

## STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply, where applicable, in conjunction with The Call Rates, Fair Usage Policy and the Other Charges document.

### 1. SERVICE

Pure Telecom shall endeavour to provide the Service on the telephone line(s) as specified in the contract within 21 days. The Service will be provided by Pure Telecom once the line or broadband service has been transferred or installed. All faults or requests will be reported to Pure Telecom by the Customer but may require a site visit. The relevant charges, if any, for Line Maintenance carried out on the line(s) will be billed to the Customer by Pure Telecom. Calls to all carrier selection codes will be barred by the Access Provider on Single Billing Service line(s). The Pure Telecom Code of Practice which outlines our complaints and dispute resolution procedure is available at [Code Of Practice](#) or upon written request.

### 2. BILLING & PAYMENT

Pure Telecoms tariffs for the Service(s), as amended from time to time also form part of the Agreement and are set out on our website at [www.puretelecom.ie](http://www.puretelecom.ie). We reserve the right to alter such tariffs and shall notify the Customer in accordance with the regulations set out in the Comreg document “Response to consultation and decision: Contract Change Notifications”, available to view at [www.comreg.ie/media/dlm\\_uploads/2015/12/ComReg12128.pdf](http://www.comreg.ie/media/dlm_uploads/2015/12/ComReg12128.pdf). All quoted tariffs are inclusive of Value Added Tax (VAT) unless otherwise stated. All sums due to us shall be paid in full by the due date specified on your monthly invoice by means approved by Pure Telecom. Provision of the Service or the Single Bill Services shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means. Pure Telecom may apply a late payment fee every month there is a past-due balance as set out in [Other Charges](#).

**2.1.** Pure Telecom reserve the right to apply a charge as set out in [Other Charges](#) for each unpaid Direct Debit.

**2.2.** Any customer who takes out a Pure Telecom product which includes broadband agrees to pay their monthly invoice via direct debit. If this direct debit, for whatever reason is removed, the customer will incur an administration charge as set out in [Other Charges](#).

**2.3.** Existing Customers of Pure Telecom who take the Service, the single bill or broadband services agree to pay for all their services through their Pure Telecom telephone bill.

- 2.4. Existing Customers of Pure Telecom who take the Service, the single bill or broadband services agree to pay for all their services through their Pure Telecom telephone bill.
- 2.5. Service customers shall be charged monthly in advance for their monthly Service. If you activate the Service during any calendar month, you will receive an initial bill for the remainder of that calendar month and an additional month in advance on your first billing for such services. For the Single Bill Service the call charges will be billed monthly in arrears.
- 2.6. All out of bundle calls will be subject to a standard set-up fee as set out in [Call Rates](#).
- 2.7. When a Customer transfers to the Single Bill Services, all Ancillary Services will also be transferred to Pure Telecom at the applicable tariff rate for such Ancillary Services as set out in [Other Charges](#).
- 2.8. You will receive a bill from Pure Telecom for calls, line rental and Ancillary Services when the line has been transferred from the Access Provider to Pure. You may continue to receive a bill from your Access Provider prior to or while services are being transferred to Pure Telecom or for any services or calls not covered by the Agreement. In a Pure Telecom Bundle you will not be charged for your broadband until it is activated. All Pure Telecom broadband services require Direct Debit and Online Billing.
- 2.9. Should you disagree with any charges on your monthly invoice, you should contact Pure Telecoms Customer Care support team on 01-2469000, email to [care@puretelecom.ie](mailto:care@puretelecom.ie) or via online chat at [www.puretelecom.ie](http://www.puretelecom.ie). Alternatively you can send an email to [complaints@puretelecom.ie](mailto:complaints@puretelecom.ie) or lodge a complaint in accordance with Pure Telecoms [Code of Practice](#) prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date.
- 2.10. Pure Telecoms absolute preference is to issue bills online in a paperless format. This service is free of charge via [My Pure](#).

### **3. USE OF THE SERVICES – BROADBAND SPECIFIC**

The Customer undertakes not to use the Service, the Single Bill Services or the Equipment (collectively the Service):

- 3.1. For any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Service, nor allow others to use the Service for any of the foregoing purposes; or

- 3.2.** 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
- 3.3.** For the infringement of intellectual property rights or trade secrets of another party; or
- 3.4.** For the processing of automated personal data as defined in the Data Protection Act 2018
- 3.5.** In a manner which in the opinion of Pure Telecoms in its absolute discretion makes abnormal demands on the Service or Pure Telecoms Network or facility from a single connection.
- 3.6.** You shall ensure that all persons having access to the Service comply with the terms and conditions herein stated.
- 3.7.** You are bound to observe the confidentiality of the connection details and are therefore responsible for the security thereof.
- 3.8.** You shall observe the provisions of Pure Telecoms Fair Usage Policy as amended from time to time and can be viewed at [Fair Usage](#).
- 3.9.** You shall ensure that all Equipment provided to you for accessing the Service is maintained and kept in good working order.
- 3.10.** You shall comply and are bound by all conditions of the licence under which the Equipment is provided.
- 3.11.** You shall comply with all reasonable instructions given to you by us in relation to the use of the Services.
- 3.12.** Pure Telecom will you use your personal data and other account information in connection with any investigation carried out by Pure Telecom in accordance with these terms and conditions, by disclosing it to any third party authority that Pure Telecom considers has a legitimate interest in any such investigation or its outcome
- 3.13.** You shall inform Pure Telecom of a change of name, address, email address and/or telephone number.

**3.14.** You shall indemnify and hold Pure Telecom harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Service by anyone.

**4. USE OF THE SERVICES – BROADBAND SPECIFIC**

Your broadband speeds can and will vary depending on the type of broadband available in your area and the broadband product you have chosen. Pure Telecom rely on our wholesale network partners in providing you with information on your maximum available broadband speeds at the point of sale (i.e. over the phone or online) however, we will confirm the specific maximum achievable speed information to you as soon as possible after you have connected/installed the services.

**4.1.** The maximum advertised download speeds for our Broadband products are as follows:

<b>Broadband Product</b>	<b>Maximum Advertised Download Speed</b>	<b>Broadband Product Category</b>
Unlimited 3MB	up to 3Mbps	Other Broadband
Unlimited NGB 8MB	up to 8Mbps	Other Broadband
Unlimited Fibre	up to 100Mbps	FTTC (Fibre to the cabinet)
Instant	up to 150Mbps	FTTH (Fibre to the Home)
Premium	up to 300Mbps	FTTH (Fibre to the Home)
Lightning	up to 1GBps	FTTH (Fibre to the Home)

**4.2.** We do not advertise a minimum download OR a minimum or maximum upload speed.

**4.3.** The maximum available download speed provided at the point of sale and/or confirmed following your installation may not be available at all times. The reasons for this are outlined in more detail further on in this section.

**4.4.** The maximum available download speed is the highest speed that we are realistically able to deliver and it will be specific to your line, i.e. your maximum available download speed will depend on the distance of your home from the cabinet or local exchange. The achievable download speed is the speed you should receive during use of the broadband service.

- 4.5.** 'FTTH - Fibre to the Home' Services (Instant, Premium and Lightning). If you can connect by Fibre to your Home, then the maximum achievable download speed on your line will be confirmed in advance of connection to the Services. Pure Telecom will commit to a maximum achievable and normally available download speed above 90% of the advertised speed. For example, on our Lightning Product (1Gbps) you should normally expect to achieve speeds above 900Mbps.
- 4.6.** 'FTTC - Fibre to the Cabinet' Service (up to a Maximum speed of 100Mbps). The normal download speed achievable for all of our FTTC customers should be above 80% of the maximum available download speed, as measured on your line after it has been connected to the Pure Telecom broadband service (i.e. for a line with 60Mbps maximum available, the normal speed achievable would be 54Mbps or more).
- 4.7.** 'Other Broadband' Services (up to a Maximum speed of 8Mbps). The normal download speed achievable for all of our Other Broadband services customers should be above 70% of the maximum available download speed, as measured on your line after it has been connected to the Pure Telecom broadband service (i.e. for a line with 8Mbps maximum available, the normal speed achievable would be 5.6Mbps or more).
- 4.8.** Please note the line speed is different to the throughput rate you experience on your device. The throughput rate i.e. the speed you experience, can depend on a number of factors such as:
- 4.8.1.** Whether you are using Wi-Fi or direct fed cabling to connect devices in your home.
  - 4.8.2.** The number of devices connected to your Wi-Fi.
  - 4.8.3.** Interference with Wi-Fi signal from thickness of walls, distance from router and other household electrical signals.
  - 4.8.4.** The speed your devices run at.
  - 4.8.5.** The quality of your internal phone line wiring.
  - 4.8.6.** Potentially faulty equipment.
  - 4.8.7.** The capacity of the host provider of the content you are accessing.
- 4.9.** High ping times and jitter in the transmission of data or packet loss can result in your broadband running slowly, not loading web pages or you may experience problems with

services like VOIP and VPNs. If there is packet loss or delay in broadband data transfer, certain applications may suffer from momentary interruptions. For example, the length of time to download a movie or a box-set might increase. The more third-party services you subscribe to and actively use simultaneously will have an impact on your speeds.

- 4.10.** Our Instant, Premium, Lightning Fibre to the Home and Unlimited Fibre broadband services will generally have a maximum available upload speed of between 20 and 100 Mbps and can expect to achieve a normal upload speed of 5% of the maximum available upload speed or a minimum of 1Mbps (whichever is the greater). Our Other Broadband services will have a maximum available upload speed of 512kbps and can expect to achieve a normal upload speed of 25% of the maximum available upload speed or a minimum of 128Kbps (whichever is the greater).
- 4.11.** If you experience any continuous or re-occurring discrepancy with the actual performance of your broadband service, then please contact Pure Telecom by email at [support@puretelecom.ie](mailto:support@puretelecom.ie), by phone on [01-2469000](tel:01-2469000) or visit our website [www.puretelecom.ie/contact-us](http://www.puretelecom.ie/contact-us) for further details and we will endeavour to resolve any issues with your broadband service as soon as possible and in any case within 30 days. Please note we will often rely on information from our wholesale network partners to assist with troubleshooting and diagnosing broadband and line issues.
- 4.12.** In supplying the broadband services, Pure Telecom will use reasonable skill and care but cannot guarantee fault-free performance. Pure Telecom does not warrant that the services will be suitable for specific customer applications, that the operation of the Services will be uninterrupted or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.
- 4.13.** Due to the wide range of causes of faults, many of them outside of Pure Telecom's control, it is not possible for Pure Telecom to fix a particular fault in a guaranteed timeframe. However, Pure Telecom will use all reasonable endeavours to repair faults in a timely fashion. There are no compensation and refund arrangements which apply if targeted service quality levels are not met, the service is provided on a best-effort basis.
- 4.14.** Pure Telecom reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Services as it considers necessary in the interests of safety, quality of the Services, other customers or telecommunications services as a whole. Pure Telecom may also issue details as to minimum system requirements.

- 4.15. Pure Telecom may modify the standard settings and/or features of the broadband services to offer additional services or add value to existing customer's services from time to time.
- 4.16. Any complaints will be managed in accordance with our Code of Practice as set out at [www.puretelecom.ie/code-of-practice](http://www.puretelecom.ie/code-of-practice). If, having gone through our troubleshooting process, it is not possible for Pure Telecom to remedy a situation where you are not experiencing the speeds that we have communicated your line should achieve, then you may select an alternative service, we may offer a discount or you may choose to terminate your service without penalty.

## 5. LIABILITY

- 5.1. We shall use all reasonable endeavours to ensure that the Service is available for use by you in accordance with the standards for the time being relating to the Service as set out in Pure Telecoms service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.
- 5.2. Pure Telecom 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 or premises.
- 5.3. We 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, including without limitation, any other telecommunications company with whom Pure Telecom or any of its Affiliates have entered into arrangements with for the provision of Services, networks, equipment, or rites of passage, have any liability to you, howsoever arising, as a result of the failure, interruption or delay connected with or involving any of the aforementioned.
- 5.4. 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 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
- 5.5. We shall have no liability under this Agreement for the acts and omissions of other telecommunication operators.

5.6. We shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service provided by us unless the breach results from a willful act or omission of Pure Telecom or its employees.

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

## 6. CANCELATION

6.1. Please note that upon commencement of the services and during the 14 day cancellation period, you shall be liable for any charges for the services incurred up to the date of cancellation. Regulations 2013 as amended or any other legislation. To exercise the right to cancel, complete the [cancellation form](#), or contact us via our Customer Care contact number at 01-2469000, or via email to [care@puretelecom.ie](mailto:care@puretelecom.ie) or by post to 3018 Lake Drive, Citywest Business Campus, Dublin 24 within the 14 day period. If you have been provided with equipment from Pure Telecom you will be required to return this equipment in order to avoid a charge as set out in [Other Charges](#). Pure Telecom will provide a returns bag on request. Please also note that upon commencement of the performance of the service during the cancellation period, you shall be liable for an amount which is in proportion to what has been provided up to the point you cancelled your order in comparison with your full contract, together with any chargeable usage.

6.2. Unless within the minimum term of the agreement, the Customer may cancel this Agreement at any time without penalty. If the Customer wishes to leave Pure Telecom, the Customer must contact the new Access Provider to have applicable services (e.g. all calls, line rental and broadband) transferred to the new Access Provider. The Customer will be liable for all charges with Pure Telecom until the new provider has completed this transfer request.

6.3. If the Customer does not wish to move to another provider and wishes to cancel the line (phone number permanently deleted/terminated), the Customer is required to provide this request in writing to Pure Telecom either via post to 3018 Lake Drive, Citywest Business Campus, Dublin 24 or via email to [care@puretelecom.ie](mailto:care@puretelecom.ie).

## 7. TERMS AND TERMINATION

7.1. In the event that the customer no longer wishes Pure Telecom to deliver the voice service, Pure Telecom may, at their sole discretion, charge a surcharge for the remaining broadband service as set out in [Other Charges](#).



- 7.2.** Any Customer of the Service who seeks to terminate within the Minimum Period Agreement shall be liable to pay for any outstanding or incurred charges as set out in [Other Charges](#).
- 7.3.** Pure Telecom will apply a clawback for any discounts already given should the agreement be breached/broken within the Minimum Period Agreement. If Pure Telecom terminates the Service for any reason within the Minimum Period Agreement, the Customer shall also be obligated to pay charges as set out in [Other Charges](#).
- 7.4.** Without prejudice to its rights under this Agreement, Pure Telecom 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. In such case Customer will still be liable for all charges incurred through the date of actual termination of Service. If the Customer breaches the terms of clause 3.1, Pure Telecom may terminate Service immediately without advance notice.
- 7.5.** We shall have the right forthwith to terminate the Agreement for due reason, including, but not limited to if:
- 7.5.1.** The Customer is in breach of Clauses 3 and 4 above; or
  - 7.5.2.** The Customer is in breach of any term of the Agreement or any information supplied by the Customer to Pure Telecom is false or misleading; or
  - 7.5.3.** We are obliged to comply with an order, instruction or request of Government, the Director of ComReg, an emergency service organisation or other competent authority; or
  - 7.5.4.** 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 Service.
  - 7.5.5.** If for technical reasons it is not possible to provide the Service.
  - 7.5.6.** Pure Telecom shall have the right forthwith to suspend the Service or terminate the Agreement if a Customer fails to pay for the Service in accordance with these terms.

7.6. If a customer cancels a broadband service with Pure Telecom at any stage either within the Minimum Period Agreement, the customer must return any and all modem/devices supplied by Pure Telecom to Pure Telecom's registered offices within 10 working days of the cancellation completing. Pure Telecom will provide a returns bag on request. Failure to return the modem/router will incur a fee as set out in [Other Charges](#).

7.7. If you are moving house, we will endeavour, but shall be under no obligation, to provide you with a service at your new address. It may not always be possible to provide the exact same service if the new line is serviced from a different network exchange/area. You may also not be able to retain the same phone number (if the new service is served from a different exchange). You will be liable to pay the applicable charges as set out in [Other Charges](#) for the services provided to your old address if we are unable to provide service at the new address. If service can be provided at the new address, a new contract will begin and any termination fees from the old address and contract will be waived by Pure Telecom.

## **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, war, terrorist act, 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.

## **9. ASSIGNMENT**

9.1. Pure Telecom may assign this Agreement to any party without consent of Customer.

9.2. Customer shall not assign this Agreement in whole or in part without prior written consent of Pure Telecom.

## **10. NO WAIVER**

10.1. 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.

**10.2.** Any deficiency in the Customer’s authority to avail of the Service or to use the Equipment shall not preclude reliance by Pure Telecom on any of its rights under this Agreement.

## **11. NOTICES**

**11.1.** Pure Telecom shall send all notices either to the Customer’s billing or email address as provided on registration or place same on the Pure Telecom web page.

**11.2.** Pure Telecoms 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 Pure Telecom for the purpose.

**11.3.** All written correspondence from Pure Telecom shall be deemed served 48 hours after posting or on earlier proof of delivery.

## **12. DATA PROTECTION AND CREDIT CHECKING**

**12.1.** In accordance with the provisions of the Data Protection Acts 1988, 2003 and 2018 (the “Acts”), any information (such as contact and direct debit details) obtained by Pure Telecom or through the use of the Service the Single Bill Service or the Equipment and (subject to the right of the Customer to request otherwise), may be used by Pure Telecom to identify other products and services, which may be offered to the Customer by Pure Telecom or selected third parties.

**12.2.** In accordance with the Acts and the Carrier Pre-Selection Code of Practice, any information obtained by Pure Telecom through an application for or the use of the Service may be accessed and used by Pure and its Affiliates for the purposes of accurate billing, efficient operation and the provision and administration of the Services. By agreeing to this contract, the Customer shall be deemed to have given consent for the use of his/her information for such purposes. The use of such information for purposes other than administration and operation shall be subject to the Customer’s consent

**12.3.** Any information so obtained from the Customer may be transferred and disclosed by Pure Telecom to parties (including internationally) for the provision and administration of the Service, the Single Bill Service, the Equipment or to any third party who assumes the rights of Pure Telecom under this Agreement. The Customer’s information may also be disclosed to credit reference or, credit collection agencies in connection with Service.

**12.4.** To request access to your details, please send a letter or email [dataprotection@puretelecom.ie](mailto:dataprotection@puretelecom.ie) to Pure Telecom for the attention of the Data Protection Officer. Please give any details that will help the Data Protection Office to identify you and find your data for example a customer account number, phone number or the name and address on the account. Please be clear about which details you are looking for if you only want certain information. This will help us respond more efficiently but no later than 30 days.

### **13. MISCELLANEOUS**

**13.1.** 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.

**13.2.** 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 located in Dublin, Ireland.

**13.3.** Any dispute that arises between the Customer and Pure Telecom shall be resolved according to the dispute resolution procedures set forth in [Code of Practice](#) applicable to its telecommunications customers. The dispute resolution sections of that agreement are incorporated by reference into this Agreement. You may obtain a copy of those dispute resolution provisions by contacting the Pure Telecom customer care team on [01-2469000](tel:01-2469000), email to [care@puretelecom.ie](mailto:care@puretelecom.ie) or via webchat at [www.puretelecom.ie](http://www.puretelecom.ie).