

East Cork Broadband Terms & Conditions



Definitions:

- “East Cork Broadband” - East Cork Broadband and any subcontractor acting on behalf of East Cork Broadband
“Customer” - The customer of East Cork Broadband named in the order form with which the service(s) was (were) ordered.
“Switch-On Date” - Date given by East Cork Broadband for commencement of service(s).
“Service” - The service(s) that the customer has ordered from East Cork Broadband,
“Normal Working Hours” - 9am – 5pm, Monday – Friday, excluding public holidays.
“Equipment” - Subscriber units, antennae, radio equipment, masts, poles, brackets, cabling, junction boxes, wall outlets, connectors and any other devices or items supplied by East Cork Broadband for the provision of the service.
“Licence Agreement” - The signed order form coupled with these Terms & Conditions.

Terms & Conditions:

1. *Installation & General*

- 1.1 East Cork Broadband will make all reasonable efforts to provide the Service on or before the Switch-On Date, however no responsibility is taken for any consequences of a change in the Switch-On Date.
- 1.2 East Cork Broadband will make all reasonable efforts to provide the Service, however the service is provided on an “as-is” basis and no warranty is given as to merchantability or suitability for any particular purpose.
- 1.3 East Cork Broadband will make all reasonable efforts to safeguard the privacy of any communications performed by the Customer using the Service, however, as with most internet communications, it may be necessary to inspect or modify communications on the Service either manually or electronically for the purposes of, but not limited to, continued effective operation of the network, maintenance or cooperation with law enforcement agencies.
- 1.4 East Cork Broadband reserves the right to use subcontractors for the purpose of provision of the service at its own discretion.
- 1.5 The Customer is responsible for obtaining all necessary rights and permissions for access, running of cable, mounting of Equipment for the installation of the service and also ongoing access for the purposes of maintaining and recovering Equipment. The Customer accepts all responsibility for issues arising out of failure to obtain same.
- 1.6 The Customer will provide at no cost to East Cork Broadband, any electricity required at the Customer’s site, necessary for the provision of the Service.
- 1.7 The Customer will keep the areas that house Equipment clean and dry and in a state suitable for the accommodation of telecommunications equipment and will ensure that the Equipment is not damaged. The Customer takes full responsibility for damage to the equipment and warrants that any damage will be made good at the Customer’s cost, including replacement of the Equipment if necessary.
- 1.8 The Customer agrees not to resell or allow use of any part of the Service without written consent from East Cork Broadband.
- 1.9 The Customer agrees to use the Service subject to any applicable legislation, laws or rules and to indemnify East Cork Broadband from the result of any breach of same.
- 1.10 The Customer agrees to use the Service subject to the Acceptable Usage Policy as available from East Cork Broadband on request.
- 1.11 The Customer agrees that East Cork Broadband is not responsible in any way for any networking, computer, telecommunication, software or other electronic equipment at the Customer’s premises and that any malfunction of same cannot be attributed to the Service and that no troubleshooting or repairs of same will be entered into by East Cork Broadband.

1.12 The Customer agrees that malfunctioning of individual websites or other third-party services accessed using the Service is not the responsibility of East Cork Broadband.

1.13 If the Customer is consuming an unreasonable amount of bandwidth, or if the customer exceeds their allotted bandwidth allowance, whether or not that the Customer is causing degradation to other users of East Cork Broadband's products or services or network (as deemed by East Cork Broadband), East Cork Broadband reserves the right to take any action necessary to remedy the situation, including but not limited to rate-limiting, requiring the Customer to upgrade to a higher level of service at the appropriate price or termination of the Service.

1.14 Our service is dependent on line of sight from the customer's premises to one of our transmitters. If any obstruction to line of sight occurs, East Cork Broadband is not liable to remedy this obstruction. This includes (but is not limited to) any building being erected or any tree growth in the signal path. If an obstruction to line of sight occurs, we will advise the customer upon becoming aware of same and will recommend a course of action if available, but East Cork Broadband will not be liable for any costs or labour to remedy same.

2. Title

2.1 The Equipment becomes the property of the Customer once payment is received in full for installation.

2.2 On cessation of the Service, East Cork Broadband will not be obliged to remove any equipment from the Customer's Premises.

2.3 IP addresses assigned to the Customer are hired from East Cork Broadband for the duration of the Service and may be owned by East Cork Broadband or its upstream providers. At cessation of the service, all addresses will be taken over for other usage by East Cork Broadband and no responsibility is assumed by East Cork Broadband for any disruption caused.

2.4 East Cork Broadband will endeavour not to change the IP address(es) assigned to the Customer, however, if for any reason this becomes necessary, no responsibility is assumed by East Cork Broadband for any disruption caused.

3. Fees & Payments

3.1 The Customer agrees to pay for the Service according to the rates published on the East Cork Broadband website.

3.2 All payments are to be made using the payment method required by East Cork Broadband.

3.3 Unless stated to the contrary, all published prices DO include VAT and DO NOT include bank processing fees where applicable.

3.4 Fees for the Service will be paid monthly in advance. If a Direct Debit payment should fail due to Customer error there will be an additional charge of EUR10 to cover banking costs.

3.5 The Customer agrees that if he/she does not pay fees on time that the Service may be suspended, altered or degraded and that any costs arising from these activities or from the collection of fees will be payable by the customer.

3.6 The Customer agrees to give one month's notice to East Cork Broadband of cancellation of the service. If the Customer does not provide this notice, the Customer will be required to make payment in lieu of one month's subscription fee.

4. Suspension of Service

4.1 East Cork Broadband may at any time suspend the service if it is required to do so for safety reasons or maintenance purposes or on non-payment of fees or for legal reasons or if the Customer is, in East Cork Broadband's view, in violation of the Acceptable Usage Policy.

4.2 East Cork Broadband may terminate this agreement or the Service at any time for any reason whatsoever.

4.3 Upon termination of this agreement or cancellation or suspension of the Service, the Customer agrees to stop using the Service and agrees to allow East Cork Broadband to terminate the Service immediately and to cease using the Equipment immediately and agrees that East Cork Broadband will not be held responsible for loss of information, communications, data or business as a result of termination of the service.

4.4 Any content hosted or carried by East Cork Broadband as part of the Service, including but not limited to web pages, scripts, images, files or emails will be deleted on cessation of the service at East Cork Broadband's discretion.

4.5 East Cork Broadband may take action to suspend the Service if malicious traffic is seen to emanate from or target the Customer's network, including but not limited to virus or worm-generated traffic, unsolicited emails or spam. If the said traffic is emanating from the Customer's network, East Cork Broadband will not be obliged to reinstate the Service until the source of the malicious traffic is identified and stopped and East Cork Broadband will not be liable for any loss as a result of the suspension of the Service.

5. Limitation of Liability

5.1 East Cork Broadband does not provide any assurances or warranties or insurances of the merchantability of the Service or the suitability of the Service for any purpose. East Cork Broadband does not guarantee continuous access to the Service and shall not be liable for the Customer's inability to access the Service at any time or failure to provide the Service.

5.2 East Cork Broadband is not responsible for or liable for any damages or loss of Service caused by matters outside the reasonable control of East Cork Broadband. Reasonable control includes but is not limited to lightning, weather, climate, flooding, fire, terrorism, vandalism, acts of government, industrial disputes, performance of external communications networks or other outsourced services.

5.3 On no account will any liability, fee or refund payable by East Cork Broadband to the Customer exceed the total amount paid by the Customer to East Cork Broadband.

5.4 East Cork Broadband will not be liable for any losses or damages suffered by the Customer as a result of use of the Service.

5.5 East Cork Broadband will not be liable for any penalties, costs, custodial sentences or other liabilities imposed as a result of the Customer's use of the Service.

5.6 The Customer agrees to hereby indemnify East Cork Broadband of any liability for damage to devices or software at the Customer's premises as a result of interconnection with the Equipment.

6. Law

6.1 This Licence Agreement shall be governed by Irish Law.