

## €15 SIM Only Prepay Plan Contract Summary

<u>Name of plan:</u>  €15 SIM Only Prepay Plan	<u>Name of provider:</u> Tesco Mobile Ireland Limited  <u>Address:</u> Gresham House, Marine Road, Dun Laoghaire, Co. Dublin  <u>Address for complaints:</u> Tesco Mobile Ireland, Butlerstown IDA, Cork Road, Waterford  <u>Phone:</u> 1749 from your Tesco Mobile phone or on <a href="tel:+353089420000">+353 (0)89 420 0000</a> if you're calling from another network or from abroad  <u>Webchat:</u> Available on <a href="http://www.tescomobile.ie">www.tescomobile.ie</a>  <u>Email:</u> <a href="mailto:complaints@Tescomobile.ie">complaints@Tescomobile.ie</a>  Date: 21 December 2020
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### Contract summary

- This contract summary provides the main elements of this service offer as required by EU law.
- It helps to make a comparison between service offers.
- Complete information about the service is provided in other documents.

### Services and equipment

1. Unlimited calls to any network, Unlimited Tesco Mobile to Tesco Mobile texts, 15GB data and €15 plan credit is available to all customers that top up by a minimum of €15 in one go every 28 days.
2. Fair usage applies to Unlimited services - i.e. per 28-day period, up to 10,000 call minutes to landlines and mobile phones in the Republic of Ireland and while roaming in the EU, 3,000 Tesco Mobile to Tesco Mobile texts, 15GB of data to use in the Republic of Ireland and up to 12.2GB while roaming in the EU. Once you exceed the fair use limits, out of bundle rates apply. Offer excludes roaming outside of the EU, international calls, directory enquiries, premium rate, non-standard number and other non-geographic usage (other than calls to 1850, 1890, 0818 and 076).
3. To avail of the Offer, customers must top up by a minimum of €15 in one go every 28 days and maintain a positive credit balance to continue to receive the Offer. Excludes any promotional top up credit received in that 28-day period – as promotional or plan credit has a 28-day expiry period. When you top up by €15 in one transaction, a €15 charge will be debited from your credit and the Offer will activate. This €15 charge will apply each time you top up by €15 in one transaction. Following the activation, Tesco Mobile will apply €15 Plan credit to your account to spend on out of bundle services. There is no carryover of Offer benefits allowance following any 28-day period. This includes the €15 Plan credit which has a 28-day expiry. If you top up again before the end of the initial 28-day term by €15, then a new 28-day term starts, and the Offer allowances are re-set. This means you will lose any remaining allowances from the initial top-up as there is no carry over of allowances. If you need to top up again during your initial 28-day term, it is recommended that you top up by less than the minimum amount if you want to retain the Offer benefits i.e. €5, €10 this credit will be added to your main account credit (which is separate to the promotional plan credit applied by Tesco Mobile). If you fail to complete the

minimum top up before the end of a 28-day term, then you will lose the Offer benefits allowance and will be charged the standard rates for calls & texts and data (see Other Call Charges section within the following [www.tescomobile.ie/help-centre/Your-Plan](http://www.tescomobile.ie/help-centre/Your-Plan)). However, topping up by the required €15 in one go will again reactivate the Offer and give you 28 days of benefits. Unused Plan credit will expire after 28 days.

4. If you leave the Tesco Mobile network by porting your number to another network, you will lose any remaining allowance in your Offer and any remaining Credit will be forfeited. If your Service is suspended or terminated, you will lose any remaining allowance in your Offer. No refund for unused allowances or credit will be given.
5. No terminal equipment is provided under this contract.

### Speeds of the internet service and remedies

1. Information regarding our estimated maximum mobile internet speed in any particular geographical area is available on the mobile coverage map published on the Tesco Mobile website from time to time.
2. Our estimated maximum speeds are:
  - o 4G download 10Mb/s; 4G upload speed is 35% of download;
  - o 3G download 1Mb/s. 3G upload speed is 20% of download;
  - o 2G download is 59Kbps. 2G upload speed is 24kbps.
3. Mobile internet speeds can be affected by external factors including but not limited to: (a) the location of the user; (b) device capability (mobile phone, modem/dongle); (c) distance of user from the serving site; (d) number of users active on the site; (e) location of the device if using indoors; and (f) topographical issues that arise in the case of valleys, mountainous terrain, trees, buildings and other obstructions. In the case of indoor use, advances in building insulation can also negatively impact service and speed. Within this, there may be areas where you do not have access to all Services or where coverage is otherwise limited or unavailable.
4. In the event of any continuous or regularly recurring discrepancy between the actual performance of the Service and the speeds set out, the Customer shall be entitled to exit the Agreement without penalty where the relevant facts in relation to the actual performance of the Service are established by a monitoring mechanism certified by ComReg.

### Price

1. Applicable rates for Prepay are as follows:

Calls to landlines and mobiles within the Republic of Ireland	35c per min
Texts to all mobiles within the Republic of Ireland	15c per sms
Data usage outside of bundle	10c per MB

All chargeable calls to Irish landlines & mobiles outside of your allowance or in excess of fair usage policy will be subject to a call set up fee of 9c. A minimum of one minute will be charged, after which, per second billing will apply. For all data usage outside of your allowance, the charge on each session will be per MB with a minimum charge of 1MB.

2. For roaming rates on Tesco Mobile, please see: [www.tescomobile.ie/help-centre/international-roaming/roaming-rates](http://www.tescomobile.ie/help-centre/international-roaming/roaming-rates).

3. For international call rates on Tesco Mobile, please see: [www.tescomobile.ie/help-centre/international-roaming/international-calls](http://www.tescomobile.ie/help-centre/international-roaming/international-calls).
4. For other call charges on Tesco Mobile, please see: [www.tescomobile.ie/help-centre/your-plan/other-call-charges](http://www.tescomobile.ie/help-centre/your-plan/other-call-charges).

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

1. There is no minimum term applicable to Prepay services.
2. You may cancel and get a full refund (less the costs of return for online or phone sales) on your Mobile Phone / Device / Plan within 14 days of buying it ("the Cooling-Off Period") if: (i) all Equipment (to include any chargers or ancillary equipment supplied) is returned undamaged and the original packaging and contents are intact; (ii) you return or reimburse us for any free or discounted products, services, vouchers or coupons you received as the result of the purchase; (iii) the Customer shall remain liable for any Charges incurred prior to such cancellation; (iv) if you have bought a Mobile Phone / Device from us in a telecoms store, you can return it to that store within 14 days; (v) if you have bought a Mobile Phone / Device / Plan from us through our Website or over the phone i.e. completed a distant sales within the meaning of the EC (Consumer Information, Cancellation and Other Rights) Regulations 2013, you should complete our [Cancellation Form accessible here](#) Cancellation Form accessible here or available on our [website](#) or contact Customer Care for free on 1903. For such distant sales, the 14-day cooling off period starts from the date of delivery of the goods and or Services. You will be liable for the costs of return for online or phone sales unless the device is faulty; and (vi) if you return your Mobile Phone / Device / Plan within the Cooling-Off Period any Clubcard Points you received will be removed from your Clubcard account. For existing customers that choose to buy a new plan, please note, the right to cancel does not mean that you have the right to go back onto your old plan (as the old plan may no longer be available for sale).
3. We may end our Agreement at any time by emailing you and giving you 30 days' notice in writing.
4. We may also end our Agreement immediately if: (i) you breach any term of our Agreement and do not put it right within 7 days of our asking you to; (ii) you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your Account; (iii) you give us information about yourself which we reasonably believe to be false or misleading; (iv) you are the subject of bankruptcy or other insolvency proceedings, or you do not make a payment under a judgment of a Court or fine, or you make an arrangement with your creditors; and (v) we are no longer able to provide the Services to you despite making all reasonable efforts to do so.
5. Your Mobile Phone / Device may be locked to the Tesco Mobile Network. You must not insert another operator's SIM card into the mobile without an unlocking code (which is not your PIN code). We will on request provide an unlocking code after a qualifying period and/or for a fee. Failure to enter the correct unlocking code may result in your Mobile Phone / Device becoming permanently blocked. We accept no responsibility for Mobile Phone / Devices blocked in this way. Please review the following FAQ [www.tescomobile.ie/help-centre/Your-Plan](http://www.tescomobile.ie/help-centre/Your-Plan) which provides useful information in relation to the contract. This does not apply if you have purchased a SIM Card only and, at the time of purchase of the SIM Card, you are connected to a network other than the Tesco Mobile Network.

### **Features for end-users with disabilities**

1. Information in respect of features for end-users with disabilities is available on: [www.tescomobile.ie/about-us/accessibility.aspx](http://www.tescomobile.ie/about-us/accessibility.aspx).

## Other information

This contract summary (as required by EU law) is only a summary of the applicable terms and conditions, and the full set of terms are available and have been made available to you at: [www.tescomobile.ie/about-us/terms-and-conditions.aspx](http://www.tescomobile.ie/about-us/terms-and-conditions.aspx).

***Provision by Tesco Mobile of this Contract Summary to a customer does not mean that the customer is obliged to enter into a contract with Tesco Mobile***