

EE SIM ONLY PAY MONTHLY BASICS PLAN TERMS AND PRICE GUIDE

Available from 15 November 2022

PLAN TERMS

These terms and conditions apply in addition to EE's Pay Monthly Network terms: see ee.co.uk/terms. Where these terms conflict with those other terms, these terms are the ones that apply.

What is Basics?

Basics is our low-cost Sim only plan for people who get some state benefits.

What does the Basics Plan contain?

Basics Plan	
Monthly cost (including VAT)	£12
Minimum term	30 days
Data allowance	5GB
Minutes/texts	Unlimited
Speed cap	Up to 25Mbps

See our Price Guide at page 6 onwards for details of your inclusive allowances.

Your monthly payment is for using mobile internet on your phone, for checking voicemail and an allowance of minutes and texts.

The monthly plan price will not increase on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%.

Add-ons and all out of bundle charges, however, <u>will increase</u> on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%. See ee.co.uk/increase for details.

Please note the cost of other services you take from us may increase or decrease while you're an EE customer.

We'll set your spend cap at £5 a month. Unless you contact us, you won't be able to increase or remove it, or take add-ons or incur out of bundle charges (but you will be able to incur the daily charge for use of allowances in the EU/EEA up to the spend cap). If you do contact us, you'll then be able to change your spend cap, and take add-ons and incur out of bundle charges and these will be subject to annual price increases as set out above. Note that there may be some add-ons you cannot take and some out of bundle charges you cannot incur.

A Basics Plan is not eligible for any discounts offered for other plans. On a Basics Plan, you are not able to gift and receive data, and Stay Connected Data is not included.

Who can get a Basics Plan?

A Basics Plan is available for anyone on one or more of these state benefits:

- Universal Credit (all claimants)
- Pension Credit (Guarantee Credit)
- Income Support

- Jobseeker's Allowance
 - You need to be receiving income-based Jobseeker's Allowance to qualify for Basics. People on contribution-based only JSA are not eligible. If you receive both income and contribution-based JSA, your income-based JSA must be higher.
- Employment and Support Allowance
 You need to be receiving income-related Employment and Support Allowance to qualify for Basics.
 People on contribution-based only ESA are not eligible. If you receive both income and contribution-based ESA, your income-based JSA must be higher.

The person in receipt of one of the above state benefits must be the named EE account holder of the Basics Plan. Only one Basics Plan is allowed per EE account holder.

You'll also have to pass our standard credit check.

Are there any eligibility checks?

Yes, you will need to pass an eligibility check. This will involve providing EE with some personal information (your surname, date of birth, and National Insurance number) so we can check you meet the eligibility requirements set out above. We'll process this information in accordance with EE's privacy policy, see https://ee.co.uk/eeprivacycentre.

What's the minimum term for a Basics Plan?

Our Basics Plan has a 30 day minimum term but eligibility for it is checked every 12 months. You can choose to leave or swap your plan at any time and there are no cancellation or early termination charges. When you reach month 11 of your plan, we will contact you to let you know that you're nearing the end of your current 12 month period of eligibility and to tell you we will run another eligibility check on the 12 month anniversary of your Plan.

How frequently will EE check that I'm eligible for a Basics Plan?

We'll run an eligibility check every 12 months. If you are still eligible and want your Plan to continue, the Plan will continue and you will be eligible for the Plan for another 12 months.

What happens if I'm no-longer eligible for a Basics Plan?

If you're no longer eligible then we'll contact you to tell you that you'll be moved onto our alternative SIM only plan. If you don't want to move you can of course end the service or swap to another plan.

The alternative SIM only plan will cost more each month than this Basics Plan (we will confirm how much when we contact you), and the monthly price, add-ons and all out of bundle charges will increase on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%. See ee.co.uk/increase for details. Please note the cost of other services you take from us may increase or decrease while you're an EE customer.

MINUTES AND TEXTS

You can use your minutes & texts when in the UK and Republic of Ireland to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (mobile and landline numbers to Jersey, Guernsey and Isle of Man not included).

Calls to numbers starting with 08, 070, 09 and 118 are not included in your inclusive allowance of minutes. Calls to numbers starting with 084, 087, 09 and 118 will be split into two parts:

- the Access Charge this is the amount that is charged by EE as set out in the Non-Standard Price Guide here:
- the Service Charge this is charged by the organisation you are calling. The amount of the Service Charge is set by them and should be stated anywhere the number is advertised.

The Access Charge is added to the Service Charge to give your total cost of call. For further information https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers.

Your inclusive data allowance is for use when in the UK and Republic of Ireland.

Plans are for normal person to person use from your phone and are subject to your acceptance of our standard terms and conditions for pay monthly services. We monitor use in accordance with those terms. The terms state that you can't use these plans to sell access to our network to anyone else. They are also not to be used for anything unlawful or to send nuisance communications. At the moment, we'll decide that you're breaking these terms if you text and/or call more than 300 different numbers in a month. Remember, we're free to decide that other types of use may also be breaking this term. If you do break this term, we'll contact you and ask you to stop and if you don't then we may disconnect your SIM card from our network.

4G Calling: You'll need a 4G calling compatible phone to make and receive calls over our 4G network. 4G Calling is not available when roaming.

<u>Wi-Fi Calling:</u> When in the UK, if you have a compatible device and the correct software, you can use your minutes allowance to make calls using Wi-Fi Calling (see ee.co.uk/wificalling for terms).

DATA

You'll need 3G, 4G or 5G coverage to use mobile internet on your phone plus a compatible device. You'll need to be in range of our base stations: to use our 4G network you need to be within a 4G-enabled area and to use 5G you need to be within a 5G-enabled area. 5G is only available in a limited number of locations and you must have a 5G compatible device to access it. You can and should check expected coverage via our coverage maps at ee.co.uk/coverage. Your phone may not be compatible with other UK networks or networks outside the UK. Whether you're on 3G, 4G or 5G, coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography. In some very limited circumstances right at the edge the 5G-enabled area and when you are indoors, your device may show you're connected to the 5G network when you're not. You'll still receive our best available speed at this location (subject to your plan's speed cap).

Your plan gives you a data allowance to use each month. As your plan has a capped data allowance, we'll let you know by text message when your data is running low (when 80% of your allowance is used up) and when it has run out.

Speeds

A Basics Plan gives you access to speeds capped at 25Mbps in the UK. The speeds you achieve will also depend on a number of factors including: your location, the device you are using and geographic factors such as tree coverage and population density. If you are using your phone indoors, the materials of the building you're in may also affect mobile internet speeds.

ROAMING

A daily charge will apply to use allowances in the EU/EEA unless you have an add-on that includes EU/EEA Roaming. See below for details of destinations included.

You can use your minutes and texts:

- When roaming in the EU/EEA to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (including landlines and mobiles in Jersey, Guernsey and the Isle of Man) & Republic of Ireland.
- When roaming in the EU/EEA (including Jersey, Guernsey and the Isle of Man) to call and text customers of EU/EEA mobile networks and landlines.

Examples of when daily the charge does/does not apply:

 Calls and texts from the UK to France is an international call. This is not covered by the daily charge and International call charges apply:

- The daily charge does apply to calls and texts from France to mobiles & landlines in the UK & Republic of Ireland.
- The daily charge does apply to calls and texts within the EU/EEA/Switzerland to mobiles & landlines (so for example from France to France, or from France to Spain).

You cannot use your inclusive minutes and texts to call and text customers of mobile networks and landlines in the EU/EEA/Switzerland when in the UK. Allowances do not include premium rate numbers anywhere in the EU and will be charged at your normal plan rate.

Our **Europe Roaming Zone** presently includes:, Austria, Azores, Belgium, Bulgaria, Croatia, Cyprus*, Czech Republic, Canary Islands, Denmark, Estonia, Finland, France, French Guyana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Saint Martin (French), Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City (Italy).

* Note Turkey (you may connect to a Turkish network in Northern Cyprus) and Andorra are outside the EU/EEA and not included in our European Roaming Zone. Therefore any calls made from either of these countries, or from Northern Cyprus if connected to a Turkish network, will be chargeable as set out in the non-standard price guide.

Republic of Ireland

When you are in the Republic of Ireland calls, text and data usage within the Republic of Ireland and to the UK are included within your allowance and the daily charge does not apply unless you have a limited call or text allowance. Once you have used up your allowance, calls or texts from the Republic of Ireland to the UK will be subject to the daily charge and calls within the Republic of Ireland will be subject to standard rates as set out in the standard and non-standard price guide.

When you are in the Republic of Ireland the daily charge applies to calls and texts to the EU/EEA/Switzerland.

You can call 150 free of charge when roaming in the EU/EEA to get information about our charges. Emergency services can be contacted within the EU/EEA by calling 112.

If your device is compatible with WiFi Calling, you will not be able to use it for WiFi Calling when outside the UK.

If you use all your domestic data allowance when roaming outside the UK you'll need to buy an out of bundle UK/EU data add-on to continue using data. Details of these data add-ons can be found in the EE Pay Monthly Non-Standard Price Guide.

Speeds

All our customers can enjoy the superfast speeds supported by our roaming partners abroad (subject to your plan's speed cap). But please note:

Speeds outside the UK always depend on the network you connect to and 4G and 5G may or may not be available. We aren't responsible for the speeds or coverage you get outside the UK. As in the UK, your coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography.

Stable links

You must comply with the EE fair usage policy which includes you being a permanent resident in, or having a stable link to, the UK. We will consider you to have a stable link to the UK if, during any four-month period, you:

- spend a total of two months or more within the UK; or
- mainly use your inclusive voice, text or data usage allowances in the UK, rather than while you are roaming.

If we reasonably believe there is a breach of this stable links policy, we will monitor this based on the combination of your presence in the UK and usage in the EU/EEA/Switzerland for four months. If, during this four month period, we believe or know that you may have breached the conditions set out above, we will notify you of the breaches and ask you to explain the reasons for this, as well as setting out the type of proof you need to supply to satisfy us that your usage complies with EE's stable links policy.

If you do not contact us within 14 days or we think that your explanation for your usage is unreasonable we may apply a surcharge for all future usage as follows:

1MB £0.0036

Note whilst the charge displayed above is per MB, EE charge on a per KB basis (i.e. 1KB = £0.00000352 or 0.000352p).

We will cease to charge these surcharges when you contact us and either supply the proof requested in our notification or comply with the stable links policy. You may not resell our UK SIM cards to persons not residing in or having stable links to the UK. If you do, we may block the SIM card and roaming services.

Details of the surcharges mentioned above can be found in the EE Pay Monthly Non-Standard Price Guide.

Complaints

If you have any concerns about EE's fair usage policy, please get in touch with us using your preferred contact method at our <u>Ways to Complain</u> page. Please see our <u>Complaint Code of Practice</u> for full details of our complaints procedure.

BASICS SIM ACCESS PLAN

These terms are in addition to our Basics plan terms above where applicable and are subject to the restrictions outlined below. Basics SIM Access Plan is offered at our discretion to those customers unable to obtain a standard Basics Plan due to not passing the credit check. All services for use in the UK only, unless specified otherwise. No deposit required. Not compatible with sharer plans.

Allowance allows you to call/text from UK to UK mobiles & landlines starting with 01, 02 and 03 (excluding Jersey, Guernsey and the Isle of Man). Out of allowance calls to these numbers are charged as set out in our Standard and Non-Standard price guide here;. General: Calls to 084, 087, 09 & 118 numbers are not included; you'll be charged EE's Access Charge as set out in our Standard and Non-Standard price guide plus the applicable service charge. See the EE Price Guide for a detailed list of service charges. See ee.co.uk for our Price Guide & more info. Once you use up your data, you'll be required to buy a data add-on to continue using your device for that purpose. The credit limit is £30 which may be increased at our discretion from time to time. Once the credit limit is reached the service will be suspended. Once the balance is cleared the service is restored. Some charges may not be recorded against your account immediately, so the charges could exceed your credit limit before your account is suspended.

PLAN PRICE GUIDE

For new and upgrading customers from 15 November 2022. This is the Plan Price Guide referred to in your full pay monthly agreement with us. This Plan Price Guide forms part of your agreement with us.

The monthly plan price <u>will not</u> increase on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%

Add-ons and all out of bundle charges, however, <u>will increase</u> on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%. See ee.co.uk/increase for details.

Please note the cost of other services you take from us may increase or decrease while you're an EE customer.

Basics Plan		
Monthly cost (including VAT)	£12	
Minimum term	30 days	
Data allowance	5GB	
Minutes/texts	Unlimited	
Speed cap	Up to 25Mbps	

Included in Allowances	
Service Type	Basics Plan
Calls to UK mobile numbers	✓
Calls to certain MVNO numbers ²	Х
Calls to UK landlines (numbers starting with 01,02, or 03 excluding Jersey, Guernsey and Isle of Man)	✓
Calls to Freephone (080) & (116) ^{3, 4}	Х
Calls to 08 & 09 numbers	Х
Calls to 084 and 087 numbers	Х
Calls to numbers starting in 0500	Х
Calls to retrieve voicemail	✓
Text messages to UK mobile numbers ⁴	✓
Text messages to certain MVNO numbers ^{2, 4}	Х
Picture messages	Х
Calls to Customer Services (During Normal working hours)	✓
Calls to Customer Services (During Extended Working Hours) ⁵	✓
Calls divert ⁶	✓
Calls & texts to UK mobiles and landlines when roaming in one of countries listed below ^{1, 7}	×
Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French) San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City	
Calls and texts to mobiles and landlines within the countries listed below when roaming in those countries ^{1, 7}	X
Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Wadeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City	

* Cost of Calls or Services Made Outside of Allowances (Inc. VAT) can be seen under the standard and non-standard price guide here.

- 1. Daily charge applies unless you have an add-on that includes roaming in the countries listed. Standard rates apply once plan allowance is used. When in Republic of Ireland, if you have used your allowance a daily charge applies for any calls, texts, data used in addition to the cost of an add-on. When in Republic of Ireland, if you have used your allowance a daily charge applies for any calls, texts, data used in addition to the cost of an add-on. Cost of daily charge can be seen under the standard and non-standard price guide here.

 For further details on call costs whilst roaming please refer to the help section of our website, ee.co.uk.
- 2. Calls & text messages to certain MVNO and call forwarding services are not included in your allowance. A pre call announcement may be heard prior to call connection. See 'points to note' for more information.
- 3. Calls to some charity helplines (e.g. Childline) are free to call and will not be deducted from your allowance. For a full list please visit the 'help' section of our website, ee.co.uk.
- ${\it 4.} \quad {\it Applies to messages sent from your phone or via the EE website, ee.co.uk.}$
- 5. Call charges vary depending on the time of your call as well as other optional selections that you may choose. You will be notified of call costs and have the option to end the call at that point without incurring any charge. Please see our 'Non-Standard Service' brochure for further details and for definitions of our "normal working hours" and "extended working hours.

- 6. Call divert is included in your allowance where the diverted to a number which would have ordinarily been included in your allowance. Standard call rates apply to outside of allowance calls
- 7. Fair usage applies abroad. See plan terms above. VoIP and using your phone as a modem or 'tethering' use will be deducted from your inclusive data allowance.

POINTS TO NOTE

General

- A text message consists of up to 160 characters. If you send a longer message, to a number excluded from your allowance, you will be charged for two or more text messages as appropriate
- You can get an estimate of your out of allowance usage by calling 150 or by visiting MyEE. If there is a
 difference between the account services estimates and the amount shown on the bill, the latter takes
 precedence
- Charging starts when a call is answered by a person or an answering device
- Diverted calls are charged at the standard landline rate, or if appropriate, the relevant mobile or special number rate. Diverted calls are not included in your inclusive allowance
- On the bill, for pay monthly customers the charge for each call is rounded to the nearest tenth of a penny.
 The total of each of the sub- categories of 'call charges' and 'other usage charges' will be rounded to the nearest penny on the bill, then added together before VAT is added to this final figure. All chargeable calls will be subject to a 1 minute minimum charge unless otherwise stated
- When you join an EE pay monthly plan, you should be sent your first bill within two weeks of becoming
 a customer. Your first months charge will be proportionate to the number of days from your date of
 joining to the end date of your bill
- Total amounts on your bill are rounded to two decimal places, so the value may be a penny higher or lower.

How Your Services Are Charged - Data

What do you mean by data usage?

We measure how much data you use in kilobytes (KB). Data is based on the following units:

- 1024 bytes = 1 Kilobyte (KB) (equivalent to reading 2/3 paragraphs of text)
- 1024 KB = 1 Megabyte (MB) (equivalent to about one hour of instant messaging)
- 1024 MB = 1 Gigabyte (GB) (equivalent to about five hours of watching YouTube)

We send data across our network in packets no bigger than 1.5KB. A packet is just a unit of data.

Data usage is all the data that's been sent or received. Upstream is where data is transferred from your device to the internet (uploading). Whereas downstream is from the internet to your device (downloading).

We calculate your data usage based on the amount of data that travels over our network both upstream and downstream, which may be different from the data your device consumes.

Your data usage will also include additional data packets which control the flow of data over the network and may also include data packets which have to be re-sent over the network, for example if you're in an area with poor coverage and your connection drops off.

When content providers state the file size of their content, it may take up a little bit more of your data to download that file. This is because of encryption and addressing data which can be up to 10 per cent of the total file size. For instance, if an image is said to be 100MB, it may take up to 110MB of data to download that file to your device.