



# Talk Packages Services Description

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**manx telecom**

# Talk Packages Services Description

## Telephone services delivered over fibre and copper lines

### 1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in the Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms and Conditions and the Services Order Form:

**“Broadband”** means the service we agree to provide you, which includes: asymmetric access to the Internet via the Manx Telecom Wholesale copper ADSL or VDSL networks, including products such as Essential, Fast, UltraFast and SuperFast, plus helpdesk services and any other associated services we may provide from time to time;

**“By-Pass Service”** means a service offered by a voice services provider other than Manx Telecom Trading Limited which enables the making of telephone calls that are charged for by the provider and not by MT;

**“Customer”** means the person or persons who, by written agreement with Manx Telecom Trading Limited, have the authority to purchase, change and cease the Service;

**“Fibre Broadband Service or Services”** means MT asymmetric Internet access products delivered over fibre such as Basic Fibre, Essential Fibre, Pro Fibre, Ultimate Fibre and Lightning Fibre;

**“Fixed Line Services”** means those services provided by Manx Telecom Trading Limited delivered over a copper landline that connects the Customer to the local telephone exchange;

**“Minimum Period”** means the contractually agreed term of the Service, agreed by both the Customer and MT, or any other Minimum Period agreed on by the Parties from time to time;

**“Parties”** means Manx Telecom Trading Limited and the Customer;

**“PSTN”** means the Public Switched Telephone Network which allows local, national and international telephone access;

**“Service or Services”** means the MT Talk Package associated with a copper landline or Fibre Broadband product;

**“Service Care Level”** means the target repair time that MT use all reasonable endeavours to attain in the event of a fault in the Service;

**“Talk Package or Packages”** means the method of accessing the PSTN for voice calls with each Package offering different inclusive call bundles;

**“Talk Only”** means the MT Talk Packages over fibre which permit phone calls only with no Internet access;

“We”, “us”, “our” and “MT” means Manx Telecom Trading Limited;

“You” and “your” means you, the Customer.

## 2. PROVISION OF TALK PACKAGES

- 2.1 The Minimum Period of the Service over a MT Fibre Broadband circuit is 24 months.
- 2.2 The Minimum Period of the Service over a MT copper landline is subject to our Service Description for Fixed Line Services F9/SD/01.
- 2.3 A Talk Package enables you to make and receive voice telephone calls to and from any similarly capable telephone equipment and network.
- 2.4 With the exception of circumstances under which the Service has been adversely affected by a fault condition preventing its correct function, or if temporarily disconnected, all Talk Packages allow calls to be made to the Isle of Man Emergency Services
- 2.5 All Talk Packages are available over MT copper landlines and MT Fibre Broadband circuits.
- 2.6 All MT copper landlines have a Talk Package included in the rental, pricing available on the MT website [www.manxtelecom.com](http://www.manxtelecom.com).
- 2.7 With the exception of Talk Only products, it is optional to have a Talk Package added to a MT Fibre Broadband circuit, pricing available on the MT website [www.manxtelecom.com](http://www.manxtelecom.com).
- 2.8 Any Talk Package purchased for use over an MT Fibre Broadband circuit must be used with the VoIP-enabled router provided by MT for the purpose of supporting the Service.
- 2.9 MT does not support the use of any VoIP-enabled router that has not been approved and provided by us to make voice calls over a Fibre Broadband circuit with one of our Talk Packages.

## 3. THE DIFFERENT PACKAGES

### 3.1 **Anytime** gives you:

- FREE calls to Isle of Man, Channel Islands, UK & Eire fixed lines for up to 1 hour
- Capped calls for up to 1 hour to Isle of Man, Channel Islands, UK & Eire mobiles every day
- Lowest cost international call charges
- FREE Star Services
- FREE Voicemail
- FREE Caller Display
- Groups Call Free
- Can be used in addition to broadband Internet access on the same circuit
- Not available as part of a Talk Only product

3.2 **Evenings and Weekends** gives you:

- FREE calls to Isle of Man, Channel Islands, UK & Eire fixed lines for up to 1 hour (Off Peak and Weekends)
- Capped calls for up to 1 hour to Isle of Man, Channel Islands, UK & Eire mobiles (Off Peak and Weekends)
- FREE Star Services
- FREE Voicemail
- FREE Caller Display
- Groups Call Free
- Can be used in addition to broadband Internet access on the same circuit
- Not available as part of a Talk Only product

3.3 **Weekends** gives you:

- FREE calls to Isle of Man, Channel Islands, UK & Eire fixed lines for up to 1 hour (Weekends only)
- Capped calls for up to 1 hour to Isle of Man, Channel Islands, UK & Eire mobiles (Weekends only)
- FREE Star Services
- FREE Voicemail
- FREE Caller Display
- Groups Call Free
- Can be used in addition to broadband Internet access on the same circuit
- Not available as part of a Talk Only product

3.4 **Basic** gives you:

- Per-call charging
- The lowest cost Talk Package that can be used in addition to broadband Internet access on the same circuit
- Can also be used as a Talk Only product

3.5 **Low User** gives you:

- Lowest rate of per-month rental
- Highest rate of per-call charging
- Not available with Internet access on the same circuit
- Exclusions apply
- Can only be used as a Talk Only product

## 4. SERVICE CARE LEVELS

4.1 The Service Care Level that applies to your Talk Package must be the same as that of the circuit or service over which it is delivered.

Call Package	Copper Landline		Fibre Broadband	
	Standard Care Level	Can be upgraded to	Standard Care Level	Can be upgraded to
Anytime	SCL 3	SCL 2 or 1	SCL 4	SCL 2
Evenings & Weekends	SCL 3	SCL 2 or 1	SCL 4	SCL 2
Weekends	SCL 4	SCL 3, 2 or 1	SCL 4	SCL 2
Basic	SCL 4	SCL 3, 2 or 1	SCL 4	SCL 2
Low User	SCL 4	SCL 3, 2 or 1	SCL 4	SCL 2

#### Service Care Level One (SCL1)

Following a customer report, faults will be cleared within 6 hours. SCL1 operates on a 24 hours, 7 days a week, 365 days a year basis, and includes out of hours engineering attendance;

#### Service Care Level Two (SCL2)

Following a customer report, faults will be cleared by 1700hrs on the next working day. SCL2 operates between the hours of 0800hrs and 1800hrs Monday to Saturday, including Isle of Man Public Holidays. Out of hours engineering attendance is available upon request and charged in accordance with our Fees List;

#### Service Care Level Three (SCL3)

Following a customer report, faults will be cleared by 1700hrs two working days after the day reported. SCL3 operates between the hours of 0900hrs and 1700hrs Monday to Friday, excluding Isle of Man Public Holidays. Out of hours engineering attendance is available upon request and charged in accordance with our Fees List;

#### Service Care Level Four (SCL4)

Following a customer report, faults will be cleared by 0000hrs five working days after the day reported. SCL4 operates between the hours of 0900hrs and 1700hrs Monday to Friday, excluding Isle of Man Public Holidays. Out of hours engineering attendance is not available.

## 5. CHARGES

- 5.1 You agree to pay all charges for the Service as specified on the MT website [www.manxtelecom.com](http://www.manxtelecom.com).
- 5.2 We will calculate the charges for Calls using the details recorded at our telephone exchange, these include charges for those facilities and calls which attract additional billing.
- 5.3 Any chargeable events the details of which are not to hand when the bill is prepared shall be included in a bill no later than the fourth monthly bill after the chargeable events occurred, unless a previous agreement has been reached with you, or with the express consent of the Communications Commission in writing.
- 5.4 You agree to pay for the Broadband service by way of your MT monthly bill.
- 5.5 If we deem you are using any Talk Package in a different way to how it should be used (for example, you use an inclusive Talk Package for telemarketing), we may suspend or end the

service immediately. Otherwise we may on 30 days' notice transfer you to a more appropriate Package.

- 5.6 We do not support indirect access, carrier pre-selection or other network by-pass services (collectively, "By-Pass Services") over our Fixed Line Services. If you use By-Pass Services over our Fixed Line Services, you may not have the option to make certain calls via MT (such as calls to emergency services) or receive certain services (such as voicemail) and you agree to indemnify Manx Telecom against any liability arising as a result of any such call or service failures. If any By-Pass Call results in the call being chargeable to Manx Telecom, you agree to pay any charges that we may raise for such calls. We reserve the right, at any time, to notify you to cease using a By-Pass Service over our Fixed Line Services. Should you fail to stop using the relevant By-Pass Service, following such a notification, we reserve the right in our absolute discretion to terminate your Fixed Line Service and/or Talk Package.

## 6. MOVES AND CHANGES

- 6.1 If a Customer purchases a Talk Package over MT Fibre Broadband and subsequently moves to premises that either does not have the availability of MT Fibre Broadband or the Customer elects not to purchase MT Fibre Broadband, while still within the Minimum Period of the Service taken at the previous address, then the Customer must either:
- 6.1.1 Give MT notice of termination of the Service as described in Section 7.1.1 of this Services Description; or
  - 6.1.2 Transfer the same Talk Package to a MT copper landline at the premises that the Customer moves into. The relevant Minimum Period for the copper landline and associated Talk Package as defined in our Services Description for Fixed Line Services F9/SD/01 then applies.

## 7. TERMINATION BY NOTICE

- 7.1 When the Service is delivered over a MT Fibre Broadband circuit:
- 7.1.1 Within the Minimum Period:
    - 7.1.1.1 If the Service is requested to be terminated within the Minimum Period then all outstanding fees due to the end of the Minimum Period will be charged by MT.
  - 7.1.2 Outside the Minimum Period:
    - 7.1.2.1 If the Service is requested to be terminated outside the Minimum Period the Customer is required to give MT a minimum of thirty (30) days' notice without penalty.
- 7.2 When the Voice Package is delivered over a MT copper landline the termination notice period is subject to our Service Description for Fixed Line Services F9/SD/01.
- 7.3 The Service may be terminated by MT at any time giving the Customer 30 days' written notice.



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