



Customer Activation Agreement

Voice & Single Billing

AGENCY ID

Customer Details

Company Name	Customer Contact	Position
Tel. No.	Fax No.	E Mail
Site Address	Billing Address (if different)	
		Billing Method: Paper & mailed detailed
Universal/Eircom Account Number	Existing supplier:	Company Reg. No:

Unsolicited Marketing Calls

To opt out of any unsolicited Marketing please tick the box.
I do not wish to receive unsolicited marketing calls.

Monthly Telecoms Spend: €
(ex.VAT, Line rental and Non Geographic calls)
Applicable Rate card:

I authorise Eircom to transfer the designated telephone lines and their associated call management services to Pure Telecom. I understand that Eircom will activate a facility so that all calls on these lines will be handled by Pure Telecom and this will override any alternative service provision already in place. I am authorised on behalf of the company in this matter. To ensure the efficient provision of facilities such as directory enquiries and telephone line fault handling, Eircom retains the customer name, address and telephone service details. The data is also passed to Pure Telecom. I consent to the retention and sharing of such data in order for the service to be provided to me. I have read, understood and accept these terms and conditions. This contract shall not take force and effect until the same has been signed by Pure Telecom Ltd. The customer hereby agrees to purchase the Services quoted above subject to the Terms and Conditions. The customer hereby authorises eircom to activate the above choices on its behalf.

DSL Broadband Order Form

Universal/Eircom Account Number

Selected DSL Line Number _____

Broadband Options - 12 Month Contract applies to all options

Product	Monthly Charge	
3Mbps Download, 384 Kbps Upload	€30.00	<input type="checkbox"/>
7.6Mbps Download, 672 Kbps Upload	€40.00	<input type="checkbox"/>
12Mbps Download, 1Mbps Upload	€69.00	<input type="checkbox"/>
24Mbps Download, 1Mbps Upload	€105.00	<input type="checkbox"/>
Installation - Engineer Site Visit	€165.00	<input type="checkbox"/>
Enhanced Services - Includes:	€30.00	<input type="checkbox"/>

Domain Name Transfer, Web Hosting, 5 POP Email Addresses of SMTP Feed, Spam & Virus Trap

Customer Authorised Signatory. _____

Name (in block letters)

Date:

Pure Telecom Authorised Signatory. _____

Name (in block letters)

Date:

DIRECT DEBIT MANDATE

Please complete the following section to instruct your Bank to make payments from your account and return the completed form to Pure Telecom Limited, Unit 3018, Lake Drive, Citywest Business Campus, Dublin 24.

To the Bank Manager of (Bank/Building Society Name)	Bank Sort Code
Address	Bank Account Number
Name of Account Holder	Originators Number
	303317

Please note that Bank/ Building Societies may decline to accept instructions to charge direct debits to certain types of accounts.

Instructions and Authorising Signature

I authorise you, until further notice in writing, to charge my account with variable amount direct debits on various dates at the request of Pure Telecom Limited.

Customer Authorised Signatory. _____ Customer Authorised Signatory. _____ Date. _____

I shall inform the bank in writing should I wish to cancel this instruction. I understand that if any direct debit is paid outside the terms of this instruction, the bank will make a full refund.

Pure Telecom

TERMS AND CONDITIONS

Terms and Conditions – Carrier Pre Selection

1. Call charges

- 1.1 Call charges are charged on a per second billing basis, calculated to six decimal places
- 1.2 Call charges as agreed, are at a guaranteed discount to the Pure Telecom standard official price list
- 1.3 Call charges are set out in appendix 2 of this document

2. Service

2.1 The Customer may from time to time deliver to PURE TELECOM Service Orders on the terms of this Agreement. Any Service Order s shall be in such form as is notified to the Customer from time to time by PURE TELECOM and/or as PURE TELECOM may in its sole discretion accept.

2.2 Each Service Order shall be binding on both Parties only after it is accepted and signed by PURE TELECOM, such acceptance to include the carrying out of credit checks pursuant to Clause 3.2. In the event of any conflict between the terms of a Service Order and the terms of this Agreement, the terms of the Service Order shall take precedence.

2.3 Without releasing it from any of its obligations and/or duties hereunder, PURE TELECOM shall be entitled at any time and from time to time, and without notice, to use PURE TELECOM Affiliates and/or subcontractors to perform some or all of such duties and/or obligations.

3. Payment

3.1 All invoices shall be paid within Fifteen (15) days of the date thereof.

3.2 PURE TELECOM reserves the right to carry out a credit check against the Customer prior to the acceptance by PURE TELECOM of any Service Order in accordance with Clause 2.2.

3.3 In the event that the Customer fails to make payment in accordance with Clause 3.1 of invoices delivered to it, PURE TELECOM shall be entitled in addition to any remedy which it might have under this Agreement or otherwise at law.

4. Service Maintenance

Pure Telecom will provide services to the customer in accordance with the Service Level Agreement attached (Appendix 1). Wherever reasonably possible PURE TELECOM shall endeavour to perform these activities in such a way as to minimise any interruption in the provision of the Service.

5. Fault Resolution

5.1 PURE TELECOM shall use all reasonable endeavours to correct as soon as is reasonably practicable any Fault notified by the Customer.

5.2 For the purposes of Clause 5, a Fault shall be deemed to have commenced upon its notification to PURE TELECOM.

5.3 The Customer shall pay all reasonable costs incurred by PURE TELECOM In investigating and remedying any Fault which is attributable to: (i) the negligence, act, omission, breach, or fault of the Customer or its agents or a third party to whom the Customer resells the Service, or (ii) the failure or malfunction of Customer Equipment.

6. Relocation

The Customer may request the provision of a Service at an additional or substitute Customer Site by delivering to PURE TELECOM an appropriate Service Order and for the purpose of the delivery and acceptance of such Service Order, the provisions of Clause 2.1 and 2.2 shall apply.

7. Service Suspension

7.1 PURE TELECOM may, at its sole discretion and without prejudice to any right which it might have to terminate this Agreement, elect to suspend forthwith the provision of a Service until further notice

7.1.1 PURE TELECOM is entitled to terminate this Agreement at any time without notice in accordance with 3.3 above.

7.2 PURE TELECOM shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension made pursuant to Clause 7.1

8. Warranties

8.1 In performing its obligations under this Agreement, PURE TELECOM shall at all times exercise the reasonable skill and care of a competent public telecommunications operator.

8.2 Except as expressly set forth in this Agreement all warranties, representations or agreements, with respect to the provision of the Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the maximum extent permitted by law. For the avoidance of doubt this exclusion should equally apply to any warranties or representation given by or on behalf of PURE TELECOM or any PURE TELECOM Affiliate prior to the date of this Agreement.

9. Liability

9.1 Subject to Clause 9.3 but otherwise notwithstanding anything else in this Agreement, each Party's liability to the other in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement, save in respect of any liability arising pursuant to the payment obligations set out in Clause 3, shall be limited to €10,000.

9.2 Subject to Clause 9.3 but otherwise notwithstanding anything else in this Agreement, neither Party shall in any event be liable to the other for indirect or consequential losses or otherwise for harm to business, loss of revenues, loss of anticipated savings or lost profits.

9.3 Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from that Party's negligence.

9.4 Should any limitation or provision contained in this Clause 9 be held invalid under any applicable statute or rule of law it shall to that extent be deemed omitted.

10. Terms and Termination

10.1 Either Party may terminate a Service at any time without notice

11. Confidentiality

11.1 Each Party shall:

11.1.1 only use Confidential Information for the purposes of this Agreement; and

11.1.2 only disclose Confidential Information to a third party with the prior written consent of the other Party (except that PURE TELECOM may disclose Confidential Information to PURE TELECOM Affiliates or to its professional advisors or auditors)