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# Mobile Code of Practice

### Our code of practice

Our customers are an important part of our business, and making sure you're happy with our services is at the heart of everything we do. So we've put this code of practice together to make sure you have the latest information on our products, services and customer care policies, including how to contact us if you have any questions.

We'll follow this code of practice to make sure that we:

- act fairly and reasonably when in contact with you
- help you to understand how our products and services work
- deal with any complaints quickly and fairly
- make sure that all our products and services keep to relevant laws and regulations
- make copies of this code available on our website and in writing (including in large print, on audio tape and in Braille)
- train all our staff and contact centre agents to follow this code at all times

#### Who we are

EE Limited is a company registered in England and Wales (company number 02382161). We are part of BT Group - one of the UK's biggest communications and IT companies. Our registered office is:

Hatfield Business Park Hatfield Hertfordshire AL10 9BW

#### **Our services**

We provide a range of voice and data services on price plans that suit your needs. We launched the UK's first superfast 4G network and we run the UK's biggest 3G and 2G network. If you have a 4GEE plan with us, you can use our 4G, 3G and 2G networks. If you move out of 4G coverage you'll move seamlessly on to our 3G network.

If you're on an Orange or T-Mobile plan you can use our 3G and 2G networks which cover 99% of the population. Our superfast 4G network now covers more than 99% of the population, and more than 75% of the UK geography.

A pay monthly plan may include an allowance of call minutes and text messages, depending on your price plan. A Pay as you go price plan requires you to pay in advance for any usage. For more details on these and the services outlined above including how to obtain any EE services, please visit our website at ee.co.uk.

Whether you're a pay monthly customer or a pay as you go customer, you'll receive a set of terms and conditions when you enter into an agreement with us. This means that we're agreeing to provide you with telephone, billing and customer services. You can also ask for a copy of the terms and conditions that apply to your agreement by contacting us or you can download one from our website. The pay monthly terms and

conditions on our website are the current EE terms and conditions which apply to all new customers and customers upgrading their phones. If you are an existing EE customer your terms of service may vary from those shown on the website.

#### Managing your account online

You can view and manage your account online anytime at my.ee.co.uk.

#### **Billing and Top-Up**

If you are a Pay monthly customer you will receive a monthly bill (usually online) detailing the charges for the month to come and any call charges for the previous month. You can receive a paper bill at a charge of £1.50 per month. You can pay your bill by direct debit, telephone banking, internet banking or other payment methods. A separate payment handling charge of 42 pence per month applies if you don't pay by direct debit. If you are a pay as you go customer you won't receive a bill but you can check your available credit by dialling 150 or texting 'BA' to 150. Don't forget, you can view your charges online.

#### Bills and literature in other formats

If you have difficulty reading your bill, we can provide you with a choice of Braille or large print versions on request. You can also get other EE literature in a choice of alternative formats on request - Braille, large print, audio tape and electronic text format. Contact details are provided at the end of this document.

#### **Switching to EE**

You can keep your existing mobile number if you switch to EE from another provider. It takes one working day and is free of charge. First you will need to get a PAC from your existing provider and give it to us. This means we have your permission to request your number to be transferred to us.

#### **EE** disconnection policy

Our disconnection policy is outlined in our terms and conditions which you receive a copy of when you join the EE network. If you are a Pay monthly customer and you don't pay your bill or exceed your credit limit, we may stop you making outgoing calls. Continuing not to pay will lead to suspension and disconnection. If you are a pay as you go customer you will be disconnected from the network if you don't make a chargeable action (e.g. call or sms) within a 180 day period. We may also disconnect customers for other reasons, e.g. if you use our services in an unlawful manner such as making offensive or nuisance communications, or sending, receiving, uploading and downloading material which is illegal, offensive or indecent.

# **Cancelling your agreement**

If you are a pay monthly customer on a 12, 18 or 24 month contract and wish to cancel your agreement with us, you can do so by calling us and giving us at least 30 days' notice. If you change your mind between informing us and your contract termination date, you can let us know and we will restore it.

If you cancel during the minimum term you will have to pay an early termination charge which is equivalent to your monthly line rental x remaining months of your contract (plus any other outstanding charges that you owe us). We will deduct any discount we owe you. When you call us we will explain the charges to you in detail, including how we arrive at the final amount.

# **Emergency calls**

In an emergency you should dial 999 or 112 to be connected to the emergency services. An operator will connect you though to the emergency authority that you request. If you are hard of hearing or speech impaired you can use the 999 SMS service by registering here: <a href="https://www.emergencysms.org.uk">www.emergencysms.org.uk</a>.

# **Directory enquiry listing**

You have a right to choose whether your details are included in directory listings. Contact customer services if you do want your details included.

#### Non-geographic call services

These are numbers that don't relate to a geographic location. They include numbers beginning 08, 09 (premium rate numbers), 116 (helplines), 118 (directory enquiries) and 070 (personal numbers or "find me anywhere" numbers).

Calls to 0800, 0808 80 helplines and 116 numbers are free to call. Under Ofcom's new rules, if you call these numbers you will see the total cost of the call split out on your bill into an 'access charge' which is set by us, plus a 'service charge' that is set by the organisation you are calling. You can find more information via <a href="https://www.ee.co.uk/ukcalling">www.ee.co.uk/ukcalling</a> or Ofcom's website.

#### **Premium Rate Services**

Premium rate services offer some form of content that is charged to your mobile phone bill or prepay account. They are priced higher than your standard call charge because they involve an operator sharing revenue with a content provider. These services can be voice, text, video, picture message. Services can also be accessed by landline telephone, fax, interactive TV and PC. Premium rate voice services numbers generally begin with 09. Typical services include TV vote lines, ringtones, chat, charitable fund-raising, sports results and directory enquiry services.

Mobile text shortcode numbers - the five digit numbers that you can use to enter text competitions, give to charity via your mobile, download mobile games, etc. - are also considered premium rate. Directory enquiry services are advertised on six-digit numbers beginning with 118. Charges for these will appear on your account and a proportion of the charge will be paid to the content provider. It is possible to bar calls to 09 numbers and you can also stop receiving chargeable messages. If you would like to know how much it costs to dial a specific number, or if you would like information on how to bar numbers, you can contact EE customer services.

#### **Subscription services**

Some services require you to subscribe which means that you may be charged a daily or monthly fee for which you will be sent a number of chargeable messages every month. Before you subscribe to a premium rate service you will be sent a free welcome message which contains useful information including charges for the service and how to unsubscribe. If you want to terminate the service, or you have mistakenly subscribed to a service, you can send the word 'STOP' to the shortcode and you should not receive any more chargeable messages. You should always be given the contact details of the company and the cost of the service before using it and monthly reminders while using it. If you have a query, a complaint, have not received the service or want a refund then you should contact the third party directly.

### **Inappropriate content**

The mobile industry uses the BBFC guideline to determine what content should be rated 18. EE is a member of the Internet Watch Foundation (IWF) which is the organisation dealing with the notice and take down of illegal content. More information on IWF can be found at **Error! Hyperlink reference not valid.** 

#### **Content Lock**

To prevent children from accessing 18-rated content when they use a mobile phone we have developed a service called 'Content Lock'. It has three settings: 'On', 'Moderate' and 'Off'. All mobiles, USB sticks and data cards are sold with Moderate Content Lock already applied. If you give an EE phone to a child, it is your responsibility to make sure that Content Lock is turned on before you give it to them so that they won't be able to access unmoderated and interactive user generated sites, chatrooms and 18-rated material from the internet and third party shortcodes. Moderate Content Lock still restricts access to all 18 rated material, but allows most social networking sites and unmoderated user generated content sites.

You can find out whether Content Lock is on by visiting My EE or by calling either 1818 or 150. To turn Content Lock on just text STRICT to 879. To switch to 'moderate' Content Lock, text MODERATE to 879. To remove Content Lock you will need to prove that you are over 18. This can be done by:

- calling 1818 from your EE phone and entering your credit card details
- entering your credit card details on the web page that appears when you access a site blocked by Content Lock
- visiting My EE and removing Content Lock (pay monthly customers only)
- a visit to an EE shop with a proof of ID (driving licence, credit card)
- calling customer services on 150 from your EE phone

#### **Phone-paid Services Authority**

Phone-paid Services Authority (PSA) is the regulatory body appointed by Ofcom to regulate the content, goods and services charged to a phone bill. PSA investigates complaints about the advertising, content and overall operation of premium rate services. It has the power to fine companies and bar access to their services if they breach their code of practice. If you have a complaint you should contact the service provider first. If they don't resolve your query to your satisfaction you should contact us and we will investigate. You can contact PSA by phone: 0300 30 300 20 or online: www.psa.org.uk.

#### What to do if you receive unwanted calls or text messages

You may receive unwanted calls from sales and marketing companies who are trying to sell goods and services. If you don't want to receive unsolicited sales or marketing calls, you should register your number with the Telephone Preference Service (TPS) by:

telephone: 0345 070 0707online: www.tpsonline.org.uk

If after registering with the TPS you still receive unwanted calls you should contact the Information Commissioner's Office:

telephone: 0303 123 1113

• email: data@informationcommissioner.gov.uk

online: http://www.ico.gov.uk/

## What to do if you receive nuisance calls

Malicious calls can be offensive, threatening, or just very annoying. They may also be a criminal offence under the Communications Act 2003. If you are getting nuisance calls, call customer services or visit: <a href="http://ee.co.uk/help/safety-and-security/security">http://ee.co.uk/help/safety-and-security/security</a>.

# What to do if you have a faulty phone

If you have a faulty phone, the action you should take depends on whether you have bought the phone directly from EE, or from another store or service provider. If you bought your phone directly from EE you need to contact EE customer services who will be able to assist you. The solutions that EE can provide will differ from case to case, depending on the type of fault and the reason for it occurring. If you did not buy your phone directly from EE but from another seller please you will need to speak to them directly.

# **Complaint handling and alternative dispute resolution procedures**

We hope that you will never have reason to complain about any aspect of our services. However, if there is something you are not happy with you should contact customer services who will try to resolve your complaint or query. We will aim to find an immediate solution where we can, though more complex complaints may take a little longer to sort out. If having contacted us you feel that your complaint has not been dealt with you can ask for your complaint to be escalated to a Manager. If your complaint is still unresolved, you should follow the procedure in our Complaints code of practice on our website.

Our Complaints Code of Practice is published here: <a href="http://ee.co.uk/help/safety-and-security/security/complaints-code-of-practice">http://ee.co.uk/help/safety-and-security/security/complaints-code-of-practice</a>

#### Ofcom

Ofcom regulates the UK communications and postal industry. More information can be found at <a href="https://www.ofcom.org.uk">www.ofcom.org.uk</a> or by calling 0300 123 3000 or 020 7981 3000.

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