclude any liability we may have to you for (a) death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors, (b) fraud or fraudulent misrepresentation, or (c) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11.3. Neither we nor any company who acts as our agent in providing the Services will be liable to you (or any other person whom you allow to use the Services) under your Contract(s) for:

- (a) any fault in your Equipment, cabling or network equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, your Contract(s) or the Usage Policies;
- (b) any use made of the Services, nor for any content which is accessed, sent or received using the Services, nor for any charges incurred with any third party or for any transactions entered into through the Services or (if applicable) Sky Broadband Extras, unless caused by us;
- (c) use of your Equipment or network equipment to access any other internet or home calls service; or
- (d) any loss or damage caused by viruses or unauthorised use of, or attempts to access, the Services or your computer.

(Sky Talk customers, please see Part 2 (Sky Talk Specific Terms) for additional conditions.)

12. Moving Home

12.1. You will only be able to receive the Services if your Address is in the Republic of Ireland and in an area where the Services are available on your telephone line.

12.2. You must tell us immediately of any changes to your Address or the telephone number you have provided to us. In relation to Sky Talk only, if your details change you may need to cancel your existing Sky Talk account and start a new account covering your new Address.

12.3. The product qualification requirements which you needed to satisfy when you first subscribed to the Services will apply to your new Address.

12.4. If you change your Address you will be required to enter into a new Contract to continue to receive service. Otherwise your Contract will terminate if:

- (a) you move to a new address which is outside the Republic of Ireland;
- (b) you have exercised the right to end your Contract(s) in accordance with its/their terms or
- (c) we are unable to transfer your Services to your new Address which is in the Republic of Ireland, or to transfer you onto substantially equivalent services and you chose not to accept our alternative services.

- 12.5. If you change your Address we may charge you our moving home fee, details of which are available by calling Sky Customer Services using the phone number set out in “[How can I contact Sky?](#)”. We will always tell you the amount of this fee before you incur it.
- 12.6. If you change your Address during your Minimum Term and do not chose to transfer your Services an early termination charge may apply in accordance with condition 10.4.
- 12.7. If you change your Address, please note that there may be a number of days where there is no Service whilst we carry out the transfer. If possible, we will give you an estimate of how long this is likely to take. **If we are unable to provide the Services during any transfer to your new Address, you will need to make alternative arrangements to enable you to make calls to emergency services during this period (including using any monitored safety, security or other alarm systems).**

YOUR EQUIPMENT AND SERVICES

13. Equipment and Software

- 13.1. You must ensure that any equipment which you use in connection with the Services (including the Equipment) is in good working order and conforms at all times to all applicable regulations, standards and laws and is only connected, installed and used in accordance with any relevant instructions and advice you have been provided by us or our agents.
- 13.2. You must not (and agree not to) modify or in any way interfere with the Equipment or do or allow anything to be done at your Address that may damage the Equipment or prevent easy access to it by us or recovery of it. You must take appropriate care of the Equipment.
- 13.3. You agree to provide us with information about your equipment (including the Equipment) that we reasonably request.
- 13.4. You agree to notify us as soon as reasonably possible of any loss or damage to any part of the Equipment.
- 13.5. Any equipment you connect to your telephone line must be connected using an Eircom-compatible telephone socket/connection point.

14. Installation

- 14.1. To access the Services you may need us to or request that we install a New Phone/Broadband Line or Equipment at your Address (if this is possible). These installation services and any other installation services necessary for or requested by you to access the Services at your Address are referred to as the “**Installation Services**”. The installation of network equipment may require the consent of someone else (for example your landlord). You are responsible for ensuring that all necessary consents have been obtained before we install the Equipment.
- 14.2. We will confirm the timescales and charges (if any) for the Installation Services when you order them and you must pay any charges in full in advance of the installation. The additional circumstances in which you will be responsible for the costs of our labour charges in relation to any Installation Services or Activation are set out in condition 15.6.
- 14.3. The timelines for the Installation Services may vary from customer to customer depending on the Services requested and the circumstances affecting the delivery of the Services. We will use our reasonable efforts to provide the Installation Services in accordance with the timelines agreed with you, however such dates are estimates only and we cannot guarantee that we will meet such timescales.

- 14.4. If we have agreed to provide Installation Services, your responsibilities are set out in condition 15.5.
- 14.5. Sky or its agents or engineers will only provide the Installation Services where extensive construction work over and above standard needs is not required. For these purposes, "construction work over and above standard needs" is defined as any works where the expenditure involved in meeting the request is likely to be greater than €7000 (or such other amount as determined by the Commission for Communications Regulation (ComReg) from time to time). If the engineer reasonably determines that the installation is not standard and is unable to proceed, we will cancel your order and refund any money you have paid to us in full.
- 14.6. On the day we provide the Installation Services, prior to visiting your Address, the engineer will need to disconnect your phone line for a short period. **If possible you should make alternative arrangements to enable you to make calls to emergency services (including using any monitored safety, security or other alarm systems) during this period.** If you already have a broadband service, this will also be taken out of service during the Installation Services.

15. Maintenance, Faults and Repairs

- 15.1. Sky will use all reasonable skill and care to ensure the quality of the Services. However, we cannot guarantee a fault free performance. Sky does not warrant that the Services will be suitable for specific uses or customer applications or that the operation of the Services will be uninterrupted or error-free. However, this condition 15 sets out our obligations to you in respect of faults, maintenance and repairs. We do not warrant that the Services will support or be compatible with any applications or other services which you use in conjunction with them.
- 15.2. If there is a fault with your Equipment or Services, you should contact Sky Customer Services using the contact details set out in the "[How can I contact Sky?](#)" section.
- 15.3. Unless caused by one of the reasons set out in condition 11.3, we will try to resolve any fault with your Sky Talk or Sky Broadband service within ten working days of receiving notice of the fault from you. Any Installation Services, fault investigation and repair work shall take place between 0900 and 1700, Monday to Friday excluding public and Bank Holidays (unless we agree otherwise).
- 15.4. We will be responsible for faults arising out of any act or omission by us or our agents or faults due to fair wear and tear on any part of your phone line up to the primary telephone socket at your Address or, in respect of Sky Talk only, faults with your Telephone Handset(s) due to fair wear and tear. However, we will not be responsible for any fault or wear and tear on any part of your telephone line beyond the primary telephone socket onwards inside your home at your Address unless caused by us or anyone we are responsible for.
- 15.5. If we have agreed to provide Installation Services or to provide any other maintenance or repair work in relation to the Services, you agree to:
- allow us or our agents to access your property at your Address if we need it;
 - follow any reasonable instructions that we or our agents may give to you, for example in relation to preparation of your property at your Address;
 - provide a suitable and safe working environment for us and/or our agents whilst carrying out any Installation Services or repair or maintenance work at your Address;
 - get any necessary permissions to enable us to carry out the Installation Services or maintenance or repair work, for example: permission to cross land or put equipment on property owned by someone else;
 - provide a suitable place and conditions for the Equipment including any connection points required; and
 - provide access to electricity, as reasonably required by us or our agents, to connect or repair your telephone line or Equipment.

- 15.6. You will be responsible for the reasonable costs of engineer call outs, replacement Equipment and/or labour charges in relation to any Installation Services, activation, maintenance or repair work if:
- (a) you do not give us or the engineer adequate access to your Address at the time agreed between you and Sky, or you do not follow our reasonable instructions to prepare your property at your Address for the engineer's visit;
 - (b) you cancel the engineer's visit after it has been requested without giving us at least 1 working day's notice for faults and repairs of your telephone line or, except when you exercise your right to cancel your subscription to the Services under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 you contact us after 3.30pm on the working day before your appointment to re-arrange or cancel your engineer's visit for the installation of a New Phone/Broadband Line; You must contact us before 3.30pm on the working day before the installation date to re-arrange or cancel your appointment. If you fail to do so or you miss or fail to make the necessary arrangements for your appointment to take place, we will retain your installation fee and a charge may apply for another appointment.
 - (c) the engineer attends but finds there is no fault with your telephone line or Equipment (as applicable) or faceplate;
 - (d) we reasonably believe that the fault was caused by you or by anyone we are not responsible for adding to, modifying or in any way interfering with your telephone line or any Equipment we provide to you;
 - (e) the fault arises or is reported outside the Warranty; or
 - (f) the fault is found to exist as a result of your failure to follow your Contract(s) (including the Usage Policies) or our, our agent's or our engineer's reasonable instructions (including in respect of any equipment you use in respect of the Services).

The details of the cost of our engineer call outs, replacement Equipment and/or labour charges will be provided to you at the time of booking your appointment and can be obtained by contacting Sky Customer Services using the contact details set out in "How can I contact Sky?"

GENERAL LEGAL CONDITIONS

16. General legal terms

Right to transfer your Contract(s) and third parties

- 16.1. We can transfer at any time:
- (a) our rights under your Contract(s) to any company, firm or person (for example, the right to receive payment from you); and/or
 - (b) our rights and obligations (a "novation") under your Contract(s) to any company, firm or person, provided that the terms of your Contract(s) remain the same (other than in respect of who is providing the Services). However, if you reasonably consider that such a transfer of our rights and obligations has been materially detrimental to you you may terminate the Services in the same manner as if a modification had been made to your contractual conditions under condition 8.1
- 16.2. Your consent is not required to any transfer by us under condition 16.1. The transfer of our rights and/or obligations will only be effective once we have given you at least 31 days' notice in writing (by letter or email) that the new company, firm or person will be taking these over from us.
- 16.3. Your Contract(s) is/are personal to you. You may not transfer your rights or obligations under your Contract(s) to anyone else, and no third party is entitled to benefit under your Contract(s) except pursuant to Condition 16.1.

Notices

16.4 Where we are required under your Contract(s) to give you notice in writing, except that where we are giving you notice to end your Contract(s) or Services under condition 9 we will only give you this notice by letter. In all other cases, we may give you notice by letter, we will give you this notice by:

- (i) letter or email; or
- (ii) where appropriate, via a message in the area within our online customer account on sky.com where we will post account information (the "Message Centre") or elsewhere in our online customer account on sky.com, or on your monthly bill. The Message Centre may also be available via a Sky Q box (when connected to broadband). We will alert you by email or SMS if a notice has been added to the Message Centre or elsewhere in our online customer account on sky.com.

In all other cases, we may give you notice by letter or email or we'll let you know about changes by posting notices on www.sky.ie/pricingupdates (which you should check regularly for updates) or by any other suitable method.

16.5 We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address). You must keep this information up-to-date and check your primary email address you have provided to us regularly. A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on sky.com or, if you are a Sky TV customer, on the Sky information channel the Sky TV box tunes to when it is turned on, or where appropriate, via a message in the area within our online customer account on sky.com (for example, My Sky) where we will post account information (the "Message Centre") or elsewhere in My Sky, or on your monthly bill. The Message Centre may also be available via a Sky Q box (when connected to broadband). We will alert you by email or SMS if a notice has been added to the Message Centre or elsewhere in our online customer account on sky.com. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.

16.6 If you give us any notice that is required under your Contract(s) it should be by calling Sky Customer Services on 0818 719819 or by writing to Sky Ireland, One Burlington Plaza, Burlington Road, Dublin 4 (providing your name, Address and Sky account number).

Disputes and Complaints

16.7. If you have a complaint regarding the Services (including relating to faults or maintenance issues or relating to any continuous or regularly recurring discrepancy between the actual performance of your Sky broadband in relation to speed or other quality of service parameters), you can contact us using www.sky.ie/contactus or using the details set out in "How can I contact Sky?"

If you would like to find out more about how we deal with your complaints and options for alternative dispute resolution you can find our complaints handling procedure as set out in the Sky Customer Complaints Code which can be found by visiting "Complaints" in the online customer account section of Sky.com or by going to <http://help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice> or a copy can be provided on request by calling Sky Customer Services on the number set out in "How can I contact Sky?"

Law and Geographic Limits

16.8. Your Contract(s) is/are governed by Irish law. Any disputes can be dealt with exclusively by any Republic of Ireland court that can lawfully deal with the case.

No waiver

16.9. If either party fails to exercise a right they may have under your Contract(s), it does not mean that right is waived.

Severability

16.10. If any provision of your Contract(s) is found to be invalid or unenforceable, the remaining terms and conditions will continue to apply.

16.11. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of you and us.

17. How we use your information?

17.1. Please see Sky's Privacy Notice (available at www.sky.com/privacy) for details about what information we collect about you and how we may use this. Sky's Privacy Notice does not form part of your Contract(s).

18. How do offers affect your Contract(s)?

18.1. Whilst you are a Sky Talk and/or Sky Broadband customer, if you take up a special offer in relation to the Services, in respect of the relevant Service only, your Contract will continue and will be varied to take account of the offer terms and conditions.

19. Glossary

Activate

means the installation, transferring or activation of your telephone line (as applicable) by or on behalf of Sky (and the terms "Activated" and "Activation" can be interpreted accordingly)

Address

means the residential property to which we agree to provide the Services

Contract(s)

means the terms and conditions about Sky's supply and your use of the Services

Equipment

means any network or telephone equipment or other equipment supplied to you by or on behalf of Sky at your Address and necessary for you to be able to access the Services (including, without limitation the Telephone Handset(s) faceplates, ONT data port extensions and/or Wireless Router)

Installation Services

means the installation of a New Phone/Broadband Line and/or Equipment

Minimum Term

means the period which we specify before you submit your order for the Services (or any other period for which you agree to subscribe to the Services, including any New Minimum Term) which starts on the Start Date for each of your Services. (If you subscribe to both Sky Broadband and Sky Talk, your Minimum Term for Sky Broadband and Sky Line Rental may start on different dates).

New Minimum Term

means the additional period for which you agree to subscribe to a Service when you either take up a new Service or upgrade or take up an offer on an existing Service

New Phone/Broadband Line

means the installation or the activation of a compatible phone line or broadband service by Sky or our agents

Optional Features

means any additional feature which is available as part of a Service (whether on a monthly or per use basis), including, for example in relation to Sky Talk, voicemail services, caller display, call waiting, call answering, three way calling and Handset Rental Service. Full details of our Optional Features are set out at www.sky.ie/callfeatures

Services

means: (a) Sky Talk and Sky Broadband, if you subscribe to both; or (b) Sky Talk if you subscribe to Sky Talk only; or (c) Sky Broadband if you previously subscribed to both Sky Talk and Sky Broadband and have ended Sky Talk where you have the right to do so

Sky	means Sky Ireland Limited (and references to “us”, “we” and “our” shall be read as references to Sky)
Sky Broadband Extras	means any extra services provided to you as part of your Sky Broadband on a free or non-chargeable basis, such as McAfee Internet Security Suite trial, WiFi access via Sky WiFi or Parental Controls
Telephone Handset(s)	means any telephone handset(s) supplied to you by your previous supplier of a home telephone calls service and/or line rental service, or any replacement thereof supplied by or on behalf of Sky, to be used in relation to Sky Talk
Usage Policy and Usage Policies	means the Sky Talk and Sky Broadband “acceptable use policy” set out at www.sky.ie/usage-policies
Warranty	means the warranty supplied with each of the following as appropriate: (a) your Wireless Router against faults arising in the first 12 months after supply; and (b) External cabling and workmanship associated with the relocation of your master telephone socket/connection point to another location within your property (a data port extension) arising in the first 30 days after supply
Wireless Router	means the wireless router supplied by or on behalf of Sky as part of Sky Broadband.

PART 2 – SKY TALK SPECIFIC TERMS

For Sky Talk customers the following conditions supplement those set out in Part 1 (Terms which apply to your Sky Talk and Sky Broadband services). When combined together with Part 1, this forms your Contract in respect of Sky Talk:

THE BASICS

5. Billing and payments

5.9 You are responsible for all calls made using Sky Talk at your Address, whether or not they are made by you.

6. Variations to price, Services or your Contract(s)

Services

6.5 Sky Talk and Sky Broadband are separate and variable Services, and we may make the variations set out in this condition 6.5 to the Services. We will notify you of such variations in accordance with conditions 6.6 and 6.8. As they form part of your contractual conditions any variations we make within these parameters or for these reasons are not a modification of your Contract(s):

- (h) we may add, remove, change or replace up to 5 international destinations in inclusive call tariffs over any 12 month period from when we last told you about a change to the inclusive international destinations, except that if you reasonably consider that a removal or change will result in an increase in your monthly Sky Talk bill by more than 10% you may terminate Sky Talk in the same manner as if a modification had been made to your contractual conditions under condition 8.1;
- (i) we may remove international numbers from being blocked by Sky Talk or add international numbers that you do not currently use to the list of numbers to be blocked;

- (j) we may make reasonable adjustments to the level of the call spend limit imposed on your Sky Talk by us based on your usage and to protect you from fraudulent activity or high charges appearing on your bill that you may not expect; and/or
- (k) we may change your telephone number where required as a result of you changing your Address.

(Please see Part 1 (Terms which apply to your Sky Talk and Sky Broadband services) for the remaining conditions relating to our ability to make variations to the Services.)

7 How long do/does your Contract(s) last?

- 7.6 You must remain on and pay for your chosen Sky Talk package for at least one month (unless you have a right under your Sky Talk Contract to move package or end your Sky Talk Contract before the end of the one month period).

9. How we can control, restrict and/or end your Services

Where you are at fault

- 9.4 (a)(vi) we may take immediate action to control, restrict or end (as appropriate) the provision of the Services at any time (including during your Minimum Term) **without notice**, if the call spend limit set by Sky on your Sky Talk account has been exceeded.
- 9.6 If your use of “unlimited” calls exceeds that reasonably expected of an ordinary consumer using Sky Talk for domestic purposes, we may:
- (a) restrict your Sky Talk; and/or
 - (b) charge you Sky Talk’s standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a person using Sky Talk for domestic purposes. Please see www.sky.ie/callpricing for our latest tariff guide.
- 9.7 If we consider it to be reasonable, we may temporarily restrict your ability to make premium rate and international calls via your Sky Talk where we notice unusual call patterns and/or you exceed a call spend limit on your Sky Talk account.
- 9.8 If we suspend or restrict your Sky Talk under conditions 9.4(a)(vi) or 9.7, we will not provide unrestricted access to Sky Talk again until you have paid all outstanding sums which have been incurred in respect of that increased usage.
- 9.9 If we suspend or restrict your Sky Talk under this condition 9, any call spend alert or restriction you have applied to your Sky Talk account will be automatically deleted. You will therefore need to contact us if you wish to reinstate your call spend alerts and restrictions.

11. Liability

- 11.4 Neither we nor any company who acts as our agent in providing the Services will be liable to you (or any other person whom you allow to use Sky Talk) under your Contract(s) for:
- (a) any calls made through an alternative telephone service provider;
 - (b) any loss or damage resulting from your failure to connect to Sky Talk that was not caused by us, our employees, agents or our suppliers; or
 - (c) any loss of use or damage to Sky Talk due to a fault in the equipment or telephone line you use to make calls and which has not been supplied by Sky.

ADDITIONAL SKY TALK SPECIFIC TERMS

1. Sky Talk Handset Rental Service

- 1.1. If you rented your telephone handset(s) from your previous supplier and wish to continue using the same handset(s) with Sky Talk, the following terms will apply to the handset rental service provided by Sky ("**Handset Rental Service**"):
- (a) Your previous rental of your Telephone Handset(s) will automatically transfer to Sky along with any other features on your line and you will be able to continue using your Telephone Handset(s) with Sky Talk once Sky Talk is Activated;
 - (b) Your monthly handset rental charge will be included on your bill and invoiced monthly in advance;
 - (c) Your Telephone Handset(s) will at all times be and remain the property of Sky or our appointed supplier, except that after you have given us 31 days' notice in accordance with condition 1.1(d) or terminated your Sky Talk and paid any sums due to Sky in respect of the Handset Rental Service any corded Telephone Handset(s) will become your property;
 - (d) If you wish to cancel your Handset Rental Service but continue to subscribe to Sky Talk, you can do so at any time by providing not less than 31 days' notice to us (by phone or letter);
 - (e) Upon termination of your Sky Talk, the Handset Rental Service will automatically terminate and, unless we notify you otherwise, will not be transferred to any replacement supplier of home telephone calls and line rental services; and
 - (f) In respect of cordless Telephone Handset(s) only, upon termination of Sky Talk and/or your Handset Rental Service you must return your cordless Telephone Handset(s) within 60 days to the address notified to you by Sky. **We will continue to charge you your monthly rental charge in respect of your corded Telephone Handset(s) until the expiry of 31 days after you have told us you wish to end your Handset Rental Service or in respect of your cordless Telephone Handset(s) until this has/these have been returned.**

2. Sky Talk Optional Features

- 2.1 You will be charged in accordance with the tariff guide on a monthly subscription basis or on a per use basis for each Sky Talk Optional Feature you choose. You must pay for each Optional Feature for at least one month unless we tell you otherwise.
- 2.2 If your voicemail is not accessed for a continuous period of 90 days, we may automatically cancel this service (and delete any voicemail messages). You can restore the voicemail service for no extra charge at any time by contacting Sky.

3. Sky Talk Spend Limits

- 3.1 We may set a call spend limit on your Sky Talk account to avoid the risk to you of fraudulent activity or high charges appearing on your bill that you may not expect. This call spend limit may vary from time to time in accordance with condition 6.5. Details of any call spend limit applicable to your Sky Talk account are available from Sky on request.
- 3.2 You may also set your own call spend alerts at any time. If you wish to do this please call Sky using the contact details set out in the "[How can I contact Sky?](#)" section. This alert may still be subject to a lower limit imposed by Sky in accordance with condition 3.1.
- 3.3 If you exceed a Sky imposed call spend limit or a limit at which you have chosen to set an alert on your Sky Talk account you remain liable for all charges and, if you have exceeded a Sky imposed call spend limit, we may suspend your Services. We may also change your payment terms if we consider it reasonable.

4. Sky Talk - Voice over IP service terms

- 4.1 You must:
- 4.1.1 keep your username and password secure (and Sky may, or ask you to, change these at any time for good reason);
 - 4.1.2 take reasonable steps in respect of matters in your control to minimize any risk of security

breaches in connection with the Sky Talk services;

4.1.3 notify Sky of any unauthorised access to your account which you believe may affect the overall security of our systems.

- 4.2 Sky Talk over VOIP services are carried in the public domain via internet connectivity and therefore we would advise that appropriate security measures are taken to protect content. Sky shall endeavour to use appropriate security measures.
- 4.3 In order for you to avail of, and receive Sky Talk over VOIP, you must ensure that you have a Sky Broadband connection which has a speed equal to or greater than 100kbps. This is the mandatory minimum broadband requirement necessary in order for you to be able to avail of the Sky Talk over VOIP service.
- 4.4 By purchasing Sky Talk over VOIP you confirm that you understand that our services:
- 4.4.1 may not offer all of the features you may expect from a conventional phone line;
- 4.4.2 may sometimes be unavailable as a result of things over which Sky have no control, for example, the weather, power disruptions and failures of your Sky Broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable. It is important to note that power outages will render the Sky Talk over VOIP services non-functional and you shall not be able to use the services to make emergency calls. In such circumstances you should use an alternative method, such as mobile phone, to access emergency services.
- 4.4.3 Sky Talk over VOIP may not be used without a Sky Broadband service. Sky accepts no responsibility for the Sky Talk over VOIP service and you acknowledge that this is outside of the control of Sky.
- 4.4.4 When connecting to the public emergency services, the phone number and location details will be provided only to the extent that is technically feasible. As a result, you may have to provide your location information and phone number verbally to the Emergency Services operator.
- 4.4.5 Sky Talk over VOIP is not to be used outside of Ireland.
- 4.4.6 You must register with us the physical location where you will be using the Sky Talk service. Your initial location will be recorded by Sky as a part of subscribing to the services. You are not permitted to move the service to another address without the consent of Sky. It is your responsibility to maintain the accuracy of your location address and to notify us of any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112.
- 4.4.7 Emergency operators and authorities may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason.
- 4.4.8 You agree to inform potential users of the services of the above limitations and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.
- 4.5 You acknowledge that Sky shall not be liable for any delay or failure to provide Sky Talk over VOIP service (including for calls to emergency services) at any time, or any interruption or degradation of voice quality caused by third-party omission, equipment failure, force majeure, loss of power or third party faults.

PART 3 – SKY BROADBAND SPECIFIC TERMS

For Sky Broadband customers the following conditions supplement those set out in Part 1 (Terms which apply to your Sky Talk and Sky Broadband services). When combined together with Part 1, this forms your Contract in respect of Sky Broadband:

THE BASICS

3. Using the Services

The advertised download for our Broadband products are as follows:

- Sky Broadband Essential - average speed 10Mbps
- Sky Broadband Superfast - average speed 75Mbps
- Sky Broadband Ultrafast 150Mbps, 300Mbps or 500Mbps depending upon speed selected
- Sky Broadband Ultrafast Max 1Gbps or 10Gbps depending on speed selected

We do not advertise a minimum download OR a minimum or maximum upload speed

An estimate of the maximum download line speed that your line may receive will have been provided to you at point of sale and confirmed in the welcome letter we send you (please keep a copy of that letter for your records) (the "Maximum Download Speed").

The minimum available download speed is 2Mbps.

Sky Broadband Essential has a maximum upload speed of 1.3Mbps (and minimum upload speed of 128kbps) and Sky Broadband Superfast, Ultrafast and Ultrafast Max have a maximum upload speed of 20Mbps (and a minimum upload speed of 1Mbps).

The Maximum Download Speed provided at point of sale and confirmed in the welcome letter will not always be available, however you should expect to receive the normally available download speeds (i.e. the speed that you could expect to receive most of the time when accessing the service) set out in the table below based upon your Maximum Download Speed:

Maximum Download Speed	Normally Available Download Speed
Greater than 120Mbps	The normally available download speed for all customers should be a minimum of 80% of the Maximum Download Speed (i.e. 120Mbps, 280Mbps and 800Mbps for the different product speeds).
80Mbps - 120Mbps	The normally available download speed for all customers should be a minimum of 50% of the Maximum Download Speed (i.e. a minimum normally available speed of over 40Mbs).
60Mbps-80Mbps	The normally available download speed for all customers should be a minimum of 7% of the Maximum Download Speed (i.e. a minimum normally available speed of over 4.2Mbs).
40Mbps-60Mbps	The normally available download speed for all customers should be a minimum of 9% of the Maximum Download Speed (i.e. a minimum normally available speed of over 3.6Mbs).
20Mbps-40Mbps	The normally available download speed for all customers should be a minimum of 18% of the Maximum Download Speed (i.e. a minimum normally available speed of over 3.6Mbs).

10Mbps-20Mbps	The normally available download speed for all customers should be a minimum of 10% of the Maximum Download Speed (i.e. a minimum normally available speed of over 1Mbs).
5Mbps-10Mbps	The normally available download speed for all customers should be a minimum of 10% of the Maximum Download Speed (i.e. a minimum normally available speed of over 512Kbps).
2Mbps-5Mbps	The normally available download speed for all customers should be a minimum of 25% of the Maximum Download Speed (i.e. a minimum normally available speed of over 512Kbps).

Normally Available Upload Speeds:

Sky Broadband Essential can expect a normally available upload speed of 5% of the maximum upload speed or 128Kbps (whichever is the greater) and Sky Broadband Superfast, Ultrafast and Ultrafast Max can expect a normally available upload speed of 5% of the maximum upload speed or 1Mbps (whichever is the greater).

Factors affecting your speeds and options if you feel we aren't providing the speeds above

Your actual speed is likely to be lower because it is influenced by factors including: the quality of your internal phone line wiring, if you're using a wireless connection, faulty equipment, network capacity and the number of customers on the network or any particular website at any one time. Further information about broadband speeds is available at <http://www.sky.com/ireland/broadbandtalk/broadband-speeds/> and will be provided in the welcome pack we'll send you by letter or email. This website will also contain details of the normally available speeds you can expect to receive as part of your service (subject to the factors described herein). Delays and jitters in the transmission of data or packet loss can result in your broadband running slowly, not loading web pages or you having problems with services like VOIP and VPNs. If there is packet loss or delay in broadband data transfer certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a track) becomes longer.

If you experience any continuous or regularly recurring discrepancy between the actual performance of your broadband regarding speed, or other quality of service parameters and the performance indicated above, then please contact Sky. Where your account has had several or reoccurring unresolved technical issues for poor/intermittent connections or continuous slow Broadband speeds, and this is verified by a monitoring mechanism certified by ComReg or to Sky's satisfaction, then you shall be entitled to terminate your contract without penalty.

YOUR RIGHTS TO CANCEL THE SERVICES:

Please note:

Please refer to your Contract for information about when and how you can end your Contract once your cooling off period has ended.

Cancellation period: You have the right to cancel your order for Sky Broadband and/or Sky Talk and any ancillary services without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery of your Wireless Router; (ii) activation; or (iii) receipt of the relevant terms and conditions for that product/service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

(i) calling **0818 762 917**;

(ii) writing to **Customer Relations, Sky Ireland, One Burlington Plaza, Burlington Road, Dublin, Dublin 4**; or

(iii) by visiting the "Contact Us" section at sky.com and requesting that we cancel your services.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. your Wireless Router ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order including any installation costs incurred by Sky in respect of fibre broadband installation (if applicable). You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise.

Return of Equipment: If you cancel a contract you are responsible for returning the equipment provided under that contract without undue delay using the returns method provided with the equipment. You are responsible for the costs of returning the equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

Discounts: If you have received any discounted equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the equipment and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights.

USAGE POLICIES

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Contract(s). These Usage Policies apply to you and anybody you allow to use the Services. Any reference to “you” shall be interpreted to mean you and anybody you allow to use the Services. You are responsible for the use of the Services by any person you allow to use them including anyone who accesses Sky Broadband because you have removed the wireless encryption security on your Wireless Router.

FAIR USAGE

Sky Broadband Ultrafast and Sky Broadband Ultrafast Max have a limit (fair usage cap) on the amount of data you can download in any month (2TB/Terabyte). Your usage must not exceed that monthly cap. Usage caps may be updated from time to time. The first time you go over the usage cap Sky may write to you. The alert will let you know what will happen if you go over the cap again. If you continue to exceed the usage cap we may suspend or terminate your services.

ACCEPTABLE USE POLICY

Irrespective of which Services you have subscribed to, our Acceptable Use Policy (“**AUP**”) will apply to you and those who you allow to use Sky Talk and/or Sky Broadband.

If you have any queries about our AUP, you can contact us by emailing abuse@sky.com

Don't use the Services illegally!

The Services may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the Republic of Ireland (“**Laws**”).

To the extent applicable to the Services, you may not use the Services to send, receive, store, distribute, transmit, communicate, post, upload or download any information, materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, indecent, obscene, menacing or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- in relation to Sky Talk, constitutes the making of nuisance or hoax calls;
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
- involves you communicating false information or information you believe to be false; or
- damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

In relation to Sky Broadband, we have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the

Internet Watch Foundation (“**IWF**”). We may also put technical measures in place to prevent you from accessing websites that we are required to block by Laws or because a Court tells us to or where we reasonably suspect that the website contains content or facilitates behaviour that is prohibited by this AUP. Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as “adult” material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at www.iwf.org.uk

Do not violate anyone’s systems or network security

You must not use Sky Broadband to violate a networks’ security or any third party’s system by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

To the extent applicable to the Services, you must not send, receive, store, distribute, transmit, communicate, post, upload or download any materials that are designed to violate a networks’ security or any third party’s system. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other websites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect the Services or Sky’s networks to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP.

You must not adapt, modify, decompile or reverse engineer any part of Sky Broadband.

You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the Services. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Sky.

Messages

You must not send emails or instant messages (“**Messages**”) to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by, any Sky company or relates to any Sky business.

World Wide Web and surfing the net

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to using Sky Broadband. You must not use world wide web pages to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored, communicated and/or accessed via the Services please email us at abuse@sky.com

The actions we can take

Firstly, you should be aware that we will block any communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we or a third party, reasonably suspect that you may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to the Services until such time as we are satisfied the breach has stopped;
- (b) immediately end your Contract(s);
- (c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- (d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material that we hold, including on the Sky network or our servers; and/or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on Sky's networks and/or our servers.

Sky will use your personal data and other account information in connection with any investigation carried out by Sky in accordance with this AUP, including by disclosing it to any third party authority that Sky considers has a legitimate interest in any such investigation or its outcome.

How we update our AUP

The way our customers use the Services is changing all the time so we may need to change our AUP in accordance with your Contract(s) to adapt to our customer's needs. Our latest AUP will always be posted on our website at www.sky.ie so please keep checking for updates.

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