

Supplemental terms and conditions – for self-install customers

These terms and conditions are supplemental to UPC's General Terms and Conditions (see www.upc.ie). Definitions contained in the General Terms and Conditions and which are used in this document (the 'Supplemental Terms and Conditions') have the same meaning unless the context particularly and expressly requires otherwise. In all other regards words shall have their ordinary meaning.

1. Definitions –

'Agreement' means the entire contract between you and Us comprising the order form, General Terms and Conditions and Supplemental Terms and Conditions. Your order may also be placed by telephone or online and we do not require further confirmation in writing from you.

'Equipment' means all equipment and replacements thereof supplied by us or on our behalf to you in connection with provision of any of the Services provided to you under this Agreement including (without limitation) any cable modem, cable or software.

'Delivery Address' means the address as specified by you on the order form or during the order process by telephone where the Equipment ordered shall be delivered.

'Order' means an order made by you for UPC Services including the provision of Equipment for Self-Install.

'Self-Install or Self-Installation' means the installation by you personally, independent of UPC or its agents, of the Equipment provided to you by Us for the purpose of accessing the service in accordance with guidelines issued by UPC.

'Service Address' means your residential address in the Republic of Ireland where the Equipment is or is to be connected/installed in accordance with this Agreement.

'Us', 'UPC' or 'We' means UPC Communications Ireland Limited with a registered address at Building P2, Eastpoint Business Park, Clontarf, Dublin 3.

2. Acceptance of Orders

The information displayed online or provided by UPC sales representatives, including prices, does not constitute an offer but rather an invitation to treat.

All orders for Services by you shall be deemed to be an offer and are subject to acceptance by UPC, which shall occur upon delivery and your order shall be deemed accepted upon delivery of the relevant order of Equipment to you for Self-Install. Use of the Services by you shall also be unequivocal confirmation of acceptance by you of these Supplemental Terms and Conditions and the General Terms and Conditions.

3. Delivery

UPC shall endeavour to deliver your order within five (5) working days however delays may occur. All orders are subject to availability. UPC is not liable to you for any delay in making deliveries. UPC give no undertaking whatsoever that We shall deliver the Equipment on, or by, a certain date, and We shall not be liable to you for any delay in delivering the Equipment or Services UPC or representatives of UPC shall deliver the Equipment to the Delivery Address during the hours of 9am to 5pm. Delivery is confirmed by the signature of any party presenting as occupier of that address at the time of delivery or person nominated by you at that address. UPC is not liable to you for ensuring personal delivery to you. No Equipment shall be delivered outside of the Republic of Ireland or to PO Boxes.

4. Provision of Services

The Services shall be provided by way of Self -Installation.

We are not responsible if you are unable to access the Services due to the fact that your own apparatus or equipment is incompatible with the Services provided, or does not conform to the minimum specifications published by Us on our website or advised by Us from time to time. We refer you to clause 2 of the General Terms and Conditions.

5. Use of Service

You acknowledge and agree that the delivery address may be different to the Service Address. You agree and warrant that you shall only use the Equipment at the Service Address as specified by you on the order form, contract and/or (if relevant) during the order process by telephone.

The Services and the Equipment are only provided under this Agreement for residential customers and are for residential, non-commercial use only.

6. Equipment

We shall supply you with the Self-Install Equipment to facilitate provision of the Services. You must not use the Equipment for any other purpose and must comply with all

manufacturers' instructions and any reasonable instructions that We may give you regarding the use of the Equipment. The Equipment belongs to UPC. You must ensure that any equipment connected to or used with the UPC Equipment must be connected and used in accordance with all applicable instructions, safety and security procedures as provided by UPC.

You acknowledge that the Equipment is intended for use with the UPC services. Equipment must not be resold, transferred or otherwise distributed for commercial purposes.

7. Charges and Payment

Charges for the delivery of the Equipment are specified at the time you submit your order. Please see clause 6 of the General Terms and Conditions in relation to charges and payment methods.

8. Cancellation of Order

If the Equipment has been ordered online, over the telephone through our telesales team or other distance selling method, you have 7 days to cancel your order of Equipment from the date you receive your order for any reason. On exercise of this right UPC shall issue you a refund within 30 days. If however you use the Services within the 7 day period this may affect your right to cancel. We refer you to the General Terms and Conditions for information on other cancellation rights that you may have.

9. Warranties

You undertake and warrant that all information provided to UPC for the purpose of making an Order is true and accurate. In particular you undertake and warrant that you are resident in Ireland, are over 18 years of age and legally entitled to enter into and sign a contract. You warrant that the bank information provided (including but not limited to credit card and bank account numbers) are correct and that you are fully entitled to use the banking information and there is sufficient funds to cover any order.

10. Termination

Please see clause 11 of the General Terms and Conditions

11. Severability

If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision or part of that provision.

12. Governing Law

This Agreement is subject to the laws of the Republic of Ireland.