



# Standard Terms and Conditions

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# 1. General

1.1 The name of the company providing the service is IFA Telecom Limited, which may also operate under the trading name IFA Member Services. This designation reflects our commitment to delivering specialised service offerings tailored for members of the Irish farming community and other clients.

1.2 IFA Telecom is headquartered at the Irish Farm Centre, situated in Bluebell, Dublin 12, D12 XY, Ireland.

1.3 IFA Telecom is dedicated to offering reliable and cost-effective telecommunications and broadband solutions. Our objective is to enhance connectivity for our customers while ensuring compliance with relevant regulatory standards, including the Consumer Protection Act and the General Data Protection Regulation (GDPR), and maintaining high-quality customer service.

1.4 When you, the customer, enter into an agreement with IFA Telecom Limited for the provision of services, this agreement is subject to these Terms and Conditions, your Welcome Letter, our Fair Usage Policy, our Privacy Policy, the Rate Sheet, any specific agreements or promotions made with you, and IFA Telecom's Code of Practice. These documents are available on our website at [www.ifamemberservices.ie](http://www.ifamemberservices.ie). Additional documentation relating to your contract will be sent to you via post or email.

1.5 IFA Telecom reserves the right to modify, terminate, or withdraw this Agreement. Customers will be notified of changes via email, post, or SMS. It is the customer's responsibility to ensure that their contact information is current.

1.6 IFA Telecom will send all required notices to the customer using the contact information provided during registration. This contact information may include phone, SMS, email, and postal address. The customer is responsible for informing us of any changes to their contact information. Any notices sent by post, email, or SMS will be deemed received.

1.7 IFA Telecom is an independent Irish company that relies on a legacy 'Access Provider' for some of its services and infrastructure. This collaboration enables IFA Telecom to provide a broad range of services while maintaining its commitment to quality and customer satisfaction.

1.8 This Agreement applies to the provision of the service for a home phone line and/or home broadband service. The customer affirms that they are entering into this Agreement for personal use of the service and are not acting on behalf of a business, trade, or profession.

1.9 Provision of the service by IFA Telecom will be conditional on receipt of a completed customer Authorisation Form or the required Authorisation being captured via Third Party Verification (TPV). Subsequent use of the service by the customer indicates acceptance of these Terms and Conditions, along with the Rate Sheet, Privacy Policy, Welcome Letter, and Fair Usage Policy.

1.10 IFA Telecom operates in compliance with all applicable laws and regulations governing telecommunications services in Ireland, ensuring that customer rights and data protection are upheld.

1.11 The customer is responsible for ensuring they have all necessary equipment and a suitable environment to receive the services provided by IFA Telecom.

1.12 For any inquiries or support, customers can reach IFA Telecom customer service at 0818 924 851 or via email at [info@ifatelecom.ie](mailto:info@ifatelecom.ie).

1.13 The availability of services is subject to geographical constraints, such as rural areas that may experience slower broadband speeds, as well as other factors that may affect service delivery.

1.14 IFA Telecom is committed to customer satisfaction and encourages feedback on services to continually improve our offerings.

1.15 **Accessibility Statement:** IFA Telecom is dedicated to ensuring our services are accessible to all customers. We conduct regular assessments to ensure compliance with accessibility standards and provide support for customers with specific needs. If you have any accessibility requirements, please contact us and our team will work to accommodate your request.

1.16 IFA Telecom reserves the right to modify or amend these Terms and Conditions at any time. Customers will be notified of significant changes via the contact information provided during registration. It is the customer's

responsibility to review these Terms and Conditions regularly, as continued use of the services after any changes constitutes acceptance of the revised Terms and Conditions. The most current version will always be available on our website at [www.ifamemberservices.ie](http://www.ifamemberservices.ie).

1.17 Upon termination of this Agreement by either party, any other agreements related to the provision of the same line, or services will likewise be terminated. All accrued charges will immediately become payable, and IFA Telecom will process any refunds for pre-paid and unused services.

1.18 Modifications to contractual terms will be made in accordance with Regulation 89 of the 2022 Act and ComReg Decision Notice D13/12. Changes to contractual conditions will primarily follow the guidelines set forth in this Section while allowing for the option to publish notices in various locations at IFA Telecom's discretion.

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## 2. Activation and Duration

2.1 Your agreement with IFA Telecom commences on the activation date of your service unless mutually agreed. Upon the conclusion of your Minimum Term, this Agreement will transition to a month-to-month basis under the same standard Terms and Conditions, remaining in effect until you choose to enter a new contract or decide to terminate your services. Your service activation date and minimum contract term can be found in the contract summary table of your IFA Telecom Welcome Letter.

2.2 The Agreement will commence, and the customer will be deemed to have accepted and agreed to comply with the Terms and Conditions of this Agreement on the order date or on the expiry of the cooling-off period, whichever is earlier.

2.3 The customer warrants that all information and details provided to IFA Telecom in their customer application are accurate and will notify IFA Telecom immediately of any changes.

2.4 The service will commence and continue until cancelled, suspended, or terminated in accordance with relevant clauses, subject to any applicable minimum term.

2.5 The customer's contract will usually be for a minimum term from the commencement date or as specified in the Welcome Letter and Rate Sheet. If cancelled before the minimum term, termination fees will apply.

2.6 IFA Telecom will make reasonable efforts to install the service by the agreed date. However, all dates are estimates, and IFA Telecom cannot guarantee that it will meet such dates.

2.7 The customer is responsible for ensuring access to their premises for installation and for providing any necessary permissions or information required to facilitate the activation of the service.

2.8 If activation is delayed due to circumstances beyond IFA Telecom's control, the customer will be notified promptly, and the activation date will be rescheduled accordingly.

2.9 If the customer does not terminate the service after the Minimum Term, the service will continue a month-to-month basis at the prevailing rates, as outlined in the Rate Sheet.

2.10 Availability of services is subject to geographical and technical constraints, which may affect the customer's access to certain services.

2.11 Upon activation of the service, IFA Telecom will provide the customer with all relevant documentation pertaining to their account, including the Rate Sheet, Terms and Conditions, and any service-specific details.

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## 3. Customer Services

3.1 For assistance and inquiries, the IFA Telecom Customer Care number is 0818 924 851. Our dedicated customer service representatives are available to assist you with any questions or concerns regarding your account, services, or technical issues. Our Customer Care team operates Monday to Friday from 9 AM to 5 PM and on Saturdays from 10 AM to 2 PM. We are committed to providing high-quality support to ensure your experience with IFA Telecom meets your expectations.

3.2 The IFA Telecom Customer Care Policy is outlined in the IFA Telecom Code of Practice, which is available for review at [www.ifamemberservices.ie](http://www.ifamemberservices.ie). This document details our commitment to customer service excellence, including our principles for fair treatment, responsiveness, and the resolution of complaints. We encourage all customers to familiarise themselves with this policy to better understand the support and services available.

3.3 To make any changes to your service, including the addition of a telephone line, upgrades, or modifications to Call Management Services, please contact IFA Telecom directly. Our customer service team is trained to assist you with any service alterations efficiently, ensuring that your needs are met promptly and effectively.

3.4 If you have any complaints regarding the service, we encourage you to follow the procedural steps outlined in our Code of Practice. This process is designed to manage your concerns with care and urgency, ensuring that your voice is heard and that we strive to resolve any issues you may encounter. We value your feedback and are dedicated to continuous improvement based on customer experiences.

3.5 You can also reach us via email at [info@ifatelecom.ie](mailto:info@ifatelecom.ie) for any inquiries or support needed. Our email correspondence is monitored during office hours, and we aim to respond to all inquiries within 24 to 48 hours.

3.7 If your issue is not resolved to your satisfaction after following the outlined procedures, you may escalate your complaint by contacting our Customer Service Management Team through the same contact methods. We aim to ensure that all matters are addressed promptly and thoroughly.

3.8 IFA Telecom is committed to providing accessible services for all customers. If you require assistance in a specific format or have any accessibility needs, please let us know, and our team will work to accommodate your request.

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## 4. Telephone Services

4.1 IFA Telecom will provide the tariff package specified by the customer in their application, subject to the conditions outlined in this section.

4.2 IFA Telecom provides various tariff packages designed to meet the diverse needs of our customers.

4.3 IFA Telecom Free Calls allow residential members to make free calls to other IFA Telecom residential members.

4.4 Some packages may allow residential members to make free local and national calls at any time. Please note that these packages may not include non-geographic, mobile, or international numbers or the use of any internet subscription. Customers are encouraged to examine the Terms and limitations of their package as detailed in the Rate Sheet, available at [www.ifamemberservices.ie](http://www.ifamemberservices.ie). For any queries, our Customer Service Team can be reached at 0818 924 851.

4.5 Free calls provided in packages such as Rural Unity & Rural Off-Peak are conditional upon disconnecting before the 60th consecutive minute. Calls lasting longer than this will incur charges at normal rates from the 60th minute onward. To continue enjoying the free service, customers should hang up before 60 minutes is reached and call again.

4.6 Off-peak packages, including IFA Telecom's Unlimited Evening and Weekend Calls, apply to local and national evening calls made between 6 PM and 8 AM, as well as weekend calls from 6 PM on Friday to 8 AM on Monday.

4.7 IFA Telecom reserves the right to modify or cancel any of its packages or rates at any time. Customers will be notified of such changes, and if they do not terminate the service within 30 days of notification, they will be automatically transferred to and deemed to have accepted the Terms of the relevant modified or replacement package.

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## 5. Broadband Services

5.1 **Supply and Installation Timeline:** IFA Telecom Agents will provide an estimated timeline for the supply and installation of your broadband service. We will make every reasonable effort to adhere to this timeline; however, unforeseen delays may occur. Our Customer Service Team will provide updates in the event of any delay.

**5.3 Service Availability and Prequalification:** Service availability is not guaranteed, as restrictions may apply based on geographical location or signal barriers. A prequalification process will be conducted prior to confirming your broadband offer.

**5.4 Broadband Speed Information:** Your broadband speeds may fluctuate based on the types of service options available in your location and the specific broadband package selected. IFA Telecom relies on our wholesale network partners to provide details about the maximum broadband speeds available at the time of purchase, either by phone or online. The advertised speed associated with your broadband package indicates the maximum speeds available under your plan. The maximum achievable download speed is the highest speed we can realistically deliver, dependent on the distance of your home from the cabinet or local exchange. We will provide you with the maximum achievable speed information as soon as possible following the connection or installation of your services. The achievable download speed reflects the actual speed you should expect to receive while using the broadband service.

#### 5.5 Specific Broadband Services:

- **FTTH Services:** Our Fibre to the Home Broadband Services offer maximum and normal available download speeds exceeding 90% of the advertised speed, with a minimum of 10%. E.g., with the 500 Mbps product, the maximum normal available download speed exceeds 450 Mbps, with a minimum download speed of 50 Mbps.
- **FTTC Services:** Our Fibre to the Cabinet Broadband Services provide maximum typical download speeds exceeding 80% of the advertised speed. E.g., with the 100 Mbps product, the maximum typical download speed is above 80 Mbps, while the minimum is 10 Mbps.
- **Other Broadband Services:** Our other broadband services commit to delivering maximum speeds exceeding 70% of the advertised speed, with a minimum of 10%. E.g., with the 8 Mbps product, the maximum typical download speed is above 5.6 Mbps.

To ensure a high-quality service for all customers, IFA Telecom implements traffic management practices during peak usage times, which may involve prioritising certain types of traffic and potentially result in reduced speeds for other services. We are committed to ensuring your privacy and protecting your personal data during these processes.

**5.6 Factors Affecting Speed:** Please note that while we strive to provide optimal speeds, the actual speeds may be impacted by factors such as the distance to the exchange, equipment condition, network congestion, number of active devices, internal wiring issues, and physical barriers to wireless signals. Line speed is distinct from the throughput rate experienced on your device. Factors affecting throughput include:

- The type of connection (Wi-Fi vs. direct cabling)
- The number of devices connected to your network.
- Interference from walls and other electronic signals
- The capabilities of your devices
- The quality of internal wiring
- Faulty equipment
- The capacity of the host provider for the content being accessed IFA Telecom will not be liable for any loss or damage arising from diminished or unavailable broadband service.

**5.7 Troubleshooting and Contact:** If you experience issues with your broadband service, please contact IFA Telecom at [support@ifatelecom.ie](mailto:support@ifatelecom.ie) or by phone at 0818 924 851. We aim to resolve issues within 5 working days or will communicate a specific resolution timeline if it exceeds this timeframe. If you observe consistent discrepancies between actual broadband performance and the indicated performance, contact our Customer Service team. In the event of multiple unresolved technical issues, verified by a monitoring mechanism certified by COMREG or to IFA Telecom's satisfaction, you are entitled to terminate your contract without penalty. This is in accordance with IFA Telecom's Code of Practice, which you can view by visiting our website.

**5.8 Troubleshooting with Wholesale Partners:** IFA Telecom may require information from our wholesale network partners to troubleshoot broadband and line issues. If we cannot restore your service to the communicated speeds after following the resolution process, you have the option to consider an alternative service, we may offer a discount, or you may choose to terminate your service without penalty.

**5.9 Impact of Latency and Jitter:** High latency and jitter in data transmission, as well as packet loss, may adversely affect your broadband performance. This could manifest as slow-loading web pages and difficulties with services like VOIP and VPNs. Applications reliant on data transfer may experience momentary interruptions, affecting estimated

download times for streaming content. The impact on speeds can be more pronounced with an increase in the number of simultaneously active third-party services.

**5.10 Service Guarantee and Modifications:** In delivering broadband services, IFA Telecom will exercise reasonable skill and care; however, we cannot guarantee fault-free performance. IFA Telecom does not warrant that the services will be suitable for specific customer applications or that the operation of the services will be uninterrupted or error-free. From time to time, IFA Telecom may modify the standard settings and/or features of the broadband services to introduce additional offerings or enhance the value of existing customer services.

**5.11 Fault Resolution Efforts:** Due to the variety of potential causes for faults, many of which may be beyond IFA Telecom’s control, we cannot guarantee a specific time for fault resolution. However, we will make every reasonable effort to address faults in a timely manner. Please note that compensation or refund arrangements are not available if the targeted service quality levels are not met, as the service is provided on a best-effort basis.

**5.12 Right to Issue Instructions:** IFA Telecom reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue reasonable instructions regarding the use of the services as deemed necessary for the safety and quality of the services and the well-being of other customers. Additionally, we may provide details regarding minimum system requirements.

**Advertised and Achievable Speeds Table:**

Advertised Speed	Broadband Product	Download Speeds			Upload Speeds		
		Maximum	Normal	Minimum	Maximum	Normal	Minimum
1,000Mbps	FTTH	1,000Mbps	900Mbps	100Mbps	100Mbps	90Mbps	10Mbps
500Mbps	FTTH	500Mbps	450Mbps	50Mbps	50Mbps	45Mbps	5Mbps
150Mbps	FTTH	150Mbps	135Mbps	15Mbps	15Mbps	13.5Mbps	1.5Mbps
100Mbps	FTTC	100Mbps	80Mbps	10Mbps	10Mbps	8Mbps	1Mbps
8Mbps	Other	8Mbps	5.6Mbps	800kbps	800kbps	560kbps	80kbps
3Mbps	Other	3Mbps	2.1Mbps	300kbps	300kbps	210kbps	30kbps
1Mbps	Other	1Mbps	700Kbps	100kbps	100kbps	70Kbps	10kbps

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## 6. VOIP Services

6.1 Customers should always have an alternative means to contact emergency services, such as a mobile phone, available for emergencies. **Important:** Emergency services may not be able to identify the caller’s location when using the VoIP service.

6.2 Some telephone numbers may be inaccessible over the VoIP service, or the service may face interruptions or delays due to data packet loss. Services traditionally using the standard fixed-line telephone network, such as alarm monitoring, may not function over VoIP. Customers are advised to verify compatibility before using the service. IFA Telecom will not be liable for any claims, losses, or damages arising from limitations or interruptions to the service.

6.3 All users of the VoIP service in the home should be made aware of the potential limitations of the service.

6.4 Similar to standard broadband usage, VoIP involves sending electronic data over public infrastructure and is thus potentially susceptible to hacking or interference. While IFA Telecom provides security measures, we cannot guarantee the security of data transmitted over the network.

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## 7. Billing and Payments

7.1 The customer will receive a single bill from IFA Telecom for all charges incurred regarding this service. The customer will continue to be billed separately by their Access Provider for any Single Billing Product Exclusions. Charges will be paid as follows: line rental and equipment rental charges on a monthly or bi-monthly basis, depending on billing frequency.

7.2 IFA Telecom's tariffs for the service are stated in the Rate Sheet that forms part of this Agreement. The customer will receive their bill in either physical or electronic form.

7.3 All sums due to IFA Telecom must be paid in full by the due date specified in the invoice, typically 14 days from the date of issue. Bills can be paid by Direct Debit, credit or debit card, Post Office, or cheque. Some packages may require the customer to sign and maintain a Direct Debit. Failure to maintain a Direct Debit facility may result in additional charges.

7.4 If the customer disagrees with any charges shown on their bill, they should lodge a complaint in accordance with IFA Telecom's Code of Practice before the due date for payment. Notwithstanding any complaint, all invoiced amounts must be paid by the due date, pending the outcome of the complaint procedure. If it is established after the complaints procedure that any charge is incorrect, IFA Telecom will credit the overpayment to the customer's account.

7.5 Except in cases of manifest error by IFA Telecom, all charges will be calculated based on data recorded or logged by IFA Telecom, and its determination is final.

7.6 As some usage may take longer to rate, the customer may be billed at any time for charges incurred in a prior billing period.

7.7 A customer's eligibility under the DSFA Scheme should be indicated when applying for the service. If it is determined that the customer is not or has not been eligible for the DSFA Scheme, the customer acknowledges and agrees that any improperly awarded DSFA Scheme credits may be recouped in a subsequent invoice to the customer, whether during or after the term of this Agreement.

7.8 In the event of overdue payment, IFA Telecom reserves the right to charge an overdue payment fee or interest on overdue amounts, which may be assessed at a rate of up to 1.5% per month on the total overdue amount.

7.9 Should a refund be applicable for overpayments or service cancellations; IFA Telecom will process the refund within 14 days upon agreement on the refund amount.

7.10 Customers can easily set up Direct Debit or make online payments by visiting our website or contacting customer support for assistance.

7.11 Customers will be notified via their preferred method (phone, email, or post) at least 30 days in advance of any changes to their billing rates or structures.

7.12 Failure to make payments within 30 days of the due date may result in disconnection of services until outstanding payments are settled.

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## 8. Cancellation/Transfer of Services

8.1 You have the right to cancel your agreement without penalty within 14 days of your activation date by using the IFA Telecom 14-Day Cooling-Off Period Form. This right to cancel allows you the opportunity to review the Terms and Conditions of your agreement thoroughly, as well as any other relevant documentation, without obligation. During this cooling-off period, you can determine whether the services meet your expectations, and if not, you can easily initiate the cancellation process by completing the form. The IFA Telecom 14-Day Cancellation form can be downloaded via our website, [www.ifamemberservices.ie](http://www.ifamemberservices.ie).

8.2 Should you choose to cancel your agreement within the cooling-off period, you will be required to return any equipment provided to facilitate your order with IFA Telecom. Failure to return any hardware will result in the customer being charged for the cost of such equipment.

8.3 If you choose to cancel your agreement after the 14-day cooling-off period and before the end of your minimum term, termination fees will apply. Termination fees equal the remaining months multiplied by the monthly base rate for the service. For example, if there are 3 months remaining on the contract at a monthly rate of €30, the fee would be €90.

8.4 If you cancel your service within the cooling-off period, you will only be liable for usage charges incurred up to the disconnection date (no later than 72 hours after the cancellation notice) or up to the effective date of transfer to another operator, along with any costs incurred in returning the equipment. IFA Telecom will refund any remaining pre-paid charges for the service.

8.5 Unless the customer exercises their cancellation rights, monthly charges due in advance will not be refunded upon termination of this Agreement for any reason. Customers may transfer their service by procuring the necessary transfer to the Access Provider or another provider. If terminating before the end of the applicable minimum period, the customer will be liable for the Termination Charge, which is the remaining balance of the unexpired contract.

8.6 After the minimum period, or if no minimum period exists, either party may terminate the service by providing written notice. The customer must contact the Access Provider or another operator to transfer their line, and termination will only take effect once that transfer has been completed. Charges will continue to apply pending the completion of such transfer.

8.7 IFA Telecom is entitled to terminate this Agreement and cease providing the service immediately, giving retrospective notice, if: (i) the customer is in material breach (including non-payment); (ii) the customer fails to remedy any breach within 30 days of receiving notice from IFA Telecom; (iii) the customer uses the equipment in a manner not permitted by this Agreement; (iv) false or misleading information is provided by the customer; (v) IFA Telecom is compelled to comply with any governmental instructions or authority; (vi) the customer is suspected of fraudulent or unlawful activity; or (vii) the customer dies, becomes mentally ill, goes bankrupt, or becomes unable to pay debts.

8.8 IFA Telecom may also terminate this Agreement immediately if an event of Force Majeure continues for 30 days or longer. Termination may occur either by disconnecting the customer or transferring them back to the Access Provider. Termination or suspension does not affect the accrued rights and obligations of both parties. Upon termination, all charges accrued become immediately due and payable, and the customer is required to continue paying any outstanding charges.

8.9 Upon termination of this Agreement or the cancellation of services, the customer is required to return any equipment provided by IFA Telecom. Failure to return such equipment may result in the customer being charged for the cost of the equipment, as per the Rate Sheet.

8.10 Cancellation or termination of this Agreement results in the automatic termination of any other agreements between the customer and IFA Telecom relating to the same line.

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## 9. Suspension of Services

9.1 IFA Telecom reserves the right to temporarily bar, suspend, restrict, and/or disconnect the service for non-payment or any breach of this Agreement. Reasonable efforts will be made to contact the customer prior to such suspension, but notice is not required. Upon suspension, IFA Telecom will notify the customer as soon as reasonably practicable about the suspension and the reasons behind it.

9.2 IFA Telecom is entitled to maintain suspension until any breach is remedied satisfactorily. If the service remains suspended for an extended period (e.g., 30 days), IFA Telecom reserves the right to review and potentially terminate the service.

9.3 If suspended, the customer will only be able to make emergency calls to services such as 999 or 112.

9.4 The customer is liable for all charges during any suspension period. The customer retains the right to dispute any charges during the suspension period in accordance with the complaint procedure outlined in IFA Telecom's Code of Practice.

9.5 IFA Telecom may charge a reconnection fee when restoring service after a temporary suspension. This fee is disclosed in the Rate Sheet. To restore service, the customer must remit any outstanding payments along with any applicable reconnection fees. Upon resolution of the outstanding issues, service will be reinstated promptly.

9.6 IFA Telecom may temporarily suspend the service without liability for network alterations, improvements, or maintenance. IFA Telecom will not be liable for any losses or damages incurred by the customer resulting from the suspension of service under this policy.

9.7 During the suspension of services, charges will continue to accrue, and the customer remains liable for these charges. IFA Telecom will endeavor to restore services promptly upon resolution of any issues or breaches causing the suspension.

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## 10. Use of Service

10.1 The customer may use the service for consumer, domestic, and/or personal purposes.

10.2 The customer agrees not to use or permit others to use the service or the equipment: (i) for business purposes to sell or supply the service on a commercial basis; (ii) for any improper, immoral, or unlawful purpose; (iii) in any manner that may degrade service levels to other customers or jeopardise the Network; (iv) to send unsolicited commercial communications or promotional materials; (v) for the communication, transmission, or dissemination of any material that is defamatory, offensive, abusive, obscene, or otherwise unlawful; (vi) for processing personal data as defined in Data Protection Legislation, particularly contraventions of this Agreement; or (vii) in any manner that does not comply with applicable laws, regulations, or directives.

10.3 The customer agrees to use the service in compliance with the provisions of the Telecommunications Scheme and applicable laws. The customer must ensure that all individuals who have access to the service or equipment comply with these Terms and Conditions.

10.4 The customer is responsible for maintaining all equipment in good working order.

10.5 The customer will comply with all reasonable instructions given by IFA Telecom regarding the use of the service.

10.6 The customer will indemnify and hold IFA Telecom harmless against all liabilities, claims, damages, losses, expenses, and proceedings arising from or related to the use of the service and/or the equipment and/or any breach of these Terms and Conditions.

10.7 The customer is responsible for maintaining the confidentiality of their account credentials and should not share them with unauthorised individuals.

10.8 The customer agrees not to engage in any activity that infringes on the intellectual property rights of others or violates the privacy rights of individuals.

10.9 IFA Telecom reserves the right to monitor service usage to ensure compliance with these Terms and Conditions and to protect the integrity of the network.

10.10 Any breach of these Terms and Conditions may result in the suspension or termination of the service, in addition to any applicable legal ramifications.

10.11 The customer agrees to comply with all applicable telecommunications regulations and data protection laws relevant to their use of the service.

10.12 Customers should be aware of potential risks associated with the use of telecommunications services, including data security and privacy concerns, and respond appropriately to safeguard their information.

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## 11. Liability

11.1 IFA Telecom will use reasonable endeavours to ensure the service is available according to established standards in its service literature but will not be held liable for any delays, failures, interruptions, or deteriorations.

11.2 IFA Telecom will make reasonable efforts to prevent unauthorised access by third parties; however, it will not be liable for any loss or damage resulting from such access.

11.3 Except as expressly stated in this Agreement, IFA Telecom refuses all representations, warranties, or conditions of any kind, whether implied or expressed, regarding the quality of service as permitted by law.

11.4 Under no circumstances will IFA Telecom be liable for any loss or damage arising from: (i) incompatibility of the service with equipment not supplied by IFA Telecom; (ii) acts and omissions of other telecommunications operators; or (iii) breaches in security or privacy of messages transmitted unless due to the wilful default of IFA Telecom.

11.5 IFA Telecom will not be liable to the customer or any third party for indirect, economic, special, or consequential losses, including loss of profits or data due to the use of the service or equipment.

11.6 Under no circumstances will IFA Telecom be liable for any loss or damage arising from: (i) incompatibility of the service with equipment not supplied by IFA Telecom; (ii) acts and omissions of other telecommunications operators; or (iii) breaches in security or privacy of messages transmitted, unless such circumstances arise due to the wilful default of IFA Telecom. This limitation does not exclude liability for death, personal injury, or fraud.

11.7 This clause remains effective even after the termination of the Agreement.

11.8 Nothing in this Agreement will limit or exclude IFA Telecom's liability for personal injury or death.

11.9 The customer agrees to indemnify and hold IFA Telecom harmless against all claims, losses, damages, costs, and expenses (including legal fees) arising from the customer's breach of this Agreement or unlawful use of the service.

11.10 Any claims against IFA Telecom arising from this Agreement must be submitted within six months from the date of the incident giving rise to the claim.

11.11 The limitations of liability set out in this Agreement will apply to the fullest extent permitted by applicable law.

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## 12. Assignment

12.1 IFA Telecom may assign this Agreement without requiring consent, ensuring that any assignee is bound by the same obligations and conditions outlined in this Agreement. This provides continuity of service and guarantees that the rights and responsibilities established herein are maintained.

12.2 The customer may not assign this Agreement, in whole or in part, to any other party without obtaining prior written consent from IFA Telecom. This ensures that the contractual relationship is maintained only with the original parties involved, protecting the integrity of service delivery and contractual obligations.

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## 13. Waiver

13.1 A failure by either party to exercise any right under this Agreement will not be considered a waiver of that right and does not prevent the enforcement of that or any other right in the future. The non-enforcement of any provision will not constitute a waiver of such provision or any other provisions of this Agreement.

13.2 Any deficiency in the customer's authority to avail themselves of the service or use the equipment will not preclude IFA Telecom from asserting its rights under this Agreement. This means that if a customer does not have the proper authority, IFA Telecom retains the right to take appropriate actions, as necessary.

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## 14. Notice

14.1 IFA Telecom will send all required notices to the customer using the contact information provided during registration, including phone, SMS, email, and postal address. The customer is responsible for notifying IFA Telecom of any changes to this contact information to ensure timely communication.

14.2 Any notices sent by post, email, or SMS will be deemed received by the customer at the time of delivery. For notices sent by post, this will be deemed received two working days after being sent, while electronic communications will be considered received upon sending.

14.3 Notices sent via post will be considered received two business days after dispatch. Email and SMS notices will be deemed received upon sending. It is imperative that the customer keeps their contact information updated to ensure all communications are properly received.

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## 15. Use of Information

15.1 IFA Telecom will process personal data in compliance with Data Protection Legislation, ensuring that all customer information is managed securely and responsibly.

15.2 Information collected through a service application may be accessed and used by IFA Telecom and its authorized service providers for purposes such as credit references, accurate billing, and efficient service operation, in compliance with data protection laws. Any use beyond this requires explicit customer consent.

15.3 IFA Telecom may use customer contact details to inform them about promotions, products, or services that may be of interest. Customers can opt-out from receiving such communications at any time by indicating their preference within their application or by contacting IFA Telecom.

15.4 IFA Telecom will take all reasonable measures to protect customer data and privacy in accordance with applicable regulations and industry best practices, ensuring that personal information is not shared without consent, except as required by law.

15.5 IFA Telecom is committed to protecting your personal data and processing it in compliance with the applicable data protection laws, including the General Data Protection Regulation (GDPR). Personal data collected from customers will be used for the purposes of providing services, managing accounts, and communicating with customers. We will seek explicit consent from customers for processing any personal data beyond what is necessary for service delivery.

15.6 You have the right to access their personal data, request corrections, or object to the processing of their data in certain circumstances. For more information on how we collect, use, and protect your personal data, please refer to our Privacy Policy available at [www.ifamemberservices.ie](http://www.ifamemberservices.ie).

15.7 IFA Telecom will retain personal data only for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements. Specifically, personal data will be retained for the duration of the customer's service agreement and for an additional period of 7 years upon termination of the service, to comply with tax and accounting regulations.

15.8 IFA Telecom takes the protection of your personal data seriously and implements a variety of technical and organizational measures to ensure the security and confidentiality of personal data. These measures include encryption of data in transit and at rest, secure access controls, regular security assessments, and employee training on data protection practices. While we strive to protect your personal data, please note that no method of transmission over the internet or electronic storage is entirely secure.

15.9 All intellectual property rights, including but not limited to trademarks, copyrights, and patents, in the services provided by IFA Telecom, and all associated documents and materials, are owned by IFA Telecom or its licensors. Customers are not permitted to reproduce, distribute, or create derivative works based on this material without obtaining prior written consent from IFA Telecom.

15.10 In the event of a data breach affecting your personal information, IFA Telecom will notify affected customers without undue delay, in accordance with applicable data protection laws, outlining the nature of the breach, consequences, and any remedial actions taken.

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## 16. Force Majeure

16.1 IFA Telecom will not be liable for any failure to perform its obligations under this Agreement due to events beyond its reasonable control, known as Force Majeure Events. In the event of a Force Majeure Event, IFA Telecom will promptly notify the customer and make reasonable efforts to resume service as quickly as possible.

16.2 In the event of a Force Majeure Event, IFA Telecom will promptly notify the customer of the situation and the expected duration of the inability to perform its obligations. The company will make reasonable efforts to resume service as quickly as possible.

16.3 If a Force Majeure Event continues for more than 30 days, either party will have the right to terminate this Agreement with written notice. In such instances, the customer will only be liable for charges incurred up to the termination date. Any prepaid charges for future services will be fully refunded within 14 days of termination.

16.4 During any period of suspension of service due to a Force Majeure Event, the customer will remain responsible for all applicable charges, and IFA Telecom will not be liable for any losses incurred by the customer because of the suspension of services.

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## 17. Miscellaneous

17.1 This Agreement, comprising these Terms and Conditions, the Rate Sheet, the Customer Application, and the IFA Telecom Code of Practice, constitutes the entire agreement between the parties regarding the service and supersedes any previous Terms or agreements.

17.2 In the case of conflicts among documents, the following order of precedence will apply:

- The Terms and Conditions
- The Rate Sheet
- IFA Telecom Code of Practice
- The Customer Application
- The Welcome Letter
- The Privacy Policy
- The Fair Usage Policy

17.3 Any disputes arising regarding this service will be resolved according to the process outlined in the Code of Practice, as amended from time to time on [www.ifamemberservices.ie](http://www.ifamemberservices.ie). The customer's obligations under this Agreement, including payment obligations, remain in effect throughout the complaint resolution process.

17.4 If any provision of this Agreement is held to be unenforceable, illegal, or void, the remaining portions will remain in full force and effect, preserving the intent of this Agreement.

17.5 This Agreement will be governed by and construed in accordance with the laws of Ireland. Any disputes arising out of or in connection with this Agreement will be subject to the exclusive authority of the Irish Courts. Each party submits to the authority of the Irish Courts and waives any objection to proceeding in such courts based on the forum non convenient or any similar doctrine.

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## 18. Definitions

18.1 The following Terms and Conditions will have the meanings defined below:

**Access Provider:** The company providing the customer's telephone lines, including broadband lines and associated numbers, from which IFA Telecom rents these services.

**Accessibility Statement:** Document outlining the commitment to ensuring accessibility for all users of IFA Telecom's services.

**Activation Date:** The date on which the customer's service is activated and becomes available for use.

**Add-Ons:** Additional services or features that can be added to the customer's existing service package.

**Advertised Speeds:** The maximum speeds of broadband services advertised by IFA Telecom, which may vary based on conditions.

**Agreement:** The collective set of documents including these Terms and Conditions, the Welcome Letter, the Fair Usage Policy, the Privacy Policy, the Rate Sheet, and any specific agreement or promotion made with the customer, together forming a legally binding agreement.

**Billing Cycle:** The period during which services are billed to the customer, including the timing of when payments are due.

**Billing Method:** The payment process or method chosen by the customer for settling their account.

**Billing Period:** The time over which charges for services are calculated.

**Broadband Remedies:** The options available to customers to address issues related to broadband service performance.

**Call Management Services:** Services defined in the Rate Sheet that allow customers to manage their calls more effectively.

**Call Management Services Charges:** Charges applicable to the call management services specified in the Rate Sheet.

**Carrier Pre-Selection (CPS):** The service allowing the customer to pre-select a provider (other than Eir) for national or international calls, excluding emergency numbers.

**Charges:** All fees payable to IFA Telecom for the service detailed in the Rate Sheet, including line rental, equipment rental, and call management services charges.

**Code of Practice:** The set of guidelines and policies governing customer service and complaint resolution processes of IFA Telecom.

**COMREG:** The Commission for Communications Regulation, the regulatory authority for electronic communications in Ireland.

**COMREG Decision Notice D13/12:** A regulatory decision issued by the Commission for Communications Regulation (ComReg) that provides specific guidelines and directives regarding the provision of telecommunications services, including rules about service quality, consumer rights, and compliance obligations for telecom operators.

**Consumer Protection Act:** Legislation aimed at promoting fair trading and protecting consumers from unfair practices in the market, ensuring that customers have the right to receive accurate information and fair treatment regarding goods and services they purchase.

**Contract Summary:** A summary document that outlines the key details of the customer's service agreement with IFA Telecom.

**Contractual Obligations:** Responsibilities and duties that each party is bound to fulfil under the terms of this Agreement.

**Cooling-off Period:** The 14-day period following the placement of an order during which the customer may cancel the service without penalty.

**Customer Application:** The application for services, which can be completed in writing, online, or via Third Party Verification (TPV).

**Data Breach:** An incident where unauthorized access to, or disclosure of, personal data occurs, potentially compromising the privacy and security of that data.

**Data Protection Legislation:** A collective term for laws governing the collection, storage, and processing of personal data. This includes national laws and regulations derived from the European Union GDPR and other applicable data protection standards, designed to protect individual privacy rights and ensure responsible handling of personal information.

**DSFA:** The Department of Social and Family Affairs.

**DSFA Scheme:** The telephone allowance scheme by the DSFA, which IFA Telecom adheres to for eligible customers.

**DSL:** Digital Subscriber Line, a technology that allows high-speed data transmission over traditional copper telephone lines.

**Equipment:** Telephones or other devices provided by IFA Telecom or the Access Provider, installed at the customer's premises.

**Fair Usage Policy:** The guidelines that govern the acceptable use of the service to ensure fair access for all customers.

**Force Majeure:** A legal concept referring to unexpected circumstances beyond a party's control that prevent the fulfilment of contractual obligations. This may include natural disasters, wars, or governmental actions. In such cases, the affected party is typically relieved from liability for not meeting contractual responsibilities during the force majeure event.

**FTTC:** Fibre-to-the-Cabinet; a type of broadband service that extends fibre optic cables to a street cabinet, with the final connection made via copper lines.

**FTTH:** Fibre-to-the-Home; a type of broadband service that delivers fibre optic connections directly to the customer's premises.

**General Data Protection Regulation (GDPR):** A comprehensive data protection regulation established by the European Union, which governs how organizations collect, store, and process personal data. It aims to enhance individuals' control over their personal information and ensure privacy and security in data handling practices.

**Maximum Broadband Speeds:** The highest speeds that can be achieved on a customer's broadband connection.

**ISDN:** Integrated Services Digital Network, a set of communication standards for simultaneous digital transmission of voice, video, and data.

**Line Rental Charges:** Charges specified in the Rate Sheet for telephone line rental.

**Maximum Broadband Speeds:** The highest speeds that can be achieved on a customer's broadband connection.

**Minimum Broadband Speeds:** The minimum speeds that a customer can expect to achieve on their broadband connection.

**Minimum Term:** The specified period during which the customer agrees to use the service and comply with the terms stipulated, as outlined in the Welcome Letter or Rate Sheet.

**National Directory Database (NDD):** The record of all subscribers of publicly available phone services, including fixed, personal, and mobile numbers.

**NBI:** National Broadband Ireland, involved in enhancing broadband infrastructure and services across Ireland.

**Network:** The telecommunications system used by IFA Telecom under its General Authorisation, pursuant to the European Communities (Electronic Communications Networks and Services) Regulations, 2003.

**Normal Broadband Speeds:** Typical speeds that customers can expect to experience based on average usage conditions.

**Off-Peak:** The time from 6pm to 8am on weekdays, and all-day during weekends and public holidays, when usage rates may differ.

**Payment Method:** The means by which the customer chooses to pay for the services rendered.

**Privacy Policy:** The document outlining how IFA Telecom collects, uses, and protects customer data.

**PSTN:** Public Switched Telephone Network, the traditional telephone network.

**Rate Sheet:** The document outlining the pricing and charges associated with IFA Telecom's services, available at [www.ifamemberservices.ie](http://www.ifamemberservices.ie).

**Regulation 89 of the 2022 Act:** A regulation that outlines specific requirements concerning the modification of consumer contracts, establishing conditions under which service providers can make changes to the terms and conditions of agreements with customers.

**Single Billing Code of Practice:** The Code of Practice approved by COMREG for SB-WLR, available at [www.openeir.ie](http://www.openeir.ie) or upon request from IFA Telecom.

**Single Billing through Wholesale Line Rental (SB-WLR):** The facility enabling IFA Telecom to provide a single bill covering all aspects of voice services at rates determined by IFA Telecom.

**Termination Charge:** The fee incurred by a customer if they terminate their contract before the end of the specified Minimum Term.

**Third Party Verification (TPV):** The independent verification process for customer consent to the provision of the service via telephone, with call recordings serving as consent records.

**VOIP Services:** Voice over Internet Protocol services that allow voice communications through broadband internet connections.

**Welcome Letter:** The official communication provided to the customer detailing the specifics of their service agreement, including activation dates and minimum contract terms.