



# EE TV TERMS OF SERVICE

Version C

Date: For customers joining or upgrading on or after 10<sup>th</sup> April 2024

## THE LEGAL TERMS

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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 service am I getting?

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

We provide the service to you through a set-top box (whether a YouView box or an Apple TV device) and our app. The content through the set-top box may be different from the content via the app. We'll explain that to you when you are placing your order.

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

We provide the service for a minimum amount of time (the minimum term), which is set out in your order confirmation. We start providing the service and charging you for it on:

- the day you get your set-top box (if you have chosen to receive the service through a set-top box); or
- the date the service goes live, if you have chosen the player service.

If you change your mind, you can cancel the service in the cooling-off period 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 14 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 15 of these terms and conditions or go to our website.

In some circumstances you can end the service before the end of the minimum term without having to pay an early termination charge. This is explained in points 23, 24, 25 and 26 of these terms and conditions.

### Will the charges increase?

We will increase the amount you pay for your **subscription charge** by a fixed amount each year. We will tell you the fixed amount when you purchase your **TV package** and it can also be found in the EE TV Price Guide. We

will do this so the price increase takes effect on the 31<sup>st</sup> March each year. In addition, we may increase the **charges** at any time. Read point 23 for more details.

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

We'll tell you before we put any charges up (other than as a result of our annual price rise). If we increase the charges (other than as a result of our annual price 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 23, 24 and 25 of these terms and conditions for more details.

## Will the service change?

EE TV is a variable TV service. This means the content you get may change from time to time. We can't guarantee that EE TV will be able to show, or keep showing, any particular content (like a particular channel or programme). We may change, replace or withdraw any of the channels, TV packages, extras, content, service features or third-party services. For example, we might buy a channel from a third party who no longer wants to sell it to us in the future.

The content we can show may also be different on different devices. For example, the content through a set-top box, the player service and the EE TV app might be different. Also, the content and functions might depend on which device you view the player service on or have the **EE TV app** on.

The content and features you are able to get as part of the service also depend on which broadband service you have. We may also change other things in the service and the agreement at any time. That includes loaned equipment such as your set-top box, and service features.

We'll tell you about any changes at least 30 days beforehand, unless there are reasons we can't (for example, if a content provider doesn't give us enough notice). You may be able to end the agreement without paying an early termination charge. We explain when this may happen in points 23, 24, 25 and 26 of these terms and conditions.

You may also be able to change your service by contacting us.

## 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 have more than one of mobile, broadband or TV from us), you'll have a separate agreement for each one. 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 other services. For example, you can only get EE TV if you also have Broadband from us. If we or you end or suspend one service, we may need to end or suspend another. If that happens, we'll tell you.

Also, you may be paying less for this service if you also take another service from us. If you leave that other service, your charges for this TV service may go up. We explain when this may happen in point 17 of these terms and conditions.

## 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 [ee.co.uk/terms](https://ee.co.uk/terms).

## How to contact us

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

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

## Complaints

Our Customer Complaints Code tells you how to complain. Read it at [ee.co.uk/regulatory](https://ee.co.uk/regulatory).

# TERMS AND CONDITIONS FOR THE EE TV 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 meanings given below.

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

- a. These terms and conditions
- b. The **TV package** terms at ([www.ee.co.uk/terms](http://www.ee.co.uk/terms))
- c. The EE TV 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 the **subscription charge** shall increase each year. We shall tell you the annual price rise amount in your **order confirmation**, and it can also be found in the EE TV Price Guide. In the event of inconsistency the amount that we told you about in your **order confirmation** shall take precedence.

**buy-to-keep content** – an item of content (for example, a film, programme or event) which we offer you, for an additional charge, to watch as many times as you like on the terms set out in the **agreement**.

**channels** – the channels we offer as part of **the service**, which may vary from time to time. This includes **paid-for channels** and **red-button channels** (which may be included in your **subscription charge**), but does not include any channels which are included in any **third-party services**.

**charges** – the fees you pay for **the service**. These are set out in your **order confirmation**, along with anything else you need to pay (for example, charges for any installation, connection, activation fees, **extras** or **service features**) under the **agreement** and as set out in our **Price Guide**.

**content** – the content we provide as part of **the service**, whether paid for separately or included in the charge for your **TV package**. This includes any audio-visual media such as TV programmes and films, the

**channels, on-demand content and buy-to-keep content**, but does not include any **service features** or **third-party services**.

**cooling-off period** – the period from the date the **agreement** is made until 14 days after:

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

whichever happens latest.

**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 15 and on our website.

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

**EE TV app** – our app which gives you access to **content** and some **services**. App functionality will vary slightly depending on the device you are using. Customers with an Apple TV set-top box will use the app as an electronic programme guide to access channels and content. Where you download the app to a tablet or mobile device you may be able to watch a limited range of content through it.

**extra** - an additional service with a minimum term of 30 days or less which may renew automatically and which we provide to you (and charge you for, if appropriate) on top of your **TV package**.

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

**home** – the address you live at in the UK and that **the service** is registered to.

**linked agreement** – another agreement with us 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 17<sup>th</sup> June 2022.

**loaned equipment** – the equipment we loan you as part of providing **the service** (including any **set-top box**), as shown in your **order confirmation**.

**minimum term** – any initial or later period you've agreed to pay for **the service** for, which begins on the **service start date** as shown in your **order confirmation**.

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

**on-demand content** – any content (except **buy-to-keep content** and content included in **third-party services**) that we provide as part of **the service** (whether paid for separately or included in your **subscription charge**) which you can watch when you choose. **On-demand content** may be available for a limited period of time.

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

**paid-for channels** – channels which we charge you for on top of your **TV package**.

**player service** – where you get access to **the service** through a compatible device of your own rather than through a **set-top box** we have provided.

**red-button channels** – extra channels available to you within your chosen **TV package** and which you can get access to by pressing the red button on your TV remote control or in any other way we offer you.

**service features** – any products, features or functions we provide on top of, or as part of, **the service** (for example, the **EE TV app**). **Service features** might have extra terms and conditions that you will have to keep to.

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

**set-top box** – a device we provide for you to receive **the service** in your **home** (whether a **YouView** box, an Apple TV device or any other device we may provide from time to time).

**the service** – the EE TV service (as described in point 6) which will include all or any of the following as may be applicable to you: the **TV package**, **extras**, **channels**, **content**, **third-party services** and **service features** provided or made available by us or other businesses (together with any **loaned equipment**) 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 the TV package terms.

**subscription charge** – the monthly price that you pay for the **TV package**.

**third-party service** – any **channels** (including **red-button channels**), players, apps or other **content** or services which are available to you through **the service** but which are provided to you by other businesses (not us). Access to these may be included as part of your **TV package** or as an **extra**. Examples of **third-party services include** free channels such as Channel 4 and ITV, catch-up players such as BBC iPlayer, and services from a third party, such as Netflix, NOW or Apple TV+). Extra terms and conditions may apply to each of those **third-party services**.

**TV package** – a combination of **channels**, **content**, **service features** and **third-party services** we provide as a package from time to time.

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

**YouView**– the TV and content service that gives you access to television channels and **on-demand content** from other providers, and through which we may provide **the service**.

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

(a) These are the terms and conditions which apply to **the service**.

(b) If we provide you with another service (for example, mobile or broadband), 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.

(c) If we provide you with a **third-party service** (for example NOW or Netflix), there will be other terms and conditions that apply to that service. The **third-party services** we offer will vary from time to time. Your **order confirmation** will tell you which **third-party services** you have. It is your responsibility to read and understand any other agreements you have with the third-party.

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

(a) **The service** starts on the **service start date** shown in your **order confirmation**.

(b) **The service** will last for at least the minimum term (where applicable) and will carry on after then unless:

- you end it in a way set out in this agreement (see point 14); or
- we end it in line with point 16.

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 **the service** within the **cooling-off period**.



(b) If we've already started providing **the service** by the time you cancel it, you'll have to pay the full cost for the time you've had it. This won't take account of any discounts or free offers. It'll also include any extra charges such as installation, connection or activation fees.

(c) If you cancel **the service** within the **cooling-off period** and we've given you any **loaned equipment**, the **agreement** won't end until you've returned it to us. The following will also apply:

i You must return the **loaned equipment** to us within 14 days of cancelling **the service**.

ii If you don't return the **loaned equipment** within 14 days, you'll have to pay the full cost of it Price Guide.

iii Once we get the **loaned equipment** back (or see evidence that you've posted it to us) if we think the **loaned equipment** is worth less because it's been used or damaged, we reserve the right to charge you.

(d) If you are buying an **extra, on-demand content** or any **buy-to-keep content** you agree that you want your content immediately and therefore don't have 14 days to change your mind about it.

## THE SERVICE

### 6. What am I getting?

(a) **The service** is a selection of a **TV package, service features, extras, channels and content** which may change from time to time. It also gives you access to **on-demand content, buy-to-keep content** and **third-party services** from other providers.

(b) We provide **the service** through a **set-top box**, the **EE TV app** and **player service**. When you place your order we'll agree which option you want. The **content** available with and functionality of each option might be different depending on the **set-top box** you take. We'll explain that to you.

(c) As part of **the service** you will also get the **EE TV app** as one of your **service features**.

(d) You can add and remove **extras** from your **service**. **Extras** provide either additional content or additional functionality to your **service**.

(e) You can get **on-demand content** or **buy-to-keep content** through **the service**. See our Price Guide for details of how we provide both types of content and the charges (if any).

(f) The available **content** and the set-top box functionality may vary depending on what **set-top box** you have or what device you are using to access the **EE TV app**. For example, if you have an Apple TV device or an IP box as your **set-top box** you will not be able to record. Functionality and content differences will be explained before you buy.

## 7. How you can use the service

(a) **The 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 **the service** and the **loaned equipment** are used.

(b) You can only watch the **content** provided as part of **the service**, including any recordings, at your **home**.

i. If you are using the **EE TV app** or any **third-party** apps in the UK, the Channel Islands or the Isle of Man **content** may be available to watch outside your **home** (in which case you'll be responsible for any costs to stream it).

ii. There will be restrictions on how and what you can watch outside of the UK.

(c) To get and use **the service**:

i. You'll need EE Broadband which has passed a minimum line speed and quality test (that we'll carry out before you place your order); and

ii. your device or **set-top box** must be connected to the internet.

(d) Some elements of the **service** depend on the broadband service you have and using **the service** may slow down your broadband speed for other internet-based services.

(e) You agree that you'll do the following in connection with **the service**:

i Follow any reasonable instructions we give you and help us run our security checks.

ii Get any permission we need to provide **the service** to you or install anything.

iii Tell us if you change your name, address, email address, mobile number, home phone number, payment details or anything else we may need to know about.

iv Do everything you can to keep your **EE ID** username and password private and prevent 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 **the 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, employees, servers, brand, reputation or security;
- other customers' services or loaned equipment;
- other customers' security; or
- any other person's or business's systems, networks or security.

(f) If we reasonably believe you've misused **the service**, or have let anyone else misuse it, you might have to pay us for any loss or damage we suffer as a result.

(g) Your use of **the service** and **loaned equipment**, and any software you need for them, is protected by:

- laws relating to intellectual property (rights to plans, ideas, or other non-physical assets);
- these terms and conditions;
- any terms and conditions for **third party services** you receive; and
- any extra terms of use or end-user licence agreement you accept (you won't have to pay any charges under an end-user licence unless you've agreed to).

(h) We own, or hold a licence for, all copyright, trademarks and other intellectual property rights in **the service**. We don't transfer any rights in any **content** to you, except where the **agreement** states otherwise.

(i) If you have to download software to get **the service**, that software may send us information about your device (including information about what you're using the device for). We explain the type of information we might collect in our Privacy Policy at [ee.co.uk/privacy](https://ee.co.uk/privacy).

## 8. Setting up your service

(a) The **loaned equipment** is designed to be easy to install and we provide instructions to help you do that. If you do need us to install any **loaned equipment**, we'll agree a date with you and you must let us into your **home** if necessary.

(b) If you need to change or cancel any appointment, you must tell us at least two **working days** beforehand.

(c) If we need to change the installation date, we'll try to contact you at least two **working days** beforehand.

(d) We might charge you fees for installing **loaned equipment** or activating your **service**. If we do, we'll tell you before you complete your order.

(e) We can only install the **loaned equipment** if someone over 18, who can make decisions about where to install it, is at **home**. We'll rely on those decisions when installing the **loaned equipment**.

(f) On the day we install the **loaned equipment**, we might need to disconnect your phone line for a while. If possible, please have a backup for making calls to emergency services.

(g) Our engineer isn't responsible for connecting any **loaned equipment** that we haven't provided.

## 9. What you mustn't do

(a) You mustn't do, or allow anyone else to do, the following.

i Make unauthorised or unlawful recordings of any **content** or copy, publish, rent out, reproduce, transmit, alter, interfere with or receive any payment in connection with the relevant software or any **content** you watch, stream or download from **the service**.

ii Attempt to access the **EE TV app** while connected to a VPN or proxy.

iii Reproduce any recording made using your **set-top box** or made from **the service**.

iv Distribute, broadcast or otherwise transfer any **content** to another person in any way.

v Display any part of **the service** in retail, business or commercial premises or for any business purpose.

vi Sell, or charge anyone for watching or using, any part of **the service**.

vii Show any part of **the service** to an audience in public, even if you don't charge.

viii Try to break any security or content-protection rules relating to **the service**, or compromise the security of the **content** or any device used for viewing **the service**.

ix Edit, change, translate or create adaptations or other copies of any **content**.

x Otherwise use any **content** or any part of it except how the **agreement** says you can.

(b) You must not access **content** provided as part of **the service** on the same account on more than one **set-top box**, unless we have provided you with an extra **set-top box** to watch **the service** in another room.

## 10. What we have to do for you

(a) We provide **the service**, **loaned equipment** and installation work (if applicable) at your **home**. We may take instructions from a person 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 **the service** and the **loaned equipment** we use to provide it, we can't guarantee that it'll be available all the time.

(c) Sometimes there might be faults with **the service**. We'll fix any faults as soon as we can. Point 18 sets out what you can do if there's a problem.

(d) Occasionally, we might have to interrupt, change or temporarily suspend some or all of **the service** (including the **content**). That could be to carry out maintenance, repairs, upgrades or emergency work. If we do, we'll try to get **the service** up and running again as quickly as possible.

(e) In exceptional circumstances, we may have to do things to manage our network's performance. You can read our latest policy on our website.

(f) If we know or believe that any of your devices have been infected by malware (for example a computer virus), or if any of your devices try to get access to a malicious website (a website that attempts to install malware), we might take action. That might mean putting software onto our network to prevent your devices from going to the malicious website.

## THIRD PARTY SERVICES

### 11. Terms for third party subscriptions taken as part of your TV package or as an extra

(a) You may get **third-party services** as part of your service, either as part of your **TV package** or as an **extra**. The **third-party services** available will vary from time to time. Each **third-party service** also has its own terms and conditions which will apply to your use of its service and which you can find on that third party's website.

- If you get **NOW** as part of **the service**, **NOW's** terms and conditions will apply to its service and any charges for it. You can find those at [nowtv.com/terms](https://nowtv.com/terms).
- If you get Netflix as part of **the service**, Netflix's terms and conditions will apply to its services and any charges for it. You can find those at [netflix.com/TermsOfUse](https://netflix.com/TermsOfUse).
- If you get Apple TV+ as part of **the service**, Apple's terms and conditions will apply to its services and any charges for it. You can find those at <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>
- If you get TNT Sports as part of **the service**, TNT Sport's terms and conditions will apply to its services and any charges for it. You can find those at [tntsports-terms-of-use\\_at-english.pdf](#)

(b) Where you take the **third-party service** as part of your **TV package**, you agree to pay us all charges for it and we'll add the charges to your bill each month unless you change your **TV package**. Where you take the **third-party service** as an **extra**, you agree to pay us all charges for it and we'll add the charges

to your bill each month until you cancel. All **third-party service** payments are non-refundable and you will not be entitled to a refund or credit for unused periods once purchased.

(c) If you or we end **the service**, you won't be able to use EE TV to access the **third-party service**.

(d) If you have any **third-party service** subscriptions that we do not bill you for (for example, a subscription you have taken out elsewhere), you cannot watch that content through your EE TV set-top-box electronic programme guide. Instead, you will need to login to the **third-party service** on another device.

(e) If you have a discount for a **third-party service** subscription, you can't move that across to us.

(f) If you already have and pay for a subscription with one of the third parties you will need to cancel it when you take out the same subscription with us, either as an **extra** or as part of a **TV package**. Until you cancel the relevant subscription with that third party, you will continue to pay them for the service as well as pay us (as part of your **TV package** or as an **extra**).

(g) The number of devices you can stream the **third-party service** on at any one time will depend on their terms and the level of service you have purchased.

(h) We will share information about you with **third-party service** providers and vice versa to allow the administration of your service, including activation, and to prevent and detect fraudulent or unlawful activity. We'll process this information in accordance with our privacy policy..

## CONTENT

### 12. Availability of content and channels

(a) As **the service** is a variable TV **service**, we can't guarantee **content** and specific **channels** will always be available. For example, some **channels** and other **content** are provided to us by third parties so we can't guarantee they'll be available. In certain circumstances, **content** may only be available in some parts of the UK.

(b) We can't guarantee programme information will be accurate or complete. We aim to make **content** available at the times shown, but that may vary.

(c) Some **content** may only be available for a limited time. When that limited period has ended, the **content** will no longer be available to you. We'll tell you if this is the case.

(d) Different **content** and **service features** are available with different **TV packages**. You'll find more details on our website and your **order confirmation** will show you the **TV package** you've bought.

(e) The **content** we can show may also be different on some devices. For example, the **content** available through a **set-top box**, the **player service** and the **EE TV app** might be different. That will depend on which device you are using.

## PAYMENTS

### 13. Paying what you owe us

(a) You must pay the **charges** for **the service**, whether you use it or someone else does.

(b) We'll normally bill you in advance (for the period ahead) every month, depending on what we've agreed. But you'll pay one-off charges (like rentals or purchases) in a later bill.

(c) You'll get your bills through your online account (in the EE app or online) and we'll take payment by Direct Debit. If you want paper bills, 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 any bills 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 **the service** while we look into the matter (as long as we think it's genuine). You must pay any amounts 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 the **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 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 might then try to collect the money in a way it thinks is suitable. This point continues to apply after the **agreement** with us has ended.

(i) Unless you tell us not to, we may take amounts you owe from the bank account or the credit-card or debit-card account you have given us details of. By entering into the **agreement** you are authorising us to do this.

## ENDING THE SERVICE AND THIS AGREEMENT

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

(a) You can cancel the **service** and end this **agreement** if you change your mind about it during the **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 will have to pay for any **services** used and may have to pay the **non-returned equipment charge**).

(b) Outside the **cooling-off period** you can cancel a **service** or the **agreement** at any time by giving us 30 days' notice. 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 14d, 14e, 14f and 15d explain when an **early termination charge** won't apply.

(c) 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**.

(d) You can cancel if you end a **service** because you have moved home and we can't give you **the service** at your new address as explained in point 33.

(e) You can cancel an **extra** at any time by letting us know before your renewal date. When you cancel an **extra** you'll have access to the content or service for the period you've paid for, unless we tell you otherwise, but it won't be automatically renewed after that.

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

(a) You'll have to pay an **early termination charge** if:

- i. you end the **agreement** during its **minimum term**, except in the circumstances listed in point 15d below; or
- ii. we end the **agreement** during its **minimum term**, in line with points 16b(iii) to 16b(xv);

(b) Any change to the **charges** as a result of our annual price rise (as described in 23a) won't give you a right to end **the service** without having to pay an **early termination charge**.

(c) 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 if it is damaged you will have to pay to cover the cost of the damage. 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.

(d) You won't have to pay an **early termination charge** referred to in point 15a if:

- i. you end the **agreement** within the **cooling-off period** for the **service** as shown in point 14a;
- ii. you end the **agreement** under point 24bc;
- iii. you end the **agreement** as a result of us breaking a significant term of the **agreement**;
- iv. you end a **service** under point 26c or 33a as a result of us moving you to another **TV package** or service; or
- v. you move home and we cannot provide the **TV Package** at your new UK address.
- vi. end your BT Broadband service in line with clause 20b of the agreement for that service.

(e) The **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.

(f) Whether you cancel the **agreement** during the **cooling-off period**, 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.

## 16. When we may restrict, suspend or end the service

(a) We can stop providing **the service** and end the **agreement** 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 all or part of **the service** immediately in the situations listed below. If we do that we may charge a fee for starting the **service** again; and you may have to pay the **charges** for a **service** while it's suspended.

a We have to end the **agreement** by law or in line with any regulation.

ii We can no longer provide **the service** (or part of it), or we have suspended or restricted a related service.

iii You break the **agreement** and don't put things right within a reasonable time.

iv You seriously misuse **the service** or break the **agreement** in a way that cannot be put right.

v You or anyone using **the service** act towards our staff or agents in a way which we think is unsuitable or serious enough to justify suspending or ending **the service**. Where we think the situation is suitably serious we may also suspend or end other services you have with us.

vi You don't pay for **the service** (as described at the end of point 13g) or you pay in a way we haven't agreed with you.

vii You cancel your direct debit and we haven't agreed another way you can pay.

viii We suspect fraud or 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 **the service** in a way the average customer wouldn't use it.

xiii You don't have a working EE Broadband service or do not keep your **set-top box** connected to it.

xiv We reasonably believe you're using **the service** in a way that isn't in line with the **agreement**.

xv You use the **service** for any trade, business or profession.

(c) If we suspend or end **the service** because you're breaking the **agreement**, we may give your details to the owner of any **content** or to any relevant enforcement agency. We may also remove any equipment owned or supplied by us that you're using.

(d) If we suspect there's been, or is likely to be, a security incident, we might suspend your **EE ID** username to protect your account. We'll ask you to change your password before letting you log back in.

(e) If we suspend or end **the service**, we'll tell you what you need to do to restore it.

(f) If you're within the **minimum term** when we tell you we'll end **the service**, and the **agreement**, for any reason set out in points 16b(iii) to 18b(xv), you'll have to pay any **early termination charge** that is due in line with point 15.

(h) If you break the **agreement** and we do not take action, we can still take action at a later date.

(i) If you or we end **the service** and the **agreement**, we'll refund any amounts you've paid upfront. But first we'll take off any money you owe us in connection with **the service** or any other agreement between you and us.

## 17. When you get other services from us

(a) Sometimes we can only provide you with **the service** if you also have one of our other services. For example, you can only get **EE TV** when we also provide you with broadband. 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) You might be paying less for **the service** or as a result of you also taking another EE service. If you leave the other service, your **charges** for EE TV may go up.

(c) If you have any **extras** or are using any **service features**, these will end on the day the **agreement** ends unless we tell you otherwise.

(d) In some situations this **agreement** may form a **linked agreement** with other agreements you take from us. If that is the case where you are able to cancel a **linked agreement** without having to pay a fee to leave early, you may be able to cancel this **agreement**.

## IF SOMETHING GOES WRONG

### 18 What you can do when we don't keep our promises

If you've had a problem with **the service** or **loaned equipment**, you may have a few legal options. For more information visit [adviceguide.org.uk](https://www.adviceguide.org.uk).

### 19. 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 or fraudulent statements or any other liability the law does not allow us to exclude or limit.

(b) We accept responsibility for loss of or damage to your personal property arising from our negligence. We'll pay up to £100,000 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 19a and 19b, we won't pay you more than £5,000 in total in any 12-month period.

(d) Apart from responsibility we accept under points 19a and 19b, 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.

ii You breaking the **agreement**.

iii Any loss caused by you using **the service** in a way that breaks the **agreement**.

iv Any commercial or business loss.

v Any loss or damage caused by malware or the unauthorised use of **the service** on any of your devices.

vi Any loss of, corruption of or release of data or information.

vii You using any equipment or hardware we haven't supplied.

viii Losses which we couldn't reasonably have expected or considered when entering into the **agreement**.

(e) Apart from **buy-to-keep content**, we're not responsible for the loss of anything you've recorded (or have scheduled to record) if:

- i. you get your **set-top box** repaired;
- ii. we ask you to return your **set-top box** to be replaced;
- iii. we upgrade, update or replace any software on your **set-top box**; or
- iv. the recordings are automatically deleted, either to free up storage space on your **set-top box** or because the recordings have been on your **set-top box** for a long period of time.

(f) We're not responsible under the **agreement** if the **content** is suspended, interrupted or not available to you because of problems with the internet connection or network coverage. If you're having trouble with your EE Broadband, take a look at the separate agreement for that service.

## 20. Returning faulty loaned 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 might 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 your old **loaned equipment** within 30 days of us sending you a replacement, we can:

- i. stop or restrict access to **the service** and any other EE service until you return the **loaned equipment**; 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

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

(a) As **the service** is a variable TV service, we don't guarantee we'll provide you with any particular **TV package, extra, service feature, channel** or other **content**, or with access to any particular **third-party services**. We may change all these things, plus change the **loaned equipment** and/or the terms and conditions of this **agreement**, from time to time for lots of reasons, some of which are listed below:

i To make the **agreement** clearer or easier for you to understand or change it in another way (if this change falls within point 24b you will have the right to cancel as described in those points).

ii Because the **content** or **third-party service** available to us changes (for example, we gain or lose the right to show particular programmes and want to change our **channels** or **TV packages** as a result).

iii To improve, update, add to or introduce new **TV packages, extras, services, service features, channels** or other **content, loaned equipment** or to provide access to new **third-party services**.

iv If broadcasters or businesses which provide **channels** or other **content** stop making them available to us, or they make changes to them. Or if any **third-party services** you get through **the service** change or stop being available.

v To let us change the way we charge you or structure our **charges** (for example, when we add new channels).

vi If, in our opinion, it's no longer commercially sensible for us to provide your **TV package, extras, channels** or other **content** (for example, because it's become too expensive for us to buy certain content, or a **channel** has low viewing figures).

vii If we change the way we provide or structure our **TV packages, extras, channels** or other **content** (for example, changing the names or descriptions of our TV packages and content).

viii To update, upgrade, improve or alter **the service** (for example, to fix bugs or faults, tackle security issues, improve software or loaned equipment, change how **the service** looks or improve how your **loaned equipment** works).

ix If our ability to provide **the service** in a particular area changes.

x To reflect changes to or developments in technology (for example, by adding extra features online or in ultra HD or a change to the way we deliver content).

xi If a **paid-for channel** becomes a free channel.

xii To make editorial changes to the **content**.

xiii To withdraw, replace or remove all or part of **the service, service features** or **loaned equipment**.

xiii Because of changes in any laws, codes of practice, regulations or guidance that applies to us.

xv To reorganise the way we manage or run our business.

(b) 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 the **service** in line with points 23, 24, 25 or 26.

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

We may change the **charges** if:

- i. we change the **service**, including the **TV package**, an **extra**, a **service feature**, a **channel** or other **content**, or access to any particular **third-party services** as listed in points 22(i) to 22(xv);
- ii. We launch a new **TV package** or **service** that we want to charge for, or a **channel** we want to charge for separately;
- iii. the cost of providing a **service** increases (for example, the businesses we buy from increase their prices);
- iv. the cost of running our business increases;
- v. we reorganise the way we run our business; or

- vi. 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).

### 23. How we can change the charges

- (a) An annual price increase will be applied to your **subscription charge**, calculated by increasing the **subscription charge** by the **annual price rise amount**. This increase will take effect on 31<sup>st</sup> March.
- (b) We might need to make changes to the **charges** for reasons other than those listed in point 22. If we do, we'll give you notice and you might be able to stop a service in line with points 24 or 25.
- (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.

### 24. How we can change the charge for the TV package and the terms and conditions of the agreement

- (a) We may change the charge for any **TV package** or change the terms and conditions of the **agreement** at any time for the reasons listed above in points 21, 22 and 23(b).
- (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 **charges for any TV package** is as a result of our annual price increase (see point 23a).
- (c) If this point 24 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) or the change is as a result of our annual price rise in point 23a.
  - ii. We'll give you the opportunity to end the **agreement** without having to pay any **early termination charge** (unless one of the circumstances at point 24b 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. Where you give us notice to terminate under point 24c(ii) the termination will take effect on the day before the proposed change comes into effect; or if it is not feasible to do this, as soon as reasonably possible after that date (and you will not be subject to the change).
  - iv. The change will apply to you with effect from the date given in the original notice, unless you have ended the **agreement** before then or unless the change is as a result of our annual price rise, in which case the change will take effect as provided for in point 23a.

- (d) We can lower any **charge** at any time without telling you beforehand, although we will try to tell you if we can.

## 25. How we can change the extras, service features, channels, content and loaned equipment

- (a) We can change, add to, replace, suspend, change the **charges** for or withdraw part or all of the **extras, service features, content, channels** or the **loaned equipment** at any time for the reasons listed in points 21, 22 and 23(b).
- (b) Changes that significantly disadvantage you may give you a right to end this **agreement** without paying an **early termination charge** (see points 25 c-f below).
- (c) **Change to a service feature that you use:**
- i. We'll give active users of the **service feature** 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 **service feature** into your package at no extra cost). The change will apply to you with effect from the date given in the notice unless you terminate the **service**.
  - ii. 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.
  - iii. Where you give us notice to terminate **the service** under point 25c(ii) the termination will take effect on the day before the proposed change comes into effect; or if it is not feasible to do this, as soon as reasonably possible after that date (and you will not be subject to the change).
  - iv. For the avoidance of doubt, a change to a **service feature** that you do not use 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 improve a **service feature**) we will not allow you to end this agreement without having to pay any **early termination charge**.
- (d) **Change to an extra on your account:**
- i. We'll give you at least 30 days' notice of a change to an **extra** 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 **extra** at no extra cost). The change will apply to you from the date given in the notice unless you cancel the **extra**.



- ii. Where the change is not to your benefit, we'll give you the opportunity to give us notice to cancel the **extra** 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 **extra** will not allow you to end this **agreement** during its minimum term without having to pay an **early termination charge**.

**(e) 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 with effect from the date given in the notice unless you terminate the **service**.
- ii. If the change to the **loaned equipment** significantly disadvantages you, we'll give you the opportunity to give us 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. Where you give us notice to terminate the **service** under point 25 e(ii) the termination will take effect on the day before the proposed change comes into effect; or if it is not feasible to do this, as soon as reasonably possible after that date (and you will not be subject to the change).
- iv. For avoidance of doubt, if a change is to your benefit (for example we improve the functionality of the **loaned equipment**) we will not allow you to end this **agreement** without having to pay any **early termination charge**.

**(f) Change to the channels and content**

- i. We may change, add to or withdraw the **channels or content** at any time for the reasons listed above in points 21 and 22.
- ii. We'll give active users of **channels or content** that are changing at least 30 days' notice of the change, unless i) we can't reasonably do that (for example, if we haven't been given sufficient notice of the change) or ii) the change is to your benefit (for example we add extra **channels or content** into your package at no extra cost). The change will apply to you with effect from the date given in the notice unless you terminate the **service**.
- iii. Where this change results in a significant reduction in:
  - the number of **paid-for channels** in your **TV package**; or
  - the quantity of **on-demand content** in your **TV package**,

we'll give you notice and allow you to end **the service** without paying any **early termination charge** if we can't replace it with similar or equivalent **paid-for channels** or **on-demand content**.

- iv. You'll have to tell us that you want to do this within 30 days of the date of the notice we send you.
- v. Where you give us notice to terminate **the service** under point 25(f)iii the termination will take effect on the day before the proposed change comes into effect; or if it is not feasible to do this, as soon as reasonably possible after that date (and you will not be subject to the change).
- vi. For the avoidance of doubt, a change to **channels** or **content** that you do not watch will not allow you to end this **agreement** without having to pay any **early termination charge**.
- vii. For the avoidance of doubt, if a change is to your benefit (for example we add new channels) we will not allow you to end this **agreement** without having to pay any **early termination charge**.

## 26. Change to the TV package

- (a) We may change, add to or withdraw all or part of your **TV package**, at any time for the reasons listed above in point 21. We'll give you at least 30 days' notice of 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). The change will apply to you with effect from **the date** given in the notice unless you terminate **the service** or change your **TV package**.
- (b) If we withdraw all or part of your **TV package**, we'll move you onto our nearest equivalent, or better, package.
- (c) If the TV package we move you to costs more than your current **TV package**, we'll either:
  - i. let you end **the service** without paying an **early termination charge**; or
  - ii. not charge you the higher amount for the rest of your **minimum term**.

We'll tell you beforehand what we are going to do. After the end of the **minimum term**, we'll charge you the full price for the TV package we've moved you to.

- (d) If we otherwise change the **TV package** in a way that is not to your benefit (other than as set out at point 26b above), we'll give you the opportunity to give us notice to end the agreement, without having to pay any **early termination charge**.
- (e) Where you give us notice to terminate **the service** under point 26d, 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. The termination will take effect on the day before the proposed change comes into effect; or if it is not feasible to do this, as soon as reasonably possible after that date (and you will not be subject to the change).

- (f) For the avoidance of doubt, if a change is to your benefit (for example we add new channels **to the TV package**) we will not allow you to end this agreement without having to pay any early termination charge.
- (g) Sometimes we might give you additional **extras, service features, channels or content** at no extra cost as part of **the service**. We can change, charge for or withdraw these at any time. If we plan to charge for them, we'll tell you beforehand. Then you'll need to tell us if you don't want to pay for them and we'll remove them before charging starts.
- (h) We may move you to a better service, **service feature, TV package, extra or loaned equipment** at no extra charge for a trial period. We'll tell you before we do this. At the end of the trial period, we'll either keep you on the better service, service feature, TV package, extra or loaned equipment at no extra cost or move you back to what you had before. We'll tell you beforehand which we're going to do. You can tell us to end the trial period and move you back to what you had before whenever you like.
- (i) If you get **the service** through a **YouView set-top box**, there's a separate set of terms and conditions and privacy policy. We're not responsible for the **YouView** service. Any changes to the **YouView** service, including changes to the **content** on it, will not give you the right to end **the service** without paying any **early termination charge**.

## 27. You can choose to change your service, TV package and service features

(a) You can choose to upgrade or change your **service**. If you do, there might be a new minimum term, including for other services you have taken from us at the same time (for example, EE Broadband). If there is, we'll tell you before you confirm your upgrade or the change to **the service**.

(b) You can upgrade your TV package (to a higher tier package) at anytime, except during the last 3 months of your minimum term. Your upgrade will happen within 24 hours of your request and you will be charged the cost of the new TV package from that moment. You will remain on the new package until you choose to move to a different package.

(c) You can downgrade your TV package (to a lower-tier package) once every 30 days, except during the first month and last 3 months of your minimum term. Your downgrade will happen within 24 hours of your request and you will be charged the cost of the new TV package from that moment. You will remain on the new package until you choose to move to a different package.

(d) If you took **the service** alongside other EE services (like EE Broadband), you might not be able to change your current **service** until the end of the **minimum term** for all of the EE services.

## ADDITIONAL SERVICES AND SERVICE FEATURES

### 28. Buy-to-keep content

(a) You can buy **buy-to-keep content** for an additional charge via your **set-top box** (you may be able to buy it via the **EE TV app** in some circumstances). You can watch **buy-to-keep content** on your **set-top box**. You'll be able to watch that content as many times as you like as long as:

- i. you're still a customer of **the service** (we've set out below how to access **buy-to-keep content** after you've left the **service**);
- ii. we have the right permissions from the businesses who license the content to us; and
- iii. you use a **set-top box** (or in some cases **the EE TV App** on a compatible device) with the necessary functions.

(b) If we have provided you with an extra **set-top box** to watch **the service** in another room, when you buy **buy-to-keep content** on one **set-top box**, you may not be able to watch it on the other.

(c) If we end or suspend **the service**, you won't be able to watch **buy-to-keep content** you've bought on your **set-top box**.

(d) If we give you a downloadable digital copy of **buy-to-keep content**, we'll make sure you can also stream it. But:

- i. you'll need an **EE ID** and your internet connection will need to be fast enough; and
- ii. we'll have to have the permissions we need from the businesses who license the content to us.

(e) The terms and conditions which apply to digital copies of **buy-to-keep content** are set out in point 29.

### 29. Digital copies of buy-to-keep content

If we give you a digital copy of **buy-to-keep content** to download or stream on a compatible device, the following conditions will apply.

(a) Where we provide you with a copy to download, you'll only be able to download the **buy-to-keep content** to one registered device at a time, unless we tell you otherwise. If you want to put it on another device you'll have to delete it from the first one. You cannot download it to a device that isn't registered.

(b) You can only stream the **buy-to-keep content** to your **set-top box** and one other compatible device at the same time, unless we tell you otherwise.

(c) You can only download or stream the **buy-to-keep content** in the UK, Channel Islands or Isle of Man if you have already downloaded the **EE TV app** while in the UK.

(d) Your digital copy of the **buy-to-keep content** may not be in high definition (HD), even if you originally bought it in HD.

(e) The **buy-to-keep content** might unexpectedly become unavailable (for example, because of licensing restrictions or legal obligations). We won't be liable if that happens.

(f) We might block **buy-to-keep content** if you need a software update before you can watch it. We'll unblock it once you've installed any updates.

(g) You can't back the **buy-to-keep content** up on an external hard drive.

(h) We'll contact you with instructions on how you can get a digital copy of any **buy-to-keep content** you bought when you cease to be a customer of **the service**.

### 30. **EE TV app**

(a) For your device to use the **EE TV app** your internet connection must be fast enough.

(b) Every time you download the **EE TV app** to a device that is not a **set-top box**, you must agree to an end-user licence before you can use it. You won't have to pay any charges under any end-user licence unless you've agreed to.

(c) You'll have to register your devices. This is done automatically when you first play content in the app. You won't be able to register more than four devices, apart from your **set-top box**, at any one time. We might tell you we're increasing that maximum from time to time. Registering devices does not mean you can stream on them all at the same time.

(d) You won't be able to stream the same **content** to more than two devices at once unless we tell you otherwise. That doesn't include **set-top boxes**.

(e) You understand that you might not be able to watch the same **channels** or other **content** on the **EE TV app** as you get via your **set-top box**.

(f) You can only stream **content** in the UK, Channel Islands or Isle of Man.

## EVERYTHING ELSE

### 31. Loaned equipment and software

We'll tell you when you should get your **loaned equipment**. You might be able to get other equipment from us at an extra cost. If there's a **charge** for any equipment, we'll tell you when you order.

(a) Your **loaned equipment**, except for the software inside 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 and 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 to 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) Any 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 **the service, service features or loaned equipment**. Software changes might happen automatically.

(f) We'll only support and be responsible for **loaned equipment** we provide. If you use anyone else's equipment (like a device to get the **player service**), you have to check it works with **the service**.

(g) You must not connect any equipment to our network if it may harm the network, or harm anyone else's equipment or services. If you do, you must disconnect it straight away, or pay us to do it.

### 32. Promotions, advertising and links to other websites

(a) If you deal with advertisers on **the service**, or join in with their promotions, we're not responsible for any loss or damage of any kind that happens as a result of those dealings, or generally as a result of **third-party services** available through **the service**.

(b) We're not responsible for the availability of or content on platforms (websites, apps or other platforms) outside of our own website and the EE TV app.

### 33. What happens when you move home

(a) If you move home, you can ask us to provide **the service** at a new address, unless there's some reason we can't. Just tell us at least 14 days before you move. There are more details on our website.

(b) If you move home and we can't provide you with the same **TV package** for whatever reason, we'll move you onto our nearest equivalent **TV package**. We'll tell you at least 30 days' before we do this, unless we cannot reasonably do so (for example, if you don't give us enough notice that you're moving). In this case we'll give you as much notice as we can. If the service we move you to costs more, we'll let you stop the service without paying an **early termination charge**, or we won't charge you the higher amount for the rest of the **minimum term**. We'll tell you beforehand what we're going to do. After the end of the **minimum term**, we'll charge you the full price for the service you're getting. If we can't provide any service at all to your new address, we'll let you end the **agreement** without paying an **early termination charge**.

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

(a) We may send notices to either your email address, postal address, your online EE account or the EE app, 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 from any other phone. Calls are free from EE landlines and EE mobiles, and charged at the standard rate from other providers. You can also message us through the EE app or by any other way shown on our website.

### 35. Parental controls

(a) Some **content** might not be suitable for children. You're responsible for making sure **content** is suitable for people in your household.

(b) You're responsible for setting parental controls or any other controls available for any EE service and keeping them up to date. When parental controls are on, we block websites or content that we (or our

supplier) think might be unsafe or unsuitable. Our supplier sorts and blocks the sites and content. We're not responsible for how they categorise websites or content, or for whether you'll always have access to unblocked sites.

### 36. 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. Or you can find details of it on Our website at [www.ee.co.uk/regulatory](http://www.ee.co.uk/regulatory).

### 37. Transferring the agreement

The **agreement** is only between you and us. You cannot transfer it to anyone else, or to 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.

### 38. Other things we need to tell you

(a) Only you and we can take action under the **agreement**. Nobody else can enforce it or benefit from it (except in line with point 37).

(b) If any part of the **agreement** cannot be enforced, the rest of it will still apply.

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

(d) 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:

- i. you live in Scotland, in which case Scottish law applies and Scottish courts will settle disputes;  
or
- ii. you live in Northern Ireland, in which case the law of Northern Ireland applies and the courts of Northern Ireland will settle disputes.