

## Terms and conditions.

The legal terms You need to know about Your fixed line telephone and internet service. Version 01A dated January 2013.

Here's a brief summary of some key points which We'd like to draw 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.

**1. Our Network.** You can use Our Network to make and receive calls and use the internet through Our Broadband Services. If You have fibre Broadband Services, you can access the internet at even faster speeds. We will try to provide a high-quality Network to You at all times. However, We cannot guarantee that We will always be able to provide the Services. You should check whether you live in a Service Availability Area on Our website. The availability and quality of the Services are affected by a number of things such as the number of people using the Network and Your location. See points 2.2 of the terms and conditions.

**2. Minimum Term.** You will have to agree to stay with Us for a minimum period of time which We call the Minimum Term. This Minimum Term will be agreed with You and You will have to pay a regular monthly charge for this which We call the Monthly Charge. You can find details of Your Monthly Charge, Charges for Additional Services and all other Charges in Our Price guide which can be found on Our website.

**3. Upgrades and Renewals.** We want Our customers to stay with Us, but we don't have to provide You with an Upgrade or Renewal. If You accept an Upgrade or Renewal then a new Minimum Term will be agreed with You and you will have to pay the Monthly Charge for the rest of the new Minimum Term. (See point 2.9 of these terms and conditions.)

**4. Changing the Terms and Charges.** We may change the terms and conditions or the Services. If We do, We'll give you Written Notice when We can before the change takes effect (See point 2.14 of the terms and conditions). We may also increase or decrease Our prices. Some price increases may give You the right to leave the Agreement without paying a Cancellation Charge (See point 9.3 of the terms and conditions).

**5. Ending the Agreement.** You can phone Us and give 30 days' notice to end the Agreement with effect from the end of (or after) the Minimum Term. You may have to pay a charge for ending the Agreement early which We call the Cancellation Charge. The Cancellation Charge is the total of the Monthly Charges for the remainder of the Minimum Term, less any discount You are entitled to (See points 9.1 and 9.3 of the terms and conditions.)

**6. Breaking the Agreement.** There are instances in which, because of something You do or do not do, We can suspend or disconnect You from the Services and/or end this Agreement. You may have to pay Us a Cancellation Charge as a result. (See points 4.9 and 10 of the terms and conditions.)

**7. Billing.** We will make a bill available to You each month. This will be provided to you electronically. You will need to pay it by the date set out on it to ensure continued access to the Service. (See point 5 of the terms and conditions.)

**8. Credit Limits.** We can set and change credit limits for Charges. If You go over Your credit limit, Your Service may be suspended. (See point 2.13 of the terms and conditions.)

**9. Our liability to You.** There are certain circumstances in which Our liability to You is limited or excluded. (See point 6 of the terms and conditions.)

**10. Your Information.** You and anyone who you buy the Equipment for agree that We, our Group Companies and our carefully selected business partners can use information about You including information about Your use of Our Network and Services and related products. We and such parties may also use your Address to tell You about Our products and services and third party offers that may be of interest to You and for research and analytics purposes. You can ask us to stop sending You direct marketing at any time (see point 12.4 of the Agreement).

**11. These key points.** Remember that We've set out some of the key points of the Agreement between You and Us. They aren't a substitute for what the main Agreement says, and if there's a clash between what the main Agreement and what these key points say, then what the Agreement says is right.

If You would prefer the terms and conditions in large print, on disk, or in braille, please call our customer services team for free on 0844 873 8586 from your EE Phone Service.

## 1. Definitions

When We use these words they have the following meaning:

**“Account”** means the account We have set up to record and bill You Our Charges;

**“Activation Date”** means the date on which We activate Your Line, which can be up to 10 working days after the Start Date;

**“Additional Service”** means an optional or extra Service not part of Your Price Plan which is added to Your Account at Your request for a Charge, the terms and conditions for which are set out in Our Price Guide and Our customer literature;

**“Additional Line”** means You are already receiving Services and You would like an additional Line installed on which to receive separate Phone Services;

**“Address”** means if You're a Consumer, the residential address in the UK at which We agree to provide the Services to You. If You've registered with Us as a business, it means the business address(es) in the UK at which We agree to provide the Services;

**“Age Restricted Services”** any Services for which You need to be over a certain age to use;

**“Agreement”** means these terms and conditions between You and Us for the Services which You have chosen, together with the Price Guide, and the Plan Terms;

**“Allowance”** means the amount and type of Services which We may provide to You as part of Your Price Plan or as part of any Additional Service (so, this may mean the number and type of calls You can make as part of the Phone Service or the amount of data You can use as part of the Broadband Service);

**“Broadband Service”** means the internet access We provide You with through either an ADSL or fibre optic connection. You will not have a fibre optic broadband service unless We have accepted Your request for fibre optic broadband and installed it at Your Address;

**“BT”** means British Telecommunications Plc;

**“Cancellation Charge”** means the Charge which is the total of the Monthly Charges for the remainder of the Minimum Term, calculated at the daily rate, less deductions for any discounts You are entitled to, such as any pre-paid Charges. See Our website for details;

**“Charges”** means the Price Plan Charge for the Services You have subscribed to; call charges (in addition to Your Price Plan charge); charges for Additional Services; replacement costs for non-returned Equipment; any New Line Charge; the Line Rental Charge; the Cancellation Charge, charges for exceeding any Allowances including, but not limited to, an automatic upgrade charge or any other charges set out in Our Price Guide;

**“Consumer”** means a real person entering into the Agreement and/or using the Services for purposes outside his/her business;

**“Customer Support”** means Our customer support team which you can contact for free from Your Phone Service on 0844 873 8586;

**“EE Group”** means Everything Everywhere Limited and its group companies, including their ultimate shareholders France Telecom SA and Deutsche Telecom AG, and the companies in which France Telecom SA have and Deutsche Telekom AG have at least a 50% shareholding;

**“Equipment”** means the high-speed wireless router device that We provide to You when You subscribe to Broadband Services and which allows You access the Network;

**“Line”** means the telephone line over which You receive the Phone Services and which is necessary to receive the Broadband Services, including any New Line We may install (see definition below);

**“Line Rental Charge”** means the amount You pay each month in advance for your Line;

**“MAC Code”** means the code which allows You to switch from one broadband provider to another without losing Your broadband connection;

**“Minimum Term”** means the minimum amount of time You agree to pay Us the Monthly Charge;

**"Monthly Charge"** means the amount that You pay each month in advance for Your Price Plan;

**"New Line"** means the installation of a new telephone line to receive the Phone Services;

**"New Line Charge"** means a Charge for Us arranging the installation of a New Line;

**"Network"** means the public switched telecommunications infrastructure used by Us to provide Services and any other type of communications system, whether operated by Us or on behalf of another network operator;

**"OFCOM"** The Office of Communications that regulates the telecommunications industry, including Us;

**"Payment Terms"** means the terms by which We manage Your Account and the ways You pay the Charges including any credit limit applied to Your Account;

**"Phone Service(s)"** means the telephony service that We provide You through the Line;

**"Price Plan"** means the package of Services We have agreed to provide You, and the Allowances We've agreed to as part of Your package (such as number of calls You can make and data You can use) in exchange for the Price Plan Charge;

**"Price Plan Charge"** means the charge for Your Price Plan which comprises the Line Rental Charge, the Monthly Charge for the Price Plan, and the charges for a Service once any Allowance is used up, the charges and terms and conditions for which are set out in the Price Guide and/or Plan Terms;

**"Plan Terms"** means the additional terms and conditions applicable to the Price Plan We have agreed to provide You;

**"Price Guide"** means a guide where You can see all Our Charges and can be found on Our website;

**"Registration Details"** means the personal or business information You provide upon registration for the Services, including the billing address;

**"Renewing", "Renewal"** means entering into a new Minimum Term in return for a benefit at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

**"Service(s)"** means all or any of the following services as may be applicable to Your Price Plan: Broadband Services, Phone Services, Additional Services and any other services that We may agree to provide from time to time and other terms and conditions for which are set out in the Price Guide and Plan Terms;

**"Service Availability Area"** means the geographic area, as specified by Us in reliance on information from Our supplier BT, in which the Services may be available;

**"Separate Payment Handling Charge"** the charge for processing payment for the Services in any way other than direct debit. The charge is applied according to how Your last bill was paid;

**"Start Date"** means the date that We notify You by Written Notice that this Agreement begins, which will be when We have accepted Your request for the Services and You have passed a credit check;

**"Transmission Speed"** means the download speed in terms of Mbps (millions of bits per second) or Kbps (thousands of bits per second) that data is transferred from the internet to Your Equipment;

**"Upgrading", "Upgrade"** means entering into a new Minimum Term with a higher Price Plan in return for a benefit at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

**"VAT"** means value added tax at the prevailing rate;

**"We", "Our" and "Us"** means Everything Everywhere Limited, a company registered in England and Wales (company number 02382161); whose registered office is located at Hatfield Business Park Hatfield, Hertfordshire, AL10 9BW (or any organisation that may succeed it as the assignee of this Agreement);

**"Written Notice"** means either (1) sending You an email to the email address You've provided with Your Registration Details which may contain a cross reference to Our website for further information; or (2) a letter to the billing address You provided with Your Registration Details. Each may tell You that a change is going to happen and what that change is. Our website, letter or email will contain an explanation of why the change is happening and provide You with any relevant before and after information.

"You" or "Your" means the customer who is a party to this Agreement;

## **2. Our Agreement**

- 2.1. This Agreement starts on the Start Date, at which point We will have accepted Your request for the Services, which will be after:
  - 2.1.1. You pass any credit check;
  - 2.1.2. You pay Us any deposit that We request;
  - 2.1.3. We perform a check on whether Your Address is in a Service Availability Area;
  - 2.1.4. We check the Transmission Speed You might receive; and
  - 2.1.5. We inform You of the range of estimated speeds available at Your Address based on lines with similar characteristics.
- 2.2. Your Transmission Speed will be affected by (but not limited to) the following: the operational and technical characteristics of Your Line and Your distance from the exchange; Your Address location; any change You make or deterioration in the Equipment; whether You have fibre Broadband Services; the time of day at which You use the internet; and Our traffic management policies which can be found on Our website (see also point 4.4 and 4.5).
- 2.3. You may cancel this Agreement without having to pay the Cancellation Charge by calling Customer Support at any time up to, and including, 10 days after the Start Date. Any cancellation after this time, and before the end of the Minimum Term, will incur the Cancellation Charge (except as set out in point 2.5 and 9.3).
- 2.4. At the end of the Minimum Term this Agreement will continue until terminated.
- 2.5. If We reject Your request for Service(s) for any reason then We will tell You. If We reject Your request but Your Phone Service has already been installed and You incur call Charges, You will have to pay those call Charges. You will not have to pay the New Line Charge or the Cancellation Charge. Where Equipment has been provided to You, then You will need to return that Equipment to Us within 30 days. If You do not return the Equipment We reserve the right to charge You a reasonable amount for the replacement cost of the Equipment as set out in Our Price Guide.
- 2.6. Subject to point 2.3 above, if You cancel the Services or We are unable to provide them because of something You did, and We have already installed Your New Line, We may charge You (or if already paid, not to refund You) the New Line Charge or part of it where We have reasonably incurred costs relating to the New Line, including any calls Charges made on the Phone Service. We may also charge you the Cancellation Charge. If Equipment has been provided, You will also have to return the Equipment in accordance with point 2.5 above.
- 2.7. You agree that We will begin arranging for the provision of the Services from the Start Date, but You won't actually start receiving the Phone Services until the Activation Date. After the Activation Date We will enable the Broadband Services:
  - 2.7.1. if an engineer is required, on the date of the engineer visit as agreed with You; or
  - 2.7.2. if no engineer is required, on a date notified to You when You request the Services.
- 2.8. There may be unexpected delays in Your Activation Date due to factors over which We have no control. We may tell You if this is going to happen.
- 2.9. If You are Renewing or Upgrading, a new Minimum Term may apply but We will get Your express consent first. Your new Minimum Term will start from the date We provide You Written Notice that We have accepted Your request for a Renewal or Upgrade. We don't have to provide You with a Renewal or Upgrade and We don't have to allow You to change Price Plan.
- 2.10. You may need a New Line to receive the Services and pay the New Line Charge. We will tell You before the Start Date if you need a New Line.
- 2.11. If You require an Additional Line, Your obligations to Us regarding the installation of and Charges relating to the additional Line will start on the Start date for that Additional Line. Any Additional Line that You request will be added to Your Account and You may have to pay a New Line Charge. Each Additional Line may include Services which have their own Minimum Term and Plan Terms. So, the Minimum Term for all Your Services might not be the same. You can not have more than one Broadband Service at the Address.
- 2.12. If You want to receive Your existing Services at a new address, please call Customer Support and check that Your new address is in a Service Availability Area. We do not have to accept Your request. If We accept Your request to relocate the Services, and You need a New Line at your new address, We will terminate Your current Services and You will need to reconnect those Services and commit to a new Minimum Term and pay the New Line Charge. We will get your express consent before we do this. Please see Our Price Guide for all moving administration and set-up costs.
- 2.13. We may set and change credit limits for all Charges for the Services, which mean You may only be able to use the Services up to an amount that equals Your credit limit. Charges are not capped at any limit. We can suspend Your access to the Services if Your limit is exceeded.
- 2.14. **Changes to Our Agreement**

- 2.14.1. We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions for any good reason, for instance, if We want all customers on the same conditions. We will tell You about the change beforehand, explained as follows:
  - 2.14.1.1. if You are a Consumer and the change of terms and conditions is not of material detriment to You, or You are not a Consumer, We will send You Written Notice 30 days before the terms and conditions are due to change. The new terms and conditions will automatically apply to You once that notice has run out;
  - 2.14.1.2. if You are a Consumer and the change is of material detriment to You, We will send You Written Notice 30 days before the terms and conditions are due to change. The new terms and conditions will apply to You once that notice has run out, unless You terminate this Agreement with Us within that notice period. If You do this You won't have to pay any Cancellation Charge that would otherwise apply, see point 9.3.3; or
  - 2.14.1.3. we can change these terms and conditions if new laws or rules make it necessary or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new terms and conditions will automatically apply to You once any notice period that We are able to give You has run out.

### **3. Installation**

- 3.1. To receive the Services the Address needs to be within the Service Availability Area. If the Address is outside the Service Availability Area we may still provide the Services through a wholesale partner for a Charge. Please see the Price Guide.
- 3.2. We will need to send an engineer to Your Address if:
  - 3.2.1. You need a New Line to receive the Phone Services; and/or
  - 3.2.2. We have agreed to provide fibre Broadband Services.
- 3.3. We will agree a date with You for each visit which may not be on the same day.
- 3.4. Our engineers will need to access the Address and carry out the installation of the New Line, or complete any construction required to install fibre Broadband Services. We may charge You for an engineer call out as set out in the Price Guide if:
  - 3.4.1. You cancel the visit and don't give Us at least 72 hours notice;
  - 3.4.2. You haven't made arrangements for Our engineer to access the Address; or
  - 3.4.3. the engineer has to perform additional and unexpected services to set up the Services or supply additional equipment.
- 3.5. You will need to get consent from anyone necessary for Us to install the Services (such as Your landlord) before the engineer visit. You will also need to ensure the Address is free from any obstacles which may prevent installation. If We can't install the Services because You haven't obtained the necessary consents or ensured Our engineer can access the Address, we may charge You for the engineer call out as per point 3.4 above.
- 3.6. We may not be able to install fibre Broadband Services where extensive construction is needed. If Our engineer determines that the installation will require extensive construction or modification, We may cancel Your request for Services and refund any Charges. If We can't install fibre Broadband Services We may, at Our discretion, offer You ADSL Broadband Services instead.
- 3.7. When fibre is being installed, We will need to disconnect Your Phone Service for up to 3 hours, so You will not be able to make (including emergency services) or receive any calls.

#### **Equipment**

- 3.8. You will need to supply the following equipment Yourself for use with the Services:
  - 3.8.1. for Broadband Services, Your own compatible device such as a computer or any other device capable of receiving the Broadband Service; and
  - 3.8.2. for Phone Services, Your own suitable telephone.
- 3.9. We will deliver the Equipment to Your Address. We will remain the legal owner of the Equipment which will need to be returned to Us once this Agreement ends. Please see Our Price Guide for costs and how to return the Equipment. When the Equipment is in your possession you must:
  - 3.9.1. follow any instructions, safety and security procedures applicable to the Equipment; and
  - 3.9.2. inspect the Equipment immediately and telephone Customer Support within five days of delivery to report any damage, faults or missing items.
- 3.10. In addition to the Equipment, You will need a BT Openreach modem to receive the fibre Broadband Services. An engineer will install the modem when the Broadband Services are installed. BT shall remain the legal owner of the modem which will need to be returned to BT when this Agreement ends. Please contact Customer Support for any queries or technical support relating to your Broadband Service.
- 3.11. Provided payment of the Charges is up to date and You followed the operating instructions and didn't cause the fault, We will either repair or replace faulty Equipment. If We provide You with replacement Equipment, You will need to return the faulty Equipment to Us within 14 days. Please see Our website or call Customer Support for our free postage options. If You do not return the faulty Equipment to Us within that time, We may charge You the replacement cost for the Equipment as set out in the Price Guide.

#### Changing Provider

- 3.12. If You want to transfer a broadband service from another provider to Us, You may need to provide Us with a MAC Code, which You can get from Your existing broadband provider. If You want to transfer Your Broadband Service from Us to another provider, You may need to request a MAC Code from Us and give it to Your new broadband provider. You can request to receive the MAC Code by email, letter or calling Customer Support. We will provide the MAC Code to You within 5 working days of You contacting Us. A MAC Code expires after 30 days of issue. We can only provide a new MAC Code once the previous one has expired. This Agreement will be terminated 10 days after any MAC Code that We provide to You is Used by Your new provider, or at the expiration of the notice You gave under point 9.1, whichever date comes first in time.
- 3.13. If You terminate Your Agreement because You no longer require Broadband Services, or You move to a new provider without using, or without your new provider using, one of the industry-approved processes, You will have to pay Us any charge that We incur from BT for disconnecting You in this way together with Our own associated administration costs, as set out in the Price Guide. The industry approved processes for moving to a new provider are the Migration Authorisation Code (MAC) process, and the Notification of Transfer (NoT) process.
- 3.14. If when You request the Phone Service You are already receiving a landline service from another provider, You authorise Us to arrange for the transfer to Us of the Line from BT or Your existing network operator. We can't do this for all network operators so please check with Us. You are responsible for the Charges for any calls that are made on Your existing phone line before the Activation Date.

#### 4. Our Services

- 4.1. We will always try and provide You with the Services, but sometimes they may be unavailable or interrupted by:
- 4.1.1. the technical limitations or faults of other providers supporting some parts of the Services we provide. These problems are usually outside of Our control but We will do Our best to fix issues, however We cannot guarantee that they will be fixed by these providers; or
- 4.1.2. maintenance, faults, congestion, upgrades or an emergency.
- 4.2. We will try to repair any failures in the Services but We can't promise that all faults will be corrected. We may send an engineer to the Address to fix a failure or problem in the Services. We may charge You for this if the fault, in Our reasonable opinion, was caused by something You did.

#### Broadband Service

- 4.3. The Broadband Service gives You the ability when Using a compatible device and the Equipment to access the internet at the estimated Transmission Speed.
- 4.4. We reserve the right to manage Our Network in order to protect it for the use of all of Our customers. We may therefore apply traffic management controls from time to time. Those controls may vary if:
- 4.4.1. You're in Our Service Availability Area;
- 4.4.2. You're not in Our Service Availability Area but We are providing the Broadband Services through a wholesale provider; or
- 4.4.3. You have fibre Broadband Services.
- 4.5. Details of Our current policy are on Our Website. Your Plan Terms and the Price Guide may also contain information about Your Allowances (such as how much data You can use or how many calls You can make) and what We might do if You exceed Your Allowance, including but not limited to, moving You to a higher Price Plan if You exceed Your Allowance. We will give you reasonable Written Notice before We change your Price Plan.

#### Phone Service

- 4.6. As part of the Phone Service We will transfer Your existing telephone line to Our Network as per point 3.14. You can also take Your telephone number to another network operator when You leave Our Network. We will transfer Your telephone number to or from Our Network. Please see Our website for more information on transferring Your telephone number.
- 4.7. You do not own the telephone number used for the Phone Service. We can reasonably change the telephone number if We are required to do so by law, regulation, or under the terms of any supplier agreement that affects the supply of the Services. We may do this immediately for regulatory reasons. We will give You at least 3 months' prior notice for any other reason.
- 4.8. You can use the Phone Service to contact the emergency services for free by calling 999 or 112. These calls can also be made using voice over internet protocol ("VoIP"). If You are Using a VoIP service provided to You by Us, then in the event of a power failure a VoIP emergency call is routed over the standard telephony network and not through the Broadband Service. The emergency services will always know where You are located as Your location information will be provided. If You are Using a VoIP service from any other provider, the emergency call cannot be traced.

#### The Services Generally

- 4.9. The Services are made available to You provided that You also comply with the following conditions, which are a fundamental part of this Agreement:

- 4.9.1. the Services, are not used for anything unlawful, immoral or improper;
- 4.9.2. the Services are not used to make offensive or nuisance communications in whatever form;
- 4.9.3. the Services are not used to send, receive, upload, download, or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful;
- 4.9.4. You do not send or facilitate the sending of any unsolicited advertising or promotional material;
- 4.9.5. You give Us all information We reasonably ask of You;
- 4.9.6. all reasonable instructions We give You are followed;
- 4.9.7. You must not allow anyone else (other than someone authorised by Us) to add to, modify or in any way interfere with the Equipment;
- 4.9.8. the Services are not used otherwise than in accordance with Our and other networks' policies for acceptable use, including relevant internet standards;
- 4.9.9. You comply with any fair use policy applicable to Your use of the Services and if You are in breach of that policy You comply with any reasonable instructions that We issue to You to enable You to remedy that breach and to continue to use the Services;
- 4.9.10. You must not operate, whether directly or through a third party, anything which routes or re-routes voice, data or other Services on, from or to the Network, including but not limited to anything used to forward or divert calls or data to another network (whether fixed or mobile) with the intention of reducing Your charges for the Services (or other services from a fixed or mobile network) without Our express prior written consent;
- 4.9.11. You must not sell or attempt to sell Our Network or the Services to any third party without Our express prior written consent;
- 4.9.12. You, or anyone who uses the Services, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;
- 4.9.13. Any information You give to Us, on which We may rely in making decisions concerning the provision of Services under this Agreement, must be true at the time You give it;
- 4.9.14. You must give Us any deposit or extra deposit that We ask for; and
- 4.9.15. You comply with any requirement of Ours to set up an online account for billing purposes (see point 5.4)
- 4.9.16. You must not access any Age Restricted Services unless You are older than the required age. If You are allowed to access Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone Younger than the specified age. If You let anyone under the specified age use the Services, You must make appropriate measures to ensure they do not access any the Age Restricted Services.

## **5. Charges**

- 5.1. The Monthly Charges for the Services (including the Line Rental Charge) will apply from the date the Broadband Service is activated on the Line. You will be responsible for all call Charges made from the Activation Date. You will need to pay the Charges in accordance with the Price Guide.
- 5.2. If You have a Monthly Charge discount with Us because You are also a pay monthly mobile customer, that discount will be removed if either agreement is terminated for any reason.
- 5.3. You must pay Your bill by the date set out on it. For Consumers, all Our Charges are inclusive of VAT. If You are not a Consumer, VAT will be added to all invoices at the relevant rate where applicable.
- 5.4. Unless previously agreed with You, We will make the bill for Your Account available to You every month by electronic means (either by email or through Your online Account) and take payment by direct debit on the date set out in it. Any Additional Services may be charged for the time You've used them or charged in advance. This is also set out in Our Price Guide. Other Charges are for the month just passed and any earlier time if not previously charged.
- 5.5. We will set up Your online Account and provide you with a password and username. Your online Account will tell You the date that Your bill is to be made available to You each month. In addition to this, we will send an email to the email address that You provide when Your bill is ready to be viewed.
- 5.6. If the direct debit fails or payment is late, We may charge you the late payment Charge set out in the Price Guide. We won't ask You to pay this Charge if You make a part payment as described in point 5.7.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from You.
- 5.7. If You don't pay a bill by the date set out on it You will have broken an important condition which is a fundamental part of this Agreement between You and Us and this will entitle Us to suspend in full or in part any of the Services and/or terminate this Agreement immediately. We may also charge You a Cancellation Charge except where:
  - 5.7.1. You have a genuine dispute with Us; and
  - 5.7.2. Before the date by which Your bill must be paid, You have given Us Written Notice setting out the details of Your dispute, including the amount of Your claim against Us and the amount You intend to withhold as disputed. If the amount You intend to withhold is less than the total amount You owe Us then You must pay the difference by the date set out on the bill. If You don't, then We can terminate this Agreement immediately.
- 5.8. Our rights set out in here are in addition to any other legal rights We may have against You.

- 5.9. You may have to pay additional Charges, the amount of which is set out in Our Price Guide, for example: the Separate Payment Handling Charge or the Charge to reconnect You to the Services (see point 7.4).
- 5.10. You are responsible for all Charges applied to Your Account, including all call charges made from the Phone Service.
- 5.11. We can change Payment Terms for any good reason, for instance, if You do not pay a bill by the date set out on it. We may not be able to tell You before We do.
- 5.12. You shall be required to pay a deposit (or an extra deposit) as security for the Charges if We have a good reason to require it, for example, if We raise Your credit limit. This may be payable before the Start Date or during the course of this Agreement. We can keep the deposit until the Agreement ends. We will return it when You pay Us everything You owe. We will not pay interest on deposits. We can use Your deposit to pay what You owe except where You have followed the process for disputed Charges outlined at point 5.7.2 above. If You don't pay the undisputed amount by the date of Your bill or tell Us not to use any deposit to pay the disputed amount, then We will use any deposit or any credit on Your Account to pay the disputed sum.
- 5.13. Charges for calls on the Phone Service to certain numbers outside of those permitted in Your Allowance, such as premium rate numbers, are set out in the Price Guide. We may charge You for additional data You use above the data included in Your Allowance, or move You to a higher Price Plan in accordance with point 4.5. These Charges are also set out in the Price Guide.
- 5.14. We may use credit reference agencies to help Us make credit decisions or for fraud protection. You agree that We may register information about You and the conduct of Your Account with any credit reference agency. For the purpose of fraud prevention and credit management, information about You and the conduct of Your Account may be disclosed to financial institutions and other phone companies. Such information may also be passed to debt collection agencies for debt collection purposes. Sometimes if there is insufficient information to enable Us to make a credit decision, We, and Our credit reference agencies, may also use information about other people financially linked to You (such as spouses, partners, family members, household members).

## **6. Our Liability To You**

- 6.1. We are only liable to You as set out in this Agreement. We have no other duty or liability to You.
- 6.2. 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.
- 6.3. Except as set out in points 6.1 and 6.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for each Account You have with Us for one incident or £6,000 for each Account for a number of incidents within any 12 month period.
- 6.4. If You are not a Consumer, We are not liable to You in any way for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs You expected to avoid by Using the Services) or anticipated profits, loss of property or loss of use of property.
- 6.5. If You are a Consumer, We are not liable to You in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement.
- 6.6. You must tell Us about any claim as soon as reasonably possible.
- 6.7. We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.
- 6.8. We will not be responsible for any harm You suffer from a virus program which infiltrates any device You use with the Services, whether it was transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your accounts for the use of any Services activated by such a virus.
- 6.9. This point 6 will apply even after this Agreement has been terminated.
- 6.10. We accept responsibility for physical damage to or loss of property which directly results from Our breach of contract or negligence up to an aggregate of £100,000. This aggregate limit shall apply to all Services You have with Us.

## **7. When We may suspend or disconnect the Services**

- 7.1. We may suspend the Services or terminate this Agreement and disconnect any or all of the Services without warning if:
  - 7.1.1. the Network breaks down or needs maintenance. We will try to make sure this does not happen often;
  - 7.1.2. You or anyone who uses the Services do not keep to the conditions of this Agreement or any other Agreement with Us; or
- 7.2. If your Line is disconnected for any reason, You will automatically lose Your connection to all Services.
- 7.3. You are liable for Charges during suspension unless We decide otherwise. We may not make you pay Charges if there was a severe disruption to the Services (meaning that there was a breakdown in the Network which caused a complete loss of Your Services which lasted for 3 days or more) or where the Network has completely broken down and You've permanently lost all Services.
- 7.4. We can charge to reconnect You to the Services except where something in point 7.1.1 happened. We can change Your Payment Terms as a condition of reconnection.
- 7.5. The rights that We have under this point 7 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in this Agreement.

If We reasonably suspend the Services because of something You did or didn't do, and the services are suspended for more than 60 days, You may have to pass a credit check to reconnect the Services.

## **8. Changing Charges**

- 8.1. We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.
- 8.2. We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving active users of the Additional Service a reasonable period of Written Notice. The change will then apply to You once that notice has run out.
- 8.3. We can suspend, change or withdraw Your Price Plan or Allowances. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.
- 8.4. We can increase any Price Plan Charge. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.
- 8.5. We can increase Your Price Plan Charge if We have accepted Your request for an Upgrade or if We move you to a higher Price Plan in accordance with point 4.5.

## **9. Termination Rights**

- 9.1. You can give Us notice to terminate this Agreement, to take effect on or after the end of the Minimum Term. However (except as set out in point 9.3) if, in Our total discretion, We accept notice from You to terminate this Agreement within the Minimum Term, You will have to pay Us a Cancellation Charge. You can terminate this Agreement without having to pay Us a Cancellation Charge after the Minimum Term has ended upon 30 days notice.
- 9.2. You can only give Us notice to terminate this Agreement by calling Customer Support. Your Agreement will terminate 30 days from when We receive Your call, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during that period. You will be responsible for all Charges up to and including the date that this Agreement terminates.
- 9.3. A Cancellation Charge won't apply if You are within the Minimum Term and:
  - 9.3.1. Our entitlement to operate the Network ends at any time;
  - 9.3.2. We terminate the Agreement immediately by giving You Written Notice because Your telephone line is not technically capable of receiving a Service to which You have subscribed and You have complied with Our reasonable instructions to try and fix the problem;
  - 9.3.3. You are a Consumer and the change that We gave You Written Notice of in point 2.14.1.2 or 8.4 is of material detriment to You and You give Us notice to immediately cancel this Agreement before the change takes effect; or
  - 9.3.4. The change We gave You Written Notice of in point 8.4 is:
    - 9.3.4.1. an increase to Your Price Plan Charge (as a percentage) higher than any increase in the retail price index (also calculated as a percentage) or any other statistical measure of inflation published by any government body authorised to publish measures of inflation from time to time, and published on a date as close as reasonably possible before the date on which We send You Written Notice; and
    - 9.3.4.2. You give Us notice to immediately cancel this Agreement before the change takes effect.

## **10. Our immediate termination rights**

- 10.1. We can terminate this Agreement immediately and You must pay Us everything that You owe, including any Cancellation Charge, if any of the following happen:
  - 10.1.1. You break an important condition of this Agreement or a number of less important conditions;
  - 10.1.2. You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to;
  - 10.1.3. You cancel Your Line for any reason before the end of the Minimum Term, or the Line which You currently use is unable to operate normally to receive the Services;
  - 10.1.4. If any step is taken to make any kind of arrangement that would compromise Your liability to pay Your debts; or (A) if You are an individual and You are unable to pay Your debts or if any step is taken to make You bankrupt; or (B) if You are a company or other organisation and You become unable to pay Your debts (within the meaning of section 123 of the Insolvency Act 1986) or any step is taken to appoint an administrator, liquidator (for a reason other than solvent reorganisation), or receiver over You or any of Your assets. We can also terminate this Agreement if something similar (in any country) happens or if We think any of these things may happen.
- 10.2. We can terminate this Agreement if any licence of Ours (or any supplier such as BT) to run the Network is ended. However, as described in point 9.3.1, You won't have to pay a Cancellation Charge.
- 10.3. Where BT or another Network operator notifies Us that You have requested them to transfer the Services We may treat that as notice from You to terminate this Agreement. In those circumstances the Services may terminate immediately to enable You to change to Your new network operator. You will have to pay any outstanding Charges (including the Cancellation Charge) including up to the end of the notice period period or to the end of any applicable Minimum Term (whichever is the longer).

## **11. General**

- 11.1. You need to get Our explicit prior consent before You can transfer or try to transfer any of Your rights and responsibilities under this Agreement. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.
- 11.2. We can record any conversations between You and Our staff.
- 11.3. We may send notices to either Your postal address, Your online account, Your email address or via a text message to any mobile phone number that You have registered with Us. That text message will include, if necessary, a reference to where on Our Website You can find any further relevant information about any change being communicated to You. We aren't responsible for messages that don't get to You because of circumstances outside Our control.
- 11.4. Any notices will be sent to You as described here. It is Your responsibility to keep Your Registration Details up to date so You must call Us with any changes to postal address or email addresses immediately. It's Your responsibility to make sure that the email address that You give Us is correct, current and works at all times. If You change Your email address or it stops working for any reason, You must notify Us immediately. If You fail to inform Us of any change, We will continue to make Your bill available to You in Your online account and sending any notification to the last email address that You gave Us. Those bills will be payable in accordance with point 5.
- 11.5. English law will apply to this Agreement and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable).
- 11.6. Any failure or delay by Us to exercise any right or remedy under this Agreement does not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.7. If You are not satisfied that any complaint that You may have has been resolved, You may be able to take Your dispute to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in Our Complaints Code of Practice. This is available on Our Website We can give You a copy if You ask for it.
- 11.8. Unless otherwise stated in this Agreement, any notices from You to Us must be sent by email, post or delivered by hand to Us.
- 11.9. Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.
- 11.10. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 11.11. If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.

## **12. Your information**

- 12.1. You confirm that the information that You provide to Us, including Your Registration Details, is true, accurate and complete. You agree to inform Us immediately of any changes to Your details by contacting Our Customer Support services.
- 12.2. We will use Your personal information in accordance with the terms of this Agreement and Our privacy policy which You can find on Our website.
- 12.3. We and/or any companies in the EE Group will use Your personal information for providing the Services, Equipment and related products to You, administration of Your Account and billing, advertising, marketing, research, analytics, credit scoring, customer services, and web use and profiling Your preferences. We will disclose Your information to Our service providers and agents to help Us with these purposes. We will keep Your information for a reasonable period after Your Agreement with Us has finished in case You decide to use Our services again and may contact You about Our services during this time.
- 12.4. You agree that We, the EE Group and Our carefully selected business partners can use information about You, including information about Your use of Our Network, Services and related products and your Address, to tell You about products, services or promotions offered by Us and third parties that may be of interest to You and for research and analytics purposes. We may contact You by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS) or online or via any other interactive media. If You would prefer not to receive direct marketing communications from Us, simply let Us know at any time and We will stop sending them to You. Please see Our privacy policy on Our website for further details. If someone else will be using Our Network (for example, a family member in Your household), then You agree that You have told that person how We will use their information and obtained their consent to this.
- 12.5. You have a right to ask for a copy of Your personal information (for a small charge) and to correct any inaccuracies. Please see Our privacy policy on Our website for further details.
- 12.6. We may transfer Your personal information to countries outside of the European Economic Area, which do not always provide the same level of data protection as the UK, for the purposes of providing You with Our Services. If We do make such a transfer, We will put a contract in place with Our service providers including security obligations on them to ensure Your information is protected in accordance with UK standards.

- 12.7. We will carry out any activity or disclosure of Your personal information to comply with Our legal and regulatory requirements, for law enforcement purposes and to detect, prevent or investigate crime, fraud and misuse of or damage to Our Network, Services and related products.
- 12.8. By entering into the Agreement You also consent to Us Using and/or disclosing Your information, in relation to the Services, as follows:
  - 12.8.1. providing Your information to any telecommunications provider which operates the telephone access Network over which the Services are delivered; and
  - 12.8.2. using the caller line identification number that is last used to access Our Phone Services to contact You in the event that We are unable to contact You Using the telephone number that You have provided to Us.
- 12.9. In the event of a personal data security breach that affects You, We will notify the relevant authorities, and if appropriate, We will notify in writing the subscriber or user of Our services who is affected by the breach. A personal data security breach that affects You (or the subscriber) does not give You the right to terminate this Agreement.
- 12.10. If You want Your contact details, including Your phone number and postal address, to be included in a third party directory and/or a directory enquiry service, please call Our Customer Support. If Your contact details were already included in a third party directory and/or a directory enquiry service when You joined, We won't remove them unless You ask Us to.