



# EE HOME NETWORK TERMS

**Only for customers on our Essentials, All Rounder, Full Works and Busiest Home Bundle broadband plans**

Version 2

**Date:** Only for customers joining on our Essentials, All Rounder, Full Works and Busiest Home Bundle broadband plans with effect from 10 April 2024

## THE LEGAL TERMS

The legal terms you need to know about your broadband service.

Version B: Only for customers joining on our Essentials, All Rounder, Full Works and Busiest Home Bundle broadband plans with effect from 10<sup>th</sup> April 2024.

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

## COMMON QUESTIONS AND IMPORTANT TERMS

### What services am I getting?

You can find details of the services, including the charges, in your order confirmation and in the EE app or your online account.

### How long does a service last and when does it start?

Each service will last for a minimum amount of time (the minimum term), as set out in your order confirmation. The service start date is shown in your order confirmation. We start charging you from this date.

If you change your mind, you can cancel a service as set out in point 5 of these terms and conditions.

In some circumstances you can end a service early. We explain this in point 10 of these terms and conditions. If you end a service during the minimum term, or if we end it early because you have done something wrong, you may have to pay us an early termination charge. Unless you tell us not to, we'll take this charge from the account you have given us details of, but we'll give you reasonable notice first. For more information about charges for leaving early, read point 11 of these terms and conditions or go to our website.

### Will the charges increase?

We will increase the amount you pay for your monthly service by a fixed amount each year. We will do this so the price increase takes effect on or after 31<sup>st</sup> March each year. At the same time we will also increase the amount of any other charges (except those that are for add-ons) by a fixed percentage. You can find both the fixed amount and the fixed percentage in your order confirmation and in the price guide. We will also increase international calling and texting charges where our partners increase the cost to us. See points 19a and 19d for details on how this will happen and your right to cancel if we do so. In addition, we may increase the charges (including those for add-ons) at any time. Read points 17 and 18 of these terms and conditions for more details. If you change a service, you'll pay the charge for the new service from the day we agree it starts.

We will remind you each year before the annual price increase takes effect

### How much notice will I get if you increase the charges?

Other than a change as a result of our annual price rise we'll tell you before we put any charges up. If we increase the charges (other than as a result of our annual rise or as a result of our increase to international charges) or make any other changes, we may let you end a service without having to pay the higher amount or an early termination charge. Read points 20 and 21 of these terms and conditions for more details.

## Will a service change?

We may change a service (including the loaned equipment and any additional services), the charges and the terms and conditions of the agreement at any time (even during the minimum term).

In some cases, we'll tell you first. You may be able to end the agreement without paying an early termination charge. Read points 20 and 21 of these terms and conditions for more details.

## What happens if I buy a number of services from you?

If we provide you with more than one service or item of equipment (for example, if you also have EE Mobile) you'll have a separate agreement for each one (and possibly for different items of equipment). Make sure you read each agreement carefully. Although some of the terms are the same or very similar, each agreement has important differences.

Some of our services depend on each other. For example, you can only get a digital home phone add-on if you also have an EE broadband service. If we or you end or suspend one service, we may need to end or suspend another. If that's the case, we'll tell you.

## What about my equipment?

We will loan you the equipment for the duration of the service. When you end the service you must return the loaned equipment to us, or we will charge you a non-return fee. You must also keep the equipment in good condition while you are using it. You have rights if the equipment is faulty.

## More information

You can also read these terms and conditions, and our policies, at [www.ee.co.uk/terms](http://www.ee.co.uk/terms).

## How to contact us

Phone us on 150 from an EE mobile, via the EE app or on 07953 966 150 from any other phone. Calls are free from landlines and EE mobiles, and are charged at your provider's standard rate from other mobiles.

We may record calls (including marketing ones) to help us with training and to prevent identity fraud.

## Complaints

Our Customer Complaints Code tells you how to complain. You can read it at [www.ee.co.uk/regulatory](http://www.ee.co.uk/regulatory).

# TERMS AND CONDITIONS FOR THE EE BROADBAND SERVICE

You should read these terms and conditions carefully as they contain important information. Please also read our Privacy Policy at [www.ee.co.uk/privacy](http://www.ee.co.uk/privacy). It describes how we may use your personal information.

## THE BASICS

1. **Who we are:** We're EE Limited of 1 Braham Street, London, E18EE. We're registered in England with company number 02382161. Everyone knows us as EE.
2. **What words mean:** Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below. They are printed in bold wherever they have the special meaning given below.

**additional service** - an optional or extra service not part of your **price plan**, for example, **add-ons**, additional products and services, content, parental controls, third party services, the charges for a service once any allowance is used up or where there is no allowance; and if you have a digital home phone service, premium rate services, directory enquiry services and international services. You can find a full list and the terms and charges which apply in our price guide on our website.

**add-on** - an **additional service** with a minimum term which may renew automatically. We offer **30-day add-ons** which have a notice period of 30 days or less, and **minimum term add-ons** which have a notice period of 24 months or less (but more than 30 days). Your **order confirmation** will tell you the minimum term of your **add-on**.

**agreement** – the legally binding agreement between you and us for each **service**. The **agreement** is made up of the following:

- a. These terms and conditions
- b. The **price plan** terms at ([www.ee.co.uk/terms](http://www.ee.co.uk/terms))
- c. The EE Broadband **Price Guide** ([www.ee.co.uk/help/help-new/price-plans](http://www.ee.co.uk/help/help-new/price-plans))
- d. Our latest Customer Complaints Code ([www.ee.co.uk/regulatory](http://www.ee.co.uk/regulatory))
- e. The latest version of any other policy we tell you about.

**annual price rise amount** – the amount by which your **price plan charge** shall increase each year. The **annual price rise amount** is set out in your **order confirmation** and can be found in the **price guide**. In the event of inconsistency the amount set out in your **order confirmation** shall take precedence.

**annual price rise percentage** – the percentage by which your charges (other than the **price plan charge** or any charge for an **additional service**) shall increase each year. The **annual price rise percentage** is set out in your **order confirmation** and can be found in the **price guide**. In the event of inconsistency the percentage set out in your **order confirmation** shall take precedence.

**charges** – the fees you pay for a **service** and any **additional services**, including the **price plan charge**, plus anything else you need to pay in line with **the agreement**, as set out in our price guide.

**cooling-off period** – for your **price plan**, the period from the date the agreement is made until 14 days after:

- a. the **loaned equipment** (if any) is delivered;
- b. the **service start date**; or
- c. the day you receive your **order confirmation**;

whichever is latest.

for **additional services** that have a cooling-off period, the period from the date the service is added until 14 day after its start date.

**early termination charge** - the charge for leaving the agreement before the end of the minimum term and which is based on the **charges** for what is left of the minimum term calculated as set out at point 11 and on our website.

**EE ID** – the username we'll give you and a password that you choose for when you use a **service**.

**EE-owned equipment** – any equipment which we own or is part of our network, or any equipment that belongs to our service providers, even though it's in your home. It includes the phone line and socket, the Openreach router (in the case of certain fibre broadband services) and any extra cabling we give you that doesn't come with your hub.

**group companies** – companies in the same group as EE Limited, including its parent company and subsidiaries.

**linked agreement** - another agreement with EE that is linked to this **agreement** (i.e. a "bundle") in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022.

**loaned equipment** – the equipment we loan to you as part of a **service** (such as your broadband hub), as shown in your **order confirmation**.

**minimum term** – any initial or later period you've agreed to pay for a **service**, or **additional service**, as shown in your **order confirmation**.

**minimum term add-on early termination charge** - the **charge** which you may have to pay when you terminate a **minimum term add-on** before the end of its minimum term and which is calculated as set out at point 11 and on our website.

**non-return equipment charge** – the charge applied to your account if you fail to return the **loaned equipment** at the end of the **agreement**.

**order confirmation** – the email we send you after we accept your order for a **service**. It confirms important things like the description of a **service**, any **minimum term** and the **charges**.

**price plan** - the broadband services we have agreed to provide to you for the **minimum term**, comprising access to the internet at a designated speed, and the allowances we've agreed to provide to you as shown in your **order confirmation**, on your bill and in the EE app.

**price plan charge** - the monthly charge for your **price plan**.

**service start date** – the date a service starts, as shown in your order confirmation (unless we tell you another date).

**service** – a service we provide to you under this **agreement** which will include all or any of the following as may be applicable to you: the **price plan**, **additional 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**.

**working days** – Monday to Friday, except bank holidays and public holidays.

### 3. What are these terms and conditions for?

- a. These are the terms and conditions which apply when we provide you with a **service** and any related installation services (see point 7a).
- b. If we provide you with another service (like EE mobile), you'll have a separate agreement for each service. Please read each agreement carefully. Although some of the terms are the same or very similar, each service has important differences.

### 4. When a service starts and how long it lasts

- a. Each **service** starts on the date shown in your **order confirmation**.
- b. Each **service** will last for at least the **minimum term** (where applicable) and will carry on after then unless:
  - you end a **service** in a way set out in this **agreement** (see point 10); or
  - we end a **service** in line with point 12.

We might also agree a new **minimum term** during or after your initial **minimum term** (for example, if you take up one of our offers at the time). We'll always tell you beforehand if there needs to be a new **minimum term**.

- c. If you end a **service** and fail to return the **loaned equipment** within 60 days you will be charged. This charge will depend on the condition of the loaned equipment. When you have it, you should keep it in good condition and use it in accordance with the **agreement**. The **non-return equipment charge** may be added to your bill or charged to a credit/debit card you have provided us details of. Payment of the **non-return equipment charge** does not transfer ownership to you, as the **loaned equipment** belongs to EE at all times.

## 5. You can change your mind

- a. You can change your mind and cancel a **service** within its **cooling-off period**.
- b. If we've already started providing a **service**, you'll have to pay us the full cost for the time you had it (which means we won't take into account any discounts or free offers) including:
  - the **charges** for the **service**;
  - anything you've used which isn't covered by the **charges**; and
  - any connection, installation or activation fees.
- c. If you cancel a **service** within its **cooling-off period** and we've provided you with **loaned equipment** for it, the **agreement** won't end until you've returned the **loaned equipment**. The following will also apply:
  - You must return the **loaned equipment** to us within 14 days of cancelling a **service**.
  - If you don't do this, you'll have to pay the full cost of the **loaned equipment**.
  - Once we get the **loaned equipment** back (or see evidence that it's been returned), we reserve the right to charge you if we think the **loaned equipment** is worth less than its original value because it's been used or damaged.

## THE SERVICE

### 6. How you can use the service

- a. Each **service** is just for you and your household for personal use. This means it should not be used for any trade, business or profession. You confirm you are not a VAT registered company using the **service** for business purposes. You're responsible for how each **service** and the **loaned equipment** are used.
- b. You agree that you'll do the following in connection with each **service**:
  - i. Follow any reasonable instructions we give you and help us run our security checks.
  - ii. Get any permission we need to provide a **service** in your home or to install anything for you.
  - iii. Tell us if you change your name, address, email address, home phone number, mobile number, payment details or anything else we might need to know about.
  - iv. Do everything you can to keep your **EE ID** username and password private and stop anyone else from using them. You should also keep your bill and account details safe from fraudsters.
  - v. Tell us straight away, and change your **EE ID** password, if you think or know that someone else knows your **EE ID** username and password.
  - vi. Use each **service** lawfully. That means you must not use it in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate).
  - vii. Not do anything which might have a negative effect on:
    - our systems, networks, servers, employees, brand, reputation or security;

- other customers' services or equipment;
  - other customers' security; or
  - any other person's or business's systems, networks or security.
- c. Each **service** may have monthly usage limits. If you go over any of these we'll charge you for the extra usage. Details of those charges are shown in our price guide at.
- d. If we reasonably believe you've misused a **service**, or have let anyone else misuse it, you might have to pay us for any loss or damage we suffer as a result.
- e. If we give you a phone number, you agree that you don't own that phone number and that you won't transfer it to anyone else or try to do so.
- f. If you take an **add-on** for digital home phone, you can use this 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.

## 7. Setting up the service

- a. If you need any **loaned equipment** installed, or if your line needs activating, we'll agree a date with you. You must let us into your home if necessary.

**EE Broadband Installation:** if you order installation, we'll install and connect your hub and computer to the EE broadband **service**.

**Data Cabling Installation:** if you ask us to install data cables for you, we will provide and install a data cable, up to a maximum length of 90 metres, between two points in your property. (The data cable will be tacked against walls and skirting boards, may be on both inside and outside walls, and will end in a wall-mounted box.)

We might ask you to install some **loaned equipment** yourself.

- b. If you need to change or cancel an appointment, you must tell us at least two **working days** beforehand.
- c. We might charge you for installing **loaned equipment** or activating your line. You might also have to pay a fee to re-activate an existing line. We'll tell you about these charges when you order. Once installation work has started, we won't refund the installation **charge**. We'll also charge you the installation **charge** if you prevent the installation from being done.
- d. We can only install the **loaned equipment** if someone over 18, who can make decisions about where and how we install it, is at home.
- e. On the day we install the **loaned equipment**, we might need to disconnect your line for a while. If possible, please have a backup for making calls to emergency services.
- f. If we need to change the installation date, we'll try to contact you at least two **working days** beforehand.
- g. The engineer won't be responsible for connecting any equipment that we haven't provided.

## 8. What we have to do for you



- a. We provide each **service**, the **loaned equipment** and installation work to the UK address you give us. We may take instructions from a person who we have good reason to believe is acting with your permission.
- b. We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of each **service** and the **loaned equipment** we use to provide it, we can't guarantee that it'll be available all the time.
- c. Sometimes faults in our network affect a **service**. We'll fix any faults as soon as we can. If there is a fault, point 14 explains what you can do.
- d. Occasionally we might have to interrupt, change or temporarily suspend some or all of a **service**, to maintain, upgrade or repair the network. If we do, we'll try to get the network up and running again as quickly as possible.
- e. In exceptional circumstances, we might have to do things to manage our network's performance. Please read the broadband traffic management <https://ee.co.uk/help/help-new/terms-and-conditions/home/broadband-network-traffic-management> policy on our website. If we know or believe that any of your devices have been infected by malware, or if any of your devices try to get access to a malicious website, we might take action. That might mean putting software onto our network to stop the spread of that malware or to prevent your devices from going to the malicious website.
- f. We try to make sure antivirus software and other security features we provide are effective. Please make back-up copies of your documents, photos and so on in case the originals are lost or corrupted.

## PAYMENTS

### 9. Paying what you owe us

- a. You must pay the **charges** for each **service**, whether you use them or someone else does.
- b. We'll normally bill you regularly and in advance for the period ahead. If we need to charge you for anything extra (for example, for going over any usage limit), we may add those charges to a later bill.
- c. You'll get bills through your online account (in the EE app or online) and we'll take payment by Direct Debit. If you want paper bills, just ask us and we'll send them to you. We may charge you for paper bills, but we'll tell you about the charge beforehand.
- d. You must pay your bill by the date set out on it, unless we agree otherwise with you.
- e. If you genuinely think we've made a mistake on your bill, tell us straight away. We won't suspend or end a **service** while we look into the matter. You must pay the amount you agree that you owe.
- f. If you don't pay your bill on time, we'll contact you. If you have not paid all or part of your bill by the date set out on it you may have to pay a late payment charge. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from you. These charges are shown in the Price Guide.
- g. If you don't pay a bill, we may suspend or end a **service**. If we do this then reconnect you, you will have to pay the **charge** to reconnect you to the **service**.

- h. If you don't pay your bill, we may give your details, including your personal information, to a debt-collection agency and ask them to collect the money for us. If we do, you'll have to pay an extra charge to compensate us. The debt-collection agency will add the charge to your debt. VAT will not be added to any extra charge we add to your bill.

We might also transfer your debt to any other business (in which case, your personal information will also be transferred) who may then try to recover the amount in a way it considers suitable.

This point continues to apply after the **agreement** with us has ended.

## ENDING THE SERVICE AND THIS AGREEMENT

### 10. When you can end the service and this agreement

- a. You can cancel the **agreement** if you change your mind about the **price plan** during its **cooling-off period**, as explained in point 5. You do not need to give a reason and you won't have to pay an **early termination charge** (but you may have to pay the **non-returned equipment charge**).
- b. Any **additional service** you have may have its own **cooling-off period**, as explained in point 5. If you change your mind about an **additional service** during its **cooling-off period** you can cancel it without giving any reason, but if you are outside the **cooling-off period** for the **price plan** and still within the **minimum term** you will have to pay an **early termination charge** if you want to cancel this **agreement**.
- c. Outside the **cooling-off period** you can cancel a **service** or the **agreement** at any time by giving us:
  - 14 days' notice, if you're switching to another provider through an approved switching process; or
  - 30 days' notice, if you're cancelling a **service** or the **agreement** for any other reason.

If you're outside the **cooling-off period** but within the **minimum term** when you cancel the **agreement**, you may have to pay an **early termination charge**. Points 10d, 10e, 10f and 11c explain when an **early termination charge** won't apply.

- d. You can cancel at any time if we break a significant term of the **agreement**. In this case you won't have to pay an **early termination charge**.
- e. You can cancel if you end a **service** as explained in point 22a.
- f. If you have regular or repeated, continuous or irregular faults with the broadband **service**, or we agree that the standard of service you get is consistently below what you might reasonably expect, we may let you end the **agreement** without paying an **early termination charge**. Please get in touch if you'd like to talk about this and we'll assess what your options are.

### 11. Charges for ending a service or the agreement early

- a. You'll have to pay an **early termination charge** and/or a **minimum term add-on early termination charge** if:

- i. you end the **agreement** during its **minimum term**, except in the circumstances listed in point 11c below; or
  - ii. we end the **agreement** during its **minimum term**, in line with points 12b(iii) to 12b(xii); or
  - iii. you end a **minimum term add-on** during its minimum term, except in the circumstances listed in point 11c below.
- b. **loaned equipment**: Where the **agreement** is ended during the **minimum term**, you will have to return the **loaned equipment**. If you do not do this on time we will charge you the **non-return equipment charge**. If you return the **loaned equipment** but it is damaged you will have to pay the [name of fee]. These charges may be added to your bill or charged to a credit/debit card you have provided us details of. Payment of the **non-return equipment charge** does not transfer ownership to you, the loaned equipment belongs to EE at all times.
- c. You won't have to pay an **early termination charge** or **minimum term add-on early termination charge** referred to in point 11a if:
  - i. you end the **agreement** within the **cooling-off period** for the **price plan** or the **service** within its **cooling-off period** as shown in point 10a;
  - ii. you end the **agreement** under point 20c;
  - iii. you end the **agreement** as a result of us breaking a significant term of the **agreement**;
  - iv. you end the **agreement** under point 10f as a result of faults with that **service**;
  - v. you end the **price plan** as a result of us breaching our obligations in a **voluntary code**;
  - vi. you end a **service** under point 22a as a result of us moving you to another service; or
  - vii. you move home and we cannot provide the **price plan service** at your new UK address.
- d. The **early termination charge** or **minimum term add-on early termination charge** is calculated as follows:
  - i. the sum of all outstanding **charges** for the **service** for the remainder of your **minimum term**, factoring in any recurring monthly discount to which you are entitled, calculated at a daily rate;
  - ii. minus VAT at the prevailing rate;
  - iii. minus costs we save as a result of you leaving early, such as wholesale costs where applicable;
  - iv. minus a further 1%; and
  - v. with VAT at the prevailing rate added onto that final amount.
- e. Whether you cancel the **agreement** during the **minimum term** or after the end of the **minimum term** you will have to pay all **charges** you owe us for the **services** up to the date the cancellation is effective.

## 12. When we may restrict, suspend or end a service

- a. We may stop providing a **service** at any time by giving you at least 30 days' written notice.

- b. If you break the **agreement**, we'll normally let you try to put things right within a reasonable time. But we may limit, suspend (in part or fully) or end a **service** immediately in the situations listed below. If we do that we may charge a fee for starting a **service** again; and you may have to pay the **charges** for a **service** while it's suspended.
- i. We have to end the **agreement** by law or in line with any regulation.
  - ii. We can't provide a **service** (or part of it) any more, or we have suspended or restricted a related service.
  - iii. You break the **agreement** and don't put things right in a reasonable time.
  - iv. You seriously misuse a **service** or break the **agreement** in a way that cannot be put right.
  - v. You or anyone else using a **service** act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a **service**.
  - vi. You don't pay for a **service** (as described at the end of point 9g) or you pay in a way other than how we've agreed with you.
  - vii. You cancel your direct debit and we haven't agreed another way you can pay.
  - viii. We suspect fraud or any other unauthorised activity.
  - ix. It's reasonable for us to do so to protect our network and maintain a high-quality service.
  - x. Your usage is significantly different to what we'd expect from the average customer.
  - xi. You significantly break any other agreement you have with us and don't put things right within a reasonable time.
  - xii. You use a **service** for any trade, business or profession.
- c. If we suspect there's been, or is likely to be, a security incident, we may suspend your **EE ID** username to protect your account. We'll ask you to change your password before letting you log back in.
- d. If we suspend or end a **service**, we'll tell you what you need to do to restore it.
- e. If you're within the **minimum term** when we tell you we'll end a **service** for any reason listed in point 12b, you'll have to pay any **early termination charge** or **minimum term add-on early termination charge** that is due in line with point 11.
- f. If you break the **agreement** and we do not take action, we can still take action at a later date.

### 13. When you get other services from us

- a. Sometimes we can only provide you with a **service** if you also have one of our other services. For example, you can only get a digital home phone service as an **add-on** if we also provide you with the **price plan** service. If the underlying service ends or is suspended, we might need to end or suspend the other. If that's the case, we'll tell you.
- b. If you're using any extra services, they may end on the day the **agreement** ends. We'll tell you about this at the time.

- c. In some situations, this **agreement** may form a **linked agreement** with other agreements you take from us. If that is the case, in some situations where you are able to cancel a **linked agreement** without having to pay an **early termination charge** you may also be able to cancel this **agreement**.

## If something goes wrong

### 14. What you can do when we don't meet our promises

If you have a problem with a **service** or the **loaned equipment**, you may have a few legal options. For more information, visit the website [adviceguide.org.uk](https://www.adviceguide.org.uk). We will comply with all relevant Ofcom General Conditions and Voluntary Codes of Practice where we are a signatory to that particular code. Also, when we've caused the problem, we may do the following.

- a. Apply a credit to your account when we're late repairing your service. If you ask us, we'll work out a refund using your daily **charges** and the number of days the **service** was affected by the problem (up to a maximum of 2 days).
- b. Pay any reasonably incurred losses that we could have reasonably foreseen as a result of us breaking the **agreement** (except for amounts listed in points 14(a) and 15). If you claim this, we'll ask you to show us proof of your loss. VAT won't be added to any amount we agree you're due.

### 15. What we're not responsible for and limits on our liability

- a. If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.
- b. We accept responsibility for loss of or damage to your physical property arising from our negligence. We'll pay up to £10,000 in total for any one event or series of connected events arising in any 12-month period.
- c. Apart from responsibility we accept under points 15a and 15b, the following apply.
  - i. **Digital Home Phone add-on:** the most we'll pay you for each line affected in any 12-month period is £1,000. This applies unless only the number transfer is delayed, in which case we'll pay you a daily amount for up to one month.
  - ii. We won't pay you more than a total of £5,000 in compensation in any 12-month period.
- d. Apart from responsibility we accept under points 15a and 15b, we're not responsible to you for the following.
  - i. Any delay or failure caused by something beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action. This does not affect any rights you may have under a voluntary code.
  - ii. You breaking the **agreement**.
  - iii. Any loss you suffer caused by you using a **service** in a way that breaks the **agreement**.
  - iv. Any commercial or businesses loss.

- v. Any loss or damage caused by malware or the unauthorised use of a **service** on any of your devices.
- vi. Any loss of, corruption of, or release of data or information.
- vii. Any failure of safety, security or other alarm systems due to incompatibility with a **service**, or any other reason which is not due to our fault or neglect.
- viii. You using any equipment or hardware we haven't supplied.
- ix. Losses which we couldn't reasonably have expected or which we couldn't have considered when entering into the **agreement**.

## 16. Returning faulty equipment

- a. If you think any of the **loaned equipment** is faulty, please tell us.
- b. You must return any **loaned equipment** that you tell us is faulty, or which we tell you is faulty or needs to be fixed or replaced.
- c. We may test any **loaned equipment** you tell us is faulty. If we find it isn't faulty, we may return it to you or replace it.
- d. If you haven't returned any **loaned equipment** within 30 days of us giving you a replacement, we may:
  - i. interrupt or restrict access to any service you take from us until the **loaned equipment** is returned; or
  - ii. recover our costs for that **loaned equipment**.

Any replacement **loaned equipment** we send will be new or 'as new' (which is second-hand **equipment** we've refurbished).

## CHANGES WE MAY MAKE

### 17. Why we can make changes to the service, loaned equipment and the agreement

We may change a **service**, the **loaned equipment** and terms and conditions of the **agreement** to do the following.

- i. Make the **agreement** clearer or easier for you to understand or change it in another way (if this change falls within point 20c(i) or point 20c(ii) you will have the right to cancel as described in those points).
- ii. Change, improve, update or add to a **service** or **loaned equipment** you get (for example, if we increase the maximum upload speed for your broadband, or add new types of calls to your home phone **add-on**).
- iii. Introduce new services, additional services or **loaned equipment** (for example, if we introduce a new security product).

- iv. Change your area code or phone number, or access numbers, where you have a home phone **add-on**.
- v. Change the way we structure our prices, **charges** for a **service** or **loaned equipment** (for example, if we change the names of our products or services, their content or their descriptions).
- vi. Add new **additional services** (for example if we introduce a new security feature to your broadband service).
- vii. Add to or change the way we provide a **service** or **loaned equipment** (for example, if we introduce new ways for you to receive broadband.)
- viii. Reflect changes to or developments in technology (for example, we may develop the way we provide a **service**, or introduce new ways to pay for a **service**, or develop and introduce new systems which give you a better service).
- ix. Withdraw, replace or remove all or part of a **service** or **loaned equipment**.
- x. Make minor changes to technical specifications (for example, limits for transferring information associated with a **service** and the technology we use to provide a **service** to you.)
- xi. Update, upgrade, improve or alter a **service** or **loaned equipment** (for example, to fix bugs or faults, tackle security issues, improve software or equipment, change the way a **service** looks or improve how the **loaned equipment** works).
- xii. Reflect a change in our ability to provide a **service** or **loaned equipment** in a particular area (for example, if we increase our coverage somewhere).
- xiii. Reorganise the way we manage or run our business.
- xiv. Reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us.

Because we might provide a **service** to you for a long time (not just for the **minimum term**), and we can't always predict the future, we may need to make changes for a reason not listed here. If we do, we'll give you notice, and you may be able to end a **service** in line with points 20b or 21a.

## 18. Why we can make changes to the charges

We may change the **charges** if:

- i. we change a **service**, the loaned equipment or the terms and conditions of the **agreement** as listed in points 17(i) to 17(xii);
- ii. the cost of providing a **service** increases (for example, the businesses we buy from increase their prices);
- iii. the cost of running our business increases;
- iv. we reorganise the way we run our business; or
- v. there's a change in a law, code of practice, regulation, guidance or responsibility that applies to us (for example, if there's a VAT increase).

## 19. Changes to the charges

- a. An annual price increase will be applied to your **charges** (including the **price plan charge** but excluding **add-ons**). This annual price increase (rounded to the nearest whole pence) will be calculated as follows:
  - i. The amount of your **price plan charge** shall increase by the **annual price rise amount**.
  - ii. The amount of any other **charge** (other than the **price plan charge** or any charge for an **add-on**) shall increase by the **annual price rise percentage**.

This increase will take effect on or after 31<sup>st</sup> March. We will remind you each year before the annual price increase takes effect.

- b. We might need to make changes to the **charges** for reasons other than those listed in point 17. If we do, we'll give you notice and you might be able to stop a service in line with points 20b and 21a.
- c. Where you have more than one service from us and each is subject to an annual price rise, the amount of the price rise is calculated on each service separately.
- d. **Customers with a Digital Home Phone add-on only:** Where one or more of our international partners increases the cost of calling or texting from the UK to another country (an international call or text) we will increase the **charge** you pay for international calls and/or texts by the same amount. We will tell regular users of international calling services that are changing that the increase is happening. Any change to charges under this point 19d will not give you the right to cancel this agreement without paying an **early termination charge**, unless it significantly disadvantages you and you give us notice to cancel this agreement within 30 days of the date of the notice we sent you. We will not increase international calling charges in this way more than once in any month.

## 20. How we can change the price plan, the price plan charge and terms and conditions of the agreement

- a. We may suspend, withdraw or change your **price plan**, change the **price plan charge** or change the terms and conditions of the **agreement** at any time for the reasons listed in points 17, 18 and 19.
- b. These changes will give you a right to end this **agreement** without paying any **early termination charge** unless:
  - i. The change has no negative effect on you; or
  - ii. The change to the **terms and conditions** is directly imposed by law or is of a purely administrative nature (for example but not only, transferring this agreement to another company in our **group**) and has no negative effect on you; or
  - iii. The change to the **price plan charge** is as a result of our annual price increase (see points 19a and 19d).
- c. If this point applies:
  - i. We'll tell you at least 30 days before the change, unless we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible).



- ii. We'll give you the opportunity to give us 30 days' notice to end **the agreement** without having to pay any **early termination charge** (unless one of the circumstances at point 20b above applies). You'll have to tell us that you want to do this within 30 days of the date of the notice that we send you.
- iii. The change will apply to you once the 30 days has run out, unless you have ended the **agreement** before then.
- d. We can lower any **charge** at any time without telling you beforehand, although we will try to tell you if we can.

## 21. How we can change the additional services, add-ons and loaned equipment

- a. We can suspend, change, change the **charge** for or withdraw part or all of the **additional services, add-ons** or the **loaned equipment** at any time for the reasons listed in points 17, 18 and 19. Changes that significantly disadvantage you may give you a right to end this **agreement** without paying an **early termination charge** or **minimum term add-on early termination charge** (see 21(iii) below). We'll tell you about changes that impact you at least 30 days before the change, unless i) we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible) or ii) the change is to your benefit (for example we add an extra **additional service** into your plan at no extra cost).
- b. **Change to an additional service (excluding add-ons) that you use:**
  - i. We'll give active users of the **additional service** (excluding **add-ons**) that is changing at least 30 days' notice of the change, unless i) we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible) or ii) the change is to your benefit (for example we add an extra **additional service** into your plan at no extra cost). The change will apply to you at the end of the 30 days' notice.
  - ii. Where the change is not to your benefit we'll give you the opportunity to give us 30 days' notice to end the **additional service** that is changing. you'll have to tell us that you want to do this within 30 days of the date of the notice that we send you.
  - iii. Where the change significantly disadvantages you, we'll give you the opportunity to give us 30 days' notice to end the **agreement** without having to pay an **early termination charge**. You'll have to tell us that you want to do this within 30 days of the date of the notice we send you.
  - iv. For the avoidance of doubt, a change to an additional service that you do not use we will not allow you to end this **agreement** without having to pay any **early termination charge**.
  - v. For the avoidance of doubt, if a change is to your benefit (for example we add additional content into the **additional service**) we will not allow you to end this **agreement** without having to pay any **early termination charge**.
- c. **Change to an add-on on your account:**
  - i. We'll give you at least 30 days' notice of a change to an **add-on** that is on your account, unless i) we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible) or ii) the change is to your benefit (for

example we add extra services into your **add-on** at no extra cost). The change will apply to you at the end of the 30 days' notice.

- ii. Where the change is not to your benefit, 'we'll give you the opportunity to give us 30 days' notice to cancel the **add-on** without having to pay us any compensation for cancelling it early. You'll have to tell us that you want to do this within 30 days of the date of the notice that we send you.
- iii. For the avoidance of doubt, a change to an **add-on** will not allow you to end this **agreement** during its minimum term without having to pay an **early termination charge**.

**d. Change to the loaned equipment:**

- i. We'll give you at least 30 days' notice of the change, unless i) we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible) or ii) the change is to your benefit (for example we add extra functionality at no extra cost). The change will apply to you at the end of the 30 days' notice.
- ii. If the change to the **equipment** significantly disadvantages you, we'll give you the opportunity to give us 30 days' notice to end the **agreement**, without having to pay any **early termination charge**. You'll have to tell us that you want to do this within 30 days of the date of the notice that we send you.
- iii. For the avoidance of doubt, if a change is to your benefit (for example we improve the functionality of the equipment) we will not allow you to end this **agreement** without having to pay any **early termination charge**.

**22. Moving between services, additional services and loaned equipment**

If we withdraw a **service** so you can't carry on receiving all or part of it, (for example, if we change the number of service options available), we'll move you onto our next best, or better, service. If we can, we'll tell you at least 30 days before we do this. If we can't, we'll give you as much notice as possible. If the service we move you to has a higher charge, we'll either let you end it without paying the charges described in point 11 or we won't charge you the higher charge for the rest of the **minimum term**.

After the **minimum term**, we'll charge you the full price of the new service.

- a. We may move you to a better service, additional service or equipment at no extra cost for a trial period. We'll tell you at least 30 days before we do this. Unless you tell us not to, we'll move you back to your previous service, additional service or equipment once the trial period has finished. You can tell us to end your trial period whenever you like.
- b. You can choose to upgrade or change a **service**. We might let you carry over any **minimum term** you've got left on the **agreement** or we may apply a new minimum term or charge you an activation charge. We'll tell you at the time if that's the case so you can make the right decision.

## EVERYTHING ELSE

### 23. Equipment and software

We'll tell you when you should get the **loaned equipment**. You may be able to get other equipment from us at an extra cost. If there are any charges for equipment, we'll tell you when you order.

- a. The **loaned equipment** (except the software in it) belongs to us at all times. You must look after it and not dispose, damage, destroy or otherwise interfere with it unless we ask you to (for example, if we're helping you fix a problem). If the **loaned equipment** is damaged other than through fair wear and tear, you'll have to pay to fix or replace it. We recommend you insure it against loss, theft or damage for the full replacement value.
- b. Payment of the **non-return equipment charge** does not transfer ownership, you must still return the **loaned equipment**. If the **loaned equipment** is returned within two years of the **non-return equipment charge** being levied, we will credit your account (or provide a refund at our absolute discretion) an amount corresponding to the condition of the **loaned equipment** allowing for reasonable wear and tear.
- c. The **EE-owned equipment** will always belong to us. You must look after it and not damage, destroy or otherwise interfere with it unless we ask you to (for example, if we're helping you fix a problem). If the **EE-owned equipment** is damaged other than through fair wear and tear, you'll have to pay to fix or replace it.
- d. We own, or own the licence to, the software in any **loaned equipment** we (or someone acting on our behalf) have given you. Sometimes you'll have to agree to the terms of an end-user licence to use it. You won't have to pay any charges for this software unless you've agreed to do so.
- e. You must let us update, upgrade or replace software relating to a **service** or the **loaned equipment**. Software changes might happen automatically.
- f. We can only be responsible for equipment we give you. If you choose to use any other equipment (like a router made or supplied by anyone else), you must make sure it's compatible with that **service**.
- g. You must not connect equipment to our network that may harm it, or harm anyone else's equipment or services. If you do, you must disconnect it straight away, or pay us to do it.

### 24. What happens when you move home

If you move home, let us know at least 14 days beforehand. You can ask us to set up the **service** at your new address in the UK. Under our home mover policy, we'll carry on providing that **service** at your new address unless it's not possible to do so. See our website for details on arranging your home move.

### 25. How to get in touch with us and how we'll contact you

- a. We may send notices to either your postal address, your online EE account or the EE app, 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'll assume you get letters in the post two **working days** after we've sent them. We'll assume you get notices sent via other media

on the day after we've sent them. We aren't responsible for messages that don't get to you because of circumstances outside our control. It's your responsibility to read the notices that we send you.

- b. It is your responsibility to keep your details up to date so you must tell us about any changes to postal address, email address, mobile phone number or home phone number immediately. If you fail to let us know of any change, we will continue to use the last known contact details that you gave us.
- c. You can phone us from the EE app, on 150 from an EE mobile or on 07953 966 150. Calls are free from landlines and EE mobiles, and charged at the standard rate from other mobiles. You can also message us through the EE app or by any other way shown on our website.

## 26. Parental controls

You're responsible for setting parental controls or any other controls available for each **service** and keeping them up to date. When parental controls are on:

- we limit access to websites we (or our supplier) believe should be blocked because they may be unsafe or unsuitable for you to view or access (based on the choices you've made); and
- websites are sorted for blocking by our supplier. We aren't responsible for categorising websites or for you always being able to go to websites which aren't barred.

## 27. Sorting out complaints

You may be able to take Your disputes to adjudication under the Ombudsman Services dispute resolution scheme, the details of which are set out in Our Complaints Code of Practice. We will give You a copy if You ask for it. You can find details of Our Complaints Code of Practice on Our website at [www.ee.co.uk](http://www.ee.co.uk).

## 28. Transferring the agreement

The **agreement** is only between you and us. You cannot transfer it to anyone else or try to do so. We can transfer the **agreement**, and our rights and obligations under it, to anyone else (including if we reorganise the way we work), as long as it doesn't have a negative effect on your rights.

## 29. Other things we need to tell you

- a. We and our suppliers still own any intellectual property rights associated with a **service** and the **loaned equipment**, so you won't own any rights in them by using a **service**.
- b. Only you and we can take action under the **agreement**. Nobody else can enforce it or benefit from it (except in line with point 28).
- c. If any part of the **agreement** cannot be enforced, all other parts of the **agreement** will still apply.
- d. We may record calls (including marketing calls) to help us with training and to prevent identity fraud. We also record all 999 and 112 emergency calls.
- e. The **agreement** is made under English and Welsh law. Any disputes you and we cannot settle can only be decided in English and Welsh courts, unless:
  - you live in Scotland, in which case Scottish law applies and the courts of Scotland will settle disputes; or

- you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern Ireland will settle disputes.
- f. For information on our products and services for people with disabilities see our website.