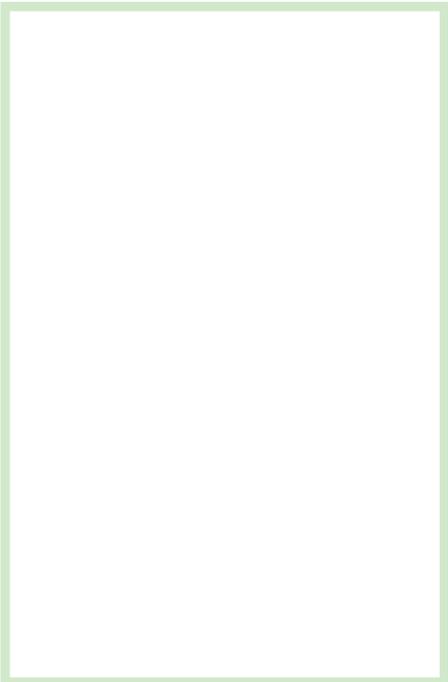




YOUR CONTRACTS

**Important Information - please read
From November 2019 ROI Signatureless**

BSROI51119



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NEXT STEPS

Please take a few minutes to read carefully the terms and conditions for the products and services you have ordered from Sky.

By using or allowing the enclosed Viewing Card to be used to receive your chosen Sky services you are agreeing to the terms and conditions in this Contracts Booklet that relate to those services including any changes to them or the services in accordance with these terms and conditions and agreeing to the uses of your information set out on page 3. If you have ordered any digital satellite equipment (other than a Sky+HD box which has separate terms and conditions which are supplied with the box) either directly from Sky or from one of Sky's authorised retailers, then by allowing installation to commence you are accepting the terms and conditions in this Contracts Booklet that relate to its supply and installation.

IMPORTANT TERMS OF YOUR SUBSCRIPTION CONTRACTS

Please take a few minutes to read the following important terms. Further terms and conditions are set out later in this Contracts Booklet which you should also read carefully.

Can I subscribe to Sky's services?

Yes, if you are 18 or over and the services are only used at your home in either the UK (including the Isle of Man and Channel Islands) or Republic of Ireland. If you move or change your contact details you must tell us.

Sky digital Subscription Contract

This Contract sets out the conditions which you and Sky have to keep to in relation to the Sky digital service including the On Demand service (where available). This service does not include HD/3D or pay-per-view services; these are supplied under their own standard terms. The Contract also doesn't cover channels which are not part of the Sky digital service, such as non-subscription channels.

Sky Multiscreen Subscription

With a Sky Multiscreen subscription you receive the same Service as you receive under your first Sky digital subscription through an extra Box, for an additional subscription charge. This means that you and your family can watch different Sky digital programming on two separate TVs in your house.

How long does a subscription last?

Each subscription lasts for a minimum of 12 months (the Minimum Term) from the first date you can receive the Service under the Contract (usually when you first insert your Viewing Card into the Box), unless you or we are allowed to end it earlier. We will charge you for the relevant service from this date. You cannot cancel your subscription during the Minimum Term unless you have a contractual right to do so. For details of when the contracts can be ended earlier see Condition 11 of the Sky digital Subscription Contract and Conditions 6, 7 and 8 of the Sky Multiscreen Subscription Contract. If you have ordered your Sky products and services directly from Sky by telephone, via the internet, by text or via Sky Interactive, you have the right to cancel your Contracts as set out in 'Your Rights to Cancel Your Order' at the end of this Contracts Booklet. If you ordered your Sky products from one of our door-to-door sales agents please refer to the cancellation policy set out in the documentation left with you by our sales agent. If we end your Sky digital Subscription Contract or your Sky Multiscreen Subscription(s) Contract (or your Sky Multiscreen Subscription ends automatically) during the relevant Minimum Term we will charge you an early termination charge, unless stated otherwise in the relevant contract. Unless you tell us otherwise, we may charge these amounts directly to the credit or debit card which you have provided us with details of, e.g. when you paid for the installation of your Digital Satellite System and, by entering into these contracts, you are authorising us to do so. You may be able to reduce the amount of the early termination charge by changing your Option (where permitted) and/or removing any Stand-alone Premium Channels you pay extra for in accordance with these Conditions, provided such change takes effect before your Contract ends. We will give you reasonable notice before these charges are made. For more information about these charges please refer to Condition 11 of your Sky Digital Subscription Contract or Condition 10 of your Multiscreen Subscription(s) Contract or go to sky.com/earlytermination

Will the price of my subscription(s) rise during the Minimum Term?

Under the Sky digital Subscription Contract we can increase the prices for the Stand-alone Premium Channels or extra Sky Premium Channels at any time during the Minimum Term.

However, in all other cases we can only increase the relevant Subscription Payment once during the Minimum Term. This increase won't affect you during the first 60 days of your subscription to your chosen service(s) and will not be more than either 10% of the standard price of your Option or the increase in the UK Retail Price Index over the last 12 months before we tell you about that price increase, whichever is greater.

Under the Sky digital Subscription Contract, if at any time you change your chosen Service, you will pay the then current price for your new Service from the day you first receive it.

When don't these limits apply to my subscription prices?

The limits on price increases do not apply after the Minimum Term of the relevant contract. The limits on increasing your Subscription Payments during the Minimum Term don't apply to any increase in your Subscription Payment for your first Sky digital subscription where we add extra channels to your chosen Option and you choose to take them or, if you choose to take any extra Sky Premium Channels or Additional TV Services we may offer you. The limits also don't apply where, following a request or requirement by any regulatory authority or, as required by law (including any changes in Value Added Tax), we change any aspect of our pricing which affects your Subscription Payment directly or our pricing structures generally.

If, during the Minimum Term, you choose not to receive extra channels we have told you we have added to your chosen Option under the Sky digital Subscription Contract, your Subscription Payment will not increase until the end of your Minimum Term when you will automatically receive all the channels in your chosen Option (including the extra channels) and pay the then current price for it.

How much notice will I get if you increase prices?

We promise to give you at least 31 days' notice before we put the price of your subscription(s) up, unless the price increase results from you changing your Service under your Sky digital Subscription Contract or we are required to increase our prices by law (e.g. due to a change in VAT) or because a regulatory authority requests or requires us to do so (if this happens we will try to give you reasonable notice). If you are not the payer of the relevant subscription, you must tell the payer of any price increase notice we send you.

Will the Service change?

The Service may change, as it is variable. This means that we can change programming, change or withdraw any Option or Additional TV Service, and change, withdraw or interrupt the Channels you receive in your Service. Your chosen Option may offer you a variety of Channels and content which are broadcast or made available by various broadcasters, including Sky. Although we aim to provide Channels and content that covers a wide range of interests, unfortunately we cannot guarantee the availability of any particular Channel or programme.

You can change your chosen Service during your subscription, but if this will reduce your Subscription Payment you need to give us at least 31 days' notice (unless this results from us varying or withdrawing your Option).

We may charge a reasonable administration fee to change your Service which we will let you know about in advance.

If your chosen Service includes a Sky Premium Contract Pack and you change your Service in your Minimum Term, your new Service must include the same Sky Premium Contract Pack.

If your Service includes a Sky Premium Contract Pack and you want to change your Service by adding another Sky Premium Contract Pack you will need to end this Contract and enter a new one with Sky for your new Service.

Other important points about your Channels and Services

- If we change any premium bonus channel in your chosen Option into a channel which you would normally have to pay extra to get or withdraw any Channel in your Basic Pack, you'll continue to get that Channel as part of your Option at no extra cost until the end of your Minimum Term (except for any Channel in your chosen Basic Pack where the channel's owner won't agree that you can receive it in this way). If we introduce a charge for any other channel, we'll give you reasonable notice of what charge will apply if you wish to carry on receiving it.
- If we withdraw any Option or Channel and, as a result, you receive a cheaper Option from the one you received immediately before the withdrawal, we promise to reduce the price you pay to the then current price for that different Option.
- You can add one or more Stand-alone Premium Channels to your chosen Option.
- Premium bonus Channels, additional Channels and Additional TV Services are provided at Sky's discretion and you don't pay any extra for this part of your Service. Additional TV Services may be subject to eligibility and certain equipment may be required.
- In order to download content using On Demand you currently need a compatible Sky+HD box, a Sky+ subscription (which is subject to the Sky+ Subscription Terms and Conditions which will be supplied to you separately if you choose to take the service) and a residential broadband service. Unless we tell you otherwise, downloading content will count towards any broadband usage limits that apply to your broadband service.

Other important points about your Sky Multiscreen Subscription

- Each Sky Multiscreen subscription you take out can only be viewed at the same Address as your first Sky digital subscription.

- If you have an active Multiscreen subscription, the Box used to receive your first Sky digital subscription and the Box(es) used to receive your Multiscreen subscription(s) must always be connected to any residential broadband service you receive, provided the Boxes can be connected to broadband and we have supplied you with the equipment necessary to make the connections (e.g. an On Demand connector). You must let us collect information through the connections, including Box location information.
- You must give us reasonable access to inspect the Boxes at your Address to check that any Box used to receive a Multiscreen subscription is located at the same Address as the Box used to receive your first Sky digital subscription.
- If you choose to take the Sky Go Extra service as part of your Sky Multiscreen subscription this is subject to additional terms and conditions that will be supplied to you separately.

Will I be accepted as a Sky digital subscriber?

You may not be accepted if you owe us any money or your credit or fraud score is unsatisfactory. We can administer your account as we believe reasonable depending on the result of that or any future scoring, which may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment and/or fraud prevention purposes.

How do special offers affect my Contract(s)?

If you take up a special offer, the terms and conditions of the relevant products and services will be varied to take account of the offer terms and conditions.

Calling Sky

Calls to and from Sky Customer Services may be recorded or monitored for training and other purposes.

Complaints

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors by visiting 'Contact us' in the MySky section of sky.com.
- By phone - call us on 0818 719 819.
- By post, write to:
Customer Complaints
Sky Ireland
Fifth Floor
One Burlington Plaza
Burlington Road
Dublin 4

If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in the MySky section of sky.com or by going to <http://help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice>.

If you'd like to find out more about how to deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in **My Sky**.

Alternative dispute resolution services for Sky TV customers are provided by an approved alternative dispute resolution entity (see the Complaints Code of Practice for details of our preferred alternative dispute resolution entity) or you can refer your dispute to the European Commission online dispute resolution platform.

SKY PRIVACY AND COOKIES NOTICE

Introduction and scope

This privacy and cookies notice applies to the processing of personal data including information we collect and store via cookies, as explained below by:

- **Sky UK Limited**, if you access our UK products and services (including where Sky UK Limited trades under the names "Now TV" or "Sky España"), or
- **Sky Ireland Limited** acting as agent for Sky Subscribers Services Limited (Irish branch), if you access our Irish products and services (including where Sky Ireland Limited trades under the name "NowTV"), and references in this policy to "Sky", "we" "us" or "our" should be interpreted accordingly.

Note that if you access the products and services of other Sky companies you should refer to their privacy notices.

Types of information we process and where it comes from

- Information you've provided to us, including through our websites or when you access our services through applications on websites operated by other organisations.
- Information about our content, products and services you've ordered or enquired about, including call recordings as further described below.
- Information provided to us by other organisations, such as address verification services (e.g. Royal Mail in the UK) and data brokers (e.g. Experian) and credit reference agencies and this includes personal data that is publicly available.
- Information, uploads, user generated content, and comments you make about or generate in accessing the shows, channels, programmes, advertisements, products and services you use, for example how you or your household access, view, share, contribute to, communicate with, record or fast forward them.
- Information we collect, via cookies and related technology, from the devices or viewing cards you use to receive Sky content, products and services, about your and your household's use of Sky, and/or third party content, products and services. This includes information about your device, machine or browser which can be collected when cookies are turned off. For more information on cookies and how to manage them, please see the section on cookies.
- IP address, MAC address, unique identification number, online identifier, browser information, location data port information, logical network address, and other similar identifying information required for your devices to communicate with websites and applications on the internet.
- Technical information from the devices you use to receive Sky content, products and services, for example, the collection of diagnostic and traffic or location information. Note that devices and applications have their own privacy settings and notices under which they collect your information, so please check and manage your device and application settings.

Why we may use your information

The main purpose for which we process your personal data is so that we can, in accordance with the contract you have with us, provide you with content, products and services. This includes, where the contract requires it, for example: providing you with account management functionality (such as to update contact information), customer support (including diagnostics and trouble-shooting), call screening and blocking, and tailored and personalised recommendations. In order to enter into loan agreements with you we obtain personal data about you from credit reference agencies. We then take automated decisions using that personal data about as to whether or not to enter into the loan agreement with you. This decision is influenced by your credit history and depending on the outcome of this automated decision making process we may not enter into the loan agreement with you. If you would like us to review decisions taken about you as part of this process please contact us as set out below.

In addition, we also use your personal data for the following legitimate business purposes:

- Managing our products and services and traffic across our network. For example, Sky uses your information to facilitate the operation of its network by choosing the most efficient route to transmit your requests for a communications service through the various parts of its network of equipment and systems. This information is held securely within restricted areas accessible only by authorised personnel and in accordance with our data retention deletion and acceptable use policies;
- Improving our content, products, services and customer experiences by monitoring your use of our products and services and working with our suppliers to improve the products and services we offer, and develop new content, products and services;
- Monitoring, recording, storing and using customer service communications we have with you. This helps us to improve the quality of our customer service, to confirm any instructions you give us, to create a customer profile to have better conversations and/or for training, development and to meet our legal and regulatory responsibilities.
- Showing adverts to the people most likely to be interested in the products and services being promoted. To do this, we create a profile about you which we use to define groups of audiences to whom we send adverts, based on factors like interests, age, location and more. As part of showing these adverts, we also carry out quality and frequency checks, such as whether adverts were displayed correctly and how often particular adverts have been shown.
- For market research.

- Protecting or enforcing our rights or the rights of any third party such as by analyzing activity on our network to help block unauthorized or illegitimate content, publication of, or access to it.
- Safeguarding an individual's vital interests;
- Complying with our legal and regulatory obligations (for example, in the context of police investigations and national security).

How we share your information

- We work with a number of suppliers to process your personal data for the purposes described above. These suppliers act on our behalf and must only process your personal data in accordance with our instructions. The categories of suppliers that we use include:
 - Engineer services firms,
 - Couriers;
 - IT companies;
 - Customer service centres;
 - Other Sky group companies (information can be found at <https://www.skygroup.sky/corporate/about-sky/>); and
 - Marketing companies that deliver our communications
- Where our suppliers are based outside of the European Economic Area (for example we use customer service centres in India and some IT services in USA), we grant these suppliers access to personal data only if appropriate measures and controls in place to protect your personal data in accordance with applicable data protection laws and regulations and regulatory guidance. More information can be obtained about this processing by contacting us as described in this notice.
- One of Sky's data processors (Domestic & General Insurance PLC and Domestic & General Services Limited) may contact you to ensure you are satisfied with your service experience and to let you know about the warranties that apply to your Sky equipment and the options for extended cover.
- In the event the structure of our business changes so that another company in the Sky group provides our products and services to you, we will pass your personal information to that company. This includes, for example, a merger between us and another company, where another company acquires us or some or all of our assets, where we acquire another company or where our holding company restructures our corporate group.
- We share your personal data with credit reference (e.g. Equifax) and fraud prevention agencies (eg CIFAS) for use in automated credit decisions, for the detection and protection against crimes such as fraud and money laundering, and for debt recovery purposes, as further explained below. If, from the information you have provide, fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies Please get in touch using the 'Contact Us' section of [sky.com](https://www.sky.com) if you want to receive details of the relevant fraud prevention agencies and further details explaining how the information held by fraud prevention agencies may be used.
- We share personal data with the courts, enforcement agencies (e.g. the police) and with regulatory authorities (e.g. Ofcom) where this is required in order for us to comply with our legal or regulatory obligations.

Unless you've asked us not to (see below) we may also use your information on the basis of your consent, contract for service or our legitimate interest to:

- Provide you with more relevant advertising and tailored offers (including discounts). Sky can serve different ads to groups of people and to different Sky households, customers or individuals within a household watching the same programme or service. We use the information you have provided to us or information we have collected about you and your household to tailor the adverts you receive and make them more relevant by playing an advert on your TV or device when the relevant audience may be most likely to be watching.
- Send you direct marketing. This may include communications by post, telephone, SMS, email or other electronic means, using the contact details you have provided, about us and our content products and services, events and special offers, including, for a reasonable time after you have ceased to be a customer of ours (see further details below).
- To send you newsletters about your service, content and relevant products.

Keeping your data up to date and your rights

You can contact us via the 'Manage' section of sky.com or on 0818 719 819 (in ROI) to update, amend, correct your information. You also have the following rights:

- to request access to, or erasure of, the personal data we hold about you
- to request us to restrict the processing of the personal data we hold about you
- to object to us processing personal data relating to you
- where you have given us consent to process your personal data, you have the right to withdraw that consent at any time
- you have the right to obtain certain personal data from us in a format that can be transferred electronically to a third party (also called "data portability").

Please note that some of these rights are not absolute. In some cases, we may refuse a request to exercise particular rights if complying with it meant that we are no longer able to meet our contractual obligation to provide you with particular products and services. However, we will keep you informed as to the actions that we can take when you make your request.

Managing your marketing preferences

Direct marketing and tailored advertising

You can always choose not to receive direct marketing or tailored advertising from us in the following ways:

- via the 'Manage' section of sky.com;
- clicking on the "unsubscribe" link in any electronic marketing information from us.
- by calling Sky on 0818 719 819 (in ROI) for Sky TV, BB & Talk.

You can choose not to receive direct marketing from any other Sky group companies by contacting them directly.

Cookies and online behavioural advertising

Please refer to the Sky Privacy and Cookies Notice on sky.com.

Please see the section on "Controlling my Cookies" on how to adjust cookie settings for your devices.

How long we keep your information

We retain your information in accordance with our data retention, deletion and security policies. These set out the criteria we use to determine how long we keep your information, what measures we put in place to keep your information safe and secure. When deciding what to retain, we take into account what information we need to best provide you with products, goods and services, manage your relationship with us, meet our statutory obligations and meet our customers' and previous customers reasonable expectations.

Complaints

If you wish to make a complaint about how we use your information, please get in touch by visiting the 'Complaints' page on sky.com and we will do our best to help. You may find our 'Complaints Code of Practice' helpful which you will also find on the 'Complaints' page. If you are still unhappy, you can contact the Irish Data Protection Commissioner via www.dataprotection.ie

Contacting Sky

If you have any queries or comments about this privacy and cookies notice, please write to Customer Relations, Sky Subscriber Services Ltd, PO Box 43, Livingston, West Lothian, EH54 7DD, UK or to Customer Relations, Sky Subscriber Services Limited, One Burlington Plaza, Burlington Plaza, Dublin 4, ROI or contact Sky's Data Protection Officer via dp.department@sky.uk

Changes to this notice

We will occasionally update our privacy and cookies notice. We will post a notice of any material changes on our website prior to implementing the changes, and, where appropriate, notify you using any of the contact details we hold for you for this purpose. This may include phone, SMS, e-mail, post or interactive social media. We encourage you to periodically review our notice to be informed of how we use your information.

This privacy and cookies notice was last updated 10 May 2018.

SKY DIGITAL SUBSCRIPTION CONTRACT

These are the terms and conditions that you must keep to if you want to view the Service at your Address. You must also keep to Conditions 5, 6 and 7 relating to the Viewing Card even if you stop subscribing to Sky digital. This Contract is with Sky Ireland Limited ("Sky"), which is responsible for providing the Sky digital subscription service, which sends you your Viewing Card, and also provides customer services in relation to the Service and the magazine (if applicable). References below to "we" or "us" shall be read as references to Sky.

You can contact us or Sky at PO Box 43, Livingston, West Lothian EH54 7DD, UK or call 03442 41 41 41 if you live in the UK or 0818 719 819 if you live in the Republic of Ireland.

1. Definitions

In these Conditions:

Add-on: a Sky Premium Rolling Pack, Sky Premium Contract Pack or Monthly Add-on.

Additional TV Services: any additional television services which we may supply as part of your Service from time to time, subject to your eligibility and you having the required equipment. This currently includes elements of the service known as On Demand and programme recommendations that you do not pay extra for (where available), but does include any Add-on.

Address: the address of your home in either the UK or Republic of Ireland that you notify to us from time to time.

Basic Pack: any pack of basic channels we offer from time to time. No Basic Pack will include any Add-on, Stand-alone Premium Channel, bonus or additional channel or service or Additional TV Service that we offer.

Box: an authorised digital satellite decoder capable of using Sky's conditional access (encryption) system.

Channels: the channels we may include in any Option, Stand-alone Premium Channels and any premium bonus and additional Channels we may offer. The channels will not include any On Demand content.

Conditions: the conditions in this Contract set out below, together with the terms relating to Sky digital set out on the 'Important Terms' page in this contracts booklet and any changes we may make to them in accordance with this Contract.

Contract: this contract authorising you to receive the Service for private viewing at your Address, your Viewing Card and a magazine(s) (as applicable).

Minimum Term: the first 12 months from the first date on which you can receive the Service under this Contract, or any other 12 month period beginning on the date agreed between us.

Monthly Add-on: A Channel, collection of Channels or access to On Demand content purchased or received on a monthly rolling basis (excluding any Sky Premium Rolling Pack or Sky Premium Contract Pack).

Option: any of the channel package options we offer, but not including any Stand-alone Premium Channel.

Service: the Option, together with any Stand-alone Premium Channels, chosen by you, and any Additional TV Services. If during this Contract you want to change your chosen Option, the Service includes the new Option you choose.

Sky Premium Channels: such as Sky Sports Premier League, Sky Sports Golf, Sky Cinema 1 and Sky Cinema 2 as Sky transmits from time to time and/or any other channel we may tell you is a Sky Premium Channel (but this does not include Stand-alone Premium Channels). Sky Cinema 1 and Sky Cinema 2 are each made up of a number of different Sky Cinema channels which are not available individually.

Stand-alone Premium Channel: a channel or a pack comprising a number of channels which may not be available individually which you may choose to include, for an additional charge, as part of the Service (but this does not include Sky Premium Channels).

Subscription Payment: the payments we have told you you must pay us to provide the Service.

UK: the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Viewing Card: the card which will allow you to receive encrypted digital satellite services (such as the Service) when used with a Box.

2. Subscription Payments

(a) Unless we agree otherwise, you will be charged for the Service from the first date we enable your Box to receive the

Service under this Contract. You must pay us Subscription Payments every month in advance. Your first Subscription Payment may be taken at the time you order Sky digital. For both Direct Debit and credit card options we will collect further amounts due automatically from your account each month after we have sent you your first Viewing Card.

- (b) You must have paid in full in advance any upfront payment we agree to set you up as a Sky customer, including any installation charges. You can select a different Service. If any change will result in a reduction to your Subscription Payment you must give us at least 31 days' notice (unless this Contract is lawfully terminated before the end of such notice period or where Conditions 3(b) (iii) or (iv) apply). We can charge a reasonable administration fee if you wish to change your Service. We will let you know the amount of any fee in advance. You can only choose one of the Options, and you can also choose to add any Stand-alone Premium Channels we may offer. You cannot choose individual Channels within any Option.
- (c) We may increase your Subscription Payment at any time for any reason stated in Condition 15 (a) or 15 (b) by giving you at least 31 days' notice. This includes increases under Condition 2(e) unless condition 2(e)(ii) applies when we will try to give you as much reasonable notice as possible. (d) If you want to remove Channels from your Service (in accordance with Condition 2(b)) and/or end the Contract at the end of or after the Minimum Term (in accordance with Condition 11(a)) because you don't want to pay the higher price let us know within 21 days of receipt of our notice. If you do this you will not have to pay the price increase for the Channels you remove from your Service or the price increase for the Service where you end the Contract (and if your latest bill already includes the higher price we will refund the difference to you in your next or final bill).
- (d) During the Minimum Term, unless it is for a reason set out in Conditions 2(d) or 4 (when the following increase limits do not apply), we may increase the price of your Option in accordance with Condition 2(c) only once in any 12 month period and that increase will not be more than:
 - (i) 10%; or
 - (ii) the increase in the UK Retail Price Index over the 12 months before we tell you about that price increase whichever is greater.

This price increase will not affect you during the first 60 days of your first Minimum Term, and if a price rise is delayed for this reason the 12 month period referred to above will start on the date your price would have increased but for the delay. These limits do not apply to any Stand-alone Premium Channels or extra Sky Premium Channels (see Condition 4). Your Subscription Payment will also change during the Minimum Term if you change your Service and you will immediately pay the then current price for that new Service.

- (e) We may also increase your Subscription Payment:
 - (i) if we add extra channels to your Option. During the Minimum Term you may choose not to receive these extra channels and your Subscription Payment will not increase as a result of this for the remainder of the Minimum Term. From the end of the Minimum Term you will receive all the channels included in your Option and pay the then current price for it; and/or
 - (ii) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing (including any changes in Value Added Tax) which affects your Subscription Payment directly or our pricing structure generally.
- (f) We may alter your Direct Debit or credit card instruction if your Subscription Payment changes for any reason. We may also charge any other payment due under this Contract under your Direct Debit or credit card instruction together with any other payments which you agree that we may charge under that instruction.
- (g) If you have missed any payments you owe to us or provided unauthorised payment or other details we can suspend provision of the Service and/or provision of the magazine (if applicable) to you, without giving you notice. This does not affect our right to end this Contract under Condition 11 below.
- (h) You acknowledge that any payments you make to Sky and any credits on your account will be applied to the full set of Sky services you receive and may be applied against any amounts you owe us for any Sky service.
- (i) If you miss any payments you owe to us we may charge you a reasonable fee to help pay for the extra costs we incur processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking your TV, Sky+ and HD Terms and Conditions. Any interest is worked out daily. These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. For more details see sky.ie/latepaymentfee

We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account; is cancelled or is not cleared by your bank.

3. Channels, Programming and Magazine

We may make any of the changes specified in this Condition 3 for any reason stated in Condition 15 (a) or 15 (b).

- (a) We can replace or withdraw advertised or other programmes. We can change or reduce the number of hours of any Channel's broadcast. We may encrypt or unencrypt any Channel.
- (b) We can vary or withdraw any Channel or Additional TV Service. We can vary or withdraw your Option. We will give you at least 31 days' notice if, as a result of any such change, your Subscription Payment will change. For example:
 - (i) If we withdraw any Sky Premium Channel or Stand-alone Premium Channel (either altogether or as part of your chosen Option), you will only have to pay the prevailing Subscription Payment for the Service you are actually receiving after we do so;
 - (ii) If we withdraw any Channels from your chosen Basic Pack then, until the end of your Minimum term, if you request, you can keep the same Channels at no extra charge (other than price increases under Conditions 2(c), 2(d), or 2(e)(ii)), except for Channels no longer offered by Sky, or where the owner of any Channel will not agree that you can receive it in this way;
 - (iii) If we vary your chosen Basic Pack you can move to another Option (in which case we will confirm to you how your Subscription Payment will change);
 - (iv) If we withdraw your chosen Option (other than by withdrawing a Sky Premium Channel, for which see (i) above), we will move you onto the nearest equivalent Option. If this happens during the Minimum Term, your Subscription Payment will not increase before the end of the Minimum Term (other than price increases under Conditions 2(c), 2(d), or 2(e)). However, if you choose to move to a different Option we will confirm to you how your Subscription Payment will change.
- (c) Many Channels that we provide are supplied by other broadcasters. Their availability, and the availability of programmes on such Channels, are outside our control.
- (d) We may supply premium bonus, other additional Channels or Additional TV Services with your Option which you will not have to pay extra for. Their availability may depend on your entitlement. We can withdraw or change these Channels or Additional TV Services without giving you notice. We can also change any premium bonus, additional Channels or Additional TV Services you are receiving into a Channel or service that you must pay for if you want to continue to receive it. If we do the latter in respect of a premium bonus channel during your Minimum Term you will continue receiving that Channel without payment until the end of your Minimum Term. If we introduce a charge for any additional Channel or Additional TV Service, we will tell you what charge will apply if you wish to continue to receive that Channel or Additional TV Service.
- (e) Additional TV Services supplied to you may differ from that supplied to other viewers.
- (f) We may supply viewing recommendations, newsletters and/or magazines with information about your Services in paper or electronic format from time to time as part of your Services. If we do, you can elect not to receive them at any time by contacting Sky. We can stop providing these at any time without notice or introduce a charge for the magazine in which case we will tell you what charge will apply and ask you if you wish to continue to receive it.
- (g) This Contract does not authorise you to receive any pay-per-view services of any kind.
- (h) You will not use the Service or any part of it other than to view the Channels in private for non-commercial purposes at your Address.
- (i) In order to download content using On Demand you currently need a compatible Sky+HD box, a Sky+ subscription (which is subject to the Sky+ Subscription Terms and Conditions which will be supplied to you separately if you choose to take the service) and a residential broadband service. Unless we tell you otherwise, downloading content will count towards any broadband usage limits that apply to your broadband service. If your broadband service is provided by a third party we are not responsible for it and you should contact your provider if you experience problems with it.

4. Extra Premium Channels

We may offer you extra Sky Premium Channels or Stand-alone Premium Channels. If we offer you these extra channels and you decide to take them, they will be included in the Service. We will confirm to you what charges apply to these Channels and how your Subscription Payment will change. The limits described in Condition 2(d) do not apply to any increase in your Subscription Payment for any reason listed in this Condition 4.

5. The Viewing Card

- (a) The Viewing Card acts as a key so that you can unlock (unencrypt) encrypted digital satellite services (such as the Service). Having a Viewing Card does not mean you have a right to receive the Service. You are only entitled to one Viewing Card per Sky digital Subscription.

- (b) Sky continues to own the Viewing Card after it is sent to you and, if Sky asks you to, you must return it after this Contract ends or when a replacement is sent to you.
- (c) Only you may use the Viewing Card which Sky sends you. You can only use the Viewing Card at your Address with the Box for which it is first authorised by Sky to receive encrypted digital satellite services. You must only use it for private viewing purposes. You must not use it for any commercial or business purpose or in any premises other than your Address.
- (d) The Viewing Card must not be used outside the country (either UK or Republic of Ireland) it was supplied for use in.
- (e) The details you give us (including your name and address) must be accurate, true and correct and kept up-to-date at all times. Any change of your Address must be notified to Sky immediately.
- (f) If you give your Viewing Card to anyone else Sky can make it invalid.
- (g) You must not tamper with the Viewing Card or use it for anything we or Sky do not authorise.
- (h) In order to continue to receive encrypted digital satellite services without interruption, the Viewing Card must be kept in your Box at all times and you will need to keep the Box connected to a mains supply and suitable satellite dish and in standby mode while not in use. The software in your Box is owned by, or licensed to, Sky or another member of the Sky group. You must allow Sky to update the software in your Box by sending signals via satellite to your Box. You must not tamper with the software in the Box or authorise anybody else to do so.
- (i) As part of the proper administration of the digital satellite platform, Sky shall be entitled to disclose your name, Address, the services you receive via the Viewing Card and its number to Viewing Card manufacturers and providers of digital satellite services for which your Viewing Card is enabled.
- (j) If your Box is connected to a telephone line or to the internet, information may be passed from it to Sky and vice versa.

6. How long is the Card valid for

- (a) For security reasons Viewing Cards will be replaced from time to time. If you are still subscribing to the Service under this Contract, Sky will try to send you a new Viewing Card before the old one becomes invalid. Viewing card replacements will be advertised on your television screen, in the magazine or in writing. If you are no longer subscribing to the Service, you will not be entitled to a replacement Viewing Card under these Conditions.
- (b) Sky may make the Viewing Card invalid if it is necessary to protect the security of Sky's conditional access system or if it believes you are using the Viewing Card in ways which are not authorised, or where it is otherwise reasonable to do so (such as fraud).

7. Lost, stolen or malfunctioning Viewing Cards

- (a) If your Viewing Card is lost, stolen, damaged or faulty you must tell Sky immediately either by telephone (03442 41 41 41 if you live in the UK or 0818 719 819 if you live in the Republic of Ireland) or by writing to: Sky, PO Box 43, Livingston, West Lothian EH54 7DD UK.
- (b) If your Viewing Card is damaged or faulty and you return it, Sky will replace it free of charge if it had a defect when it was supplied to you. If the card is faulty or damaged in any other way or you do not return the faulty Viewing Card, or if it is lost or stolen, Sky can charge you the cost of replacing it. Sky will make invalid any Viewing Card that you tell it does not work and is replaced, or is lost or stolen.

8. Liability

Sky and its agents will not be liable under these Conditions for:

- (a) any fault in a Box or other receiving equipment you use, which are supplied under a separate contract;
- (b) any fault in your Viewing Card caused by you tampering with it, your negligence or your failure to follow our instructions, or these Conditions;
- (c) use of a Viewing Card with any decoding apparatus we do not authorise;
- (d) the act of ending this Contract in accordance with Condition 11;
- (e) any delay or failure by us to provide the Service (or any part of it) or failure to provide the magazine (if applicable) caused by events outside our or their reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;
- (f) any damage to separate devices or digital content that belong to you where such damage would not have been caused if you had followed our reasonable instructions.

- (g) any loss or damage caused by us, or any of our respective officers, employees or agents in circumstances where:
 - (i) there is no breach of a contractual obligation or legal duty of care owed to you by us, or by any of our employees or agents; or
 - (ii) such loss or damage was not contemplated by both you and us at the time we entered into this contract.
- (h) any loss or damage caused by us, Sky or any of our respective employees or agents to the extent that such loss or damage results from any breach by you of these Conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach was the most significant cause of the loss or damage.

Where another member of the Sky UK Limited group of companies is acting as agent for Sky, that company has no liability to you.

This Condition shall not affect any liability we may have to you for death or personal injury as a result of our or Sky's negligence, or for fraudulent misrepresentation. We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you if the Service we supply is not of satisfactory quality or fit for purpose or does not match the description. This Condition 8 shall not affect any such liability we have to you.

9. Copying and Copyright

- (a) You must not do (or allow to be done) any of the following:
 - (i) copy (except as permitted under the Copyright Designs and Patents Act 1988 ("Act"), as amended from time to time), redistribute or relay any of the Channels or any Additional TV Services or any part of them, or otherwise deal with the Channels or any Additional TV Services or any part of them other than as permitted by the Act. The exceptions in the Act are limited and you must make sure that you are legally entitled to rely on one of them; or
 - (ii) sell or make any charge for watching any Channel or any Additional TV Service or programme; or
 - (iii) show any Channel or any Additional TV Service to the public, even if no charge is made.
- (b) We may disable or alter remotely certain functions of your Box so as to prevent you from copying the Channels or any Additional TV Services and we may prevent you receiving the Service if your Box allows copying of any Channels or any Additional TV Services which we are bound by contract to prevent.
- (c) You agree that you will not, and you will not allow anyone else to:
 - (i) tamper with or modify the signal of any Channels broadcast to or Additional TV Services made available on your Box; or
 - (ii) alter, cover, modify or remove any graphics, logos or other on-screen text or images appearing on any broadcast, download or stream of a programme or event on any Channel or Additional TV Service.

10. Changing the Conditions

- (a) Sky may not change or add to Conditions 2(d) or (e), Condition 3(d), Condition 8 or this Condition 10 except for security, legal or regulatory reasons.
- (b) We may change any other Conditions for the reasons stated in Condition 15 (a) or 15 (b) provided that if you reasonably consider that you would be materially disadvantaged by this you may end this Contract under Condition 11(a), even if you are within your Minimum Term.
- (c) Unless the change is required to be made immediately for valid legal or regulatory reasons in which case we will notify you as soon as reasonably possible, you will receive at least 31 days' notice of any changes to these Conditions. This right to vary will not be used to change the terms of any special offer which applies to you and you have accepted during the term of the offer.

11. How long your Contract lasts

Unless Conditions 11(a) or (b) apply, you must subscribe to the Service for at least the Minimum Term and you cannot cancel your subscription during the Minimum Term. If you do not subscribe to the service for at least the Minimum Term you will breach these conditions. The Contract will continue after the Minimum Term unless it is ended according to the Conditions below. Conditions 5, 6 and 7 will continue to apply after this Contract ends until you return your Viewing Card to Sky.

- (a) You may end this Contract at any time including during the Minimum Term by giving us 7 days' notice within 21 days of receiving notice from us if:
 - (i) we tell you we are going to change these Conditions under Condition 10(b) and you reasonably consider that you would be materially disadvantaged by this; or
 - (ii) we withdraw any Sky Premium Channel, Stand-alone Premium Channel or premium bonus channel you chose so that you would be left with no standard definition or high definition variant of the Channel or collection of channels (as applicable) or are unable to receive the content as part of your chosen Option; or

- (iii) **monthly add-on** you are currently receiving, unless you can still access the channels or category of **on demand content** you received as part of that monthly add-on as part of your option.
- (iv) you reasonably consider that you would be materially disadvantaged by any reduction in the number of Channels within, or the level of service of, your chosen Basic Pack or any reduction in the number of Channels within your Monthly Add-on.

You may end this Contract by giving us 7 days' notice at any time (including during the Minimum Term) if we break any of the Conditions. If you want to end the Contract for any other reason you may do so at the end of or after the Minimum Term, by giving us 31 days' notice.

- (b) We can immediately suspend provision of all or part of the Service and/or provision of the magazine (if applicable), and/or end this Contract by giving you seven days' notice at any time (including during the Minimum Term) if:
 - (i) you break any of the Conditions, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (for example if you break Condition 3(h), Conditions 5(c), 5(d) or 5(g), or Condition 9) we may exercise this right immediately;
 - (ii) you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending the Service and/or this Contract; or
 - (iii) we have reasonable grounds to suspect fraud or any other unauthorised activity
- (c) Except where Condition 11(b) applies, we will not end this Contract during the Minimum Term. We may end this Contract after the Minimum Term by giving you 31 days' notice.
- (d) We will not refund any Subscription Payments or other payments made under this Contract if we end this Contract because you have broken the Conditions. If during the Minimum Term we end this Contract in accordance with Condition 11(b), you will have to pay us an early termination charge. The early termination charge shall not be any more than the charges you would have paid for the remainder of your Minimum Term (assuming you would have continued to subscribe to the same Option and Stand-alone Premium channels) less any costs we save, including the cost of no longer providing you with the Service and the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your Option (where permitted) and/or removing any Stand-alone Premium Channels in accordance with this Contract, provided such change takes effect before this Contract ends. Unless you tell us otherwise, we may charge your early termination charge directly to any of the credit or debit cards which you have provided us with details of, e.g. when you paid for your Box or installation, and by accepting the terms of this Contract, you authorise us to do so. We will give you reasonable notice before making the charge. For more information about these charges go to sky.com/earlytermination

12. Right to transfer the Contract and Third Parties

- (a) We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.
- (b) This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 12(a).

13. Notices

- (a) Where we are required under this Contract to give you notice it must be in writing. We will send notices using any of the contact details we hold for this purpose (including, unless you tell us otherwise, to the primary email address we hold for you). If we send you any notice with any other document, such as the magazine, the notice will be clearly marked and, if sent by post, will be on a separate sheet of paper.
- (b) You must provide us with accurate, true and correct contact details. You must keep this information up-to-date and check the primary email account we hold for you regularly.
- (c) Any notice you give us to end this Contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone **0818 719 829**. Notice given by these means will be processed immediately (but, for the avoidance of doubt, you will still be required to serve the notice period described in Condition 11(a)). You can also write to us (**Sky Ireland Limited, c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us via your **My Sky** account on <http://contactus.sky.com>. Notice given by these means will not be effective until we have spoken to you and verified your account. We will acknowledge written requests

by return letter or email and will contact you by phone to verify you as the account holder and process your cancellation. More information on how to cancel can be found at: <http://help.sky.com/my-account/billing-and-subscription/remove-a-package-or-cancel-your-subscription>.

14. Law and geographical limits

- (a) This Contract is governed by English law, unless you live in Scotland, Northern Ireland or the Republic of Ireland in which case it will be governed by Scots law, Northern Ireland law or ROI law (as applicable). Any disputes under this contract shall be dealt with by the courts of the country whose law governs your Contract, unless you live in Scotland, Northern Ireland or the Republic of Ireland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.
- (b) This Contract only applies if your Address is in either the UK or Republic of Ireland. If you move home from the UK to the Republic of Ireland or vice versa then you will need to enter into a new Sky digital Subscription Contract for the country you are moving to. Your Subscription Payment and the channel line up available to you may change as a result of such move.

15. Reasons for changes

- (a) We may make changes in accordance with the other Conditions of this Contract for any of the following reasons:
 - (i) The Service is a variable in nature with variable prices (this means it may be changed, altered, improved or added to at Sky's discretion as this ensures we respond to customer needs and remain competitive);
 - (ii) We intend to change the way we structure our products and services;
 - (iii) We are introducing new programmes, content, products or services;
 - (iv) The cost to Sky of providing the Service increases (for example, we have to pay third parties more for their content);
 - (v) Other costs associated with running our business increase (for example, we invest in improving customer support);
 - (vi) To introduce new charges where the cost of running our business increases.
 - (vii) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience);
 - (viii) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our digital satellite platform);
 - (ix) We reorganise the way we structure or run our business;
 - (x) Valid legal or regulatory reasons; or
 - (xi) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.
- (b) We provide the Service on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes in accordance with the other Conditions of this contract for reasons other than those set out in Condition 15(a) above.

SKY MULTISCREEN SUBSCRIPTION

1. Under these Conditions you can take out one or more extra subscriptions ("**Sky Multiscreen Subscriptions**") to the Service you receive under your first Sky digital Subscription Contract. You cannot select a different Service for your Sky Multiscreen Subscription(s). Any terms used and not defined here have the same meaning as given in your Sky digital Subscription Contract. "**Conditions**" means these conditions of your Sky Multiscreen Subscription.
2. To take out a Sky Multiscreen Subscription you must have a current Sky digital Subscription Contract that is, or was, subject to a 12 month Minimum Term, be aged 18 years of age or over and resident in the UK or Republic of Ireland.
3. The Sky Multiscreen Subscription charges we have notified to you will be collected automatically in advance each month by Direct Debit or credit card with your monthly Subscription Payment. We can alter your Subscription Payment Direct Debit or credit card instruction for this purpose.
4. (a) In addition to the rights we have in Condition 5 below to increase your Sky Multiscreen Subscription, we can increase the price of Sky Multiscreen Subscriptions for a reason stated in Condition 15 (a) or 15 (b) of

your Sky digital Subscription Contract by giving you at least 31 days' notice. If you want to end a Multiscreen Subscription after the first 12 months of that Multiscreen Subscription (in accordance with Condition 9 below) because you don't want to pay the higher price let us know within 21 days of receipt of our notice. If you do this you will not have to pay the price increase for that Multiscreen Subscription (and if your latest bill already includes the higher price we will refund the difference to you in your next or final bill).

- (b) In the first 12 months of any Sky Multiscreen Subscription:
 - (i) we can increase the price of Multiscreen Subscriptions in accordance with Condition 4(a) in any 12 month period;
 - (ii) the price increase will not affect you during the first 60 days of the Sky Multiscreen Subscription in question; and if a price rise is delayed for this reason the 12 month period referred to in Condition 4(b)(i) above will start on the date your price would have increased but for the delay
 - (iii) the price increase will not be more than (A) 10%, or (B) the increase in the UK Retail Price Index over the 12 months before we tell you about that price increase, whichever is the greater.

5. We may also increase your Sky Multiscreen Subscription:

- (a) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects your Sky Multiscreen Subscription payments directly or our pricing structure generally; if this happens we will try to give you as much reasonable notice as possible; or
- (b) if you break these Conditions and we exercise our rights under Condition 8(b) below.

The limits in Conditions 4(b)(i)-(iii) do not apply if we increase your Sky Multiscreen Subscription for a reason set out in this Condition 5.

6. Each Sky Multiscreen Subscription must only be viewed at the same Address as your first subscription. At all times while any Sky Multiscreen Subscription is in place;

- (a) the Box used to receive the Service under your first subscription and the Box(es) used to receive your Multiscreen subscription(s) must at all times be connected to any residential broadband service you receive, provided the Box can be connected and we have supplied the equipment necessary to establish the connection;
- (b) if your Boxes are connected to your broadband router (or to a fixed operational telephone line) you must allow us to collect information through the connection, including Box location information;
- (c) the Viewing Card must be kept in your Box; and
- (d) the Box must be connected to a mains supply.

You must give Sky or its agents reasonable access to inspect the Boxes at your Address to check that any Box used to receive a Multiscreen subscription is located at the same Address as the Box used to receive services under your first Sky digital subscription.

Unless we tell you otherwise, the number of Boxes that Sky can install to receive subscriptions at your Address via one minidish is restricted to a maximum of eight: Standard Sky boxes or four Sky+/Sky+HD boxes or combinations of these (e.g. four Standard Sky boxes and two Sky+/Sky+HD boxes). Sky will provide an additional Viewing Card for each Sky Multiscreen Subscription you take out unless the Box to be used is already equipped with one.

7. Your first Sky digital Subscription Contract must stay in force at all times during your Sky Multiscreen Subscription(s). If your first Sky digital Subscription Contract ends for any reason then this Contract for your Sky Multiscreen Subscription(s) will automatically end at the same time. Condition 10 below will still apply.

8. If you break any of these Conditions other than the requirement to keep your first Sky digital Subscription Contract in force at all times during your Sky Multiscreen Subscription, we can:

- (a) end all or any of your Sky Multiscreen Subscription(s) by giving you at least 7 days' notice; or
- (b) end your entitlement to the Sky Multiscreen Subscription price on giving you at least 31 days' notice (in which case the terms of the Sky digital Subscription Contract will apply to your Sky Multiscreen Subscription(s)) in place of these Conditions, and you will immediately pay the then current full price for the Service you are receiving under these Conditions.

9. If we break these Conditions then you can end all or any of your Sky Multiscreen Subscription(s) (including during the Minimum Term) by giving us at least seven days' notice. Either of us can end each of your Sky Multiscreen Subscription(s) after the first 12 months of that Sky Multiscreen Subscription by giving the other 31 days' notice.

10. **Each Sky Multiscreen Subscription must stay in force for at least 12 months from the date the relevant Box is first activated to receive the Sky Multiscreen Service (“Minimum Term”). Unless you or we are entitled to end the Multiscreen Subscription early, you cannot cancel your Multiscreen Subscription during the Minimum Term and if you do not subscribe for the Minimum Term you will breach these Conditions. You will have to pay us an early termination charge if we end any of your Sky Multiscreen Subscriptions or they automatically end before the end of the relevant Minimum Term unless the Sky Multiscreen Subscription ends because you have ended your Sky digital subscription during or after its minimum term:**

- (a) **for one of the reasons set out in Condition 11(a)(i) - (iv) of your Sky digital Subscription Contract; or**
- (b) **because we have broken any of the Conditions of your Sky digital Subscription Contract.**

The early termination charge under this Contract shall not be more than the charges you would have paid for your Sky Multiscreen Subscription(s) for the remainder of the relevant Minimum Term less any costs we save, including the cost of no longer providing you with the Service, less benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your early termination charge directly to any of the debit or credit cards which you have provided us with details of (e.g. when you paid for your Box(es) or installation), and by accepting the terms of this Contract you authorise us to do so. We will give you reasonable notice before making any charges. For more information about these charges go to sky.com/earlytermination.

11. Insofar as they are relevant, the terms of the Sky digital Subscription Contract apply to each Sky MultiscreenSubscription, as varied by these Conditions.

SKY STORE & SKY BOX OFFICE TERMS AND CONDITIONS

These are the Terms and Conditions that you must keep to if you want to purchase Events offered by Sky on a pay-per-view or rental basis on Sky Box Office (SBO) or Sky Store. Any terms used and not defined will have the same meaning as given in your Sky digital Subscription Contract.

1. Definitions

Conditions: these conditions and any changes we may make to them.

Contract: this contract between you and us, of which the Conditions form part, authorising you to receive Events.

Event: each television programme or event offered to you by Sky on a pay-per-view or rental basis within the service known as Sky Box Office or Sky Store (but not the Sky Box Office or Sky store service on Sky Go which is subject to different terms).

Payment: the amount you must pay us for each Event that you order.

Sky digital Subscription Contract: the Contract you have with Sky enabling you to receive the Service.

2. Events

- (a) To purchase any Event, you must be a current subscriber under a Sky digital Subscription Contract. Subject to these Conditions we will supply to you any Event that you order and you are permitted to receive via your Box.
- (b) If you purchase any Event by calling us by telephone (for which a reasonable administration charge may apply where this method of purchase is offered), then you will be charged in full for that Event even if you don't tune into it for any length of time unless you cancel your purchase of that Event before the start time of that Event (if you wish to cancel your purchase please call us using the same telephone number you used to place your order).

We will tell you what the administration charge is during your telephone call. If you decide not to proceed with the purchase you will not have to pay the charge.
- (c) If you purchase any Event automatically using your Box's remote control and you tune into it for any length of time (however short), you will be charged in full for that Event. However, if you do not tune into the relevant channel at any point during the showing of that Event, or access the recording or download of the Event, then you will not be charged for it.
- (d) We can cancel or withdraw any Event at any time. If we do we shall try to advertise the cancellation or withdrawal on your television screen and you will not be liable to pay for it. If an Event is made up of a number of events (e.g. a number of football matches), we can change the event pack. We may change the time at which any Event is shown, and if so we will advertise the changed time on your television screen.

3. Payment

- (a) We will tell you in advance what the Payment will be for any Event. We will calculate each month and tell you what Payments you owe us for Events that you have ordered. Payments will be payable by you in the same way as you have chosen to pay your Subscription Payments under your Sky digital Subscription Contract and you will allow us to charge Payments under the Subscription Payment Direct Debit/credit card instruction that you have given to us.
- (b) We may from time to time assess your credit standing using credit scoring, and may use information from, and supply information to, outside agencies for this. We will apply reasonable practices for administering your account based on the result of that scoring.
- (c) If your address is in the Republic of Ireland, a different charge for any Event may be payable by you in euros. If we do not quote a different price for such Events you shall pay us the equivalent price in euros. All prices include VAT (or equivalent) where applicable.

4. Viewing Card

- (a) Your Viewing Card will be enabled for each Event for which we have accepted your order, unless you cancel under Condition 2(b) or 2(c) above, or Conditions 2(g) or 6(b) of the Sky digital Subscription Contract apply.
- (b) All of your obligations relating to the Viewing Card set out in your Sky digital Subscription Contract apply in respect of use of the Viewing Card to receive any Event.

5. Liability, Copying and Copyright

- (a) We will not be liable under this Contract for any Event because of our failure to provide the Event for reasons outside our reasonable control or because of anything for which we have excluded liability under Condition 8 of the Sky digital Subscription Contract.
- (b) You must not do (or allow to be done) any of the following in respect of any Event:
 - (i) copy, redistribute or relay any of the Events;
 - (ii) sell or make any charge for watching any Event;
 - (iii) show any Event to the public, even if no charge is made;
 - (iv) tamper with or modify the signal of any Event made available on your Box;
 - (iv) alter, cover, modify or remove any graphics, logos or other on screen text or images appearing on any broadcast, download or stream of an Event.
- (c) We may prevent the copying (for example by video) of any Event. This may be by including signals in the broadcast of an Event which prevent copying of that Event. We may also disable or alter remotely certain functions of your Box so as to prevent you from copying any Event and we may prevent you receiving Events if you make use of additional decoding equipment (not supplied by Sky) that allows copying of Events.

6. Changing these Conditions and Termination

We may not change or add to these Conditions for any Event after you have ordered it. If we wish to change the Conditions for future Events, we will tell you, for example by publishing new Conditions in the magazine, via your on-screen Sky Guide or by a separate notice. We may refuse your order for any Event in our reasonable discretion. We may also (after we have accepted it) terminate this Contract if at any time:

- (i) you have not made any payment which is due to us;
- (ii) you have broken any of these Conditions in relation to any Event;
- (iii) you have broken any of the Conditions of your Sky digital Subscription Contract.

7. Miscellaneous

These Conditions only apply if you live in the UK or Republic of Ireland. Condition 8 (Liability), Condition 12 (Transfer), Condition 13 (Notices) and Condition 14 (Law) of the Sky digital Subscription Contract shall apply to this Contract to the extent that they are not inconsistent with these Conditions. These terms do not apply to commercial subscribers. Certain Events may only be available to certain categories of subscriber (for example, subscribers to certain Options) or only to subscribers in certain areas. We will make this clear when the relevant Event is offered. **There are time limits on how long you can retain and view any recorded Event. Details of these time limits are provided to you at the time of purchase or will be displayed on your Sky Planner. Stopping, pausing or re-starting content will not extend the time limits for viewing that content. Once the relevant time limits have expired, the content will be automatically deleted.**

ADULT NIGHTLY

Subscribers who wish to purchase programming offered by Sky on a pay-per-night basis on Adult Nightly services do so on these Adult Nightly terms and conditions. These Adult Nightly terms and conditions shall be the same as those for Sky Box Office except that:

- all references to Sky Box Office shall be read as references to the relevant Adult Nightly service
- all references to Events shall be read as references to Programming Nights, being each television programme or event offered by Sky on the relevant Adult Nightly service on a pay-per-night basis; and
- the programming for any Programming Night may change from that advertised.

INSTALLATION TERMS AND CONDITIONS

These are the terms and conditions under which we will install Digital Satellite Equipment at your Address. We are Sky Ireland Limited, a company within the Sky group. References below to “Sky”, “we” or “us” shall be read as references to Sky Ireland Limited.

You can call us in relation to this Contract on 0818 719 829.

1. Definitions

In this Contract:

Address: the address of your home in the Republic of Ireland, where the Digital Satellite Equipment is to be installed.

Box: an authorised digital satellite decoder including remote control but not including any associated equipment (such as the Minidish).

Digital Satellite Equipment: digital satellite receiving equipment including Box(es) and Minidish that we will deliver and install for you at your Address. Please note, if you live in a property with a communal satellite system, we will not deliver and install a Minidish, but we will connect your Box(es) to the communal satellite system.

Minidish: the dish enabling reception of digital satellite broadcasts.

2. Access to Property

- We will organise a day for installation which is convenient to both of us, subject to the availability to us of the necessary Digital Satellite Equipment.
- You must ensure that we are able to access your Address on the appointed day to deliver and install your Digital Satellite Equipment.

3. Consents and Permissions

The installation of your Digital Satellite Equipment may require the agreement or consent of someone else, for example your landlord or the local council or authority. You are responsible for ensuring that all these agreements and consents have been obtained before we install your Digital Satellite Equipment.

4. Additional Works

- A “standard installation” assumes that no additional cabling, bracketry or other equipment is required or any works which are beyond the scope usual in a normal installation. An installation may not be standard where, for example, your Minidish needs to be sited above two storey, or more than 20 metres away from your Box. A ‘standard’ installation further assumes that if you already have satellite equipment, your existing cabling will be used in the connection of the Digital Satellite Equipment.
- If the installation of your Digital Satellite Equipment is not standard you will be charged a reasonable sum for any additional equipment or works that are required. We will advise you about these charges before we install the Digital Satellite Equipment, which may need to be re-arranged for another time. Alternatively, if you do not agree to those charges, you may cancel your installation, and Sky or its retail agent will repay anything you have already paid for it.
- If you already have satellite equipment installed at your Address, then some of this equipment may be used for the installation and use of your Digital Satellite Equipment. Where any existing equipment needs to be upgraded or replaced this will be carried out as part of the installation. Unless you tell us otherwise, for example because you do not own the equipment, the installer will take away any equipment that has been replaced.
- If you already have satellite equipment and you wish to continue using it and/or have it relocated at your Address, you must tell us at least 24 hours prior to the installation, and in that case a separate installation charge may be payable by you. If so, we will advise you of the amount of this charge, which must be paid before the day of installation of your Digital Satellite Equipment.

Please call 0818 719 829 for further details and full installation options.

- (e) If you have taken a Sky Box with a Sky Multiscreen subscription(s), then as part of the installation you must allow us to connect your Box(es) to any residential broadband service you receive, provided we supply the equipment necessary to establish the connection(s).

SKY BOX AND MINIDISH WARRANTY

The Digital Satellite Equipment comes with a warranty against faults arising in the first 12 months after installation. The 12 month warranty also covers cabling and/or installation faults. The following are not covered by the warranty: faults arising from misuse, accidental or deliberate damage, damage arising from use of equipment that is not supplied by or on behalf of Sky with the Digital Satellite Equipment, cosmetic damage which does not affect the functionality of the Digital Satellite Equipment or damage caused by events outside the reasonable control of Sky or its equipment suppliers. To report a fault, please call Sky on 0818 719 819. If a reported fault cannot be remedied by one of our engineers during a visit to your home, then Sky will replace the faulty Box or Minidish, or the faulty component of it. Any replacement equipment will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent). Sky will warrant any repair or replacement until the later of the end of the original 12 month warranty period or 3 months from the date it was carried out. This warranty is provided by Sky Ireland Limited, only applies to equipment ordered from Sky (or a retailer acting as Sky's agent), and does not apply outside the Republic of Ireland. If you live in a property with a communal satellite system, this warranty does not cover that system. This warranty does not affect your legal rights for example in relation to Sky supplying Digital Satellite Equipment which is not of satisfactory quality or not performing the installation with reasonable care and skill. If you require any advice on your legal rights you can refer to www.consumerhelp.ie.

YOUR RIGHTS TO CANCEL YOUR ORDER

Notice of your statutory right to cancel in your cooling off period

Please note:

Please refer to your Subscription Contract for information about when and how you can end your Contract once your cooling off period has ended.

Cancellation period: You have the right to cancel your order for a Sky box and minidish, related subscription or other product (e.g. remote control, tvLINK) without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery; (ii) installation; or (iii) receipt of the relevant terms and conditions for that product/service.

Please note:

The right above does not apply in the case of a subscription if you asked for it to be made available during the cooling off period and Sky agreed you to acknowledge that you would lose the right to cancel at that point and you did so.

- For Sky Box Office events/movies ordered by phone or online via sky.com you cannot cancel your order once your event or movie starts.
- For Sky Box Office events/movies and Sky Store rentals ordered using your Sky remote control you cannot cancel your order once you have started watching the event, movie or rental.
- If you have only ordered subscription(s) from us you can cancel your order for them at any time before the Viewing Card is used to receive the relevant subscription service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

- calling 0818 719 829;
- writing to Sky Ireland Limited c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
- visiting the "Contact Us" section at sky.com and requesting that we cancel your service via My Sky.

You must give your name, customer account number, address, post code, telephone number and, where available, your email address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by email, or letter if we do not have an email address for you.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. box, remote control, TVlink ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order, including for any Sky Box Office or Sky Store purchases. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise. Cancellation of orders for other products will not affect your Sky digital subscription.

Return of Equipment: If you cancel a contract you are responsible for returning the Equipment provided under that contract without undue delay using the returns method provided with the Equipment. You are responsible for the costs of returning the Equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any Equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

Discounts: If you have received any discounted Equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your Equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the Equipment and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.consumerconnect.ie

YOUR SKY DIGITAL PACKAGE

Here is what is currently available to you in your chosen Option.

BONUS PACK	ENTERTAINMENT PACK			
These channels are included with the Entertainment Pack	Alibi*	DMAX*	National Geographic*	STAR Plus
RTÉ One	Animal Planet*	Eden*	Nat Geo Wild	Syfy*
RTÉ 2	At The Races	E!	QUEST*	TCM
RTÉ2 HD	B4U Movies	Eurosport	Sony Max	TLC*
RTE Junior	B4U Music	Eurosport 2	Sony Mix	Universal*
TG4	Boomerang*	FOX*	Sony ETV	VH1
BBC One†	Comedy Central*	GOLD*	Sony Sab	Virgin Media Two
BBC Two†	Comedy Central Extra*	Good Food*	&TV	W
BBC Two HD†	Crime & Investigation	Home*	Sky1*	Zee TV
BBC One HD†	Network*	H2	Sky2	Zee Cinema
BBC Four†	Dave*	History*	Sky Arts	Zee Punjabi
CBBC Channel†	Discovery Channel*	Investigation	Sky Atlantic*	Zing
Cbeebies†	Discovery History*	Discovery (ID)	Sky Living*	
Channel 4*	Discovery Home & Health*	Lifetime	Sky Sports Mix	
E4*	Discovery Science*	Movies 24	Sky Sports News HQ	
More 4	Discovery Shed	Movies 24+	STAR Jalsha	
Oireachtas TV	Discovery Turbo	MTV*	STAR Gold	
RTÉ News		MTV Base	STAR Life OK	
RTÉ One HD		MTV Classic		
Virgin Media One		MTV Dance		
Virgin Media Three		MTV Hits		
		MTV Music		
		MTV Rocks		

SKY BOX SETS	SKY KIDS	SKY HD	
Discover a huge range of on demand Box sets, from latest shows to the classics as well as our exclusive shows from Sky channels that you can't find anywhere else.	Cartoon Network*	Alibi HD	Sky Sports Mix HD
	Boomerang	Comedy Central HD	Animal Planet HD
	Nickelodeon*	Dave HD	Boomerang HD
	Nicktoons	E4 HD	Cartoon Network HD
	Disney XD*	E! HD	Crime & Investigation
	Disney Channel*	FOX HD	Network HD
	Disney Junior*	Film 4 HD	Discovery HD
	Nick Jr.*	Good Food HD	Disney Channel HD
	Cartoonito	More4 HD	Disney XD HD
	Nick Jr. Too	MTV HD	Disney Junior HD
	BabyTV	Sky1 HD	Eden HD
		Sky Arts HD	Eurosport HD
		Sky Atlantic HD	Eurosport 2 HD
		Sky Living HD	History HD
		Sky News HD	Lifetime HD
		Sky Box Office HD1 (charges apply)	MTV Live HD
		Sky Sports Box Office HD (charges apply)	National Geographic HD
		STAR Plus HD	Nat Geo Wild HD
		Syfy HD	Nickelodeon HD
		TLC HD	Sky Sports News HD
		Universal HD	Sony ETV HD
		Watch HD	Sony MAX HD
			& TV HD
			TMC HD

Non-Subscription HD Channels - NHK World HD is available without any subscription.

* Programmes shown on these channels are repeated 25 mins - 2 hours later on their + channel(s) (not listed).

† Available without a subscription.

Even if you don't subscribe to Sky digital, you'll be able to enjoy more than 200 non-subscription TV and radio channels on digital satellite including Sky News, Challenge, PICK TV, Film4, Bliss, Scuzz, CNN International, Bloomberg and The Community Channel. The radio channels include: Absolute • Gold • XFM • Classic FM • Planet Rock • Heart • talkSPORT • RTÉ Radio 1 • 2 FM • Lyric FM • Radio na Gaeltachta. These channels are not offered by Sky and their availability is outside Sky's control. Sky will not be liable if they or their content is withdrawn or changed. Your box may need manual tuning to receive some free channels.

You may have selected some or all of the Sky Premium channels below:

PREMIUM PACK		
SPORTS PACK	SPORTS EXTRA PACK	CINEMA PACK
Sky Sports Premier League, Sky Sports Football, Sky Sports Cricket, Sky Sports Golf, Sky Sports F1, Sky Sports Action & Arena	BT Sport 1, BT Sport 2 BT Sport 3, BT Sport ESPN Premier Sports 1 Premier Sports 2	Sky Cinema Action & Adventure Sky Cinema Comedy Sky Cinema Crime & Thriller Sky Cinema Drama & Romance Sky Cinema Greats Sky Cinema Family Sky Cinema Sci-Fi & Horror Sky Cinema Select Sky Cinema Showcase
If you choose the Sky Sports Complete Pack you get all of the sports channels listed above, plus you get the Sky Sports Main Event channel as an additional channel at no extra cost.	If you choose the Sports Extra pack you get all of the sports channels listed above. The BT Sport channels are available in both HD and SD. Premier 1 and Premier 2 are only available in HD - requires HD compatible box.	With the Sky Cinema Pack you get Sky Premiere & +1 as premium bonus channels and Sky Cinema Disney as an additional channel at no extra cost. All Sky Cinema channels are also available in HD except Sky Premiere +1.

Here's what you pay each month for your option: ("TV Packs" in the tables below are Sky Box Sets, Sky Kids and Sky HD):

	Basic Pack only	Sky Sports (€40 extra)	Sky Cinema (€29 extra)	Sky Sports & Sky Cinema (€49 extra)	Sports Extra (€34 extra)	Sky Sports & Sports Extra (€60 extra)	Sky Sports & Sky Cinema & Sports Extra (€69 extra)
Sky Entertainment*	€35	€75	€64	€84	€69	€95	€104
Sky Entertainment* + 1TV Pack	€43	€83	€72	€92	€77	€103	€112
Sky Entertainment* + 2 TV Packs	€51	€91	€80	€100	€85	€111	€120
Sky Entertainment* + 3 TV Packs	€59	€99	€88	€108	€93	€119	€128

*Sky Entertainment costs €5 extra (€40pm) as standard if you do not agree to a minimum term discount or when your minimum term ends.

Plus, here are the stand-alone premium channels you can add on top of your chosen option (all prices shown are per month):

STAND-ALONE PREMIUM CHANNELS

If you need further information or want to change your package, please contact Sky Customer Services on 0818 719 819 or visit www.sky.com

MUTV	LFCTV
The official television channel of Manchester United.	Liverpool Football Club's official television channel bringing you all the news, views, action and reaction from Anfield, Melwood and the club's Academy.

All prices are inclusive of VAT (or equivalent) wherever applicable. You pay the quoted price whatever the applicable rate of VAT. Channels/programmes and prices may vary in accordance with your Subscription Contracts. All prices, offers and information (including channel line-ups) in this booklet are correct at time of going to print (November 2019) and only apply to residential viewers in the Republic of Ireland. You may only use your Viewing Card for private viewing at your home address that you provide to us.

sky



YOUR CONTRACTS

Important information – please read

Sky Broadband and Talk

STBBROITC 1119



SKY BROADBAND AND SKY TALK CONTRACTS

This booklet includes the terms and conditions for Sky's Broadband services and/or Sky Talk services (the "**Contract(s)**").

Please take a few minutes to read carefully the terms and conditions set out below for the products and services you have ordered from Sky.

By using your chosen Sky services you are agreeing to the terms and conditions set out below that relate to those services including any changes to them or the services in accordance with these terms and conditions.

KEY FACTS ABOUT YOUR CONTRACT(S)

Capitalised words represent defined terms. Please see the Glossary at the end of your Contract(s) for details of what these mean.

What do the Service(s) include and can I get them?

- For full details of the Service(s), including the subscription packages available, Sky Talk additional features, eligibility criteria and locations in which they are available, please see www.sky.ie.
- If you take Sky Broadband and request an engineer installation or choose to have an engineer install your Wireless Router, we will confirm the charge (if any) for your appointment when you place your order. Sky will not install fibre optic broadband services where extensive construction over and above standard needs is required. Please refer to the installation terms and conditions set out at the end of this Contract.
- Sky Talk services are only available with Sky Broadband Ultrafast and Ultrafast Max over IP.
- A fair usage policy applies to Sky Broadband Ultrafast and Ultrafast Max. This policy and the associated usage cap are clearly explained at www.Sky.com/Ireland/terms-conditions/broadband/usage-policies

How long does/do your subscription(s) last?

- Your subscription(s) for the Sky Line Rental element of Sky Talk and/or Sky Broadband each have a minimum term which starts on the date each of your services are activated. This was agreed when you ordered your Service(s) and will be confirmed by us in writing before your service(s) start(s).
- If you end your subscription(s) early, you may have to pay an early termination charge (unless you have a right to end them early without charge under **condition 10.4**). For more information on how any early termination charges will be calculated please contact Sky Customer Services using the contact details set out in "[How can I contact Sky?](#)"

Will the price of the Service(s) change?

- We may vary some of the prices for the Service(s). We will give you notice before we do this. However, there may be times when it is not possible to give advance notice, such as when a variation is required as a result of a change in the law or a VAT change.
- Please see **conditions 6.1 and 6.2** headed "[Variations to the price, Services or your Contract\(s\)](#)" for full details including your options when your payments vary beyond the limitations agreed. It is important that you read these so that you understand the scope of the variations we can make to the price of the Service(s) (including during your Minimum Term).

Will the Service(s) change?

- Sky Broadband and Sky Talk are separate and variable services and, subject to certain limitations, may vary from time to time.
- Please see **conditions 6.5 - 6.9** headed "[Variations to the price, Services or your Contract\(s\)](#)" for full details and what this means for you. It is important that you read these so that you understand the scope of the variations we can make to your Service(s) (including during your Minimum Term).

Will your Contract(s) change?

- We may vary the terms and conditions set out in your Contract(s) from time to time where necessary for administrative or technical purposes, to give effect to other conditions of your Contract(s) or as a result of a change in the law or a request or requirement from a regulatory authority. Please see **conditions 6.10 to 6.13** headed “Variations to the price, Services or your Contract(s)” for full details and what this means for you. It is important that you read these so that you understand the scope of the variations we can make to your Contract(s) (including during your Minimum Term).
- The latest copy of the terms and conditions for Sky Broadband and/or Sky Talk are available at www.sky.ie/termsandconditions or on request using the contact details set out in “How can I contact Sky?”
- The agent providing the services hereunder, and all other companies referred to in these terms and conditions will be replaced by Sky Ireland Limited, another company within the Sky group of companies for all customers in the Republic of Ireland and the Contract shall be read accordingly.

When can I cancel my subscription to the Service(s)?

- Please see **condition 8.1** headed “When can you cancel your subscription to the Services?” for more details.
- Outside of your Minimum Term, you can also cancel your subscription by either transferring your Service(s) to an alternative service provider or giving us **31 days’ notice** at any time (depending on what type of service you are moving to (if any)).

What happens if I miss a payment?

- If you fail to make a payment to us when it is due and the sums are not in dispute, we may control, restrict or end the provision of the Services by giving you **at least 7 days’ notice in writing** and/or charge you a fee for late payment. Details of these fees can be found at www.sky.ie/latepaymentfee

Will the Services affect the operation of my home alarm system?

- If you have ordered fibre and a faceplate change is required please inform your alarm supplier that prior to the installation date they will need to disconnect any phone line that is hardwired into your alarm system (bridged) via the faceplate.
- Please see **conditions 6.5 - 6.9** headed “Variations to the price, Services or your Contract(s)” for full details and what this means for you. It is important that you read these so that you understand the scope of the variations we can make to your Service(s) (including during your Minimum Term).

How do offers affect your Contract(s)?

- If you take up a special offer for a Service, your Contract(s) will be varied to take account of the offer terms and conditions.

How can I contact Sky?

You can use the webform available at www.sky.ie/contactus

You can write to us at **Sky Ireland, One Burlington Plaza, Burlington Road, Dublin, Dublin 4.**

You can call Customer Services for Sky Talk and/or Sky Broadband on **0818 762 917**. Calls to and from Sky Customer Services may be recorded or monitored for training and other purposes.

Please note that calls made to Sky may incur a charge. The current rates for these are set out in our tariff guide at www.sky.ie/callpricing

HOW INFORMATION WE HOLD ABOUT YOU CAN BE USED

Please refer to the Sky Privacy and Cookies Notice (available at Sky.com/privacy) for information about the use of your personal information by Sky Ireland Limited and its group companies. You can request a paper copy of this notice by calling us.

WHAT IS COVERED IN YOUR CONTRACT(S)

PART 1 – TERMS WHICH APPLY TO YOUR SKY TALK AND SKY BROADBAND SERVICES

The basics

1. Who is/are your Contract(s) with?
2. What are the Services?
3. Using the Services
4. Pricing
5. Billing and payments
6. Variations to the price, Services or your Contract(s)
7. How long do/does your Contract(s) last?
8. When can you cancel your subscription to the Services?
9. How we can control, restrict and/or end your Services
10. What happens when you cancel the Services?
 - a. Impact on other Services
 - b. Early Termination Charges
11. Liability
12. Moving Home

Your Equipment and Services

13. Equipment and Software
14. Installation
15. Maintenance, Faults and Repairs

General Legal Conditions

16. General legal terms:
 - Our right to transfer your Contract(s) and third parties Notices
 - Disputes and how we deal with any complaints you may have
 - Law and geographic limits of your Contract(s)
 - No waiver
 - Severability
17. How we use your information?
18. How do offers affect your Contract(s)?
19. Glossary

PART 2 - SKY TALK SPECIFIC TERMS

The basics

5. Billing and payments
6. Variations to the price, Services or your Contract(s)
7. How long does/do your Contract(s) last?
9. How we can control, restrict and/or end your Services
11. Liability

Additional Sky Talk Specific Terms

1. Sky Talk Handset Rental Service
2. Sky Talk Optional Features
3. Sky Talk Spend Limits

4. Sky Talk - Voice Over IP Service Terms
5. Sky Talk Telephone Rental Allowance

PART 3 - SKY BROADBAND SPECIFIC TERMS

The basics

6. Variations to the price, Services or your Contract(s)
7. How long does/do your Contract(s) last?
9. How we can control, restrict and/or end your Services

Additional Sky Broadband Specific Terms

1. Your Wireless Router and Software (including Warranty)

PART 1 – TERMS WHICH APPLY TO YOUR SKY TALK AND SKY BROADBAND SERVICES

Each of the following conditions apply to both the Sky Talk Contract and the Sky Broadband Contract separately. Where appropriate, we have indicated in this Part 1 where your Contract includes additional conditions which are set out in Part 2 (in respect of Sky Talk) or Part 3 (in respect of Sky Broadband). The Sky Talk Contract and Sky Broadband Contract are each made up of this Part 1, as supplemented and varied by Part 2 (in respect of Sky Talk) or Part 3 (in respect of Sky Broadband).

Capitalised words represent defined terms. Please see the Glossary at the end of your Contract(s) for details of what these mean.

THE BASICS

1 Who is/are your Contract(s) with?

- 1.1. Your Contract(s) is/are between you and Sky Ireland Limited ("**Sky**", and "us", "we" and "our").
- 1.2. We may use agents to provide services to you, including our installation partner if you require a faceplate installation.

2 What are the Services?

- 2.1. The services covered by your Contract(s) are Sky Talk and/or Sky Broadband, and ancillary services you take to enjoy them. Sky Broadband and Sky Talk are separate and variable services and subscriptions.
- 2.2. Sky Talk is Sky's home telephone calls service. Sky Talk is delivered via PSTN (Public Switched telephone network) or VOIP (Voice over internet protocol). The delivery method will have been explained to you at point of sale. Sky Talk via PSTN includes a line rental service and Sky Talk via VOIP includes network rental. Sky Talk is Sky's home telephone calls and line rental service ("Sky Line Rental") or network rental ("Sky Network Rental") and any associated Installation Services, including, where requested, the Handset Rental Service ("**Sky Talk**"). Your Sky Talk Contract is made up of this Part 1 (Terms which apply to your Sky Talk and Sky Broadband services) and Part 2 (Sky Talk Specific Terms).
- 2.3. Sky Broadband is Sky's home broadband service and any associated Installation Services ("**Sky Broadband**"), but excludes Sky Broadband Extras and Sky Email, which are governed by different contracts. Your Sky Broadband Contract is made up of this Part 1 (Terms which apply to your Sky Talk and Sky Broadband services) and Part 3 (Sky Broadband Specific Terms).

- 2.4. If you subscribe to both Sky Talk and Sky Broadband, references in your Contract(s) to “**Services**” apply to both Sky Talk and Sky Broadband services. If you just take Sky Talk, or you previously subscribed to Sky Talk and Sky Broadband but your Sky Talk Contract has ended so you only retain Sky Broadband, references in your Contract to “**Services**” means Sky Talk or Sky Broadband only (as applicable).

3. Using the Services

- 3.1. We will provide the Services for private domestic use by you at your Address. Sky Talk over VOIP is only for use with the Sky Broadband service provided under this contract.
- 3.2. You may not use the Services for any commercial or business purpose. If you use the Services for any commercial or business purpose or you use the Services, or allow them to be used, at any address other than your Address we will have the right to control, restrict and/or end your Services in accordance with condition 9.4.
- 3.3. You and any additional users must use the Services in accordance with your Contract(s) and the Usage Policies. The Usage Policies form part of your Contract(s) and are available at www.sky.ie/usagepolicies
- 3.4. You will be registered as the primary user of your Services and will be responsible for any other people you allow to use or access the Services or anyone else you nominate as an additional user.
- 3.5. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Services or Equipment by you or anyone you have allowed to use the Services or Equipment (including if such use arises from you not taking the steps reasonably necessary to prevent unauthorised use of the Services or Equipment).
- 3.6. You and any additional user must not in any way use any logos or trade-marks of Sky, the Sky group or any of Sky’s licensors, affiliates, business partners, data processors, service providers or agents.

4. Pricing

- 4.1. The current prices for Sky Talk (including Sky Talk subscription fees for calls packages and line rental, network rental, call rates, Installation Services and any handset rental charges) are set out in our tariff guide available at www.sky.ie/callpricing The current prices for Sky Broadband including subscription fees, Installation Services and delivery charges, are set out at www.sky.ie/broadband

All our prices and tariffs are also available by post or by calling Sky. Please regularly check the tariff guide and the websites above or call Sky for current prices. The price you pay may depend on what other Services you subscribe for, as set out in condition 10.3.

- 4.2. If we have agreed a special price with you, for example as part of an offer, you will pay that agreed price for the agreed period of time and your Contract(s) will continue to apply subject to the terms of that offer.
- 4.3. For a one-off charge (“Smart Connectivity Fee”) we will enable for 12 months enhanced broadband connectivity when you use a Sky Q Wireless Router with a Sky Q box (“Smart Connectivity”). If your Smart Connectivity ends within 12 months of it being enabled because either this Contract or ‘Your contract for Republic of Ireland residential TV services’ ends in each case in circumstances where an early termination charge does not apply under that contract we will refund you a pro-rated amount of the Smart Connectivity Fee for any unused period. After 12 months the Smart Connectivity will continue to be enabled and no further charge will apply automatically. If we introduce a further charge we will tell you what it is by giving you at least one calendar months’ notice in writing.

5. Billing and payments

- 5.1. You agree to pay for each Service you choose to subscribe to on the due date. You will be charged for each Service from the date that Service is Activated.
- 5.2. You must pay for the Services by Direct Debit or continuous debit or credit card payment. Please note that an administration charge may apply to customers who, as a result of missing a payment due to us, pay for their Services on an invoice basis for more than 6 months, see our tariff guide for details (www.sky.ie/callpricing).
- 5.3. We will bill you monthly in advance for any subscription charges in relation to the Services (and any other amount we have told you is payable). Unless otherwise requested by you or unless you are a Sky digital TV customer, we will bill you for the Services on the same date each month as the date your Services were Activated. If you are a Sky digital TV customer, we will bill you for the Services on the same date and via the same payment instructions as for your Sky digital TV bill.
- 5.4. We will bill you monthly in arrears for any usage charges (eg call charges) that apply in relation to your Services. We will endeavour to ensure that usage charges appear on the next bill you receive after you incur them, but sometimes they may appear on a later bill and you will stay liable for these charges until they have been paid by you.
- 5.5. If you are able to receive bills electronically within our online customer account on sky.com (for example, My Sky) (which you can access at www.sky.ie/myaccount), by email or via your Sky digital TV set-top box and you agree that we may do so when you provide us with your email address, we will email your bill to you or post your bill electronically within our online customer account on sky.com (for example, My Sky) and, if you are a Sky digital TV customer, on the Sky Customer Service zone on Sky's interactive service accessible via your set-top box. If you want us to send a paper bill to your Address free of charge, you must request this from us by contacting Sky Customer Services using the contact details set out in "How can I contact Sky?"
- 5.6. We may automatically alter your Direct Debit or credit card instruction if the price of your Services changes for any reason. We may also charge any other payment due under your Contract(s) under your Direct Debit or credit card instruction together with any other payments which you agree we may charge under that instruction.
- 5.7. Payments you make to Sky and any credits on your account may be applied against any amounts you owe us for any Sky service (including the Services or any services covered by another contract, such as Sky digital TV or Sky Email).
- 5.8. If you do not make any payment payable to us by the due date for payment, we may charge you a late payment fee. Details of such fees can be found at www.sky.ie/latepaymentfee
- 5.9. (Sky Talk customers, please see additional conditions in Part 2 (Sky Talk Specific Terms).)

6. Variations to the price, Services or your Contract(s)

Price

- 6.1. We may make variations to the prices for the Services and if we do, we will notify you in accordance with condition 6.3.
- 6.2. If we increase the price of the Sky Broadband package or the Sky Talk package, we will notify you of this at least a month in advance, during which time you may end your subscription under that Contract if you contact us on 0818762917, confirming that you wish to do so.

6.3. We will give you at least **31 days' notice**:

- (a) in writing by letter or email, before any of the prices for the Sky Talk calls package, Sky Broadband package and/or of Sky Talk line rental vary (as applicable to your Services);
- (b) either by letter, email, by posting notices on www.sky.ie/pricingupdates (which you should check regularly for updates) or by any other suitable method, before any of the prices for any of the Optional Features vary, or before the prices for the Services vary where required by a change in the law or a request, requirement, direction, decision, guideline or code of practice issued by a regulatory authority with appropriate power, or because of a VAT change and/or if the price for the Services is reduced, unless we are required to make variations to the prices for the Services earlier, because of a change in the law or a request or requirement from a regulatory authority and/or because of a VAT change (in which case we'll let you know **as soon as reasonably possible**).

6.4. We will let you know **in advance** (either by letter, email, by posting notices on www.sky.ie/callpricing (which you should check regularly for updates) or by any other suitable method) if we make any of the variations to Sky Talk prices, unless we are required to make variations to the prices for the Services earlier because of a change in the law or a request or requirement from a regulatory authority and/or because of a VAT change (in which case we will let you know **as soon as reasonably possible**).

Services

6.5. Sky Talk and Sky Broadband are separate and variable Services, and we may make the variations set out in this condition 6.5 to the Services. We will notify you of such variations in accordance with conditions 6.6 and 6.8. As they form part of your contractual conditions any variations we make within these parameters or for these reasons are not a modification of your Contract(s):

- (a) we may add to the range and features of the Optional Features available or we may remove or change any Optional Feature that you do not currently use, or we may make reasonable variations to the Optional Features that you currently use in order to provide an operationally efficient service to you;
- (b) we may provide your Services through a different network, as long as this does not have a significantly adverse effect on the Services you receive, such as your Sky Broadband speed;
- (c) we may vary the date on which your bill is generated and issued to you;
- (d) the Services may vary on a temporary basis where this is necessary for us to carry out maintenance and/or repair activities;
- (e) we may make additions or improvements to your Services. However, if you reasonably consider that an improvement we have made does not result in an improvement to your Service and you reasonably consider that it has resulted in a material detriment to you, you may terminate the Service we have changed under condition 8.1;
- (f) we may vary the Services at any time because of a change in the law or a request, requirement, direction, decision, guideline or code of practice issued by a regulatory authority with appropriate power; and/or
- (g) (Sky Broadband customers, please see additional conditions in Part 3 (Sky Broadband Specific Terms)); and/or
- (h) (Sky Talk customers, please see additional conditions in Part 2 (Sky Talk Specific Terms)).

- 6.6. We will let you know **in advance** (either by letter, email, by posting notices on www.sky.ie/pricingupdates which you should check regularly for updates, or by any other suitable method) if we make any of the variations to the Services set out in condition 6.5.
- 6.7. We are entitled to make any other variations to the Services beyond those set out in condition 6.5 and if we do so, it will be a modification to the affected Contract(s) and shall give you a right to end your subscription to the Service(s) under that Contract as set out in conditions 8.1 and (if applicable) 8.2.
- 6.8. We will give you at least **31 days' notice in writing** (by letter or email) before we make any variations to the Services beyond those set out in condition 6.5, unless we are required to make such variations earlier because of a change in the law or a request or requirement from a regulatory authority in which case we will let you know **as soon as reasonably possible**.
- 6.9. We may withdraw your chosen Services at any time. If we plan to withdraw the provision of your chosen Services from the market:
- (a) we will give you at least **31 days' notice in writing** (by letter or email) prior to your Services being withdrawn;
 - (b) we will automatically move you onto the Service with reasonably equivalent features or benefits so that you can continue to receive Sky Talk and/or Sky Broadband, unless you tell us **at any time during the 31 days prior to the change taking effect** that you wish to move to another Service; and
 - (c) if we move you onto the reasonably equivalent Service during your Minimum Term, you will continue to pay the price of your chosen Services or the price of the reasonable equivalent Service (whichever is lower) until the end of your Minimum Term.
- 6.10. **Your Contract(s)**
- We may make the variations to the written terms of your Contract(s) for the reasons set out in this condition 6.10 and will notify you of these in accordance with conditions 6.11 and 6.13. We may vary your contractual conditions:
- (a) for administrative purposes (for example, correcting errors, changing the name(s) of the Services, to reflect a change to the technology used to provide the Services and updating contact details or website addresses);
 - (b) to make bona fide clarifications or improvements to your existing rights under your Contract(s) provided that if any clarification or improvement to you existing rights disadvantages you, you may terminate the Service to which the clarification or improvement relates, as if a modification had been made to your contractual conditions under conditions 8.1
 - (c) where necessary to give effect to a variation we are permitted to make under your Contract(s) and/or
 - (d) as a result of a change in the law or a request, requirement, direction, decision, guideline or code of practice issued by a regulatory authority with appropriate power.
- 6.11. We will let you know **in advance** (either by letter, email, by posting notices on www.sky.ie/pricingupdates (which you should check regularly for updates) or by any other suitable method) if we make any variations to the written terms of your Contract(s) for the reasons set out in condition 6.10.

- 6.12. We are entitled to make any other variations to the written terms of your Contract(s) for reasons beyond those set out in condition 6.10 and if we do so, it will be a modification to the affected Contract(s) and shall give you a right to end your subscription to the Service(s) under that Contract as set out in conditions 8.1 and (if applicable) 8.2.
- 6.13. We will give you at least **31 days' notice in writing** (by email or letter) before we make any variations to the written terms of your Contract(s) for reasons beyond those set out in condition 6.10, unless we are required to make such variations earlier because of a change in the law or a request or requirement from a regulatory authority, in which case we will let you know **as soon as reasonably possible**.

7. How long do/does your Contract(s) last?

- 7.1. The terms set out in condition 14 relating to Installation Services apply from when we accept your order for the Services.
- 7.2. Your Contract(s) and Minimum Term(s) start(s) once your Services is/are Activated ("**Start Date**"). If you take both Sky Broadband and Sky Talk, the Start Date for each Contract might be different, depending on when each Service is Activated.
- 7.3. You must subscribe to, and we agree to provide, Sky Broadband, Sky Network Rental and Sky Line Rental for the Minimum Term, unless they are ended earlier by you under conditions 8.1, 8.2 or 8.5 or by us under condition 9.
- 7.4. Your Contract(s) will continue after the Minimum Term until it is/they are ended by you under conditions 8.4 or 8.5 below, or by us under condition 9 below.
- 7.5. Termination of your Contact(s) will not affect any of the rights, liabilities or remedies which have accrued up to termination, such as your obligation to pay any sums which remain payable to Sky.

(Sky Talk customers, please see Part 2 (Sky Talk Specific Terms) for additional conditions.)

(Sky Broadband customers, please see Part 3 (Sky Broadband Specific Terms) for additional conditions.)

8. When can you cancel your subscription to the Services?

During your Minimum Term

- 8.1.1 If we tell you that we are making a price increase under condition 6.2 or a variation to the written terms of your Contract(s) which does not fall within the agreed variations set out in conditions 6.5 and/or 6.10, you can either:
- (a) move to another Sky Talk or Sky Broadband package available to you at your Address; or
 - (b) cancel your subscription to the Service which is being changed, including during your Minimum Term,
- by giving us notice under condition 8.3.
- 8.1.2 If we tell you that we are going to change the conditions of 'The agreement for the loan of Sky Q boxes and the Sky Q hub' that relate to the Sky Q Wireless Router and you reasonably consider this is likely to materially disadvantage you or we tell you that we are going to introduce a charge for Smart Connectivity under Condition 4.3 you can cancel your subscription to the Service which is being changed, including during your Minimum Term.
- 8.2. If the change we're making as set out in condition 8.1 is to your Sky Talk and you chose to cancel your Sky Talk under condition 8.1(b), you may also cancel your subscription to Sky Broadband if you also take Sky Broadband.

- 8.3. If you wish to cancel your Service(s), or move to another Sky Talk or Sky Broadband package as set out in Clauses 8.1 and 8.2, you must tell us **within 31** days of receiving our notice of the changes so that we can end or transfer your Service(s) before the change comes into effect.

If you would like to transfer your Service(s) to a new service provider, you will need to contact them within this time to arrange the transfer.

After your Minimum Term ends

- 8.4. Once your Minimum Term ends, you may end your subscription to the Services at any time by:
- (a) giving us **31 days' notice** (if you want to either end your subscription to the Services without switching to an alternative service provider or, if you want to switch to a cable service provider and do not wish to keep your telephone number); or
 - (b) transferring the Services to an alternative non-cable service provider or, where you want to switch to a cable service provider and wish to keep your telephone number, transferring the Services to your chosen cable service provider.

Both during your Minimum Term and after it ends

- 8.5. If we breach a condition of your Contract, you can end your subscription to the Services under the applicable Contract at any time, including during your Minimum Term, by either:
- (a) giving us notice (if you want to end your subscription to the Services without switching to an alternative service provider or if you want to switch to a cable service provider); or
 - (b) transferring the Services to an alternative non-cable service provider.

For more information on **cancellation** and the **switching process**, please contact Sky Customer Services using the contact details set out in "[How can I contact Sky?](#)"

9. How we can control, restrict and/or end your Services

Please note that if your Services are suspended for any reason this may affect the functioning of your remotely monitored security alarm, social alarm or Telecare services.

- 9.1. We may end your Contract(s) and/or any of your Services at the end of or after your Minimum Term by giving you **31 days' notice** in writing at any time.

Third party reasons

- 9.2. We may take immediate action to control, restrict or end (as appropriate) the provision of the Services at any time (including during your Minimum Term):
- (a) **without notice** if we are required to by law or to comply with:
 - (i) an order, instruction or request of any government body, emergency service organisation or other competent authority; or
 - (ii) the reasonable instructions of a telecommunications carrier or supplier for reasons of health, safety or quality of the Services.
 - (b) **by letting you know as soon as reasonably possible** if our ability to continue to provide the Services is materially and adversely affected because:
 - (i) any of our telecommunications carriers or suppliers cease to provide services to us; or
 - (ii) any authorisation required by us expires or is revoked or modified.

- 9.3. Occasionally we may have to temporarily suspend and/or modify the Services at any time to carry out maintenance, technical repair, enhancement or emergency work. If we do so, we will try to give you as much notice of this as we reasonably can in the circumstances (but there may be times when we give you very little notice, or no notice) and we will restore the Services as quickly as we reasonably can.

Where you are at fault

9.4. We may take immediate action to control, restrict or end (as appropriate) the provision of the Services at any time (including during your Minimum Term):

- (a) **without notice**, if:
- (i) we reasonably believe that the Service has been used in a way which is prohibited under your Contract(s) or our Usage Policies;
 - (ii) you or any additional users do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of the Services;
 - (iii) you have provided unauthorised payment or other details or we have reasonable grounds to suspect fraud, attempted fraud or any other unauthorised activity;
 - (iv) you are or become ineligible to receive the Services;
 - (v) you or any additional users engage in activities via the Services where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (eg. activities such as sending "spam" Messages or hosting a website);
 - (vi) (Sky Talk customers, please see Part 2 (Sky Talk Specific Terms) for this condition).
- (b) by giving you **at least 7 days' notice in writing** if:
- (i) you or anyone you authorise to deal with your account acts in a way towards our staff or agents which we reasonably consider to be inappropriate;
 - (ii) you have missed any payments that you owe to us for the Services, other than where such sums are in dispute; or
 - (iii) you break any of the conditions of your Contract(s).

If we restrict or end the Services under this condition 9.4 we may require you to reimburse us for our costs and expenses reasonably incurred in controlling, restricting and/or ending the Services and/or recommencing it or any part of it and we will not refund any payments you have made under your Contract(s).

9.5. Any notice we give you in writing under this condition 9 to end your Contract(s) or Services will be sent by letter and not by email.

(Sky Talk customers, please see additional conditions in Part 2 (Sky Talk Specific Terms))

(Sky Broadband customers, please see additional conditions in Part 3 (Sky Broadband Specific Terms))

10. What happens when you cancel the Services?

Impact on other Services

10.1. If you take both Sky Talk and Sky Broadband, if you cancel one of your Services, your subscription to the other Service will continue.

10.2. The price you pay for one Service may differ depending on the other Sky services you choose to subscribe to. This means if you cancel one of the Services you receive, you may pay more for the other Services. Please contact Sky Customer Services using the contact details set out in "[How can I contact Sky?](#)" for full pricing and eligibility details.

Early termination charges

- 10.3. **You may have to pay us an early termination charge for Sky Broadband and/or Sky Line Rental if it ends during your Minimum Term, except where:**
- (a) you exercise your right to end your subscription to the Service(s) during your Minimum Term under conditions 8.1, 8.2 and/or 8.5;
 - (b) you exercise your right to end your subscription to one of the Services during your Minimum Term under condition 8.1 and we automatically cancel the other Services;
 - (c) we end your subscriptions to the Services where you are not at fault (under condition 9.2);
 - (d) condition 12.4(b) applies; or
 - (e) we are unable to transfer your Services to your new Address under condition 12.
- 10.4. We may charge any early termination charge directly to any of the credit or debit cards which you have provided us with details of and by accepting the terms of your Contract(s) you authorise us to do so. We will give you reasonable notice before making any charge.
- 10.5. The early termination charge will not be more than the payments you would have made to us for your Sky Broadband, Sky Network Rental and Sky Line Rental element of your Sky Talk package for the remainder of your Minimum Term(s). If you pay nothing or a reduced price compared to our standard price for your installation, we can charge you the difference between the lower price you have paid (if any) and our then standard price for installation if your Sky Broadband subscription contract ends during the Minimum Term (other than where we withdraw Sky Broadband or you end your Sky Broadband subscription contract and have the right to do so).

For more information on the **consequences of termination** and **early termination charges** (including how they are calculated), please contact Sky Customer Services using the contact details set out in [“How can I contact Sky?”](#)

11. Liability

- 11.1. Neither we nor any company who acts as our agent in providing the Services will be liable to you (or any other person whom you allow to use the Services) under your Contract(s), for:
- (a) restricting or ending your Services in accordance with condition 9;
 - (b) any delay or failure by us to provide any element of the Services where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action, strikes, lock-outs or other industrial disputes or failure of a utility service;
 - (c) any loss or damage caused by the Services, your use of the Services, your use of any Equipment, us or any of our respective officers, employees or agents in circumstances where:
 - (i) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees or agents;
 - (ii) such loss or damage is not a reasonably foreseeable result of any such breach; or
 - (iii) any increase in such loss or damage results from breach by you of any term of your Contract(s).

- (d) any loss or damage caused by the Services, us or any of our respective officers, employees or agents to the extent that such loss or damage results from any breach by you of any term of your Contract(s) including but not limited to the Usage Policies;
- (e) any loss or damage caused by unauthorised use of the Services;
- (f) any loss or corruption of data, or any loss of business, contracts, profits, anticipated savings, reputation or revenue;
- (g) any failure of monitored safety, security or other alarm systems due to incompatibility with the Services, or due to the restriction or ending of the Services in accordance with your Contract(s), or any other reason which is not due to our fault or neglect; or
- (h) any special, consequential or indirect losses

11.2. Nothing in your Contract(s) will limit or exclude any liability we may have to you for (a) death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors, (b) fraud or fraudulent misrepresentation, or (c) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11.3. Neither we nor any company who acts as our agent in providing the Services will be liable to you (or any other person whom you allow to use the Services) under your Contract(s) for:

- (a) any fault in your Equipment, cabling or network equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, your Contract(s) or the Usage Policies;
- (b) any use made of the Services, nor for any content which is accessed, sent or received using the Services, nor for any charges incurred with any third party or for any transactions entered into through the Services or (if applicable) Sky Broadband Extras, unless caused by us;
- (c) use of your Equipment or network equipment to access any other internet or home calls service; or
- (d) any loss or damage caused by viruses or unauthorised use of, or attempts to access, the Services or your computer.

(Sky Talk customers, please see Part 2 (Sky Talk Specific Terms) for additional conditions.)

12. Moving Home

12.1. You will only be able to receive the Services if your Address is in the Republic of Ireland and in an area where the Services are available on your telephone line.

12.2. You must tell us immediately of any changes to your Address or the telephone number you have provided to us. In relation to Sky Talk only, if your details change you may need to cancel your existing Sky Talk account and start a new account covering your new Address.

12.3. The product qualification requirements which you needed to satisfy when you first subscribed to the Services will apply to your new Address.

12.4. If you change your Address you will be required to enter into a new Contract to continue to receive service. Otherwise your Contract will terminate if:

- (a) you move to a new address which is outside the Republic of Ireland;
- (b) you have exercised the right to end your Contract(s) in accordance with its/their terms or
- (c) we are unable to transfer your Services to your new Address which is in the Republic of Ireland, or to transfer you onto substantially equivalent services and you chose not to accept our alternative services.

- 12.5. If you change your Address we may charge you our moving home fee, details of which are available by calling Sky Customer Services using the phone number set out in “[How can I contact Sky?](#)”. We will always tell you the amount of this fee before you incur it.
- 12.6. If you change your Address during your Minimum Term and do not chose to transfer your Services an early termination charge may apply in accordance with condition 10.4.
- 12.7. If you change your Address, please note that there may be a number of days where there is no Service whilst we carry out the transfer. If possible, we will give you an estimate of how long this is likely to take. **If we are unable to provide the Services during any transfer to your new Address, you will need to make alternative arrangements to enable you to make calls to emergency services during this period (including using any monitored safety, security or other alarm systems).**

YOUR EQUIPMENT AND SERVICES

13. Equipment and Software

- 13.1. You must ensure that any equipment which you use in connection with the Services (including the Equipment) is in good working order and conforms at all times to all applicable regulations, standards and laws and is only connected, installed and used in accordance with any relevant instructions and advice you have been provided by us or our agents.
- 13.2. You must not (and agree not to) modify or in any way interfere with the Equipment or do or allow anything to be done at your Address that may damage the Equipment or prevent easy access to it by us or recovery of it. You must take appropriate care of the Equipment.
- 13.3. You agree to provide us with information about your equipment (including the Equipment) that we reasonably request.
- 13.4. You agree to notify us as soon as reasonably possible of any loss or damage to any part of the Equipment.
- 13.5. Any equipment you connect to your telephone line must be connected using an Eircom-compatible telephone socket/connection point.

14. Installation

- 14.1. To access the Services you may need us to or request that we install a New Phone/Broadband Line or Equipment at your Address (if this is possible). These installation services and any other installation services necessary for or requested by you to access the Services at your Address are referred to as the “**Installation Services**”. The installation of network equipment may require the consent of someone else (for example your landlord). You are responsible for ensuring that all necessary consents have been obtained before we install the Equipment.
- 14.2. We will confirm the timescales and charges (if any) for the Installation Services when you order them and you must pay any charges in full in advance of the installation. The additional circumstances in which you will be responsible for the costs of our labour charges in relation to any Installation Services or Activation are set out in condition 15.6.
- 14.3. The timelines for the Installation Services may vary from customer to customer depending on the Services requested and the circumstances affecting the delivery of the Services. We will use our reasonable efforts to provide the Installation Services in accordance with the timelines agreed with you, however such dates are estimates only and we cannot guarantee that we will meet such timescales.

- 14.4. If we have agreed to provide Installation Services, your responsibilities are set out in condition 15.5.
- 14.5. Sky or its agents or engineers will only provide the Installation Services where extensive construction work over and above standard needs is not required. For these purposes, “construction work over and above standard needs” is defined as any works where the expenditure involved in meeting the request is likely to be greater than €7000 (or such other amount as determined by the Commission for Communications Regulation (ComReg) from time to time). If the engineer reasonably determines that the installation is not standard and is unable to proceed, we will cancel your order and refund any money you have paid to us in full.
- 14.6. On the day we provide the Installation Services, prior to visiting your Address, the engineer will need to disconnect your phone line for a short period. **If possible you should make alternative arrangements to enable you to make calls to emergency services (including using any monitored safety, security or other alarm systems) during this period.** If you already have a broadband service, this will also be taken out of service during the Installation Services.

15. Maintenance, Faults and Repairs

- 15.1. Sky will use all reasonable skill and care to ensure the quality of the Services. However, we cannot guarantee a fault free performance. Sky does not warrant that the Services will be suitable for specific uses or customer applications or that the operation of the Services will be uninterrupted or error-free. However, this condition 15 sets out our obligations to you in respect of faults, maintenance and repairs. We do not warrant that the Services will support or be compatible with any applications or other services which you use in conjunction with them.
- 15.2. If there is a fault with your Equipment or Services, you should contact Sky Customer Services using the contact details set out in the “[How can I contact Sky?](#)” section.
- 15.3. Unless caused by one of the reasons set out in condition 11.3, we will try to resolve any fault with your Sky Talk or Sky Broadband service within ten working days of receiving notice of the fault from you. Any Installation Services, fault investigation and repair work shall take place between 0900 and 1700, Monday to Friday excluding public and Bank Holidays (unless we agree otherwise).
- 15.4. We will be responsible for faults arising out of any act or omission by us or our agents or faults due to fair wear and tear on any part of your phone line up to the primary telephone socket at your Address or, in respect of Sky Talk only, faults with your Telephone Handset(s) due to fair wear and tear. However, we will not be responsible for any fault or wear and tear on any part of your telephone line beyond the primary telephone socket onwards inside your home at your Address unless caused by us or anyone we are responsible for.
- 15.5. If we have agreed to provide Installation Services or to provide any other maintenance or repair work in relation to the Services, you agree to:
- (a) allow us or our agents to access your property at your Address if we need it;
 - (b) follow any reasonable instructions that we or our agents may give to you, for example in relation to preparation of your property at your Address;
 - (c) provide a suitable and safe working environment for us and/or our agents whilst carrying out any Installation Services or repair or maintenance work at your Address;
 - (d) get any necessary permissions to enable us to carry out the Installation Services or maintenance or repair work, for example: permission to cross land or put equipment on property owned by someone else;
 - (e) provide a suitable place and conditions for the Equipment including any connection points required; and
 - (f) provide access to electricity, as reasonably required by us or our agents, to connect or repair your telephone line or Equipment.

- 15.6. You will be responsible for the reasonable costs of engineer call outs, replacement Equipment and/or labour charges in relation to any Installation Services, activation, maintenance or repair work if:
- (a) you do not give us or the engineer adequate access to your Address at the time agreed between you and Sky, or you do not follow our reasonable instructions to prepare your property at your Address for the engineer's visit;
 - (b) you cancel the engineer's visit after it has been requested without giving us at least 1 working day's notice for faults and repairs of your telephone line or, except when you exercise your right to cancel your subscription to the Services under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 you contact us after 3.30pm on the working day before your appointment to re-arrange or cancel your engineer's visit for the installation of a New Phone/Broadband Line; You must contact us before 3.30pm on the working day before the installation date to re-arrange or cancel your appointment. If you fail to do so or you miss or fail to make the necessary arrangements for your appointment to take place, we will retain your installation fee and a charge may apply for another appointment.
 - (c) the engineer attends but finds there is no fault with your telephone line or Equipment (as applicable) or faceplate;
 - (d) we reasonably believe that the fault was caused by you or by anyone we are not responsible for adding to, modifying or in any way interfering with your telephone line or any Equipment we provide to you;
 - (e) the fault arises or is reported outside the Warranty; or
 - (f) the fault is found to exist as a result of your failure to follow your Contract(s) (including the Usage Policies) or our, our agent's or our engineer's reasonable instructions (including in respect of any equipment you use in respect of the Services).

The details of the cost of our engineer call outs, replacement Equipment and/or labour charges will be provided to you at the time of booking your appointment and can be obtained by contacting Sky Customer Services using the contact details set out in "How can I contact Sky?"

GENERAL LEGAL CONDITIONS

16. General legal terms

Right to transfer your Contract(s) and third parties

- 16.1. We can transfer at any time:
- (a) our rights under your Contract(s) to any company, firm or person (for example, the right to receive payment from you); and/or
 - (b) our rights and obligations (a "novation") under your Contract(s) to any company, firm or person, provided that the terms of your Contract(s) remain the same (other than in respect of who is providing the Services). However, if you reasonably consider that such a transfer of our rights and obligations has been materially detrimental to you you may terminate the Services in the same manner as if a modification had been made to your contractual conditions under condition 8.1
- 16.2. Your consent is not required to any transfer by us under condition 16.1. The transfer of our rights and/or obligations will only be effective once we have given you at least 31 days' notice in writing (by letter or email) that the new company, firm or person will be taking these over from us.
- 16.3. Your Contract(s) is/are personal to you. You may not transfer your rights or obligations under your Contract(s) to anyone else, and no third party is entitled to benefit under your Contract(s) except pursuant to Condition 16.1.

Notices

16.4 Where we are required under your Contract(s) to give you notice in writing, except that where we are giving you notice to end your Contract(s) or Services under condition 9 we will only give you this notice by letter. In all other cases, we may give you notice by letter, we will give you this notice by:

- (i) letter or email; or
- (ii) where appropriate, via a message in the area within our online customer account on sky.com where we will post account information (the "Message Centre") or elsewhere in our online customer account on sky.com, or on your monthly bill. The Message Centre may also be available via a Sky Q box (when connected to broadband). We will alert you by email or SMS if a notice has been added to the Message Centre or elsewhere in our online customer account on sky.com.

In all other cases, we may give you notice by letter or email or we'll let you know about changes by posting notices on www.sky.ie/pricingupdates (which you should check regularly for updates) or by any other suitable method.

16.5 We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address). You must keep this information up-to-date and check your primary email address you have provided to us regularly. A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on sky.com or, if you are a Sky TV customer, on the Sky information channel the Sky TV box tunes to when it is turned on, or where appropriate, via a message in the area within our online customer account on sky.com (for example, My Sky) where we will post account information (the "Message Centre") or elsewhere in My Sky, or on your monthly bill. The Message Centre may also be available via a Sky Q box (when connected to broadband). We will alert you by email or SMS if a notice has been added to the Message Centre or elsewhere in our online customer account on sky.com. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.

16.6 If you give us any notice that is required under your Contract(s) it should be by calling Sky Customer Services on 0818 719819 or by writing to Sky Ireland, One Burlington Plaza, Burlington Road, Dublin 4 (providing your name, Address and Sky account number).

Disputes and Complaints

16.7. If you have a complaint regarding the Services (including relating to faults or maintenance issues or relating to any continuous or regularly recurring discrepancy between the actual performance of your Sky broadband in relation to speed or other quality of service parameters), you can contact us using www.sky.ie/contactus or using the details set out in "How can I contact Sky?"

If you would like to find out more about how we deal with your complaints and options for alternative dispute resolution you can find our complaints handling procedure as set out in the Sky Customer Complaints Code which can be found by visiting "Complaints" in the online customer account section of Sky.com or by going to <http://help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice> or a copy can be provided on request by calling Sky Customer Services on the number set out in "How can I contact Sky?"

Law and Geographic Limits

16.8. Your Contract(s) is/are governed by Irish law. Any disputes can be dealt with exclusively by any Republic of Ireland court that can lawfully deal with the case.

No waiver

16.9. If either party fails to exercise a right they may have under your Contract(s), it does not mean that right is waived.

Severability

16.10. If any provision of your Contract(s) is found to be invalid or unenforceable, the remaining terms and conditions will continue to apply.

16.11. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of you and us.

17. How we use your information?

17.1. Please see Sky's Privacy Notice (available at www.sky.com/privacy) for details about what information we collect about you and how we may use this. Sky's Privacy Notice does not form part of your Contract(s).

18. How do offers affect your Contract(s)?

18.1. Whilst you are a Sky Talk and/or Sky Broadband customer, if you take up a special offer in relation to the Services, in respect of the relevant Service only, your Contract will continue and will be varied to take account of the offer terms and conditions.

19. Glossary

Activate

means the installation, transferring or activation of your telephone line (as applicable) by or on behalf of Sky (and the terms "Activated" and "Activation" can be interpreted accordingly)

Address

means the residential property to which we agree to provide the Services

Contract(s)

means the terms and conditions about Sky's supply and your use of the Services

Equipment

means any network or telephone equipment or other equipment supplied to you by or on behalf of Sky at your Address and necessary for you to be able to access the Services (including, without limitation the Telephone Handset(s) faceplates, ONT data port extensions and/or Wireless Router)

Installation Services

means the installation of a New Phone/Broadband Line and/or Equipment

Minimum Term

means the period which we specify before you submit your order for the Services (or any other period for which you agree to subscribe to the Services, including any New Minimum Term) which starts on the Start Date for each of your Services. (If you subscribe to both Sky Broadband and Sky Talk, your Minimum Term for Sky Broadband and Sky Line Rental may start on different dates).

New Minimum Term

means the additional period for which you agree to subscribe to a Service when you either take up a new Service or upgrade or take up an offer on an existing Service

New Phone/Broadband Line

means the installation or the activation of a compatible phone line or broadband service by Sky or our agents

Optional Features

means any additional feature which is available as part of a Service (whether on a monthly or per use basis), including, for example in relation to Sky Talk, voicemail services, caller display, call waiting, call answering, three way calling and Handset Rental Service. Full details of our Optional Features are set out at www.sky.ie/callfeatures

Services

means: (a) Sky Talk and Sky Broadband, if you subscribe to both; or (b) Sky Talk if you subscribe to Sky Talk only; or (c) Sky Broadband if you previously subscribed to both Sky Talk and Sky Broadband and have ended Sky Talk where you have the right to do so

Sky	means Sky Ireland Limited (and references to “us”, “we” and “our” shall be read as references to Sky)
Sky Broadband Extras	means any extra services provided to you as part of your Sky Broadband on a free or non-chargeable basis, such as McAfee Internet Security Suite trial, WiFi access via Sky WiFi or Parental Controls
Telephone Handset(s)	means any telephone handset(s) supplied to you by your previous supplier of a home telephone calls service and/or line rental service, or any replacement thereof supplied by or on behalf of Sky, to be used in relation to Sky Talk
Usage Policy and Usage Policies	means the Sky Talk and Sky Broadband “acceptable use policy” set out at www.sky.ie/usage-policies
Warranty	means the warranty supplied with each of the following as appropriate: (a) your Wireless Router against faults arising in the first 12 months after supply; and (b) External cabling and workmanship associated with the relocation of your master telephone socket/connection point to another location within your property (a data port extension) arising in the first 30 days after supply
Wireless Router	means the wireless router supplied by or on behalf of Sky as part of Sky Broadband.

PART 2 – SKY TALK SPECIFIC TERMS

For Sky Talk customers the following conditions supplement those set out in Part 1 (Terms which apply to your Sky Talk and Sky Broadband services). When combined together with Part 1, this forms your Contract in respect of Sky Talk:

THE BASICS

5. Billing and payments

5.9 You are responsible for all calls made using Sky Talk at your Address, whether or not they are made by you.

6. Variations to price, Services or your Contract(s)

Services

6.5 Sky Talk and Sky Broadband are separate and variable Services, and we may make the variations set out in this condition 6.5 to the Services. We will notify you of such variations in accordance with conditions 6.6 and 6.8. As they form part of your contractual conditions any variations we make within these parameters or for these reasons are not a modification of your Contract(s):

- (h) we may add, remove, change or replace up to 5 international destinations in inclusive call tariffs over any 12 month period from when we last told you about a change to the inclusive international destinations, except that if you reasonably consider that a removal or change will result in an increase in your monthly Sky Talk bill by more than 10% you may terminate Sky Talk in the same manner as if a modification had been made to your contractual conditions under condition 8.1;
- (i) we may remove international numbers from being blocked by Sky Talk or add international numbers that you do not currently use to the list of numbers to be blocked;

- (j) we may make reasonable adjustments to the level of the call spend limit imposed on your Sky Talk by us based on your usage and to protect you from fraudulent activity or high charges appearing on your bill that you may not expect; and/or
- (k) we may change your telephone number where required as a result of you changing your Address.

(Please see Part 1 (Terms which apply to your Sky Talk and Sky Broadband services) for the remaining conditions relating to our ability to make variations to the Services.)

7 How long do/does your Contract(s) last?

- 7.6 You must remain on and pay for your chosen Sky Talk package for at least one month (unless you have a right under your Sky Talk Contract to move package or end your Sky Talk Contract before the end of the one month period).

9. How we can control, restrict and/or end your Services

Where you are at fault

- 9.4 (a)(vi) we may take immediate action to control, restrict or end (as appropriate) the provision of the Services at any time (including during your Minimum Term) **without notice**, if the call spend limit set by Sky on your Sky Talk account has been exceeded.
- 9.6 If your use of “unlimited” calls exceeds that reasonably expected of an ordinary consumer using Sky Talk for domestic purposes, we may:
- (a) restrict your Sky Talk; and/or
 - (b) charge you Sky Talk’s standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a person using Sky Talk for domestic purposes. Please see www.sky.ie/callpricing for our latest tariff guide.
- 9.7 If we consider it to be reasonable, we may temporarily restrict your ability to make premium rate and international calls via your Sky Talk where we notice unusual call patterns and/or you exceed a call spend limit on your Sky Talk account.
- 9.8 If we suspend or restrict your Sky Talk under conditions 9.4(a)(vi) or 9.7, we will not provide unrestricted access to Sky Talk again until you have paid all outstanding sums which have been incurred in respect of that increased usage.
- 9.9 If we suspend or restrict your Sky Talk under this condition 9, any call spend alert or restriction you have applied to your Sky Talk account will be automatically deleted. You will therefore need to contact us if you wish to reinstate your call spend alerts and restrictions.

11. Liability

- 11.4 Neither we nor any company who acts as our agent in providing the Services will be liable to you (or any other person whom you allow to use Sky Talk) under your Contract(s) for:
- (a) any calls made through an alternative telephone service provider;
 - (b) any loss or damage resulting from your failure to connect to Sky Talk that was not caused by us, our employees, agents or our suppliers; or
 - (c) any loss of use or damage to Sky Talk due to a fault in the equipment or telephone line you use to make calls and which has not been supplied by Sky.

ADDITIONAL SKY TALK SPECIFIC TERMS

1. Sky Talk Handset Rental Service

- 1.1. If you rented your telephone handset(s) from your previous supplier and wish to continue using the same handset(s) with Sky Talk, the following terms will apply to the handset rental service provided by Sky ("**Handset Rental Service**"):
- (a) Your previous rental of your Telephone Handset(s) will automatically transfer to Sky along with any other features on your line and you will be able to continue using your Telephone Handset(s) with Sky Talk once Sky Talk is Activated;
 - (b) Your monthly handset rental charge will be included on your bill and invoiced monthly in advance;
 - (c) Your Telephone Handset(s) will at all times be and remain the property of Sky or our appointed supplier, except that after you have given us 31 days' notice in accordance with condition 1.1(d) or terminated your Sky Talk and paid any sums due to Sky in respect of the Handset Rental Service any corded Telephone Handset(s) will become your property;
 - (d) If you wish to cancel your Handset Rental Service but continue to subscribe to Sky Talk, you can do so at any time by providing not less than 31 days' notice to us (by phone or letter);
 - (e) Upon termination of your Sky Talk, the Handset Rental Service will automatically terminate and, unless we notify you otherwise, will not be transferred to any replacement supplier of home telephone calls and line rental services; and
 - (f) In respect of cordless Telephone Handset(s) only, upon termination of Sky Talk and/or your Handset Rental Service you must return your cordless Telephone Handset(s) within 60 days to the address notified to you by Sky. **We will continue to charge you your monthly rental charge in respect of your corded Telephone Handset(s) until the expiry of 31 days after you have told us you wish to end your Handset Rental Service or in respect of your cordless Telephone Handset(s) until this has/these have been returned.**

2. Sky Talk Optional Features

- 2.1 You will be charged in accordance with the tariff guide on a monthly subscription basis or on a per use basis for each Sky Talk Optional Feature you choose. You must pay for each Optional Feature for at least one month unless we tell you otherwise.
- 2.2 If your voicemail is not accessed for a continuous period of 90 days, we may automatically cancel this service (and delete any voicemail messages). You can restore the voicemail service for no extra charge at any time by contacting Sky.

3. Sky Talk Spend Limits

- 3.1 We may set a call spend limit on your Sky Talk account to avoid the risk to you of fraudulent activity or high charges appearing on your bill that you may not expect. This call spend limit may vary from time to time in accordance with condition 6.5. Details of any call spend limit applicable to your Sky Talk account are available from Sky on request.
- 3.2 You may also set your own call spend alerts at any time. If you wish to do this please call Sky using the contact details set out in the "[How can I contact Sky?](#)" section. This alert may still be subject to a lower limit imposed by Sky in accordance with condition 3.1.
- 3.3 If you exceed a Sky imposed call spend limit or a limit at which you have chosen to set an alert on your Sky Talk account you remain liable for all charges and, if you have exceeded a Sky imposed call spend limit, we may suspend your Services. We may also change your payment terms if we consider it reasonable.

4. Sky Talk - Voice over IP service terms

- 4.1 You must:
- 4.1.1 keep your username and password secure (and Sky may, or ask you to, change these at any time for good reason);
 - 4.1.2 take reasonable steps in respect of matters in your control to minimize any risk of security

breaches in connection with the Sky Talk services;

4.1.3 notify Sky of any unauthorised access to your account which you believe may affect the overall security of our systems.

- 4.2 Sky Talk over VOIP services are carried in the public domain via internet connectivity and therefore we would advise that appropriate security measures are taken to protect content. Sky shall endeavour to use appropriate security measures.
- 4.3 In order for you to avail of, and receive Sky Talk over VOIP, you must ensure that you have a Sky Broadband connection which has a speed equal to or greater than 100kbps. This is the mandatory minimum broadband requirement necessary in order for you to be able to avail of the Sky Talk over VOIP service.
- 4.4 By purchasing Sky Talk over VOIP you confirm that you understand that our services:
 - 4.4.1 may not offer all of the features you may expect from a conventional phone line;
 - 4.4.2 may sometimes be unavailable as a result of things over which Sky have no control, for example, the weather, power disruptions and failures of your Sky Broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable. It is important to note that power outages will render the Sky Talk over VOIP services non-functional and you shall not be able to use the services to make emergency calls. In such circumstances you should use an alternative method, such as mobile phone, to access emergency services.
 - 4.4.3 Sky Talk over VOIP may not be used without a Sky Broadband service. Sky accepts no responsibility for the Sky Talk over VOIP service and you acknowledge that this is outside of the control of Sky.
 - 4.4.4 When connecting to the public emergency services, the phone number and location details will be provided only to the extent that is technically feasible. As a result, you may have to provide your location information and phone number verbally to the Emergency Services operator.
 - 4.4.5 Sky Talk over VOIP is not to be used outside of Ireland.
 - 4.4.6 You must register with us the physical location where you will be using the Sky Talk service. Your initial location will be recorded by Sky as a part of subscribing to the services. You are not permitted to move the service to another address without the consent of Sky. It is your responsibility to maintain the accuracy of your location address and to notify us of any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112.
 - 4.4.7 Emergency operators and authorities may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason.
 - 4.4.8 You agree to inform potential users of the services of the above limitations and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.
- 4.5 You acknowledge that Sky shall not be liable for any delay or failure to provide Sky Talk over VOIP service (including for calls to emergency services) at any time, or any interruption or degradation of voice quality caused by third-party omission, equipment failure, force majeure, loss of power or third party faults.

PART 3 – SKY BROADBAND SPECIFIC TERMS

For Sky Broadband customers the following conditions supplement those set out in Part 1 (Terms which apply to your Sky Talk and Sky Broadband services). When combined together with Part 1, this forms your Contract in respect of Sky Broadband:

THE BASICS

3. Using the Services

The advertised download for our Broadband products are as follows:

- Sky Broadband Essential - average speed 10Mbps
- Sky Broadband Superfast - average speed 75Mbps
- Sky Broadband Ultrafast 150Mbps, 300Mbps or 500Mbps depending upon speed selected
- Sky Broadband Ultrafast Max 1Gbps or 10Gbps depending on speed selected

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

An estimate of the maximum download line speed that your line may receive will have been provided to you at point of sale and confirmed in the welcome letter we send you (please keep a copy of that letter for your records) (the "Maximum Download Speed").

The minimum available download speed is 2Mbps.

Sky Broadband Essential has a maximum upload speed of 1.3Mbps (and minimum upload speed of 128kbps) and Sky Broadband Superfast, Ultrafast and Ultrafast Max have a maximum upload speed of 20Mbps (and a minimum upload speed of 1Mbps).

The Maximum Download Speed provided at point of sale and confirmed in the welcome letter will not always be available, however you should expect to receive the normally available download speeds (i.e. the speed that you could expect to receive most of the time when accessing the service) set out in the table below based upon your Maximum Download Speed:

Maximum Download Speed	Normally Available Download Speed
Greater than 120Mbps	The normally available download speed for all customers should be a minimum of 80% of the Maximum Download Speed (i.e. 120Mbps, 280Mbps and 800Mbps for the different product speeds).
80Mbps - 120Mbps	The normally available download speed for all customers should be a minimum of 50% of the Maximum Download Speed (i.e. a minimum normally available speed of over 40Mbps).
60Mbps-80Mbps	The normally available download speed for all customers should be a minimum of 7% of the Maximum Download Speed (i.e. a minimum normally available speed of over 4.2Mbps).
40Mbps-60Mbps	The normally available download speed for all customers should be a minimum of 9% of the Maximum Download Speed (i.e. a minimum normally available speed of over 3.6Mbps).
20Mbps-40Mbps	The normally available download speed for all customers should be a minimum of 18% of the Maximum Download Speed (i.e. a minimum normally available speed of over 3.6Mbps).

10Mbps-20Mbps	The normally available download speed for all customers should be a minimum of 10% of the Maximum Download Speed (i.e. a minimum normally available speed of over 1Mbs).
5Mbps-10Mbps	The normally available download speed for all customers should be a minimum of 10% of the Maximum Download Speed (i.e. a minimum normally available speed of over 512Kbps).
2Mbps-5Mbps	The normally available download speed for all customers should be a minimum of 25% of the Maximum Download Speed (i.e. a minimum normally available speed of over 512Kbps).

Normally Available Upload Speeds:

Sky Broadband Essential can expect a normally available upload speed of 5% of the maximum upload speed or 128Kbps (whichever is the greater) and Sky Broadband Superfast, Ultrafast and Ultrafast Max can expect a normally available upload speed of 5% of the maximum upload speed or 1Mbps (whichever is the greater).

Factors affecting your speeds and options if you feel we aren't providing the speeds above

Your actual speed is likely to be lower because it is influenced by factors including: the quality of your internal phone line wiring, if you're using a wireless connection, faulty equipment, network capacity and the number of customers on the network or any particular website at any one time. Further information about broadband speeds is available at <http://www.sky.com/ireland/broadbandtalk/broadband-speeds/> and will be provided in the welcome pack we'll send you by letter or email. This website will also contain details of the normally available speeds you can expect to receive as part of your service (subject to the factors described herein). Delays and jitters in the transmission of data or packet loss can result in your broadband running slowly, not loading web pages or you having problems with services like VOIP and VPNs. If there is packet loss or delay in broadband data transfer certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a track) becomes longer.

If you experience any continuous or regularly recurring discrepancy between the actual performance of your broadband regarding speed, or other quality of service parameters and the performance indicated above, then please contact Sky. Where your account has had several or reoccurring unresolved technical issues for poor/intermittent connections or continuous slow Broadband speeds, and this is verified by a monitoring mechanism certified by ComReg or to Sky's satisfaction, then you shall be entitled to terminate your contract without penalty.

YOUR RIGHTS TO CANCEL THE SERVICES:

Please note:

Please refer to your Contract for information about when and how you can end your Contract once your cooling off period has ended.

Cancellation period: You have the right to cancel your order for Sky Broadband and/or Sky Talk and any ancillary services without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery of your Wireless Router; (ii) activation; or (iii) receipt of the relevant terms and conditions for that product/service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

(i) calling **0818 762 917**;

(ii) writing to **Customer Relations, Sky Ireland, One Burlington Plaza, Burlington Road, Dublin, Dublin 4**; or

(iii) by visiting the "Contact Us" section at sky.com and requesting that we cancel your services.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. your Wireless Router ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order including any installation costs incurred by Sky in respect of fibre broadband installation (if applicable). You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise.

Return of Equipment: If you cancel a contract you are responsible for returning the equipment provided under that contract without undue delay using the returns method provided with the equipment. You are responsible for the costs of returning the equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

Discounts: If you have received any discounted equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the equipment and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights.

USAGE POLICIES

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Contract(s). These Usage Policies apply to you and anybody you allow to use the Services. Any reference to “you” shall be interpreted to mean you and anybody you allow to use the Services. You are responsible for the use of the Services by any person you allow to use them including anyone who accesses Sky Broadband because you have removed the wireless encryption security on your Wireless Router.

FAIR USAGE

Sky Broadband Ultrafast and Sky Broadband Ultrafast Max have a limit (fair usage cap) on the amount of data you can download in any month (2TB/Terabyte). Your usage must not exceed that monthly cap. Usage caps may be updated from time to time. The first time you go over the usage cap Sky may write to you. The alert will let you know what will happen if you go over the cap again. If you continue to exceed the usage cap we may suspend or terminate your services.

ACCEPTABLE USE POLICY

Irrespective of which Services you have subscribed to, our Acceptable Use Policy (“**AUP**”) will apply to you and those who you allow to use Sky Talk and/or Sky Broadband.

If you have any queries about our AUP, you can contact us by emailing abuse@sky.com

Don't use the Services illegally!

The Services may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the Republic of Ireland (“**Laws**”).

To the extent applicable to the Services, you may not use the Services to send, receive, store, distribute, transmit, communicate, post, upload or download any information, materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, indecent, obscene, menacing or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- in relation to Sky Talk, constitutes the making of nuisance or hoax calls;
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
- involves you communicating false information or information you believe to be false; or
- damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

In relation to Sky Broadband, we have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the

Internet Watch Foundation (“**IWF**”). We may also put technical measures in place to prevent you from accessing websites that we are required to block by Laws or because a Court tells us to or where we reasonably suspect that the website contains content or facilitates behaviour that is prohibited by this AUP. Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as “adult” material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at www.iwf.org.uk

Do not violate anyone’s systems or network security

You must not use Sky Broadband to violate a networks’ security or any third party’s system by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

To the extent applicable to the Services, you must not send, receive, store, distribute, transmit, communicate, post, upload or download any materials that are designed to violate a networks’ security or any third party’s system. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other websites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect the Services or Sky’s networks to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP.

You must not adapt, modify, decompile or reverse engineer any part of Sky Broadband.

You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the Services. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Sky.

Messages

You must not send emails or instant messages (“**Messages**”) to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by, any Sky company or relates to any Sky business.

World Wide Web and surfing the net

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to using Sky Broadband. You must not use world wide web pages to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored, communicated and/or accessed via the Services please email us at abuse@sky.com

The actions we can take

Firstly, you should be aware that we will block any communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we or a third party, reasonably suspect that you may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to the Services until such time as we are satisfied the breach has stopped;
- (b) immediately end your Contract(s);
- (c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- (d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material that we hold, including on the Sky network or our servers; and/or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on Sky's networks and/or our servers.

Sky will use your personal data and other account information in connection with any investigation carried out by Sky in accordance with this AUP, including by disclosing it to any third party authority that Sky considers has a legitimate interest in any such investigation or its outcome.

How we update our AUP

The way our customers use the Services is changing all the time so we may need to change our AUP in accordance with your Contract(s) to adapt to our customer's needs. Our latest AUP will always be posted on our website at www.sky.ie so please keep checking for updates.

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