

Imagine General Terms & Conditions

October 2025



Imagine.

Summary

You have signed up for a broadband package (the **Service**) with Imagine - these **Terms** plus these important documents¹ explain what we (**Imagine**) and you (the **Customer**) have agreed to, this is our **Agreement**. Our Agreement starts on the Service Start Date² and lasts for any period of time stated in your order confirmation (the **Minimum Term**), your broadband package will continue on these Terms after that, until you, or we, change or end the Agreement. We may change the **Terms** with one month's notice; you can withdraw free of charge if you do not accept the changes. We provide you with broadband equipment to use the Service (**Equipment**), you must return the Equipment if the Agreement ends within 2 years. You are responsible for installing the Equipment according to the instructions we give you. You are not allowed to use the Service for any unlawful purpose. Charges (money you owe us) must be paid by the due date set out on your bill. We bill monthly in advance for fixed charges, and in arrears for additional use. You can end the Agreement by giving written notice before the 27th day of the month, with termination taking effect on the 1st of the following month, except when transferring to another provider which takes effect immediately upon switching. An Early Termination Charge will apply if you end the Agreement during the Minimum Term. You have a 14-day cooling-off period to cancel your order after activation. We are not liable for any loss or damage caused by Service or Equipment failures, or incompatibility with the Equipment. We are not responsible, or liable for anything done - or not done - by third parties.

Key Terms

- **Service:** The broadband package provided by Imagine.
- **Agreement:** The contract between Imagine and you, the Customer, consisting of these Terms and other important documents.
- **Customer:** You.
- **Service Start Date:** The date when the Agreement begins.
- **Minimum Term:** The initial duration of the Agreement set out in your order confirmation.
- **Early Termination Charge:** A fee applied if the Customer ends the Agreement during the Minimum Term.
- **Unreturned Equipment Charge:** A fee applied if the Equipment is damaged or not returned by the Customer.
- **Service Area:** The geographical area where Imagine can provide the Service.

¹ **TW Note:** Link to other terms to be inserted - [Product & Pricing Guide](#), [Acceptable Use Policy](#), Cookie Policy & Privacy Policy.

² **TW Note:** To be added glossary of Terms section "For new products it could be something else. So for the moment we would rather keep the wording as is until we put in place an automatic comm notifying customers (e.g. a Welcome Mail which will be put in place once we move to new CRM)"

- **Equipment:** The equipment provided by Imagine to enable Customers to use the Service.
- **Charges:** Money owed by the Customer to Imagine.
- **Cooling Off Period:** A 14-day period after the Service Start Date during which the Customer can cancel the order.
- **Force Majeure:** Circumstances beyond Imagine's commercially reasonable control that prevent us from providing the Services.



Service

Depending on the Service you have chosen we will provide you with fibre, fixed or mobile broadband, call services and other related services in accordance with the Agreement. We will confirm the details of your Service in an order confirmation email



Term

The Agreement starts on the Service Start Date and lasts for the term set out in your order (the **Minimum Term**). After the Minimum Term, we will continue to provide Services under these Terms until you, or we, change or end the Agreement.



Agreement

By submitting an order with us over the phone or online, you accept (1) these Terms, (2) the order confirmation email, (3) the Acceptable Use Policy, (4) the Imagine Product & Pricing Guide, and (5) Imagine's Code of Practice and you acknowledge the Imagine Privacy Notice (together these make up the **Agreement**). These Terms override any previous agreements you had with us. If these Terms are found to conflict with any of the other documents that make up the Agreement, it is these Terms that will apply.



Changes

We may change the Terms with one month's written notice. You can withdraw from the Agreement free of charge (you will still have to return the Equipment) if you do not accept a change we make, provided you follow the termination procedure set out in these Terms. If you do not notify us otherwise, we will take your continued use of the Service as acceptance of the change. You cannot end the Agreement because of a change we have notified you of if the change benefits you, is administrative, or is required by law.



Equipment

We will provide you with Equipment to enable you to connect to our network and access the Service and will work with you and our service providers' to set up your initial connection. You must take reasonable care of the Equipment, keep it safe and secure and protect it from theft or damage. For the 2 years following receipt of the Equipment, we continue to own the Equipment, and you are responsible and liable to us for any damage to or loss of the Equipment. You must return the Equipment within 14 days if the Agreement ends, or if the Equipment requires repair or replacement. If the Equipment is damaged when you return it, or you fail to return it, you may be charged an Unreturned Equipment Charge. After 2 years, the Equipment becomes your property, and you are not required to return the Equipment and will not incur any Unreturned Equipment Charge.



Installation

You are responsible for installing the Equipment. If your installation requires a visit from us, you consent, or have obtained the necessary consent, for any work required for us to install the Equipment. You accept we are not liable if installation cannot be completed, is outside our service providers' area or if there is any damage caused to the premises during installation.



Moving House / Transfer of Ownership

You must notify us at least 30 days before moving home. We will try to provide the Service to you at your new home if it is within the Service Area. You may be liable for an Early Termination Charge if you move during the Minimum Term and we cannot provide Services to your new home. You can transfer ownership of this Agreement to the new occupier of your home by completing a valid transfer application³.



Use

You are responsible for the acts of anyone using your Service and must ensure it is not used for any harmful or unlawful purpose. The Service is for personal use only and cannot be resold. You may need to reimburse us for any losses, costs, and expenses incurred due to misuse of the Service by you or anyone you allow to use it.

³ **TW Note:** Imagine to confirm method of changing and if done via an Imagine portal.



Call Services

We may provide you with a new phone number unless you choose to keep your existing one, but you do not own the number and cannot transfer it. You can port your existing number to us, but other related services like voicemail will not transfer automatically. Access to emergency services is free but may be affected by internet or power outages, so you should have an alternative means to contact emergency services. Network congestion can affect call quality, and we are not responsible for how emergency services handle calls. Call packs may not include calls to mobiles, international numbers, or premium services.



Indemnity

You indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, and proceedings arising from the use of the Services or Equipment, or any breach of this Agreement.



Switching Provider

If you decide to transfer to or from Imagine, you must comply with the switching requirements of both us and the other provider. If you make a switching request, we try to ensure service continuity. We will reactivate your number if porting fails and try our best to ensure service continuity.



Charges

You agree to pay all charges we inform you of as set out in the Imagine Product & Pricing Guide. You agree to pay all fees and charges when they fall due, as set out on your bill.



Payment

We bill you monthly in advance for fixed charges and monthly in arrears for use charges (in accordance with the rates in the Imagine Product & Pricing Guide). If you dispute any charges, you must contact us before the payment due date. If the charges are incorrect, we will apply a credit to your account. Unless a credit is issued, the full amount remains due. Your first payment to us will be pro-rated to include a partial period in arrears plus the regular charge in advance. The billing date or frequency may change. Charges for



Cooling Off Period⁴

prior billing periods may also appear on your bill. You agree to pay all charges due by Direct Debit, debit card, or credit card. You are responsible for all charges incurred on your account.

You can cancel your order for the Services within 14 days of the Service Start Date (the **Cooling Off Period**) by providing written notice to us. We will refund your payments, excluding delivery costs and non-refundable deposits. You are liable for usage charges and installation costs during the Cooling Off Period. We do not refund activation or setup fees after the Service Start Date. If you cancel during the Cooling Off Period we will also cancel related subscriptions unless you instruct otherwise. If you cancel, Equipment must be returned during the Cooling Off Period to avoid an unreturned Equipment charge.⁵



Termination / Cancellation

After the first 14 days following your Service Activation you can terminate this Agreement by giving written notice before the 27th day of the month, with termination taking effect on the 1st of the following month. This notice period will not apply if you are transferring provider, and termination will take effect immediately upon switching. If you terminate the Agreement during the Minimum Term, including when changing address you must pay all outstanding charges, including an Early Termination Charge, which will be calculated based on how long is left in the Minimum Term, and [cancellation administration fee]⁶. We may contact you with best tariff advice during this notice period. We reserve the right to refuse any order you attempt to place or vary, suspend, or discontinue the Service for technical, operational, and commercial reasons; including for non-payment, your use of unauthorised payment details, your breach of Agreement terms, you providing false information, our compliance with government or regulatory orders, health and safety concerns, suspected fraud, inappropriate behaviour, or if you become bankrupt or unable to pay your debts. We may terminate the Agreement immediately if circumstances beyond our commercially reasonable control that prevent

⁴ **TW Internal:** I have left the long term version of this clause as it appears to be a ComReg / Eu requirement.

⁵ **TW Note:** Imagine to confirm if they will undertake any door-to-door sales as this has a cooling off period of 30 days or they intend to make in-store sales as a cooling off period does not apply.

⁶ **TW Note:** Imagine to consider if these charges are incorporated into the Pricing Guide, if so there may be an opportunity to remove them here. Imagine to further consider if the cancellation administration fee should be renamed / incorporated into another fee.



Exclusions

us from providing the Services and those circumstances continue for 30 days or longer (**Force Majeure**). All charges incurred and arising from suspension or termination become immediately due and payable. Terms intended to survive termination will continue to bind you. Where you have the right to terminate the Agreement before the end of the agreed Minimum Term for any reason under the European Union (Electronic Communications Code) Regulations 2022 or other provisions of European Union or Irish law, no compensation may be due by you to Imagine other than payment for any outstanding retained subsidised terminal equipment supplied by Imagine.

We are not liable for any loss or damage caused by Service or Equipment failures, or incompatibility with the Equipment. We are not liable for anything done, or not done by other companies, including other broadband providers, telecommunication operators or content providers. We are not liable for any harm from breaches in the security or privacy of messages or calls sent or received using the Service.



Equipment Warranty

The Equipment is warranted (guaranteed) against material defects for two years. This does not include defects from misuse, neglect, unauthorised alterations, or any other causes beyond our control. We will repair or replace faulty Equipment. We do not offer any compensation for faulty Equipment. The Equipment warranty is personal to you and non-transferable, it ends if the Agreement ends. We disclaim all express or implied warranties, including quality of service, including implied undertakings regarding quality of service under the Sale of Goods and Supply of Services Act, 1893 and 1980. This clause continues to apply even after the Agreement ends for any reason.



Maintenance

We may temporarily suspend your Service for maintenance or improvements. We'll notify you in advance if we can. We always aim to restore your Service quickly. We're not liable for interruptions during maintenance. You must tell us immediately if you detect a fault. We'll address it promptly, usually during business hours. We may charge extra fees if you prevent maintenance, if the fault is beyond our control, or if it results from your neglect or damage of the Equipment.



Miscellaneous

- **Severability:** If any part of this Agreement is unenforceable, the rest of it remains in effect.
- **Notices:** We aim to send notices to your billing address, email, SMS. We deem all notices to be served after posting, emailing, or proof of delivery. Our address for notices is Sandyford Business Centre, Blackthorn Road, Sandyford, Dublin 18.
- **Assignment:** You cannot assign this Agreement without our consent. We may assign it to an affiliate or third party without notice.
- **No Waiver:** Failure to enforce any right under this Agreement does not prevent us from later enforcing that right or any other right.
- **Force Majeure:** We are not liable for any loss or damage you suffer due to events beyond our control.
- **Governing Law:** This Agreement is governed by Irish law, and disputes may only be brought in the Irish courts.