

# **UTV Internet Broadband Service Terms**

**(These terms and conditions come into effect on 9th December 2011)**

## **What we provide**

1. The service we agree to give you includes:
  - a. a high-speed network access to the internet;
  - b. helpdesk services; and
  - c. other applications and features as described at <http://www.utvinternet.com>.

You will need to have an eircom compatible telephone line to enable you to receive your UTV Internet Broadband service.

## **When the service starts**

2. We will begin the service, and your minimum term will start, on the day we activate the service (service start date). The minimum term for service is 12 months.

## **Cancelling the Agreement**

3. The Broadband speed that we quote when you order the service is an estimate only. Once your Broadband speed has settled (usually 10 days after provision), if you are always getting speeds lower than the estimated range that we quoted, you can contact us any time within the first 3 months after you ordered the service and we will try to improve the speed. If, despite any improvements we try to make, the speed you get is less than the "minimum guaranteed access line speed" for your service (go to <http://www.utvinternet.com> for more details) you will be entitled to cancel your broadband contract without paying a charge for ending it early subject to you following our instructions to resolve the problem.

## **Quality of Service**

4. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur, many of them outside of our control. We will use all reasonable endeavours to repair these faults as soon as we can.
5. The quality of the UTV Internet Broadband service is dependant on geographic, atmospheric or other conditions or circumstances beyond our control.
6. We cannot provide UTV Internet Broadband service in all parts of the UK due to coverage restrictions.

7. We may also take action to manage the network's performance during terms where there is a high demand. Please refer to the 'Help' section at <http://www.utvinternet.com/support.aspx> for more details.
8. If you use the service in any way that we consider is likely to be detrimental to the provision of the service or which may adversely affect other customer's enjoyment of the service we reserve the right to terminate your service immediately.

### **Using the service – UTV Internet Broadband Options**

9. You must not use the service for any commercial or business purpose whatsoever unless we have given you permission to do so. If we find that you are using the service for business or commercial purposes we reserve the right to limit or terminate the service immediately.
10. All UTV Internet Broadband options (including any unlimited options) are provided in line with our Broadband Usage Policy as set out in the 'Help' section at [http://www.utvinternet.com/legal/legal\\_information.aspx](http://www.utvinternet.com/legal/legal_information.aspx).
11. UTV Internet Broadband Options have monthly usage allowances. If you go over your usage allowance, we will charge you for your additional usage. We may also advise you to upgrade to another UTV Internet Broadband option that is better suited to your usage or end your agreement. You can find details of the extra usage charges on our Price List.
12. If we upgrade you to another UTV Internet Broadband option while you are still within your minimum term, the remainder of that minimum term will apply to your upgraded service.
13. We will give you a usage limit. If you would like to know what it is, you should call UTV Support on 0845 247 0000. If you go over this limit, we may restrict the service we provide. You should also be able to see your current monthly usage on [your online account](#).

### **Our responsibility to you**

14. If you suffer a continuous total loss of the service at any time after we have provided it, we will use all reasonable endeavours to fix the problem.
15. By continuous total loss of broadband service we mean the inability to make a connection to the internet through UTV Internet broadband due to a fault in any part of eircom's network up to and including the main telephone socket for your property.
16. If we do not do so, we will provide a daily rate rental credit for each whole or part day we are late in repairing the service. This applies from the date you report it to us, until the fault is cleared, on a pro rata basis. It is equal to the daily charge of your rental for each day that applies. The daily charge is twelve times the monthly rental charge (including VAT) divided

by 365. You will not be entitled to a rental credit if the fault relates to your phone line or is due to equipment you have bought from other suppliers.

17. You will need to contact us to claim the rental credit. We will take the amount we owe you off your next bill.

### **Deferred Payment for Equipment**

18. In some cases we will allow you to defer payment of the full price of the equipment we supply for use with the service. If you then end the service within 12 months of UTV accepting your order and you did not pay the full price of that equipment when you placed your order, then you will be liable to pay the balance – that is the price of the equipment as set out in the Price List, less any amount which you paid upfront when you placed your order, unless you end the service within the cancellation term (as detailed in paragraphs 11 & 12 of the Residential Standard Terms). The deferred payment is no longer payable after you have received service for 12 months or appropriate from the date that your order was accepted by UTV Internet.

## **Changing your UTV Internet service**

### **Changes we may make**

19. Occasionally, we may have to interrupt the service. If we do so, we will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service. We may also change usage allowances as set out in the Broadband Usage Policy.

### **Changes you can make**

20. If you want to upgrade to another UTV Internet Broadband option you may do so at anytime. If you do this during your minimum term, if you have one, the remainder of the minimum term will be carried forward to your new option. If you renew your contract either by upgrading or downgrading a package, this will mean another minimum term of 12 months, unless you are moving home or we have changed your service under paragraph 12 above.
21. You agree to provide us with true, accurate and complete details in order to provide your order. You agree to inform UTV Internet of any changes to your personal details immediately by e-mail addressed to [admin@u.tv](mailto:admin@u.tv).

## **Changing the terms (notification)**

22. Sometimes, we will need to change the charges or the terms and conditions of a service covered by this agreement. Depending on your method of billing, we will send email notifications to customers who receive paperless billing and post letters to customers who opt for paper bills. The changes will also be available on <http://www.utvinternet.com/>
23. Under Regulation 14 of the European Communities (electronic communications networks and services) (Universal Service and Users' rights) Regulations 2011 an operator shall, not less than one month prior to the date of implementation of any proposed modification, likely to be of material detriment to the subscribers of any service, notify its subscribers to that service of the proposed modification in the conditions of the contract for that service, and their right to withdraw without penalty from such contract if they do not accept the modification. If we do not hear from you within 10 days of the notification, we will assume you accept the amendments and are happy to continue as a customer of UTV Internet.

## **Ending your agreement**

24. Separate minimum terms will apply to the service we supply to you and to each other user depending on the pricing option and package you choose. These are detailed in the Price List.
25. If you are using any services, applications or features which are free of charge, these will end on the day your agreement with us ends.
26. When you end your broadband service and do not migrate (using a MAC code) your service to another service provider you will have to pay a cease charge of £29.69 You will not have to pay this charge in the event you are moving home and we are unable to provide the service at the new UK address.
27. If within any relevant minimum term you choose to end the service or you cancel your permanent payment method without contacting us to arrange payment by alternative means, we will assume you want to end the service and we may end your agreement for the service. If we do this within the minimum term of your agreement you will have to pay the termination charges set out for each of the services in the relevant service terms by way of compensation to us for ending your service within the minimum term. We will bill you the monthly amount for the remainder of your minimum term, for each service you have taken from us.

For example, if you have UTV Talk and UTV Broadband and leave 6 months after your start date, there are 6 months remaining on your minimum term. We will bill you for 6 months line rental and 6 months for your chosen broadband package. If you do not port to another Internet Service Provider, we may also charge you the wholesale charge for broadband

disconnection as a straight pass through cost, directly to your permanent payment method, or your secondary method of payment, which you have provided us with details of (e.g. when you paid for an installation or connection charge) and by accepting the terms of this Contract you authorize us to do so. We will give you reasonable notice in writing before making any charge. The same principle will be applied regarding early termination fees depending on the number of months remaining in your minimum term. You can find details of these charges on our legal information page [http://www.utvinternet.com/legal/legal\\_information.aspx](http://www.utvinternet.com/legal/legal_information.aspx).