

## Eligibility

The Network Guarantee is available only to new small business customers who (1) sign up to eir's standard mobile terms and conditions and (2) who join the eir mobile network on a Bill Pay handset plan on or after July 1<sup>st</sup> 2017.

eir reserves the right to amend or cancel the Network Guarantee at any time.

## Exclusions

The Network Guarantee is not available to customers who are:

- upgrading their handset;
- on a SIM Only 30-day contract plan;
- existing Prepay customers moving to Bill Pay;
- Mobile Broadband and FMS customers;
- Business customers on eir Business Corporate plans; or
- Pay As You Go customers.

The Network Guarantee applies only to eir mobile services. Fixed telephone, broadband and/or TV services are excluded.

## The Network Guarantee

Eligible customers experiencing coverage and/or connectivity issues when using the eir mobile network during the initial 30 days of service may avail of the Network Guarantee.

The 30 day period within which eligible customers may avail of the Network Guarantee is calculated as 30 days following receipt of a handset, or in the case of services, from the date the service was activated (the "Network Guarantee period").

If multiple handsets are purchased in one order and delivered separately, the Network Guarantee period expires 30 days from the date of the last delivery of a handset.

A customer wishing to cancel their eir mobile services within the Network Guarantee period may do so without incurring charges otherwise payable under section 2.2 of eir mobile's Terms and Conditions of service (<https://www.eir.ie/opencms/export/content/pdf/terms/eirmobile/TermsAndConditionsOfTheEirmobileService.pdf>). Customers may be liable for the payment of charges when cancelling eir mobile services after the Network Guarantee period has expired.

In the event that eir mobile services are cancelled by an eligible customer within the Network Guarantee period, the customer will remain liable for all service costs for up to 30 days, including the monthly cost of the customer's plan associated with the mobile plan and any out of allowance costs, roaming costs and / or premium rate calls incurred up to the date of cancellation of the mobile plan.

The Network Guarantee is only available where an eligible customer informs eir of their intention to cancel their eir mobile services and where any handset provided by eir is returned within 30 days of activation of the eir mobile service.

When availing of the Network Guarantee, eligible customers are entitled to a full refund on any handset purchased as part of a new connection to the eir mobile network. The Network Guarantee does not apply to customers who move to another mobile operator and take their mobile number, without informing eir in advance.

## Cancellation Process

*Retail Stores:*

To cancel your order before the expiry of the 30 day Network Guarantee period you must:

- return your handset in-store;

- inform an eir staff member of your request to cancel; and
- provide a store receipt of your purchase.

You must return the handset and request cancellation in the same store in which you signed your initial agreement with eir.

*On-line and Telesales:*

To cancel your order before the expiry of the 30 day Network Guarantee period, please call a member of our team on 1800 303 584 to inform us of your intention to cancel your mobile service, pursuant to these terms and conditions. You will need your original sales order number that you received at the time of purchase. We will send you out a prepaid envelope with everything you need to return your order to us.

To meet the cancellation deadline of the Network Guarantee, the handset must be returned to and received by eir within 30 days of service activation

*Returning the handsets:*

- You must take reasonable care of the handset until it is returned to us.
- eir is not responsible for the handsets while they are in transit.
- Handsets must be returned to and received by eir in their original packaging, in full working order and without any physical damage.
- Where handsets returned to eir following the cancellation of eir mobile services under the Network Guarantee are found to be damaged, the customer may be liable for any reduction in the value of the handset.

**Check List**

Items that you must return to eir if you are cancelling your eir mobile services under the Network Guarantee include:

1. Copy of your completed Cancellation Form (on-line and telesales only);
2. Original, undamaged handset with original packaging;
3. Charger;
4. Battery;
5. Any additional accessories; and
6. Any additional content that was included with your order.

It is your responsibility to ensure that all personal data is removed from the handset, including passwords. Switch off "My iPhone" (if applicable) and restore the handset to factory settings. Please remove your SIM Card from the handset and remove all data from the memory card supplied with your handset.

**Refund Policy**

eir will refund the original purchase price (less any discounts, diminished value/ services charges for the cancelled products or services) together with the delivery charge incurred when ordering, as soon as reasonably practical.

The cost of any additional accessories purchased in store will also be refunded upon return in-store.

eir is not responsible for the cancellation or associated costs of any mobile phone insurance policies.