

# Contract and Consumer Rights Information – eir Consumer Multi-Product

This is a compilation of consumer rights and key terms and conditions as required by the European Electronic Communications Code (DIRECTIVE (EU) 2018/1972) (the “EECC”). In the case of conflict between the information set out here and the main terms and conditions applicable to a service, the terms and conditions to a service shall take precedence.

## **Service Provider Details**

**Trading name:** eir

**Address:** 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03.

**Telephone number:** 1901

**Email:** eir.ie/contactus

## **Services**

The service entails access to some or all of the following:

- Fixed landline phone service
- Fixed broadband service
- Fixed TV service
- Mobile phone (calls, SMS and data) service

Please refer to your contract summary/welcome email which will be provided after compiling your order, for details of the elements specific to your bundle/plan(s).

## **Speeds of the internet service and remedies**

Plan	Plan Speed Profile (up to)		Internet Speed (% of Profile)		
	Download (Mbps)	Upload (Mbps)	Maximum	Normally Available	Minimum
150Mbps	150	30	92.5%	55% - 65%	10%
500Mbps	500	50	92.5%	55% - 65%	10%
1GB	1,000	100	92.5%	55% - 65%	10%
Up to 100Mbps / Up to 24Mbps	Specific speeds can only be confirmed after you services has been activated. You can then view your speeds at <a href="http://www.eir.ie/broadbandlineinfo/">www.eir.ie/broadbandlineinfo/</a>				
Mobile	To see estimated Mobile Internet speed, click here: <a href="http://www.eir.ie/ourmobilenetwork/">www.eir.ie/ourmobilenetwork/</a>				

Please note that these internet speeds should be achievable through a direct cable connection from your PC/Laptop to your modem, with no other devices connected to your modem and subject to the performance of your PC/Laptop. Under more typical usage conditions, the broadband speeds that you experience can be affected by a number of external factors. For more information on how to boost your broadband speed see [www.eir.ie/support/broadband/boost-your-broadband-speeds/](http://www.eir.ie/support/broadband/boost-your-broadband-speeds/).

In the event of any continuous or regularly recurring discrepancy between the actual performance of the Service and the speeds set out, you may be entitled to remedies up to and including the right to exit the contract without penalty where the relevant facts in relation to the actual performance of the Service are established by a monitoring mechanism certified by the communications services regulator (ComReg). The Customer should also be aware that the use of your internet connection for the purposes of transmission of IPTV may result in a reduction in the Speeds depending on the configuration of your TV package.

Please refer to your contract summary/welcome email for details of the elements specific to your bundle/plan(s) which may include discounts and special offers against the below standard prices. Further pricing information can be viewed at [www.eir.ie/group/pricing/](http://www.eir.ie/group/pricing/)

## Connections & Activation Fees

eir Fibre Extreme Connection fee €249.99 inc VAT

A bundle activation fee of €49.99 applies to standalone eir broadband and any eir bundle including eir Broadband.

A SIM activation fee of €9.99 applies to eir Mobile SIM Only Plans

## Fixed Voice + Broadband Bundles <sup>(1)</sup>

eir Complete Broadband & Phone			
Fixed Voice/ Voice over Broadband + eir Broadband		eir Talk/ eir Broadband Talk <sup>(4)</sup>	eir Talk/ eir Broadband Talk Mobile World <sup>(4)</sup>
30GB <sup>(4)</sup>		€56.99	€66.98
Unlimited <sup>(2)</sup>		€61.99	€71.98
eir Fibre 150MB		€67.99	€77.98
eir Fibre 300MB <sup>(7)</sup>		€77.98	€87.97
eir Fibre 500MB		€77.98	€87.97
eir Fibre 1000MB		€87.98	€97.97
eir Wireless Broadband 250GB		€61.99	€71.98
Add eir TV <sup>(6)</sup>			Add eir Mobile
eir TV Plus	plus	€19.99	eir Mobile Essential plus €29.99
			eir Mobile Connect plus €44.99
			eir Mobile Complete plus €59.99
			eir Mobile Connect - 30 Day plus €19.99
			eir Mobile Complete - 30 Day plus €24.99

## Standalone Broadband + eir TV Bundles

Standalone Broadband + eir TV Bundles	
eir Broadband + eir TV	eir TV Plus
eir Fibre 30GB <sup>(4)</sup>	€67.99
eir Fibre Unlimited <sup>(2)</sup>	€72.98
eir Fibre 150MB	€78.98
eir Fibre 300MB <sup>(7)</sup>	€88.97
eir Fibre 500MB	€88.97
eir Fibre 1000MB	€98.97
Add eir Mobile	
eir Mobile Essential	plus €29.99
eir Mobile Connect	plus €44.99
eir Mobile Complete	plus €59.99
eir Mobile Connect - 30 Day	plus €19.99
eir Mobile Complete - 30 Day	plus €24.99

## Standalone Broadband + Mobile

eir Complete Broadband & 4G Mobile							
eir Broadband + Mobile	30GB (4)	Unlimited (2)	eir Fibre Extreme 150MB	eir Fibre Extreme 300MB (7)	eir Fibre Extreme 500MB	eir Fibre Extreme 1000MB	eir Wireless Broadband 250GB
eir Mobile Essential (3)	€77.99	€82.98	€88.98	€98.97	€98.97	€108.97	€82.98
eir Mobile Connect (3)	€92.99	€97.98	€103.98	€113.97	€113.97	€123.97	€97.98
eir Mobile Complete (3)	€107.99	€112.98	€118.98	€128.97	€128.97	€138.97	€112.98
eir Mobile Connect - 30 Day	€67.99	€72.98	€78.98	€88.97	€88.97	€98.97	€72.98
eir Mobile Complete - 30 Day	€72.99	€77.98	€83.98	€93.97	€93.97	€103.97	€77.98

## Fixed Voice + Mobile (1)

eir Go		
Fixed Voice + Mobile	eir Talk	eir Talk Mobile World
eir Mobile Essential	€71.98	€81.97
eir Mobile Connect	€86.98	€96.97
eir Mobile Complete	€101.98	€111.97
eir Mobile Connect - 30 Day	€61.98	€71.97
eir Mobile Complete - 30 Day	€66.98	€76.97

### Notes:

- Customers who sign up to pay their bill by Direct Debit (DD) will receive a discount of €2 on the above prices. The DD discount does not apply to any Standalone eir Broadband bundle.
- 'Unlimited' relates to eir Fibre (Unlimited); eir Broadband Solo Unlimited; eir Broadband Unlimited (NGB); eir Broadband Unlimited. For bundles that include eir Vision, 'unlimited' relates to eir Fibre (unlimited) only.
- To view eir Mobile pricing see eir Price List for eir Mobile Bill Pay plans.
- '30GB' relates to 30GB capped variants of eir Fibre; eir Broadband Solo; eir Broadband (NGB); eir Broadband. For bundles that include eir TV or eir Broadband Talk, '30GB' relates to eir Fibre only.
- eir Broadband Talk is only available with eir Fibre/ eir Fibre Extreme. In order for the eir Broadband Talk Service to work, the eir Fibre Broadband service to which it is connected must be fully operational. The customer will not be able to utilise the eir Broadband Talk service if the eir Fibre Broadband service is not operational for any reason. The eir Fibre Broadband service and the eir Broadband Talk Service are dependent upon electrical power supply.
- eir TV is available with eir Fibre/ eir Fibre Extreme only. In order for the eir TV Service to work, the eir Fibre Broadband service to which it is connected must be fully operational.
- eir Fibre 300MB is not available for new connection or re-contracting customers from 23rd July 2020.

## Standalone Mobile

Standalone Mobile Plans	Inclusions	Monthly Price inc. VAT
eir Mobile Essential ☒	200 minutes to Irish mobiles and landlines, unlimited texts and 20GB 5G data, (13.6GB EEA Roaming)	€39.99
eir Mobile Connect Plus ☐	Unlimited calls to Irish mobiles and landlines, unlimited texts, No Limits 5G Data* (40GB EEA Roaming) plus 100 international minutes and texts.	€59.99
eir Mobile Complete* ☐	Unlimited calls to Irish mobiles and landlines, unlimited texts, No Limits 5G Data* (60GB EEA Roaming) plus 600 international minutes and texts.	€69.99
eir Mobile Connect -30 Day*	Unlimited calls to Irish mobiles and landlines, unlimited texts and No Limits Data* (30GB EEA Roaming) (SIM only plan)	€29.99
eir Mobile Complete -30 Day* ☒	Unlimited calls to Irish mobiles and landlines, unlimited texts, No Limits 5G Data* (50GB EEA Roaming) plus 200 international minutes and texts (SIM only plan)	€34.99
eir Mobile Connect* ◊	Unlimited calls to Irish mobiles and landlines, unlimited texts and No Limits Data* (40GB EEA Roaming)	€54.99

### Notes:

Unlimited minutes and SMS allowances where applicable are subject to a fair usage allowance of 45,000 minutes and 10,000 SMS. Minutes and SMS apply to usage within the Republic of Ireland and EEA zone countries. Roaming allowances are subject to fair usage limits. Excludes Premium, International, Non-Geographic Numbers and roaming outside of the EEA zone. Voicemail and eir to eir calls and texts/ EEA landlines while roaming in the EEA are treated as a standard call or text, deducted from any applicable inclusive plan allowances or charged at applicable standard rates.

\*The fair usage threshold in relation to data usage for eir Mobile Connect(◊), eir Mobile Connect Plus, eir Mobile Complete, eir Mobile Connect-30 Day and eir Mobile Complete -30 day is 120GB. Should your data usage exceed 120GB in a billing cycle and eir Mobile considers that other users are likely to be adversely affected; we reserve the right to limit the data Service. eir Mobile continuously monitors network performance to ensure that the service received by the Customer is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long

periods). Data allowances if available at the time of roaming can be used while roaming in the EEA subject to fair use limits where applicable. EU roaming fair use allowance is calculated in line with Regulation (EU) No 531/2012 (as amended) and Data wholesale roaming price caps. Where the domestic data allowance has not been fully consumed but the fair use allowance has been fully consumed, a surcharge rate of €3.63 per GB/€0.0035 per MB (based on Regulated rate of €3.00 per GB excl. VAT) will apply until the domestic allowance has been fully consumed. Standard domestic rates apply thereafter.

From May 15th 2019, calls originating from Ireland to destinations in International Bands 1 to 3 inclusive will be charged at 19c per min ex. VAT/23.37c per min (inc. VAT). SMS to EU destinations will be charged at 6c per message ex. VAT/7.38c per message (inc. VAT).

The new charges for calls and SMS to EU destinations apply to calls and SMS made by eir Mobile customers originating in Ireland to destinations within the European Union and European Economic Area (Iceland, Liechtenstein, Norway) including EU Outermost Regions i.e. Martinique, Mayotte, Guadeloupe, French Guyana, Réunion, Saint-Martin, Madeira, the Azores and the Canary Islands. Excludes calls to UK Premium Rate numbers (Band 1c).

All calls to EU destinations (Bands 1 to 3 inclusive) will be charged on a per minute basis.

A SIM activation fee of €9.99 may apply from 14th May 2019 for all customers signing up to an eir Mobile plan.

◊ eir Mobile Connect Plus and eir Mobile Complete has 5G service enabled, subject to service availability.

◊ eir Mobile Connect is no longer available for sale to either new or upgrading customers from 24th October 2019.

◊ eir Mobile Essential and eir Mobile Complete -30 Day SIMO has 5G service enabled, subject to service availability from 15th October 2020.

## Standard Out of Bundle Rates

The following table sets out the standard rates that apply when you exceed any of your price plan allowances (also known as out of bundle rates).

Standard (Out of Bundle) Rates for Residential Landline		
Maximum Standard Rates (inc VAT)	Set Up Fee	Per minute
Local & National (Landline)	39c	14c
International (Landline)	39c	99c
Mobile	39c	39c
International (Mobile)	39c	99c
Data	€2.50 per 10GB to max of €100 per month	

Standard (Out of Bundle) Rates for Residential Bill Pay Mobile		
Maximum Standard Rates (inc VAT)	Set Up	Per minute
Local & National	N/A	30c
International (Landline)	N/A	€2.20
International (Mobile)	N/A	€2.20
Mobile Data	99c per day for 250MB	
SMS	15c	
Data	2c per MB	

## Premium Rate Numbers Subject to Regulated Pricing Conditions

### Fixed Premium Call Rates

Fixed Calls to Premium Rate Services				
Prefix	Set-up Fee	Price per minute	Prefix	Per call
1520	€0.0595	€0.15	1512	€0.25
1530	€0.0595	€0.33	1513	€0.60
1540	€0.0595	€0.60	1514	€0.75
1550	€0.0595	€0.95	1515	€1.00
1559	€0.0595	€0.74	1516	€1.50
1560	€0.0595	€1.25	1517	€2.00
1570	€0.0595	€1.75	1518	€3.00
1580	€0.0595	€2.40		
1590	€0.0595	€2.90		
1598	€0.0595	€2.00		
1599	€0.0595	€3.00		

### Mobile Premium Call and SMS Rates

Mobile Calls to Premium Rate Services			
Prefix	Price per minute	Prefix	Per call € inc VAT
1520	€0.30	1512	€0.50
1530	€0.50	1513	€0.70
1540	€0.70	1514	€0.90
1550	€1.20	1515	€1.20
1560	€1.80	1516	€1.80
1570	€2.40	1517	€2.50
1580	€2.95	1518	€3.50
1590	€3.50		
1598	€3.50		
1599	€3.50		

SMS to Premium Rate Services	
Short Code	Charge per SMS
51XXX	Maximum €0.16
53XXX	Maximum €0.80
57XXX	More than €0.80
<b>Notes:</b> 1. The above maximum rates can apply on each SMS sent to or received from these short codes. 2. A charge of at least 9c applies to SMS sent to these codes. 3. Specific pricing varies by short code and will be advertised along with the short code where higher rates apply.	

### Facilities to monitor the level of consumption

Usage can be monitored by registering an account on My eir. My eir can be accessed either on the eir website or through the My eir app, which can be downloaded from the App Store or the Google Play store. Any eir account can be registered.

In the case of mobile postpay service customers will receive notifications to advise on approaching 80% and 100% consumption of the domestic data allowance. Once 100% of the allowance has been consumed, further data usage is not permitted until you agree to continue to use data, subject to additional charges.

A roaming spend cap of €60 (inc VAT) is automatically applied to your account. When you reach 80% of your limit (€48), you will receive a text notification. When the €60 data roaming spend limit is reached, you will receive another notification requesting you to confirm whether you wish to continue to use your data. You will also receive a notification on reaching any roaming fair use limit applicable

to your plan. To check how much roaming data you've used, text balance roam to 50104 or log into my eir.

You can block premium rate SMS involving numbers beginning with 53 and 57, being sent or received, by sending an SMS containing the text "PRSMSBAR" to 50104. You can remove this bar by sending an SMS containing the text "PRSMSALLOW" to 50104.

## **Payment and Delivery**

### **Payments**

Customers will be required to pay by direct debit.

For further information on fees associated with dishonored payments, late payments and manual payments please see [www.eir.ie/group/pricing/](http://www.eir.ie/group/pricing/).

### **Fixed Service Delivery**

- Your appointment will be confirmed by email and text within 24 hours after your order is processed to the contact details which you provided when you place your order
- You will receive a reminder call and text from our appointments team the day before your appointment
- On the day of the appointment the technician will call you before commencing the work. There may be work to complete at the local exchange or cabinet before they attend your home.
- If the engineer attends to your home and you are not available they will leave a calling card with details on how to reschedule your appointment

The technician may call anytime between:

- 9am - 1.30pm if you picked a morning appointment
- 12.30pm – 4.30pm if you picked an afternoon appointment
- 9am – 4.30pm if an all-day appointment is required
- In the unlikely event an technician is delayed they will contact you to advise of this.

### **Fixed Equipment Delivery**

- For eir Fibre and eir vision orders, the modem and set top box will be brought to your home by the engineer on the day of your appointment.
- For Broadband orders, the modem will be delivered through Nightline. Your appointment date provided in the confirmation email will confirm when your services will be active.
- Any equipment delivery can be tracked using the Nightline details sent to you in a text message.

For further information please see [www.eir.ie/support/just-joined/your-technician-appointment/](http://www.eir.ie/support/just-joined/your-technician-appointment/)

### **Mobile Device/SIM Delivery**

- For Mobile orders, the mobile devices will be dispatched by Nightline within 24 hours of the order being successfully placed, provide the mobile device is in stock.
- SIM Cards will be dispatched within 24 hours of successful order placements.
- Any equipment delivery can be tracked using the Nightline details sent to you in a text message

## **Complaint Handling Policy**

eir is dedicated to providing excellent customer service and maintaining a healthy customer relationship. We operate a complaints process to ensure all complaints are handled in a standard way as efficiently and effectively as possible. For details of our complaint handling code of practice and for information on logging a complaint and follow-up, please see [www.eir.ie/complaints/](http://www.eir.ie/complaints/).

Should you have a complaint about a premium voice or SMS service ComReg's Code of Practice for premium rate services please consult promotional material or in the case of premium SMS, SMS messages from the service/content provider, which may contain contact details for the party providing customer care for the premium service. eir customer care can assist if you have not been provided with contact details. You can view ComReg's Code of Practice for premium service here [www.comreg.ie/csv/downloads/ComReg1445.pdf](http://www.comreg.ie/csv/downloads/ComReg1445.pdf)

## **Contract Duration and Termination**

### **Duration, renewal and termination**

Please refer to your contract summary/welcome email for the minimum term(s) specific to your bundle/plan(s). Once your minimum contract term expires you will remain out of contract until you make any further changes to your bundle.

Where any of the eir Talk/eir Broadband Talk, eir broadband, eir Mobile or eir TV services are ceased within the minimum contract period the early cease charge(s) applicable to the service(s) ceased will apply (see "Applicable Early Cease Charges" as outlined in the table below).

Customers who wish to cease any of the eir Talk/eir Broadband Talk, eir broadband, eir Mobile or eir Vision services and retain other remaining eir Talk/eir Broadband Talk, eir broadband, eir Mobile or eir Vision services, may, by contacting eir by telephone or in writing, apply to have their bundle changed to a bundle relevant to the service(s) they wish to retain, if available as set out above, subject to commencing a new minimum term contract on the retained service(s) and subject to payment of any early cease charge(s) applicable to the service(s) ceased. Otherwise, the customer shall continue to avail of the component(s) of the facility which it has not ceased on the terms and conditions that apply to those components, at undiscounted prices and subject to the remainder of the minimum contract term of the original bundle.

<b>Applicable Early Cease Charges</b>			
Ceasing Product	Applicable Early Cease Charge Treatment	ECC Daily Rate (€ including VAT@ 21%)	ECC Cap (€ including VAT@ 21%)
eir Fibre	ECC daily rate multiplied by number of days outstanding on minimum contract or ECC cap, whichever is lesser.	0.79	181.50
eir Broadband Unlimited		0.79	181.50
eir Talk/eir Broadband Talk		0.73	121.00
eir Vision Essential		0.32	181.50
eir TV Plus		0.66	181.50
eir Mobile Essential		1.31	Not Applicable
eir Mobile Connect		1.80	Not Applicable
eir Mobile Connect Plus 5G		1.80	Not Applicable
eir Mobile Complete		2.30	Not Applicable
eir Mobile Connect - 30 Day		0.98	Not Applicable
eir Mobile Complete - 30 Day		1.15	Not Applicable
eir Mobile150		0.66	Not Applicable
eir Mobile300		1.15	Not Applicable
eir Mobile500		1.61	Not Applicable
eir Mobile Unlimited +Data		1.77	Not Applicable
eir Mobile 100 1GB + Roaming		0.98	Not Applicable
eir Mobile 400 + Roaming		1.48	Not Applicable
eir Mobile Unlimited 10GB + Roaming		1.80	Not Applicable
eir Mobile Unlimited 30GB + Roaming		2.13	Not Applicable
eir Wireless Broadband 100GB		1.10	Not Applicable
eir Wireless Broadband 100GB 30 Day Contract		1.10	Not Applicable
eir Wireless Broadband 2020		1.10	Not Applicable
eir Wireless Broadband 2020 30 Day Contract		1.10	Not Applicable
eir Mobile Broadband 15GB - 30 day		0.50	Not Applicable
eir Mobile Broadband 2020		0.67	Not Applicable
eir Mobile Broadband 50GB		1.00	Not Applicable

Further details on termination conditions for multi-product bundles can be viewed at:  
[www.eir.ie//.content/pdf/terms/general/multi\\_product\\_bundles\\_terms\\_and\\_conditions.pdf](http://www.eir.ie//.content/pdf/terms/general/multi_product_bundles_terms_and_conditions.pdf)



Further details on termination conditions for fixed services can be viewed at:

[www.eir.ie/opencms/export/sites/default/.content/pdf/terms/general/eir\\_general\\_terms\\_and\\_conditions.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/general/eir_general_terms_and_conditions.pdf)

Further details on termination fees for mobile services can be viewed at:

[www.eir.ie/opencms/export/sites/default/.content/pdf/terms/Terms\\_and\\_Conditions\\_of\\_the\\_eir\\_Mobile\\_Service.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/Terms_and_Conditions_of_the_eir_Mobile_Service.pdf)

Further details on termination fees for TV services can be viewed at:

[www.eir.ie/opencms/export/sites/default/.content/pdf/terms/eir\\_tv\\_terms\\_16102019.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/eir_tv_terms_16102019.pdf)

## Equipment Returns

If you cancel a TV or fibre broadband service with eir you must return all equipment to us within 30 days of cancellation. Failure to return equipment to eir within this 30 day period will result in charges which will appear on your final bill. For further information on equipment and charges please click here: [eir.ie/equipmentreturns](http://eir.ie/equipmentreturns)

Equipment description	Charge for non-return (inc. Vat)
eir fibre Modem	€59.99
eir TV box (Apple)	€100.00
eir vision TV Set-Top box	€80.00
eir vision Multi-room box	€40.00

Mobile phones supplied by eir are restriction for use on the eir network only. They can be unlocked subject to the following conditions:

- eir bill pay customers: You must have completed your minimum contract term
- eir SIM Only customers: The total value of your bills since purchasing the mobile phone exceed €200

For information on the procedure for unlocking you phone see

[www.eir.ie/support/mobile/Unlocking-Code-00001/](http://www.eir.ie/support/mobile/Unlocking-Code-00001/)

## Response to Service Incidents or Threats

In response to any incident or external threat to the network, eir may intervene, by means of filtering, blocking, or rate-limiting certain traffic flows to control the operation of the network which may result in a degradation of the quality of the Service.

## Right to withdraw

eir operates a returns policy that is consistent with the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (the "Consumer Information Regulations"). Please note the following limitations to your right to cancel:

1. In-Store Purchases: the right to cancel within the cooling off period does not apply to goods and services purchased in an eir store.
2. Digital Content: where you purchase digital content the cooling off period expires immediately once you begin to download or stream the digital content.

3. 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.

4. Diminished Value of the Goods: where you have used the products or services supplied to you before the end of the cooling off period you will be liable for any diminished value of the products or services. This reduction in value will be assessed by reference to the full market value of the goods.

In the case of failure to return a phone or where a phone is damaged beyond repair, the relevant charge is 100% of the pre-pay value of the phone or where the phone is visibly damaged but functioning, e.g. cracked or broken screen, the relevant charge is 30% of the pre-pay value of the phone see [www.eir.ie/store/mobile/phones/prepay](http://www.eir.ie/store/mobile/phones/prepay).

Subject to the above limitations, if you change your mind, you can cancel your purchase within 14 days of the receipt of your goods or, in the case of services, within 14 days from the date your service was installed (the cooling off period).

Where a number of different services have been ordered by you, e.g. as part of a bundle, or where broadband speeds are being provided in accordance with Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015, your cooling off period expires 14 days from the date of the provision of the last element.

To exercise the right to cancel your purchase and get a refund, you must inform us of your decision to cancel within the cooling off period by phone on 1901 (eir fixed customers) and 1905 (eir mobile customers) or by postal address below.

eir Customer Value Management  
eir Building  
Mount Agnes Road  
Churchfield  
Co. Cork

We will refund the original purchase price less any discounts, diminished value, services charges, together with the delivery charge, as soon as reasonably practical and in all cases in accordance with our statutory obligations. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

A template cancellation request form can be found in the appendix to this document. For more information see [www.eir.ie/.content/pdf/terms/eir-cooling-off-period-text.pdf](http://www.eir.ie/.content/pdf/terms/eir-cooling-off-period-text.pdf)

### **Service Guarantees**

A Customer Guarantee applies with respect to the connection of exchange lines which rely solely on the use of existing network elements, within 10 Working Days of the date of receipt of a valid order from the customer. This guarantee is not applicable to orders involving broadband, Broadband Talk, TV or mobile services. For details please see [www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/Pt8.1.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/Pt8.1.pdf)

No other minimum quality of service is guaranteed.

## **Deposits and Financial Guarantees**

In the case of the eir Mobile Service we can seek an Advance Payment and/or Deposit to enable you to Roam or to 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 to Roam or to access the Services or Third Party Services. We may set off such amounts against any amounts due by you to eir Mobile or any eir Group Company. For more information see [www.eir.ie/opencms/export/sites/default/.content/pdf/terms/Terms and Conditions of the eir Mobile Service.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/Terms and Conditions of the eir Mobile Service.pdf)

In the case of other eir Services eir may where it deems it appropriate, in the interests of proper credit management require security or advance payment in respect of any money, fees or Charge payable by a Customer in respect of any Service. For more information see [www.eir.ie/opencms/export/sites/default/.content/pdf/terms/general/eir\\_general\\_terms\\_and\\_conditions.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/general/eir_general_terms_and_conditions.pdf)

Please refer to your welcome email for details of the any deposits or advance payments applicable to your bundle/plan(s).

## **Dispute Resolution**

ComReg has a formal dispute resolution procedure which is applicable to complaints that remain unresolved for more than 40 working days. There is a €15.00 fee for this adjudication. For more information please see [www.comreg.ie/queries-complaints/broadband-phone/comreghelp/](http://www.comreg.ie/queries-complaints/broadband-phone/comreghelp/)

Under EU Regulations Consumers who have a complaint about goods or services purchased on-line have a right to refer their complaint to an independent dispute resolution agency which can be viewed here [ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN](http://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN)

## **Personal Data**

We may collect and process data for the following purposes depending on the service that you order

- Customer Billing Data
- Service and Account Management
- Marketing (where opted in)
- Technical Support
- Legal.

Further information, can be found here

[www.eir.ie/opencms/export/sites/default/.content/pdf/privacy/Learn-more-about-your-data.pdf](http://www.eir.ie/opencms/export/sites/default/.content/pdf/privacy/Learn-more-about-your-data.pdf)

## **Accessibility**

In the delivery of services to our customers we apply universal design principles that aim to serve all vision, hearing, mobility and dexterity requirements. For more information on specific accessibility measures, including 112 SMS, text relay, directory access, prepay top-up, equipment and plan advice, billing, authorised users, customer care and more, click here: [www.eir.ie/accessibility/](http://www.eir.ie/accessibility/)

## **Access to Emergency Services**

eir Broadband Talk enables you to use landline minutes both inside and outside your home through your smartphone, tablet or laptop. However, in the event of a mains power failure, the eir Broadband Talk service will not work and it will not be possible to make calls from your home phone (including emergency calls) unless the modem (and any phone reliant on a mains power supply) are supported by a back-up power supply. It is possible to purchase a battery back-up unit that keeps the voice service active for a time during mains failure. For more information please see [www.eir.ie/support/landline/eir-broadband-talk](http://www.eir.ie/support/landline/eir-broadband-talk)

## **Directory Entry**

You have a right to have your national directory preference recorded in respect of your phone number(s) as follows:

- Ex-Directory** Not available for Directory Enquiries and not in the On-Line Phonebook, or
- Listed** Available for Directory Enquiries and in the On-Line Phonebook, or
- Unlisted** Available for Directory Enquiries and not in the On-Line Phonebook.
- Third Party Telemarketing** Available to third parties to market to you.

**Appendix: Cancellation Request Form**

eir Customer Value Management  
eir Building  
Mount Agnes Road  
Churchfield  
Co. Cork

CUSTOMER NAME & ADDRESS  
(as they appear on your eir bill)

Date:

I am hereby exercising my right to cancel within the cooling-off period of my contract.

My account number is: \_\_\_\_\_

My telephone number is: \_\_\_\_\_

My mobile number is: \_\_\_\_\_

My email address is: \_\_\_\_\_

**If switching to another provider**

List Services you wish to switch:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If cancelling outright**

List your services(s) you wish to cancel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yours sincerely,

NAME