



Terms and Conditions

1. Definitions

1.1 In these Terms & Conditions the following terms shall have the following meaning:

“Access Provider” shall mean the company that provides the physical telephone line(s) and associated telephone number(s).

“Affiliate” shall mean a holding company, group company, any subsidiary direct or indirect, any third party deemed an affiliate by UUTEL Limited or a company which is under the common control of the company concerned.

“Agreement” shall mean the agreement between the Customer and UUTEL Limited for the provision of the service according to these Terms and Conditions, UUTEL Limited’s tariffs for the service and the Customer Authorisation Form. These constitute a legally binding agreement between UUTEL Limited and the Customer.

“Customer Authorisation Form” shall mean a form completed by the Customer approving a change of CPS service and which contains information as set out in Annex 1 of the Industry Process Definition (Document CPS 18).

“Customer” shall mean the person using the Service.

“Code of Practice” means UUTEL Limited’s code of practice which is available on our website, by telephone or by written request to our Customer Care team.

“CPS” or “Carrier Pre-Selection” shall mean the service that allows a Customer to pre-select a telephony service provider.

“Equipment” shall mean telephones or other telecommunications or related equipment used to access the Service.

“UUTEL Limited” (“UUTEL”, “we” or “us”) shall mean the provider of the Service under the Agreement, registered under Company Registration Number 384922, whose registered address is 98 Lower Baggot Street, Dublin 2.

“Office of the Director of Telecommunications Regulation” or “Director of Telecommunications Regulation” or “ComReg” shall mean the National Regulatory Authority for the telecommunications market in Ireland.

“Service” means a telecommunications service allowing Customers to complete voice transmission domestically and internationally from a fixed line.

“Direct Debit” means our authority to collect payment from you by Direct Debit.

2. Service

2.1 UUTEL Limited will provide you with the CPS service once the Access Provider has activated the pre-selection and we have subsequently activated your CPS service (usually within ten (10) working days of you signing with us), subject to you signing and returning the correctly completed Customer Authorisation Form.

2.2 Any call traffic not covered by the selected CPS option will automatically be carried by the Access Provider.

2.3 The Customer may override the CPS option by dialling the access code of an alternative provider before the telephone number, subject to prior arrangement with the alternative provider. Any usage charges incurred by means of this override method will be payable to the alternative provider.

2.4 In terms of the “All Calls” CPS option, the Customer shall be charged for the use of the “call forward” function



2.5 If the Customer is not the holder of the landline(s) rental agreement with the Access Provider, the Customer undertakes to obtain the signature and written consent of this person before applying for the CPS Service.

2.6 The Customer shall inform UUTEL Limited of any change of name, address and/or telephone number

2.7 Some non-geographic numbers are excluded from the CPS Service and will be routed through the Access Provider automatically. The Customer must pay the Access Provider for these calls at the rates specified by the Access Provider.

2.8 Calls to Premium Numbers such as 1530, 1550, 1559, 1560, 1570 and 1580 are not permitted under UUTEL Limited's CPS Service, unless the Customer applies in writing to our Customer Care team to have the barring of these numbers removed.

2.9 Without prejudice to our rights under condition 5, UUTEL Limited reserve the right to:

2.9.1 refuse to provide the Service if you fail to satisfy any of our internal credit or other criteria; and

2.9.2 bar or limit the destination(s) to which you make calls using the Service

2.10 UUTEL Limited will provide the Service with the reasonable skill and care of a competent telecommunications provider. UUTEL cannot guarantee that the Service will be fault-free. Activation and de-activation times in this Agreement are approximate, UUTEL cannot guarantee activation or de-activation within these timeframes and assumes no liability in relation thereto.

3. Charges and Payments

3.1 UUTEL Limited's tariffs for the Service also form part of the Agreement. We reserve the right to alter such tariffs and shall notify the Customer of any increase in price by notice in writing and/or via national newspapers and/or on the customer bill 30 days in advance of the effective date.

3.2 The Charges shall apply from the Start Date. The Customer shall be charged monthly in arrears for usage of the Service. As some usage takes longer to rate, you may be billed for charges incurred in a prior billing period.

3.3 All charges (unless otherwise stated) are shown exclusive of Value Added Tax (VAT). VAT is then calculated on the total amount due. VAT shall be charged to the Customer and paid by the Customer at the prevailing rate.

3.4 All charges shall be calculated by reference to the data recorded or logged by, or on behalf of, UUTEL Limited in accordance with its telecommunications logging systems, and not by data or information recorded by the Customer. The Customer agrees that UUTEL Limited's records are conclusive evidence of the Customer's use of the Service and the Charges payable.

3.5 All sums due to us shall be paid in full by Direct Debit from your bank account by the due date agreed under the Direct Debit Mandate. Provision of the Service shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means.

3.6 Where agreed by UUTEL Limited, some Customers may pay for the Service by cheque.

3.7 UUTEL Limited reserves the right to charge Customers:

3.7.1 a reasonable fixed administration charge to cover the costs of any cheque or direct debit mandate instruction returned unpaid by a bank or similar institution

3.7.2 all fees, charges, or expenses reasonably incurred by UUTEL Limited in collecting or attempting to collect any charges or debts owed by you to UUTEL Limited or otherwise associated with your failure to pay the Charges in accordance with this Agreement

3.8 Any unpaid monies owing to UUTEL Limited may be referred to a collection agency.

3.9 Should you disagree with any charges, you are requested to write or phone us before the date that payment is due. If the charges are incorrect, we shall amend. Otherwise the full amount remains due.

3.10 The Customer will be billed monthly. Bills will be sent to the email address provided on the Customer Authorisation Form or another email address provided by the Customer. If you would like a paper bill posted to you instead, please contact UUTEL Limited's Customer Care team and they will advise you if this can be arranged.

3.11 UUTEL Limited also operates an electronic billing facility. All bills will be added electronically to an end-users account section on the UUTEL website (<http://www.uutel.ie>).

4. Liability

4.1 UUTEL Limited shall use all reasonable endeavours to ensure that the Service is available for use by you in accordance with the standards for the time, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

4.2 UUTEL Limited shall make reasonable efforts to prevent unauthorised access to the Service by third parties but shall have no liability to the Customer for any unauthorised access to the Customer's Equipment



4.3 UUTEL Limited shall not be liable for any loss or damage of any kind caused by the failure of the Service or Equipment due to the incompatibility with the Service of hardware, software, and/or equipment supplied by you. Neither shall any third party, with whom UUTEL Limited or any of its Affiliates have entered into arrangements with for the provision of services, networks or equipment, have any liability to you, howsoever arising, as a result of the failure, interruption or delay connected with or involving any of the aforementioned.

4.4 UUTEL Limited 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 Service 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.

4.5 UUTEL Limited shall have no liability under this Agreement for the acts and omissions of other telecommunication operators.

4.6 This Clause 4 shall continue to apply notwithstanding termination of this Agreement.

5. Term and Termination

5.1 The Customer shall have the right to terminate the Service within five days of signing the Customer Authorisation Form if he/she wishes to revert to the Access Provider or to switch to another Carrier Pre-Selection provider, provided that the Customer signs a valid contract within this period with his Access Provider or the new Carrier Pre-Selection Provider. The Customer shall be liable for any usage charges incurred prior to his cancellation of the CPS Service. No other cancellation charges shall apply.

5.2 If the Customer wishes to terminate the CPS Service after the initial five day period, the Customer must contact UUTEL Limited's Customer Care Department in writing, notifying them of their intention to terminate the CPS Service. The cancellation of the CPS Service may take up to ten working days to be effective. The Customer will remain responsible for the payment of the Service provided by UUTEL during the period prior to the cancellation of the CPS Service.

5.3 Without prejudice to its rights under this Agreement, UUTEL Limited shall have the right to terminate this agreement forthwith by seven days written notice in the event that you are in material default of any of your obligations under this Agreement.

5.4 UUTEL Limited shall have the right forthwith to terminate the Agreement for due reason, including, but not limited to if:

5.4.1 the Customer is in breach of any term of the Agreement or any information supplied by the Customer to UUTEL Limited is false or misleading

5.4.2 we are obliged to comply with an order, instruction or request of Government, the Commission for Communications Regulation (ComReg), an emergency service organisation or other competent authority; or

5.4.3 you are suspected of involvement with fraud or acts which are of a defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service, or

5.4.4 if for technical reasons it is not possible to provide the Service.

5.5 Either party may terminate this Agreement immediately, on notice if the other:

5.5.1 commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

5.5.2 commits a material breach of this Agreement which cannot be remedied; or

5.5.3 is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

5.6 UUTEL Limited shall be entitled to terminate this Agreement in the event that:

5.6.1 the contract between UUTEL Limited and the authorised operator enabling UUTEL to provide the Service is terminated;

5.6.2 the service provided to UUTEL Limited by Eircom or other authorised operator is not of the quality deemed by UUTEL Limited to be appropriate to provide the Services;

5.6.3 you no longer have a valid contract for the use of Eircom telephone lines

5.7 The Termination of this Agreement or default of the Customer hereunder shall not affect any obligation of the Customer under the Agreement



6. Force Majeure

6.1 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 control of the parties.

7. Assignment

7.1 UUTEL Limited may assign this Agreement to an Affiliate or third party without consent.

7.2 The Customer shall not assign this Agreement in whole or in part without the prior written consent of UUTEL Limited.

8. No Waiver

8.1 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.

8.2 Any deficiency in the Customer's authority to avail of the Service or to use the Equipment shall not preclude reliance by UUTEL Limited on any of its rights under this Agreement.

9. Notices

9.1 UUTEL Limited shall send all notices to the Customer's billing address or email address as provided by the Customer on registration or place same on the UUTEL Limited webpage (<http://www.uutel.ie>).

9.2 UUTEL Limited's address for service of any notice hereunder shall be such address as appears on the last written correspondence rendered to the Customer or such other address as may be prescribed by UUTEL Limited for the purpose.

9.3 All written correspondence from UUTEL Limited shall be deemed served forty eight (48) hours after posting or on earlier proof of delivery.

10. Use of Information

10.1 In accordance with the provisions of the Data Protection Act 1988 and the Carrier Pre-Selection Code of Practice, any information obtained by UUTEL Limited through an application for or the use of UUTEL's Service may be accessed and used by UUTEL Limited and its Affiliates for the purposes of credit references, accurate billing and efficient operation. The Customer shall be deemed to have given consent for the use of his/her information for such purposes.

10.2 The information may also be used to identify other products and services which may be offered to the Customer.

10.3 The use of such information for purposes other than billing and operation shall be subject to the Customer's consent as given on the Customer Authorisation Form.

10.4 Any information obtained may be disclosed by UUTEL Limited to any person where this is necessary for the provision of the Service or to any person who assumes the rights of UUTEL Limited under this Agreement and to any credit reference agency or bureau, subject to the right of the Customer to request otherwise.

11. Miscellaneous

11.1 If any provisions of the 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.

11.2 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.

11.3 All disputes under the Agreement shall be settled in accordance with the Customer Care Code of Practice for Complaint Handling (available from UUTEL's Customer Care Department). All complaints shall be lodged directly with UUTEL Limited.