



## HOME PACK INTERNET BUNDLE TERMS AND CONDITIONS

These terms and conditions were last updated on April 2023

### A. Your Agreement

- These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us, together with the following terms (together with any other documents referred therein), where applicable:
  - The Application Form
  - The Special Offer Terms and Conditions
  - The Bundled Plan Terms and Conditions
  - The Product Terms and Conditions
  - The General Terms and Conditions
- If any of these documents conflict with one another, the terms will apply in the order of precedence set out above.
- The Bundle applicable to Your Agreement is specified in the Application Form. We reserve the right to stop, suspend, amend or otherwise alter this Bundle, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.

### B. Definitions

- 'Residential' means that the Premises where the Service is installed are used wholly:
  - For residential purposes;
  - As non-governmental organisational Premises, if We decide in Our sole discretion to allow the said non-governmental organisations to benefit from this Residential Bundle Tariff.

### C. The Bundle

- The Home Pack Bundled Plan (the 'Bundle') is a Residential Bundled Plan provided by Us. You subscribe to this Bundle by signing an Agreement with Us.
- This Bundle is regulated by its terms and conditions. By subscribing to this Bundle You are agreeing to all of the terms and conditions found in the Agreement. If You do not agree to any of these terms, You should not subscribe to this Bundle.
- The Bundle and add-ons available consist of the following:

A. Bundle	Home Pack – Turbo	Home Pack – Super <sup>1</sup>	Home Pack – Giga <sup>1</sup>	Minimum Term
i. Monthly fee – Standard (no commitment)	€30.99	€35.99	€45.99	1 Month
ii. Monthly discount – 24 month subscription	-€5	-€5	-€5	24 Months
iii. Monthly discount – Direct Debit Mandate Payment Method	-€1	-€1	-€1	1 Month

Included within the Bundle	Home Pack – Turbo	Home Pack – Super <sup>1</sup>	Home Pack – Giga <sup>1</sup>
b. Fixed Voice Service	Home Talk Calls to all local fixed @€0.05c per minute Calls to all local mobile @€0.22c per minute		
c. Internet Service (Download Speed / Upload Speed)	100/15 Mbps*	500/50 Mbps	1000/60 Mbps
d. Free Unlimited Minutes Monthly with Home Pack Mobile Community	Included		

<sup>1</sup>In Fibre Areas only.  
<sup>\*</sup>100/15Mbps speed when Bundle is provided over Fibre. Otherwise applicable speed is 75/15 Mbps.

Optional Fixed Voice Service Add-ons		
e.	Monthly fee - Limitless All Local Fixed & Mobile Voice Add-on*	€3.99
f.	Monthly fee - Limitless Fixed calls to EU, USA, Canada, Australia*	€7.99

\* Local and international premium rated numbers, as well as calls to directory services are not included.

Optional Internet Service Add-ons*		
g.	Turbo Double Internet Upload (100/30 Mbps)*	€1.99/month
h.	Fixed IP Address	€2.32/month

\*Add-ons available in Fibre areas only.

### 4. List of Charges;

a. Equipment, Installation and Service related charges:		
i.	Lease of GO standard ADSL modem	€45
ii.	Home Plugs – Devolo 550+ (optional)	€54.99
iii.	Home Plugs – Devolo 1200+ (optional)	€125
iv.	Fixed Voice Installation	€75 <sup>2</sup>
v.	Location Portability	€50
vi.	Internet Technical Support	€30
vii.	Distributed DSL splitter (the first one is provided free of charge with the modem)	€5
viii.	Centralised filter	€10
ix.	Permanent change in access number	€22
x.	Temporary change in access number	€23.87
xi.	Change of Registered Residential Subscriber	€13.85
xii.	Extension Kit Telephone	€10.75

<sup>2</sup> Free fixed voice installation with twenty-four (24) month subscription

b. Lost/Stolen/Damages or Unreturned equipment charges:		
i.	Always On Modem Speedtouch 546/706/585	€50
ii.	Alcatel I-010G-U ONT Device	€100
iii.	Technicolor TG799 modem	€90
iv.	Smart Hub (Sagemcom GO Hybrid Router Fast 5370 Air)	€150

c. Bill related charges and other fees		
i.	Changes to the Community members	€1.16/ change
ii.	Collection or Recovery fees	€25
iii.	Printed bill	€2/bill
iv.	Late Payment Fee (30 days past due)	€5
v.	Late Payment Fee (Over 60 days past due)	Maximum allowed by law (8% per annum)
vi.	Rejected Payment charge	€5
vii.	Other penalty charges	As applicable
viii.	Legal and administrative fees	As applicable

### D. Explanation of Charges

- Unless otherwise stated, all charges quoted in this Bundle Terms and Conditions are inclusive of VAT.
- Monthly Fee:
  - The monthly fee comes into force on the date when the last of the Services specified in clauses C.3.b and C.3.c is installed or made available to You.
- Included within the Bundle:
  - The Bundle consists of the services and other benefits specified in clauses C.3.b to C.3.d.
  - The free unlimited mobile minutes are shared between members of the Home Pack mobile community ('Community') that You can form by following the instructions available on Our website or as provided in one of Our retail outlets.
  - The rates for calls to non-local numbers are available on Our website. You may also request a printed copy from one of Our retail outlets.
  - Up-to-date rates about directory charges can be obtained from the Directory section on Our website. A printed copy may also be obtained from one of Our retail outlets.
- Other Charges:
  - The charge in clause C.4.c.i applies to any changes done to the community members after the first four (4) invitations were sent and accepted.
  - Location Portability in clause C.4.a.v refers to the relocation of the fixed line and the Internet services from one location to another.
  - The Direct Debit Monthly Discount listed in C.3.a.iii is a monthly discount applicable to You when You authorize GO to pay Your bill through Direct Debit Mandate. In the event that You change Your payment method of the respective billing account to an alternative payment method, this discount will automatically stop immediately
  - This Bundle is by default an e-billing tariff. This means that You will receive Your bill through electronic means by using Our e-billing functionality available through Our website. You agree to register for this functionality and to supply Us with a valid email address where We can notify You when Your bill is available as well as to send You other relevant information. Should you fail to do so, a charge shall apply as per clause C.4.c.iii.
  - The charge listed in clause C.4.c.iv will be incurred if You do not pay Your bill. This charge will show on the first bill which shows arrears. If such bill is not settled in full within 60 days from date of issue, interest as listed in clause C.4.c.v will be charged and continue to be charged until payment is settled in full.

### E. Other Service Information

- All the Services that form part of the Bundle requiring installation shall be installed at the Premises specified in Your Application Form. If You are a new subscriber subscribing to a 24 month subscription bundle, We shall provide the installation free of charge for Your services specified in clauses C.3.b and C.3.c. This means that:
  - For fixed voice Service, We will provide the installation of the line free of charge

- when subscribing to the 24 month subscription Bundle. Otherwise a one-time charge of €75 applies as per clause C.4.a.iv.
- b. For the internet Service, We will provide You with the free self-installation and free use of the modem.
  2. Usage of internet service as stated in clause C.3.c is unlimited and has no data usage cap, providing that You abide by the fair usage policy as outlined in the Product Terms and Conditions.
  3. Any Equipment We provide You under this Agreement shall remain Our property and should be returned to Us upon termination of the Agreement for whatever reason. If this Equipment is not returned to Us in good condition, We reserve the right to charge You the penalties as specified in clauses C.4.b.
  4. Your free unlimited mobile minutes available in the Community shall be:
    - a. Available once You create the Community;
    - b. Assigned to up to five (5) members of Your Community as one bundle each. The minutes cannot be transferred from one member to another or to anyone else;
    - c. Applicable only when the Community member is in the Territory.
  5. Your Community consists of the following:
    - a. The mobile number You have nominated as Your 'Main Number' in the Community;
    - b. Up to four (4) other GO mobile numbers that are subscribed to a mobile tariff plan that is compatible with this Bundle;
    - c. The members of the Community may only be part of one (1) Community at any point in time.
  6. The free unlimited minutes are applicable for mobile calls made between the Community members, as well as calls made by the Community members towards the fixed voice Service number affixed to this Bundle. The fixed voice service number shall be charged as specified in Clause C.3.b for calls made towards the Community members.
  7. The Main Number shall be:
    - a. Responsible for the management of the Community until You decide otherwise;
    - b. Registered with Us on a mobile tariff plan that is compatible with the Bundle.
  8. The mobile tariff plans that are compatible with the Bundle are:
    - a. Pay As You GO (the 'PAYG'): this will be automatically upgraded to PAYG Home Pack upon accepting the invitation to join a Community. Once a PAYG Home Pack number leaves the Community, that number will be automatically migrated back to the mobile tariff plan PAYG Base;
    - b. Pay Monthly tariff plans that are identified as being 'Home Pack Compatible'.
  9. PAYG subscribers joining the Community shall be given the free unlimited minutes upon joining.
  10. The Main Number may add or remove members in the Community at will. The first four (4) invitations are free of charge, while any changes thereafter shall be charged as specified in clause C.4.c.i. A Community member may also leave the Community at any time by following the Community instructions available on Our website or from one of Our retail outlets.
  11. If You remove a member during a month and add another one, the new member will not be eligible for the free minutes until the start of the following month.
  12. The Community shall be automatically terminated if:
    - a. The Agreement is suspended or terminated for any reason;
    - b. We suspend and/or terminate any of the Services forming part of the Bundle for any reason attributable to You;
    - c. The Main Number terminates the Community;
    - d. The Main Number migrates to and/or terminate a mobile tariff plan not compatible with Home Pack.
    - e. You request Us to terminate the Community.
    - f. If You terminate the Community and do not create a new Community, or assign a new Main number to create a new Community.
  13. You are responsible for the management of the Community at all times. You are responsible to inform members of Your Community on the Community conditions prior to sending the invitation to join.
  14. The Typical Speed Range (the 'TSR') corresponds to the 20th and 80th percentile marks of the measured access speed of a sample of subscribers on the Tariff. Where the 20th and 80th percentile marks are identical, only one figure is given. The sample is such that the results enjoy a statistical margin of error of 5% or better. For new Services, TSR is a realistic and prudent estimate.

Download Speed		Upload Speed	
Advertised Speed / Mbps	Typical Speed Range / Mbps	Advertised Speed / Mbps	Typical Speed Range / Mbps
Turbo on Copper networks (75)	48-75	Turbo on Copper networks (15)	15
Turbo on Fibre networks (100)	100	Turbo on Fibre networks (15)	15
Super (500)	500	Super (50)	50
Giga (1000)	1000	Giga (60)	60

#### F. Minimum Term

1. **This Bundle has a minimum term of either one (1) month or (24) twenty-four months depending on the option You subscribed to at time of application of this Bundle and shall be charged in accordance with either of the charges listed in section C.3.a respectively. The Bundle You subscribed to is stated on the Application Form found within this Agreement.**
2. **The minimum term shall come into force on the date that the last of the Services specified in clauses C.3.b and C.3.c is installed.**
3. **In the event that You subscribed to the 24 month subscription Bundle, following the lapse of the minimum term, Your Bundle will**

**remain active and the discount specified in clause C.3.a. ii. will no longer remain applicable, unless You subscribe to a new 24 month subscription Bundle Agreement.**

#### G. Try and Buy

1. With this Bundle You are eligible for a Try and Buy of thirty (30) days. This means that within this timeframe You can decide to stop the agreement without incurring the related Bundle Early Termination Fees. You may do so by visiting one of Our authorised outlets and returning any equipment in good working condition and with the original packaging. If these terms are not met, You will be charged a penalty fee as specified in clause C.4.b.
2. Try and Buy is applicable only if You are a new GO Home Pack customer.

#### H. Other Important Terms

1. You agree to do everything You can to ensure that the Services mentioned in clauses C.3.b and C.3.c are installed within thirty (30) days from the date that Your Application Form is accepted by Us. The Bundle shall come into force when the last of these Services is installed.
2. The Services or add-ons can be used as soon as they are installed or made available to You. However, any usage made from installed Services at Your Premises prior to the date when the Bundle comes into force as stated in clause H.1, shall be charged at the rates specified in clause C.3.
3. You will not be able to activate the Community until the Bundle comes into force.
4. If, for any reason directly attributable to You, We are unable to provide You with all the Services specified in clauses C.3.b to C.3.d within the time period specified in clause H.1, the charges in clause C.3 as applicable will be charged in full from the lapse of the 30 day period.
5. Change in Internet service
  - a. When subscribing to the Bundle on a 24 month subscription, You will be able to switch Your Internet Service to any of the options specified in Clause C.3.c without incurring any penalties specified in Clause H.6 or impacting Your minimum term, as long as the time frame specified in Clause H.5.b is adhered to.
  - b. Your current Internet service must be active for a minimum period of 3 months before You are able to switch to another Internet service option available within the Bundle, as specified in Clause C.3.c.
  - c. For the month in which you switch to any of the options specified in Clause C.3.c You will be billed on a pro-rata basis for the respective charges specified in Clause C.3.c. Thereafter, your monthly bills will reflect your new Internet Service option

6. **If the Agreement or any of the Services specified in clauses C.3.b to C.3.c are terminated by You or for any reason directly attributable to You prior to the lapse of the term of Your Agreement as specified in Clause C.3.a.i & C.3.ii, You shall be liable to pay a one-time Bundle Early Termination Fee of two/one hundred euro (€200/€100) during the first/second year of the term, respectively, or the remaining tariff, whichever is the lowest. This disconnection charge will fall due even if You are downgrading to any other Home Pack or Bundle, but will not apply if You are permanently moving to another Premises where we are unable to provide You with all or parts of the Bundle.**

7. If the Fixed Voice Service over which Your Internet Service is provided is suspended or terminated, the Internet services could be suspended or terminated as well.
8. Alternative Fixed Wireless Service
  - a. If, for whatever reason at any time within Your term, We are unable to provide You with the Bundle and the Internet speed You subscribed to over a fixed connection, we may provide You with a Smart Hub and offer You the Bundle over a fixed wireless mobile connection on our Turbo internet tariff at a maximum speed of 35Mbps. Should You still decide on continuing with the Bundle Your connection speed will be set to reach a maximum of 35mbps/15mbps. Should You feel that this connection speed is not satisfactory, You may, within thirty (30) days from the Service activation of this fixed wireless mobile connection terminate the Bundle without incurring any penalties yet be liable to pay the relevant charges as specified in clause I.1 of the General Terms and Conditions. Should we not hear from You within these 30 days, You will then automatically be bound to the remaining Minimum term as stated in Your Agreement.
  - b. If at the time of application You subscribed to a Bundle other than Home Pack Turbo and You later accept to be provided with a Smart Hub that is, You accept to have Your Bundle installed over a fixed wireless mobile connection, Your Agreement and billing will automatically be updated to Home Pack Turbo and any additional conditions and/or benefits that You were entitled to on any other Bundle will not remain applicable. For the avoidance of doubt, Smart Hub Terms and Conditions will also start to apply and the line speed listed in Your Agreement will also be updated to 'Estimated 35Mbps Fixed Wireless Mobile Connection'.
  - c. The conditions explained in clause H.8.b will remain applicable until Your Premises are provided by Us with a fixed connection that is equivalent to or exceeds 35Mbps Internet Download speed. We will notify You of the date that Our technician can visit Your Premises and You undertake to cooperate with Us to effect this change.
9. From time to time, offers may be available on Our Bundled Plans for a limited time-period. Where these offers are over and above and not dependent on or for the full duration of Your Agreement with Us, We reserve the right to discontinue such offers at any time. In all cases, We will inform You about the expiry of the offer by giving You 30 days' notice. If You are on the 24 month subscription option You will not have the right to terminate Your Agreement without incurring any Early Termination fees. However, should You wish to continue to benefit from the offer despite the expiry of the offer period, You may do so at a charge in accordance with the Bundle terms and conditions. You will need to inform Us of Your intention and may need to sign a new Agreement with Us.