

eir Inclusive Discount Scheme

DEFINITIONS

“**Customer**” means a person with whom eir makes, has made or is deemed to have made an agreement for the provision to such person of the eir **Inclusive** Facility and also means a person to whom such has been or is being provided, for the avoidance of doubt, for the purpose of this agreement, the term “Customer” includes any company which is an Associated Company of the Customer, and any franchisee of the Customer;

“**Associated Company**” means any entity which is, from time to time, controlling or controlled or under common control with the Customer;

“**eir Inclusive Nominated Telecommunications Accounts**” means telecommunications accounts nominated by the customer for the purposes of availing of the eir **Inclusive** facility.

“**eir Inclusive Facility**” means a Facility whereby Customers transmitting call traffic over the eir network may be allowed a discount on the prevailing call charges for EEII calls on all company telephone accounts on committing to the payment of one of the levels of monthly minimum spend specified in the current eir **Inclusive** explanatory rate sheet as set out above.

“**Facility**” means the eir **Inclusive** Facility.

“**EEII Calls**” means Eligible eir **Inclusive** Calls and Eligible eir IP **Inclusive** Calls made on eir Inclusive Nominated telecommunications accounts

“**eligible eir Inclusive Calls**” (E.E.I.C.) mean customer direct dialled calls made between exchanges in the State and from exchanges in the State to Northern Ireland and from exchanges in the State to exchanges outside the State and Freefone 1800, CallSave 1850 & LoCall 1890 calls received by the customer (excluding calls to the Eirpac service, calls to other packet switched networks, calls made to Premium Rate Telephone Service, calls to Directory Enquiry Service, calls to eir call management services, Teleconferencing calls; calls made by use of the Virtual Private Network facility, non-geographic shortcall calls received by the Customer, calls made to the Eirpage 08224 service, calls made to the local 0818 service, calls made to Inmarsat, EMSAT and Skyphone mobile telephony systems, calls made by the customer to Internet Access 1891, calls made by the customer to Internet Access 1892 and calls made to Flat Rate Internet Access 1893 and calls made to VOIP.

“**Eligible eir IP Inclusive Calls**” means customer direct dialled calls using the Business IP Voice Service, made between locations in the State and from locations in the State to Northern Ireland and from locations in the State to locations outside the State (excluding eir Chargecard calls, calls to the Eirpac service, calls to other packet switched networks, calls made to Premium Rate Telephone Service, calls to Directory Enquiry Service, calls to eir call management services, Teleconferencing calls; operator assisted calls, non-geographic shortcall calls received by the Customer, calls made to the Eirpage 08224 service, calls made to the Local 0818 service, calls made to Inmarsat, EMSAT and Skyphone mobile telephony systems, calls made by the customer to Internet Access 1891, calls made by the customer to Internet Access 1892, calls made to Flat Rate Internet Access 1893, calls made by the customer to Callsave 1850, calls made by the customer to LoCall 1890, and calls to 076.)

“**VOIP**” means Voice Over Internet Protocol using 076 prefix:

The Customer hereby agrees to avail of the Facility subject to the provisions of the eir Price List in force for the time being and the provisions of any legislation applicable hereto (all together hereinafter referred to as “the Agreement”).

1. The Company may provide a facility, in www.eir.ie/pricing referred to as “eir **Inclusive** Facility” whereby Customers transmitting call traffic over the eir network may be allowed a discount on the prevailing call charges for EEII calls on all company telephone accounts on committing to the payment of one of the levels of monthly minimum spend specified in the current eir **Inclusive** explanatory rate sheet as set out above.

2. Usage of the Facility by the Customer is deemed to be acceptance by the Customer of the eir **Inclusive** Discount Scheme terms and conditions.

A copy of the eir Price List may be inspected at eir, 1 Heuston South Quarter, St John’s Road, Dublin 8, Ireland; by visiting www.eir.ie/pricing or by contacting Freefone 1800 601 701.

3. The Customer shall, without prejudice to the customer’s right to determine this agreement under due notice, pay on demand such charges as may be fixed from time to time by or in accordance with this Agreement in respect of the eir **Inclusive** Facility.

4. It shall be a condition of the application of the eir **Inclusive** Facility that:

4.1.1 eir shall automatically apply the appropriate discounted rates to the prevailing call charges for Eligible eir **Inclusive** Calls as are appropriate to the Customers actual call spend per billing cycle.

- 4.1.2 The Customer acknowledges that the Minimum Spend Level to which it has committed itself may change per billing cycle as eir shall automatically select the Minimum Spend Level which is the most appropriate to the Customers actual call spend per billing cycle on EEII Calls.
5. Charges EEII Calls may be brought to account by way of:
- 5.1 A single bill in respect of all eir **Inclusive** Nominated Telecommunications telephone accounts; or
- 5.2 Subject to Clause 6, an individual bill in respect of each eir **Inclusive** Nominated Telecommunications Telephone accounts;
- (a) A change to the date of issue of the Customer's bill may be required to facilitate this facility;
- (b) Eligible eir **Inclusive** Calls shall not be eligible for any further or other discounts;
6. It shall be a condition of the application of the Facility that:
- (a) Subject to the provisions of clause 8, the value of the call charges (exclusive of value added tax) for EEII Calls payable by the Customer to eir per billing cycle shall not be less than the lowest Minimum Spend Level specified in the current eir **Inclusive** Rate Sheet (the lowest minimum spend level);
- (b) in the event that the call charges (exclusive of value added tax) for EEII Calls payable by the Customer to eir in a billing cycle are less than the lowest Minimum Spend Level, the Customer shall, subject to clause 8, be liable to pay to eir such sum as represents the value of the lowest Minimum Spend Level;
8. On the first occasion in any twelve month period where the lowest Minimum Spend Level is greater than the value of the call charges payable by the Customer to eir in that billing cycle, eir may apply the value of the call charges for Eligible eir **Inclusive** calls instead of the value of the lowest Minimum Spend Level.
9. On the second occasion in any twelve month period where the lowest Minimum Spend Level is greater than the value of the call charges payable by the Customer to eir in that billing cycle, eir may terminate this Agreement pursuant to the provisions of clause 13, hereof.
10. For the purposes of this clause 8, a twelve-month period shall commence from the initial bill date on the Customer's eir **Inclusive** telephone account ("the Initial Bill Date") and thereafter will be calculated from the anniversary of the Initial Bill Date. For the avoidance of doubt, the provisions of this clause 8 shall apply to the Customer on one (and only one) occasion in any one twelve month period, regardless of the number of times that the Customer has applied to avail of the facility in any such twelve-month period.
11. If Call Traffic on the Customer's account is ported by the Customer to another licensed operator, eir may at its absolute discretion and in the interests of ensuring that the provisions of clause 7, hereof are not enforced, summarily withdraw the provision of the Facility on the Customer's account.
12. Standard call charges will apply to all call charges for Eligible eir **Inclusive** Calls payable by the Customer in the billing cycle in which the Facility is terminated.
13. The Customer shall nominate the particular telecommunications accounts to be included in the Facility. All instructions in relation to the addition of eir **Inclusive** Nominated Telecommunications Accounts to the Facility or the removal of eir **Inclusive** Nominated Telecommunications Accounts from the Facility shall be given only by the Customer.
14. The Customer is responsible for the payment of all charges (including connection charges, line rental charges, equipment rental charges) in respect of the eir **Inclusive** Nominated Telecommunications Accounts. Connection charges, line rental charges, equipment rental charges and other similar telecommunications charges shall not attract a discount. The Customer shall in addition be liable to pay the appropriate level of value added tax on such charges.
15. Where any eir **Inclusive** Nominated Telecommunications telephone account is in arrears for 21 days after the date on which it is due to be paid, eir may terminate the Facility in respect of the relevant eir **Inclusive** Account. The Customer acknowledges that any such termination may result in a change to the eir **Inclusive** level applicable to all remaining eir **Inclusive** Nominated Telecommunications telephone accounts and that any such termination shall be without prejudice to any other right or remedy of eir in respect of any eir **Inclusive** Account in respect of which the Facility has been terminated.
16. One month's notice will be given to the Customer of any increase in either the charges for calls made from the telecommunications line rented by the Customer or in the rentals for the telecommunications line(s) or equipment. Full details of all eir's current charges can be obtained by visiting www.eir.ie/pricing or by contacting Freefone 1800 601 701 (Business Customers).
17. In the event of changes notified by eir to these terms and conditions, you may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. You will be deemed to have accepted any implemented changes, by continuing to use the Services.

18. Unless otherwise agreed or eir otherwise decides, all monies due to eir by the Customer become payable as soon as an account or demand therefore is issued to the Customer. Unless otherwise agreed or eir otherwise decides, payment shall be due within fourteen days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view their phone bill, the methods of payment and make a payment by Laser/Visa Debit Card or set up a Direct Debit by visiting www.eir.ie. For Bill enquiries, Business Customer can contact us on Freefone 1800 601 701.
19. eir will try to resolve any dispute with the Customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two working days of receipt. The Customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eir's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting www.eir.net/codeofpractice. The Customer can log a complaint by contacting Freefone 1800 601 701 (Business customers) or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.
20. These terms and conditions together with the eir General Terms and Conditions constitutes the entire agreement between the parties in relation to the Facility.
21. The Customer can obtain further information on all available Business Tariff Plans on www.eir.ie or by contacting Freefone 1800 601 701.
22. This Agreement shall commence on the date of acceptance by eir and shall be for a minimum period of one month, during which period, it may not be terminated except in accordance with this Agreement.
23. The Facility will be implemented as soon as possible after a sufficient period is allowed to set up the Customer.
24. These Terms and Conditions together with the current eir **Inclusive** explanatory rate sheet constitute the entire agreement between the parties in relation to the Facility. In the event of a conflict between these Terms and Conditions and the explanatory rate sheet, these Terms and Conditions shall prevail. The Customer shall be given 1 month's notice of any amendment to the Facility.
25. For new customers availing of the Facility on or after the 10th June 2010, the Facility is subject to a minimum term of twelve (12) months (the "Minimum Contract Period"). The Minimum Contract Period shall commence on the Commencement Date. For the purposes of this paragraph, the Commencement Date shall be the date on which the Company applies the Facility to the customer's account.
26. Where the Facility is ceased during the Minimum Contract Period, eir reserves the right to apply the relevant monthly charge for the balance of the unexpired portion of the Minimum Contract Period.
27. This Agreement is governed by the laws of Ireland.