

# Pay Monthly Terms – Terms and conditions for the supply of Orange Network Services

## 1. Definitions

The following words and expressions shall have the following meanings:

<b>Accessories:</b>	Products approved by Orange which you use in conjunction with your Device. They include (without limitation) batteries, chargers, car kits, headsets and carry cases.
<b>Account:</b>	Our records of your payments and outstanding Charges, plus your personal details.
<b>Age Restricted Services:</b>	Any Services which are specified for use only by customers over a specific age.
<b>Bar:</b>	A block placed by us on some or all of the Services you normally use (except for calls to emergency services). It may include us restricting the Service whereby you will automatically be re-directed into Orange when you attempt to make an outgoing call from your Device.
<b>Billing Date:</b>	The day on which your billing statement will be issued and/or made available on Your Account after you have been connected.
<b>Business customers:</b>	Business customers are classified as those customers who can provide the following: <ul style="list-style-type: none"> <li>– For limited companies, the company registration number and the VAT number;</li> <li>– For charities, the charity number;</li> <li>– For all other businesses, a copy of a business chequebook, plus an invoice on company headed paper or a business utility bill.</li> </ul>
<b>Charges:</b>	All charges for Services, as published in our periodically updated Orange Price Guide. These include any reasonable administration charges.
<b>Connection:</b>	The process of giving you access to a Service. “Disconnection” and “Re-connection” have a corresponding meaning.
<b>Content:</b>	Information, communications, images and sounds, software or any other material contained on or available through the Services.
<b>Contract:</b>	These terms and conditions, which are binding on both you and Orange for each Device you connect to the Network.
<b>Customer Communication:</b>	Information made available to you by Orange which provides information on Services. It may be made available on your Device or provided electronically or distributed with new Devices or in mailings to some or all Orange Customers.
<b>Deposit:</b>	Refundable amount that Orange may ask you to pay before we Connect or Re-connect you to the Network or before providing any Service.
<b>Device:</b>	A mobile telephone, device or data card (excluding Accessories) which is approved by Orange and supplied to an Orange Customer for connection to the Network.
<b>Group Companies:</b>	Means EE Limited Group (which includes EE Ltd and its subsidiaries), the France Telecom SA Group (which includes France Telecom SA and its subsidiaries) and the Deutsche Telekom AG Group (which includes Deutsche Telekom AG and its subsidiaries);
<b>Line One and Line Two:</b>	Line One is the primary means by which you have access to the Services. Line Two is a second line that you may have on the same Device with its own phone number (each referred to as a “Line”).
<b>Minimum Term:</b>	The minimum period for the supply of Services as specified in your Service Plan commencing on the date of Registration, where no period is specified in the Service Plan a minimum period of 12 months from the date of Registration will apply.
<b>Network:</b>	The electronic communications infrastructure by which Orange makes the Services available to you and to other Orange Customers in the United Kingdom.
<b>Orange Additional Services:</b>	Optional Services (including but not limited to Roaming, International Calling, Premium Rate Services, and Content provided by Orange) which may cost extra whether they are supplied in conjunction with Service Plans or outside Service Plans.



<b>Orange:</b>	EE Limited (company number 02382161), trading as Orange, whose registered address is Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW (or any organisation that may succeed it as the assignee of this Contract) and referred to in this Contract from time to time as “we” “us” or “our”.
<b>Orange Customer:</b>	The customers of Orange to whom we provide the Services.
<b>Orange Price Guide:</b>	A list of our current Charges, types of calls you can make, messages you can send, data you can use and details of any other Services and other terms and conditions for your Service Plan, which is updated from time to time and is available from us upon request. If you’re a Business customer, this is the Orange Business Price Guide.
<b>Registration:</b>	Our acceptance of your application for Services and our record of your data and any User data prior to Connection. “Register” has a corresponding meaning.
<b>Renewing:</b>	Entering into a new Minimum Term in return for a benefit other than the supply of new Device at or after the expiry of your existing Minimum Term (or at any other time with our express consent). “Renewal” has a corresponding meaning.
<b>Roaming:</b>	An optional Service which allows you to use your Device on other operators’ networks, usually in foreign countries.
<b>Services:</b>	The Network and other Services, including Orange Additional Services, provided or procured by us for you to use.
<b>Service Plan:</b>	A number of products which shall include but not be limited to bundles of airtime, text, and/or Orange Additional Services and/or additional discounts offered by Orange for an agreed monthly or other periodic payment.
<b>SIM:</b>	A card or other device which shall for the avoidance of doubt include a USIM which contains your personal telephone number and which is programmed to allow you to access the Network.
<b>Suspension:</b>	The temporary disconnection of Services. “Suspend” has a corresponding meaning.
<b>Upgrading:</b>	Entering into a new Minimum Term in return for the supply of a new Device (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 express consent). “Upgrade” has a corresponding meaning.
<b>User:</b>	You, or another person named by you, who is authorised to incur Charges to your Account.
<b>You:</b>	The Orange Customer who is a party to this Contract.
<b>Your Account:</b>	The online facility by which Orange Customers can manage their account including but not limited to viewing their mobile bills, making payments and changing tariffs.

## 2. Your Contract and the Minimum Term

### Your Contract runs for at least the Minimum Term

- 2.1 For each Device you own, your Contract starts on the date of Registration and will continue for the Minimum Term and thereafter. You have limited rights to terminate your Contract during the Minimum Term as described in Section 4. If we decide you need to pass a credit assessment as set out in section 10, this Contract won’t start until you pass the credit assessment. We may use the information you provide us to help us make a credit decision before this Contract starts.

### What happens when the minimum term ends?

- 2.2 After the Minimum Term ends, we will continue to supply you with Services as normal until your Contract is terminated in any of the ways described in Section 4.

### What happens when you Renew or Upgrade?

- 2.3 If you are Renewing or Upgrading the following terms apply to you:
- 2.3.1 Unless we agree otherwise, a new Minimum Term will apply. Once that Minimum Term is over this Agreement will continue until terminated;
- 2.3.2 Your new Minimum Term will start from the date that we process your Upgrade or Renewal.
- 2.4 We don’t have to provide you with a Renewal or Upgrade.
- 2.5 We don’t have to allow you to change Service Plan.

## 3. Provision of Services

### What we aim to provide in the UK

- 3.1(A) This Contract is for Orange Customers to use the Services. Although we own the Orange and T-Mobile brands



this Contract does not include any services that are provided to T-Mobile customers, unless we tell you otherwise. Charges for calls and texts you make to T-Mobile customers are charged as calls and texts to customers of another mobile network, unless we tell you otherwise. Further details of these charges and any other charges are contained in the Orange Price Guide.

- 3.1 We will take all reasonable steps to make the Services available to you at all times. The Services are only available within the range of the base stations that make up the Network. We cannot guarantee a continuous fault free service. Please note that:
  - 3.1.1 The quality and availability of Services may sometimes be affected by factors outside our control – such as local physical obstructions, atmospheric conditions, other causes of radio interference, features or functionality of your Device, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network is connected;
  - 3.1.2 The quality of our Services may not be at its best inside buildings or below ground;
  - 3.1.3 You may use the Service to contact emergency services for free by calling 999 or 112 (or by sending an SMS to 999 if you are registered to contact emergency services by SMS) provided you are in range of a base station forming part of our Network. If you are not within range of one of our base stations, or if our base station is not transmitting for any reason, your Device may try to use another mobile network to connect your call to the emergency services. See your Service Plan terms and conditions for any other restrictions on access to emergency services.
- 3.2 When you move outside the Orange enhanced service area this may result in:
  - 3.2.1 The call being terminated if you are on a video call;
  - 3.2.2 The sound quality being affected if you are on an HD voice call;
  - 3.2.3 The speeds at which data is downloaded being affected.
- 3.3 Any coverage maps are our best estimate but not a guarantee of service coverage which may vary from place to place.
- 3.3(A) We will allocate you a phone number to use with your Device on the Network. You may also use a phone number transferred to us from another mobile network operator. You can also take your phone number to another mobile network provider when you leave our Network. We will transfer your phone number to or from our Network. Please see the porting compensation scheme on our website for more information on transferring your telephone number.

#### **Services may sometimes be affected by maintenance and upgrading**

- 3.4 The Network and the Services may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, we'll do everything we can to keep the period of non-availability to a minimum. However, some interruption may be inevitable.

#### **Suspension of Services**

- 3.5 We may suspend some or all of the Services you use, without giving you notice if:
  - 3.5.1 We have good reason to believe that you haven't complied with one or more of the terms of your Contract;
  - 3.5.2 You don't pay your bill within the time stipulated in Condition 6.2; we reserve the right to place a Bar on some or all of the Services from your Device (with the exception of calls to the emergency services). This Bar will remain in force until you've paid everything you owe us or you've made a payment arrangement with us which we have approved at our absolute discretion. At our discretion, we may charge you for Reconnection and removal of the Bar;
  - 3.5.3 We also reserve the right to Suspend Services if a complaint has been made against you. The complaint will be thoroughly investigated, and Services will remain suspended until we know the results of that investigation. Any complaint you make will similarly be thoroughly investigated;
  - 3.5.4 We have good reason to believe that your mobile phone number is being used for fraudulent or improper purposes;
  - 3.5.5 You do not comply with any fair use policy applicable to your use of the Services, and if you are in breach of that policy, you do not comply with any reasonable instructions that we issue to you to enable you to remedy that breach and to continue to use the Services;
  - 3.5.6 You use the Services to gain access to the services of a third party voice over internet protocol calling provider unless permitted by the terms and conditions of your Service Plan;
  - 3.5.7 You 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:
    - (i) a GSM Gateway, commonly known as a 'SIM box'; or
    - (ii) a device used to forward or divert calls with the intention of reducing your charges for that call; without our express prior written consent.



- 3.5.8 You, or anyone who uses your SIM, damages the Network or puts the Network at risk, or abuse or threaten our staff;
- 3.5.9 We suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars;
- 3.5.10 You notify us that your Device has been lost or stolen; and/or
- 3.5.11 We are required by the emergency services or other government authorities to suspend your Services.
- 3.6 You will remain liable for all monthly or other periodic Charges during any period of Suspension. We would not make you pay monthly or other periodic charges during the suspension period only if there was a severe disruption to the Network (meaning that there was a breakdown in over 90% of the Network which lasted for 3 days or more) or where the Network has completely broken down;
- 3.6A If we Suspend the Services for any reason set out in Condition 3.5, 3.20, 8.1 or 9.2, and the Services are suspended for more than 60 days, you may have to pass a credit assessment to reconnect the Services.

#### **Suspension of Orange Additional Services**

- 3.7 We reserve the right to change, suspend, increase the price of or withdraw part or all of any Orange Additional Service on giving reasonable notice.

#### **Monitoring the Services you use**

- 3.8 For the purposes of good management and security and to make sure we follow your instructions correctly and to improve our service to you through training of our staff, or to monitor instances of unsolicited messages we may monitor or record communications. Where we have good reason to believe such communication is unsolicited you agree we may but are not obliged to block such communication.

#### **Roaming Services outside the UK**

- 3.9 Roaming relies on the telecommunications systems of foreign networks, over which we have no control. We cannot therefore offer any guarantees about Roaming services.
- 3.10 If you use Services from a country outside the UK your use of the Services may be subject to different laws and regulations that apply in that other country. Orange is not liable for your failure to comply with those laws or regulations.

#### **Storage and transmission of information on the Network**

- 3.11 We reserve the right to manage your use of 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. Details of our current policy are on our website.
- 3.12 You agree that Orange has no responsibility for the deletion, corruption or failure to store any Content maintained or transmitted by the Network.
- 3.13 Whilst Orange has no responsibility to monitor the use of the Services if you exceed the use limits we reserve the right to refuse to store or send Content on your behalf.

#### **Access to the Services and Content**

- 3.14 Under no circumstances will Orange or any of the other parties involved in the provision of Orange Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Orange agrees to rectify any such problems in the Content which are notified to Orange as soon as Orange reasonably can. If you do notice a fault or error in the Content, please notify the fault to Orange.
- 3.15 Orange accepts no liability for the, loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to You on an "as is" basis and Orange does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.

#### **Access to the third party services and the internet**

- 3.16 We have no control over the value or quality of goods, services or Content offered by third parties on or through the Services. As a result we cannot be responsible or liable in any way for and do not endorse, any of these goods, services or Content.
- 3.17 The Services may be used by you to access websites and networks worldwide. Orange accepts no responsibility for the Content or services in respect of these and you agree to conform with the instructions issued by those websites and networks relating to your use of those services.
- 3.18 If you use your Device to access the internet or third party services as it may not be a secure environment unwanted programs or material or viruses may be downloaded to your Device without your knowledge which may give unauthorised access to, or damage your Device and the information stored on it. Orange is not liable or responsible in any way for such unauthorised access, damage to or loss of information on your Device.



## Age Restricted Services

- 3.19 You are not permitted to access our Age Restricted Services (if any) if you are below the age specified to access the Services. If you are allowed to access the Age Restricted Services by virtue of the fact you are the specified age or older you must not show or send Content from the Age Restricted Services to anyone below the specified age. If you let anyone under the specified age use your Device you must ensure you deactivate access to the Age Restricted Services.

## Credit Limits

- 3.20 We may set monthly credit limits for Charges. We may (but do not have to) Suspend some or all of our Services if you go over a credit limit. Charges are not capped or limited by any credit limit we set as some Charges, for example international and Roaming call charges, may not be recorded against your Account immediately, and the Charges incurred could therefore exceed your credit limit before your Account is Suspended.

## Your Device

- 3.21 Any Device that we provide to you will be locked to our Network. It may not be possible to unlock that Device so that it can be used on the network of another mobile provider. If the Device can be unlocked, we may unlock it for you in our absolute discretion and we may charge you for this service. Please see our Price Guide for unlocking charges.

## 4. Your rights to terminate this Contract

### Terminating your Contract after the Minimum Term

- 4.1 You may terminate your Contract to expire at any time after the Minimum Term by giving us at least one month's notice. You are free to restore your Contract throughout this notice period, should you change your mind.

### Terminating your Contract during the Minimum Term

- 4.2 You may terminate your Contract before the Minimum Term has expired if you pay us:

- 4.2.1 All Charges that are due, plus
- 4.2.2 A lump sum equal to (or in some circumstances less than) the total monthly line rental due for the remaining period of your Minimum Term (except in the circumstances set out in Conditions 4.3 and 15.1), calculated at the daily rate and discounted by any prepaid Charges. You will also get a discount if the costs we expect to save by you no longer using Orange are greater than any payments we anticipated receiving from other operators for calls made and texts sent to you. See the Orange Price Guide for more information, or
- 4.2.3 If you are a Business customer (and for the avoidance of doubt this also includes small and medium businesses) you will have to pay all Charges that are due, plus a lump sum equivalent to the total of all the monthly or other periodic Charges still remaining on your Minimum Term agreement (except in the circumstances set out in Conditions 4.3 and 15.1). See the Orange Business Price Guide for more information.

### Terminating your Contract because Orange has changed its terms

- 4.3 You may also terminate your Contract if we give you written notice to vary its terms, resulting in an increase in the Charges or changes that alter your rights under this Contract to your material detriment. In such cases you would need to give us at least 14 days' written notice prior to your Billing Date (and within one month of us giving you written notice about the changes). However this option does not apply if:
- 4.3.1 The increase in the Charges (as a percentage) is equal to or lower than the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics (calculated using the most recently published RPI figure before we give you Written Notice under 4.3); or
- 4.3.2 The variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence; or
- 4.3.3 The variation relates solely to an Orange Additional Service, in which case you may cancel that Orange Additional Service.

### Terminating your Contract because Orange is no longer able to provide access to the Network

- 4.4 If, for reasons beyond our control, we are no longer able to provide the Services, we will at our discretion either:
- 4.4.1 Make arrangements for you to be supplied with equivalent Services by another network at no extra cost to you, or
- 4.4.2 Accept written notice from you that you wish to terminate your Contract. In such cases we will refund any pre-paid Charges that have not been used up.



## Termination of your Contract by Orange

- 4.5 We may terminate your Contract immediately at any time in respect of any or all the Devices owned by you, in whole or in part, by giving you written notice if:
- 4.5.1 You fail to pay any of your bills from Orange on time;
  - 4.5.2 We have good reason for believing that any information you have given us is false or misleading;
  - 4.5.3 You become insolvent within the meaning of Section 123 of the Insolvency Act 1986, or bankrupt, or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets or if we have good reason for believing that you are unable to pay the Charges.
- In relation to Conditions 4.5.1, 4.5.2 and 4.5.3 set out above, you will remain liable for all Charges due, plus a lump sum equal to (or in some circumstances less than) the total monthly line rental due for the remaining period of your Minimum Term. You will get a discount if the costs we expect to save by you no longer using Orange are greater than any payments we anticipated receiving from other operators for calls made and texts sent to you. See the Orange Price Guide for more information. If you are a Business customer (and for the avoidance of doubt this also includes small and medium businesses) you will have to pay all Charges that are due, plus a lump sum equivalent to the total of all the monthly or other periodic Charges still remaining on your Minimum Term agreement. See the Orange Business Price Guide for more information;
- 4.5.4 In addition, we may terminate your Contract at any time after the Minimum Term has expired by giving you at least one month's written notice.

## Termination of your Contract by Orange without written notice

- 4.6 We reserve the right to terminate your Contract immediately at any time in respect of any or all of the Devices owned by you, in whole or in part without notice to you if:
- 4.6.1 We have good reason for believing that you have breached Conditions 6.4.2, 6.4.3, 6.4.4 or 6.4.5, 6.4.8, 6.4.9, 6.4.10, 6.4.11 or
  - 4.6.2 You haven't complied with one or more of the terms of your Contract and do not correct the breach within 7 days of being asked by us in writing to do so.

## Termination and additional Lines

- 4.7 Termination of your Contract for any reason will result in automatic termination of all Services you have with us, including all Lines.

## 5. Effect of Termination of the Contract

- 5.1 When this Contract is terminated, your Device will be disconnected and you will no longer be able to use the Services.

### What to do after Termination of your Contract

- 5.2 Termination of your Contract is subject to you paying us any money you owe us and us paying you any money we owe you. After termination, it is your responsibility to cancel any direct debits, standing orders, credit card mandates or other authorisations you may have given for periodic payments to be made to us by third parties.

## 6. Your responsibilities

### When your payments are due

- 6.1 Ordinarily we will invoice you monthly in advance for monthly charges which are non-refundable and monthly in arrears for call and message charges but we reserve the right to amend the invoicing period and submit interim invoices to you. The Connection charge will be included on your first invoice. Charges which are not applied to your Account immediately, such as Roaming, may be applied against the applicable allowance(s) for your Service Plan on the date that we process them. This may be later than the date that you used those Services, and may be applied against your next periodic allowance or invoiced several months in arrears. VAT will be added to all invoices at the relevant rate where applicable. Payment is due when you receive your invoice and/or it becomes available as an e-bill on Your Account.
- 6.1.1 You will be responsible for paying all Charges on your Account, whether or not they have been accrued by you personally. You will also be responsible for any extraordinary costs incurred in administering your Account, including collecting any payments. If your Service has been Disconnected, either at your request or ours, you will remain responsible for paying any outstanding Charges.
  - 6.1.2 You must make your payment when you receive your invoice and/or it becomes available as an e-bill on Your Account and by one of the payment methods stated on your invoice subject to Condition 6.3. However we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your Account.



- 6.1.3 If the SIM Card or your Device is lost, stolen or damaged you will be responsible for any Charges incurred until you have informed us of the loss.
- 6.1.4 Charges for calls and messages to certain numbers outside those permitted in your allowance in your Service Plan, such as premium rate numbers or non-geographical numbers are set out in the Price Guide.

#### **Interest for overdue payments**

- 6.2 If payment is not made within 14 days of its due date, we may charge interest on all sums outstanding at the rate of 2% above the base rate of the HSBC Bank. This interest will be charged on a per annum basis calculated daily. We may also charge you a late payment fee as set out in the Orange Price Guide. If we need to use a debt collection agency, you will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from you.

#### **Payment methods**

- 6.3.1 We reserve the right to refuse any payment method if we have reasonable cause to believe such payment will be dishonoured.
- 6.3.2 We reserve the right to charge an administration fee each month for payments not made by direct debit. Please see the Orange Price Guide for details of the charges.
- 6.3.3 We may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party shall be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such invoices under this Contract.

#### **Things that you agree to do**

- 6.4 Recognising that good management and security of the Services is important to all Orange customers, you agree that you will:
  - 6.4.1 If you wish to receive e-bills via Your Account, you are responsible for signing up to Your Account so that you can view and pay your bills accordingly;
  - 6.4.2 Provide whatever proofs of your identity and address that we consider reasonably necessary from time to time. Whilst photocopy or fax copies are usually acceptable we do reserve the right to request the original document;
  - 6.4.3 Keep confidential, and not disclose to any third party, your Account password or any personal identification code, number or name issued by us permitting access to the Services;
  - 6.4.4 Not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storing any data which is of an offensive, abusive, indecent, obscene or menacing nature;
  - 6.4.5 Not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience, whether to us or to any of our customers, by any means including the use of the Network for persistently sending unsolicited communications without reasonable cause;
  - 6.4.6 Not act in a way, whether knowingly or otherwise, which will impair the operation of the Network or any part of it, or put it in jeopardy;
  - 6.4.7 Use only Devices and Accessories approved for use with the Network, and comply with all relevant legislation or regulation relating to their use;
  - 6.4.8 Comply with any reasonable instructions issued by us which concern your use of the Services, and co-operate with us in our reasonable security and other checks (which may include us making phone calls to you);
  - 6.4.9 Not send or upload anything that is copyright protected (unless you have permission) or which in any way breaches the intellectual property rights of any third party;
  - 6.4.10 Not copy, modify, store, forward, publish or distribute the Services or their Content without our express permission;
  - 6.4.11 Only use Content for your own personal use and not for any commercial purposes or distribute it commercially;
  - 6.4.12 Not re-sell, re-supply or otherwise distribute the Services without the prior written agreement of Orange, and
  - 6.4.13 Not circumvent the Age Restricted Service mechanisms.

## **7. Multiple users**

- 7.1 Where there are one or more Users other than you under your Contract, you remain responsible:
  - 7.1.1 For ensuring the Services are used in accordance with this Contract, and
  - 7.1.2 For all Charges incurred to your Account by those Users.
- 7.2 If you're a Business customer, by entering into this Agreement you authorise the end Users on your Account to add Services to your Account without prior permission from you. Please see the Orange Business Price Guide for Services which end Users may add to your Account.



## 8 Line Two – limitations on usage

### Suspension of Services

8.1 If we Suspend Services on any other Line you have with us, we will automatically Suspend all other Lines you have with us.

### Electronic messages

8.2 It is not possible to send electronic messages on Line Two this shall include but not be limited to, text, video and multi media messages.

### Service Plan

8.3 You may not have a higher Service Plan on Line Two than you have on Line One.

## 9. Information supplied by you

### The details you give us must be correct

9.1 By applying for Registration or for Orange Additional Services, you undertake to provide your correct name, address and other factual information. You also confirm that:

9.1.1 The person stated to be authorised to sign for a company or firm is duly authorised;

9.1.2 Any individual applying as a member of a company is of full contractual capacity and is able both to pay for the Services he or she has requested and to meet his or her other obligations under your Contract, and

9.1.3 You must also tell us if your details change.

### What happens if we suspect the details you give us aren't correct

9.2 If we suspect, on reasonable grounds, that information has been supplied to us without the knowledge of the person named, or that an application is unauthorised or contains false particulars, we may delay Connection or Suspend Services to your Device while we investigate further. Following our investigation, we will Connect or reinstate the Services unless we have grounds to terminate. You acknowledge that you will have no claim against us in respect of any delay or Disconnection caused as a result of the operation of this Condition.

9.3 You have a right to choose whether your details are included in directory listings. If you want your details included, please contact our customer services department.

## 10. Credit assessments

### Your application is subject to credit status

10.1 All applications for Registration and Orange Additional Services are subject to credit assessment before we can connect you to the Network. In considering your application we will search the following records about you and others (see Condition 10.2 below):

10.1.1 Our own; and

10.1.2 Those of licensed credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other people searching your credit file. The CRAs supply to us both public (including the electoral register) and shared credit and fraud prevention information; and

10.1.3 Those at fraud prevention agencies (FPAs).

10.2 We will use credit scoring and or other automated decision making systems when assessing your application. If our assessment of you does not meet our normal requirements we reserve the right to decline to Connect you or to supply Orange Additional Services or to decide an appropriate credit limit on your Account. Alternatively, we may ask you to lodge a Deposit with us before we Connect you. If you believe our assessment of you is incorrect, we will review your eligibility. However, we cannot accept responsibility for the accuracy of information provided by CRAs. Nor can we accept any liability for the consequences of our declining to Connect you.

10.3 We will also check your details with FPAs for the purposes of verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your Account with us.

10.4 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for disassociation with the CRAs to break the link.

10.5 Information on your application will be sent to CRAs and will be recorded by them. We will also disclose details of how you conduct your Account to such agencies. If you do not pay any balance on your Account when due





CRAs will record the outstanding debt. This information will be supplied to other organisations by CRAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

- 10.6 If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs. Law enforcement agencies may access and use this information.
- 10.7 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- 10.8.1 Checking details on applications for credit and credit related or other facilities;
  - 10.8.2 Managing credit and credit related accounts or facilities;
  - 10.8.3 Recovering debt;
  - 10.8.4 Checking details on proposals and claims for all types of insurance;
  - 10.8.5 Checking details of job applicants and employees.
- 10.9 We and other organisations may access and use from other countries the information recorded by FPAs.
- 10.10 If you do not pay any sums due on your Account we will trace your whereabouts and recover debts.
- 10.11 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the Data Protection Act 1998.
- 10.12 If you would like to receive details of the relevant FPAs and CRAs please contact us at Credit Referral, EE Limited t/a Orange, Top Floor Global House, Senhouse Road, Darlington, Co Durham DL1 4YB or by calling 170 from your handset or 0161 3800883. You can also contact the CRAs and FPAs directly.
- 10.13 If you would like to read the full details of how your data may be used please visit our website at [www.orange.co.uk](http://www.orange.co.uk) or phone 07973 100 150 to request a copy of our policy.

## 11. Deposits

### Deposits are held for 12 months

- 11.1 We may request a Deposit from you:
- a) before Connection
  - b) before making Orange Additional Services available to you,
  - c) before reinstating the Services after Suspension, or
  - d) if you fail to pass any credit assessments which we reasonably consider to be necessary from time to time.
- 11.2 Deposits may be held until the Contract ends. We do not pay interest on Deposits. If you owe us money, we may set off Deposits against the amount due to us. If there is a balance left over in such cases, we will remit this to you or credit your Account.

## 12. SIM Card

### It's your responsibility to keep your SIM Card safe

- 12.1 Any SIM Card we supply to you remains our property, but it is your responsibility to keep it safe. SIM Cards are easily damaged and should be handled with care. We will replace free of charge any SIM Card found to be defective through faulty design or workmanship. In any other circumstances, however, we may charge for replacing it. We reserve the right to recall any SIM Card from you at any time to enhance or maintain the quality of the Services.

### What to do if your SIM Card is lost, stolen or damaged

- 12.2 You must inform us immediately if the SIM Card supplied to you is lost, stolen or damaged. You will remain liable for all Charges incurred until you do so. We will send you a replacement SIM Card as soon as reasonably practicable, but we reserve the right to charge you for doing so.

### Your SIM Card and other networks

- 12.3 The SIM Card supplied with your Device enables the Device to work on the Network only with the exception of Devices which can access Roaming Services. However, after the Minimum Term we will lift this restriction at your request, provided all your payments of Charges are up to date and you pay the current administration



charge. The software in the SIM Card and the Device is either owned by or licensed to Orange which grants you a non-exclusive licence to use it for accessing the Services for the duration of your Contract and not otherwise.

### 13 .Caller id

#### What to do if you want your number to remain private

- 13.1 The Network will allow the display of your Orange number on receiving Devices. If you prefer not to allow this, please let us know in writing. Your mobile phone number and the approximate location of your Device will always be sent if calling the emergency services.

### 14. Devices

#### Your Device is not a part of your Contract

- 14.1 Your Device and Accessories are acquired by you outside the terms of your Contract.

### 15. Changes to your Contract

#### We reserve the right to make changes to your Contract

- 15.1 We acknowledge that if we give you written notice to increase the Charges, or introduce new mandatory Charges, and such a change is to your material detriment you may terminate your Contract in accordance with Condition 4.3. If you do not give notice within one month of our notifying you of any change(s), you will be taken to have accepted the change(s).
- 15.2 In exceptional circumstances a government authority may require the reallocation or change of phone numbers in which case we may have to change your mobile phone number for the Services.

#### New services

- 15.3 We are continuously enhancing our existing Services as well as adding new services, particularly Orange Additional Services. Charges for, and any special terms and conditions attached to Orange Additional Services will be notified in Customer Communication. The terms of your Contract, including Charges current on the date when you take up the offer of any Orange Additional Service, will apply to it, subject to any special promotional offer made by us and accepted by you.

### 16. Customer Communication

#### Please read all the information we send you

- 16.1 We update our Customer Communication from time to time. Information on various topics is mailed to Customers with their monthly billing statements and/or made available to Customers with their e-bill on Your Account and is available on request from us. You are asked to read your Customer Communications and to keep those which are mailed to you until they are superseded. We regard you as having been given any information if it is either:
- included in a mailing addressed to you,
  - by voicemail, email, text or other form of electronic message sent by us to your Device,
  - communicated directly by any means (including any information made available to Customers with their e-bills).

### 17. Assignment of Contract and change of ownership of Device

#### Your Contract is personal to you

- 17.1 Your Contract is personal to you and you may not assign it. However, we may at our discretion (not to be unreasonably withheld) allow you to:
- nominate a User other than yourself while you remain primarily liable to us under your Contract,
  - terminate your Contract on short notice if you have transferred the Services to a new Orange Customer and the new customer has passed our credit assessment as set out in Condition 10.
- 17.2 We may assign our rights to your Contract only if such assignment is on terms which are at least as advantageous to you as those set out in your Contract.



## 18. Liability

### Circumstances in which neither of us accepts liability

- 18.1 Except as provided in this Condition 18, neither party shall be liable to the other, whether in contract or tort nor otherwise, for any loss or damage which is:
- not the fault of the other party,
  - indirect and/or not reasonably foreseeable,
  - loss of business, profits, savings, revenue, use or goodwill, or for any loss or corruption of data whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

### Maximum liability of Orange

- 18.2 Subject to Condition 18.1, we limit our legal liability up to a maximum of three thousand pounds per claim or a series of related claims for any loss or damage which is:
- direct financial loss,
  - direct physical damage to or loss of property resulting from our breach of contract or negligence while providing the Services.

### Factors beyond our control

- 18.3 We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.

### Your maximum liability

- 18.4 Subject to Condition 18.1, your liability is limited to payment of all outstanding Charges due in accordance with the provisions of your Contract.

## 19. General

### Changes to your Contract

- 19.1 Subject to Condition 15, your Contract may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

### Disclosure of information to third parties

- 19.2 You agree to the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of:
- any information relating to your Contract, including your personal financial information and details of how you have performed in meeting your obligations under your Contract,
  - any disclosure as may be within our Data Protection Act registration,
  - any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority.

### Your information

- 19.3 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 services as set out in section 19.15.
- 19.4 We will use your personal information in accordance with the terms of this Contract and our privacy policy which you can find on our website at [www.orange.co.uk](http://www.orange.co.uk)
- 19.5 Orange and/or its Group Companies will use your personal information for providing the Device and Services and related products to you, administration of your account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the Device you are using on our Network and web use and profiling your preferences. We will disclose your information to our service providers, business partners and agents to help us with these purposes. We will keep your information for a reasonable period after your contract with us has finished in case you decide to use our Services again and may contact you about our Services during this time.
- 19.6 You agree that we, our Group Companies and our carefully selected business partners can use information about you, including information about your use of our Network, Services and related Products and the location



of the Device you are using on our Network, to tell you about products, services or promotions offered by us and third parties that may be of interest to you and for research and analytics purposes. We may contact you by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS) or online or via any other interactive media. If you would prefer not to receive direct marketing communications from us, simply let us know at any time and we will stop sending them to you. Please see our privacy policy at for further details. If you are giving the Device to someone else (for example, if you are paying for the Device for a family member), then you agree that you have told that person how we will use their information and obtained their consent to the use of their personal information in accordance with this Contract and our privacy policy.

- 19.7 We may transfer your personal information to countries outside of the European Economic Area which do not provide the same level of data protection as the UK for providing you with our Services. If we do make such a transfer, we will put a contract in place with our service providers that include security obligations on them to ensure your information is protected in accordance with UK standards.
- 19.8 You have a right to ask for a copy of your personal information (for a small charge) and to correct any inaccuracies. Please see our privacy policy for further details.
- 19.9 In the event of a personal data security breach that affects you, we will notify the relevant authorities, and if appropriate, we will also notify you in writing. A personal data security breach that affects you does not give you the right to terminate this Agreement.
- 19.10 We will carry out any activity or disclosure of your personal information to comply with our legal and regulatory requirements, for law enforcement purposes and to detect, prevent or investigate crime, fraud and misuse of or damage to our Network, Services and related products.

### **Delivering communications to you**

- 19.11 All notices to be served in accordance with your Contract must be served by post or facsimile. We can in addition serve notice to you by voicemail, email, text or other form of electronic message, such as notice through Your Account. They will be deemed served 48 hours after they are sent, or on earlier proof of delivery. We may also send you 'over the air' updates to your Device which may make some minor adjustments to the functionality or display on your Device. You'll need to accept these changes which may include doing anything reasonable we request. All invoices and notices served by post will be sent to the address given by you on Registration unless you notify us of a change to this address. Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given and does not affect our rights in any other way.

### **Disputes between you and us**

- 19.12 You may request that disputes between you and us are referred to arbitration (CISAS) under our Code of Practice for Complaints [www.orange.co.uk/contact](http://www.orange.co.uk/contact) We will supply a copy of our Code of Practice for Complaints to you on request.

### **Miscellaneous**

- 19.13 If either party delays or does not take action to enforce their rights under this Contract this does not prevent either party from taking action later.
- 19.14 If any of the terms in this Contract are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.

### **Orange company details and contact information**

- 19.15 If you have any questions or require help or support you can contact us by calling customer services on 150 for free (or 345 if you are a Business customer) using your Orange Device on our Network. Alternatively you can call us using another phone on 07973 100 150 (Charges from Orange pay as you go phones, landlines or other networks may vary). In addition, you can go to the help and support pages of [www.orange.co.uk](http://www.orange.co.uk) or have your questions answered on Twitter by following us at @OrangeHelpers.

### **Governing law**

- 19.16 Your Contract is to be interpreted in accordance with the Laws of England and Wales and disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable).

