

Ofcom General Condition 9.2: Additional Information



This Additional Information is applicable to EE business customers with greater than 50 employees and/or those EE customers who have agreed to an “EE Business Agreement” (the “EEBA”) with EE Limited, who have requested the incorporation of this information in accordance with Ofcom General Condition 9.2.

If you are an EE or Orange small business customer (a customer with less than 50 employees and/or you have agreed to an EE or Orange “Business service/upgrade agreement” in a retail store, online or over the phone with EE Limited or with one of our authorised third party agents, then Additional Information in accordance with Ofcom General Condition 9.2 will be included within your EE or Orange Pay Monthly Terms for Small Business.

Note: terms defined in this Additional Information have the same meaning given to them in the EEBA unless stated otherwise.

Provision in General Condition 9.2	Additional Information for incorporation into the EE Business Agreement for Business Customers
9.2 (a): the identity and address of the Communications Provider	This is covered in Clause 2.1 (Definitions) of the General Terms and Conditions for Business Customers v4.1 12.11.2015.
9.2 (b): the services provided, including in particular whether or not access to Emergency Services and Caller Location Information is being provided, and any limitations on the provision of access to Emergency Services	<p>The Services provided are defined in Clause 2.1 (Definitions) of the General Terms and Conditions for Business Customers v4.1 12.11.2015.</p> <p>The Services and Equipment provided are then specified in the Commercial Terms of the EEBA.</p> <p>The Customer may contact the emergency services for free by calling 999 or 112 (or by sending an SMS to 999 if the Customer is registered to contact emergency services by SMS) provided the Customer is in range of a base station forming part of EE’s Network. If the Customer is not within range of one of EE’s base stations, or if EE’s base station is not transmitting for any reason, the Customer’s Device may try to use another mobile network to connect the call to the emergency services. Depending on the Customer’s Device, their approximate location using certain location data may be provided to the emergency services. The EE Price Guide for Large Business (the “Price Guide”) which can be found online at www.ee.co.uk/businesssterms contains further information on any other restrictions on access to emergency services.</p> <p>Access to Emergency Services is not possible where the Service is withdrawn by EE for non payment or breach by the Customer, withdrawal of a Service or Equipment by EE, or where there is no coverage from any network operator. Access to Emergency Services is also not possible where EE has to suspend access to the Services due to (i) technical failure, modification or maintenance of the Network, (ii) upon instruction by emergency services or any government, regulatory or appropriate authority or (iii) where it is necessary to safeguard the integrity and security of the Network or to reduce fraud.</p> <p>The provision of Caller Location Information is not specified in the terms and conditions but caller location is relayed to Emergency Services as required under General Condition 4 of the General Conditions of Entitlement. Caller Location Information is available directly from the Device except where the</p>

Ofcom General Condition 9.2: Additional Information



Provision in General Condition 9.2	Additional Information for incorporation into the EE Business Agreement for Business Customers
	Customer is using a signal boost device.
9.2 (c): information on any other conditions limiting access to and/or use of services and applications (where such conditions are permitted under national law)	<p>This is covered in Clauses 6.2 and 6.3 of the General Terms and Conditions for Business Customers v4.1 12.11.2015.</p> <p>The Services are provided to the Customer on the basis the Customer complies with the terms and conditions of the EEBA.</p>
9.2 (d): details of the minimum service quality levels offered, namely the time for initial connection and any other quality of service parameters as directed by Ofcom	<p>Clauses 6.2 and 6.3 of the General Terms and Conditions for Business Customers v4.1 12.11.2015 cover information relating to service quality levels offered.</p> <p>As per Clause 17.3 of the General Terms and Conditions for Business Customers v4.1 12.11.2015, all SIM Cards are supplied by EE pre-Connected. Quality of service parameters are not included in the terms, however customers can check coverage/service levels pre-sale and at any time during the Service through our coverage checker tools which can be found on our website and are used in pre-sale coverage discussions.</p>
9.2 (e): information on any procedures put in place by the undertaking to measure and shape traffic so as to avoid filling or overfilling a network link, and information on how those procedures could impact on service quality	Fair use policies are put in place to avoid overfilling the network and can be found in the Price Guide and/or the relevant Solution Terms. Where necessary, other packages have a defined usage limit to avoid overfilling a network link. Fair use policies are incorporated by cross reference (see clause 10.1(j) of the General Terms and Conditions for Business Customers v4.1 12.11.2015) and information on any relevant network controls are included in our network management help and support documents which can be found on our website.
9.2 (f): the types of maintenance services and customer support services offered, as well as the means of contacting these services	<p>Support services that may be provided by EE are only provided for the specified Equipment and EE does not provide support for any other equipment (including without limitation Customer Equipment).</p> <p>A Standard Support Service for Large Business Customers and a Tailored Service is available to customers who meet the required eligibility criteria as set out in the Price Guide. The details of these support services can be found at www.ee.co.uk/business/terms.</p> <p>Support arrangements for Solutions can be found in the Solution Terms which can be found at www.ee.co.uk/business/terms and for certain other Services in the Price Guide.</p>

Ofcom General Condition 9.2: Additional Information



Provision in General Condition 9.2	Additional Information for incorporation into the EE Business Agreement for Business Customers
9.2 (g): any restrictions imposed by the provider on the use of terminal equipment supplied	Devices are locked to the EE network. The cost of unlocking (provided the Minimum Connection Period has been completed and all Charges have been paid) can be found in the Price Guide.
9.2 (h): the Subscriber's options as to whether or not to include his or her personal data in a directory, and the data concerned	The Customer has the option to elect for their entire account to be included in the BT directory (or any equivalent directory) in Part 6 of the Commercial Terms of the EEBA. If the Customer elects during the life of the contract for their account to be included in the BT directory they may contact Customer Services to action this.
9.2 (i): details of price tariffs, the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained, payment methods offered and any difference in costs due to payment method	<p>Price tariffs are contained in the Price Guides, Non Standard Price Guide for EE Large Business Customers and Orange Small Business Customers and relevant Solution Terms. Such prices are updated from time to time. Any bespoke tariffs for Customers are set out in the Commercial Terms of the EEBA.</p> <p>Payment methods are set out in Part 6 of the Commercial Terms of the EEBA and differences in costs due to different payment methods can be found in the Additional Fees section of the Price Guide.</p>
9.2 (j): the duration of the contract and the conditions for renewal and termination of services and of the contract	<p>Clause 3 of the General Terms and Conditions for Business Customers v4.1 12.11.2015 sets out the duration of the Agreement.</p> <p>There are no conditions for renewal of the Agreement as the Agreement continues until it is terminated (or until the last remaining Service expires).</p> <p>Clauses 20 and 21 of the General Terms and Conditions for Business Customers v4.1 12.11.2015 cover Termination and Consequences of Termination.</p>
9.2 (j)(i): any minimum usage or duration required to benefit from promotional terms	Promotional terms and any minimum usage or duration required for benefits are covered in the Price Guide. Any specific bespoke promotional terms for Customers are set out in the Commercial Terms of the EEBA.
9.2(j)(ii): any charges related to portability of numbers and other identifiers	The Customer will not be charged for portability of numbers.
9.2 (j)(iii): any charges due on termination of the contract, including any cost	Charges due on termination of the Agreement are set out in Clause 21 of the General Terms and Conditions for Business Customers v4.1 12.11.2015

Ofcom General Condition 9.2: Additional Information



Provision in General Condition 9.2	Additional Information for incorporation into the EE Business Agreement for Business Customers
recovery with respect to terminal equipment	and any cost recovery relating to Equipment is covered in clause 21.1(d) of the General Terms and Conditions for Business Customers v4.1 12.11.2015.
9.2 (k): any applicable compensation and/or refund arrangements which will apply if contracted quality service levels are not met	There is a process in place within Customer Services for failed or delayed porting. If the Customer has issues with porting they should contact Customer Services.
9.2 (l): the means of initiating procedures for the settlement of disputes in respect of the contract	Clauses 29.16, 29.17 and 29.20 of the General Terms and Conditions for Business Customers v4.1 12.11.2015 govern the procedures for the settlement of disputes in respect of the contract.
9.2 (m): the type of action that might be taken by the Communications Provider in reaction to security or integrity incidents or threats and vulnerabilities	<p>Security measures against unauthorised or unlawful processing of Users' Personal Data and against accidental loss or destruction of or damage to Users' Personal Data is covered in clause 26.5 of the General Terms and Conditions for Business Customers v4.1 12.11.2015.</p> <p>In the event of a Personal Data security breach that affects the Customer, EE will notify the relevant authorities and the Customer in writing. A security breach of a Users' Personal Data does not give the Customer the right to terminate the Agreement.</p>