

Magnet Business Basic Broadband Customer Sign-up Form

Customer Contact Details

Contact Name: _____ Company Name: _____
 Address of Service: _____
 Billing Address (if different): _____
 Phone Number (incl. area code): _____ Email address: _____

Line Details

PSTN Phone Number (incl. area code): _____ Eircom A/C number: _____

Business Broadband Basic

Package	Monthly (ex VAT)	Annually (ex VAT)
ADSL 6Mb/512k	€159 <input type="checkbox"/> or	€1,908 <input type="checkbox"/>
ADSL 4Mb/384k	€85 <input type="checkbox"/> or	€1,020 <input type="checkbox"/>
ADSL 3Mb/384k	€45 <input type="checkbox"/> or	€540 <input type="checkbox"/>
ADSL 2Mb/128k	€33 <input type="checkbox"/> or	€396 <input type="checkbox"/>
ADSL 1Mb/128k	€29 <input type="checkbox"/> or	€348 <input type="checkbox"/>
Installation Fee (ex VAT): Self install €49 <input type="checkbox"/>		
Installation Fee (ex VAT): Onsite engineer €165 <input type="checkbox"/>		

Options

IP allocation: 1 IP address allocated as standard

Number of additional IP's required A RIPE form is required for additional IP allocation.

	Monthly (ex VAT)	Annually (ex VAT)
Enhanced Option	€30 <input type="checkbox"/> or	€360 <input type="checkbox"/>

Please specify the domain name you wish to register/transfer: _____

Business Online Backup:

2Gb capacity - €30 <input type="checkbox"/>	5Gb capacity - €60 <input type="checkbox"/>	10Gb capacity - €100 <input type="checkbox"/>
20Gb capacity - €175 <input type="checkbox"/>	50Gb capacity - €400 <input type="checkbox"/>	100Gb capacity - €750 <input type="checkbox"/>

Hardware: Hardware (router) is shipped to the installation address as indicated above and remains the property of Magnet Business.

Authorisation

I confirm that all of the above has been clearly explained to me by a representative of Magnet Business.

Signed: _____ Date: _____

Print: _____

Payment Details: Please complete your payment details on the enclosed payment mandate form.
 VAT @ 21% to be added to all prices at time of payment

MAGNET BUSINESS

Business Broadband Terms and Conditions

Magnet Business agrees to make available to the Customer the Facility described below on the following Terms and Conditions:

1.1 In this Agreement:

The Order Form, these Terms and Conditions and the Acceptable Use Policies constitute and set out the entire agreement (" the Agreement ") between the Customer and Magnet Business relating to the provision and where applicable the installation of the Facility. If there is any inconsistency between these documents they shall take precedence in that priority order.

"ADSL Line" means an asymmetric digital subscriber line.

"Agreement" means this agreement between Magnet Business and the Customer for the provision and where applicable for the installation of the Facility.

"Connection Charge " means the once off non-recurring charge payable by the Customer for initial provision and where applicable installation of the Facility.

"Content " means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

"Charges " means rental, connection charge and any other charge payable by the Customer to Magnet Business hereunder.

"Customer " means the person with whom Magnet Business makes has made or is deemed to have made an agreement for the provision to such person of the facility and also means a person to whom such facility has been or is being provided.

"Facility " means the provision of an ADSL/SDSL line at the Premises to enable the customer to avail of high speed Internet access at a level selected by the Customer.

"Initial Period " means twelve calendar months from the Ready for service (RFS) date. Magnet Business may from time to time make its services available on a promotional basis. These promotions will be subject to special conditions which amend these conditions and will be notified to the Customer with details of the promotion. Promotions may also be subject to qualifying conditions which the Customer will need to meet.

"Kit" means equipment comprising of, inter alia, hardware and software.

"Magnet Business " means Solutions by Magnet Business of International Exchange Centre, Clonsaugh, Dublin 17, Ireland .

"Magnet Business broadband" means the Facility.

"Order Form" means the relevant form of order or other such appropriate form for the facility issued by Magnet Business which the customer completes and communicates to Magnet Business.

"Premises" means the location where the Facility is provided.

"Ready for Service date" (otherwise "RFS date") means the date on which Magnet Business establishes the Facility for the Customer.

"Rental" is the recurring charge payable by the Customer to Magnet Business in respect of the Facility.

"Welcome Letter" means any letter supplied to the Customer with the Kit.

The Agreement supersedes and replaces all prior communications, drafts, contracts, representations, warranties, undertakings and agreements of whatever nature whether oral or written, between the parties to the Contract.

1.2 This Agreement shall be governed by and construed in accordance with Irish law.

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.4 The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

2.1 The Customer hereby agrees to avail of the Facility subject to the provisions of the Telecommunications Scheme in force for the time being and the provisions of any legislation applicable thereto (all together hereinafter referred to as "the Regulations").

2.2 The Facility shall be provided either by way of Full-Install (the installation of the Facility at the Premises by a Magnet Business technician) or, by way of Self-Install (the provision of a Kit by Magnet Business to the Customer to enable the Customer to carry-out the installation itself).

2.3 The Facility is available at different levels. Each level has a particular set of features (e.g. bandwidth, loan equipment functionality etc.) and a Broadband Traffic Policy (defined within the Magnet Business Acceptable Use Policy): The Customer shall select the level of the Facility it wishes to avail of and shall inform Magnet Business of its selection. The Customer agrees to be bound by the Broadband Traffic Policy attaching to its selected level of the Facility. In the event that Customer usage represents excessive use of the Facility, Magnet Business may, without prejudice restrict usage or, request the Customer to select a level more appropriate to its usage. In the event of the Customer refusing or neglecting to select an alternative level of the Facility, Magnet Business may, upon due notice, terminate the provision of the Facility to the Customer.

2.4 The Customer may change the level of the Facility selected by it on giving at least five (5) days notice to Magnet Business. There shall be no charge payable to Magnet Business by the Customer for an upgrade of a level. A fee, as set out in the Regulations, shall be charged by Magnet Business and paid by the Customer in respect of a downgrade of a level.

2.5 The customer acknowledges that the Facility is dependant on the customer's access line characteristics. If your line won't support the date rate speed requested Magnet business will offer you the best available speed that your line will support and downgrade the contract to reflect the speed the customer is able to achieve.

2.5.1 The Customer acknowledges that the Facility will depend upon the characteristics of the Customer's Access Line and that where the Carrier so determines it may not be possible to supply any Service. In this event Magnet Business shall have the right to terminate this Agreement without liability to the Customer.

3.1 This Agreement shall commence on the Ready for Service date and shall be for the Initial Period. This Agreement may be terminated after the Initial Period of Service by giving Magnet Business not less than thirty (30) days written notice. If a Customer wishes to end this Agreement before the end of the Initial Period of Service, Magnet Business shall be entitled to charge the Customer fees which would have been payable by the Customer for the balance of the Initial Period of Service.

3.2 The Customer may cancel its order for the Facility at any time prior to the RFS date. In the event of such cancellation by the Customer it shall be obliged to pay a cancellation cost of €165 reflecting costs incurred by Magnet Business in the provision of the Facility to meet the RFS date. The Customer shall also be obliged to return any loan equipment which may have been provided to it by Magnet Business . Any equipment shall be returned to Magnet Business at International Exchange centre, Clonsaugh, Dublin 17, Ireland . In the event of any equipment not being returned to Magnet Business within ten (10) days of the cancellation of the Order for the Facility, the Customer shall be charged by Magnet Business and shall pay to Magnet Business such sum as is set out in the Regulations as being the charge payable in respect of the non-return of any Kit.

4.1 The Customer agrees to provide Magnet Business and its agents with all such information and cooperation including, inter alia, suitable Premises, equipment and services as Magnet Business may reasonably require from time to time to enable it to provide the Facility. Magnet Business may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.

4.2 On the placing of the order for the Facility, the Customer shall be provided with:

(a) the RFS Date by Magnet Business ; and

(b) where the Customer so requests Magnet Business shall provide it with the use of an ADSL modem for the duration of this Agreement to facilitate connection to the Facility.

5.1 The customer has read and understands the Acceptable Use Policy (AUP) and understands that the AUP may be revised from time to time. The Facility may only be used by Customers in accordance with Magnet Business's Acceptable User Policy available at <http://www.magnetbusiness.ie>

6.1 The Customer agrees that without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with the Regulations in respect of the Facility.

7.1 This Agreement may be suspended or terminated by Magnet Business for breach of its terms or, otherwise in accordance with the Regulations.

7.2 Subject to the provisions of clause 7.3, this Agreement may be terminated by either party on two month's written notice to the other.

7.3 If the Customer terminates this Agreement during the Initial Period, Magnet Business may, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to Magnet Business and the Customer agrees to pay to Magnet Business as a termination charge, such sum as represents the remaining Rental due for the Initial Period plus the disconnection fee as per clause 7.3.1

7.3.1 A disconnection fee of €75 (plus vat) will apply to the service cancellation.

7.4 On termination of this Agreement for whatever reason, the Customer shall return to Magnet Business within fourteen (14) days of such termination any loan equipment, the use of which may have been supplied to it pursuant to clause 4.2(b) by Magnet Business as part of the Facility. In the event of failure by the Customer to return such loan equipment it shall become liable to pay to Magnet Business €80 in respect of such failure.

7.5 Where this Agreement is terminated by the Customer for the purposes of availing of Bitstream Port Transfer, the transfer to another authorised operator shall not come into effect until such time as the Customer has paid to Magnet Business all Charges due and owing, up to the date of termination together with all Charges arising from such termination as set out in this clause 7.

7.6 Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.

7.7 Magnet Business does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error-free.

7.8 The Customer agrees that from time to time it may be necessary for Magnet Business to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to Magnet Business's telecommunications network or otherwise in accordance with the law. Where possible Magnet Business will give the Customer notice prior to such suspension of the Facility and Magnet Business shall restore the Facility as soon as possible after such suspension.

7.9 The Facility is provided in accordance with the relevant product description in the Regulations. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. The customer agrees and undertakes to adhere to these constraints and restrictions.

7.10 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.

7.11 Where additional terms and conditions or sections of the Acceptable User Policy govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.

8.1 In no event shall Magnet Business be liable to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty for:

(i) any loss of revenue, business, contracts, Anticipated Savings, or profits, or

(ii) any loss or corruption of data or software configuration

(iii) any indirect or consequential loss, howsoever arising. "Anticipated Savings" means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.

8.2 In so far as the same is permissible by law, Magnet Business shall not be liable in contract, tort or otherwise for any loss, injury or damage, other than death or personal injury arising directly from:

a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility;

(b) any failure of the Facility;

(c) any failure of, or defect in, anything provided as a part of or in association with the Facility.

8.3 In no event shall Magnet Business be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that Magnet Business has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility

9.1 The Customer shall indemnify Magnet Business against all claims made against Magnet Business , for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.

10.1 The Customer shall notify Magnet Business as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and Magnet Business shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location Magnet Business considers the reported fault to be located..

10.2 Magnet Business reserves the right to charge the Customer reasonable costs and expenses incurred by Magnet Business in providing maintenance services where the need for maintenance services results from any one of or a combination of the following:

(i) acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or

(ii) government control, restrictions or prohibitions; or

(iii) any other act or omission of any public authority (including Government) whether local, national or international; or associated with any telecommunications systems other than that of Magnet Business ; or vii) any other cause whatsoever which is beyond the reasonable control of Magnet Business ..

(iv) the wilful or negligent act or default of the Customer or of any supplier, agent of the Customer; or (v) failure of the Customer to comply with any of the provisions of this Agreement; or (vi) fault in or other problem

10.3 The charges payable in respect of the provision of such maintenance are as set out in the Regulations.

10.3 The term "maintenance" means maintenance of the NTU (Network Termination Unit) and/or the Splitter but not any internal wiring which at all times remains the responsibility of the Customer.

Magnet Business reserve the right to alter these terms and conditions without prior notice.