eircom Phone**Watch** Limited

SYSTEM SALE AND INSTALLATION - TERMS AND CONDITIONS

eircom PhoneWatch

1. INTERPRETATION

1.1 In these Terms and Conditions

"Conditions"	means these Terms and Conditions and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and eircom Phone**Watch** ("**ePW**");
"Contract"	means the contract between the Customer and ePW for the purchase, sale and installation of the System incorporating the Conditions, the Sales Order and the Sale Confirmation;
"Customer"	means the person(s) named in the System Design Proposal whose Sales Order has been accepted by ePW. References to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
"Installation Address"	means the address or location of the Customer to which the System is to be delivered and at which the System is to be installed and nominated as such on the System Design Proposal;
"Installation Works Order"	means a document issued by ePW and signed by the Customer to record the Customer's satisfaction with the operation and installation of the System;
"Keyholder"	means a person nominated as such by the Customer from time to time;
"Monitoring and Service Terms and Conditions"	means the terms and conditions governing the provision of the monitoring service provided by ePW in relation to the System;
"Sales Order"	a System Design Proposal signed by the Customer and returned to ePW setting out the order from the Customer for the purchase of a System or any additional components together with the requisite advance payment (as outlined in the System Design Proposal);
"System"	means the equipment or component(s) described in the System Design Proposal which should comply with An Garda Síochaná Policy on Monitored Intruder Alarms available on www.garda.ie, together with any additional components ordered by the Customer at the time of delivery or installation or thereafter; and
"System Design Proposal"	means the quotation sent by ePW to the Customer for the purchase of a System or any additional components. Any such quotation is valid for a period of thirty (30) days only from its date, provided that ePW has not previously withdrawn it.

1.2 Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Section 11 of these Conditions shall only apply to intruder alarm systems installed in accordance with the recognised standard for such systems and shall not apply to other systems installed pursuant to these Conditions.

1.5 In these Conditions the singular include the plural and vice versa and references to one gender includes all genders.

2. SALE

2.1 Each Sales Order or acceptance of a quotation for the System by a Customer from ePW shall be deemed to be an offer by the potential customer to buy the System subject to the Conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the Customer and an authorised representative of ePW.

2.3 The employees and agents of ePW are not authorised to make any representations concerning the System unless confirmed by ePW in writing. In entering into this Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any advice or recommendation given by ePW, its employees or agents to the Customer, its employees or agents as to the composition, application or use of the System which is not confirmed in writing by ePW is followed or acted upon entirely at the Customer's own risk and accordingly ePW shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price lists, acceptance of offer, invoice or other document or information issued by ePW shall be subject to correction without liability on the part of ePW.

3. ORDER AND SPECIFICATIONS

3.1 No Sales Order placed by the potential customer shall be deemed to be accepted by ePW until a written acknowledgement of the Sales Order is issued by ePW or (if earlier) ePW delivers and installs the System at the Installation Address.

3.2 After placing a Sales Order, ePW will acknowledge that ePW have received the Customer's Sales Order. Please note that this does not mean that the Customer's Sales Order has been accepted. The Sales Order constitutes an offer by the Customer to ePW to purchase the System.

3.3

3.4 All Sales Orders are subject to acceptance by ePW. Where a Sales Order has been accepted by ePW, ePW will confirm any such acceptance to the Customer by contacting the Customer to agree an installation date, which confirms that the Sales Order has been accepted (the "**Sale Confirmation**"); the Contract will only be formed upon such Sale Confirmation by ePW.

3.5 The Contract will relate only to those aspects of the System whose dispatch ePW have confirmed in the Sale Confirmation. ePW will not be obliged to supply any other products, components or services which may have been part of the Customer's Sales Order until the dispatch of such products, components or services has been confirmed in a separate Sale Confirmation.

3.6 The Customer shall be responsible to ePW for ensuring the accuracy of the terms of any Sales Order submitted by the Customer and for giving ePW any necessary information relating to the System within a sufficient time to enable ePW to perform the Contract in accordance with its terms.

3.7 Subject to Clause 3.6 the quantity, quality and description of and any specification for the System shall be those set out in the System Design Proposal.

3.8 ePW reserves the right to make any changes in the specification of the System which are required to conform with any applicable safety or statutory requirements.

3.9 Subject and without prejudice to Clause 9.1 no Sales Order which has been accepted by ePW may be cancelled by the Customer except with the agreement of ePW.

3.10 ePW is required under the terms of the relevant national standards to request of its Customers information on "*adverse or hazardous environmental conditions likely to be encountered*" and ePW accordingly requests the Customer to advise ePW's representative of any such conditions and ePW will thereafter modify the System in so far as is practical.

4. PRICE

4.1 The price of the System shall be the quoted price of ePW specified on the System Design Proposal. All prices quoted are valid for thirty (30) days only, after which time they may be altered by ePW without giving notice to the Customer.

4.2 The price of additional components ordered pursuant to Clause 6.3 of these Conditions shall be the quoted price of ePW specified on the System Design Proposal or the Installation Works Order or the Service Report (as such term is defined in the Monitoring and Service Terms and Conditions) or the price listed in the published price list of ePW which is current at the date of acceptance of the order and which is available by contacting ePW by telephone on 01 2076100.

4.3 ePW reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the System to reflect any increase in the cost to ePW which is due to: any factor beyond the control of ePW (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties or taxes, increase in the cost of labour, materials or other cost of manufacture); any change in the delivery dates, quantities or specifications for the System which is requested by the Customer; any delay caused by any instructions of the Customer or failure of the Customer to give ePW adequate information or instructions; or any failure of the Customer to accept delivery on a date quoted by ePW.

5. PAYMENT

5.1 Subject to any terms agreed in writing between the Customer and ePW, the Customer shall, at the time of making a Sales Order, be obliged to pay by way of advance payment, the amount specified as such on the System Design Proposal. The Customer shall be obliged, immediately upon completion of the delivery and installation of the System, to pay the balance due on the price of the System.

5.2 The Customer shall pay the amount of the advance payment outlined in the System Design Proposal with his Sales Order or set out on any other related document immediately upon receipt of such document notwithstanding that delivery and installation may not have taken place and the property in the System has not passed to the Customer. No payment shall be deemed to be received until ePW has received cash or cleared funds.

5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to ePW, ePW shall be entitled to:

(i) cancel the Contract and suspend any further deliveries to the Customer;

(ii) appropriate any payment made by the Customer to such System or components of the System (or to the goods supplied under any other contract between ePW and the Customer) as ePW may think fit (notwithstanding any purported appropriation by the Customer);

(iii) charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate 6% per annum above the Bank of Ireland AAA overdraft rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

(iv) ePW reserves the right to impose in respect of each separate payment due a charge of €20 (or such higher charge as may be included in a price list published by ePW and notified to the Customer) in respect of any collection activity necessary as a result of non payment and a charge of €5 (or such higher charge as will be outlined in a price list published by ePW and notified to the Customer) for each dishonoured payment. Charges will be debited to the account balance of the Customer account with ePW.

6. DELIVERY

6.1 Delivery of the System shall take place when ePW deliver the System to the Installation Address.

6.2 Any dates and times quoted by ePW for the delivery of the System are approximate only and ePW shall not be liable for any delay in delivery of the System howsoever caused. If no dates are so specified, delivery shall be within a reasonable time. Time for delivery shall not be of the essence unless previously agreed by ePW in writing. The System may be delivered by ePW in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 If, at the time of delivery or thereafter, the Customer or person acting or purporting to act on behalf of the Customer should order additional components the Customer or such other person shall sign the additional System Design Proposal or the Installation Works Order or the Service Report and such additional components shall be deemed to be part of the System and the price shall be adjusted accordingly.

6.4 Subject to the express provisions of these Conditions, to the maximum extent permitted by law, ePW shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss, in each case whether direct and /or indirect), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery/installation of the System (even if caused by ePW´s negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds one hundred and eighty (180) days.

7. INSTALLATION

7.1 ePW shall install the System at the Installation Address in accordance with the Customer instructions, provided that such instructions are in accordance with good installation practice.

7.2 Any dates and times quoted by ePW for installation of the System are approximate only and ePW shall not be liable for any delay in the installation of the System howsoever caused. Time for installation shall not be of the essence unless previously agreed by ePW in writing. The System may be installed by ePW in advance of the quoted installation date upon giving reasonable notice to the Customer.

7.3 Any advice or recommendation given by ePW, its employees or agents to the Customer, its employees or agents as to the installation of the System which is not confirmed in writing by ePW, is followed or acted upon entirely at the Customer's own risk and accordingly ePW shall not be liable for any advice or recommendation which is not so confirmed.

7.4 The Customer shall afford to ePW, its employees and agents all reasonable cooperation for the purpose of facilitating the installation of the System and in particular the Customer shall make available adequate and suitable power supply, power points, electrical fittings and telephone lines and fittings at the Installation Address. The Customer shall permit employees and agents of ePW to use, free of charge, the Customer's telephone line for the purpose of making telephone calls relating to the installation of the System at the Installation Address.

7.5 Upon completion of the installation of the System to the reasonable satisfaction of the Customer or a person representing or purporting to represent the Customer, the operation of the System shall be tested in the presence of the Customer or such person and the correct operation of the System shall be demonstrated to the reasonable satisfaction of the Customer or such person. The Customer or such person shall thereupon execute the Installation Works Order which shall constitute acceptance by the Customer that the System is in working order.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the System shall pass to the Customer at the time of completion of installation.

8.2 Notwithstanding delivery, installation and passing of risk in the System or any other provision of these Conditions, the property in the System shall not pass to the Customer until ePW has received in cleared funds payment of the full amount of the price of the System and all other goods agreed to be sold by ePW to the Customer for which payment is then due.

8.3 Until such time as property in the System passes to the Customer, the Customer shall hold the System as the fiduciary agent and bailee of ePW and keep the System separate from the goods of the Customer and of third parties and properly protected and insured and identified as the property of ePW.

8.4 Until such time as property in the System passes to the Customer, ePW shall be entitled to enter the Installation Address or any premises of the Customer where the System is located at any time to require the Customer to deliver up the System to ePW and, if the Customer fails to do so forthwith, ePW shall be entitled to enter upon any premises of the Customer or any third party where the System is located and repossess the System. The Customer hereby grants ePW, its agents and employees an irrevocable licence at any time to enter any premises where the System is or may be stored for the purposes of this clause.

8.5 Until such time as the property in the System passes to the Customer, the Customer shall not be entitled to sell, dispose of or pledge or in any way charge by way of security for any indebtedness the System in whole or in part but if the Customer does so all monies owing by the Customer to ePW shall (without prejudice to any other right or remedy of ePW) forthwith become due and payable to ePW.

9. WARRANTIES AND LIABILITY

9.1 The Customer shall be entitled by notice in writing to ePW at any time within thirty (30) days from the date of installation of the System to require ePW to cancel the Contract and to remove the System from the Installation Address (but without the obligation to perform work to restore the Installation Address to its pre-installation condition) and upon removal to refund to the Customer the sums actually paid under this Contract by the Customer as soon as possible and, in any case, within thirty (30) days of the date the Customer has given notice of cancellation to ePW.

9.2 Subject to the conditions set out below in this Clause 9, ePW warrants that the System will correspond with its specification at the time of delivery and will be free from defects in materials and workmanship for a period of twelve (12) months from date of installation.

9.3 The warranty contained in Clause 9.2 is subject to the following conditions:

(i) ePW shall be under no liability in respect of any defect arising from failure to follow instructions given by ePW or the manufacturer of the System (whether oral or in writing) or misuse of the System;

(ii) ePW shall be under no liability in respect of any defect arising from the undertaking of work on the System (including alteration, reinstallation, moving, relocation, conversion or adaptation or repair of the System) by persons other than ePW, its employees or agents, without the approval of ePW;

(iii) the warranty does not extend to parts, materials or equipment supplied by persons other than ePW.

9.4 Any claim by the Customer pursuant to Clause 9.2 shall be notified to ePW within seven (7) days from the date of installation or (where the defect failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Customer does not notify ePW accordingly, ePW shall have no liability for any such defect or failure and the Customer shall be bound to pay the price as if the System had been delivered and installed in accordance with the Contract.

9.5 Where any valid claim pursuant to Clause 9.2 is notified to ePW in accordance with these Conditions, ePW shall be entitled to replace the System (or the part in question) free of charge (and on such day and time as determined by ePW) or at the sole discretion of ePW refund to the Customer the price of the System (or a proportionate part of the price) but ePW shall have no further liability to the Customer.

9.6 Subject as expressly provided in the Conditions and except where the System is sold to a Customer dealing as a consumer (within the meaning of the Sale of Goods and Supply of Service Act, 1980 or any other relevant legislation) all warranties, conditions or other terms implied by statute or common law as to the quality of the System or any services are hereby excluded to the fullest extent permitted by law.

9.7 WWhere the System is sold to a Customer dealing as a consumer (within the meaning of the Sale of Goods and Supply of Services Act, 1980 or any other relevant legislation) the statutory rights of the Customer are not affected by these Conditions, save to the extent permitted by law.

9.8 The Customer acknowledges that ePW is not an insurer and that ePW has no liability whatsoever for any loss suffered by the Customer at the premises where the System is installed or to the contents of the Installation Address or such premises. The Customer further acknowledges that the amount payable by the Customer under this Contract is based solely on the value of the System and the costs of installation and is unrelated to the value of the Installation Address or such premises and contents thereof. ePW makes no guarantee or warranty that the System will avert or prevent occurrences or the consequences of occurrences which the System is designed to detect. Notwithstanding the above, should ePW be held liable for any loss, damage, expense or injury arising out of or in connection with any defect and/or malfunction of the System caused by any act, omission or negligence of ePW, the total liability of ePW (whether in contract, tort or otherwise) shall not exceed fifteen thousand euro (€15,000).

9.9 Nothing in these Conditions excludes or limits the liability of ePW for death or personal injury caused by ePW´s negligence; or for any matter which it would be illegal for ePW to exclude or attempt to exclude its liability; or for the fraud or fraudulent misrepresentation of ePW.

9.10 Subject to Clause 9.7, and to the maximum extent permitted by law, ePW shall not be liable to the Customer by reason of breach of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract for any indirect or consequential loss or compensation whatsoever or for any pure economic loss, loss of profit, loss of business, depletion of goodwill and similar loss (in each case whether direct and /or indirect) which arises out of or in connection with the supply or installation of the System, the use of the System or any defect in the quality or conditions of the System.

9.11 ePW shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the obligations of ePW in relation to the System or any defect, failure or malfunction in the System if the delay, failure, defect, or malfunction is due to any cause beyond the reasonable control of ePW. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the reasonable control of ePW.

(i) act of God, explosion, flood, tempest, fire or accident;

(ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(iii) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority or the suppliers of electricity or telecommunications services or An Garda Síochaná, any Fire Authority or Health Board or the National Standards Authority of Ireland;

(iv) import or export regulations or embargoes;

(v) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of ePW or of any third party);

(vi) difficulties in obtaining Systems, labour, fuel, parts or machinery; and

(vii) restriction, interruption or failure of electrical power or electronic telecommunications services (including mobile) or breakdown in machinery.

10. INSOLVENCY OF CUSTOMER

10.1 This Clause applies if:
(i) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
(ii) an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Customer; or
(iii) ePW reasonably apprehends that any of the events mentioned above is about to occur in relation to a Customer and notifies the Customer accordingly.

10.2 If Clause 10.1 applies, then without prejudice to any other right or remedy available to ePW, ePW shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and, if a System has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. REGULATORY REQUIREMENTS

11.1 The Customer hereby consents to:
(i) the service by ePW on An Garda Síochaná of notice of intention to install the System at the Installation Address;
(ii) the service by ePW on An Garda Síochaná and any accredited standards authority in Ireland of a Certificate of Completion of the installation of the System at the Installation Address;
(iii) the service by ePW on An Garda Síochaná of notice of any change, removal or relocation of the Customer's System;
(iv) the storage on computer and the retention by An Garda Síochaná of data on the Customer's System for the purpose of crime prevention and detection;
(v) the inspection by An Garda Síochaná, any accredited standards authority in Ireland, the Private Security Authority (or any other similar person/body) of the Customer's System at the Installation Address upon reasonable advance notice to the Customer; and
(vi) the secure engineer access EN 50131 being switched off to enable engineers and customer support access the panel.

11.2 The Customer hereby undertakes to give, within 24 hours of installation of the System, notification to An Garda Síochaná covering the Installation Address, specifying at least two Keyholders who shall each:
(i) be telephone subscribers;
(ii) have adequate means of transport to attend at the Installation Address at all hours without recourse to Garda transport, and;
(iii) be capable of attending at the Installation Address within 30 minutes of being notified accordingly.

11.3 The Customer hereby acknowledges that he has been made aware by ePW of the implications of his decision as to whether or not to order a self-activating bell as part of his System.

12. GENERAL

12.1 The Customer warrants and undertakes to ePW that he is the owner of the components/property (other than the System) in respect of which the System provided under the Contract is provided and that he is authorised to permit ePW, if necessary, to attach the System to such components/property and the Customer undertakes to indemnify and hold harmless ePW against any loss or damage that ePW may suffer as a result of a breach by the Customer of this warranty and any related third party actions.

12.2 Any notice which may be given by ePW under the Contract shall (without limiting the manner in which ePW may give such notice) be deemed to have been duly given to any Customer or to Customers generally, as the case may be:
(i) if the notice is left at the Installation Address or is sent to the Customer by ordinary post or registered post to the Installation Address or any other address notified by or agreed with the Customer or any other address deemed by ePW to be reasonable in the circumstances; or
(ii) if the notice is addressed to Customers generally, by publication in such number of national daily newspapers published in Ireland as ePW shall determine.

12.3 Any notice required or permitted to be given by the Customer to ePW under these Conditions shall be in writing addressed to ePW at Unit 4, Sandyford Park, Burton Hall Road, Sandyford Industrial Estate, Sandyford, Dublin 18 or such other address as may at the relevant time have been notified to the Customer for the purpose.

12.4 No waiver by ePW of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of contract by the Customer of the same or any other provision.

12.5 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall be unaffected thereby.

12.6 The Contract shall be governed by and construed in accordance with the laws of Ireland and any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of Ireland.

12.7 The Customer acknowledges that these Conditions together with the Sales Order as accepted by ePW, pursuant to the Sale Confirmation constitute the complete and exhaustive statement of the agreement between ePW and the Customer concerning the sale and installation of the System and that they supersede all prior understandings, agreements, representations or communications, whether written or oral, between the parties relating to the sale and installation of the System.

12.8 Any records and documents (including information in any form) of ePW may be created, recorded, stored, maintained, transmitted, reproduced and communicated by any electronic, photographic, computerised or other process.

12.9 Where in pursuance of Clause 12.8 such records or documents are created, recorded, stored, maintained, transmitted, reproduced or communicated by any electronic, photographic, computerised or other process, a document or record produced by any such process shall be admissable in evidence in any Court, tribunal or other forum.

12.10 The Contract between ePW and the Customer is binding on the Customer and ePW and on ePW's respective successors and assigns. The Customer may not transfer, assign, charge or otherwise dispose of the Contract, or any of its rights or obligations arising under the Contract, without prior written consent from ePW. ePW may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of its rights arising under the Contract, at any time during the term of the Contract.

13. DATA PROTECTION

13.1 Pursuant to the Data Protection Acts 1988 and 2003 (the "**DPA**"), ePW is a data controller of the personal data of the Customer it processes for the purposes of the Contract.

13.2 All personal data about the Customer (referred to in these Conditions as the Customer's "**Personal Data**") which ePW processes about the Customer pursuant to the Contract will be processed and maintained in accordance with ePW's obligations under the DPA.

13.3 ePW shall process (including disclose) the Customer's Personal Data:
(i) to process the Customer's application, to make credit decisions and manage the Customer's account;
(ii) comply with ePW anti- money laundering obligations; and
(iii) in compliance with ePW's data protection obligations and the Customer's preferences to maintain and develop ePW's relationship with the Customer including to advise the Customer of other ePW goods and services which may be of interest to the Customer

13.4 ePW does not disclose the Customer's Personal Data, except:
(i) where the Customer have given ePW consent;
(ii) where ePW are required or permitted to do so by law; or
(iii) where necessary for the purposes of the Contract, to other entities who provide a service to ePW or to the Customer.

13.5 From time to time, ePW may change the way ePW uses the Customer's Personal Data. Where ePW believes the Customer may not reasonably expect such changes, ePW will obtain the Customer's consent, as required by the DPA.

13.6 The Customer has the right at any time to request a copy of Personal Data ePW holds about the Customer and to ask for any inaccuracies in their Personal Data to be corrected. If the Customer would like a copy, or wishes to update its Personal Data, ePW may be contacted at Unit 3/4, Sandyford Park, Burton Hall Road, Sandyford Industrial Estate, Dublin 18, Ireland. Evidence of identity and a small fee may be payable.

eircom Phone**Watch** Limited

MONITORING AND SERVICE - TERMS AND CONDITIONS

eircom PhoneWatch

1. INTERPRETATION

1.1 In these Terms and Conditions

"Alert"	means an alert transmitted from the System by means of an electronic telecommunications network (including mobile) to; (i) the Monitoring Control Centre; and/or (ii) the Monitoring Control Server; and directly onto a Customer to include the following; (i) an Emergency Alert; (ii) a Fire Alert; (iii) an Intruder Alert; and (iv) a Carbon Monoxide Alert. Transmissions to (ii) are made as part of the Automated Monitoring Service;
"Automated Monitoring Control Server"	means the computer server used by eircom PhoneWatch (**"ePW"**) in the facilitation of the Automated Monitoring Service;;
"Automated Monitoring Service"	means an Automated-monitoring security service facilitated by ePW for Customers as described in clause 3.3 below;
"Commencement Date"	means the date upon which the Monitoring Service and/or the Automated Monitoring Service is first provided/ facilitated by ePW;
"Conditions"	means these terms and conditions and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and ePW;
"Contract"	means the contract for the supply of the Monitoring Service and/or the Automated Monitoring Service which contract shall consist of the Monitoring Agreement, the Conditions and the Service Report;
"Customer"	means the person(s) named in the Monitoring Agreement who has ordered or agreed to receive the Monitoring Service and/or the Automated Monitoring Service. References to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
"Customer Support"	means a facility provided to the Customer by ePW whereby the Customer may, at such days and times as may be determined by ePW from time to time, contact an employee or agent of ePW for the purpose of securing advice to enable the Customer to remedy defects or difficulties in the operation of the System;
"Emergency Alert"	means an Alert triggered by an emergency detector (manual or electronic), comprised in the System, at the Installation Address;
"Emergency Instructions"	means the instructions given by the Customer to ePW as to the steps to be taken in the event of each particular Alert to include the emergency instructions relating to the following; (i) an Emergency Alert; (ii) a Fire Alert; (iii) an Intruder Alert; and (iv) a Gas Alert;
"Fire Alert"	means an Alert triggered either by a smoke detector (if any) or the manual fire button (if any) comprised in the System, at the Installation Address;
"Gas Alert"	means an Alert triggered by the gas detector (if any) at the Installation Address;
"Installation Address"	means the address or location of the Customer nominated as such on the Monitoring Agreement;
"Intruder Alert"	means an Alert triggered either by a detection device (manual or electronic) or the control unit comprised in the System at the Installation Address;
"Keyholder"	means a person(s) nominated as such in the Emergency Instructions;
"Minimum Term"	means the term specified in the Monitoring Agreement;
"Monitoring Control Centre"	means the bureau operated and provided by ePW for the purpose of receiving Alerts and thereupon carrying out the appropriate Emergency Instructions otherwise known as the Alarm Receiving Centre (**"ARC"**);
"Monitoring Service"	means a monitoring security service provided by ePW to Customers as described in Clause 3.2;
"Monitoring Agreement"	means the agreement entered into by the Customer for the provision of a Monitoring Service and/or the facilitation of the Automated Monitoring Service by ePW;
"Routine Inspection Service"	means the service described in Clause 4 to these Conditions;
"Service Plus"	means the service described in Clause 4 to these Conditions;
"Service Report"	means a document issued by ePW to record the Customer's satisfaction with the provision of the Routine Inspection Service or any other maintenance service under the Contract;
"System"	means the equipment or component described in the System Design Proposal together with any additional components ordered from ePW by the Customer at the time of delivery or installation or thereafter; and
"System Design Proposal"	means the quotation (together with a copy of the Monitoring Agreement and the As Fitted Specification) sent by ePW to the Customer for the purchase of a System or any additional components in respect of which the Monitoring Service and/or the Automated Monitoring Service is to be provided. Any such quotation is valid for a period of thirty (30) days from its date, provided that ePW has not previously withdrawn it.

1.2 Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 The Conditions apply to Customers who take the Monitoring Service, the Routine Inspection Service and Service Plus.

1.5 The Conditions (except Clause 4) apply to Customers who take the Monitoring Service only and do not opt for the Routine Inspection Service and/or the Service Plus.

1.6 The Conditions (except Clause 4) apply to Customers who take the Automated Monitoring Service..

1.7 Clause 4 shall apply only to intruder alarm systems installed in accordance with the recognised European Standard for such Systems.

1.8 In these Conditions the singular include the plural and vice versa and references to one gender includes all genders.

2. COMMENCEMENT AND DURATION

2.1 The Contract shall come into force on the Commencement Date and shall, subject to the provisions of Clause 2.2, remain in force for the Minimum Term and thereafter from year to year until termination by either party giving to the other not less than one (1) month's notice in writing of such termination, such termination to take effect on the next following anniversary of the expiry of the Minimum Term.

2.2 ePW may terminate this Contract with immediate effect by notice in writing to the Customer in any of the following events:

(i) if any fee or charge payable by the Customer to ePW under this or any other agreement is in arrears for twenty-eight (28) days after the day on which it is due to be paid;

(ii) if the Customer fails to render or give or have rendered or given, by the due day, such security or advance payment as may be required by ePW;

(iii) if the Customer is guilty of any breach, non-observance or non-performance of its obligations hereunder or any of them and does not remedy the same (if it is capable of remedy) within thirty (30) days of notice of such failure or breach being given by ePW;

(iv) if the Customer is a company, should any meeting of its creditors be called pursuant to Section 266 of the Companies Act, 1963 (as amended) or should it enter any liquidation or have a receiver of its assets appointed, or have a provisional liquidator appointed or should a petition for its winding up be advertised or presented; or

(v) if the Customer is an individual, should he/she be adjudged bankrupt or make any composition or arrangement with or assignment for the benefit of his/her creditors or suffer distress or execution to be levied on any of his/her property or premises.

2.3 Termination of this Contract for any cause shall not affect any rights and/or obligations of the parties hereto in relation to anything done prior to such termination and these Conditions shall continue to bind the parties insofar and for so long as may be necessary to give effect to such rights and obligations.

2.4 In the event of termination of this Contract for any reason, ePW shall thereupon withdraw all services provided under this Contract and, for the avoidance of doubt, ePW shall not be obliged to comply thereafter with Emergency Instructions.

3. MONITORING SERVICE OPTIONS

3.1 ePW shall, as and from the Commencement Date, for the duration of the Contract, provide the Monitoring Service and/or the Automated Monitoring Service as subscribed to by the Customer in respect of the System at the Installation Address outlined in the Monitoring Agreement.

3.2 The Monitoring Service shall consist of:

(i) the provision, staffing and the operation by ePW of the Monitoring Control Centre on a seven (7) day week, twenty-four (24) hours per day basis and the provision by ePW at the Monitoring Control Centre of the necessary staff, resources and electronic telecommunications services to enable Alerts to be received; and

(ii) the compliance by ePW with the appropriate Emergency Instruction as soon as practicable after the receipt of an Alert.

3.3 The Automated Monitoring Service shall consist of the provision and the operation by ePW of the Automated Monitoring Control Server on a seven (7) day week, twenty-four (24) hours per day basis and the provision by ePW of the necessary resources and electronic telecommunications services to enable Alerts to be received. For the avoidance of doubt there are no Emergency Instructions to be carried out by ePW with respect to the Automated Monitoring Service.

3.4 With respect to the Monitoring Service, the Customer shall be responsible to ePW for ensuring the accuracy of the terms of the Emergency Instructions and for giving ePW any necessary information relating to the System and the Monitoring Service within a time period sufficient to enable ePW to perform the Contract in accordance with its terms.

3.5 ePW may reject or amend, alter or revoke the Emergency Instructions by notice in writing to the Customer within seven (7) days of receipt from the Customer of notice of amendment, alteration or revocation if, at the absolute discretion of ePW, such amendment, alteration or revocation is unacceptable for any reason.

3.6 ePW reserves the right to make any changes to the Monitoring Service and/or the Automated Monitoring Service which are required to conform with any applicable safety or other statutory requirements or the requirements of An Garda Síochaná, any relevant Fire Authority or Health Board or an accredited standards authority or the Private Security Authority or similar entity.

3.7 With respect to the Monitoring Service and in the event that the System transmits an Alert accidentally or inadvertently, the Customer shall immediately cancel the Alert and comply with the relevant requirements of ePW, as same may be varied from time to time.

3.8 If any claim is made or threatened whether by legal proceedings or otherwise against ePW by An Garda Síochaná, a Fire Authority, a Health Board or other provider of an emergency service on the grounds that the operation of the Monitoring Service and/or the Automated Monitoring Service resulted in the provision of services or attendance by such person or persons at the Installation Address without just and sufficient cause and that costs and expenses were thereby incurred by such person, the Customer shall indemnify ePW in respect of all loss and injury and all costs, fees and expenses incurred by ePW as a result thereof including any damages and costs awarded by any court and any loss or injury suffered by compliance with any injunction ordered. Nothing in this Clause 3.8 shall operate to impose a liability on the Customer in the event that such provision of emergency services or attendance is caused (during the warranty period i.e. twelve (12) months from the installation of the System) by a defect in the System, materials or workmanship or defective installation of the System by ePW or a defect in the Monitoring Service and/or the Automated Monitoring Service.

3.9 Emergency Instructions relating to an Intruder Alert will be subject to An Garda Síochaná Policy on Monitored Intruder Alarms (the "**Policy**"), a summary copy of which has been provided to the Customer and an entire copy of which is available to view and/or download at the following web address; www.garda.ie. For the avoidance of doubt an Intruder Alert will only be notified to An Garda Síochaná subject to the Customer being compliant with the Policy.

4. INSPECTION SERVICE OPTIONS

4.1 The Routine Inspection Service shall consist of:

(i) the provision to the Customer of access to the Customer Support at such days and times as may be determined by ePW; and

(ii) preventative inspections by ePW on request by the Customer, at such days and times as may be determined by ePW, but not more often than once in any six (6) month period. The preventative inspections shall either be by attendance at the Installation Address or remotely by telephone at the discretion of ePW.

Additional maintenance services, other than those specified at Clause 4.1 (ii), will be provided at a separate charge.

4.2 Service Plus shall consist of a remedial maintenance service provided by ePW at such days and times as may be determined by ePW, for an annual charge which is inclusive of all labour charges, battery replacements and master control unit/control unit replacements together with all replacement of parts.

4.3 The Routine Inspection Service and Service Plus provided under this Agreement does not include visits to the Installation Address (or additional time spent at the Installation Address) for the purpose of:

(i) rectifying any failure or malfunction of the System caused directly or indirectly by accident, neglect, misuse or by adverse environment conditions, electrical current fluctuations (including failure of electrical power) or deliberate damage resulting from reckless, negligent or careless conduct (including omission) of the Customer or resulting from wear and tear other than in respect of any failure or malfunction resulting from fair wear and tear;

(ii) rectifying any failure or malfunction of the System caused directly or indirectly by use of the System other than for the use for which it was intended or otherwise than in accordance with instructions given from time to time by ePW;

(iii) remedial maintenance necessitated by the undertaking of work on the System (including moving relocation, conversion or adaptation) by persons other than ePW unless approved by ePW;

(iv) remedial maintenance on any component from a source other than ePW unless approved by ePW; or

(v) remedial maintenance necessitated by riot or civil commotion, natural disaster (including flooding, fire, wind, lightning) or act of a third party whether acting (including by omission) maliciously, negligently, carelessly or imprudently.

4.4 The Customer shall permit employees and agents of ePW to use (free of charge) the Customer's telephone line for purposes relating to the Routine Inspection Service, Service Plus and the provision of the Monitoring Service and/or the Automated Monitoring Service.

5. CHARGEABLE CALLS AND REPLACEMENT PARTS

5.1 ePW shall not be obliged to respond to any request for the provision of maintenance services at the Installation Address in the circumstances described in Clause 4.3, but if it does, such maintenance shall be charged at the prevailing rates (including overtime or other special rates) and shall only be provided on such days and such times as ePW may at its absolute discretion determine.

5.2 Where replacement parts or units are available and are supplied it shall be on an exchange basis and any such replacement shall attach to and form part of the System. The ownership of such replacement parts and units shall pass to the Customer on such attachment provided that any replaced parts of a System shall cease to form part of the System and ownership thereof shall pass to ePW on such replacement. The appropriate charge shall be made to the Customer in the event of supply by ePW of replacement parts or units (where available) except (subject to Clause 5.3) in circumstances where the Customer has agreed to take Service Plus.

5.3 Service Plus Customers will not be entitled to replacement parts free of charge where the part is no longer available from the manufacturer and/or is obsolete. ePW will notify the Customer if a requested part is unavailable/obsolete. ePW will not be liable for any loss or damage suffered by the Customer resulting from such unavailability/obsolescence.

5.4 Upon completion of each preventative inspection (pursuant to Clause 4.1 (ii)) and completion of each visit for the purpose of remedial maintenance (pursuant to Clause 5.2) the Customer shall sign the Service Report.

6. FEES, CHARGES AND PAYMENT

6.1 The Customer shall pay all applicable fees and charges as stated or referred to in the Monitoring Agreement (and/or in the applicable price list of ePW for the time being in force which is available at by calling ePW on 01 2076100) within twenty-eight (28) days of the date of the invoice being issued by ePW in respect of the services provided under the Contract. ePW may, from time to time, increase or reduce the fees and charges payable by the Customer by giving not less than fourteen (14) days notice of such to the Customer at the time of contract renewal. The Customer shall pay, in addition to the applicable fees and charges, the appropriate amount from time to time of Value Added Tax thereon. All payments due hereunder shall be made in the manner provided for in the invoice(s) issued from time to time by ePW.

6.2 Such fees and charges will be invoiced at times determined by ePW.

6.3 ePW reserves the right to charge for any work done by ePW which is attributable to the Customer's failure to perform its obligations under this Contract.

6.4 ePW may from time to time, require security for or advance payment of any fees and charges payable or to be payable by a Customer in respect of services under the Contract and if the Customer fails to render or give or have rendered or given such security or advance payment by the day upon which it is due to be rendered or given, ePW may forthwith and without further notice withdraw the service provided under the Contract from the Customer.

6.5 If any payment is overdue for more than twenty-eight (28) days, ePW may forthwith at its absolute discretion, by notice in writing:

(i) withdraw the services provided under the Contract; and/or

(ii) charge the Customer interest on the amount unpaid compounded monthly at the rate of six percent (6%) per annum above the Bank of Ireland AAA overdraft rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

(iii) ePW reserves the right to impose in respect of each separate overdue payment a charge of twenty euro (€20) (or such higher charge as will be outlined in a price list published by ePW and notified to the Customer on Contract renewal) in respect of any collection activity necessary as a result of non payment and a charge of five euro (€5) (or such higher charge as will be outlined in a price list published by ePW and notified to the Customer on Contract renewal) for each dishonoured payment. Charges will be debited to the account balance of the Customer account with ePW.

6.6 IIn the event that the service level option selected on the Monitoring Agreement (if applicable) is different to the service level paid for by the Customer, the service level paid for by the Customer will be the service level provided by ePW and ePW shall have no obligation to provide any other service level notwithstanding the selection made by the Customer on the Monitoring Agreement.

7. EXCEPTIONS AND LIMITATIONS OF LIABILITY

7.1 The Customer acknowledges that ePW is not an insurer and that ePW have no liability whatsoever for any loss suffered by the Customer at the premises where the System is installed or to the contents of the Installation Address or such premises. The Customer further acknowledges that the amount payable by the Customer under the Contract is based solely on the cost of providing the services provided under the Contract and is unrelated to the value of the Installation Address or other premises where the System is installed and the contents of such place or premises. ePW makes no guarantee or warranty that the services provided under the Contract will avert or prevent occurrences or the consequences of occurrences which the System and service under the Contract is intended to detect. Notwithstanding the above, should ePW be held liable for any loss, damage, expense or injury arising out of or in connection with any delay in the provision, operation or maintenance by ePW of the services provided under the Contract or in respect of any failure, interruption, or restriction of the services provided under the Contract caused by any act, omission or negligence of ePW the total liability of ePW (whether in contract, tort or otherwise) shall not exceed fifteen thousand euro (€15,000) in respect of the Customer for the duration of the Contract including any renewal thereof.

7.2 Nothing in these Conditions excludes or limits the liability of ePW for death or personal injury caused by ePW´s negligence; or for any matter which it would be illegal for ePW to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation by ePW.

7.3 Subject as expressly provided in the Conditions and except where the Contract is entered into by ePW with a Customer dealing as a consumer (within the meaning of the Sale of Goods and Supply of Service Act, 1980 or any other relevant legislation) all warranties, conditions or other terms implied by statute or common law as to the quality of the System or for any services provided under the Contract are hereby excluded to the fullest extent permitted by law.

7.4 Where the services under the Contract are provided to a Customer dealing as a consumer (within the meaning of the of Sale of Goods and Supply of Services Act, 1980 or any other relevant legislation) the statutory rights of the Customer are not affected by these Conditions, save to the extent permitted by law.

7.5 Subject to Clause 7.4, and to the maximum extent permitted by law, ePW shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract for indirect or consequential loss, damage, costs, expenses or other claims whatsoever or for any pure economic loss, loss of profit, loss of business, depletion of goodwill and similar loss (in each case whether direct or indirect and whether caused by the negligence of ePW its employees or agent or otherwise) which arise out of or in connection with the supply or purported supply of the services provided under the Contract. All implied conditions and warranties, whether statutory or contractual or otherwise, relating to the provision of any services under this Contract are hereby excluded to the fullest extent permitted by law.

7.6 ePW shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the obligations of ePW in relation to the services provided under the Contract if the delay or failure is due to any cause beyond the reasonable control of ePW. Without prejudice to the generality of the foregoing, the following shall be regarded as beyond the reasonable control of ePW:

(i) act of God, explosion, flood, tempest, fire or accident;

(ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(iii) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or electricity or electronic telecommunications service provider (including mobile) or An Garda Síochaná, any Fire Authority or Health Board or an accredited standards authority or the Private Security Authority;

(iv) import or export regulations or embargoes;

(v) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of ePW or of any third party);

(vi) difficulties in obtaining Systems, labour, fuel, parts or machinery; and

(vii) restriction, interruption or failure of electrical power or electronic telecommunications network (including mobile network) (in either case, whether provided to the Customer or to ePW) or breakdown in machinery/equipment.

7.7 Any amendment, alteration or revocation of the Emergency Instructions including details of the Keyholders must be made by notification to ePW in writing within two (2) business days (not including Saturday, Sunday nor a bank holiday in Ireland) in advance of the changes taking affect. If ePW receive only oral notice of any amendment, alteration or revocation of the Emergency Instructions including details of the Keyholders, ePW accept no liability whatsoever for any resulting error in Emergency Instructions or identity of the Keyholders.

7.8 The Customer shall be entitled by notice in writing to ePW at any time within thirty (30) days from the date of installation of the System to require ePW to cancel the Contract and to refund to the Customer the price actually paid under this Contract as soon as possible and, in any case, within thirty (30) days of the date the Customer has given notice of cancellation to ePW.

8. REGULATORY REQUIREMENTS

8.1 The Customer hereby consents to:

(i) service by ePW on An Garda Síochaná of notice of any change, removal or relocation of the Customer's System;

(ii) the storage on computer and the retention by An Garda Síochaná of data on the Customer's System for the purpose of crime prevention and detection;

(iii) the inspection by An Garda Síochaná, the National Standards Authority of Ireland and the Private Security Authority (or any other similar person/body) of the Customer's System at the Installation Address upon reasonable notice to the Customer; and

(iv) the secure engineer access EN 50131 being switched off to enable engineers and customer support access the panel.

8.2 The Customer hereby undertakes to give notification to ePW within twenty-four (24) hours of purchase of the System covering the Installation Address and specifying at least two Keyholders who shall each:
(i) be telephone subscribers;
(ii) have adequate means of transport to attend at the Installation Address at all hours without recourse to Garda transport; and
(iii) be capable of attending at the Installation Address within thirty (30) minutes of being notified accordingly.

9. GENERAL

9.1 The Customer warrants and undertakes to ePW that he is the owner of the components/property (other than the System) in respect of which the services provided under the Contract are provided and that he is authorised to permit ePW, if necessary, to attach the System to such components/property and to carry out the Monitoring Service and/or facilitate the Automated Monitoring Service and the Customer undertakes to indemnify and hold harmless ePW against any loss or damage that ePW suffer as a result of a breach by the Customer of this warranty and any related third party actions.

9.2 Any records and documents (including information in any form) of ePW in relation to the services under the Contract may be created, recorded, stored, maintained, transmitted, reproduced and communicated by any electronic, photographic, computerised or other process.

9.3 Where in pursuance of Clause 9.2 such records or documents are created, recorded, stored, maintained, transmitted, reproduced or communicated by any electronic, photographic, computerised or other process, a document or record produced by any such process shall be admissible in evidence in any Court, tribunal or other forum.

9.4 Any notice which may be given by ePW under the Contract shall (without limiting the manner in which ePW may give such notice) be deemed to have been duly given to any Customer or to Customers generally, as the case may be:
(i) if the notice is left at the Installation Address or is sent to the Customer by ordinary post or registered post to the Installation Address or any other address notified by or agreed with the Customer or any other address deemed by ePW to be reasonable in the circumstances; or
(ii) if the notice is addressed to Customers generally, by publication in such number of national daily newspapers published in Ireland as ePW shall determine.

9.5 Any invoice which may be rendered by ePW under the Contract shall (without limiting the matter in which ePW may render such invoice) be deemed to have been duly rendered to a Customer if a copy of the invoice is left at the Installation Address or is sent to the Customer by ordinary post to the Installation Address or at any other address notified by or agreed with the Customer or at any other address deemed by ePW to be reasonable in the circumstances.

9.6 Any notice or account sent to the Customer by ordinary post shall be deemed to have been received by him on the day that is the second postal day after the day of such posting.

9.7 Any notice to be issued by ePW under Clause 2.2 shall be issued by registered post or any other method of recorded delivery.

9.8 No forbearance, indulgence or relaxation on the part of ePW shown or granted to the Customer in respect of any of the provisions of the Contract shall in any way affect, diminish, restrict or prejudice the rights or powers of ePW under the Contract or operate as or be deemed to be a waiver of any breach by the Customer of the Contract.

9.9 No right or remedy herein conferred upon or reserved to ePW is exclusive of any other right or remedy herein or by law or equity provided or permitted.

9.10 The Customer hereby waives all and any future claims and rights of set-off against any payments due hereunder and agrees to pay the fees and charges and other amounts hereunder regardless of any equity, set-off or cross-claim on the part of Customer against ePW.

9.11 ePW shall be entitled to assign or sub-contract all or any of its obligations hereunder. It is not intended that any assignment or sub-contract would reduce the Customer's entitlements under the Contract. The Customer shall not assign, sub-contract or otherwise dispose of the contract or any part thereof of any benefit hereunder without the prior consent in writing of ePW.

9.12 Any notice required or permitted to be given by the Customer to ePW under these Conditions shall be in writing addressed to ePW at Unit 4, Sandyford Park, Burton Hall Road, Sandyford Estate, Sandyford, Dublin 18 or such other address as may at the relevant time have been notified to the Customer for that purpose.

9.13 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.

9.14 The Contract shall be governed by and construed in accordance with the laws of Ireland and any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of Ireland.

9.15 The Customer acknowledges that the Contract constitutes the complete and exhaustive statement of the agreement between ePW and the Customer concerning the provision of the services under the Contract and that it supersedes all prior understandings, agreements, representations or communications whether written or oral between the parties relating to the provision for the services under the Contract.

10. FURTHER OBLIGATIONS OF CUSTOMER

10.1 The Customer shall test their System on a monthly basis and report any defects to ePW.

10.2 When the Contract is terminated the Customer shall arrange an appointment with ePW for an ePW representative to physically disconnect the System from the Monitoring Control Centre and/or the Automated Monitoring Control Server. The system is linked to the telephone line and it will continue to communicate with the Monitoring Control Centre in the event of any alarm activations or system faults. Each signal will generate one local phone call, the cost of which will be for the account of the Customer until such time as the Customer organises its disconnection. For the avoidance of doubt ePW is not liable for the cost of such local phone calls.

11. DATA PROTECTION

11.1 Pursuant to the Data Protection Acts 1988 and 2003 (the "**DPA**"), ePW is a data controller of the personal data of the Customer it processes for the purposes of the Contract.

11.2 All personal data about the Customer (referred to in these Conditions as the Customer's "**Personal Data**") which ePW processes about the Customer pursuant to the Contract will be processed and maintained in accordance with ePW's obligations under the DPA.

11.3 ePW shall process (including disclose) the Customer's Personal Data:
(i) to process the Customer's application, to make credit decisions and manage the Customer's account;
(ii) comply with ePW's anti-money laundering obligations; and
(iii) in compliance with ePW's data protection obligations and the Customer's preferences to maintain and develop ePW's relationship with the Customer including to advise the Customer of other ePW goods and services which may be of interest to the Customer.

11.4 ePW does not disclose the Customer's Personal Data, except:
(i) where the Customer have given ePW consent;
(ii) where ePW are required or permitted to do so by law; or
(iii) where necessary for the purposes of the Contract, to other entities who provide a service to ePW or to the Customer.

11.5 From time to time, ePW may change the way ePW uses the Customer's Personal Data. Where ePW believes the Customer may not reasonably expect such changes, ePW will obtain the Customer's consent, as required by the DPA.

11.6 The Customer has the right at any time to request a copy of Personal Data ePW holds about the Customer and to ask for any inaccuracies in their Personal Data to be corrected. If the Customer would like a copy, or wishes to update its Personal Data, ePW may be contacted at Unit 3/4, Sandyford Park, Burton Hall Road, Sandyford Industrial Estate, Dublin 18, Ireland. Evidence of identity and a small fee may be payable.