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Terms & Conditions



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Terms and Conditions of the Meteor Service

1. Definitions:

In this Agreement the following terms mean:

"Advance Payment" - A payment by the Customer, (excluding Charges) to enable the Customer to use Services to include, but not limited to, International Calls, Roaming, and Premium Rate Services.

"Agreement" The agreement between the Customer and Meteor comprising of these terms and conditions, the Application Form and any other subsequent terms expressly agreed in writing between Meteor and the Customer.

"Application Form" - The Customer Application Form which forms part of these Conditions.

"Authorised Representative" - The person or entity authorised by the Owner to complete the Customer Authorisation Form.

"Call" - A transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multi media messages, and calls to WAP services).

"Call Content" - The content of any voice or data Call received or made by a Customer over the Network.

"Charges" -The charges for the Services including, but not limited to, connection charges, monthly rental, or tariff charges, Call charges (which may vary depending on the type of Call made), and administrative charges and charges for Third Party Services which the Customer may choose to receive.

"Customer" - The individual or entity who, accepts these terms and conditions, and where applicable signs the Application Form.

"Customer Authorisation Form" - The form required to process the Move.

"Current Network Operator" - A licensed mobile telephony service provider other than Meteor.

"Deposit" - A payment made by the customer before or after connection to the Network, as security for payment of Charges.

"Equipment" - The Customer's handset or other terminal (e.g. PDA) which is connected to the Meteor Network pursuant to this Agreement.

"FMNP" (Full Mobile Number Portability). The process which enables a Customer to Move from its Current Network Operator to Meteor or vice versa.

"GPRS Session" - A WAP or Internet session established using

GPRS technology.

"Meteor" - Meteor Mobile Communications Limited whose registered office is at 4030 Kingswood Avenue, Citywest Business Park, Naas Road, Dublin 24.

"Meteor Agent" - Any third party authorised to promote and sell the Services or carry out business activities on Meteor's behalf.

"Meteor SIM Card" - The card, bearing a unique mobile telephone number, the related personal unlocking code and personal identification number, used with the Equipment to enable access to the Services.

"Minimum Period" - The period of 12 months commencing on the date of the Customer's connection to the Network.

"Move" - To transfer the use of the Number for accessing the Current Network Operator's services to the use for accessing the Meteor Services whereby the Customer ceases to be a Customer of their Current Network Operator and becomes a Customer of Meteor, "Move" and "Moving" shall be construed.

"Network" - All of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and customers of the Services).

"Network Operator" - A licensed mobile telephony service provider.

"Number" - Mobile Station International Subscriber Directory Number (MSISDN) - the unique ten-digit mobile phone number programmed into a SIM Card.

"Owner" The person who is legally entitled to request the Network Operator to Move the Number.

"Pay As You Go" - The prepaid Meteor service whereby the Customer pays for usage of the Services in advance.

"Bill Pay" - The postpaid Meteor service whereby the Customer is charged for services already availed of.

"Roam/Roaming" - An optional Service which allows you to use your phone on other Operator's networks, usually in foreign countries.

"Services" - The mobile telephony Services provided by Meteor which enable the Customer to make or receive Calls over the Network, and any additional services provided by Meteor over the Network from time to time to include but not limited to WAP, Roaming, GPRS Services, SMS, MMS, internet access and My Meteor Services.

"Tariff Plans" - The various tariff structures available to the Customer (as published by Meteor periodically and available on www.meteor.ie).

"Territory" - Ireland (Excluding Northern Ireland).

"Third Party Service" - Any service promoted or provided by third parties to the Customer over the Network.

"Unlocking Code"- The code to disable security settings that restrict the use of a phone handset to a specific SIM Card or to a specific Network Operator's services.

2. Agreement

As a "Bill Pay" Customer these Terms and Conditions and the Customer Application Form ("the Form") together constitute a legally binding agreement between Meteor ("we/us/"Meteor") and the Customer named in the Form ("you" or "Customer"), which will be effective from the time we accept the application for the Services detailed in the Form. Acceptance of you as a |Customer is at our discretion and no reason will be proffered if

we do not accept you as a Customer. By signing the Form, you confirm that all information therein relating to you is accurate and that you accept these Terms and Conditions of service.

If you are a "Pay As You Go" Customer the reference to The Form does not apply to you and these Terms and Conditions constitute a legally binding agreement between Meteor ("we/us") and you the Customer ("you"/"the Customer").

3. General

This Agreement is personal to you. You may transfer this Agreement with Meteor's written consent. We may freely transfer existing and/or future debts due by you to us without notice. You agree that we may contact any person named in any proof of identity and/or references provided by you in order to verify the accuracy (or continuing accuracy) thereof. Meteor handsets may only be used on the Meteor Network and may not be used on any other Network unless Meteor provides an Unlocking Code. (please refer to Meteor Customer Care).

Our Customer Code of Practice is available on www.meteor.ie or from Meteor directly.

4. Meteor's Service Obligation

- o We will use reasonable efforts to make Services available to you at all times. However, the Services are available only within the range of our Network's base stations. Both quality and availability of the Services are affected by factors which could cause radio interference, such as physical obstructions and atmospheric conditions and by technical faults in the Network and in other telecommunications networks through which calls may be relayed.
- o Meteor may issue such reasonable instructions concerning the use of the Services for any valid reason Meteor deems sufficient;
- o Meteor makes no representation and gives no warranty as to the performance of any of the Third Party Services. We may withdraw access to Third Party Services at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such Services. Meteor may be required to bill you for such services; Services may be available to Customers while Roaming, however the available Services shall depend upon the arrangements between local operators and Meteor.
- o You can only Roam outside of the Republic of Ireland once you have been approved.

5. Customer Obligations

You agree as follows:-

- o The use of the Meteor Services is governed by Meteor's Acceptable Use Policy which is in addition to and forms part of these Terms and Conditions, a copy of which is available on www.Meteor.ie.
- o The information on the Form is accurate and true.
- o You understand the nature of this agreement.
- o Not to use the Services or the Equipment for any improper, indecent, unlawful or fraudulent purpose, or to cause any injury, offence, or annoyance to any person and you agree that we may disconnect service if we believe that you have failed in your obligations in this regard.
- o To only use GSM approved Equipment and to follow Meteor's reasonable instructions governing its use and to remain solely responsible for the manner in which the equipment is used.
- o To comply with Meteor's requests in particular as to the manner of using the Services and in relation to the investigation of any offences.
- o To promptly notify Meteor in writing of any change of

- address or cessation of the Service by you.
- o Tell us immediately if your Equipment and /or Meteor SIM Card is lost or stolen or your Meteor SIM Card is damaged. You will remain liable for all Charges incurred until you do so. We will provide a replacement SIM card and will charge you €15 for the replacement SIM. Meteor reserve the right to decrement your account for the replacement cost if you are a Pay As You Go Customer. There may be a charge of €7.50 required to upgrade your SIM to avail of National Roaming.
 - o Reliance on Call Content is at your sole risk. Meteor shall not be liable for any Call Content sent or received by you. Meteor makes no representation as to the quality, accuracy, correctness, completeness or suitability of any Call Content. Call Content must not be exploited commercially to the detriment of Meteor or any Third Party and must not be used to provide any other on-line or information service.
 - o Call Content may be protected by copyright, trademark or other intellectual property rights.
 - o It is your obligation to make yourself aware of the Services and Terms and Conditions of use of these Services and all Third Party Services. All information and pricing is on www.meteor.ie or can be obtained from Meteor directly.

6. Payment, Charges and Tariff Plans

You are liable to pay for all charges incurred through your Meteor SIM card whether or not incurred by you personally, and for all costs incurred in enforcing this Agreement.

We reserve the right to vary Charges at our discretion. In the event that Charges are varied we will post notification of such changes on our web site, in-store and/or notify you via SMS or by post. You may therefore not receive notification if we have no contact details for you.

- o As a Bill Pay Customer we will invoice you monthly in advance for fixed charges, and invoice monthly in arrears for connection, call and other non- fixed charges. Payment is due on the date specified on the invoice. We reserve the right to alter invoicing periods, charge interest on overdue payments at 2% above the Central Bank of Ireland prevailing base rate from due date to receipt of payment, contact you directly by sms and phone in relation to overdue payments and to fix a credit limit on your account and to discontinue services without notice if the limit is exceeded.
- o As a Bill Pay Customer you may apply to change from one Tariff Plan to a higher Tariff Plan with effect from the beginning of any charging period by giving us at least 30 days advance written notice.
- o We will send all invoices and notices to your billing address shown on the Form unless you tell us in writing of any change. Every invoice and notice from us to you will be deemed served 48 hours after posting or on earlier proof of delivery.
- o Services are charged for at different rates check www.Meteor.ie for details.
- o Whilst Meteor will make every effort to ensure that all messages are delivered, the Customer shall be liable for all Charges in respect of any MMS & SMS messages that are not delivered.
- o We can seek an Advance Payment and/or Deposit to enable you access some or all of the Services or Third Party Services. In addition, pending credit checking, we may seek an Advance Payment and or Deposit to enable you access the Services or Third Party Services.
- o We may set off such amounts against any amounts due by you to Meteor.
- o Meteor may apply a limit to the amount of Charges that you may incur and may alter this limit from time to time and may consolidate Customer accounts for the purpose of aggregating any balance due. You remain liable for all charges incurred by multiple users on your account.

- o If you are a Pay As You Go Customer who has incurred Charges for Services in excess of the credit standing to your account, credit subsequently added by you to your account will firstly be used to discharge or offset any balance owed on that account.

As a Pay As You Go Customer, you are entitled to a maximum amount of €280 call credit on your account at any one time.

7. Insurance

You may avail of a policy of insurance to cover accidental damage to and loss of your mobile phone. This policy is subject to its own terms and conditions and is governed by an agreement between you and the insurance company. If you fail to make insurance payments your insurance policy will be invalidated immediately.

8. Repairs and Refunds

Meteor policies referring to repairs and refunds are obtainable from www.Meteor.ie

9. Directory Services and Caller ID

Unless you specify otherwise in writing we will include you in the National Directory listing. Our Network may allow the display of your telephone number on receiving handsets, unless you have requested us to refrain from doing so.

10. Customer Information and the Data Protection Acts 1988 & 2003.

- o Customer information, (including traffic data) may be processed by Meteor for its own business purposes. The use of Meteor Services is governed by Meteor's Data Privacy Policy which is in addition to and forms part of these Terms and Conditions & is available on www.Meteor.ie

Meteor may disclose certain information to Meteor Agents or Third Parties for Meteor's own business purposes, but will not disclose information to Third Parties. without your prior consent. We may, at our sole discretion, disclose information contained in or relating to this Agreement to other licensed telecommunication Operators to assist in the prevention of the fraudulent use of our or other Networks.

11. SIM card and Telephone Number

You do not own the mobile phone number allocated to you. We can change the Number at our discretion and will not be liable for any loss or damage, direct or indirect, which might arise from such change.

The Meteor SIM remains our property at all times

12. - Move to Meteor and Keep your Number (FMNP)

By accepting the terms of the Customer Authorisation Form, you warrant and represent that you are the person Authorised to instruct Meteor to Move your number.

You acknowledge that:

- o Only the Number will be Moved;
- o The completion of the Customer Authorisation Form shall constitute notice of termination of any contract with your Current Network Operator, subject to the terms and conditions of that contract.
- o The services provided by your Current Network Operator to you, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to your service will not be transferable to your Meteor Services.
- o Contractual and other obligations, charges and costs due to your Current Network Operator will remain due and owing & shall be subject to settlement by you with the Current Network Operator in accordance with the terms

and conditions applying to the provision of that service.

- o The process will be deemed to commence on the date of signing of the Customer Authorisation Form and it may not be possible to reverse once the Move has started
- o If the signatory is not the Owner or the Authorised Representative of the Owner, or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the Number.

Meteor may refuse to process your instructions if: -

- o The information provided on this Customer Authorisation Form is incorrect or misleading.
- o The information provided in relation to the Number is not compatible with information held by your Current Network Operator,
- o There are overdue amounts and outstanding to your Current Network Operator,

Meteor does not warrant, or represent the Move will be completed within a particular timeframe.

There may be a period where no Services are available, from either your Current Network Operator or from Meteor. Meteor will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of loss of these Services, All conditions, warranties and representations, implied by law are excluded to the extent permitted by law.

13. Suspension of Services

We may terminate or suspend the Services wholly or partially at any time at our option and particularly

- o If the Network requires modification or maintenance or for security reasons.
- o If you do not comply with the terms of this Agreement, including non-payment of any sums due by you (in which case we reserve the right to charge for reconnection and/or to require revised payment terms).
- o If you use your Call Credit on any phone other than that purchased when you became a customer.
- o If you fail to purchase and use a minimum of €10 call credit at least once every 6 months. You may lose any call credit remaining at the time the Services are suspended. If the Services are discontinued for this reason you may opt to have the suspension lifted within one month and a fee may apply. If the suspension is not lifted within 30 days Meteor may unilaterally terminate this Agreement without notice and in this instance Meteor will be entitled to ascribe your existing number to another customer or your original Network Operator.
- o If you are using our Services for commercial or resale use.
- o Where Meteor reasonably believes that you are unable to comply with payment obligations, or we cannot contact you.
- o Where Meteor is of the reasonable opinion that you have provided false or misleading information on the Form.

You will remain liable for Charges during any period of suspension. Meteor shall not be liable for any direct, indirect or consequential loss or damage howsoever arising which may result from suspension or termination of the Services.

If you do not rectify the reason underlying the suspension of Services within 30 days of suspension, we can terminate the Agreement. We shall not be liable for any loss or damage direct or indirect, howsoever arising, as a result of suspension/termination.

14. Term and Termination (Bill Pay Customers Only)

Term:

The Term of this Agreement shall be for a Minimum Period of 12 months from the date of connection to the Network. On expiry of the Term either party may terminate this Agreement on the giving of 30 days written notice and, in the absence of such notice, this Agreement shall be deemed to continue on from month to month based on the Terms and Conditions herein.

If the contract is terminated during the Minimum Period, you are liable to a termination charge calculated as the sum of the monthly Tariff Charges which would otherwise be payable until the end of the Minimum Period. Termination:

Meteor can terminate this agreement;

- o If you fail to pass such credit checks or exceed any credit limit specified by Meteor.
- o If you fail to pay any sums due under this Agreement by the due date;
- o If you breach any of the terms of this Agreement or if any information supplied by you to Meteor is false or misleading.
- o If Meteor believes that you are unable to pay the charges.
- o If Meteor receives a valid request to port your number from Meteor to another Network Operator. You will remain liable for all Charges and other costs due up to the date of termination
- o If you are adjudicated as bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;
- o Any meeting of the Customer's creditors is called pursuant to section 266, Companies Act, 1963 (as amended) or if the Customer enters into liquidation or has a receiver of its assets or a provisional liquidator appointed or should a petition for the appointment of an examiner be presented;
- o Upon suspension or termination of the Contract we shall disconnect your Equipment from the Network. Exercise of our entitlements shall not prejudice or affect the exercise of any other right or remedy which may be available to Meteor;

15 Exclusion of Liability:

We will have no liability to you (or to anyone claiming through you) for any direct or indirect or consequential loss (whether or not foreseen) suffered, including loss of profit or loss of goodwill by any reason whatsoever and without prejudice to the generality of the foregoing by reason of:

- o The suspension or termination of this Agreement or the interruption of or failure to connect any Call made to or by the Equipment.
- o Any Call made to or by the Equipment being overheard or intercepted by a third party.
- o Any data transmitted to or by the Equipment being altered or lost.
- o We will not be liable to you if we are unable to perform an obligation or provide the Services to you as a result of any factor outside of our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war or Governmental action.
- o The effects upon you or other users of your Equipment, or upon any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, by or through our Network and / or your Equipment.
- o We will not be liable for inaccurate or misleading or unlawful information provided to you via the Services. All conditions, warranties and representations implied by law in relation to our provision of Services are excluded to the extent permitted by law. Your rights under the Sale of Goods Act 1893 (as amended) and the Sale of Goods and Supply of Services Act 1980 are not affected.
- o With advancing technology and particularly Bluetooth it may be possible for hackers to gain access to information

stored on your handset. Meteor shall not be liable for any loss or damage arising as a result of such unauthorised access to your handset. But it is recommended that sensitive information such as Bank PINS, Credit Card Numbers etc, are not stored on the handset.

16. Disputes

If any dispute arises between us concerning the operation or the interpretation of this Agreement, we agree to use all reasonable endeavours to resolve any such dispute through our Customer Care Department but remain at liberty to pursue any lawful means in order to resolve the issue. In certain instances customers may be due compensation or refund arising from use of the Services. A detailed dispute mechanism can be found in Meteor's Code of Practice at www.Meteor.ie. Contact details for all Customer Enquires can be found on www.Meteor.ie

17. Severability

All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not be affected; provided that, in any case where as a result of the operation of this clause the rights or obligations of a party are materially altered to the detriment of the party, that party may terminate this Agreement within 30 days from the date of the relevant decision of the relevant court, regulatory authority or other competent authority. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights under the Agreement in any other way.

18. Jurisdiction

These terms and Conditions and the Agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland.

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