



Fixed Line Voice

TERMS & CONDITIONS



## FIXED LINE VOICE | TERMS & CONDITIONS

imagine agrees to make available to the Customer the Services described below on the following Terms and Conditions: Definitions The following words shall have the following meaning:

*Terms and Conditions:*

### DEFINITIONS

*“Access Provider”* means the entity that provides access to the physical telephone line(s) and associated services across which the Services is provided;

*“Affiliate”* means a holding company, group company, or subsidiary direct or indirect, or a company that is under the common control with the company concerned;

*“Agreement”* means these Terms and Conditions; the Customer Authorisation Form; the Acceptable Use Policies; imagine Rate Guide(s), the Code of Practice which together constitutes a legally binding agreement between imagine and the Customer. The Agreement shall come into force once the Customer commences to use the Services as determined by us. On entering into the Agreement, you shall be deemed to have obtained the authority of the entity who leases the physical telephone line(s) across which the Services is provided, you shall also be deemed to have accepted that you are bound by the obligations as set out in the Code of Practice;

*“Ancillary Services”* means call management services for example call waiting, call forwarding applied to the telephone line and including CPE, rental products for example telephone fixtures and accessories;

*“Carrier Pre-Selection” or “CPS”* means the service whereby the Customer is able to pre-select a service provider other than the Access Provider to carry his/her calls according to the all calls option

*‘All Calls’; “Charge”* means the rental, Talk Anytime Subscription, connection charge and any other charge payable by the Customer to imagine to avail of the Services; the current Charge(s) are detailed in the imagine Rate Guide(s);

*“Customer”* means the person using or who has used the Services (*“Customer” or “you”*);

*“Customer Authorisation Form”* means a form completed by the Customer to approve a changeover to the Services, including the Direct Debit Mandate;

*“Customer Premises”* means the location where the Services are provided;

*“Commencement Date”* means the date on which imagine establishes the Services or any part of the Services for the Customer or when you first start to use the Services, whichever is the earlier.

*“ComReg” or “Commission for Communications Regulation”* means the national regulatory Authority for the telecommunications market in Ireland;

*“Connection Charge”* means the once off non-recurring charge payable by the Customer for initial provision and where applicable installation of the Services;

**“CPE”** means customer premises equipment;

**“DSFA”** means the Department of Social and Family Affairs;

**“DSFA Scheme”** means the DSFA telephone allowance scheme from time to time, which scheme imagine shall adhere to in charging a Customer who is eligible under such scheme;

**“Equipment”** means the DSL modem and cable and/or a telephone and/or any other service provider equipment (including that of imagine), comprising of inter alia software and hardware that is located on the Customer’s premises;

**“imagine”, “we” “us”** shall mean Imagine Broadband Services Limited, whose registered address is at Communications House, Barrow Street, Dublin 4 the provider of the Services under this Agreement and all its employees and agents;

**“imagine Rate Guide(s)”** means the information published from time to time by imagine in respect of the tariffs and rates for the Services and is available at [www.imagine.ie](http://www.imagine.ie) or upon request;

**“Internet”** means the global public network based on a common communication protocol which supports communication through the world wide web;

**“Line Maintenance”** means the maintenance of the line in relation to faults or additional fixtures and accessories etc; **“Network”** means the telecommunications system owned and operated by imagine in accordance with its authorisation pursuant to Regulation 5 of the European Communities (Electronic Communications) (Authorisation) Regulations, 2003 (S.I. 306 of 2003).

**“Order”** means an order made by the Customer to imagine for the provision of the Services and includes a Customer Authorisation Form and a Direct Debit Mandate;

**“Services”** means the telecommunications service including the ability to receive and make telephone calls over the Network and to be charged for these calls, the rental of the telephone line(s) and any other Ancillary Services and shall include any services from time to time and at any time specified and supplied by imagine to the Customer and in accordance with the imagine Rate Guide(s);

**“Single Billing Service”** means the service whereby the Customer can opt for “all Calls” CPS in tandem with a single bill including all call types, line rental and Ancillary Services - in accordance with the Regulations as set out by ComReg and any other amending or additional regulations or legislation or Codes of Practice, howsoever arising;

**“Talk Anytime”** means a facility whereby Customers on a single residential telephone account, on payment of a monthly Talk Anytime Subscription charge as amended from time to time shall avail of a facility entitling them to unlimited local and national calls, the terms of which are more particularly set out at Clause 5.

**“Talk Anytime Subscription”** shall mean the monthly fee as detailed in the imagine Rate Guide(s) as amended from time to time payable by Customers to avail of the Talk Anytime facility.

**The headings set out in this Agreement are for convenience only and shall not affect its interpretation.**

## **1. COMMENCEMENT & TERM**

**1.1** This Agreement shall commence on the date the Services are provided by imagine to the Customer (the “Commencement Date”) and shall be for the Initial Minimum Period.

1.2 Upon expiry of the Initial Minimum Period, the Services will continue to be provided by imagine on the terms of this Agreement unless terminated in accordance with the termination provisions set out at Clause 7.

## **2. PROVISION OF THE SERVICES**

2.1 For technical, operational and commercial reasons we shall be entitled to vary the Services and any aspect thereof at any time.

2.2 imagine shall provide the Services to the Customer upon receipt of an Order from the Customer, on the terms of this Agreement and with all reasonable skill, care and diligence, subject to the payment of the Charges as set out at Clause 6 hereof.

2.3 The Customer acknowledges that use of the Services constitutes acceptance of these Terms and Conditions.

2.4 At any time within a period of ten (10) days from receipt of the Customer Authorisation Form by imagine, the Customer is entitled to cancel the Order for any reason whatsoever, on prior written notice to imagine. The Customer shall be liable for any usage charges incurred prior to his cancellation of the Services. No other cancellation charges shall apply.

2.5 imagine shall use all reasonable endeavours to provide the Services by any date indicated to the Customer, but all dates are estimates and imagine has no liability for any failure to meet any date. The Customer's statutory right of cancellation shall not be affected.

2.6 imagine does not warrant that the Services will meet the Customer's requirements or that the operation of the Services will be uninterrupted or error-free.

2.7 imagine will use all reasonable endeavours to provide uninterrupted Services but from time to time faults may occur whether on the Network or otherwise, and imagine does not accept any liability for any direct or indirect loss, damage or claims which may arise as a result of such an interruption. Specifically, imagine disclaims any legal liability for any direct or indirect loss or damage suffered by the Customer for any disruptions of or on any telecommunications system provided by the Access Provider, which are outside the control of imagine.

## **3. CUSTOMER CARE**

3.1 imagine's customer care number is 1890 929 929 which shall operate in accordance to the Code of Practice

3.2 All faults or requests will be reported to imagine by the Customer but may require a site visit by the Access Provider. The relevant charges, if any, for Line Maintenance carried out on the line will be billed to the Customer and are detailed in the imagine Rate Guide(s)

3.3 Calls to all carrier selection codes will be barred by the Access Provider on the telephone line(s)

3.4 imagine's Code of Practice which outlines our complaints and dispute resolution procedure is available on [www.imagine.ie](http://www.imagine.ie) or upon written request.

## **4. USE OF THE SERVICES - GENERAL**

4.1 The Customer undertakes not to use the Services or the Equipment:

4.1.1 for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Services, nor allow others to use the Services for any of the foregoing purposes in a way that may cause degradation of service levels to other customers as determined by imagine or put the Network at risk; or

4.1.2 for the transmission of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene or menacing nature; or

4.1.3 for the infringement of intellectual property rights or trade secrets of another party; or for the processing of automated personal data as defined in the Data Protection Act, 1988; or

4.1.4 to engage in activities, which in the opinion of imagine, cause or are liable to cause disruption or denial of service to any third party Internet or online user.

4.2 The Customer hereby agrees to avail of the Services subject to the provisions of any Telecommunications Scheme directed by COMREG and in force for the time being and the provisions of any legislation applicable hereto (all together hereinafter referred to as "the Regulations"). Use of the Services by the Customer shall be deemed to be an acceptance by the Customer of the terms and conditions of this Agreement.

4.3 You shall ensure that all persons having access to the Services or the Equipment comply with the terms and conditions herein stated.

**4.4** The Services is provided solely for the Customer's own use and the Customer shall not resell the Services (or any part of the Services) to any third party.

**4.5** You shall ensure that all equipment provided to you for accessing the Services is maintained and kept in good working order

**4.6** Where software is provided to enable the Customer to use the Services, imagine grants the Customer a non-exclusive, non-transferable licence solely for the term of this Agreement to use the software for that purpose and the Customer undertakes to comply with and be bound by all conditions of the licence under which the Equipment is supplied.

**4.7** You shall comply and are bound by all conditions of any licence under which the Equipment or the Services is provided.

**4.8** You shall comply with all reasonable instructions given to you by us in relation to the use of the Services.

**4.9** You shall inform imagine in writing of any change of name, address and/or telephone number

**4.10** You shall indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Services or the Equipment including any claim by the Access Provider.

## **5. TALK ANYTIME FACILITY**

**5.1** On payment by the Customer of the monthly Talk Anytime Subscription the imagine Talk Anytime facility allows residential Customers the facility to make unlimited calls from the dedicated residential line to direct dialled voice calls to any local and national fixed line number in Ireland including Northern Ireland (accessed using the (048) prefix) made at anytime (the "Unlimited Calls"). For the avoidance of doubt this facility does not include calls made to mobile numbers, international numbers, non-geographic numbers, satellite numbers, Internet subscription based services and any other numbers or services. All other calls and Services will be charged at standard imagine Rates as set out in the imagine Rate Guide(s).

**5.2** The Talk Anytime facility can be applied to either one PSTN or one channel on an ISDN BRA (Basic Rate Access) telephone line or one channel on an ISDN Hi-Speed telephone line only on a Customers account. Only one telephone line per Customer account can avail of the Talk Anytime facility, for the avoidance of doubt the facility does not include line rental and all lines and services will be charged at standard imagine Rates as set out in the imagine Rate Guide(s).

**5.3** Unlimited calls are up to 60 minutes per call after which per minute standard rates apply as set out in the imagine Rate Guide(s). To avoid being charged the per minute rates the Customer should hang up before the 60 minutes is up and make the call again. There is no minimum call charge for unlimited calls as part of the facility.

**5.4** It shall be a condition of the application of the Talk Anytime facility that Customers availing of this facility shall not be entitled to avail of any other discount scheme as implemented from time to time by imagine.

**5.5** imagine may at its absolute discretion withdraw the Talk Anytime facility from any Customer whose use of the service, in the opinion of imagine, either risks degradation of service levels to other customers, puts imagine's Network at risk or where the usage of the Services is inconsistent with normal residential usage or is for purposes that are not reasonably used by residential Customers.

**5.6** imagine reserves the right to cancel the Talk Anytime facility at any time.

## **6. PAYMENT**

**6.1** The imagine Rate Guide(s), as amended from time to time also forms part of the Agreement. The current imagine Rate Guide(s) is available on our website at [www.imagine.ie](http://www.imagine.ie) or upon written request. We reserve the right to alter such Charges and shall notify the Customer of such a change by notice in writing and/or via national newspapers and/or on the Customer bill, fourteen (14) days in advance of the implementation date of such change. All quoted rates shall be inclusive of Value Added Tax ("VAT").

**6.2** In order to avail of the Services the Customer agrees to pay by Direct Debit. You shall pay all sums due to us in full within seven (7) days of the date of the bill. imagine reserves the right to charge Customers an additional administrative fee for any unpaid Direct Debits. imagine also reserves the right to charge fees in relation to cessation, connection and reconnection of the Services, where required.

**6.3** The Customer shall be charged monthly in advance for rentals, Talk Anytime Subscription and any other

usage of the Services shall be charged monthly in arrears or otherwise as deemed appropriate by imagine from time to time for usage of the Services. As some usage of the Services takes longer to bill, you may be billed for charges incurred in a prior billing period.

**6.3.1** The first payment shall be due by the Customer pro-rated to and corresponding with the period for which the Services has been activated and consequently the first charge may be for a partial period in arrears in addition to the regular charge period in advance.

**6.3.2** When the Customer transfers to the Single Billing Service all appropriate Ancillary Services will also be transferred to imagine and the Charges for these services will be billed to the Customer by imagine and are detailed in the imagine Rate Guide(s). The details of the Ancillary Services and any additional options available to Customers are available upon application or by calling customer service.

**6.3.3** In addition the Customer will receive a final bill from the Access Provider for services that will now be billed for by imagine.

**6.3.4** For the avoidance of doubt, you will receive a bill from imagine for calls. You will be charged for line rental and Ancillary Services when the line has been transferred from the Access Provider to imagine. You may continue to receive a bill from your Access Provider prior to or while services are being transferred to imagine or for any services or calls not covered by the Agreement.

**6.3.5** The Customer agrees that imagine shall not be obliged to provide a paper copy of any bill. Customers will be issued a summary itemised bill on-line. If the customer opts for a paper bill a charge of €1.61 per month (inc VAT) shall apply.

**6.4** imagine may from time to time require security for, or advance payment in respect of any sum of money, fee, charge, subscription or expense payable or to be payable by a Customer for the Services

**6.5** Should you disagree with any charges shown on your bill you are requested to write or phone us before the date that payment is due highlighting the charges that you are querying, all other charges will remain due at the payment date. If the charges that you have highlighted are incorrect then we will apply a credit to your account in respect of any incorrect charges, if an amount remains outstanding we will advise you of the amount and the new payment date Unless a credit is issued the full amount remains due. Please refer to the Code of Practice available on [www.imagine.ie](http://www.imagine.ie) or upon request for details of the dispute resolution procedure.

**6.5.1** All charges for the provision of the Services shall be calculated by reference to the data recorded or logged by imagine. The determination of imagine in respect thereof is final.

**6.6** Customer's eligibility under the DSFA Scheme shall be indicated by the Customer on the Customer Authorisation Form and imagine shall rely on same in crediting the Customer in bills for the Services. In the event that it is determined that the Customer is not, or has not been, eligible for the DSFA Scheme, the Customer acknowledges and agrees that any DSFA Scheme credits improperly awarded to the Customer (on the basis of information evidencing eligibility furnished by the Customer to imagine) pursuant to the DSFA Scheme may be credited or recouped to imagine in a subsequent bill from imagine to the Customer.

## **7. TERMINATION**

**7.1** This Agreement may be terminated by either party on three (3) month's written notice to the other.**7.2** We shall have the right forthwith to immediately terminate or suspend the Agreement for due reason, including, but not limited to if:

**7.2.1** non-payment of charges in accordance with Clause 6 of the Agreement shall be deemed a material breach giving imagine the right to immediately suspend the Services or terminate the Agreement.

**7.2.2** the Customer is in breach of Clauses 4, 5 and 6 above or of the Agreement in respect of the Equipment.

**7.2.3** the Customer is in breach of any term of the Agreement or any information supplied by the Customer to imagine is false or misleading; or.

**7.2.4** we are obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority; or.

**7.2.5** you are suspected of involvement with fraud or acts, which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Services.

**7.3** While the Services are suspended you will be able to make calls to emergency services 999 and 112 only. You will still have to pay all charges due and any other reasonable costs and expenses, which imagine may incur as a result of such suspension and any subsequent reconnection of Services. The suspension process is outlined in our Code of Practice available on [www.imagine.ie](http://www.imagine.ie) or upon request.

**7.4** The termination of the Agreement or default of the Customer hereunder shall not affect any obligation of the Customer under the Agreement. Without prejudice to the generality of the foregoing, on suspension of the Services or termination of the Agreement, all charges accrued by you shall become immediately due and payable.

**7.5** imagine reserves the right to suspend the provision of the Services on reasonable notice to the Customer where imagine or any applicable third party needs to undertake any maintenance on the Network or the Equipment provided that imagine or any such third party shall use its reasonable efforts to minimise the duration of any such suspension.

**7.6** Where this Agreement is terminated by the Customer for the purposes of moving to another authorised provider, the transfer to another authorised operator shall not come into effect until such time as the Customer has paid to imagine all Charges due and owing, up to the date of termination together with all Charges arising from such termination as set out in this Clause.

**7.7** In the event of termination of the Services for any reason whatsoever or howsoever arising to a Customer who has been claiming under the DSFA Scheme, any credit awarded to the Customer pursuant to such Scheme which applies to a period after the effective date of such termination, shall be charged to the Customer.

**7.8** On termination of this Agreement for whatever reason, the Customer shall return to imagine within fourteen (14) days of such termination any loan equipment, the use of which may have been supplied to it pursuant to Clause 3 by imagine as part of the Services. In the event of failure by the Customer to return such loan equipment it shall become liable to pay to imagine such charges as are set out in the imagine Rate Guide(s).

## **8. LIABILITY**

**8.1** We shall use all reasonable endeavours to ensure that the Services is available for use by you in accordance with the standards for the time being relating to the Services as set out in imagines service literature but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising including any failure by the Access Provider. In the event that the Services fail to operate and you divert traffic to another carrier, we will not be responsible for those carriers' charges.

**8.2** The Customer is solely responsible for preventing unauthorised access to and use of the Services and imagine shall have no liability in this regard.

**8.3** We shall not be liable for any loss or damage of any kind caused by the failure of the Services or Equipment due to the incompatibility with the Services by equipment supplied by you.

**8.4** We shall not be liable to you or any third party in contract, tort or otherwise for any financial loss whatsoever or for any indirect or consequential loss howsoever arising in relation to the use of the Services or the Equipment or any failure or error or default by us in the provision thereof, or otherwise in connection with this Agreement. Without prejudice to the generality of the foregoing, any and all liability arising under the Sale of Goods and Supply of Services Act 1980 is excluded to the fullest extent permitted by law.

**8.5** We shall have no liability under this Agreement for the acts and omissions of other telecommunication operators.

**8.6** We shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Services provided by us unless the breach results from a wilful act or default of imagine or its employees.

**8.7** This Clause 8 shall continue to apply notwithstanding termination of this Agreement.

## **9. MAINTENANCE**

**9.1** The Customer agrees that from time to time it may be necessary for imagine to temporarily suspend the Services during periods of repair, essential maintenance or alteration or improvement to imagine's telecommunications network or otherwise in accordance with the law. Where possible imagine will give the Customer notice prior to such suspension of the Services and imagine shall restore the Services as soon as possible after such suspension. imagine shall endeavour to carry out such work outside normal business hours, no liability shall be accepted for any loss or damage arising as a result of an interruption in the Services during such maintenance or repair time.

**9.2** The Customer shall notify imagine as soon as possible after a defect, fault or impairment in the operation of the Services is detected and imagine shall use all reasonable endeavours to attend as soon as practicable during normal business hours to the fault at the Customer Premises or at whichever location imagine considers the reported fault to be located.

**9.3** imagine reserves the right to charge additional fees for such line maintenance or repair where the fault or defect resulted from any cause whatsoever which is beyond the reasonable control of imagine, its employees and agents, or from the wilful neglect or default of the Customer or of any supplier, agent of the Customer; or from a failure of the Customer to comply with the provisions of this Agreement; or from fault in or other problem or damage to equipment supplied.

**9.4** The charges payable in respect of the provision of such line maintenance are as set out in the Regulations.

**9.5** The term "line maintenance" means maintenance of the NTU (Network Termination Unit) and/or the Splitter but not any internal wiring, which at all times remains the responsibility of the Customer.

## **10. USE OF INFORMATION**

**10.1** In accordance with the Data Protection Act 1988; the Data Protection (Amendment) Act 2003 or any amendment or replacement thereof and the Carrier Pre- Selection Code of Practice, any information obtained by imagine through an application for or the use of the Services may be accessed and used by imagine and its Affiliates for the purposes of credit references, accurate billing and efficient operation of the Services, including disclosure to the Access Provider in connection with the operation, suspension and/or termination of the Services. The Customer shall be deemed to have given consent for the use of his information for such purposes. The use of such information for purposes other than billing and operation shall be subject to the Customer's consent as set out on the Customer Authorisation Form.

## **11. MISCELLANEOUS**

**11.1** The Customer Authorisation Form; these Terms and Conditions; the Acceptable Use Policies; together with the current imagine Rate Guide(s) as amended from time to time and the Code of Practice constitutes the entire agreement ("the Agreement") between the parties in relation to the Services and shall supersede any previous agreement(s) that may have been executed by the Customer for the provision of imagine services at any time. In the event of a conflict between these Terms and Conditions and any of the other documents referred to these Terms and Conditions shall prevail.

**11.2** The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

**11.3** imagine reserves the right to alter any terms of this agreement, the Services or any part thereof and the imagine Rate Guide(s) upon 14 days notice to the Customer.

**11.4** If any of the provisions of this Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect.

**11.5** Notices.

**11.5.1** Notices to Customer: imagine shall send all notices either to the Customer's billing address as provided on Customer Application Form or place same on the imagine website and this shall be accepted as proper notification. All written correspondence from imagine shall be deemed served 48 hours after posting or on earlier proof of delivery.

**11.5.2** Notices to imagine: imagines address for service of any notice hereunder shall be Communications House, Barrow Street, Dublin 4 or such other address as we may specify.

**11.6** Assignment: The Customer may not assign this Agreement in whole or in part without the prior written consent of imagine. imagine may assign this Agreement to an Affiliate without consent.

**11.7** No Waiver: Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion. Any deficiency in the Customer's authority to avail of the Services or to use the Equipment shall not preclude reliance by imagine on any of its rights under this Agreement.

**11.8** Force Majeure: In the event of Force Majeure, neither party shall be held in breach of its obligations



hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, highway authorities or other circumstances beyond the reasonable control of imagine that prevents it from providing the Services.

**11.9** Continued use of the service constitutes acceptance of these Terms and Conditions. **11.10** This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.