# €10 Monthly SIM Only Bill Pay Plan Contract Summary

| Name of plan: | Name of provider: Tesco Mobile Ireland Limited |
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| €10 Monthly SIM Only Bill Pay Plan | Address: Gresham House, Marine Road, Dun Laoghaire, Co. Dublin<br><br>Address for complaints: Tesco Mobile Ireland, Butlerstown IDA, Cork Road, Waterford<br><br>Phone: 1749 from your Tesco Mobile phone or on +353 (0)89 420 0000 if you're calling from another network or from abroad<br><br>Webchat: Available on www.tescomobile.ie<br><br>Email: complaints@Tescomobile.ie<br><br>Date: 1 March 2024 |

## 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. 150 any network minutes, 150 any network texts and 5 GB of data, of which you can use up to 5 GB for EU data roaming under our fair use policy.
2. The following services are included in your allowance: calls or texts made or sent in Ireland or while roaming in the EU to: (i) standard Irish landlines; (ii) 08 numbers allocated to Irish mobile network operators; (iii) send or receive intra-Union calls or text messages (i.e. from Ireland to Irish mobiles and or while roaming in the EU); (iv) for the avoidance of doubt this includes EU to EU communications while roaming in the EU; (v) data usage in Ireland and or while roaming in the EU; and (vi) calls to 1850, 1890, 0818 and 076.
3. The following services are not included in your allowance: calls or texts made or sent in Ireland or while roaming in the EU to: (i) non-geographic numbers (other than calls to 1850, 1890, 0818 and 076) and free phone numbers; (ii) any number ranges which Tesco Mobile reasonably believes are being used for call forwarding services, onward calling services or numbers that pay a revenue share; (iii) premium rate and directory enquiries numbers where special charges apply; (iv) any chargeable texts you receive; (v) international calls or texts from Ireland (to EU or non-EU countries) or while roaming in the EU to non-EU countries; and (vi) some specific numbers or ranges of numbers which we designate from time to time and which are listed on our website.

4. Unused Plan allowances cannot be carried forward from one month to the next on any Plan. Existing customers transferring from one Plan to another will lose any accrued rollover allowance.
5. We may set a credit limit on your account until you have established a good payment history with us or if you fail to pay your account on time. We may increase, decrease or remove your credit limit without notice. If you exceed the credit limit we set, we may suspend any or all of the Tesco Mobile Services you use until you have made a payment to your account. You should not use the credit limit for budgeting as the amount you owe is not capped or limited by any credit limit we set. You may contact Tesco Mobile's Customer Care team on 1903 at any time to find out your then current credit limit and or modify the limit. See the following 'Your Credit Limit Explained' which provides further information as to how the credit limit is set www.tescomobile.ie/help-centre/Bill-Pay .
6. The value of your usage outside your Plan is limited by Tesco Mobile. The value at which this limit is set to is dependent on your billing payment history. You will be notified by text when you have reached 80% of this limit, and again at 100% of this limit. Upon reaching 100% of your limit your account will be restricted from making chargeable calls. When this happens you will need to call Customer Care and make a payment for the value of your usage to have the restriction lifted. Please note this can take up to 12 hours for normal service to be fully restored. TMI reserve the right to decrease a customer's credit limit without notice.
7. If you wish to make international calls or use our international roaming service we may ask you to demonstrate a satisfactory billing history. Unless otherwise stated, if you use your mobile phone abroad (outside of the EU) you will be charged for usage.
8. We will try and provide you with the Services at all times but due to the nature of mobile technology, Tesco Mobile is not in a position to guarantee or offer any minimum service levels. We will at all times use the reasonable skill and care of a competent Service Provider in providing the Services to you in accordance with and subject to our Agreement, but we shall not be responsible for any delay or failure to provide Services for reasons beyond our reasonable control. Service availability is subject to Network availability and certain Services require 3G and 4G enabled handsets – see our coverage map at www.tescomobile.ie/our-network/ . Some Services (e.g. media messaging) may only work with other compatible handsets and networks.
9. Access to 4G is strictly subject to a customer's handset 4G capability, 4G network coverage and plan. Services are dependent on a number of factors, see www.tescomobile.ie/help-centre/getting-started/service-information for further detail. See the General Terms and Conditions for information regarding Tesco Mobile's Internet Access Service – www.tescomobile.ie/about-us/terms/tcs-general.aspx .
10. Payment by direct debit required.
11. 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:
   - 4G download 10Mb/s; 4G upload speed is 35% of download;
   - 3G download 1Mb/s. 3G upload speed is 20% of download;
   - 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. Price per month, incl. VAT: €10.
2. Applicable rates for €10 30 day SIM plan from 2nd March 2020 are:

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| Calls to landlines and mobiles within the Republic of Ireland | 32c per/min |
| Texts to all mobiles within the Republic of Ireland | 14c per/sms |
| Data usage outside of bundle | 3c per/mb |

A minimum of one minute will be charged, after which, per second billing will apply. For all data usage outside of your allowance, each data session will be billed per MB with a minimum charge of 1MB.

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

## Duration, renewal and termination

1. Your Agreement runs on a month to month basis, unless you, the Customer, provide notice of your desire to terminate our Agreement.
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. You can end our Agreement by giving 30 days written or phone notice and no cancellation fees will apply.
4. We may end our Agreement at any time by emailing you and giving you 30 days' notice in writing. 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 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

Information in respect of features for end-users with disabilities is available on: 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 .

***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***