

The Legal Terms

The legal terms **you** need to know about **your** fixed line broadband and landline phone service.

Version 07 dated 3rd December 2020

Here's a brief summary of some key points which **we'd** like to bring to **your** attention, including how we may change a service, the **agreement** and the charges. They're a useful guide to the **agreement**, but aren't part of it. **you** should still refer to the terms and conditions below.

1. Our Network.

You can use **our network** to use the internet through **our broadband services** and to make and receive calls. If **you** have fibre **broadband services**, you can access the internet at even faster speeds. **We** will try to provide a high-quality **network** to **you** at all times. However, **we** cannot guarantee that **we** will always be able to provide the **services** due to reasons associated with services provided by other providers, technical limitations in fixed networks and physical/geographical limitations. **You** should check whether **you** live in a **service availability area** on **our website** before buying the **services**. The availability and quality of the **services** are affected by a number of things such as the number of people using the **network** and **your** location (see point 4.9 of the terms and conditions).

2. Minimum Term.

You will have to agree to stay with **us** for a minimum period of time which **we** call the **minimum term**. This **minimum term** will be agreed with **you** and **you** will have to pay a regular monthly charge for this which **we** call the **price plan charge**. **You** can find details of **your price plan charge**, **charges** for **additional services** and all other **charges** in **our price guide** which can be found on **our website**.

3. Renewals.

We want **our** customers to stay with **us**, but we don't have to give **you** a **renewal**. If **you** accept a **renewal** then a new **minimum term** will be agreed with **you** and **you** will have to pay the **price plan charge** for the rest of the new **minimum term** (see point 2.10 of these terms and conditions).

4. Annual Price Increase

Your charges include an annual increase by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) (ignoring any negative figures) plus ii) 3.9%. **We** will do this so the price increase takes effect on bills dated on or after 31st March in each year (see point 8.4 of the terms and conditions).

5. Changing the Terms and Charges.

We may change these terms and conditions or the **services**, **additional services** or **equipment**. If **we** do, **we'll** give you **written notice** when **we** can before the change takes effect (see point 2.16 of the terms and conditions). **You** agree that **we** can make these changes without getting Your permission to vary the **agreement** providing we keep to the procedure in point 2.16. **We** may also increase or decrease **our charges**. Some **charge** increases may give **you** the right to terminate the **agreement** without paying a **cancellation charge** (see point 9.4 of the terms and conditions).

6. Terminating the Agreement.

You can call **us** and give 14 days' notice to terminate the **agreement**. If **you** are moving to another provider, some providers will tell us that **you** are leaving **us** and **your agreement** will terminate on the date **your** services transfer to the other provider. Unless **we** tell **you** otherwise, **you** will have to pay a charge for ending the **agreement** early (before the end of the **minimum term**) which **we** call the **cancellation charge**. The **cancellation charge** is the total of the **price plan charges** for the remainder of the **minimum term**, less any discount **you** are entitled to (see points 9.1 to 9.3 of the terms and conditions).

7. Breaking the Agreement.

There are instances in which, because of something **you** do or do not do, **we** can **suspend** or **disconnect** You from the **services** and/or terminate this **agreement**. **You** may have to pay **us** a **cancellation charge** as a result. (See points 4.5 and 7 of the terms and conditions).

8. Equipment.

Unless **we** tell **you** otherwise, **we** will own any **equipment** provided to **you** by **us** until 14 days after activation of your **broadband service**. After that, **you** own the **equipment**. If **you** choose to cancel within the 14 days, **you** will be required to return any **equipment** received and may have to cover the cost of return (see points 2.4, 2.8, 2.9, 2.11 and 3.8 of the terms and conditions).

9. Billing.

We will make a bill available to **you** each month. This will be provided **you** to electronically. **You** will need to pay it by the date set out on it to make sure **your** service stays active (see point 5 of the terms and conditions).

10. Credit Limits.

We can set and change credit limits for **charges**. If **you** go over **your** credit limit, **your service** may be **suspended** (see point 2.15 of the terms and conditions).

11. Our liability to you.

There are certain circumstances in which **our** liability to **you** is limited or excluded (see point 6 of the terms and conditions).

12. Your Information.

Please refer to **our** privacy policy on **our website** at ee.co.uk/eeprivacycentre for full details on how **we** process **your** personal information.

13. These key points.

Remember that **we've** set out some of the key points of the **agreement** between **you** and **us**. They aren't a substitute for what the main **agreement** says, and if there's a clash between what the main **agreement** and what these key points say, then what the **agreement** says is right.

If **you** would prefer the terms and conditions in large print, on disk, or in braille, please call Our customer services team, whose details can be found on **our website**.

Terms and Conditions

Who We are: We're EE Limited, a company registered in England and Wales (company number 02382161); whose registered office is Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW (or any organisation that may succeed it as the assignee of this Agreement). This registered address may change from time to time. Details of our registered address can be found on **our website**;

1. Definitions

When **we** use the words below they have special meanings. These words are explained below. They are printed in bold wherever they have the special meaning given below:

"Account" means the account **we** have set up to record and bill **you our charges**;

"Activation Date" means the date on which **we** activate **your line**;

"Additional Service" means an optional or extra **service** not part of **your price plan**, for example, call plans, premium rate services, additional products and services added to **your price plan, content**, directory enquiry services and international services and/or third party services, and the charges for a **service** once any **allowance** is used up or where there is no **allowance**. **You** can find a full list and the terms and charges which apply in **our price guide** and **our** customer literature;

"Address" means if **you're a consumer**, the residential address in the UK at which **we** agree to provide the **services** to **you**. If **you've** registered with **us** as a business, it means the business address(es) in the UK at which **we** agree to provide the **services**;

"Age Restricted Services" any **services** or **additional services** which **you** need to be over a certain age to use;

"Agreement" means these terms and conditions between **you** and **us** for the **services** and **additional services** which **you** have chosen, plus the **price guide** and the **plan terms**;

"Allowance" means the amount and type of **services** made up of **units** which may be provided as part of **your price plan** or as part of any **additional service**;

"Broadband Service(s)" means the internet access **we** provide **you** with through either a standard ADSL or fibre optic connection. **You** will not have a fibre optic broadband service unless **we** have accepted **your** request for fibre optic broadband and installed it at **your address**;

"BT" means British Telecommunications Plc;

"Cancellation Charge" means the **charge** which is the total of the **price plan charges** for what is left of the **minimum term** and which is calculated as set out at point 9.2 and on **our website**;

"Charge(s)" means the **price plan charge** for the **services** **you** have subscribed to, call charges, charges for additional products or services connected to **your price plan** plus anything else **you** need to pay for under this **agreement**, the **price plan** or **our price guide**;

"Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;

"Content" means apps and/or other digital services **we** offer whether textual, visual, audio or otherwise, appearing on or available through the internet and/or **services** or **additional services**;

"Cooling-Off Period" means the period which starts the day after the **activation date** and ends 14 days later;

"Customer Support" means **our** customer support team which **you** can contact for free from **your phone service** if you have one, see ee.co.uk/help/contact-us for contact details including other ways to get in touch with **us**;

"Disconnect" or **"Disconnection"** means **us** stopping **your** access to the **services**;

"EE Group" means EE Limited Group (which includes EE Limited), its subsidiaries (as defined in the Companies Act 2006) and any parent undertakings (as defined in the Companies Act 2006);

"Equipment" means the high-speed wireless router device that **we** provide to **you** for **broadband services** and which allows **you** to access the **network**;

"Fibre Connection" means the fibre optic connection over which **you** receive the fibre **services** and which is necessary to receive fibre **broadband services**, including any **new fibre connection we** may install (see definition below);

"GSM Gateway" means a device which uses one or more SIM cards and allows the **services** to route or re-route to or from a fixed line telephone through a wireless link onto a mobile network;

"Line" means the line over which **you** receive the **services**, including any **new line we** may install (see definition below);

"Malware" means any manipulating program which modifies other programs and/or replicates itself, spyware, ransomware, viruses or any other unwanted programs;

"Minimum Term" means the minimum amount of time for which **you** agree to pay **us** the **price plan charge**;

"New Fibre Connection" means the installation of a new **fibre connection** to receive fibre **broadband services**;

"New Fibre Connection Charge" means a **charge** for **us** arranging the installation of a **new fibre connection**;

"New Line" means the installation of a new line to receive the **services**;

"New Line Charge" means a **charge** for **us** arranging the installation of a **new line**;

"Network" means the public switched telecommunications infrastructure used by **us** to provide **services** and any other type of communications system, whether operated by **us** or on behalf of another network operator;

"Ofcom" means The Office of Communications that regulates the telecommunications industry, including **us**;

"Payment Terms" means the terms by which **we** manage **your account** and the ways **you** pay the **charges** including any credit limit applied to **your account** and the date by which **you** should pay **your** bill;

"Phone Service(s)" means the telephone service that **we** provide **you** with through the **line**;

"Price Plan" means the package of **services we** have agreed to provide to **you**, and the **allowances we've** agreed to as part of **your** package;

"Price Plan Charge" means the monthly charge for **your price plan** (excluding any monthly recurring discount) ;

"Plan Terms" means the additional terms and conditions which apply to the **price plan we** have agreed to provide **you**;

"Price Guide" means a guide where **you** can see all **our charges** and which can be found on **our website**;

"Qualifying Recurring Discount" means a monthly discount on **your price plan charge** which is either aligned to **your minimum term** or is ongoing;

"Registration Details" means the personal or business information **you** provide upon registration for the **services** (or as updated in accordance with clause 10.4), including the billing address;

"Renewing", "Renewal" means entering into a new **minimum term** for a **price plan** at or after the expiry of **your** existing **minimum term** (or at any other time with permission);

"**Service(s)**" means a service provided to **you** by **us** which will include all or any of the following services as may be applicable to **you**: **broadband services**, **phone services** and TV services, and any other services that **we** may agree to provide from time to time and other terms and conditions for which are set out in the **price guide** and **plan terms**;

"**Service Availability Area**" means the geographic area in which **services** may be available, as specified by **us** in reliance on information from **our** supplier **BT**;

"**Start Date**" means the date that this **agreement** begins, which **we** will let **you** know about in writing;

"**Suspend**" or "**Suspension**" means **us** temporarily stopping **your** access to the **services**;

"**Broadband Speed**" means the download and upload speeds in terms of Mbps (millions of bits per second) or Kbps (thousands of bits per second) that data is transferred between the internet and **your** **equipment**;

"**Unit**" means a voice **unit** or data **unit**. On use, each voice **unit** may be automatically converted to one minute of a phone call and each data **unit** may be automatically converted to one Kilobyte;

"**Upgrading**" or "**Upgrade**" means entering into a new **minimum term** in return for the supply of new **services** and **price plan** (whether free of charge or on payment by **you**) at or after the expiry of **your** existing **minimum term** (or at any other time with **our** permission);

"**VAT**" means **value added tax**;

"**We**", "**Our**" and "**Us**" means EE Limited, a company registered in England and Wales (company number 02382161); whose registered office is Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW (or any organisation that may succeed it as the assignee of this Agreement). This registered address may change from time to time. Details of **our** registered address can be found on **our** **website**;

"**Website**" means **our** **website** at www.ee.co.uk;

"**Written Notice**" means sending **you** either (1) an email to the email address **you** gave with **your** **registration details** which may contain a cross reference to **our** **website** for further information; or (2) a text message to the mobile phone number **you** gave with **your** **registration details** which may contain a cross reference to **our** **website** for further information; or (3) a letter to the billing address **you** gave with **your** **registration details**. Where **we** notify **you** of a change by **written notice**, each may tell **you** that a change is going to happen and what that change is. **Our** **website**, letter or email will contain an explanation of why the change is happening and provide **you** with any relevant before and after information. For changes to **content** accessed through **our** apps or other internet-based platforms, unless **we** send **you** anything, **we'll** give notice by stating clearly on the app or internet-based platform what change will be made to the **content** available there; and.

"**You**" or "**Your**" means the customer who is a party to this **agreement**.

2. **Our Agreement – when it starts and how long it lasts**

2.1. This **agreement** starts on the **start date**, when **we** will have accepted **your** request for the **services**, which will be after:

- 2.1.1. **you** pass any credit check;
- 2.1.2. **you** pay **us** any deposit that **we** request;
- 2.1.3. **we** perform a check on whether **your** **address** is in a **service availability area**;
- 2.1.4. **we** check the **broadband speed** **you** might receive; and
- 2.1.5. **we** inform **you** of **your** Minimum Guaranteed Line Access Speeds.

- 2.2. **You** agree that **we** will begin setting up the **services** from the **start date**. If your **services** include a **phone service** **you** won't actually start receiving it until the **activation date**. After the **activation date** **we** will enable the **broadband services**:
- 2.2.1. if an engineer is required, on the date of the engineer visit as agreed with **you**; or
- 2.2.2. if no engineer is required, on a date notified to **you** when **you** request the **services**.
- 2.3. There may be unexpected delays in **your activation date** due to reasons over which **we** have no control, for example, where bad weather renders it hazardous to the health and safety of an engineer to attend a scheduled appointment or due to the technical limitations or faults of other providers supporting some parts of the **services** or **additional services** **we** provide. In a situation where the delay is a matter beyond **our** reasonable control and where **we've** acted with the reasonable skill and care of a competent telecommunications provider, **you** will not be entitled to a discount, as described at point 4.4 below, except where the delay causes **you** significant inconvenience.
- 2.4. **You** may cancel this **agreement** without having to pay the **cancellation charge** by calling **customer support** at any time up to the **activation date**. If **you** join through a distance sales channel (such as through telesales or online), **you** have a **cooling-off period** during which **you** may cancel **your agreement**. If **you** choose to cancel within the 14 days, please remember **you** are responsible for the cost of returning the **equipment** to **us**. **We** will refund **you** any amounts **you** have already paid for the **equipment**. **We** may make a deduction from **your** refund for the loss in any value of the **equipment** where that loss is caused by any unnecessary handling by **you**. This could include unnecessary use of the router. **You** may be charged the **plan price charge** and **charges** for **additional services** during the time **you** had the **equipment** and/or use of the **price plan**. These **charges** will be calculated on a pro-rata basis.
- 2.5. The **minimum term** starts on the **activation date**. Any cancellation after the **cooling-off period**, and before the end of the **minimum term**, will incur the **cancellation charge** (except as set out in points 2.8 and 9.4).
- 2.6. At the end of the **minimum term** this **agreement** will continue until terminated.
- 2.7. **You** may need a **new line** to receive the **services** and to pay the **new line charge**. **You** may need a **new fibre connection** to receive fibre **broadband services** and will need to pay a **new fibre connection charge**. We will tell **you** before the **start date** if **you** need a **new line** or **new fibre connection** and what the **charge** for this is.
- 2.8. If **we** reject **your** request for **service(s)** for any reason then **we** will tell **you**. If **we** reject **your** request but **your phone service** has already been installed and **you** incur call **charges**, **you** will have to pay those call **charges**. **You** will not have to pay the **new line charge**, or any **new fibre connection charge** or the **cancellation charge**. Where **equipment** has been provided to **you**, then **you** will need to return that **equipment** to **us** within 30 days. If **you** do not return the **equipment** **we** reserve the right to charge **you** a reasonable amount for the replacement cost of the **equipment** as set out in **our price guide**.
- 2.9. Subject to point 2.4 above, if **you** cancel the **services** or **we** are unable to provide them because of something **you** did, and **we** have already installed **your new line** or **new fibre connection**, **We** may charge **you** (or if already paid, not to refund **you**) the **new line charge** or **new fibre connection charge**, or part of it, where **we** have reasonably incurred costs relating to the **new line** or **new fibre connection**, including any call **charges** made on the **phone service**. **We** may also charge **you** the **cancellation charge**. If **equipment** has been provided, **you** will also have to return the **equipment** in accordance with point 2.8 above.
- 2.10. If **you** are **renewing** or **upgrading**, a new **minimum term** may apply but **we** will get **your** agreement to that first. **Your** new **minimum term** will start from the date that **your** new **service** has been activated or in the case of a **renewal** it will start when the **renewal** is agreed with **us**. **We** don't have to provide **you** with a **renewal** or **upgrade** and **we** don't have to allow **you** to change **price plan**.
- 2.11. If **you** **upgrade** through a distance sales channel (such as through telesales or online), **you** get a **cooling off period** during which **you** may cancel **your agreement**. If **you** choose to cancel within the 14 days, please remember **you** are responsible for the cost of returning to **us** any new **equipment** **we** have provided **you** with. **We** will refund **you** any amounts **you** have already paid for the **equipment**. **We** may make a deduction from **your** refund for the loss in any value of the **equipment** where that loss is caused by any unnecessary handling by **you**. This could include unnecessary use of the router. **You** may be charged the

plan price charge and charges for **additional services** during the time **you** had the **equipment** and/or use of the **price plan**. These charges will be calculated on a pro-rata basis.

- 2.12. If **we** allow **you** to **upgrade** before the end of the current **minimum term** and **you** later decide to cancel your **upgrade** within the **cooling-off period** (as set out in 2.11 above) **we** will put you back on **your** original **price plan** at the same point in **your** previous **minimum term**.
- 2.13. If **you** are moving and want to take your services with **you**, please call Customer Support and check that **your** new address is in a **service availability area**. **We** do not have to accept **your** request. If **we** accept **your** request to move the **services**, and **you** need a **new line** or **new fibre connection** at **your** new address, **we** will terminate **your** current **services** and the **services** will need to be reconnected and **you** will need to agree to a new **minimum term** and pay the **new line charge** and/or the **new fibre connection charge**. **We** will get **your** agreement before we do this. Please see **our price guide** for all moving administration and set-up costs.
- 2.14. **We** may set and change credit limits for all **charges**. **We** can **suspend your** access to the **services** if **your** limit is exceeded, but note that charges are not capped at any limit. A credit limit should not be relied upon as financial bar or accounting tool.

2.15. **Changes to Our Agreement**

2.15.1. A copy of **our** current version of these terms and conditions will be on **our website**. **We** can change the terms of this **agreement**. For instance if **we** want all customers on the same conditions; we need to make administrative changes to **our** registered name, address or contact details; or where any (or any part of) the **services**, **content** or **equipment** is withdrawn or changed by **us** or third party providers. **We** will tell **you** about the change before, explained as follows:

2.15.1.1. if the change doesn't significantly disadvantage **you**, **we** will send **you written notice** 30 days before the terms and conditions are due to change. After 30 days the new terms and conditions and/or the change will automatically apply to **you**;

2.15.1.2. if the change does significantly disadvantage **you**, **We** will send **you written notice** 30 days before the terms and conditions are due to change. After 30 days the new terms and conditions and/or the change will apply to **you**, unless **you** contact **us** to terminate this **agreement** with **us** before the 30 days has run out. If **you** do this **you** won't have to pay any **cancellation charge** that would otherwise apply, see point 9.4.3; or

2.15.1.3. **we** can change these terms and conditions if **we** need to because of new laws or rules or where OFCOM or any other regulatory body make us. **We** will try to give **you** 30 days' **written notice** if **we** have to do this. The new terms and conditions will automatically apply to **you** once any notice period that **we** are able to give **you** has run out.

3. Availability and Installation

- 3.1. To receive the **services** the **address** needs to be within the **service availability area**.
- 3.2. If any equipment needs to be installed, for example a **new line**, or if an engineer is needed to activate your **broadband service** **we** will agree a date with **you** for each visit which may not be on the same day. **You** must let us in to your home if necessary.
- 3.3. **We** can only install the **equipment** if someone over 18, who can make decisions about where and how **we** install it, is at the **address**.
- 3.4. **You** will need to let our engineers into the **address** to carry out the installation of the **new line**, or complete any construction required to install fibre **broadband services**. **You** will need to get permission from anyone necessary for **us** to install the **services** (such as **your** landlord) before the engineer visit. **You** will also need to make sure the **address** is free from any obstacles which may prevent installation. **We** may charge **you** for an engineer visit as set out in the **price guide** if:

- 3.4.1. **you** cancel the engineer visit and don't give **us** at least 48 hours' notice;
- 3.4.2. **you** haven't made arrangements for **our** engineer to access the **address**;
- 3.4.3. **we** can't install the **services** because **you** haven't got the necessary permission;
- 3.4.4. **you** prevent the engineer from carrying out the installation or there isn't someone over the age of 18 present; or
- 3.4.5. the engineer has to perform additional and/or unexpected services to set up the **services** or supply additional equipment. **We'll** explain what is needed and the cost of performing those services or obtaining additional equipment before carrying out the work.

We'll apply additional engineer charges to **your** next bill.

- 3.5. **We** may not be able to install fibre **broadband services** where extensive construction is needed. If **our** engineer decides that the installation will require extensive construction or changes, **we** may cancel **your** request for **services** and refund any **charges**. If **we** can't install fibre **broadband services** **we** may, at **our** discretion, offer **you** standard ADSL **broadband services** instead, but **you** are not obliged to accept that offer.
- 3.6. When fibre is being installed, **we** will need to disconnect **your phone service**. During this time, **you** will not be able to make (including emergency services) or receive any calls. If **you** have any internet connected devices it is **your** responsibility to make suitable arrangements for any period of disconnection.

Equipment

- 3.7. **You** will need to supply the following equipment **yourself** for use with the **services**:
 - 3.7.1. for **broadband services** **your** own compatible device such as a computer or any other device capable of receiving the relevant **broadband service**; and
 - 3.7.2. for **phone services**, **your** own suitable telephone.
- 3.8. **You** may get **equipment** from **us** directly when **you** take out a **price plan**. Unless **we** tell **you** otherwise, or **you** get **equipment** under a finance agreement, **we** will own any **equipment** provided to **you** by **us** until 14 days after activation of **your broadband service**. After that, **you** own the **equipment**.
- 3.9. **We** will deliver the **equipment** to **your address**. **You** must:
 - 3.9.1. follow any instructions, safety and security procedures which apply to the **equipment**, including as may be set out in the **plan terms**; and
 - 3.9.2. inspect the **equipment** immediately and telephone **customer support** within 14 days of delivery to report any damage, faults or missing items.
 - 3.9.3. If **we** have told **you** that **we** will retain ownership of the **equipment** the **equipment** must be returned to **Us** once this **agreement** ends. **You** may have to cover the cost of returning the **equipment**. If **you** fail to return the **equipment**, **we** may charge **you** as set out in the **price guide**.
- 3.10. Please contact **customer support** for any queries or technical support relating to **your broadband service**.
- 3.11. Provided **you** followed the operating instructions and didn't cause the fault, **we** will either repair or replace faulty **equipment** in line with **your** statutory rights.

4. Our Services

- 4.1. **We** will always try and provide **you** with the **services** and **additional services**, using reasonable skill and care that would be expected of a competent communications provider, but sometimes they may be unavailable or interrupted by:
- 4.1.1. the technical limitations or faults of other providers supporting some parts of the **services** or **additional services** we provide. (These problems are usually outside of **our** control but **we** will do **our** best to fix issues, however **we** cannot guarantee that they will be fixed by these providers); or
 - 4.1.2. maintenance, faults, upgrades or an emergency; or
 - 4.1.3. things like the weather or the number of people using the **network**.
- 4.2. Where there is disruption to the **network**, for example issues with **network** coverage, speed or other aspects of **your service** or **additional service** (including disruption described at point 7.1.1) **you** must let **us** know by calling **us**. **We**'ll investigate and take steps to resolve the disruption reported. **You** may be entitled to a discount as set out at 4.4 below, depending on the nature of the disruption **you** experience. In addition, **you** may also have legal options, for example the right to require **us** to fix the problem, or the right to a refund under the Consumer Rights Act 2015. For more information about these rights, visit adviceguide.org.uk
- 4.3. **We** will try to repair any failures in the **services** or **additional services** remotely. **We** may send an engineer to the **address** to fix a failure or problem in the **services**. **We** may charge **you** for this if the fault was caused by something **you** or someone at **your address** did.
- 4.4. **We** will pro-rate **your** monthly **price plan charge** by up to 100% where there is a severe disruption to the **services** due to **our** failure to perform the **services** in accordance with this **agreement** and this impacts **your** usage of the **services**.
- 4.5. The **services** and **additional services** are made available to **you** provided that **you** also comply with the following conditions, which are an essential part of this **agreement**:
- 4.5.1. the **services** or **additional services**, are not used for anything unlawful, immoral or improper, whether **you're** acting alone or in collusion with anyone else;
 - 4.5.2. whether **you're** acting alone or in collusion with anyone else, **you** are not permitted to use the **services** or **additional services**, whether manually or automatically, for any direct financial gain, revenue share or benefit in kind, including where **your** financial gain has resulted from the termination charge payable by **us** for calls on **our** own **network**;
 - 4.5.3. the **services** or **additional services** are not used to make offensive or nuisance communications in any form, including to **our customer support** team;
 - 4.5.4. the **services** or **additional services** are not used to send, receive, upload, download, or otherwise make possible any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or unlawful in any way;
 - 4.5.5. **you** do not send or help to send any unsolicited advertising or promotional material;
 - 4.5.6. **you** do not do anything which might have a negative effect on **our** systems, networks, servers, brand, reputation or security, other customers' services or equipment, other customers' security or any other person's or business's systems, networks or security.
 - 4.5.7. **you** give **us** all information **we** reasonably ask of **you**;
 - 4.5.8. **you** follow any reasonable instructions **we** give **you**;
 - 4.5.9. **you** must not allow anyone else (other than someone authorised by **us**) to add to, change or in any way interfere with the **equipment**;
 - 4.5.10. The **services**, **additional services** and **equipment** must only be used at the **address**.

- 4.5.11. the **services** and **additional services** are used only in accordance with **our** and other networks' policies for acceptable use, including relevant internet standards;
- 4.5.12. **you** comply with any fair use policy applicable to **your** use of the **services** and **additional services** and if **you** don't, **you** comply with any reasonable instructions that **we** give **you** so that **you** can continue to use the **services** and/or **additional services**;
- 4.5.13. **you** comply with any **plan terms** applicable to **your price plan**;
- 4.5.14. **you** must not sell or attempt to sell **our network** or the **services** or **additional services** to any third party without written agreement from us;
- 4.5.15. **you** must not operate, whether directly or through a third party, any device to route or re-route voice, data or other services on, from or to the **network**, including but not limited to:
 - 4.5.15.1. a GSM Gateway, commonly known as a 'SIM box',
 - 4.5.15.2. a device used to forward or divert services with the intention of reducing **your** charges for that call, or
 - 4.5.15.3. illegal repeaters (a device to boost coverage which is unlicensed);

Unless we have provided it to **you** or given **you** permission to do so;
- 4.5.16. **you**, or anyone who uses the **services** or **additional services**, must not damage the **network** or put the **network** at risk, or abuse or threaten **our** staff;
- 4.5.17. any information **you** give to **us**, on which **we** may rely in making decisions about us providing **services** or **additional services** under this **agreement**, must be true at the time **you** give it;
- 4.5.18. **you** must give **us** any deposit or extra deposit that **we** reasonably ask for;
- 4.5.19. **you** comply with any requirement of **ours** to set up an online account for billing purposes;
- 4.5.20. **you** must not access any **age restricted services** unless **you** are older than the required age. If **you** are allowed to access **age restricted services**, **you** must not show or send content from the **age restricted services** to anyone younger than the specified age; and
- 4.5.21. by using the **services** and **additional services** **you** agree to **us** copying and/or modifying images or information **you** have created where such copying and/or modification is carried out for the purposes of transmission. This also applies where **you** use our apps or internet-based platforms.

Broadband Service

- 4.6. The **broadband service** gives **you** the ability when using a compatible device and the **equipment** to access the internet at the speeds advised to **you** at point of order.
- 4.7. **We** may have to do things to manage **our network** in order to protect it for the use of all of **our** customers. **We** may therefore apply traffic management controls from time to time. Those controls may vary:
 - 4.7.1. depending on **your** geographic area and the location of **your** exchange; or
 - 4.7.2. if **you** have fibre **broadband services**.
- 4.8. Details of **our** current policy are on **our website** at ee.co.uk/homekfi. **Your plan terms** and the **price guide** may also contain information about **your allowances** (such as how much data **you** can use or how many calls **you** can make) and what **we** might do if **you** go over **your allowance**, including but not limited to, moving **you** to a higher **price plan** if **you** go over **your allowance**. **we** will give you reasonable **written notice** before **we** change **your price plan**.
- 4.9. **Your broadband speed** may be affected by a range of things, including, but not limited to, the following:

- 4.9.1. the operational and technical characteristics of **your line** and **your** distance from the exchange;
- 4.9.2. **your address** location;
- 4.9.3. any change **you** make or deterioration in the **equipment**;
- 4.9.4. whether **you** have fibre **broadband services**;
- 4.9.5. the time of day at which **you** use the internet; and
- 4.9.6. **our** traffic management policies which can be found on **our website** (see also points 4.6 and 4.7).

Phone Service

- 4.10. If **you** take a **phone service** from us and are transferring a phone service from an existing provider, **we** will transfer **your** existing telephone line to **our network** where possible. If you take a **phone service** from **us** **you** can also take **your** telephone number to another network operator when **you** leave **our network**.
- 4.11. **You** do not own the telephone number used for the **phone service**, it is licensed to **us** by Ofcom. **We** can change the telephone number if **we** are required to do so by law, regulation, or under the terms of any supplier agreement that affects the supply of the **services** or **additional services**. **We** may do this immediately for regulatory reasons. **We** will give **You** at least 3 months' prior notice for any other reason.
- 4.12. **You** can use the **phone service** to contact the emergency services for free by calling 999 or 112. **Your** location information will be provided to the emergency services. The location used will be the address that **you** have registered with **us**.
- 4.13. If **you** are transferring the service from an existing provider and not taking a **phone service** with **us** **you** will lose **your** telephone number.
- 4.14. If **you** do not take a **phone service** your **line** will not have a dial tone and you will not be able to make or receive calls. You should ensure that you have an alternative way to contact the emergency services.

5. Charges

- 5.1. The **price plan charge** will apply from the **activation date**. **You** must pay the **charges**, which will change each year in line with point 8.4, whether or not **your allowance** or the **services** or **additional services** are used by **you** or by someone else with or without **your** permission. Remember, **our** contract under this **agreement** is with **you**, and not with other people who may live or work at the **address**.
- 5.2. **We** will make the bill for **your account** available to **you** every month by either by email or through **your** online **account** and **we'll** take payment by Direct Debit. **You** must pay **your** bill by the date set out on it.
- 5.3. If **you** haven't used all of the **allowance** by the time **we** bill **you**, it will run out and **your allowance** will then start again on each monthly bill date. On **your** bill, **we** may include the "per **unit**" cost for **your allowance** to help **you** understand the value **you're** getting from **your price plan**. **Additional services** may be charged in arrears or in advance, as set out in **our price guide**. Other **charges** are for the month just passed and any earlier time if not previously charged for.
- 5.4. Any recurring discount on a **price plan charge** or an **additional charge** **we** give you will end on the earlier of one of the following events:
 - 5.4.1. when the period for which the discount was advertised comes to an end (e.g. a discount for the first 6 months of **your price plan** only); or
 - 5.4.2. when **your minimum term** comes to an end; or
 - 5.4.3. when **we** provide **you** with a **renewal** or **upgrade**; or

- 5.4.4. where **you** have a **price plan charge** discount because **you** have another agreement with **us**, for example a pay monthly mobile agreement, then **you** terminate either this **agreement** or the agreement for that other service .
- 5.5. For **consumers**, all **our charges** are inclusive of VAT. If **you** are not a **consumer**, VAT will be added to all invoices at the relevant rate where applicable.
- 5.6. If the payment fails or is late, **we** will charge **you** the late payment **charge** set out in the **price guide**. **We** won't ask **you** to pay this **charge** if **you** make a part payment as described in point 5.7.2 below. **You** will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from **you**.
- 5.7. If **you** don't pay a bill by the date set out on it **you** will have broken an important condition which is an essential part of this **agreement** and this will mean that **we** can **suspend** and/or **disconnect** in full or in part any of the **services** or **additional services** and/or terminate this **agreement** immediately. **We** may also charge **you** a **cancellation charge** except where:
- 5.7.1. **You** have a genuine dispute with **us**; and
- 5.7.2. before the date by which **your** bill must be paid, **you** have given **us** **written notice** setting out the details of **your** dispute, including the amount of **your** claim against **us** and the amount **you** intend not to pay. If the amount **you** intend not to pay is less than the total amount **you** owe **us** then **you** must pay the the amount that **you** agree **you** owe by the date set out on the bill. If **you** don't, then **we** can terminate this **agreement** immediately. **Your** right to withhold payment will end once **we** send **our** response, which will be reasonable and take into account all relevant law, regulation and circumstances. **You** may have the right to take **your** complaint to the Ombudsman Services dispute resolution scheme.
- 5.8. **Our** rights set out in here are in addition to any other legal rights **we** may have against **you**.
- 5.9. **You** may have to pay additional **charges**, the amount of which is set out in **our price guide**, for example: the **charge** to reconnect **you** to the **services** (see point 7.8).
- 5.10. **You** are responsible for all **charges** applied to **your account**, including all call charges made from the **phone service**.
- 5.11. **We** can change **payment terms** for any good reason, for instance, if **you** do not pay a bill by the date set out on it. **We** may not be able to tell **you** before **we** do.
- 5.12. **You** may be required to pay a deposit (or an extra deposit) as security for the **charges** if **we** have a good reason to need it, for example, if **we** raise **your** credit limit.
- 5.12.1. This may be payable before the **start date** or at any time during this **agreement**.
- 5.12.2. **We** can keep the deposit until the **agreement** ends. **We** will return it when **you** pay **us** everything **you** owe.
- 5.12.3. **We** will not pay interest on deposits.
- 5.12.4. **We** can use **your** deposit to pay what **you** owe except where **you** have followed the process for disputed **charges** outlined at point 5.7.2 above. If **you** don't pay the undisputed amount by the date of **your** bill or tell **us** not to use any deposit to pay the disputed amount, then **we** will use any deposit or any credit on **your account** to pay the disputed sum.
- 5.13. **Charges** for calls on the **phone service** to numbers outside of those included in **your allowance**, such as premium rate numbers, are set out in the **price guide**.
- 5.14. **We** may use credit reference agencies to help **us** make credit decisions or for fraud protection. You agree that **we** may register information about **you** and the conduct of **your account** (for example whether **you** pay **your** bills on time) with any credit reference agency or CIFAS (the UK's fraud prevention service). Information about **you** and the conduct of **your account** may be disclosed to financial institutions and other companies for the purpose of fraud prevention and credit management. Such information may also be

passed to debt collection agencies for debt collection purposes. Sometimes if there is insufficient information to enable **us** to make a credit decision, **we**, and **our** credit reference agencies, may also use information about other people financially linked to **you** (such as spouses, partners, family members, household members).

6. Our Liability to You

- 6.1. **We** are only liable to **you** as set out in this **agreement**. **We** have no other duty or liability to **you**.
- 6.2. Nothing in this **agreement** removes or limits **our** liability for death or personal injury caused by something **we** have done or failed to do or for any fraudulent misrepresentation **we** may have made to **you**.
- 6.3. Except as set out in points 6.1 and 6.2, **our** total liability to **you** for something **we** or anyone who works for **us** does or does not do will be limited to £10,000 for all incidents under this **agreement**.
- 6.4. If **you** are not a **consumer**, **we** are not liable to **you** in any way for any loss or damage that was not reasonably foreseeable at the time **you** entered this **agreement**. This includes but is not limited to loss of income; business; anticipated savings (meaning costs **you** expected to avoid by using the **services** and/or **additional services**) or anticipated profits, loss of property or loss of use of property.
- 6.5. If **you** are a **consumer**, **we** are not liable to **you** in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time **you** entered this **agreement**.
- 6.6. **You** must tell **us** about any claim as soon as reasonably possible.
- 6.7. **We** are not responsible to **you** if **we** cannot carry out **our** duties or provide **services** or **additional services** because of something beyond **our** control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, strikes or other industrial action.
- 6.8. **We** will not be responsible for any harm **you** suffer from **malware** on any device **you** use with the **services** or **additional services**, if it was transmitted via the **services**, **additional services** or otherwise. **You** remain responsible for all **charges** applied to **your** accounts for the use of any **services** or **additional services** activated by such **malware**.
- 6.9. This point 6 will apply even after this **agreement** has been terminated.
- 6.10. **We** accept responsibility for physical damage to or loss of property which directly results from us breaking this **agreement** or negligence up to an total of £100,000. This total limit shall apply to all **services** and **additional services** **you** have with **us**.

7. When we may Suspend, Disconnect or Terminate the Services

- 7.1. **We** may **suspend** the **services** and **additional services** without letting **you** know if:
 - 7.1.1. the **network** breaks down or needs maintenance. **We** will try to make sure this does not happen often; or
 - 7.1.2. **you** exceed **your** credit limit, see (see point 2.15); or
 - 7.1.3. **we** reasonably believe there is fraudulent use of a payment card in relation to **your account**.
- 7.2. **We** may **suspend** and/or **disconnect** the **services** and/or **additional services** or part of the **services** and/or **additional services** and/or terminate the **agreement** without warning:
 - 7.2.1. if **you** or anyone who uses the **services** or **additional services** break this **agreement** or any other agreement with **us** or a member of the EE Group;
 - 7.2.2. **you** don't pay any bill by the date set out on it;

- 7.2.3 **you** fail to comply with any of the points in point 4.5;
- 7.2.4 **you** cancel **your line** for any reason before the end of the **minimum term**, or the **line** which **you** currently use that is provided by a different supplier is unable to operate normally to receive the **services** or **additional services**;
- 7.2.5 any step is taken to make any kind of arrangement that would compromise **your** liability to pay **your** debts and/or if **you** are an individual and **you** are unable to pay **your** debts or if any step is taken to make **you** bankrupt; and/or if **you** are a company or other organisation and **you** become unable to pay **your** debts (within the meaning of section 123 of the Insolvency Act 1986) or any step is taken to appoint an administrator, liquidator (for a reason other than solvent reorganisation), or receiver over **you** or any of **your** assets. **We** can also terminate this **agreement** if something similar (in any country) happens or if **we** think any of these things may happen; or
- 7.2.6 **we** reasonably suspect fraudulent use of the **network** and/or **services** or **additional services** based on any and all data available to **us**.
- 7.3. If **we** terminate this **agreement** for any reason given under point 7.2, **you** must pay **us** everything that **you** owe, including any **cancellation charge**.
- 7.4. **We** can terminate this **agreement** if any licence of **ours** (or any supplier such as **BT**) to run the **network** is ended. However, as described in point 9.4.1, **you** won't have to pay a **cancellation charge**.
- 7.5. **You** must pay all **charges** during any period of **suspension** or **disconnection** unless **we** decide otherwise.
- 7.6. If **your line** is **disconnected** for any reason, **you** will automatically lose **your** connection to all **services** and **additional services**.
- 7.7. The rights that **we** have under this point 7 are in addition to the other rights that **we** have to **suspend** and/or **disconnect** the **services** and/or terminate this **agreement** as set out in this **agreement**. If **we** reasonably **suspend** or **disconnect** the **services** because of something **you** did or didn't do, and the **services** are **suspended** or **disconnected** for more than 60 days, **you** may have to pass a credit check to reconnect the **services**.
- 7.8. Following a period of **suspension** or **disconnection**, **we** can charge to reconnect **you** to the **services** except where something in point 7.1.1 happened. **We** can change **your payment terms** as a condition of reconnection.

8. Changing Charges & Services

- 8.1. **We** can lower any **charge** at any time without telling **you** beforehand, although **we** will try to tell **you** if **we** can.
- 8.2. **We** can suspend, change, increase the price of or withdraw part or all of the **additional services** on giving customers who regularly use those **additional services** a reasonable period of **written notice**. The change will then apply to **you** once that notice has run out.
- 8.3. **We** can suspend, change, increase the price of or withdraw **your price plan** or **allowances**. **We** will give **you written notice** 30 days before **we** do so. The change will then apply to **you** once the 30 days has run out. **You** may have a right to terminate this **Agreement** without paying a **cancellation charge** if **we** do this, see point 9.4.
- 8.4. **All your charges** (including the **price plan charge**) include an annual price increase (rounded up to the nearest whole pence), which will be calculated by multiplying the **charges** individually by i) the annual percentage increase in the Consumer Price Index (CPI) published by the Office for National Statistics (ignoring any negative figures) plus ii) 3.9%. The increase will take effect on bills dated on or after 3st March in each year and use the December CPI figure which is published in January of that year. If the CPI figure is negative, **we** will only increase the **charges** by 3.9%. The change to **your charges** as a result of

this annual increase will not give **you** the right to terminate this **agreement** without paying a **cancellation charge**.

- 8.5. The annual increase referred to in point 8.4 above, will be calculated taking into account any **qualifying recurring discount** which may be on **your account** at the same time.
- 8.6. **We** can also change other one-off **charges** set out in **our price guide** from time to time.
- 8.7. **We** can increase **your price plan charge**, or any other **charges**, if **we** are required to do so as a result of any new legislation, statutory instrument, government regulation or any new taxation which legally **we** need to pass on to **you** (for example, if there's a VAT increase).

9. Your Rights to terminate this agreement

- 9.1. Subject always to point 9.2, **you** can terminate **your agreement** in one of the following ways:
 - 9.1.1. if **you** want to terminate **your agreement** because **you** no longer require the **services** and **additional services** and **you** are not switching to a new provider straight away, **you** must give **us** at least 14 days' notice to terminate this **agreement** by contacting **customer support**. **Your agreement** and the **services** and **additional services** will terminate once this notice period expires, although **you** are free to change **your** mind and contact **us** to withdraw **your** notice to terminate the **agreement** at any time before the notice period is up; or
 - 9.1.2. if **you** are switching to another provider which can provide broadband services on **your** existing **line**, **your** new provider should contact **us** to let **us** know that **you** are switching. **We** will treat this as notice from **you** that **you** are terminating this **agreement** and **your agreement** will end on the date that the service transfer to **your** new provider is completed. If **your** new provider does not notify us that **you** are switching, **your agreement** and the **services** and **additional services** will continue; or
 - 9.1.3. if **you** are switching to another provider who cannot provide services on **your** existing **line**, **you** must give **us** at least 14 days' notice to terminate this **agreement** by calling **customer support**.

Call **us** on 0800 0798586 for more information on switching to another provider.

- 9.2. If **you** terminate this **agreement** within the **minimum term**, **you** will have to pay **us** a **cancellation charge**. If a **cancellation charge** is due, it is calculated as follows:
 - 9.2.1. the sum of all outstanding **price plan charges** for the remainder of **your minimum term**, factoring in any recurring monthly discount to which **you** are entitled, calculated at a daily rate;
 - 9.2.2. minus **VAT** at the prevailing rate, where applicable;
 - 9.2.3. minus costs **we** save as a result of **you** leaving early, such as wholesale costs where applicable;
 - 9.2.4. minus a further 4%;
 - 9.2.5. reduced by any credit on **your account**; and
 - 9.2.6. with **VAT** at the prevailing rate added onto that final amount.
- 9.3. **You** will be responsible for all **charges** up to and including the date that this **agreement** terminates. It is **your** responsibility to ensure that after payment of the final bill **your** Direct Debit is cancelled.
- 9.4. A **cancellation charge** won't apply if **you** are within the **minimum term** and:
 - 9.4.1. **our** entitlement to operate the **network** ends at any time;

- 9.4.2. **we** terminate the **agreement** immediately by giving **you written notice** because **your** telephone line is not technically capable of receiving a **service** to which **you** have subscribed and **you** have complied with **our** reasonable instructions to try and fix the problem; or
- 9.4.3. the change that **we** gave **you written notice** of in points 2.16.1.2 or 8.3 significantly disadvantages **you** and **you** give **us** notice to immediately cancel this **agreement** before the change takes effect; or
- 9.4.4. **we** have given **you written notice** of an increase in the **price plan charge** (other than an increase as a result of Our annual price increase as calculated in point 8.4); and
- 9.4.5. **you** give **us** notice to immediately cancel this **agreement** before the change takes effect

10. General

- 10.1. **You** need **our** permission if **you** want to transfer or try to transfer any of **your** rights and responsibilities under this **agreement**. **We** may transfer any of **ours** without **your** permission, provided the level of service **you** currently experience is not reduced as a result.
- 10.2. **We** can monitor or record any conversations between **you** and **our** staff for authentication, security, quality and training purposes.
- 10.3. **We** may send notices to either **your** postal address, **your** online account, **your** email address or via a text message to any mobile phone number that **you** have registered with **us**. That text message will include, if necessary, a reference to where on **our website** **you** can find any further relevant information about any change being communicated to **you**. **We** aren't responsible for messages that don't get to **you** because of circumstances outside **our** control.
- 10.4. Any notices will be sent to **you** as described here. It is **your** responsibility to keep **your registration details** up to date so **you** must call **us** with any changes to postal address, email address or mobile phone number immediately. It's **your** responsibility to make sure that the email address that **you** give **us** is correct, current and works at all times. If **you** change **your** email address or it stops working for any reason, **you** must let **us** know immediately. If **you** fail to let **us** know of any change, **we** will continue to make **your** bill available to **you** in **your** online account and sending any notification to the last email address that **you** gave **us**. Those bills will be payable in accordance with point 5.
- 10.5. English law will apply to this **agreement** and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable).
- 10.6. **We** will comply with all relevant Ofcom General Conditions and Voluntary Codes of Practice where **we** are a signatory to that particular code.
- 10.7. Any failure or delay by **us** to exercise any right or remedy under this **agreement** does not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 10.8. If **you** are not satisfied that any complaint that **you** may have has been resolved, **you** may be able to take **your** dispute to adjudication under the Ombudsman Services, the details of which are set out in **our** Complaints Code of Practice. This is available on **our website** **we** can give **you** a copy if **you** ask for it.
- 10.9. Unless otherwise stated in this **agreement**, any notices from **you** to **us** must be sent by email, post or delivered by hand to **us**.
- 10.10. Any concession or extra time that **we** allow **you** only applies to the specific circumstances in which **we** give it. It does not affect **our** rights under this **agreement** in any other way.
- 10.11. This **agreement** is between **you** and **us**. Only **you** and **we** can take action under the **agreement**. Nobody else can enforce it or benefit from it.
- 10.12. If any part of this agreement cannot be enforced, all other parts of the agreement will still apply.

11. Your information

- 11.1. **You** confirm that the information that **you** provide to **us**, including **your registration details**, is true, accurate and complete. **You** agree to inform **us** immediately of any changes to **your** details by contacting **our customer support** services.
- 11.2. **We** will use **your** personal information in accordance with the terms of this **agreement** and **our** privacy policy which **you** can find on **our website** at ee.co.uk/eeprivacycentre.
- 11.3. In the event of a personal data security breach that affects **you**, **we** will notify the relevant authorities, and if appropriate, **we** will notify in writing the subscriber or user of **our** services who is affected by the breach. A personal data security breach that affects **you** (or the subscriber) does not give **you** the right to terminate this **agreement**.
- 11.4. When **you** first take a phone service from **us** **we** will ask if **you** want **your** contact details, including **your** phone number and postal address, to be included in a third party directory and/or a directory enquiry service. If **you** later want them removed, please contact **our customer support**.