

# Contract and Consumer Rights Information – eir Mobile Prepay

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:** 1905

**Email:** eir.ie/contactus

## **Services**

Our prepay Simplicity plan includes calls, texts and data services. Customers can add one of a suite of offers to the plan which contain a choice of unlimited\* calls or data and/or calls and/or texts. Details of the various offers and associated roaming data and other fair use policies are set out below.

\*Unlimited minutes and text allowances where applicable are subject to a fair usage policy of 3,000 minutes per 14 or 28 day period for voice calls and 3,000 texts per 28 day period for text messages. Any usage exceeding these limits or calls that exceed the maximum duration of 60 minutes will be charged at standard rates.

No minimum quality of service is guaranteed.

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

To see estimated Mobile Internet speeds, click here: [www.eir.ie/ourmobilenetwork/](http://www.eir.ie/ourmobilenetwork/)

The broadband speeds that you experience can be affected by a number of external factors. 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).

## **Simplicity Offers**

Prepay customers on our simplicity plans can avail of the following suite of offers:

<b>Offer</b>	<b>Type</b>	<b>Price</b>	<b>Validity period</b>	<b>Roaming Fair Usage**</b>
Just Calls - Unlimited Any Network Minutes	More Included	€10	14 days	n/a
Calls+Data - Unlimited Data and Any Network Calls	More Included	€20	28 days	10.9 GB
Texts+Data - Unlimited Data and Any Network Texts	More Included	€20	28 days	10.9 GB
Calls+ Texts Unlimited Any Network Minutes and Texts	More Included	€20	28 days	n/a
Calls+ Texts+Data Unlimited Data and Any Network Calls and Texts	More Included	€30	28 days	16.3GB
Simply eir Mobile Talk Text and 100MB Data	Keep your Credit	€10	14 days	100MB
Simply eir Mobile Talk Text and Any Network Texts and 1GB Data	Keep your Credit	€20	28 days	1GB

\*\* 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.

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 Prepay Mobile		
Maximum Standard Rates (inc VAT)	Set Up	Per minute
Local & National	12c	39c
International (Landline)	N/A	€2.20
International (Mobile)	N/A	€2.20
Data	€1.99 per day for 100MB 2c per MB/€20.48 per GB thereafter	
SMS	15c	

### Premium Rate Numbers Subject to Regulated Pricing Conditions

#### 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.	

Further pricing information can be viewed at [www.eir.ie/group/pricing/](http://www.eir.ie/group/pricing/)

#### 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.

A roaming spend cap of €60 (inc VAT) is automatically applied to your account. When you reach 80% of your limit (i.e. €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.

## **Delivery**

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

In the case of mobile orders, the mobile devices will be dispatched by courier 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 courier 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 service please consult promotional material or in the case of premium SMS services, SMS messages from the service/content provider, which may contain contact details for the party providing customer care for the premium service. ComReg's Service Checker can also provide contact details. This as well as ComReg's Code of Practice can be viewed at [www.comreg.ie](http://www.comreg.ie). If you have difficulty identifying a premium number, we may be able to assist.

## **Contract Duration and Termination**

We may terminate Prepay Services if you fail to top up the Service by a minimum of €5.00 of purchased call credit at least once every 150 days, though for a further 30 days you will continue to receive incoming service. We will lift the suspension during this 30 day period if you top-up by a minimum of €5.00 using any top-up method. Thereafter and up to 13 months from the last top up with purchased credit we will lift the suspension if you contact customer care to top up by a minimum of €5.00 of purchased call credit. Upon expiry of the 13 month period we may unilaterally terminate this Agreement without notice to you. We will attempt to advise you of an impending suspension if you fail to meet the minimum requirement for applying call credit to the Services. If the Services have been suspended because of a failure to apply such a minimum top-up, eir Mobile will remove any credit remaining on your account after 240 days from the last top up with purchased credit. Additionally, if your account is terminated for any reason, you will lose any call credit remaining on your account at the time the Services are terminated, unless the Services are terminated as a result of a Move, in which case any remaining purchased call credit will be refundable to you, if claimed within 90 days of the Move. A prepay balance refund administration charge applies to such refunds.

## **Equipment Unlocking**

Prepay mobile phones supplied by eir are restriction for use on the eir network only. They can be unlocked subject to the total value of top-ups amounting to at least €120. For information on the procedure for unlocking your 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 delivered (the cooling off period).

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 1905 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)

## **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. 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)

## **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 accessed here

<https://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 usage/charges 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: <https://www.eir.ie/accessibility/>

## **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**

**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