Broadband Standard Terms & Conditions

[Definitions](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Definitions)

The following words shall have the following meaning:

“Blacknight”, “we” “us” shall mean Compupac IT Solutions Limited, whose registered address is at Unit 9 Cleveragh Business Park, Cleveragh, Sligo F91 XH64 ,Ireland and its employees;

“Acceptable Use Policy” means additional terms and conditions that govern the acceptable use of the Service(s) by you and are available online at [www.compupacit.ie](http://www.compupacit.ie);

“Agreement” means these Terms and Conditions; the Order; the Acceptable Use Policy; the Product & Pricing Guide(s) which together constitute a legally binding agreement between Compupac and the Customer. The Agreement shall come into force once you start to use the Service(s) as determined by us;

“Authorised Installer” means any party authorised by Compupac to install the Equipment but not the Customer;

“Affiliate” means a holding company, group company, or subsidiary direct or indirect, or a company that is under the common control of the company concerned;

“Charges” means all charges payable by you to us to avail of the Service(s); the current Charge(s) are detailed in the [Compupac price list](https://www.blacknight.com/price-list/);

“Customer” or “you” means the person who has entered into this Agreement with us to use the Service(s);

“Customer Authorisation Form” means a form to be completed by you to take up the Service(s);

“Customer Address” means the residential or business premises location in the Republic of Ireland where the Service(s) are provided;

“ComReg” or “Commission for Communications Regulation” means the national regulatory authority for the telecommunications market in Ireland;

“Connected Services” means services that are not provided by Compupac and do not form part of the Service(s) but which may use the broadband service, for example alarm monitoring; remote monitoring; medical monitoring; telemetry of any kind; Content and Content services; TV services and other third party internet based services;

“Content” means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be accessible by use of the Service(s);

“Equipment” means the equipment that is supplied by Compupac to you when you subscribe to the Service(s) that enables you to connect to the Network and access the Service(s) and includes any other fittings, accessories and modifications thereto by us from time to time;

“Internet” means the global public network based on a common communication protocol which supports communication through the world wide web and other means;

“Minimum Term” means the first six (6) calendar months of the Service(s) beginning from the Start Date;

“Network” means the telecommunications system owned and operated by Compupac IT and its partners in accordance with its authorisation and the regulations set out by ComReg and any other amending or additional regulations or legislation or Codes of Practice (that are binding upon Blacknight);

“Order” means an order made by you to us for the provision of the Service(s) and includes, where necessary, a Customer Authorisation Form and, where completed, a Direct Debit Mandate and such order may be made by the Customer in writing, on-line or via a recording of the call serving as a record of the customer’s consent. Acceptance of such order shall be at the sole discretion of Compupac IT;

“Start Date” means the date on which Compupac IT provides Service(s) to you or the date on which you use any part of the Service(s) as determined by Blacknight, whichever is the earlier;

“Broadband Service” means the service which may be provided through specific electronic equipment, and device(s), and that enables connection to the Internet over the Network;

“Services” means the telecommunications service provided by Compupac IT including voice, broadband and any other associated services supplied by us to you and in accordance with the Compupac IT Product & Pricing Guide(s) and Acceptable Use Policy;

[Service](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Service)

Compupac IT will endeavour to provide the Service without delay once the line or broadband service has been transferred or installed.

Any and all faults or call out or service requests will be reported to Compupac IT by the Customer. Where a call out is required, a call out fee will be charged as per price list

[Billing & Payment](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Billing & Payment)

Compupac IT prices for the Service(s), as amended from time to time also form part of the Agreement and are set out on the [price list](https://www.blacknight.com/price-list/) on our website.

All quoted prices are exclusive of Value Added Tax (VAT) unless otherwise stated.

All sums due to us shall be paid in full by the due date specified on your monthly invoice by means approved by Compupac IT.

Any customer who takes out a Compupac IT product which includes broadband agrees to pay their monthly invoice via credit card or direct debit. If this direct debit, for whatever reason is removed, the customer will incur an administration charge. Where the Direct Debit is not reactivated within a two month period, Compupac IT reserves the right to cancel all services.

Customers shall be charged monthly in advance for their monthly Service.

You may continue to receive a bill from your Access Provider prior to or while services are being transferred to Compupac IT or for any services or calls not covered by the Agreement. All such invoices are a matter for the Customer only, and do not form part of this Agreement. All Compupac IT broadband services require Direct Debit and Online Billing.

Should you disagree with any charges on your monthly invoice, you should contact Compupac IT Customer Care support team on 0818 925 365, email to [accounts@compupacit.ie](mailto:accounts@compupacit.ie).

Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date.

[Use of the Service – General](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Use of the Service – General)

The Customer undertakes not to use the Service:

* + For any unlawful purpose, nor cause any nuisance by the use of the Service, nor allow others to use the Service for any of the foregoing purposes; or
  + For the transmission of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene or menacing nature; or
  + For the infringement of intellectual property rights or trade secrets of another party; or
  + For the unlawful processing of automated personal data as defined in the Data Protection Act 2018
  + In a manner which in the opinion of Compupac IT in its absolute discretion makes abnormal demands on the Service or on Compupac IT network or facility from a single connection.

The Customer shall ensure the following:

* + You shall ensure that all persons having access to the Service comply with the terms and conditions herein stated.
  + You are bound to observe the confidentiality of the connection details and are therefore responsible for the security thereof.
  + You shall ensure that all Equipment provided to you for accessing the Service is maintained and kept in good working order.
  + You shall comply and are bound by all conditions of the licence under which the Equipment is provided.
  + You shall comply with all reasonable instructions given to you by us in relation to the use of the Services.

You shall inform Compupac IT of a change of name, address, email address and/or telephone number.

You shall indemnify and hold Compupac IT harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from, or in any way connected with the use of the Service by you or any party using the services provided.

[Use of the Services – Broadband Specific](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Use of the Services – Broadband Specific)

Your broadband speeds will vary depending on the type of broadband available in your area and the broadband product you have chosen. Compupac IT rely on our wholesale network partners in providing you with information on your maximum available broadband speeds at the point of sale (i.e. over the phone or online) however, we will confirm the specific maximum achievable speed information to you as soon as possible after you have connected/installed the services.

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

The maximum available download speed provided at the point of sale and/or confirmed following your installation may not be available at all times. The reasons for this are outlined in more detail further on in this section.

The maximum available download speed is the highest speed that we are realistically able to deliver and it will be specific to your connection, i.e. your maximum available download speed will depend on the distance of your connection from the cabinet or local exchange.

‘FTTH – Fibre to the Home’ Services. If you can connect by Fibre to your Home, then the maximum achievable download speed on your line will be confirmed in advance of connection to the Services.

‘FTTC – Fibre to the Cabinet’ Service (up to a Maximum speed of 100Mbps).

Please note the line speed is different to the throughput rate you experience on your device. The throughput rate i.e. the speed you experience, can depend on a number of factors such as:

* + Whether you are using Wi-Fi or direct fed cabling to connect devices in your home.
  + The number of devices connected to your Wi-Fi.
  + Interference with Wi-Fi signal from thickness of walls, distance from router and other electrical signals.
  + The speed your devices run at.
  + The quality of your internal phone line wiring.
  + Potentially faulty equipment.
  + The capacity of the host provider of the content you are accessing.
  + High ping times and jitter in the transmission of data or packet loss can result in your broadband running slowly, not loading web pages or you may experience 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. The more third-party services you subscribe to and actively use simultaneously will have an impact on your speeds.

If you experience any continuous or re-occurring non functionality with the actual performance of your broadband service, then please contact Compupac IT by email at [support@compupacit.ie](mailto:support@blacknight.com), by phone on 0818 925 365 or visit our website [www.compupacit.ie](http://www.compupacit.ie) for further details. We will endeavour to resolve any issues with your broadband service within 5 working days or alternatively provide a specific timescale for resolution if outside of this. Please note we will often rely on information from our wholesale network partners to assist with troubleshooting and diagnosing broadband and line issues. If, having gone through our resolution process, it is not possible for Compupac IT to remedy a situation where you are not achieving the speeds that we have communicated then you may select an alternative Service, we may offer a discount or you may choose to terminate your Service without penalty. You may also choose to exercise your rights under common law such as seeking rescission of the contract or under consumer law, such as the Sales of Goods and Supply of Services Act, 1980 (as amended) in accordance with your rights under Irish law.

In supplying the broadband services, Compupac IT will use reasonable skill and care but cannot guarantee fault-free performance. Compupac IT does not warrant that the services will be suitable for specific customer applications, that the operation of the Services will be uninterrupted or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.

Due to the wide range of causes of faults, many of them outside of Compupac IT control, it is not possible for Compupac IT to fix a particular fault in a guaranteed timeframe. However, Compupac IT will use all reasonable endeavours to repair faults in a timely fashion. There are no compensation and refund arrangements which apply if targeted service quality levels are not met, the service is provided on a best-effort basis.

Compupac IT reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Services as it considers necessary in the interests of safety, quality of the Services, other customers or telecommunications services as a whole. Compupac IT may also issue details as to minimum system requirements.

Compupac IT may modify the standard settings and/or features of the broadband services to offer additional services or add value to existing customer’s services from time to time.

[Liability](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Liability)

We shall use all reasonable endeavours to ensure that the Service is available for use by you in accordance with the standards for the time being relating to the Service as set out in Compupac IT service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

Compupac IT shall make reasonable efforts to prevent unauthorised access to the Service by third parties but shall have no liability to the Customer for any unauthorised access through the service to the Customer’s Equipment or premises.

We shall not be liable for any loss or damage of any kind caused by the failure of the Service or Equipment due to the incompatibility with the Service of hardware, software, and/or equipment supplied by you. Neither shall any third party, including without limitation, any other telecommunications company with whom Compupac IT or any of its Affiliates have entered into arrangements with for the provision of Services, networks, equipment, or rites of passage, have any liability to you, howsoever arising, as a result of the failure, interruption or delay connected with or involving any of the aforementioned.

We shall not be liable to you or any third party in contract, tort or otherwise for any financial loss whatsoever or for any indirect or consequential loss howsoever arising in relation to the use of the Service or the Equipment or any failure or error or default by us in the provision thereof, or otherwise in connection with this Agreement. Without prejudice to the generality of the foregoing, any and all liability arising under the Sale of Goods and Supply of Services Act 1980 is excluded to the fullest extent permitted by law.

We shall have no liability under this Agreement for the acts and omissions of other telecommunication operators.

We shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service provided by us unless the breach results from a wilful act or omission of Blacknight or its employees or contractors.

This Clause shall continue to apply notwithstanding termination of this Agreement.

[Cancellation](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Cancellation)

You have the right to cancel your contract within 14 days from the day of the conclusion of your contract or activation of your services, whichever occurs later, under S.I. No. 484/2013 – European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 as amended or any other legislation. To exercise the right to cancel, complete the cancellation form, or contact us via our Customer Care contact number at 0818 925 365, on via email to [support@compupacit.ie](mailto:support@compupacit.ie) within the 14 day period. If you have been provided with equipment from Compupac IT you will be required to return this equipment in order to avoid a charge as set out in Other Charges. Compupac IT will provide a returns bag on request. Please note that upon commencement of the services and during the 14 day cancellation period, you shall be liable for any charges for the services incurred up to the date of cancellation.

Unless within the minimum term of the agreement, the Customer may on foot of one months notice by email, cancel this Agreement at any time without penalty. If the Customer wishes to leave Compupac IT, the Customer must contact the new Access Provider to have applicable services transferred to the new Access Provider. The Customer will be liable for all charges with Compupac IT until the new provider has completed this transfer request.

If the Customer does not wish to move to another provider and wishes to cancel the connection, the Customer is required to provide this request in writing to Compupac IT via email to [sales@compupacit.ie](mailto:sales@compupacit.ie).

[Terms & Termination](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Terms & Termination)

Any Customer of the Service who seeks to terminate within the Minimum Period Agreement shall be liable to pay for any outstanding or incurred charges as set out in Other Charges.

Compupac IT will apply a clawback for any discounts already given should the agreement be breached/broken within the Minimum Period Agreement. If Compupac IT terminates the Service for any reason within the Minimum Period Agreement, the Customer shall also be obligated to pay charges as set out in Other Charges.

Without prejudice to its rights under this Agreement, Compupac IT shall have the right to terminate this Agreement forthwith by seven days written notice in the event that you are in material default of any of your obligations under this Agreement. In such case Customer will still be liable for all charges incurred through the date of actual termination of Service.

We shall have the right forthwith to terminate the Agreement for due reason, including, but not limited to if:

The Customer is in breach of any term of the Agreement or any information supplied by the Customer to Compupac IT is false or misleading; or

We are obliged to comply with an order, instruction or request of Government, the Director of ComReg, an emergency service organisation or other competent authority; or

You are suspected of involvement with fraud or acts, which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service.

If for technical reasons it is not possible to provide the Service.

Compupac IT shall have the right forthwith to suspend the Service or terminate the Agreement if a Customer fails to pay for the Service in accordance with these terms.

If a customer cancels a broadband service with Blacknight at any stage within the Minimum Term Agreement, the customer must return any and all modem/devices supplied by Compupac IT to Compupac IT registered offices within 10 working days of the cancellation completing. Blacknight will provide a returns bag on request. Failure to return the modem/router will incur a fee as set out in Other Charges.

If you are moving premises, we will endeavour, but shall be under no obligation, to provide you with a service at your new address. It may not always be possible to provide the exact same service if the new line is serviced from a different network exchange/area. You will be liable to pay the applicable charges as set out in Other Charges for the services provided to your old address if we are unable to provide service at the new address. If service can be provided at the new address, a new contract will begin and any termination fees from the old address and contract will be waived by Compupac IT.

[Force Majeure](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Force Majeure)

In the event of Force Majeure, neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, epidemic, pandemic, war, terrorist act, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, highway authorities or other circumstances beyond the control of the parties.

[Assignment](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Assignment)

Compupac IT may assign this Agreement to any party without consent of Customer.

Customer shall not assign this Agreement in whole or in part without prior written consent of Blacknight.

[No Waiver](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "No Waiver)

Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

Any deficiency in the Customer’s authority to avail of the Service or to use the Equipment shall not preclude reliance by Compupac IT on any of its rights under this Agreement.

[Notices](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Notices)

Compupac IT shall send all notices either to the Customer’s billing or email address as provided on registration or place same on the Compupac IT web page.

Compupac IT address for service of any notice hereunder shall be such address as appears on the last written correspondence rendered to the Customer or such other address as may be prescribed by Compupac IT for the purpose.

All written correspondence from Compupac IT shall be deemed served 48 hours after posting or on earlier proof of delivery.

[Data Protection](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Data Protection)

Please see the  [Compupac IT privacy policies](https://www.blacknight.com/legal/privacy/).

[Miscellaneous](https://www.blacknight.com/legal/broadband-terms-conditions/" \o "Miscellaneous)

If any provisions of the Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish courts.