

A large, vibrant splash of liquid in shades of orange, red, and purple dominates the lower half of the page. A magnifying glass is centered over the splash, with a bright light reflecting off its lens. The background is a soft, white-to-pink gradient.

# Your Sky Q Contracts



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# Your Sky Q contracts

This booklet contains the terms and conditions for Sky TV customers who take Sky Q.

Please take a few minutes to read this booklet which includes the terms on which we will loan you **loaned equipment** and your contracts for the supply and installation of your **Sky dish** and the supply and use of **TV services**. A summary of the most important terms is contained at the beginning of this booklet.

You agree to the terms and conditions of the relevant contract or agreement set out in this contract booklet (including any changes to the price, terms or services made in accordance with the terms and conditions) when performance of that contract or agreement begins. This means:

- You agree that the terms and conditions of 'The agreement for the loan of Sky Q boxes and the Sky Q hub' apply to an item of **loaned equipment** when you take possession of it;
- If installation of a **Sky dish** (including work on your existing Sky dish) by a Sky approved installer is required, you agree that the terms and conditions of 'Your contract for Republic of Ireland residential Sky TV services' apply from the date of the installation requested by you; and
- If you do not require installation services from a Sky approved installer, you agree to the terms and conditions of 'Your contract for Republic of Ireland residential Sky TV services' when you use or allow the **viewing card** to be used to receive your chosen **TV services**.

In this booklet, "we" "our" and "us" are references to **Sky**. Where your contract or agreement is with Sky, Sky group companies or Sky's agents may provide services for Sky including the provision of equipment (including **loaned equipment**), in-home services, billing and customer support.

Words and phrases written **in bold** have a special meaning which is explained in the section '**Terms with a special meaning in this booklet**' below or where the word or phrase is used. In each paragraph only the first use of a word or phrase with a special meaning is in bold. Subsequent uses in the same paragraph have the same meaning unless otherwise stated.

## This booklet includes:

1. A summary of the most important information about your contracts, such as
  - (a) Who can subscribe to Sky's TV services
  - (b) Equipment (including Sky Q boxes, the viewing card and the Sky Q hub) that is loaned to you and is not owned by you
  - (c) What subscriptions we offer and how they may change
  - (d) The minimum term for your Sky Q subscription package
  - (e) How prices may increase and the terms of your contracts may change
  - (f) How you'll be billed
2. Use of your information
3. The agreement for the loan of Sky Q boxes and the Sky Q hub
4. Your contract for Republic of Ireland residential TV services, including
  - (a) Supply and installation of your Sky dish and installation of Sky Q boxes
  - (b) The viewing card
  - (c) TV subscription services (Sky channel subscription, Sky Multiscreen subscription, Sky channel extra subscription)
  - (d) TV services with one-off or recurring charges (PVR functionality, additional TV viewing)

- (e) TV extra services (including On Demand)
- (f) Payments
- (g) How your TV services may change
- (h) How long your subscriptions last
- (i) Notices and keeping you updated
- Your contract for paper billing (if applicable)
- Your contract for Sky Store (rent or Buy & Keep) and Sky Box Office (pay per view)
- Terms with a special meaning in this booklet
- Your rights to cancel your order
- Your Sky Q package options

## Important information about your contracts

### Who can subscribe to Sky's TV services

- You can subscribe if you are 18 or over and the services will be used at your home in the Republic of Ireland. If you move or change your contact details you must tell us.
- You are responsible for all activity on your account by other members of your household and anyone who uses the **Sky Q box** or **TV services** while in your possession or control.
- You may not be accepted as a subscriber to a **TV service** in the future if you owe us any money or your credit or fraud score is unsatisfactory. We can administer your account as we believe reasonable depending on the result of that or any future scoring, which may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment and/or fraud prevention purposes.

### Ownership of equipment and the viewing card

- **Sky Q boxes** and the Sky Q hub are **loaned equipment** supplied to you at no cost and remain the property of Sky (or another Sky group company) at all times.
- You must not dispose of **loaned equipment** and we recommend you insure it against loss, theft or damage for the full replacement value.
- You must return or allow us to collect **loaned equipment** when reasonably requested to do so. This is the case even if it is being used by you to receive third party retailed content and you are responsible for managing any subscriptions with third parties.
- If you fail to return the **loaned equipment** you will have to pay a **non-return charge**. For more information about these charges go to [sky.com/nonreturncharge](http://sky.com/nonreturncharge).
- Payment of the **non-return charge** does not transfer ownership of **loaned equipment** to you and you are still required to return the loaned equipment to us following our reasonable request.
- If your Sky services end or are restricted we may disable the relevant **loaned equipment** to stop it from working. When we do this to a **Sky Q box** you won't be able to receive any content including free-to-air channels or other third party content and services.
- If we have requested that you return **loaned equipment** to us and you have failed to do so we may take legal action to recover it from you.
- The **Sky dish** is not loaned to you and becomes your property to keep on installation.
- Sky owns the **viewing card(s)** sent to you and if asked, you must return it at the end of the relevant subscription

or if a replacement is sent to you.

- You must tell us immediately if the viewing card is lost, stolen, damaged or faulty.

## Our TV services and how they may change

- The **Sky channel subscription**:
  - Your **option** may include a variety of **channels** and on demand content which are broadcast or made available by various broadcasters, including Sky group companies. Although we aim to provide channels and on demand content that cover a wide range of interests, we cannot guarantee the availability of any particular channel or programme.
  - If your chosen **option** includes a **basic pack** without the **HD Pack**, you may choose a different option during your subscription.
  - If your chosen **option** includes a **basic pack** with the **HD Pack**, you may choose a different option during your minimum term provided it includes a basic pack with high definition channels. You may also choose a different option to take effect after your minimum term has ended.
  - In all cases, if changing your **option** will reduce your payment to us you need to give us at least 31 days' notice. We may charge a reasonable administration fee for making these changes which we will let you know in advance.
- The **Sky Q Multiscreen subscription** and **Sky channel extra subscription(s)**:
  - To receive **device content** on your **compatible device(s)** you will need a **Sky Q Multiscreen subscription**, a **Sky Channel Subscription** and a suitable internet connection and in-home set-up so the Sky Q boxes can communicate with your **compatible device(s)**.
  - To receive Sky TV on an additional Sky Q Mini box connected to your main **Sky Q box** at your **address** you will need a **Sky Q Multiscreen subscription**, additional TV viewing and a suitable internet connection and in-home set-up so the Sky Q boxes can communicate with one another at all times.
  - To receive Sky TV on an additional **Sky Q box** connected to your satellite dish at your **address** you will need a **Sky Q Multiscreen Subscription**, **additional TV viewing** and a **Sky channel extra subscription**. Each Sky Q box will need to be connected to any residential broadband service you receive and you must give us reasonable access to check that all the Sky Q boxes are being used at the same address.
- Extra content and services:
  - **Bonus channels** and **TV extra services** are provided at Sky's discretion and eligibility may change from time to time.
  - Some **TV extra services**, (such as Netflix) are provided by third parties. The availability of these services is outside of our control and we are not responsible for them.
- Sky Store and Sky Box Office purchases
  - You will need active **PVR functionality** to continue to view Sky Store Buy & Keep content on the **Sky Q box**.
  - You will be charged for an **event** you purchase from Sky Box Office even if you don't tune in at all unless you cancel your purchase before the event starts.
- How your TV services may change:
  - During a **minimum term** you have **minimum service protections**.
  - **TV services** are variable so may change from time to time. We cannot guarantee the continued availability of any particular **channel** or programme.
  - If we remove your chosen **basic pack** we will move you to the nearest equivalent **option** and keep you on your old price if it is lower (subject to our general right to increase prices explained below).

- If we change any **bonus channels** or **TV extra services** you are not paying for into a channel or service which you have to pay extra to receive we'll give you reasonable notice of what charge will apply if you wish to carry on receiving it.
- For full details see 'Your contract for Republic of Ireland residential TV services' condition 12 (How your TV services may change).
- Other important points:
  - Your contracts do not cover channels or programmes which are not provided by Sky as part of our **TV services**, for example non-subscription channels, third party subscription channels or any other services which are provided to you directly by the relevant broadcaster.
  - Under no circumstances should you give the PIN number for the **Sky Q box** to anyone else unless you are happy to pay any charges they incur.
  - Some features of the **Sky Q Multiscreen subscription** and use of **TV extra services** may count towards any usage limits that apply to your internet service and some services may be unavailable with internet services below certain speeds.
  - In addition to the relevant subscription(s), a compatible television is required to watch programming in particular formats such as high definition, Ultra HD or 3D.
  - We continually review **compatible device** support and as new devices and operating systems appear we may stop supporting some older versions. This means that to continue to watch **device content** on your compatible device you may need to update the software on your device from time to time.

## How long subscriptions last

- For information about cooling off rights see 'Your rights to cancel your order' at the back of this booklet.
- Your **Sky Q subscription package** has a **minimum term** (usually 12 or 18 months) and you cannot cancel your subscription during the minimum term unless you have a contractual right to do so. If we end the subscription early in circumstances where you have breached your contract or are at fault (as explained further in condition 14.7) you will have to pay an **early termination charge**. Where you have a contractual right to end the subscription early you won't have to pay an early termination charge. For more information about these charges go to [sky.com/earlytermination](http://sky.com/earlytermination).
- You may be able to reduce the amount of these early termination charges by changing your option and/or removing any TV service you pay extra for, such as stand-alone premium channels, in accordance with these conditions provided such change takes effect before this contract ends.
- If you add a **TV subscription service** to your **Sky Q subscription package** you must agree a **new minimum term** for the additional TV subscription package you have chosen and you may need to agree a new minimum term for your Sky Q subscription package.
- You may also end this contract or a **TV service** (including during the **minimum term** for your **Sky Q subscription package**) if we break any **condition** of this contract.
- Please see 'Your contract for Republic of Ireland residential TV services' condition 14 (How long your subscriptions last) for full details about when your subscriptions may be ended without charge.

## How prices may increase

- We may increase the price of any of your **TV subscription services** by giving you at least 31 days' notice in writing where possible. This includes during the **minimum term** subject to **price protection**.
- Please see 'Your contract for Republic of Ireland residential TV services' condition 11 (Payments) for full details.
- Where you have received for no charge or paid an upfront fee for 12 or 18 months of **PVR functionality**, we will continue to enable the service at no extra cost after the 12 month period ends.
- Where you you have paid an upfront fee for 12 months of **additional TV viewing** we will continue to enable the service(s) at no extra cost after the 12 month period ends. If we introduce a further charge later for **PVR functionality** and/or **additional TV viewing** we will tell you what it is by giving you at least 31 days' notice in writing.

- If you are not the bill payer you must tell the payer of any price increase notice we send you.

## How you'll be billed

- We will post your bill electronically to the **message centre** or elsewhere within our online customer account on sky.com, such as **My Sky**, or if you have chosen to receive a paper bill, to your **address**, a reasonable time before payment is due (usually 14 days).
- A separate charge and separate terms and conditions apply if you choose to receive a paper bill. Details can be found in the section of this booklet '[Your contract for paper billing](#)'.
- One-off charges you owe us (including **early termination charges** and the **non-return charge**) will be charged directly to any credit or debit card which you have provided us with details of. We will give you reasonable notice before making the charge. Please tell us if you don't want us to use these card details for this purpose.

## How the terms of your contract may change

- We may change the terms of your contracts with us.
- Unless we are unable to do so for legal or regulatory reasons we will give you 31 days' notice in writing of any change.
- Please see '[Your contract for Republic of Ireland residential TV services](#)' condition 14.4 ([When you can end a TV service](#)) for details about when your subscriptions may be ended without charge if we make such changes.

## How special offers affect your contract(s)

- If you take up a special offer, the terms and conditions of the relevant products and services will be varied to take account of the offer terms and conditions.

## How to get in touch with Sky

- Online, you can chat to one of our online advisors by visiting 'Contact us' in **My Sky**.
- You can call us on **0818 719 819**. Calls to and from Sky may be recorded or monitored for training and other purposes.
- You can write to us at [Sky Ireland Limited, Fifth Floor, One Burlington Plaza, Burlington Road, Dublin 4](#).
- We are committed to providing you with the best possible products and services, but we understand that sometimes things do go wrong. If you have a complaint, please get in touch with us straight away using the details above (please mark any letter you send us for the attention of '[Customer Complaints](#)').
- If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our '[Complaints Code of Practice](#)' which you will find by visiting 'Complaints' in **My Sky**.
- Alternative dispute resolution services for Sky Q customers are provided by an approved alternative dispute resolution entity (see the Complaints Code of Practice for details of our preferred alternative dispute resolution entity) or you can refer your dispute to the European Commission online dispute resolution platform.



# Use of your information

Please refer to the Sky Privacy and Cookies Notice (available at [sky.com/privacy](https://www.sky.com/privacy)) for information about the use of your personal information by Sky Ireland Limited and its group companies. You can request a paper copy of the notice by calling us.

## The agreement for the loan of Sky Q boxes and the Sky Q hub

This agreement is with Sky Ireland Limited (**Sky**).

1. **Sky Q boxes**, the Sky Q hub and any other equipment we designate as Sky-owned will remain the property of Sky or another company in the Sky group of companies at all times (unless agreed otherwise) and are loaned to you at no cost. Each item of equipment loaned to you from time to time is "**loaned equipment**". Loaned equipment must not be taken outside the Republic of Ireland unless we tell you otherwise.
2. You are responsible for keeping **loaned equipment** in good condition and using it properly. Whilst Sky or another company in the Sky group of companies remains the owner, you agree to:
  - (a) Not misuse, neglect or damage the loaned equipment;
  - (b) Not tamper with or disassemble the loaned equipment or remove or obscure any labels or markings on the loaned equipment;
  - (c) Follow our reasonable instructions regarding the location and placement of loaned equipment;
  - (d) Allow us, our agents or another company in the Sky group of companies to make alternations to or replace the loaned equipment if reasonably required. Our agents or us may need reasonable access to your home to do this or we may need you to follow our reasonable instructions;
  - (e) Keep the loaned equipment in your home and under your control (for example, you may not sell or lend it to anyone or use it as security for a loan);
  - (f) Not dispose of the loaned equipment unless expressly authorised to do so by Sky;
  - (g) Take proper care at all times to prevent the loss or theft of the loaned equipment (we recommend you insure loaned equipment against loss, theft or damage for the full replacement value); and
  - (h) Allow us, our agents or another company in the Sky group of companies to update the software in the loaned equipment by sending signals to it. You must not tamper with the software in the loaned equipment or allow anyone else to do so
3. We or another company in the Sky group of companies will repair or replace the **loaned equipment** at no cost to you if it becomes faulty unless:
  - (a) You are responsible for the fault in which case charges for engineer servicing may apply; or
  - (b) We have requested that you return the loaned equipment to us and you have not done so in time.

You will be responsible for faults to loaned equipment caused by:

- (a) Misuse or neglect of, or accidental or deliberate damage to the loaned equipment;
- (b) Your failure to follow our reasonable instructions regarding the loaned equipment;
- (c) Equipment which you own which has not been supplied by us;
- (d) Tampering or disassembling the loaned equipment or the Sky dish without our consent; and/or
- (e) You doing anything else which is likely to cause damage to the loaned equipment, unless this is done at our request or on our instruction

4. You or Sky can give notice at any time requiring **loaned equipment** to be returned to Sky or another company in the Sky group of companies. We will only give notice where it is reasonable to do so and only where either (a) the loaned equipment is no longer enabled to receive a paid subscription service from Sky (for example we'll notify you that **Sky Q box(es)** need to be returned if 'Your contract for Republic of Ireland residential TV services' ends); or (b) we are replacing the loaned equipment with other loaned equipment that offers similar or better functionality. Returns information including details of the loaned equipment to be returned (or collected by us at our discretion) and packaging and a pre-paid returns label (where applicable) will be included with our notice or will be sent to you after receipt by us of your notice (or after we have verified your account under condition 14 if required). You must return loaned equipment or allow us to collect it even if it is being used by you to receive third party retail content. We will not notify third parties on your behalf and you are responsible for managing any subscriptions with third parties. The return of loaned equipment does not affect either party's rights or obligations under any other contracts between the parties.
5. If you fail to return the **loaned equipment** within the time specified by Sky (which shall be at least 30 days after we send you the returns information in condition 4) you will have breached these terms. In this case we will charge you a sum equivalent to the value of the loaned equipment at the date it should have been returned assuming the loaned equipment was kept in good condition and used properly as required under condition 2 above (the "**non-return charge**"). We may add the non-return charge to your Sky bill or, unless you tell us otherwise, charge it directly to any of the credit or debit cards which you have provided us with details of. We will give you reasonable notice before making the charge. For more information about these charges go to [sky.com/nonreturncharge](http://sky.com/nonreturncharge).
6. Payment of the **non-return charge** does not transfer ownership of **loaned equipment** to you and you must still return the loaned equipment to us. If you return the loaned equipment within three years of being required to do so we will credit you the non-return charge paid less a reasonable deduction if the equipment was not kept in good condition and used properly and in accordance with condition 2 above.
7. If **loaned equipment** is lost or stolen you must tell us immediately and you will need to pay the **non-return charge**. Once you have paid the non-return charge we will replace the lost or stolen equipment.
8. We may disable **loaned equipment** to stop it from working:
  - (a) When the Sky services it is used to receive end in accordance with the terms of the relevant contract;
  - (b) Any time from 7 days after we exercise any right we have to restrict the Sky services it is used to receive, in which case it will remain disabled until the restriction is removed; or
  - (c) If we have requested that you return loaned equipment to us and you have failed to do so in breach of these **conditions**, in which case we may also take legal action to recover loaned equipment from you.

Any **Sky Q boxes** that have been disabled will not be able to receive any content (including free-to-air or third party channels or apps) or perform any functions (including playback of recordings from free-to-air or third party channels, downloading and streaming). You must still pay us the **non-return charge** (if due) after loaned equipment has been disabled.
9. We may change or add to the **conditions** of this agreement for any of the following reasons:
  - (a) Our products and services are variable in nature (this means they may be changed, altered, improved or added to at Sky's discretion as this ensures we respond to customer needs and remain competitive);
  - (b) We intend to change the way we structure our products and services;
  - (c) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience);
  - (d) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our digital satellite platform);
  - (e) We reorganise the way we structure or run our business;
  - (f) Valid legal or regulatory reasons; or

- (g) To make our conditions clearer or easier to understand, to reflect changes in law or to update our terms and conditions from time to time so all our customers are on the same conditions.
10. We supply **loaned equipment** on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to any of the conditions for reasons other than those set out in condition 9 above.
11. We will notify you in writing at least 31 days before any changes or additions to the conditions of this agreement come into effect unless we are required to make changes or additions immediately for valid legal or regulatory reasons in which case we will try to give you as much reasonable notice as possible. If you object to any change we are going to make you should exercise your rights under condition 4 above.
12. This agreement will terminate automatically when all **loaned equipment** you received from Sky has been returned to Sky or another company in the Sky group of companies and any credits due to you from Sky under condition 6 above have been paid or, if earlier, six years from the date we are entitled to disable loaned equipment under condition 8 above.
13. None of **Sky**, our agents or any company in the Sky group of companies will be liable under this agreement for:
- (a) The act of requesting the return of **loaned equipment**, disabling loaned equipment or taking legal action to recover loaned equipment from you (unless we do so in breach of this agreement);
  - (b) Any delay or failure by us to supply, repair or replace loaned equipment caused by events outside Sky's, our agents or any company in the Sky group of companies reasonable control. Matters outside our or their reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, and government action;
  - (c) Any loss or damage caused by them or any of their respective officers, employees or agents in circumstances where:
    - (i) There is no breach of a legal obligation or legal duty of care owed to you by them (as the case may be) or by any of their respective employees or agents; or
    - (ii) Such loss or damage was not contemplated by both you and us at the time we entered into this agreement.
  - (d) Any loss or damage caused by them or any of their respective employees or agents to the extent that such loss or damage results from any breach by you of these conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach is the most significant cause of the loss or damage.

This condition 13 shall not affect any liability we may have to you for death or personal injury as a result of **Sky's**, our agents or any company in the Sky group of companies negligence, or for their fraud or fraudulent misrepresentation.

14. Where we are required under this agreement to give you notice, we will give you this notice by letter, email or SMS, via a message in the **message centre** or elsewhere within our online customer account on sky.com, such as **My Sky** (we'll alert you by email or SMS if a notice has been added) or on your monthly bill. Any notice you give us under this agreement must be given by phone (**0818 719 819**). Notice given by these means will be processed immediately. You can also write to us (**Sky Ireland Limited c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us via **My Sky**. Notice given by these means will not be effective until we have spoken to you and verified your account (and once verified the notice will be effective from the date the original notice was given).
15. **Sky** can transfer their rights and/or obligations under this agreement to any member of the Sky group of companies or any other company, firm or person either as a variation to this agreement or as a new agreement provided in either case this does not affect your rights under this agreement in a negative way. Where a new agreement will be entered into this will become effective 31 days after we notify you in writing of the transfer.
16. This agreement is governed by Irish law. Any disputes can be dealt with by any court in the Republic of Ireland that can lawfully deal with the case.

# Your contract for Republic of Ireland residential TV services

To enter this contract you must be 18 years or over.

## 1. Who is your contract with?

- 1.1. This contract is between you and **Sky** who provide your **TV services** and **viewing card**, and, supply and install your **Sky dish** and install **Sky Q box(es)**.
- 1.2. **Sky** may appoint an approved Sky homes agent or an approved local retailer as its agent for the supply and installation of your **Sky dish**.

## 2. What is covered by this contract?

- 2.1. The following is covered by this contract:
  - (a) The supply of your **Sky dish** and installation of **Sky equipment**;
  - (b) The warranty for your **Sky dish**;
  - (c) **Sky Q box** connectivity;
  - (d) Supply of the **viewing card**; and
  - (e) The supply and use of **TV services**.
- 2.2. This contract does not cover:
  - (a) **The terms of the loan of Sky Q boxes and the Sky Q hub**;
  - (b) [Your contract for Sky Store and Sky Box Office](#);
  - (c) [Your contract for paper billing](#) (if applicable); and
  - (d) Sky Go and Sky Go Extra. Terms and conditions for these services are provided separately to this booklet
  - (e) Other services available when using the Sky software application on your **compatible devices** which are not expressly referred to in this contract. Terms and conditions for these other services are made available before you download the software application.

## 3. Supply of the Sky dish and installation services

- 3.1. **Sky** will select the make and model of **Sky equipment** to be supplied to you. Sky is under a duty to supply goods in conformity with this contract.
- 3.2. **Sky equipment** must only be installed by a Sky approved installer, excluding self-install where applicable, at your **address**.
- 3.3. On installation, the **Sky dish** becomes your property to keep.
- 3.4. You must follow the reasonable instructions in any confirmation of installation that we send you. It forms part of this contract.
- 3.5. You must ensure **Sky** are able to safely access your **address** on the agreed day and either you or someone who can give Sky instructions on your behalf (and is 18 years or over) is present. If we cannot access your address on the agreed day (or access it safely) we may either
  - (a) Refund the installation charge paid by you but deduct from that charge the reasonable costs that we have incurred in attending the property (up to but not exceeding the full amount of the installation charge); or
  - (b) Refund any charges you have paid but charge you a reasonable default fee where this was made known to you at the point you booked the installation

- 3.6. Installation may require the consent of someone else, for example, your landlord or the local council or authority. You are responsible for ensuring all these agreements and consents have been obtained before installation begins.
- 3.7. A "**standard installation**" assumes that no additional cabling, bracketry or other equipment or work is required which is beyond the scope usual in a normal installation. An installation may not be standard where, for example, your **Sky dish** needs to be sited above two storeys or more than 20 meters away from the **Sky Q box**. For more information on what we consider to be a standard installation see sky.com.
- 3.8. If the installation is non-standard, you will be charged a reasonable sum for any additional equipment or works that are required. We will advise you of these charges and they will need to be paid before we can commence installation, which may need to be arranged for another time. Alternatively, if you do not agree to those charges, you can cancel your installation and we will repay anything you have paid for it.
- 3.9. If you already have a **Sky dish** installed at your **address** then this may be used or modified during installation. Where any existing equipment or cabling needs to be upgraded or replaced for installation of your Sky dish this will be carried out as part of the installation. Unless you tell us otherwise, the installer will take away any equipment or cabling that has been replaced.
- 3.10. If you have **Sky equipment** that you wish to continue using or you would like it to be relocated within your home, you must tell us at least 24 hours prior to the installation, and a separate charge may be payable by you. If so, we will advise you of the amount of this charge which must be paid before your installation.
- 3.11. If you have chosen a **Sky Q Multiscreen subscription** and additional TV viewing, as part of the installation, you must allow us to connect all the **Sky Q boxes** via your residential broadband service.
- 3.12. If you have chosen a **Sky channel extra subscription**, as part of the installation, you must allow us to connect all the **Sky Q boxes** to any residential broadband service you receive.

#### 4. Warranty for your Sky dish

Your **Sky dish** comes with a warranty against faults arising in the first 12 months after installation. The 12 month warranty also covers cabling and/or installation faults. The following are not covered by the warranty: faults arising from misuse, accidental or deliberate damage, damage arising from use of equipment that is not supplied by or on behalf of **Sky** with the Sky dish, cosmetic damage which does not affect the functionality of the Sky dish or damage caused by events outside the reasonable control of Sky or its equipment suppliers. To report a fault please call Sky on **0818 719 819**. If a reported fault cannot be remedied by one of our engineers during a visit to your home, then Sky will replace the faulty Sky dish, or the faulty component of it. Any replacement equipment will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent). Sky will warrant any repair or replacement until the later of the end of the original 12 month warranty period or 3 months from the date it was carried out. This warranty is provided by **Sky**, only applies to a Sky dish ordered from Sky (or a retailer acting as Sky's agent), and does not apply outside the Republic of Ireland or to any **Sky Q box**. If you live in a property with a communal satellite system, this warranty does not cover that system.

This warranty does not affect your legal rights, for example in relation to us supplying a Sky dish which is not of satisfactory quality or not performing the installation of the Sky dish with reasonable care and skill. If you require any advice on your legal rights you can refer to [www.consumerhelp.ie](http://www.consumerhelp.ie).

#### 5. The viewing card

- 5.1. **Sky** will provide you with a **viewing card** for each **Sky Q box** that requires one to enable you to watch the **TV subscription services** you have chosen.
- 5.2. **Sky** continues to own the **viewing card** after it is sent to you and if asked, you must return it to Sky at the end of this contract or if a replacement is sent to you.
- 5.3. Only you or those people you authorise may use the **viewing card** and it must be used at your **address** with the **Sky Q box** which is authorised by **Sky** to receive encrypted digital satellite services.
- 5.4. You must not tamper with the **viewing card** or use it for anything which we do not authorise.
- 5.5. In order to enable the administration of the digital satellite platform, you agree that **Sky** may disclose your name, **address**, the services you receive via the **viewing card** and its number to viewing card manufacturers and providers of digital satellite services for which your viewing card is enabled.

- 5.6. The **viewing card** may be replaced from time to time for security reasons. If you have a Sky channel subscription at the time the viewing cards are replaced, we will send you a new viewing card before the old one becomes invalid, unless it is not possible for us to do so in which case we will send you one as soon as possible. If you no longer have a Sky channel subscription at the time the viewing cards are replaced you will not be entitled to a new card under this contract.
- 5.7. **Sky** can make the **viewing card** invalid if it reasonably believes you are using it in an unauthorised way, have given it to someone else, are using it somewhere other than at your **address** or it is necessary to protect the security of Sky's digital satellite platform or Sky or we reasonably consider it is otherwise reasonable to do so (such as fraud).
- 5.8. You must tell us immediately if the **viewing card** is lost, stolen, damaged or faulty using the contact details set out in 'How to get in touch with Sky' at the front of this booklet.
- 5.9. If your **viewing card** is damaged or faulty and you return it, **Sky** will replace it free of charge if it had a defect when it was supplied to you. If the card is faulty or damaged in any other way or you do not return the faulty viewing card, or if it is lost or stolen, you may have to pay for a replacement. Any **viewing card** that you tell us does not work or has been lost or stolen will be invalidated.

## 6. TV services

- 6.1. We will provide each of the **TV services** you have chosen to receive at your **address**.
- 6.2. Each of your **TV services** are separate and variable and may change from time to time as described in condition 12 below
- 6.3. You agree to use your **TV services** and the **viewing card** for your household's own private domestic enjoyment and not for any commercial or business purpose.
- 6.4. You agree to use your **TV Services** in accordance with this contract and that you will be responsible for all activity on your account by other members of your household and anyone who uses the **Sky Q box** or TV services while in your possession or control.
- 6.5. To make the most from the **Sky Q box** and **TV Services** we recommend that the Sky Q box is connected to your broadband router and the Sky Q box is left in standby mode with the viewing card inserted when not in use.
- 6.6. We may make **on demand content** available to you via a **Sky Q box**. The on demand content you can receive will depend on your chosen **option**, and the type of Sky Q box you have.
- 6.7. There may be time limits on how long you can keep and playback **on demand content** stored on the **Sky Q box**. Details of these time limits will be provided when you select the on demand content.
- 6.8. We may supply viewing recommendations, newsletters and/or magazines with information about your **TV services** in paper or electronic format from time to time as part of your **TV services**. If we do, you can elect not to receive it at any time by contacting Sky. We can stop providing these at any time without notice or introduce a charge for the magazine in which case we will tell you what charge will apply and ask you if you wish to continue to receive it.
- 6.9. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of any misuse of **Sky equipment** or a **TV service** by you or anyone you have allowed to use them in breach of these **conditions** or any other agreement between you and us relating to such Sky equipment or TV services.

## 7. TV subscription services

- 7.1. You may not be accepted as a subscriber to a **TV subscription service** if you owe us any money or your credit or fraud score is unsatisfactory.

### Your Sky channel subscription

- 7.2. You can choose one **option**, and you can choose to add any **stand-alone premium channel** we may offer. You cannot choose individual channels within an option.
- 7.3. We may supply **bonus channels** with your **option** that you will not have to pay extra for.

- 7.4. If your chosen **option** includes a **basic pack** without the **HD Pack**, you may choose a different **option** and/or add or remove a **stand-alone premium channel** at any time but you need to give us 31 days' notice if the change means you will pay us less for your **Sky channel subscription**.
- 7.5. If your chosen **option** includes a **basic pack** with the **HD Pack**, you may choose a different option and/or add or remove a **stand-alone premium channel** in your **minimum term** or **new minimum term** (where applicable), provided that your new option includes a basic pack with the **HD Pack**. You may choose a different option and/or add or remove a stand-alone premium channel to take effect at any time after your minimum term or new minimum term (where applicable), has ended. In both cases you need to give us 31 days' notice if the change means you will pay us less for your **Sky channel subscription**.
- 7.6. We may charge you a reasonable administration fee to change your **option**. We'll let you know the amount of any fee in advance.
- 7.7. Some **channels** you receive may be provided by other broadcasters. The availability of these channels and the programmes on them is outside of our control and we are not responsible for them.

### Your Sky Q Multiscreen subscription

- 7.8. A **Sky Q Multiscreen subscription** enables viewing of **device content** on **compatible devices**, and the **channels** and recordings from your main **Sky Q box** on other TVs at your address via a single Sky Q Mini box if you pay an **additional TV viewing** charge for each TV that you wish to enable (see condition 8.5 below for further details). You can also view selected programmes and **on demand content** in ultra high definition with a Sky Q 2TB box, subject to meeting the other eligibility requirements specified from time to time on sky.com and/or on your Sky Q box.
- 7.9. We shall make **device content** available to you via a **compatible device**. The device content you can receive will depend on the **Sky Q subscription package** you choose to take from time to time and the channels you receive.
- 7.10. To receive and view **device content** you must ensure that you have downloaded the relevant Sky software application to your **compatible device** and your device continues to meet the hardware and software compatibility requirements specified from time to time on sky.com.
- 7.11. The number of **compatible devices** you can register to receive **device content** and use to receive device content at the same time is limited and varies depending on the type of **Sky Q box** you have. See sky.com for details. The picture quality of device content may differ from the quality on your main Sky Q box and some features on your main Sky Q box may not be available on your compatible device (e.g. interactive and red button features).
- 7.12. There may be time limits on the availability of **device content**. Details of these limits will be made clear on screen. Once the relevant time limit has expired you will no longer be able to stream the device content and any transferred device content will be automatically deleted.
- 7.13. Some other features integrated into the software application downloaded to your **compatible device** are only available if you to have registered for the Sky Go service which is subject to separate terms and conditions.
- 7.14. Any **Sky Q subscription package** that includes a **Sky Q Multiscreen package** must also include a **Sky channel subscription**.
- 7.15. Some features of the **Sky Q Multiscreen subscription** are only available if the **Sky Q box** and any other **compatible device(s)** or Sky Q box(es) you are using to receive the features are connected to your residential broadband service and you have a suitable in-home set-up (to enable the Sky Q Box to communicate with your compatible device(s) and any other Sky Q boxes you may have). Use of these features will normally count towards any usage limits that apply to your residential broadband service and may be impacted by the speed of your connection. Some features may be unavailable (in whole or in part) with connections below certain speeds. If your residential broadband service is provided by a third party we are not responsible for it and you should contact your provider if you experience problems with it.

### Your Sky channel extra subscription

- 7.16. Each **Sky channel extra subscription** enables viewing of the **channels** you receive on your main Sky Q box via an extra **Sky Q box** connected directly to your Sky dish. To receive a **Sky channel extra subscription** you may need to pay for additional installation services from Sky.
- 7.17. Any **Sky Q subscription package** that includes a **Sky channel extra subscription** must also include a **Sky channel subscription** and (unless we agree otherwise) a **Sky Q Multiscreen subscription**, and **additional TV**

## viewing.

- 7.18. Your **Sky channel subscription, Sky Q Multiscreen subscription, additional TV viewing** and **Sky channel extra subscription(s)** must be viewed at the same address, unless we tell you otherwise. At all times while any Sky channel extra subscription is in place:
- The **Sky Q box** used to receive your first Sky channel subscription and each extra Sky Q box used to receive a Sky channel extra subscription must be connected to any residential broadband service you receive;
  - The **viewing card** must be kept in the Sky Q box; and
  - The Sky Q boxes must be connected to a mains supply.
- You must give us or our agents reasonable access to inspect the Sky Q boxes at your **address** to check that any Sky Q box used to receive a Sky channel extra subscription is located at the same address as the Sky Q box used to receive your Sky channel subscription.
- 7.19. If a **Sky Q box** receiving a **Sky channel extra subscription** is not being viewed at the same **address** as the box receiving your Sky channel subscription we may choose to end your **Sky channel extra subscription** (in accordance with condition 14.7).
- 7.20. In the alternative to ending your **Sky channel extra subscription** (as described in condition 7.19), if a **Sky Q box** receiving a Sky channel extra subscription is not being viewed at the same address as the box receiving your **Sky channel subscription** we may, on giving you at least 31 days' notice, charge you the full price of the Sky channel subscription you are receiving in place of the price of your **Sky channel extra subscription** for each Sky Q box which this condition applies to.
- 7.21. There may be a limit on the number of **Sky channel extra subscriptions** you can have at your address. See sky.com for further information.

## 8. TV services with one-off or recurring charges

### PVR functionality

- 8.1. We will enable **PVR functionality** on a **Sky Q box** that has this functionality for 12 months beginning when the minimum term for your first **Sky Q subscription package** begins. Normally there is no charge for this. After 12 months the PVR functionality will continue to be enabled and no charge will apply automatically. We may decide to charge for PVR functionality in the future. If we introduce a charge, we will tell you what it is by giving you at least 31 days' notice in writing.
- 8.2. If you upgrade your **Sky Q box** to a Sky Q 2TB box, a one-off charge may apply to enable the **PVR functionality** on your new Sky Q box for 12 months beginning when the PVR functionality is enabled on your new Sky Q box unless we agree a subsequent one-off charge for 12 months beginning on a later date. After 12 months the PVR functionality will continue to be enabled and no further charge will apply automatically. If we introduce a further charge we will tell you what it is by giving you at least 31 days' notice.
- 8.3. To playback a recording from a channel you need the Sky channel subscription (e.g. the relevant option) required to view that channel.
- 8.4. If you paid a charge for your PVR functionality under condition 8.2 and it ends within 12 months of it being enabled because:
- you end it or your **Sky channel subscription** for a reason permitted under these conditions or we end it under **conditions** 14.8 or 14.10 we will refund you a pro-rated amount of the one-off charge for the unused period; or
  - we have ended it under condition 14.7 you will only receive a refund of an amount equal to the costs we save (if any) by not providing you with PVR functionality.

### Additional TV viewing

- 8.5. For a one-off or recurring charge we will enable you to view the **channels** and recordings from your main **Sky Q box** on an additional TV at your address for 12 months ("**additional TV viewing**"). With additional TV viewing you can use a Sky Q Mini box in your home by connecting it to your main Sky Q box and your TV.



- 8.6. **Additional TV viewing** is only available if you have an active **Sky Q Multiscreen subscription**.
- 8.7. The number of additional Sky Q Mini boxes that can be used for **additional TV viewing** at the same time is limited and depends on what model of main **Sky Q box** you have. See sky.com for further information. For optimal performance we recommended that your main Sky Q box is connected to no more than four Sky Q Mini boxes.
- 8.8. If your **additional TV viewing** ends within 12 months of it being enabled because you end it or your **Sky Q Multiscreen subscription** for a reason permitted under these **conditions** or we end it or your Sky Q Multiscreen subscription under conditions 14.8 or 14.10, if you have paid a one-off charge we will refund you a pro-rated amount of the one-off charge for the unused period. If you have paid a recurring charge, we will refund you a pro-rated amount of the last recurring charge you paid for any unused period.
- 8.9. If your **additional TV viewing** ends within 12 months of it being enabled because we have ended it under condition 14.7 you will only receive a refund of an amount equal to the costs we save (if any) by not providing you with additional TV viewing.
- 8.10. After 12 months **additional TV viewing** will continue to be enabled and no further charge will apply automatically. If we introduce a further charge we will tell you what it is by giving you at least 31 days' notice in writing.

## 9. TV extra services

- 9.1. We may make **TV extra services** available to you from time to time.
- 9.2. Each **TV extra service** is separate and variable and may change from time to time. For full details of these services and what you need to access the content, please see sky.com which you should check regularly for up to date information.
- 9.3. Some **TV extra services** are only available if the **Sky Q box** and any other **compatible device** you are using to receive the services are connected to the internet and you have a suitable in-home set-up (e.g. to enable the Sky Q box and compatible device to communicate with one another). Use of these TV extra services will normally count towards any usage limits that apply to your residential broadband service and may be impacted by the speed of your connection. Some TV extra services may be unavailable (in whole or in part) with connections below certain speeds. If your residential broadband service is provided by a third party we are not responsible for it and you should contact your provider if you experience problems with it.
- 9.4. If a charge applies to access or use any part of a **TV extra service** you will be told in advance of the applicable charge and of any additional terms and conditions which apply.
- 9.5. **TV extra services** supplied to you may differ from those supplied to other Sky customers and may vary between **Sky Q boxes** and **Sky Q subscription packages**.
- 9.6. We may alter, suspend or stop making **TV extra services** available to you to update the service, for technical reasons, if you have missed any payments you owe us or your credit or fraud score is unsatisfactory, or if you have broken these **conditions** or the terms and conditions of another service provided to you by Sky, or for any of the reasons listed in condition 13.1(a)-(h).
- 9.7. We provide **TV extra services** on an ongoing basis and we cannot foresee what may change in the future. This means we may need to alter, suspend or stop making TV extra services available to you for reasons other than those referred to in condition 9.6 above.
- 9.8. Where the **TV extra service** is one you pay a specific price for we will give you reasonable notice before we stop making TV extra services available to you (unless we need to do this immediately for technical reasons or for valid legal or regulatory reasons). We will refund to you the price you have paid for a TV extra service which you cannot use, or a pro-rated part of the price if you are unable to use the TV extra service for part of a period that you have paid for.
- 9.9. Some **TV extra services** may be provided by third parties. The availability of these services is outside of our control and we are not responsible for them.
- 9.10. If you post, upload or stream your own materials (e.g. photos) using a **TV extra service** you:
- (a) Give Sky permission to use or display the materials within that TV extra service;

- (b) Must not post, upload or stream any material that is illegal or harmful or infringes on any rights of **Sky** or others.

## 10. Copying and copyright

- 10.1. You must not do (or allow to be done) any of the following:
- (a) Copy (except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time ("**Act**")), redistribute or relay any part of the content we provide to you as part of your **TV services** ("**content**") or otherwise deal with the content in way which is not permitted under the Act. The exceptions in the Act are limited and you must make sure that you are legally entitled to rely on one of them;
  - (b) Sell or make any charge for watching any content;
  - (c) Show any content to the public, even if no charge is made;
  - (d) Tamper with or modify the signal of any content made available on the Sky Q box; or
  - (e) Alter, cover, modify or remove any graphics, logos or other on screen text or images appearing on any broadcast, download or stream of content.
- 10.2. We may disable or alter remotely certain functions of the **Sky Q box** or the Sky software application on your **compatible device** so as to prevent you from copying content and we may prevent you receiving **TV services** if the Sky Q box allows copying of any content which we are bound by contract to prevent. If we exercise our rights under this condition 10.2 you may have rights to end this contract under condition 14.4.
- 10.3. If instructed by us, **device content** must only be viewed by you in a domestic or private location.

## 11. Payments

### Your payments

- 11.1. You must have paid in full in advance any upfront payment we agree to set you up as a Sky customer including for any **standard installation** and/or any one-off charges for **PVR functionality** and **additional TV viewing**. Any charges for non-standard installation must be paid before the engineer begins installation of your **Sky dish**.
- 11.2. You agree to pay the price we have told you for each **TV subscription service** you choose to subscribe to from the date your main **Sky Q box** is enabled for that TV subscription service.
- 11.3. You agree to pay the price (if any) notified to you in advance for any **TV extra services** you choose to use.
- 11.4. If we have agreed a special price with you, for example as part of an offer, you will pay that agreed price and this contract will be varied accordingly. If you cease to meet the requirements for a special price (e.g. you stop taking a certain **option**) you will be charged the standard price even if you subsequently meet those requirements again.

### How your subscription payment may increase

- 11.5. We may increase the price of any of your **TV subscription services** at any time by giving you at least 31 days' notice in writing (unless the circumstances explained in condition 11.8(a) apply when we will try to give you as much reasonable notice as possible) for any of the following reasons:
- (a) The cost to Sky of providing services increases (such as when we have to pay third parties more for their content);
  - (b) We are introducing new programmes, content, products and services;
  - (c) We are changing the way we structure our products and services;
  - (d) We are investing in improving our customer support; or
  - (e) Other costs associated with running our business increase.

If you want to change your **Sky channel subscription** (in accordance with condition 7.4) and/or, when you are outside your **minimum term** or **new minimum term**, end a **TV subscription service** (in accordance with condition 14.6) because you don't want to pay the higher price let us know within 14 days of receipt of our notice.

If you do this you will not have to pay the price for the **channels** you remove from your Sky channel subscription and/or the TV subscription service you end (and if your latest bill already includes the higher price we will refund the difference to you in your next or final bill).

- 11.6. We provide **TV subscription services** on an ongoing basis and we cannot foresee what may change in the future. This means we may increase prices for reasons other than those set out in condition 11.5 above.
- 11.7. During the **minimum term**, unless it is for a reason set out in condition 11.8 below (where the following increase limits do not apply), we may increase the then standard price of each **TV subscription service** only once and the increase will not be more than 10% or the increase in the UK Retail Price Index over the 12 months before we tell you about that price increase, whichever is greater. In addition, any price increase for a TV subscription service will be delayed so as not to apply during the first 60 days of your minimum term. The limits on the timing, frequency and amount of any price increase in this condition are referred to as "**price protection**".
- 11.8. **Price protection** does not apply as a result of:
- (a) A change in the law or a request or requirement from a regulatory authority (including any changes in Value Added tax);
  - (b) Us exercising our rights under condition 7.20;
  - (c) An increase to the price of any **stand-alone premium channel**;
  - (d) You making changes to your **TV services** (for example, choosing a new or varied **option**), when you will immediately pay the then current price for the TV services you choose; or
  - (e) Us adding extra **channels** to your **option**. If we do this during the **minimum term** you may choose not to receive these extra channels and your price will not increase as a result of this for the remainder of the minimum term. From the end of the minimum term you will receive all the channels included in the relevant option and pay the then current price for it.

### How other payments may increase

- 11.9. We may increase the price of any recurring charge for **additional TV viewing** and/or a **TV extra service** you have chosen by giving you at least 31 days' notice in writing. If you no longer want to receive the TV extra service because you don't want to pay the higher price let us know this within 14 days of receipt of our notice and you will not have to pay the price increase (and if you latest bill already includes the higher price we will refund the difference to you in your next bill).

### Your bill

- 11.10. We will bill you monthly in advance for your **Sky Q subscription package** and you agree to make your payment on or by the date stated on your bill. The first bill you receive for your Sky Q subscription package (or the first bill after you change your **option**) may include a payment for the service you have received to date (payment in arrears) together with a payment for the next month in advance. Alternatively, your first payment may be taken at the time you order a new Sky Q subscription package.
- 11.11. Where applicable, charges for **TV extra services** you choose to use will be added to your next or a later bill unless otherwise agreed.
- 11.12. Unless we agree otherwise, you must have a continuous payment method set up with us at all times, which we will use to take your payment on or around the date stated on your bill.
- 11.13. We may alter your Direct Debit or debit/credit card instruction if the price of your **TV services** changes for any reason. We may also charge any other payment due under this **contract** under your Direct Debit or debit/credit card instruction together with any other payments which you agree we may charge under that instruction.
- 11.14. A reasonable time before payment is due (normally 14 days), we will post your bill either electronically to the **message centre** or elsewhere in our online customer account on sky.com, such as **My Sky**, or to your **address** if you have chosen to receive a paper bill. You are responsible for ensuring you view your bill. Electronic bills will be held online for at least 12 months, if you wish to keep a record of your electronic bills for personal use save it to your computer hard drive or make a paper copy by printing it out via **My Sky**. If you want us to send you a paper bill to your **address** contact us using the details set out in '**How to get in touch with Sky**' at the front of this booklet. Separate terms and conditions apply to this service and these can be found in the section of this booklet headed '**Your contract for paper billing**'.

- 11.15. You acknowledge that any payments you make to **Sky** and any credits on your account will be applied to the full set of services you receive from Sky and may be applied against any amounts you owe us for any service you take from Sky.

### Late payments and other payment charges

- 11.16. If you miss any payments you owe to us including for any Sky service we may charge you a reasonable fee to help pay for the extra costs we incur processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these **conditions**. Any interest is worked out daily. Details of these fees can be found on [sky.com/latepaymentfee](http://sky.com/latepaymentfee). These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fee or instructing a debt collection company.
- 11.17. We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.

### Other payment terms

- 11.18. If we unencrypt a **channel** for non-subscribers for any period of time you will not be entitled to a refund corresponding with that period if the channel is one you pay for.
- 11.19. Before we enter into this contract we may ask you to use different payment terms than we normally use. For example we may ask you for a deposit or for payment in advance for any **TV services** you wish to use if we reasonably believe there may be issues with providing you with credit. If you don't agree to these payment terms then we are not required to enter into this contract.
- 11.20. Unless you tell us otherwise, we may charge any one-off charges you owe us directly to any of the credit or debit cards which you have provided us with details of, e.g. when you paid any one-off or upfront charges, and by accepting the terms of this contract, you authorise us to do so. We will give you reasonable notice before making the charge.
- 11.21. If we decrease the price you pay for a **TV subscription service** or other recurring monthly charge you incur we will notify you.

## 12. How your TV services may change

- 12.1. We will not withdraw the **Sky channel subscription service** or **PVR functionality** during your **minimum term** unless we no longer have the authority or ability to provide it ("**minimum service protections**").
- 12.2. Subject to condition 12.1, each of your **TV services** is a separate and variable service (which means they may be changed, altered, improved or added to at Sky's discretion as this ensures we respond to customer needs and remain competitive). Therefore we may vary, replace or withdraw:
- (a) Any TV service;
  - (b) Any programming or **channel** (including varying the broadcast hours of a channel);
  - (c) Any feature or functionality of a TV service; or
  - (d) Any **basic pack**, and if your basic pack no longer exists, we'll move you to the nearest equivalent basic pack and your **option** will be adjusted accordingly. If we move you during your minimum term the price you pay will stay the same until the end of the **minimum term** (except in the case of price increases under conditions 11.5 to 11.8).
- 12.3. We provide **TV services** on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes for reasons other than those set out in condition 12.2 above.
- 12.4. We may change any **bonus channel** or any feature or function of a **TV service** you receive at no extra charge, or any **TV extra service** you receive at no extra charge, into a channel, feature, function or TV service that you must pay for and we will tell you what charge will apply if you wish to continue to receive it. If all or part of a TV extra service you receive at no extra charge becomes a TV service you must pay for because it is replacing **channels** from your **option** that you pay for with equivalent content on the **Sky Q box** and the overall price of your TV services does not increase as a result we will give you 31 days' notice in writing and continue to provide the TV extra service to you and charge you for it unless you ask not to receive it.

- 12.5. We or any company in the Sky group of companies may encrypt or unencrypt any **channel** on the digital satellite platform.
- 12.6. Where any change we make results in an increase to the price of any of your **TV subscription services**, we will notify you in writing at least 31 days before the change takes effect unless we are required to make changes immediately for valid legal or regulatory reasons in which case we will try to give you as much notice as reasonably possible.

### 13. Changing this contract

- 13.1. We may change or add to the **conditions** for any of the following reasons:
- (a) We change, alter, improve or add to our **TV services**;
  - (b) We intend to change the way we structure our products and services;
  - (c) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience);
  - (d) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our digital satellite platform);
  - (e) We reorganise the way we structure or run our business;
  - (f) To introduce new charges where the cost of running our business increases;
  - (g) Valid legal or regulatory reasons; or
  - (h) To make our conditions clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same conditions.
- 13.2. We provide **TV services** on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to any of the conditions for reasons other than those set out in condition 13.1 above.
- 13.3. If you reasonably consider that you would be materially disadvantaged by a change or addition to the **conditions** you may end this contract under condition 14.4, even if you are within your **minimum term** for a **Sky Q subscription package** and you will not have to pay any **early termination charges**.
- 13.4. We will notify you in writing at least 31 days before any changes or additions to the **conditions** of this contract come into effect unless we are required to make changes or additions immediately for valid legal or regulatory reasons in which case we will try to give you as much reasonable notice as possible.

### 14. How long your subscriptions last

#### Your minimum term

- 14.1. You must subscribe to your **Sky Q subscription package** for at least the **minimum term** unless you are allowed to end the service earlier under condition 14.4. If you do not do this you will breach these **conditions**.
- 14.2. If you want to subscribe to a different **Sky Q subscription package** that includes an additional **TV subscription service** you must agree to a **new minimum term** for the additional TV subscription service and you may need to agree to a new Sky Q subscription package. If you agree to a new **minimum term** for the new Sky Q subscription package, it shall replace any minimum term for your existing Sky Q subscription package. All terms relating to minimum terms in this contract will apply in the same way to any new minimum term including **price protection** and **minimum service protections**.
- 14.3. This contract will continue after your **minimum term** until your **Sky channel subscription** is ended in accordance with this condition 14.

#### When you can end a TV service

- 14.4. You may end this contract or the affected **TV service(s)**, including during your **minimum term** (where applicable), immediately by giving us notice within 21 days of us telling you that we are going to:

- (a) Change these **conditions** under condition 13 and you reasonably consider that you would be materially disadvantaged by this;
- (b) Change the conditions of the 'The agreement for the loan of Sky Q boxes and the Sky Q hub' that relate to **loaned equipment** you use to receive the affected **TV subscription service(s)** and you reasonably consider that you would be materially disadvantaged by this;
- (c) Withdraw any:
  - (i) **Sky premium channel** you are currently receiving so that you would be left with no standard definition or high definition variant of the **channel** or collection of channels (as applicable) or are unable to receive the content as part of your chosen **option**; or
  - (ii) **Stand-alone premium channel** you are currently receiving; or
  - (iii) **monthly add-on** you are currently receiving, (this does not apply if we withdraw any **TV extra service** that is provided along with a monthly add-on) unless you can still access the channels or category of **on demand content** you received as part of that monthly add-on as part of your option;
- (d) Reduce:
  - (i) The overall level of service of your chosen **basic pack**; or
  - (ii) The number of channels within your chosen monthly add-on.
  - (iii) The level of service of your **PVR functionality, Sky Q Multiscreen** or **additional TV viewing**

and in each case you reasonably consider that you would be materially disadvantaged by the reduction compared with the number of channels or level of service (as applicable) on the first day of the later of your minimum term or **new minimum term** (where applicable);

- (e) Introduce a charge under condition 8.1, 8.2 or 8.10; or
- (f) We exercise our rights under condition 10.2 (other than where we are restricting any copying that would breach these conditions) and you reasonably consider that you would be materially disadvantaged by this.

If we don't tell you about these changes in advance (which would only be the case if we are not required to give notice of the change under another condition) the 21 day period above begins on the day of your first bill following the change. At busy times it may take us up to 48 hours to act on your notice.

- 14.5. You may also end this contract or a **TV service** at any time (including during the **minimum term**), by giving us notice if we break any **condition** of this contract.
- 14.6. In addition to your rights above, you may end a **TV subscription service** by giving us 31 days' notice to expire no earlier than when the **minimum term** for that TV subscription service has ended.

### When we can restrict or end your TV services

- 14.7. We may take immediate action to restrict or end the provision of all or part of any of your **Sky Q subscription package** or other **TV services** without notice if:
  - (a) We reasonably believe that your **Sky equipment** or a TV Service has been used in a way which is not allowed under this contract (although for minor breaches we will first give you an opportunity to put things right which you will need to do within 7 days);
  - (b) You do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of Sky's digital satellite platform;
  - (c) You have provided unauthorised payment or other details or we have reasonable grounds to suspect fraud, attempted fraud or any other unauthorised activity;
  - (d) You or anyone you authorise to deal with your account acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending your TV

services;

- (e) You have missed any payments that you owe to us for your TV Services or any other service you receive from Sky, normally by at least 7 days; or
- (f) You break any of the **conditions** of this contract or **'The agreement for the loan of Sky Q boxes and the Sky Q hub'**, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (for example if you break conditions 5.4, 6.3 or 10 of this contract) we will normally exercise this right immediately.

- 14.8. We may also suspend, restrict or end the provision of any of your **TV services** without notice if we are required to by law or to comply with an order, instruction or request of any government body, emergency service organisation or other competent authority.
- 14.9. We will try to notify you in writing if your **TV services** will end or have ended under conditions 14.7 or 14.8, though this may be after they have ended. If we restrict your TV services we will tell you what needs to be done before we can remove the restriction.
- 14.10. Except where conditions 14.7 or 14.8 apply, we will not end any of your **TV subscription services, additional TV viewing or PVR functionality** during the **minimum term** if we continue to generally make the relevant service available. We may end this contract and/or any of your **TV services** at any other time by giving you 31 days' notice in writing.
- 14.11. Occasionally we may have to restrict and/or modify your **TV services** for short periods of time and without notice to carry out maintenance, technical repair, enhancement or emergency work. If we do so, we will restore your TV services as quickly as we can.

### Consequences of TV services ending

14.12. If your **Sky channel subscription** ends:

- (a) Your **Sky Q Multiscreen subscription** and **Sky channel extra subscription(s)** will automatically end; and
- (b) Unless we offer and you choose to pay the then current price for **PVR functionality** applicable to non-Sky TV subscribers, your PVR functionality will cease to function

14.13. If your **Sky Q Multiscreen subscription** ends:

- (a) **Additional TV viewing** will automatically end; and
- (b) Unless we agree to allow it to continue, your **Sky channel extra subscription(s)** will automatically end.

14.14. Other than as expressly set out in this contract, we will not refund any payments made under this contract if we end this contract because you have broken any of the **conditions**.

14.15. Condition 5 will continue to apply until you return all **viewing cards** you have been given to **Sky**.

### Early termination charges

14.16. If we end all or part of your **Sky Q subscription package** under **condition** 14.7 during the **minimum term** or **new minimum term** you will have to pay us **early termination charges** for the TV subscription services that end and for any **TV subscription services** which automatically end during the **minimum term** as a result. The early termination charge shall not be any more than the payments you would have made for the relevant TV subscription services for the remainder of your minimum term, (assuming you would have continued to subscribe to the same TV subscription service) less any costs we save, including the cost of no longer providing you with the service and the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your option and /or removing any part of your TV subscription services you pay extra for (where permitted) such as Stand-alone channels in accordance with these conditions provided such change takes effect before the contract ends. Unless you tell us otherwise, we may charge your early termination charge directly to any of the credit or debit cards which you have provided us with details of, e.g. when you paid any one-off or upfront charges, and by accepting the terms of this contract, you authorise us to do so. We will give you reasonable notice before making the charge. For more information about these charges go to [sky.com/earlytermination](http://sky.com/earlytermination).

## 15. Moving home and service visits

- 15.1. You must tell us immediately of any changes to the **address** you have provided to us.
- 15.2. Condition 3 applies in respect of any installation services provided by us or our agents if you move home or request an engineer visit from us.
- 15.3. These **conditions** will continue if you move home to another address in the Republic of Ireland.

## 16. Notices and keeping you updated

- 16.1. We will keep you updated about your **TV services** by email (which you should check regularly) if you have provided us with an email address, and otherwise by letter to your **address**. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.
- 16.2. All contact and account details you provide us must be accurate and kept up to date.
- 16.3. Where we are required under this contract to give you notice in writing, we will give you this notice by:
  - (a) Letter, email or SMS; or
  - (b) Where appropriate and available, via a message in the **message centre** or elsewhere in the area within our online customer account on sky.com, such as **My Sky** (we'll alert you by email or SMS if a notice has been added) or on your monthly bill or via a notification sent to a **compatible device** you are using to receive TV services.

A written notice may refer you to other widely available (non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on sky.com or on the Sky information channel the **Sky Q box** tunes to when it is turned on.

- 16.4. If a notice given in writing is sent with any other document the notice will be clearly marked and, if sent by post, on a separate sheet of paper.
- 16.5. Any notice you give us to end this contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone (**0818 719 819**). Notice given by this means will be processed immediately. You can also write to us (**Sky Ireland Limited c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us via **My Sky**. If notice is given by these means we may need to verify account information before the notice is effective (and once verified the notice will be effective from the date of the original notice). We will acknowledge written notices by return letter or email and will contact you separately if we need to verify any account information. More information on how to cancel can be found at [help.sky.com/articles/remove-a-package-or-cancel-your-subscription](http://help.sky.com/articles/remove-a-package-or-cancel-your-subscription).
- 16.6. Where you are required to give us a specific period of notice we may agree to a longer period of notice from you but we can refuse this where reasonable to do so (for example where a longer period would be complicated to administer).

## 17. Liability

- 17.1. None of **Sky** or its agents will be liable under these **conditions** for:
  - (a) Any fault in your **viewing card** caused by you tampering with it, your negligence or your failure to follow our instructions, or these conditions;
  - (b) Use of a viewing card with any decoding apparatus we do not authorise;
  - (c) The act of ending this contract in accordance with condition 14;
  - (d) Any delay or failure by us to provide a **TV service** (or any part of it) caused by events outside Sky's reasonable control. Matters outside our or their reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, and government action;
  - (e) Any delay or failure by us to provide any feature of your **Sky Q Multiscreen subscription** or a **TV extra**



**service** caused by a change made by a compatible device manufacturer or provider of a **compatible device** operating system that is outside Sky's reasonable control;

- (f) Any damage to separate devices or content that belong to you where such damage would not have been caused if you had followed our reasonable instructions;
- (g) Any loss or damage caused by them or any of their respective officers, employees or agents in circumstances where:
  - (i) There is no breach of a contractual obligation or legal duty of care owed to you by them (as the case may be) or by any of their respective employees or agents; or
  - (ii) Such loss or damage was not contemplated by both you and us at the time we entered into this contract;
- (h) Any loss or damage caused by them or any of their respective employees or agents to the extent that such loss or damage results from any breach by you of these conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach is the most significant cause of the loss or damage.

17.2. This condition 17 shall not affect any liability we may have to you for death or personal injury as a result of **Sky's** negligence, or for their fraud or fraudulent misrepresentation.

17.3. We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you for supplying goods or digital content (such as a **TV service**) that are not of satisfactory quality or fit for purpose, supplying goods or digital content that do not match their description, incorrect installation, or performing any service without reasonable care and skill. This condition 17 shall not affect any such liability that we have to you. If you require any advice on your legal right you can refer to [www.consumerhelp.ie](http://www.consumerhelp.ie).

## 18. General legal terms

18.1. This contract is governed by Irish law. Any disputes can be dealt with by any court in Ireland that can lawfully deal with the case.

18.2. If we don't exercise a right we have under this contract, it does not mean that we have waived this right.

18.3. Sky can transfer their rights and/or obligations under this contract to any member of the Sky group of companies or any other company, firm or person either as a variation to this contract or as a new contract provided in either case this does not affect your rights under this contract in a negative way. Where a new contract will be entered into this will become effective 31 days after we notify you in writing of the transfer.

18.4. This contract is personal to you. You may not transfer your rights or obligations under this contract to anyone else unless we agree otherwise, and no third party is entitled to benefit under this contract except pursuant to condition 18.3.

## Your contract for paper billing

These are the terms and conditions that you must keep to if you want to receive paper bills from Sky.

This contract is with Sky Ireland Limited (**Sky**).

1. If you want us to send you a paper bill to your **address** or an alternative address agreed between us you must request this from us and a **paper bill charge** applies which we will tell you about in advance and will be added to each bill.
2. A **paper bill charge** will not be added to interim bills or bill reminder notices or if we have agreed to send you a bill in an alternative format for accessibility reasons, e.g. braille or large print bills.
3. You can stop receiving paper bills by contacting us using the details set out in '[How to get in touch with Sky](#)' at the front of this booklet or via our online customer account on [sky.com](http://sky.com), such as **My Sky**. Your next bill will include the **paper bill charge** unless you tell us you want to stop receiving paper bills no later than the day before the day your bill is produced (the day this happens each month is stated on your bill and is normally 14 days before payment is due).

4. We may end this contract at any time by giving you 31 days' notice in writing.
5. We may
  - (a) increase the **paper bill charge** at any time by giving you notice in writing at least 31 days before the first bill listing the increased charge is produced;
  - (b) change or add to these **conditions** at any time and we will notify you in writing at least 31 days before the changes come into effect unless we need to make changes immediately for valid legal or regulatory reasons in which case we will try to give you as much notice as reasonably possible

The reasons why we may need to do this are the same as those listed in conditions 11.5-11.6 and 13.1-13.2 of 'Your contract for Republic of Ireland residential TV services'.

6. Where we are required to notify you under these **conditions** we can do so using any of the methods permitted under any other contract you have with **Sky** under which payments are added to your bill.
7. Condition 18 (General legal terms) of 'Your contract for Republic of Ireland residential TV services' shall apply to this contract to the extent that it is not inconsistent with these conditions.

## Your contract for Sky Store and Sky Box Office

These are the terms and conditions that you must keep to if you want to purchase **events** offered by Sky on a pay-per-view basis from "Sky Box Office" (SBO) or rent or purchase **content** from the Sky Store.

This contract is with Sky Ireland Limited (**Sky**).

### 1. Renting from Sky Store and events from Sky Box Office

#### Rental content and pay-per-view events

- 1.1. To rent any **content** or purchase any **event** you must have **PVR functionality**. Subject to these **conditions** we will supply to you any content or event that you order and you are permitted to receive via the **Sky Q box**.
- 1.2. If you purchase any **event** then you will be charged in full for that event even if you don't tune into it for any length of time unless you cancel your purchase before the **start time** of the event. If you ordered the event using your remote control you can cancel your purchase by removing the scheduled recording on your box. If you ordered the event by telephone you will need to cancel by phone by calling the same number you used to make your purchase. No recordings or reminders will be set on the **Sky Q box** when you purchase an event by telephone so please keep note of what you have purchased.
- 1.3. If you rent **content** and you watch it for any length of time (however short), you will be charged in full for that content. If you do not watch the content at all then you will not be charged for it.
- 1.4. We can cancel or withdraw any **content** or **event** at any time. If we do we will try to advertise the cancellation or withdrawal on your television screen and you will not be liable to pay for it. If an event is made up of a number of events (e.g. a number of football matches), we can change the event pack. We may change the time at which any event is shown, and if so we will advertise the changed time on your television screen.
- 1.5. There are time limits on how long you can retain (e.g. on the **Sky Q box**) and view any **content** or **event**. Details of these time limits are provided to you at the time of purchase or will be displayed on screen. Stopping, pausing or re-starting will not extend the time limits for retaining and viewing. Once the relevant time limits have expired, the **content** or **event** will be automatically deleted.

### 2. Buy & Keep from Sky Store

#### DVD and Blu-Ray supply and delivery

- 2.1. Where you have made a purchase which includes a DVD or Blu-ray copy prices quoted include DVD postage, packaging & handling unless stated otherwise.
- 2.2. When you purchase **content** on the **Sky Q box** which comes with a DVD or Blu-ray copy, unless stated otherwise, we will send a DVD version of the content to your **address** (or an alternative address specified by you where we

allow this). The DVD or Blu-ray version may differ in some respects from the version of the content downloaded to the Sky Q box (for example, the cut, picture quality, certification and extras available).

- 2.3. Delivery estimates are not guaranteed delivery times and should not be relied on as such.
- 2.4. In some cases the DVD or Blu-ray version of the **content** will not be available for distribution at the time of your purchase. In such cases we will send the DVD or Blu-ray when it becomes available for distribution which may be a number of days or weeks after purchase.

### Buy & Keep content on the Sky Q box

- 2.5. To purchase and play back any **content** on the **Sky Q box** you must have **PVR functionality**. Subject to these **conditions** we will supply to you content that you order and you are permitted to receive via the Sky Q box.
- 2.6. **PVR functionality** is provided under 'Your contract for Republic of Ireland residential TV services'. Under that contract you receive PVR functionality on the **Sky Q box** for an initial 12 months. Whilst the functionality will continue after that 12 month period we may introduce a charge for it. If your **Sky channel subscription** ends then your PVR functionality will end at the same time unless we offer and you choose to pay the then current price for **PVR functionality** applicable to non-Sky TV subscribers.
- 2.7. You cannot cancel your purchase of any digital content after the point the download is scheduled on the **Sky Q box**. For information about your right to cancel your DVD or Blu-ray purchase please refer to 'Your rights to cancel your order'.
- 2.8. You need **PVR functionality** to view content downloaded to the **Sky Q box**.
- 2.9. Unless we agree otherwise, content on the **Sky Q box** cannot be transferred to another Sky Q box or to another Sky account. You are responsible for any loss or destruction of or damage to content on the Sky Q box.
- 2.10. Provided you continue to have **PVR functionality** enabled, if you delete **content** from the **Sky Q box** or you replace the Sky Q box with another compatible Sky Q box (that uses the same or a replacement **viewing card**) you may be able to restore content you have previously purchased. The process for restoring content is explained in the help section on the Sky Q box and/or on **My Sky**. Unless agreed otherwise, you will not be charged for restoring content.
- 2.11. To receive or restore **content** the **Sky Q box** must be connected to broadband and have sufficient unused personal storage capacity to store the content file. Content downloaded to the Sky Q box will count towards any broadband usage limits that apply to your broadband service. You are responsible for any charges associated with exceeding those limits.
- 2.12. The ability to restore **content** may not be offered indefinitely. For example, we will be unable to offer a restore option if we no longer have the rights to do so from the relevant rightsholder(s). Please have this in mind when deciding whether to archive or remove content from the **Sky Q box**. If we no longer offer a restore option we will use reasonable efforts to make this information available on screen, via sky.com/store or by other means.
- 2.13. We can withdraw **content** from Sky Store at any time. This will not affect your ability to play back and restore content purchased previously (where available), in accordance with these **conditions**.

### Further information

- 2.14. Pre-Ordered Content. In some cases you can pre-order **content** before its official digital release date ("release date"). We may not know the **release date** at the time you pre-order, but we will notify you confirming the release date once it is confirmed. If we accept your pre-order the content will automatically download to the **Sky Q box** on the release date and the charge will be added to your account then. You cannot cancel your purchase from the release date. If you cancel before the release date you will not be charged for the pre-order and will not receive the content.
- 2.15. Nothing in these **conditions** authorises you to download or view **content** other than via the **Sky Q box**. If we authorise downloading or viewing content on other devices separate terms and conditions will apply which we shall make known to you, for example on www.skystore.com or via a Sky Store software application you are using on another device.

## 3. General conditions

### Payments

- 3.1. The Sky account associated with the **Sky Q box** will be charged in full for the price of the **content** or **event** when the order is confirmed (e.g. by entering the PIN).

- 3.2. We will tell you in advance the amount you must pay us for any **content** or **event**. We will calculate each month and tell you what payments you owe us for content and events you have ordered. Payments will be payable by you in the same way as you have chosen to make payments under 'Your contract for Republic of Ireland residential TV services' and you will allow us to charge payments under the Direct Debit/credit card instruction that you have given to us.
- 3.3. We may from time to time assess your credit standing using credit scoring, and may use information from, and supply information to, outside agencies for this. We will apply reasonable practices for administering your account based on the result of that scoring including placing a limit on the number of orders you can make.
- 3.4. All prices include VAT (or equivalent) where applicable.

### Viewing card

- 3.5. Your **viewing card** will be enabled for **content** and **events** for which we have accepted your order, unless you cancel under condition 1.2 above or conditions 5.7 or 14.7 of 'Your contract for Republic of Ireland residential TV services' apply.
- 3.6. To play back or restore **content** the **viewing card** must be kept in the **Sky Q box**.
- 3.7. All of your obligations relating to the **viewing card** set out in 'Your contract for Republic of Ireland residential TV services' apply in respect of use of the viewing card to receive and view any **content** or **event**.

### Liability, copying and copyright

- 3.8. We will not be liable under this contract for any delay or failure by us to provide the **content** or **event** (or any part of them) or a DVD or Blu-ray copy for reasons outside our reasonable control (including, without limitation, any fault with a broadband service provided by a third party) or because of anything for which we have excluded liability under condition 17 of 'Your contract for Republic of Ireland residential Sky TV services'.
- 3.9. You must not do (or allow to be done) any of the following:
  - (a) Copy, redistribute or relay any **content** or **event**;
  - (b) Sell or make any charge for watching an event or any content on the **Sky Q box**;
  - (c) Show any content or event to the public, even if no charge is made.
- 3.10. We may prevent the copying (for example by video) of any **content** or **event**. This may be by including signals in the broadcast of an event which prevent copying of that event. We may also disable or alter remotely certain functions of the **Sky Q box** or a Sky software application on your **compatible device** to prevent you from copying any content or event and we may prevent you receiving, playing back or restoring (where applicable) content or events if you make use of any additional decoding equipment (not supplied by Sky) that allows copying of content or events.

### Changing these conditions and termination

- 3.11. We may not change or add to these **conditions** for any **content** or **event** after you have ordered it. If we wish to change or add to the conditions for future content or events, we will tell you, for example by publishing new conditions on screen or in the **message centre** or by a separate notice.
- 3.12. We may refuse your order for any content or event in our reasonable discretion. We may also (after we have accepted it) terminate this contract if at any time:
  - (a) You have not made any payment which is due to us;
  - (b) You have broken any of these conditions in relation to any content or event;
  - (c) You have broken any of the conditions of 'Your contract for Republic of Ireland residential TV services'.

### Miscellaneous

- 3.13. If you purchase any **event** by calling us by telephone a reasonable administration charge may apply. We will tell you what this charge is during your telephone call. If you decide not to proceed with the purchase you will not have to pay the charge.
- 3.14. Conditions 16 (Notices and keeping you updated), 17 (Liability) and 18 (General legal terms) of 'Your contract for Republic of Ireland residential TV services' shall apply to this contract to the extent that they are not inconsistent with these **conditions**. These terms do not apply to commercial subscribers. Certain **content** or **events** may

only be available to certain categories of subscriber (for example, subscribers to a certain **Sky Q subscription package** or with a specific **option**) or only to subscribers in certain areas. We will make this clear when the relevant content or event is offered.

### Adult Nightly

Subscribers who wish to purchase programming offered by Sky on a pay-per-night basis on "Adult Nightly" services do so on these Adult Nightly terms and conditions. These Adult Nightly terms and conditions shall be the same as those for "Sky Box Office" except that:

1. All references to Sky Box Office shall be read as references to the relevant Adult Nightly service;
2. All references to **events** shall be read as references to "**programming nights**", being each television programme or event offered by Sky on the relevant Adult Nightly service on a pay-per-night basis; and
3. The programming for any **programming night** may change from that advertised.

## Terms with a special meaning in this booklet

<b>Add-on</b>	A Sky premium rolling pack, Sky Premium Contract pack or monthly add-on
<b>Additional TV viewing</b>	Reception of <b>channels</b> in your <b>Sky channel subscription</b> (excluding any channels, programmes and <b>on demand content</b> in ultra high definition) on an additional <b>Sky Q box</b> connected to your main Sky Q box at your <b>address</b> , enabling viewing on an extra TV screen, as explained in condition 8.6 of ' <a href="#">Your contract for Republic of Ireland residential TV services</a> '
<b>Address</b>	The residential property where you live in the Republic of Ireland and to which we agree to provide the <b>TV services</b>
<b>Basic pack</b>	Any pack of basic <b>channels</b> we offer from time to time. No basic pack will include any <b>add-on, stand-alone premium channel, bonus channel</b> or <b>TV extra service</b> that we offer
<b>Bonus channel</b>	<b>Channels</b> that we choose to supply with your <b>option</b> which you do not have to pay extra for
<b>Channels</b>	The linear channels we broadcast (in SD or HD) and may include in any basic pack, add-on <b>option</b> or <b>stand-alone premium channel</b> we may offer. The linear channels we broadcast do not include on demand content
<b>Compatible device</b>	A compatible consumer electronics device - that is not a <b>Sky Q box</b>
<b>Condition(s)</b>	The terms and conditions set out in the relevant contract or agreement
<b>Content</b>	Each movie, programme or series offered to you by Sky on a rental and/or 'Buy & Keep' basis within the service known as "Sky Store" on the <b>Sky Q box</b>
<b>Device content</b>	<b>Channels, recordings and on demand content</b> we make available to be streamed or transferred on a temporary basis from a <b>Sky Q box</b> to a <b>compatible device</b>
<b>Early termination charge</b>	A charge you may have to pay if we end all or part of your <b>Sky Q subscription package</b> during the <b>minimum term</b> or <b>new minimum term</b> in accordance with these <b>conditions</b> . Refer to condition 14.16 of ' <a href="#">Your contract for Republic of Ireland residential TV services</a> ' for details of these charges
<b>Event</b>	Each television programme or event offered to you by <b>Sky</b> on a pay-per-view or rental basis within the service known as "Sky Box Office" on the <b>Sky Q box</b>
<b>HD pack</b>	An <b>option</b> which, if you have the standard definition channel in your <b>Basic pack</b> , will allow you to receive the high definition version of that channel if available in the <b>HD Pack</b> and to access box sets
<b>Loaned equipment</b>	<b>Sky Q boxes</b> , the Sky Q hub and any other equipment we designate as owned by <b>Sky</b> or another company in the Sky group of companies
<b>Message centre</b>	The area within <b>My Sky</b> where we will post account information. The message centre may also be available on the <b>Sky Q box</b> (when connected to broadband) or on a <b>compatible device</b> if you have installed the relevant Sky software application

<b>Minimum service protections</b>	The protections explained in condition 12.1 of ‘ <a href="#">Your contract for Republic of Ireland residential TV services</a> ’
<b>Monthly add-on</b>	A channel, collection of channels or access to on demand content purchased or received on a monthly rolling basis (excluding any Sky premium rolling pack on Sky premium contract pack)
<b>Minimum term</b>	The period agreed between us (usually 12 or 18 months) starting on the date we enable the <b>Sky Q box(es)</b> to receive your <b>Sky Q subscription package</b>
<b>My Sky</b>	The customer account area of sky.com or such other website we notify to you (sign-in required to access)
<b>New minimum term</b>	The additional period (usually 12 or 18 months) starting on the date we enable the <b>Sky Q box(es)</b> to receive any new <b>Sky Q subscription package</b>
<b>Non-return charge</b>	The charge explained in condition 5 of ‘ <a href="#">The agreement for the loan of Sky Q boxes and the Sky Q hub</a> ’
<b>On demand content</b>	Non-broadcast content you can choose to watch when you want
<b>Option</b>	Any of the channel package and add-on options we offer, but not including any <b>stand-alone premium channel</b>
<b>Paper bill charge</b>	The charge that applies if you choose to receive paper bills
<b>Price protection</b>	The limits on the timing, frequency and amount of any price increase for a <b>TV subscription service</b> during your <b>minimum term</b> , as explained in condition 11.7 of ‘ <a href="#">Your contract for Republic of Ireland residential TV services</a> ’
<b>PVR functionality</b>	The enablement and provision of recording and associated storage and playback functionality to a <b>Sky Q box</b>
<b>Sky, we or us</b>	Sky Ireland Limited, company number 547787, whose registered office is at Fifth Floor, One Burlington Plaza, Burlington Road, Dublin 4
<b>Sky channel extra subscription</b>	Reception of <b>channels</b> in your <b>Sky channel subscription</b> on an additional <b>Sky Q box</b> connected directly to the <b>Sky dish</b> at your <b>address</b>
<b>Sky channel subscription</b>	The <b>option</b> together with any <b>stand-alone premium channel</b> chosen by you
<b>Sky dish</b>	Digital satellite receiving dish and cables supplied by <b>Sky</b> excluding any <b>Sky Q box</b> or <b>viewing card</b>
<b>Sky equipment</b>	The <b>Sky dish</b> and <b>Sky Q box</b>
<b>Sky premium channel</b>	A <b>channel</b> such as Sky Sports Premier League or Sky Sports Golf or a collection of channels (that may not be available individually) such as Sky Cinema Pack as Sky transmits from time to time and/or any other channel we may tell you is a Sky premium channel (but this does not include any <b>stand-alone premium channel</b> ). Sky premium channels are available as part of some <b>options</b>
<b>Sky Q box</b>	An authorised Sky Q branded digital satellite receiver and any remote control supplied with it, but excludes the <b>viewing card</b> and <b>Sky dish</b> . This includes the higher specification Sky Q 2TB box and the Sky Q Mini box that receives content via another Sky Q box and not directly from the Sky dish
<b>Sky Q subscription package</b>	The <b>TV subscription service(s)</b> you choose to receive from time to time
<b>Sky Q Multiscreen subscription</b>	The enablement of in-house streaming on and transferring recordings to <b>compatible devices</b> , <b>additional TV viewing</b> and viewing of selected programmes and <b>on demand content</b> in ultra HD
<b>Standard installation</b>	A normal installation as explained in condition 3.7 of ‘ <a href="#">Your contract for Republic of Ireland residential TV services</a> ’
<b>Stand-alone premium channel</b>	A <b>channel</b> (or a collection of channels) as Sky transmits from time to time which you may choose to include, for an additional charge, as part of your <b>Sky channel subscription</b>
<b>Start time</b>	The start time for an <b>event</b> shown on screen

<b>TV extra services</b>	Any additional television, application or other service which we may choose to supply as part of your <b>TV services</b> , subject to your eligibility and you having the required equipment. This includes (as examples) the following features: On Demand (other than on demand content provided as part of your option), apps, Netflix and other third party streaming services on the <b>Sky Q box</b> programme recommendations and red button services on <b>channels</b>
<b>TV services</b>	Each <b>TV subscription service</b> , <b>PVR functionality</b> and <b>additional TV viewing</b> (in each case together with any <b>TV extra services</b> we choose to provide). Each is a separate TV service
<b>TV subscription service</b>	The <b>Sky channel subscription</b> , the <b>Sky Q Multiscreen subscription</b> and the <b>Sky channel extra subscription</b> are each a separate TV subscription service, together with any new subscription service we introduce and designate as a TV subscription service from time to time
<b>Viewing card</b>	The card which allows you to receive encrypted digital satellite services when used with a <b>Sky Q box</b>

## Your rights to cancel your order

### Notice of your statutory right to cancel in your cooling off period

**Please note:**

Please refer to your ‘[Your contract for Republic of Ireland residential TV services](#)’ for information about when and how you can end your **TV services** once your cooling off period has ended.

**Cancellation period:** You have the right to cancel your order for **TV services**, a **Sky dish**, a **Sky Q box** or other products (e.g. extra remote controls) or any DVD or Blu-ray purchased with any **content** via Sky Store (where you had the option to purchase a digital only version of the **content**) without giving any reason any time up to 14 days (“**cooling off period**”) from the later of: (i) delivery; (ii) installation; or (iii) confirmation in writing of the relevant terms and conditions for that product (which includes making the terms and conditions available to you in **My Sky**).

**Please note:**

- The right above does not apply in the case of a **TV service** if you asked for it to be made available during the cooling off period and Sky asked you to acknowledge that you would lose the right to cancel at that point and you did so.
- For Sky Box Office **events** ordered by phone or online via sky.com you cannot cancel your order once your **event** starts.
- For Sky Box Office **events** and Sky Store **content** rentals ordered using your Sky remote control you cannot cancel your order once you have started watching the event or content rental.
- For Sky Store Buy & Keep you cannot cancel your purchase of digital content after the point the **content** download is scheduled on the **Sky Q box**. Sky cannot accept DVD or Blu-ray returns if they have been unsealed after delivery.
- If you have only ordered **TV services** from us you can cancel your order for them at any time before the **viewing card** is used to receive the relevant TV service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

**How to cancel:** Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

1. Calling 0818 719 819 (except to cancel Sky Box Office **events** ordered by phone where you should use the number you used to place your order);
2. Writing to Sky Ireland Limited c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
3. Visiting the “Contact Us” section at sky.com and completing the online cancellation form.

You must give your name, customer account number, address, post code, telephone number and e-mail address to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail.

**Effects of cancellation:** If you cancel an order during your **cooling off period** we will refund to you all payments received from you in connection with the order, including the costs of delivery of any equipment you ordered e.g. **Sky Q box**, remote control or other accessories ("**equipment**"), but if you requested a product or service to begin during the cooling off period, you must pay us an amount which is proportionate to what was provided up to the point you cancelled your order, including for any **TV services** provided or for any Sky Store and/or Sky Box Office purchases. You will not receive a refund of any one-off fees for services already performed if you cancel an order after the service has been fully performed. If you cancel an order for **equipment** we will automatically cancel any related TV service unless you tell us otherwise. Cancellation of orders for other products will not affect your **Sky channel subscription**. If you cancel your order for a new **Sky Q subscription package** we will put you back to your previous Sky Q subscription package where possible.

**Return of Equipment:** If you cancel an order you are responsible for returning the **equipment** provided as part of that order without undue delay using the returns method provided with the equipment or otherwise made available to you. Alternatively, you must hand them over to Sky engineer if we request that you do so. You are responsible for the costs of returning the equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

**Return of sealed DVDs or Blu-rays:** If you cancel your Sky Store DVD or Blu-ray order, you are responsible for returning the sealed DVD or Blu-ray using the returns method specified by Sky. You are also responsible for the costs of return and Sky may charge you for direct return costs or offset any return costs against any money that it owes to you.

**Discounts:** If you have received any discount on **TV services** and/or set-up services, and during your **cooling off period** you cancel any conditional order (e.g. for a particular **option** or for Sky Talk and/or Broadband) but wish to keep your TV services, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the TV services and/or set-up services.

**Refunds:** We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the **equipment**, DVD or Blu-ray back from you or receive evidence from you that the equipment, DVD or Blu-ray has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.consumerhelp.ie](http://www.consumerhelp.ie).

## Your Sky Q package

Below are the **basic packs** currently available to you.

You can add additional channels or content by taking Sky HD, Sky Box Sets or Ultimate On Demand and/or Sky Kids. All channels and content included in the basic pack, Sky Box Sets and Sky Kids are available in standard definition format (SD). To receive the channels or content in high definition format (HD), you must receive the channel or content in SD and take Sky HD.

Please note: If you are an existing Sky TV customer moving to Sky Q, your existing basic pack (for example, Original or Variety) and price will stay the same, unless agreed otherwise.



BONUS PACK	ENTERTAINMENT PACK			
These channels are included with the Entertainment Pack	Alibi* Animal Planet* At The Races B4U Movies B4U Music Boomerang* Comedy Central* Comedy Central Extra* Crime & Investigation Network* Dave* Discovery Channel* Discovery History* Discovery Home & Health* Discovery Science* Discovery Shed Discovery Turbo DMAX*	Eden* E! Eurosport Eurosport 2 FOX* GOLD* Good Food* Home* H2 History* Investigation Discovery (HD) Lifetime Movies 24 Movies 24+ MTV* MTV Base MTV Classic MTV Dance MTV Hits	MTV Music MTV Rocks National Geographic* Nat Geo Wild QUEST* Real Lives* Sony ETV Sony Max Sony Mix Sony Sab &TV Sky One Sky Two Sky Arts Sky Atlantic* Sky Witness Sky Sports Mix Sky Sports News HD STAR Jalsha STAR Gold	STAR Life OK STAR Plus Syfy* TCM TLC* Universal* VH1 Virgin Media Two W Zee TV Zee Cinema Zee Punjabi Zing
RTÉ One RTÉ 2 RTÉ 2 HD RTÉ Junior TG4 BBC One† BBC Two† BBC Two HD† BBC One HD† BBC Four† CBBC Channel† Cbeebies† Channel 4* E4* More 4 Oireachtas TV RTÉ News RTÉ One HD Virgin Media One Virgin Media Three				

SKY BOX SETS	SKY KIDS	SKY HD	
Discover a huge range of on demand box sets, from latest shows to the classics as well as our exclusive shows from Sky channels that you can't find anywhere else.	Cartoon Network* Boomerang Nickelodeon* Nicktoons Disney XD* Disney Channel* Disney Junior* Nick Jr.* Cartoonito Nick Jr. Too BabyTV	Alibi HD Comedy Central HD Dave HD E4 HD E! HD FOX HD Film 4 HD Good Food HD More4 HD MTV HD Sky One HD Sky Arts HD Sky Atlantic HD Sky Witness HD Sky News HD Sky Box Office HD1 (charges apply) Sky Sports Box Office HD (charges apply) STAR Plus HD Syfy HD TLC HD Universal HD Watch HD	Sky Sports Mix HD Animal Planet HD Boomerang HD Cartoon Network HD Crime & Investigation Network HD Discovery HD Disney Channel HD Disney XD HD Disney Junior HD Eden HD Eurosport HD Eurosport 2 HD History HD Lifetime HD MTV Live HD National Geographic HD Nat Geo Wild HD Nickelodeon HD Sky Sports News HD Sony ETV HD Sony MAX HD & TV HD TMC HD

If you choose the Ultimate On Demand pack you will receive Sky Box Sets (including in HD) as a **monthly add-on** as well as having access to Netflix as a **TV extra service** on your **Sky Q box**.

Non-Subscription HD Channels - NHK World HD is available without any subscription.

\*Programmes shown on these channels are repeated 25 mins - 2 hours later on their + channel(s) (not listed).

†Available without a subscription.

Even if you don't subscribe to Sky digital, you'll be able to enjoy more than 200 non-subscription TV and radio channels on digital satellite including Sky News, Challenge, PICK TV, Film4, Bliss, Scuzz, CNN International, Bloomberg and The Community Channel. The radio channels include: Absolute • Gold • XFM • Classic FM • Planet Rock • Heart • talkSPORT • RTÉ Radio 1 • 2 FM • Lyric FM • Radio na Gaeltachta. These channels are not offered by Sky and their availability is outside Sky's control. Sky will not be liable if they or their content is withdrawn or changed. Your box may need manual tuning to receive some free channels.

### You may have selected some or all of the Sky Premium channels below:

Premiums		
Sports Pack	Sports Extra Pack	Cinema Pack
Sky Sports Premier League, Sky Sports Football, Sky Sports Cricket, Sky Sports Golf, Sky Sports F1, Sky Sports Action & Arena	BT Sport 1, BT Sport 2 BT Sport 3, BT Sport ESPN Premier 1 Premier 2	Sky Cinema Action & Adventure Sky Cinema Comedy Sky Cinema Crime & Thriller Sky Cinema Drama & Romance Sky Cinema Greats Sky Cinema Family Sky Cinema Sci-Fi & Horror Sky Cinema Select Sky Cinema Showcase
If you choose the Sky Sports Complete Pack you get all of the sports channels listed above, plus you get the Sky Sports Main Event channel as an additional channel at no extra cost.	If you choose the Sports Extra pack you get all of the sports channels listed above. The BT Sport channels are available in both HD and SD. Premier 1 and Premier 2 are only available in HD - requires HD compatible box.	With the Sky Cinema Pack you get Sky Premiere & +1 as premium <b>bonus channels</b> and Sky Cinema Disney as an additional channel at no extra cost.  All Sky Cinema channels are also available in HD except Sky Premiere +1.

Here's what you pay each month for your option: ("TV Packs" in the tables below are Sky Box Sets, Sky Kids and Sky HD). Please note that if you choose Ultimate On Demand (instead of Sky Box Sets) the price you pay is €8 more a month than the prices in the table below:

	Basic Pack only	Sky Sports (€40 extra)	Sky Cinema (€29 extra)	Sky Sports & Sky Cinema (€49 extra)	Sports Extra (€34 extra)	Sky Sports & Sports Extra (€60 extra)	Sky Sports & Sky Cinema & Sports Extra (€69 extra)
Sky Entertainment*	€32	€72	€61	€81	€66	€92	€101
Sky Entertainment* + 1TV Pack	€40	€80	€69	€89	€74	€100	€109
Sky Entertainment* + 2 TV Packs	€48	€88	€77	€97	€82	€108	€117
Sky Entertainment* + 3 TV Packs	€56	€96	€85	€105	€90	€116	€125

\*Sky Entertainment costs €5 extra (€37pm) as standard if you do not agree to a minimum term discount or when your minimum term ends.

Plus, here are the stand-alone premium channels you can add on top of your chosen option (all prices shown are per month):

### STAND-ALONE PREMIUM CHANNELS

MUTV	LFCTV
The official television channel of Manchester United.	Liverpool Football Club's official television channel bringing you all the news, views, action and reaction from Anfield, Melwood and the club's Academy.
€9	€9

Plus, it costs an extra €17.50 per month to add the **Sky Q Multiscreen subscription** to your **Sky Q subscription package**.

The following one-off charges for **TV services** also apply:

TV Services	Cost
<b>Additional TV viewing</b> (on a 2nd or subsequent TV screen)	€120 for each extra TV screen for 12 months
After the period stated above the <b>TV services</b> will continue to be provided to you and no further charge will apply automatically. If we introduce a further charge in the future we will tell you beforehand in accordance with the terms of your <b>'Your contract for Republic of Ireland residential TV services'</b> .	

**If you need further information or want to change your Sky Q subscription package please contact Sky Customer Services on 0818 719 819 or visit [www.sky.com](http://www.sky.com)**

#### Other points to note:

- All prices are inclusive of VAT (or equivalent) wherever applicable. You pay the quoted price whatever the applicable rate of VAT.
- Channels/programmes and prices may vary in accordance with the terms of **'Your contract for Republic of Ireland residential TV services'**.
- All prices, offers and information (including channel line-ups) in this booklet are correct at time of going to print July 2019 and only apply to residential viewers in the Republic of Ireland.
- You may only use your **viewing card** for private viewing at the residential property where you live in the Republic of Ireland and to which we agree to provide the **TV services**.

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