

eir Cooling Off Period

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.

For mobile phones that are damaged beyond repair or for failure to return the phone: the relevant charge is 100% of the pre-pay value of the phone:

https://www.eir.ie/group/pricing/eir_mobile/

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:

https://www.eir.ie/group/pricing/eir_mobile/

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

You may use a Cancellation Form for this purpose. If you do not use the template Cancellation Form provided at the end of this document please ensure that all details requested in the Cancellation Form are provided with your request to cancel so that we can process the request.

To meet the cancellation deadline, it is sufficient for you to send your communication to us before the cooling off period has expired. In order to get a refund, you must return the goods to us within 14 days of cancelling unless eir has arranged to collect the goods from you.

Check List

Items that you must return when you are exercising your right to cancel within the cooling off period:

1. Phone tablet or modem (undamaged)
2. Clear all data form your phone, remove all passwords, switch off 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
3. Charger
4. Accessory
5. Battery
6. Any additional content that was included with your order must be included

Cost of returning the goods

You will be responsible for the cost of returning the goods to us unless:

- a) We arrange to collect the goods from you
- b) We delivered them you in error
- c) The product was damaged or defective at the date of delivery to you

You must take reasonable care of the goods 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 you pack the relevant items securely and that you should use recorded delivery service (such as prepaid post) to return any products to us.

Refund Policy

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.

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