



# Standard Terms and Conditions

YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING OUR SERVICE:

## Contents

1. General .....	3
2. Definitions .....	3
3. Commencement of Service and Minimum Term .....	5
4. Service .....	5
5. IFA Telecom Phone Packages .....	6
6. IFA Broadband Services .....	6
7. Broadband Voice Service/VOIP .....	7
8. Customer Care .....	7
9. Payment .....	8
10. Use of Service .....	8
11. Liability .....	9
12. Customer Right of Cancellation .....	10
13. Suspension/Barring of the Service .....	10
14. Termination/Transfer of Service .....	11
15. Force Majeure .....	12
16. Assignment .....	12
17. Waiver .....	13
18. Notice .....	13
19. Use of Information .....	13
20. Miscellaneous .....	13
21. Terms & Conditions – IFA Rewards Scheme.....	14

## 1. General

The service provider is IFA Telecom Limited, trading as IFA Member Services. Our offices are located at The Irish Farm Centre, Bluebell, Dublin 12, D12 XY.

At IFA Telecom, we offer a range of fixed telecommunications and broadband services to residential customers within the Republic of Ireland.

When entering into a service agreement with IFA Telecom Limited, customers are bound by a set of documents that govern the contractual relationship. These documents include our Terms and Conditions, Welcome Letter, Fair Usage Policy, Privacy Policy, Rate Sheet, Customer Authorisation Form, any specific agreements or promotions tailored for individual clients, and IFA Telecom's Code of Practice. To access these essential terms and guidelines, please visit our website at [www.ifamemberservice.ie](http://www.ifamemberservice.ie). Additionally, supplementary documentation related to your contract will be sent to you by post or email for your convenience.

We reserve the right to modify, terminate, or withdraw this Agreement, the Services, or any part thereof, for any commercial, legal, technical, or operational reason. These General Terms can only be changed by IFA Telecom providing you with 30 days' notice. If any alterations are made, you have the choice to terminate the Service without penalty during that 30-day notice period, subject to you settling all charges due up to that date. Your continued usage of the Service after this 30-day notice period indicates your acceptance of the changes. The right to exit this Agreement will not apply if the changes to the Agreement are (i) solely for your benefit, (ii) of a purely administrative nature with no adverse impact on you, or (iii) are mandated by European Union or Irish law directly.

In the event of any required changes or updates affecting or changing the terms of your agreement with IFA Telecom, we will provide the required notice via multiple channels, such as post, email, or SMS, using the contact information supplied to IFA Telecom upon your application. It is your responsibility, as the customer, to ensure the accuracy and currency of the provided information and promptly inform IFA Telecom of any updates or changes to these details.

IFA Telecom is an independent Irish company that relies on some of its services and infrastructure from a legacy "Access Provider".

## 2. Definitions

2.1 The following words shall have the following meanings:

"Access Provider" means the company which provides the customer's telephone line(s) including such lines over which broadband is provided (even where no voice service is required) and associated telephone number(s), and fibre lines from whom IFA Telecom rents such line(s) and number(s);

"Agreement", means these terms and conditions, the Rate Sheet, as amended from time to time, the Customer Application (including the Customer Authorisation Form), the IFA Telecom Code of Practice, the Welcome Letter, The Privacy Policy and the Fair Usage Policy which together constitute a legally binding agreement between the customer and IFA Telecom;

"Call Management Services" has the meaning assigned to such term in the Rate Sheet;

"Call Management Services Charges" are the charges applicable to the call management services as specified in the Rate Sheet;

"Carrier Pre-Selection" or "CPS" means the service whereby the customer is able to pre-select a service provider other than Eir to carry his/her calls for national calls and/or international calls or "All Calls"

(i.e. all calls except for calls to emergency numbers 999 and 112, calls to codes 199 and to those starting with 13 and 17), in accordance with Decision Notices D2/99 and D13/99 of COMREG. For the avoidance of doubt in selecting the IFA Telecom Service, the customer accepts that they are selecting the “All Calls” option for the purpose of SB-WLR as defined below;

“Charges” means all charges payable to IFA Telecom for the service as specified in the Rate Sheet and includes, without limitation, the line rental charges, equipment rental charges and call management services charges;

“COMREG” means the Commission for Communications Regulation which is the national regulatory authority for the electronic communications market in Ireland;

“Cooling-off Period” has the meaning set out in clause 12;

“Customer” means the person(s) using the service whose details are provided in the Customer Application for the service;

“Customer Application” means the customer’s application for the services whether in writing, online or via Third Party Verification (TPV) (as described below);

captured via TPV or sign up over the internet as per the specified processes;

“Data Protection Legislation” means the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

“DSFA” means the Department of Social and Family Affairs;

“DSFA Scheme” means the DSFA telephone allowance scheme operated by the DSFA from time to time, to which IFA Telecom shall adhere to in charging a customer who is eligible under the scheme;

“Equipment” means a telephone or other equipment of the Access Provider or IFA Telecom that is located on the customer’s premises;

“IFA Telecom”, “we” “us” means IFA Telecom Limited, Irish Farm Centre, Bluebell, Dublin 12 – the provider of the service under the Agreement;

“Rate Sheet” means the IFA Telecom Phone and Internet Pricing Guide as same may be amended by IFA Telecom from time to time in accordance with clause 20.2 hereof and which is available at [www.ifamemberservices.ie](http://www.ifamemberservices.ie);

“Line Rental Charges” means the charges for telephone line rental as specified in the Rate Sheet;

“Minimum Term” means you are signing a contract for a fixed term from date of first billing. Cancellation of the service by the customer at any point before that term has expired will mean that a termination fee will be charged;

“National Directory Database or NDD” means the record of all subscribers of publicly available telephone services in the State, including those with fixed, personal and mobile numbers, who have not refused to be included in that record;

“Network” means the Telecommunications system used by IFA Telecom for the provision of the service pursuant to its General Authorisation granted under Regulation 8 of the European Communities (Electronic Communications Networks and Services) Regulations, 2003;

“Off-Peak” applies 6pm – 8am, Mon – Fri, midnight Fri – 8am Mon and public holidays;

“Service” means the SB-WLR service (as defined below) requested by the customer in the customer application. The service does not facilitate the provision by IFA Telecom to the customer of the Single Billing Product Exclusions;

“Single Billing through Wholesale Line Rental” or “SB-WLR” means the facility which, through use of CPS “All Calls” Option, enables IFA Telecom to provide a single bill to the customer covering all aspects of voice services, at rates IFA Telecom determines, where voice services means all telephone lines (PSTN/ISDN), equipment, calls and call management services, unless otherwise excluded herein;

“Single Billing Code of Practice” means the Code of Practice developed for the purpose of SB-WLR and approved by COMREG, as same may be amended from time to time, a copy of which can be viewed on the [www.openeir.ie](http://www.openeir.ie) website or can be obtained by writing to IFA Telecom, Irish Farm Centre, Bluebell, Dublin 12;

“Start Date” means the “go-live” date from which your account will become active and IFA Telecom will commence providing the services. See section 3.1 below. IFA Telecom will communicate an estimated start date to you in advance, but this date is not guaranteed;

“Third Party Verification” or “TPV” means the independent means of verifying a customer’s consent and obtaining the information from the customer required to approve the provision of the service. It is conducted via the telephone, with a recording of the call serving as a record of the customer’s consent.

### **3. Commencement of Service and Minimum Term**

3.1 This Agreement shall commence, and the customer shall be deemed to have accepted that he/she is bound by, and has agreed to comply with, the terms of this Agreement (as defined above) on the order date, or on the date of expiry of the cooling-off period, whichever is the earlier.

3.2 The customer warrants that all information and details provided by the customer to IFA Telecom in his/her customer Application are true and accurate and the customer shall advise IFA Telecom immediately of any changes to that information.

3.3 The service will commence and will continue until cancelled, suspended or terminated in accordance with clauses 14 to 16 subject to any applicable minimum term.

3.4 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.

3.5 IFA Telecom will use its reasonable efforts to install the service by the date that it agrees with the customer, but all dates are estimates and IFA Telecom cannot guarantee that it will meet such dates.

### **4. Service**

4.1 This Agreement applies in respect of the provision of the service for a home phone line and/or home broadband service. The customer agrees that it is entering into this Agreement for personal use of the service and is not acting during its business, trade or profession.

4.2 Provision of the service by IFA Telecom shall be conditional on receipt by IFA Telecom of a completed customer Authorisation Form or the required authorisation being captured via TPV. Subsequent use by the customer of the service means that the customer has accepted these terms, along with the Rate Sheet, the Privacy Policy, the Welcome Letter and the Fair Usage Policy.

4.3 Each customer application for the service shall be deemed to be in respect of individual telephone lines and not the customer's entire telephone account, unless otherwise specified in the customer application. The customer must specify in the customer application each individual telephone line in respect of which it wishes to have SB-WLR applied.

## **5. IFA Telecom Phone Packages**

5.1 IFA Telecom shall provide the tariff package specified by the customer in its customer application, subject to conditions set out in this section.

5.2. IFA Telecom Free Calls customer to customer calls allows IFA Telecom residential members to make free calls to other IFA Telecom residential members.

5.3 IFA Telecom packages may allow IFA Telecom residential members to make free local and national calls anytime. Such packages may not include non-geographic, mobile or international numbers or the use of any internet-subscription. The customer is encouraged to examine the terms and limitations of their package as defined in the Rate Sheet which can be located at [ifamemberservices.ie](http://ifamemberservices.ie). Our Customer Service Team are available to help with any queries on 0818 924 851.

5.4 In the case of Free Calls, Rural Unity & Rural Off Peak and other free call packages IFA Telecom may operate from time to time, free calls are conditional upon disconnecting before the 60th consecutive minute. Any calls lasting longer than this will be charged (from the 60th minute on) at normal rates as set out in the Rate Sheet. To continually avail of the free service, the customer should hang up before the 60 minutes is up and make the call again.

5.5 In the case of off-peak packages IFA Telecom Unlimited Evening and Weekend Calls apply to local and national evening calls made between 6pm and 8am and weekend calls from 6pm on a Friday to 8am on a Monday.

5.6 IFA Telecom reserves the right to cancel or modify any of their packages or rates at any time. IFA Telecom shall notify customers of its intention to modify or cancel such packages in accordance with clause 20 and if the customer does not terminate the service in the 30 days following such notification, the customer shall automatically be transferred to and be deemed to have accepted the terms of the relevant modified or replacement package.

## **6. IFA Broadband Services**

6.1 IFA Telecom Agents will provide an estimated timeline for supply and installation of your broadband service. We will use our best endeavours to adhere to this timeline, but delays can occur. Our Customer Service Team will provide updates in the event of a delay.

6.2 IFA Telecom provides broadband subject to the limitations of the Access Provider. The published speed of our products are the maximum possible speeds attainable for those products.

6.3 IFA Telecom cannot guarantee that any or all our broadband products will be available. Limitations to the service may apply depending on a customer's geographical location or the presence of any physical signal barriers. A prequalification process will take place before the broadband offer can be confirmed.

6.4 IFA Telecom cannot guarantee the speed of the service. The maximum possible speed may not be available due to the distance from your home to the exchange, damage to the physical equipment carrying your signal, congestion to the Access Provider's infrastructure, the number of devices in your

home simultaneously using the service, internal wiring damage, physical barriers to wireless signals in the home, or faulty equipment.

6.5 IFA Telecom cannot guarantee the suitability of the products for the applications the customer intends. Some applications require high uninterrupted throughput rates for complete functionality and such rates may not always be available. IFA Telecom will not be liable for loss or damage to the customer caused by a diminished or unavailable broadband service.

6.6 The maximum broadband speeds possible are those speeds as advised to the customer and/or on the IFA Telecom Rate Sheet. The normally available speed should be generally no less than 70% of the maximum, i.e. for an 8Mb/s download speed, the normally available throughput rate should be greater than 5.6Mb/s. For a 1 Mb/s upload product the normally available throughput rate should be greater than 700Kb/s.

6.6.1 Normally available throughput rates for fibre products are generally better as they do not rely entirely (FTTC) or at all (FTTH) on the telephone infrastructure. Such normally available rates are generally no less than 80% of the maximum advised rate e.g. for a 300 Mb/s product the normally available throughput rate should be no less than 240 Mb/s.

6.6.2 IFA Customer Service Team will use their best endeavours to diagnose and resolve customer broadband queries or faults but are subject to the limitations of the Access Provider.

## **7. Broadband Voice Service/VOIP**

7.1 IFA Telecom's VOIP service uses the broadband line to provide traditional telephony-type service. It is thus limited and potentially unavailable in the event of a diminished or unavailable broadband service. It is also dependent on the electricity service (unlike the standard fixed line telephone service). Customers should always have an alternative telephone service (such as a mobile telephone) available in the event of emergencies. The emergency services may not be able to identify the customer's location, as is possible with the standard landline service, so the customer should always inform any emergency service of their location, if in need of assistance.

7.2 Some telephone numbers may be inaccessible over the VOIP service, or the service may be subject to interruptions or delays caused by data packet loss. Some services traditionally using the standard fixed line telephone network such as alarm monitoring may not function over VOIP. The customer is advised to check in advance before employing the service. IFA Telecom will not be liable for any claim, loss or damage caused by the limitations or interruptions to the service.

7.3 All users of the VOIP service in the home should be made aware of the potential limitations of the service.

7.4 In common with standard broadband usage VOIP involves the sending of electronic data over a public infrastructure and is thus potentially susceptible to hacking or interference. IFA Telecom, through the Access Provider provides security measures but cannot guarantee the security of this or other data transmitted over the network.

## **8. Customer Care**

8.1 IFA Telecom Customer Care number is 0818 924 851.

8.2 IFA Telecom Customer Care Policy is set out in the IFA Telecom Code of Practice, available on [ifamemberservices.ie](http://ifamemberservices.ie).

8.3 The customer shall contact IFA Telecom if it wants to alter any aspect of the service, including, but without limiting the generality of the foregoing, the addition of a telephone line, upgrades to a telephone line, change in the Call Management Services and changes in the customer's premises where the service is provided.

8.4 The customer shall raise any complaints in relation to the service using the complaints procedure set out in the Code of Practice.

## **9. Payment**

9.1 The customer will receive one bill from IFA Telecom for all charges incurred by the customer in respect of this service. The customer will continue to be billed separately by its Access Provider for any Single Billing Product Exclusions. The charges will be paid as follows: – Line rental and equipment rental charges monthly or two monthly in advance depending on bill frequency.

9.2 IFA Telecom's tariffs for the service are stated in the Rate sheet which forms part of this Agreement. IFA Telecom shall provide a bill in physical or electronic form.

9.3 All sums due to IFA Telecom shall be paid in full by the customer by the due date for payment set out in the IFA Telecom invoice. Bills can be paid by Direct Debit, Credit or Debit Card, Post Office, Cheque or online. Some packages provided by IFA Telecom are set at such rates on the proviso that the customer signs and maintains a direct debit. Failure to provide and maintain a direct debit facility in such cases will entail additional charges.

9.4 Should the customer disagree with any charges shown on the customer's bill, the customer is requested to lodge a complaint in accordance with IFA Telecom's Code of Practice, prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date, pending the outcome of the complaint's procedure. If, following the complaints procedure, it is established that the charges on any invoice are incorrect, IFA Telecom shall credit any overpayment to the customer's account.

9.5 Save in the case of manifest error by IFA Telecom, all charges shall be calculated by reference to the data recorded or logged by IFA Telecom. IFA Telecom's determination in respect thereof is final.

9.6 As some usage takes longer to rate, notwithstanding any other clause herein, the customer may, at any time, be billed for charges incurred in a prior billing period.

9.7 A customer's eligibility under the DSFA Scheme shall be indicated by the customer when applying for the service. In the event that it is determined that the customer is not, or has not been, eligible for the DSFA Scheme, the customer acknowledges and agrees that, without prejudice to any other rights or remedies that IFA Telecom may have under this Agreement or otherwise, any DSFA Scheme credits improperly awarded to the customer may be recouped by IFA Telecom in a subsequent invoice from IFA Telecom to the customer whether during or after the term of this Agreement.

## **10. Use of Service**

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



10.2 The customer undertakes not to use or permit others to use the service or the equipment: (i) for business purposes to sell on or supply the service to anyone on a commercial basis; (ii) for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the service; in any way that may cause degradation of service levels to other customers as determined by IFA Telecom or put the Network at risk; (iii) to send unsolicited commercial communications or promotional material; (iv) for the communication, transmission, publication, transmission, distribution or dissemination of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene, indecent or menacing nature or in breach of any intellectual property right; (v) for the processing of automated or manual “personal data” as defined in the Data Protection Legislation and in any event, if used for such purpose in contravention of this Agreement, to delete any such personal data prior to returning the equipment to IFA Telecom; or (vi) otherwise in any manner which does not comply with the terms of any applicable law, legislation, regulation, direction or any licence or authorisation applicable to the customer or any instructions given by IFA Telecom from time to time.

10.3 The customer hereby agrees to avail of the service subject to the provisions of the Telecommunications Scheme in force for the time being and the provisions of any legislation, regulations, byelaws or codes of practice applicable to such use. The customer shall ensure that all persons having access to the service, or the equipment comply with the terms and conditions herein stated.

10.4 The customer shall ensure that all persons having access to the service, or the equipment comply with the terms and conditions herein stated.

10.5 The customer shall ensure that all equipment is maintained and kept in good working order.

10.6 The customer shall comply with all reasonable instructions given to the customer by IFA Telecom in relation to the use of the service.

10.7 The customer shall indemnify and hold IFA 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 and/or the equipment and/or any breach of this clause 7 by the customer.

## **11. Liability**

11.1 IFA Telecom shall use reasonable endeavours to ensure that the Service is available for use by the customer in accordance with the standards for the time being relating to the service as set out in IFA Telecom’s service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

11.2 IFA 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 loss or damage caused by unauthorised third-party access to services or the equipment.

11.3 Save as expressly provided herein, IFA Telecom disclaims all representations, warranties, guarantees, terms or conditions of any kind, whether express or implied, including but not limited to implied undertakings regarding quality of service implied under Section 39 of the Sale of Goods and Supply of Services Act, 1893 and 1980, to the fullest extent permitted by law and the customer agrees that is fair and reasonable.

11.4 Under no circumstances shall IFA Telecom be liable for any loss or damage arising because of:

11.4.1 the failure of the service or equipment due to the incompatibility of the service with any equipment not supplied by IFA Telecom;

11.4.2 the acts and omissions of other Telecommunication operators (including the access provider); or

11.4.3 breach in the security or privacy of messages transmitted using the service provided by us unless the breach results from the wilful default of IFA Telecom or its employees.

11.5 Under no circumstances shall IFA Telecom be liable to the customer or any third party whether under contract, tort, statute or otherwise, for any indirect, economic, special or consequential loss, loss of profits, loss of data or loss of use of data, howsoever arising as a result of the customer's use of the service or the equipment or otherwise in connection with this agreement.

11.6 Without prejudice to the exclusions of liability set out in this clause, IFA Telecom's entire aggregate liability to the customer or any third party for any and all claims, howsoever arising out of or in connection with this agreement and whether under contract, tort, statute or otherwise, shall not exceed the lesser of (i) the total charges paid by the customer to IFA Telecom in the 12 months prior to the date of the last event giving rise to such claim(s) and (ii) €1,000, provided that this shall not operate to exclude any minimum liability imposed by statute.

11.7 This Clause 11 shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

11.8 For the avoidance of doubt, any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law. Nothing in this Agreement shall limit or exclude IFA Telecom's liability to the customer for personal injury or death.

## **12. Customer Right of Cancellation**

12.1 The customer shall have the right to cancel the service without penalty (subject to clause 12.2 below) within fourteen (14) days of placing an order with IFA Telecom ("Cooling-off Period") by giving IFA Telecom notice in writing during the Cooling-off Period that it wishes to (i) disconnect its line; or (ii) transfer to the Access Provider or another operator (in which case it must also notify the Access Provider or other operator during the Cooling-off Period).

12.2 If the customer exercises the right of cancellation set out in paragraph 12.1, the customer shall be liable for any charges for usage (including line rental and call charges) actually incurred up to and including the date of disconnection (which shall be no later than 72 hours after receipt of notice of cancellation), or, in the case of transfer to the Access Provider or another operator, up to and including the effective date of such transfer, and for any costs incurred in the return of the equipment. IFA Telecom shall refund any remaining charges which have been paid in advance by the customer in respect of the service.

## **13. Suspension/Barring of the Service**

13.1 Without prejudice to any of its rights of termination under clause 12, IFA Telecom reserves the right to temporarily bar, suspend, restrict, and/or disconnect the customer's use of the service (collectively "suspension") at any time for non-payment of the charges (in accordance with the terms of IFA Telecom's Code of Practice) or for any other breach of this Agreement whatsoever. IFA Telecom

shall use reasonable endeavours to contact the customer, but shall not be obliged to contact the customer, prior to any such suspension of the service.

13.2 IFA Telecom shall be entitled to maintain suspension of the service under clause 13.1 until any breach is remedied to IFA Telecom's satisfaction.

13.3 If the service is suspended in accordance with this Agreement, the customer will be able to make emergency calls only.

13.4 The customer shall remain liable to pay the charges throughout any period of suspension of the service.

13.5 IFA Telecom shall be entitled to charge a reconnection fee on reconnection of a customer following any temporary period of suspension under clause 10.1. The cost of such reconnection fee is published in the IFA Telecom Rate Sheet.

13.6 IFA Telecom may suspend the service from time to time, without liability, for the alteration, improvement or maintenance of the network or the services.

## **14. Termination/Transfer of Service**

14.1 Save where a customer exercises its right of cancellation under clause 12, or as otherwise expressly provided in the Code of Practice, monthly charges which are required to be paid in advance by the customer shall not be refunded on termination of this Agreement for any reason. Without prejudice to the right of cancellation under clause 12.1, the customer may transfer the provision of the service at any time either without notice, by procuring the transfer of the relevant telephone line to the Access Provider or another provider herein. Should the customer terminate the Contract prior to the end of any applicable Minimum Period, the customer shall be liable for the Termination Charge being the balance of the remaining unexpired contract and authorises IFA Telecom to debit the Termination Charge from the customer's bank account in accordance with paragraph 2.3.

14.2 After the Minimum Period or, if there is no Minimum Period, at any time, either party may terminate the service on giving written notice.

14.3 The customer must contact the Access Provider or other operator to transfer the line under clauses 11.1 or 14.2 and termination shall only take effect once any such transfer has occurred. The customer acknowledges that IFA Telecom shall continue to provide the service and the charges shall continue to apply pending any such transfer.

14.4 IFA Telecom shall be entitled to terminate this Agreement and cease providing the service forthwith without notice (giving only retrospective notice) if:

14.4.1 the customer is in material breach of this Agreement (including non-payment of the charges in accordance with the Code of Practice);

14.4.2 the customer is in breach of any term of this Agreement and has failed to remedy such breach within 30 days of a notice from IFA Telecom requiring the customer to remedy such breach;

14.4.3 the customer is in breach of clause 10;

14.4.4 the customer uses the equipment otherwise than as permitted under this Agreement;

14.4.5 any information supplied by the customer to IFA Telecom is false or misleading;

14.4.6 IFA Telecom is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority;

14.4.7 the customer is 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;

14.4.8 the customer dies, becomes mentally ill or becomes the subject of bankruptcy or insolvency proceedings in any jurisdiction or has become unable to pay its debts as they fall due.

14.5 IFA Telecom shall be entitled to terminate this agreement immediately by giving the customer notice if any event of Force majeure continues for a period of 30 days or longer.

14.6 IFA Telecom shall be entitled to effect termination under clauses 14.4 or 14.5 either by disconnecting the customer or by transferring the customer back to the Access Provider.

14.7 The termination or suspension of this Agreement or default of the customer hereunder shall not affect the accrued rights and obligations of the parties under the Agreement.

14.8 Without prejudice to the generality of clause 14.7, on termination of the Agreement, all charges accrued by the customer shall become immediately due and payable and, following termination, the customer shall continue to pay the charges accrued during the term of the Agreement or minimum term in accordance with Clause 9 hereof.

14.9 On termination, the customer shall return any equipment received from IFA Telecom in respect of the service to IFA Telecom.

14.10 On cancellation or termination of this Agreement, any other agreement between customer and IFA Telecom in respect of the same line shall automatically terminate.

## **15. Force Majeure**

15.1 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, failure of the Access Provider's networks or services, 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 ("Force Majeure").

## **16. Assignment**

16.1 IFA Telecom may assign this Agreement without consent provided that any Assignee shall be bound by the same obligations as IFA Telecom under this Agreement.

16.2 The customer shall not assign this Agreement in whole or in part without the prior written consent of IFA Telecom

## **17. Waiver**

17.1 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 to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

17.2 Any deficiency in the customer's authority to avail of the service or to use the equipment shall not preclude reliance by IFA Telecom on any of its rights under this Agreement.

## **18. Notice**

18.1 IFA Telecom shall send all notices to the customer (i) in writing to the customer's billing address as provided on registration; and/or (ii) on the customer's bill; and/or (iii) by SMS to the customer's contact mobile as provided on registration (iv) by placing same on the IFA Telecom website; and/or (v) via national newspapers; and/or (vi) to the customer's email address as provided on registration.

18.2 Customer shall send all notices to the address that appears on the last written correspondence sent by IFA Telecom to the customer, or such other address as may be prescribed by IFA Telecom for the purpose.

18.3 Notice given by post or via the IFA Telecom website shall be deemed served 48 hours after posting or on earlier proof of delivery. Notice given by IFA Telecom in national newspapers shall be deemed served on the date of publication.

## **19. Use of Information**

19.1 IFA Telecom shall process your personal data (as defined in the Data Protection Legislation) in accordance with the Data Protection Legislation.

19.2 Any information obtained by IFA Telecom through an application for the use of the service may be accessed and used by IFA Telecom and its affiliates, agents and sub-contractors for the purposes of credit references, accurate billing and efficient operation of the service, including disclosure to and retention by the Access Provider in connection with the operation, suspension and/or termination of the service and for the insertion, change and deletion of the SB-WLR customer Listing by IFA Telecom and/or the Access Provider. The customer shall be deemed in accepting these terms and conditions to have given consent for the use of his information for such purposes. The use of such information for purposes other than those outlined in this Agreement shall be subject to the customer's consent as given in its customer application and the customer authorisation Form.

19.3 IFA Telecom may use customer's contact details from time to time to contact customer about IFA Telecom promotions, products or services which may be available to customer or to send customer details of such promotions, products or services. Customer may indicate in its customer application or contact IFA Telecom at any time that it does not wish to receive such communications.

## **20. Miscellaneous**

20.1 This Agreement (comprising these terms and conditions, the Rate Sheet, the customer application and IFA Telecom's Code of Practice), constitute the entire agreement between the parties in relation to the service and, for the avoidance of doubt, supersede any terms which may have governed the provision of the CPS Residential Calling Service to the customer. In the event of conflict

between any of the documents incorporated in this Agreement, the following order of precedence shall apply:

20.1.1 The Terms and Conditions;

20.1.2 The Rate Sheet;

20.1.3 IFA Telecom Code of Practice;

20.1.4 The Customer Application

20.1.5 The Welcome Letter

20.1.6 The Privacy Policy

20.1.7 The Fair Usage Policy

20.2 IFA Telecom reserves the right to alter any terms of this Agreement for legal, technical, operational or commercial reasons, or to terminate any package or change its tariffs, on giving 30 days' notice to the customer. Notwithstanding any other provision of this Agreement, IFA Telecom shall give notice for the purposes of this clause by either publishing notice in a national newspaper, publishing notice on its website or by notifying the customer in writing or any combination of the foregoing. In the event of any such alteration, the customer shall have the ability to terminate the service without penalty during the notice period, subject to payment by the customer of all charges due to date.

20.3 Any dispute that arises in relation to this service shall be dealt with in accordance with the dispute process contained in the section entitled "Code of Practice" as amended from time to time on [ifamemberservices.ie](http://ifamemberservices.ie). For the avoidance of doubt, the customer's obligations under this Agreement, including payment obligations, shall not be affected for the duration of the complaint resolution.

20.4 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 (and the remaining portion of such provisions) shall remain in full force and effect.

20.5 This agreement shall be governed by and construed with Irish law and the parties submit to the exclusive jurisdiction of the Irish Courts.

## **21. Terms & Conditions – IFA Rewards Scheme**

21.1 IFA Telecom may from time to time offer a rebate loyalty scheme to existing customers. When a rebate scheme is ongoing, rebates will be paid to those customers who:

21.1.1 Pay their telephone bills in full

21.1.2 Pay their bill within 14 days of the date of invoice

21.1.3 Have completed 12 full months of business with IFA Telecom Ltd.

21.1.4 Have complied with the IFA Telecom Fair Usage Policy

21.2 IFA Member Services decision on rebates is final.