

## SHARED PLANS

### **Applicable to all new and upgrading customers joining a Shared Plan from 2 July 2014**

Shared Plans allows an overall data allowance to be shared between multiple connections within a group. The group is composed of a lead connection which is known as the Leader (which may or may not be the account holder) and linking member connections ("Sharers") (collectively all connections are known as the "Group"). You, as the account holder, are only permitted to have one Group unless we expressly agree otherwise. You can have a maximum of five connections in the Group (including the Leader). There must be a least two connections to be considered a Shared Plan. These terms and conditions are in addition to our terms and conditions for all EE Plans.

You shall be responsible for all charges and other liabilities incurred on behalf of the Group. All members of the Group will be authorised to incur data charges (including those when roaming) on your behalf and any other authorised charges such as third party content (unless you set up a bar on your account). You can block particular usage for any member of the Group using controls within My Account online. Subject to any such blocks, you consent to any member of the Group incurring charges on your behalf and you will be solely responsible for those charges. You will be notified by text message when a data add-on is purchased by any member of the Group. Shared Plans are available on eligible consumer and small business plans. Please see [www.ee.co.uk](http://www.ee.co.uk) for eligible plans. If one of the plans in the Group is an EE SIM only plan, you'll need a compatible 4G phone. By compatible we mean it's a 4G device that you've bought directly from EE, Orange or T-Mobile, or on those networks through an indirect retailer such as Apple, Carphone Warehouse or Phones4U. Devices purchased on other networks (including outside the UK) may not work on our 4G network, although they will still work on the 2G and 3G network. Devices from other networks may also need to be unlocked by that network for which there may be a charge.

Data can only be shared within the Group and cannot be shared with any other plan you have with us. You can add additional Sharers to your Group at any point in time.

Shared Plans applies to standard data usage within the UK only. Out of allowance charges apply as set out in your selected price plan and anyone from the Group will be prompted to purchase a roaming data add-on when roaming outside the UK. Please see [ee.co.uk/roaming](http://ee.co.uk/roaming) for more details of our roaming data add-ons and charges. Roaming data is shared amongst the Group when all members of the Group are in the same EE roaming zone. If any member of the Group is in different roaming zones (or in the UK) then data purchased in a particular EE roaming zone can only be shared by members in that same roaming zone.

We will send a text to the Group when 80% of the data allowance has been used and a further text when the Group has used 100%. Only those members of the Group who are using data when the allowance expires will receive a text. You can also check your data usage using My EE.

Included in your plan is access to EE Film for each member of the Group. Please see [www.ee.co.uk/terms](http://www.ee.co.uk/terms) for those terms and conditions. If you've also taken out home broadband with EE, and taken advantage of our 'combine and save' discount,

you will only get one discount for every Group you have with EE, and not a discount for each connection in the Group.

You should make sure that your personal information is accurate and up to date, such as your email address and registered post address. We will need to send you and the Sharers some service messages and marketing messages if you've consented to receive marketing communications from us or one of our authorised third parties. By agreeing to a Shared Plan, you confirm you've obtained consent from all Sharers to receive such messages.

### **Changes to your plan during the minimum term (including upgrades)**

You as the account holder can increase the Group data allowance at any time by calling customer services on 150. Remember you will need to commit to the increased data allowance and corresponding plan charge for the remainder of the minimum term. The increased data will be applied to your account immediately for use by the Group. You can do this at any time and any increase in your monthly plan charge will be pro-rated on your next bill. You cannot move to a lower price plan unless we allow it.

### **Changes to Leader and Additional Sharers**

If you want to move the Leader to a standard EE plan or become a Sharer (rather than the Leader) you will need to nominate a new Leader for the Group to continue. You will need to:

- (i) Assign a new Leader to the Group either by connecting a new member or changing the status of one of the Sharers to Leader. This will be subject to credit checks and an additional price plan charge. We will let you do this at our absolute discretion and you will need to do this before moving the existing Leader onto another EE plan or terminating the plan; or
- (ii) Terminate your Shared Plans (and if you're within your minimum term pay early termination charges or early upgrade fees for each plan within the Group – see our price guides for how early termination charges are calculated); or
- (iii) Change the ownership of your Shared Plans so that another person takes responsibility (including payment of all charges) for the Group, subject to credit checks on the new account holder.

If you want to leave the Group (and a new Leader is not nominated as per above) the Group may be dissolved and data will no longer be shared. This will be subject to our absolute discretion. If the Group is dissolved, all Sharers will need to sign up to a new eligible\* EE plan for the remainder of the minimum term of each plan within the Group. If we let you do this, the total number of individual plans (whether held by you or a new account holder) needs to equal the total number of plans from the Group. All new plans and migrations are subject to credit checks and are at our absolute discretion. You will need to be with us for at least 4 months before we allow a migration from a Shared Plan to any other plan. Early termination charges are payable for each plan within the Group that is not continued for any reason. (\*By eligible EE Plan, we mean a plan with a monthly price plan charge that is more than the price plan charge payable when it is part of

a Group. We will tell you by how much more each standard EE Plan must be when you request to leave the Group.)

A minimum commitment period will apply to each connection in accordance with your selected Shared Plans price plan unless you select a 30 day SIM only option. Early termination charges will apply if you terminate any of the Shared Plans connections before the end of their respective minimum terms. Remember if you add an additional member to the Group after commencement of the original Leader plan, not all the minimum terms will end at the same time.

## Returns

Returns will be subject to our standard retail returns and distance sales returns policy which you can find at [www.ee.co.uk/terms](http://www.ee.co.uk/terms). In addition to those terms the following shall apply to the Shared Plans:

- Only the account holder can cancel and/or return the Group's products and services.
- Any additional Sharer which is added to the Group after the purchase of the original Leader plan is subject to our standard returns policy in its own right. For example, if you purchased an additional Sharer plan online 3 months after the original Leader plan, your right to cancel the additional Sharer plan will be available to you 14 days from the date of purchase of the additional Sharer plan (not the original Leader plan).
- If a number of devices are ordered at the same time for a particular Group, and not all devices are received at the same time for whatever reason, you are entitled to exercise your right of return pursuant to our returns policy 14 days from the date in which the final device in your Group is received.