



# EE POWER & POWER BARS

Version 04

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## 1. EE Power

- 1.1 Power Bars are portable batteries used to charge smartphones. When your Power Bar is flat, you can either recharge it yourself or return it to an EE store and exchange it for a fully charged Power Bar. If returned to store for exchange, once we've assessed your Power Bar for damage (described further below) and confirmed we're able to accept it back from you, we'll swap it for a different Power Bar that has been fully charged and that you can take away. This charge and swap is EE Power (the "Service"). If you use the Service, the Power Bar you take away may not be the same as the Power Bar you bring into store.
- 1.2 The Service is available free to active consumer customers of T-Mobile, Orange and EE. If you're a Pay As You Go customer, 'active' means you must have been with us for at least 3 calendar months and made one chargeable call or text message during that period. Participation in the Service is subject to the availability of the Power Bars. Until 01 August 2015, we will have 1 million Power Bars in stock and available for our customers to redeem.
- 1.3 To obtain a Power Bar, text POWER to 365 if you're a mobile customer or if you're a broadband customer text JOIN plus your EE landline number to 60005 and follow the instructions we provide (texts cost 35p). We'll provide you with an SMS code that you take into an EE store to redeem a Power Bar. Codes are valid for 30 days' from the date of delivery. If you don't use your code within 30 days', you'll have to request a new one. If you're a customer with more than one mobile number or broadband plan registered to your account, you're entitled to one Power Bar for each number or broadband plan you have with us. If you have an EE mobile and broadband plan, please do not register your landline number using your EE mobile number. Instead, register using a number allocated to another mobile network or call us and we'll manually process a code for your broadband account.
- 1.4 If you've lost your right to participate in the Service because you've lost, misused or terminated your EE Power agreement (described further in clause 2.9 below), you'll have to pay £20 to start using the Service again. This is the cost of the Service for individuals who are not consumer customers of T-Mobile, Orange and EE. We reserve the right to refuse your request to participate in the Service and your free hire of the Power Bar (described below). You can only use and access the Service during retail trading hours, which may vary, and whilst we'll use our best efforts to pre-estimate demand, sometimes the availability of the Service will vary depending on the capacity of our in-store charging units and our retail team's ability to meet customer demand, particularly during seasonal peaks, for example, Christmas and other public holidays. During these busy periods, it may not be possible to exchange Power Bars or provide you with a fully charged Power Bar.
- 1.5 Before exchanging a Power Bar for you we will:
  - 1.5.1 check the returned Power Bar to make sure that it is a portable smartphone charger supplied to you under this agreement; and
  - 1.5.2 assess the quality of the returned Power Bar you bring into store.
- 1.6 If in our sole discretion we consider the Power Bar that you have brought into store was not provided to you under this agreement or has sustained more than reasonable wear

and tear, you will not be able to use the Service and may be asked to surrender the Power Bar in accordance with clause 2.9 below.

1.7 During busy trading periods we reserve the right refuse your request to swap a Power Bar where the returned Power Bar has 50% or more charge available to use.

## 2. Your free hire of the Power Bar

2.1 To use the Power Bar you'll need a smartphone bought in the UK. If your smartphone is not charged with a micro USB cable (e.g. iPhones), you must only use the cable supplied with your smartphone and not the USB cable provided with the Power Bar. Tablets are not compatible with the Power Bar.

2.2 Power Bars can be recharged in an EE store (as described above) or at home. If you choose to charge the Power Bar at home, the Power Bar must only be connected to a UK electrical supply using a 5 volt adaptor or your computer.

2.3 A Power Bar is made available to you on a free to hire basis, under the terms of this agreement, for a maximum of 18 months. After 18 months, the Power Bar must be returned to EE and the Service will end.

2.4 If you're not a mobile or broadband customer with us, we'll ask you to provide an email address or telephone number that we can use to contact you during the hire period. You can do this by emailing [eepower@ee.co.uk](mailto:eepower@ee.co.uk). We'll treat this information in accordance with our privacy policy ([ee.co.uk/privacy-policy](http://ee.co.uk/privacy-policy)).

2.5 At the end of your initial 18 month hire period, you may be entitled to enter into a new hire agreement but we reserve our right to refuse any hire request that you make.

2.6 We are both entitled to terminate this agreement at any time upon 30 days' notice. We can provide notice to you by SMS, email, a clear notice in our retail stores or automated messages on our customer service number or by speaking with you directly. You can provide us notice by speaking with a member of staff in an EE store or emailing us on [eepower@ee.co.uk](mailto:eepower@ee.co.uk).

2.7 When your EE Power agreement expires or terminates (for mobile or broadband customer this will happen automatically if you choose to cancel your agreement with us for mobile or broadband services), you must return the Power Bar to an EE store within 60 days. If you don't we reserve our legal rights to recover the Power Bar from you. If it is not possible to do this because it has been lost or stolen and you've paid to receive the Service (clause 1.4 above), we reserve our right to charge you for the costs we incur replacing the Power Bar. The Power Bar replacement charge will be set at EE's sole discretion and will be between £0.01 and £5.00 based on the depreciating value of the Power Bar. If you're an EE customer that has redeemed a Power Bar using a code (referred to in clause 1.3 above), a replacement charge will not apply.

2.8 The Power Bar remains our property, you are responsible for making sure that the Power Bar is kept in good working condition and used properly whilst in your care. Whilst we remain the owner, you agree:

2.8.1 that you will not tamper with, disassemble, misuse, neglect or damage the Power Bar;

2.8.2 to take proper care at all times to prevent the loss or theft of the Power Bar;

- 2.8.3 not to sell, hire or allow any other person (whether free or for a fee) to use the Power Bar, nor will you use it as security for a loan or to off-set any debts you may have incurred;
- 2.8.4 not to expose the Power Bar to water or damp atmospheres;
- 2.8.5 not expose the Power Bar to extreme temperatures (below 0°C or above 50°C) or expose the Power Bar to prolonged periods of direct sunlight;
- 2.8.6 to lay the Power Bar flat when charging and remove the charging and connecting cables carefully for storage when they are not in use. We recommend you grip the flat part of the cable's connector behind the metal prongs when inserting and removing the cables from the Power Bar, the mains charger or your smartphone;
- 2.8.7 to use the cables we provide and when connecting to a USB compatible plug socket, ensure this has been certified as safe for use in the UK; and
- 2.8.8 to ensure that before connecting the Power Bar to a mains electrical supply, the electrical source conforms to the standards of all relevant health and safety law and regulation in the UK.

Please note that insurance policies provided by EE will not cover any damage you may cause to the Power Bar.

- 2.9 You must come in store and tell us immediately if the Power Bar is lost, damaged or stolen. If you do not comply with our reasonable requirements (described at clause 2.8) we will ask you to surrender the Power Bar. If this happens, you will be unable to participate in the Service again.
- 2.10 Do not dispose of the Power Bar in your household waste or in fire as it may explode. You can safely dispose of the Power Bar by returning it to EE who will dispose of the bar as part of its obligations under the Waste Electrical and Electronic Equipment Regulations 2013.

### **3. General**

- 3.1 If you're an EE mobile or broadband customer, the terms and conditions of the Service and the Power Bar under this agreement will not form part of your contract with us for the provision of mobile or broadband services.
- 3.2 We reserve the right to withdraw, vary or amend the terms of the Service and/or use of the Power Bar under this agreement at any time without providing you with written notice.
- 3.3 If we do exercise the rights described in clause 3.2 above, 30 days before updating our terms, we'll tell active users of the Service coming into store that our terms and conditions are changing. We'll also make available a new copy of the terms and conditions on our website. All users of the Service and EE Power Bar are under an obligation to check [ee.co.uk/terms](http://ee.co.uk/terms) for information about the Service, Power Bars and these terms and conditions regularly.
- 3.4 We are only liable to you as set out in this agreement. We have no other duty or liability to you.
- 3.5 Nothing in this agreement removes or limits our liability for death or personal injury caused by something we have done or failed to do or for any fraudulent misrepresentation we may have made to you.

- 3.6 Except as set out at 3.5 above and subject to 3.7 below, our total liability for something we or anyone who works for us does or does not do to you is limited to where:
- i) you are a consumer or small business customer; and
  - ii) you suffer damage to property as a result of using the Service and/or Power Bar with a compatible smartphone.

If you fall into this category, our total liability will be limited to £3,000 for a single incident or £6,000 for a series of incidents in an 12 month period.

3.7 We will not be responsible to you:

- 3.7.1 for damage caused to any property whatsoever where you have used the Power Bar contrary to terms and conditions of this agreement or where that damage is a result of your negligence or general misuse of the Power Bar or the negligence or misuse of a third party; and/or
- 3.7.2 for loss of profits, income, revenue, business, anticipated savings, loss of an opportunity or for any other loss or damage that was not reasonably foreseeable if you're unable to use the Service.

3.8 You must tell us about any claim you may have as soon as reasonably possible.

3.9 This agreement is governed by the laws of England and Wales. Any disputes arising shall be heard exclusively in this jurisdiction.