

eir mobile Cooling Off Period

eir mobile operates a return refunds policy that is consistent with the European Union (Consumer Information Cancellation and Other Rights) Regulations 2013, (the “Consumer Information Regulations”)

If you change your mind, you can get a full refund on any on-line purchases before the expiry of your cooling off period which is fourteen days following receipt of your goods, or on the case of services, from the date your service was installed.

When both goods and service are ordered, your cooling off period expires fourteen days from the date of delivery of the goods

If multiple goods are ordered in one order and delivered separately the cooling off period expires fourteen days from the date of the last delivery. Where a number of different services have been ordered by you e.g. as part of a bundle, your cooling off period expires fourteen days from the date of the installation of the last element of your bundle.

Please note the following limitations to your right to cancel:-

1 **.Digital Content:** where you purchase digital content not supplied in tangible form you acknowledge that the cooling off period expires immediately once you begin to download or stream the digital content

2. **Supply of Services** –where you have purchased a service, you hereby acknowledge that when you begin using the service before the end of the cooling off period you will be liable for all charges incurred up to the date of cancellation where you chose to cancel the contract under the Consumer Information Regulations.

3. **Diminished Value of the Goods** Where you have used the products or services supplied to you to avail of all services before the end of the cooling off period you will be liable for any diminished value of the products or services

4. **Further limitations on Cancellation Rights:** The right to cancel does not apply in the following circumstances:

- (i) For Service contracts where the service has been fully performed where the service performance began with your express consent and acknowledgement that the right to cancel would be lost once the contract has been fully performed;
- (ii) Contracts for the supply of goods that are clearly personalised;

- (iii) Contracts for the supply of goods that are liable to deteriorate or expire rapidly;
- (iv) Contracts for sealed goods that :-
 - (a) are not suitable for return for health protection and hygiene reasons, and
 - (b) were unsealed after delivery;
- (v) Contracts for the supply of goods that are, according to their nature, inseparably mixed with other items after delivery;
- (vi) Contracts where the consumer has specifically requested a visit from the trader for the purposes of carrying out urgent repairs or maintenance;
- (vii) Contracts for the supply of sealed audio or sealed video recordings or sealed computer software that were unsealed after delivery

5. **Cancellation Process** To cancel your order before the expiry of the cooling off period, you may fill out a Cancellation Form and return it to us to let us know of our decision. To meet the cancellation deadline it is sufficient that you send the Cancellation Form or notify us by phone before your cooling off period has expired

6. **Cost of returning the Products** You will be responsible for the cost of returning the products (including any additional items sent with your product such as chargers or headsets) to us unless:

- (i) We arrange to collect the goods from you
- (ii) We delivered them you in error
- (iii) The product was damaged or defective at the date of delivery to you

7. You must take reasonable care of the product until they are returned or collected by us. We are not responsible for the goods while they are in transit to us and we recommend that pack the products securely and that you should use recorded delivery service (such as prepaid post) to return any products to us.

8 . You must return the goods to us within fourteen days of informing eirMobile of your wish to cancel unless eirMobile has arranged to collect the goods from you

9. Responsibility for any diminished value goods and services.

If you are returning goods after exercising your right to a cooling off period and the goods are found by eirmobile to be damaged, you may be held liable for any reduction in the value of the phone/handset beyond that necessary to establish their nature, characteristics and functioning.

This reduction in value will be assessed by reference to the full market value of the goods, which will be displayed where the goods are offered for sale on the web site. The full market value is equivalent to the full pre-pay price that eir Mobile would charge for the handset in question as currently displayed on the web site. The charge for diminution will apply in the following circumstances:

1. Goods damaged beyond repair/ failure to return the goods – charge of 100% of the value of the pre pay value of the phone see https://www.eir.ie/group/pricing/eir_mobile/
2. Goods visibly damaged but functioning, e.g. cracked or broken screen-charge of 30% of the value of the phone see https://www.eir.ie/group/pricing/eir_mobile/

10. Check List

Items that you must return when you are exercising your Cancellation Rights

1. Copy of your completed Cancellation Form
2. Phone tablet or modem (undamaged)
3. Clear all data from your phone, remove all passwords, switch off My iPhone and restore to factory settings, It is your responsibility to ensure that all persona data is removed from the device. Please remove your SIM Card and remove all data from the memory card supplied with your handset
4. Charger
5. Accessory
6. Battery
7. Any additional content that was included with your order must be included

11. Refund Policy

We will refund the original purchase price (less any discounts less any diminished value/ services charges for the products or services you're cancelling, together with the delivery charge, as soon as reasonably practical and in all cases in accordance with our statutory obligations