

eir mobile Smartphone and SIM Only plans – Standard T&Cs – July 2018

1. The following terms and conditions of the eir mobile Smartphone and SIM Only 30 day plans (“the Plans”) are in addition to eir’s general terms and conditions of Service available at www.eir.ie/terms and conditions, and eir's Fair Usage Policy ("FUP") available at www.eir.ie and all constitute a legally binding agreement between eir ("we/us", "eir") and you ("you/the Customer"). In the event of any conflict between the eir general terms and conditions and these terms and conditions these terms and conditions shall prevail.
2. The Plans are available to new and existing customers of eir, (“New Customers”), who purchase these Plans. These Plans are subject to a minimum length of contract:
 - eir mobile essential (Smartphone) - 24 month minimum contract
 - eir mobile connect (Smartphone) - 24 month minimum contract
 - eir mobile complete (Smartphone) - 24 month minimum contract
 - eir mobile connect 30 day SIMO – 30 day minimum contract
 - eir mobile complete 30 day SIMO - 30 day minimum contract
3. eir sport just mobile red app is available on selected mobile plans only. See [here](#) for eir sport full terms.
4. In order to avail of the 4G Service, Customers must be using a 4G compatible handset and a 4G SIM. A List of 4G compatible handsets and applicable prices is as set out on eir.ie. Customers should note that the 4G Service is not available with Blackberry, Safesurf or APN Direct.
5. Customers can only avail of 4G Service when they are operating the service in areas in which the 4G coverage is available. eir displays a map which gives an indicative guide to those areas where 4G coverage is available and can be accessed by clicking [here](#)
6. When operating the service in a location where the 4G service is not available, 3G service will be provided.
7. If you are in a 4G compatible region, 4G speeds may vary depending on the number of other people using the network at once. As with other existing mobile phone services, coverage can change in tunnels, dips, cuttings, mountains and wooded areas.

Fair Usage Information

8. 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 for more info see eir.ie/pricing. Data allowances if available at the time of roaming can be used while roaming in the EEA subject to fair use limits where applicable. EEA 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 €7.38 per GB/€0.00721 per MB (based on Regulated rate of €6.00 per GB excl. VAT) will apply until the domestic allowance has been fully consumed. Standard domestic rates apply thereafter.

9. eir mobile complete (Smartphone) includes 600 international minutes and SMS to include all countries in bands 1-8, for more info see eir.ie.
10. eir mobile complete 30 day (SIMO) includes 200 international minutes and SMS to include all countries in bands 1-8, for more info see eir.ie.
11. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the Plans are excluded to the fullest extent permitted by the applicable law.
12. eir shall not be liable for any loss or damage, direct or indirect, howsoever arising from the Plans or for termination, withdrawal or amending any of the Plans.