

# EE MONTHLY PLAN TERMS AND PRICE GUIDE

Available from 2<sup>nd</sup> September 2020 Updated 01st April 2021

### **PLAN TERMS**

Choose from an Essential or Smart Plan, see our Price Guide at page 6 for details of your inclusive allowances. If you're on a Smart Plan, you will also get access to our Smart Benefits and some or all the additional benefits described below.

You'll have to pass our standard credit check and promise to stay with us for 24 months.

Your monthly payment is for using mobile internet on your phone, for checking voicemail (including visual voicemail if you have an iPhone) and an unlimited allowance of minutes and texts, in addition to the benefits described above.

Minutes and Text: You can use your minutes & texts:

- When **in the UK** to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (mobile and landline numbers to Jersey, Guernsey and Isle of Man not included).
- When **roaming in the EU/EEA** to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (including landlines and mobiles in Jersey, Guernsey and the Isle of Man).
- When **roaming in the EU/EEA** (including Jersey, Guernsey and the Isle of Man) to call and text customers of EU/EEA mobile networks and landlines.

	Calling from the UK	Calling from EU/EEA/Switzerland (including		
Calling to the UK (landlines starting with 01, 02 & 03, and mobiles)	Included	Included		
Calling to EU/EEA/Switzerland (including Guernsey, Jersey & Isle of Man)	EU/EEA not included, Guernsey, Jersey & Isle of Man not included	Included (to landlines and mobiles)		

#### For example:

- Calls and texts from the UK to France are not included in your allowance, as this is an international call.
- Calls and texts from France to mobiles & landlines in the UK are included as part of your roaming allowances.
- Calls and texts within the EU/EEA/Switzerland to mobiles & landlines (so for example from France to France, or from France to Spain) are included as part of your roaming allowances.

You cannot use your inclusive minutes and texts to call and text customers of mobile networks and landlines in the EU/EEA/Switzerland when in the UK. Allowances do not include premium rate numbers anywhere in the UK or the EU and will be charged at your normal plan rate.

Calls to numbers starting with 08, 070, 09 and 118 are not included in your inclusive allowance of minutes. Calls to numbers starting with 084, 087, 09 and 118 will be split into two parts:

- the Access Charge this is the amount that is charged by EE as set out in the Price Guide below (page 7);
- the Service Charge this is charged by the organisation you are calling. The amount of the Service Charge is set by them and should be stated anywhere the number is advertised.

The Access Charge is added to the Service Charge to give your total cost of call. For further information <a href="https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers">https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers</a>.

Your inclusive data allowance is for use when in the UK and in the EU. When outside the UK you may be subject to a data fair use policy (see below for details).



Plans are for normal person to person use from your phone and are subject to your acceptance of our standard terms and conditions for pay monthly services. We monitor use in accordance with those terms. The terms state that you can't use these plans to sell access to our network to anyone else. They are also not to be used for anything unlawful or to send nuisance communications. At the moment, we'll decide that you're breaking these terms if you text and/or call more than 300 different numbers in a month. Remember, we're free to decide that other types of use may also be breaking this term. If you do break this term, we'll contact you and ask you to stop and if you don't then we may disconnect your SIM card from our network.

4G Calling: You'll need a 4G calling compatible phone to make and receive calls over our 4G network. 4G Calling is not available when roaming.

<u>Wi-Fi Calling:</u> When in the UK, if you have a compatible device and the correct software, you can use your minutes allowance to make calls using Wi-Fi Calling (see ee.co.uk/wificalling for terms).

#### DATA USE IN UK

You'll need 3G, 4G or 5G coverage to use mobile internet on your phone plus a compatible device. You'll need to be in range of our base stations: to use our 4G network you need to be within a 4G-enabled area and to use 5G you need to be within a 5G-enabled area. 5G is only available in a limited number of locations and you must have a 5G compatible device to access it. You can and should check expected coverage via our coverage maps at ee.co.uk/coverage. Your phone may not be compatible with other UK networks or networks outside the UK. Whether you're on 3G, 4G or 5G, coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography. In some very limited circumstances right at the edge the 5G-enabled area and when you are indoors, your device may show you're connected to the 5G network when you're not. You'll still receive our best available speed at this location.

Each plan gives you a data allowance to use each month. We'll let you know by text message when your data is running low (when 80% of your allowance is used up) and when it has run out. You can use mobile internet on your phone to make internet phone calls ('VoiP') use your phone as a modem ('tethering') and phone for peer to peer file sharing. We won't charge you any more if you reach your monthly data allowance, but if you are on an Essential Plan you won't be able to continue to use mobile internet after you've used up your current month's data allowance, and you'll need to buy one of our data add-ons which will allow you to use mobile internet until your next bill date. If you are on a Smart Plan you will be able to use Reserve Data described below.

#### **ROAMING**

Inclusive roaming benefits are available to UK based customers only.

Our **Europe Roaming Zone** presently includes:, Austria, Azores, Belgium, Bulgaria, Croatia, Cyprus\*, Czech Republic, Canary Islands, Denmark, Estonia, Finland, France, French Guyana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Saint Martin (French), Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City (Italy).

\* Note Turkey (you may connect to a Turkish network in Northern Cyprus) and Andorra are outside the EU/EEA and not included in our European Roaming Zone. Therefore any calls made from either of these countries, or from Northern Cyprus if connected to a Turkish network, will be chargeable.

You can call 150 free of charge when roaming in the EU/EEA to get information about our charges. Emergency services can be contacted within the EU/EEA by calling 112.

If your device is compatible with WiFi Calling, you will not be able to use it for WiFi Calling when outside the UK.

#### Fair use amount

If your domestic data allowance is greater than 50GB, a fair usage policy of 50GB whilst roaming in our Europe zone will apply (i.e. you can use up to 50GB from your allowance while roaming). Once you've used your fair use policy amount when roaming, we will notify you and surcharges will apply to continue using data when roaming in our Europe and Rest of World Zones.



The surcharges will last until you exhaust the remainder of your domestic data allowance, return to the UK, or until your next bill date (whichever is earlier).

1MB £0.36

Note whilst the charge displayed above is per MB, EE charge on a per KB basis (i.e. 1KB = £0.00036 or 0.036p).

Whether you have a FUP and are subject to the above surcharges after exhausting your fair use amount, or you have a domestic allowance of 50Gb or less and therefore not subject to the fair use amount, if you use all your domestic data allowance when roaming outside the UK you'll need to buy an out of bundle UK/EU data add-on to continue using data. Details of these data add-ons (and the surcharges mentioned above) can be found in the EE Pay Monthly Non-Standard Price Guide.

#### **Speeds**

All our customers can enjoy the superfast speeds supported by our roaming partners abroad. If you are on a Smart Plan and have used up your plan allowance, you can use your Reserve Data when roaming in the EU, however your speeds will be capped at 2Mbps (see below for more detail on Reserve Data). But please note: Speeds outside the UK always depend on the network you connect to and 4G and 5G may or may not be available. We aren't responsible for the speeds or coverage you get outside the UK. As in the UK, your coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography.

#### Stable links

You must comply with the EE fair use policy which includes you being a permanent resident in, or having a stable link to, the UK. We will consider you to have a stable link to the UK if, during any four-month period, you:

- · spend a total of two months or more within the UK; or
- mainly use your inclusive voice, text or data usage allowances in the UK, rather than while you are roaming.

If we reasonably believe there is a breach of this stable links policy, we will monitor this based on the combination of your presence in the UK and usage in the EU/EEA/Switzerland for four months. If, during this four month period, we believe or know that you may have breached the conditions set out above, we will notify you of the breaches and ask you to explain the reasons for this, as well as setting out the type of proof you need to supply to satisfy us that your usage complies with EE's stable links policy.

If you do not contact us within 14 days or we think that your explanation for your usage is unreasonable we may apply a surcharge for all future usage. Surcharges are set out above and we will cease to charge these surcharges when you contact us and either supply the proof requested in our notification or comply with the stable links policy. You may not resell our UK SIM cards to persons not residing in or having stable links to the UK. If you do, we may block the SIM card and roaming services.

#### **Complaints**

If you have any concerns about EE's fair use policy, please get in touch with us using your preferred contact method at our <u>Ways to Complain</u> page. Please see our <u>Complaint Code of Practice</u> for full details of our complaints procedure.

#### **UNLIMITED PLANS**

50GB fair use policy applies outside UK. Personal, non-commercial use only. If you regularly tether 12 or more devices, we will consider this non-personal use and have the right to move you to a more suitable plan. We will consider usage above 600GB/month to be non-personal use and have the right to apply traffic management controls to deprioritise your mobile traffic during busy periods or to move you to a business plan. You can gift up to 100GB. Data usage on an unlimited plan will decrement from giftable allowance. Any data boost allowance will be added to the giftable allowance.



#### **SERVICE PACK**

If you purchased a Plan directly from EE you are entitled to:

£10 off cases/screen protectors: Subject to availability. Non-transferable. Available at time of purchase only. Where we do not stock accessories for a specific device, we will provide a discount code to be redeemed online.

Annual Device & Account MOT: We'll make sure you're making the most of your account and getting the best value from EE. We'll cover a price plan check, a service benefits check, a smart benefits check, data usage and other potential EE benefits. The Device MOT will include an overview of the software, battery, storage and connectivity information. It is your responsibility to back up all of your data on your device.

EE Lifetime Guarantee: You'll benefit from your normal manufacturer warranty and when it runs out you'll then benefit from this EE warranty so long as you remain on an eligible plan and your account is up to date. Your EE Lifetime Guarantee only covers the original device supplied to you by EE. If your device suffers from electrical or mechanical breakdown through normal use during the warranty period, we will repair it for free. For full details and exclusions see ee.co.uk/servicepack

#### **SMART PLAN BENEFITS**

#### **Smart Benefits**

Smart Plans give you access to a range of Smart Benefits. Once you've chosen, you can change your Smart Benefit thereafter every 30 days. Choose your Smart Benefit at purchase, via My EE or by texting 150, for more details go to ee.co.uk/passes We may at any time change the range of Smart Benefits available, the content of Smart Benefits or the minimum length of time each must be active for. We will try to notify active users of the affected Smart Benefit if we do this but are not obliged to. Each Smart Benefit may take up to 24 hours to activate. Third party subscriptions may be required.

#### **Upgrade Anytime**

Smart Plans customers who have purchased directly from EE can upgrade anytime so long as you have had your plan for at least 14 days and are up to date with all your payments. You'll have to pass a credit check and your new plan must be of the same or higher value. You may have to pay an early upgrade fee and we'll tell you this before you upgrade. Your old device must be returned in full working order, be able to power up, with any security features such as Find My iPhone disabled, otherwise damaged/missing device charge may apply, see ee.co.uk/upgrade anytime for charges. Your device cannot be returned so ensure all contacts and data have been backed up before sending it to us.

#### **Reserve Data**

If you have a Smart Plan with a capped data allowance (i.e. not an unlimited data plan) once you have used up your monthly data allowance you will be able to use Reserve Data in the UK and EU. You will still be able to access the internet to do the essentials, but we will keep you connected at a capped speed of 2Mbps. You will regain access to our fastest speeds upon any of the following:

- renewal of your monthly plan allowance;
- · by buying one of our data add-ons; or
- if you are gifted data by someone else in your family account.

Once the data add-on or gifted data runs out, you will be able to use Reserve Data again.



## **PLAN PRICE GUIDE**

For new and upgrading customers from 2<sup>nd</sup> September 2020. This is the Plan Price Guide referred to in your full pay monthly agreement with us. This Plan Price Guide forms part of your agreement with us.

The monthly price shown, add-ons and all out of bundle charges will increase on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%. See ee.co.uk/increase for details. Please note the cost of other services you take from us may increase or decrease while you're an EE customer..

The prices below are a range, check your order confirmation for your monthly plan price as at the start of your plan.

Plan Type	Essential Plan								
Data Allowance	500MB	1GB	4GB	10GB	20GB	40GB	100GB	Unlimited	
Price available	£15-£31	£17-£49	£21-£113	£25-£117	£25-£117	£29-£121	£33-£125	£51-£141	
Allowance	500MB data in the UK. Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU¹.	1GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹.	4GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹.	10GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹.	20GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU1.	40GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU1.	100GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹ (fair usage policy applies as set out in the Plan Terms above).	Unlimited data, minutes and texts in the UK. Plus use your minutes texts and data when roaming in the EU1 (air usage policy applies as set out in the Plan Terms above).	

Plan Type	Smart Plan							
Data Allowance	4GB	10GB	20GB	40GB	100GB	Unlimited		
Price available	£26-£58	£30-£122	£30-£122	£34-£126	£54-£130	£59-£135		
Allowance	4GB data in the UK. Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU¹. Smart Benefits. Reserve Data.	10GB data in the UK. Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU¹. Smart Benefits. Reserve Data.	20GB data in the UK. Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU¹. Smart Benefits. Reserve Data.	40GB data in the UK. Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU¹. Smart Benefits. Reserve Data.	100GB data in the UK. Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU¹ (fair usage policy applies as set out in the Plan Terms above). Smart Benefits. Reserve Data.	Unlimited data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹ (fair usage policy applies as set out in the Plan Terms above).  Smart Benefits.  Reserve Data.		

Plan Type	Smart iPhone Plan							
Data Allowance	4GB	10GB	20GB	40GB	100GB	Unlimited	Full Works plan on iPhone	
Price available	£26-£60	£32-£124	£32-£124	£36-£128	£42-£132	£49-£137	£51-£141	
Allowance	4GB data in the UK.  Unlimited minutes and texts in the UK. Plus use your minutes, texts and data when roaming in the EU'.  1 Smart Benefit. Reserve Data.	10GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹.  1 Smart Benefit.  Reserve Data.	20GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹.  1 Smart Benefit.  Reserve Data.	40GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU¹.  1 Smart Benefit.  Reserve Data.	100GB data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU' (fair usage policy applies as set out in the Plan Terms above).  1 Smart Benefit.  Reserve Data.	Unlimited data in the UK.  Unlimited minutes and texts in the UK.  Plus use your minutes, texts and data when roaming in the EU' (fair usage policy applies as set out in the Plan Terms above).  1 Smart Benefit Reserve Data.	Unlimited data in the UK.  Unlimited minutes and texts in the UK .Plus use your minutes, texts and data when roaming in the EU¹ (fair usage policy applies as set out in the Plan Terms above).  3 Smart Benefits.  Reserve Data.	



Included in Allowances						
Service Type	Essential Plans	Smart Plan (4G & 5G)	Smart iPhone Plan	Cost of Calls or Services Made Outside of Allowances (incl. VAT) <sup>5</sup>		
Calls to UK mobile numbers	<b>V</b>	V	<b>V</b>	67p per minute <sup>2</sup>		
Calls to certain MVNO numbers <sup>3</sup>	X	X	X	67p per minute <sup>2</sup>		
Calls to landlines (numbers starting with 01, 02, or 03 excluding Jersey, Guernsey and Isle of Man)	V	V	V	67p per minute <sup>2</sup>		
Calls to Freephone (080) & (116) <sup>4,5</sup>	×	×	×	Free		
Calls to 08 & 09 numbers	×	×	×	Access Charge of 67p per minute plus a Service Charge <sup>9</sup>		
Calls to 084 and 087 numbers	X	X	X	Access Charge of 67p per minute plus a Service Charge <sup>9</sup>		
Calls to numbers starting in 0500	X	×	X	20p per minute <sup>2</sup>		
Calls to retrieve voicemail	V	V	V	67p per minute <sup>2</sup>		
Text messages to UK mobile numbers <sup>5</sup>	<b>V</b>	~	~	16p per message		
Text messages to certain MVNO numbers <sup>3,5</sup>	X	×	×	16p per message		
Picture messages	X	X	X	67p per MMS		
Calls to Customer Services (During Normal working hours)	V	V	V	Free		
Calls to Customer Services (During Extended Working Hours) <sup>6</sup>	V	V	V	50p per call <sup>2</sup>		
Calls divert <sup>7</sup>	V	V	<b>✓</b>	Standard Call Rates Apply		
Calls & texts to UK mobiles and landlines when roaming in one of countries listed below <sup>1,8</sup>	V	V	V	67p per minute <sup>2</sup> 16p per SMS		

Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City

Calls and texts to mobiles and landlines				
within the countries listed below when	✓	✓	✓	Standard Call Rates Apply
roaming in those countries <sup>1,8</sup>				otaniaana can nates rippiy

Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City

- 1. Inclusive calls and texts in certain destinations as listed in the table above.
- 2. A one minute minimum call charge applies. Thereafter calls are charged on a per minute basis.
- 3. Calls & text messages to certain MVNO and call forwarding services are not included in your allowance. A pre call announcement may be heard prior to call connection. See 'points to note' for more information.
- 4. Calls to some charity helplines (e.g. Childline) are free to call and will not be deducted from your allowance. For a full list please visit the 'help' section of our website, ee.co.uk.
- 5. Applies to messages sent from your phone or via the EE website, ee.co.uk.
- 6. Call charges vary depending on the time of your call as well as other optional selections that you may choose. You will be notified of call costs and have the option to end the call at that point without incurring any charge. Please see our 'Non-Standard Service' brochure for further details and for definitions of our "normal working hours" and "extended working hours.
- 7. Call divert is included in your allowance where the diverted to a number which would have ordinarily been included in your allowance. Standard call rates apply to outside of allowance calls.
- 8. Fair usage applies abroad. See plan terms above.
  - VoIP and using your phone as a modem or 'tethering' use will be deducted from your inclusive data allowance.
- 9. This price will not increase each year by the Consumer Price Index rate of inflation published in January plus 3.9%. The price may increase from time to time.



# Points to note

#### General

• A text message consists of up to 160 characters. If you send a longer message, to a number excluded from your allowance, you will be charged for two or more text messages as appropriate

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- You can get an estimate of your out of allowance usage by calling 150 or by visiting MyEE. If there is a difference between the account services estimates and the amount shown on the bill, the latter takes precedence
- Charging starts when a call is answered by a person or an answering device
- Diverted calls are charged at the standard landline rate, or if appropriate, the relevant mobile or special number rate.

  Diverted calls are not included in your inclusive allowance
- On the bill, for pay monthly customers the charge for each call is rounded to the nearest tenth of a penny. The total of each of
  the sub- categories of 'call charges' and 'other usage charges' will be rounded to the nearest penny on the bill, then added together
  before VAT is added to this final figure. All chargeable calls will be subject to a 1 minute minimum charge unless otherwise stated
- When you join an EE pay monthly plan, you should be sent your first bill within two weeks of becoming a customer. Your first months charge will be proportionate to the number of days from your date of joining to the end date of your bill
- Total amounts on your bill are rounded to two decimal places, so the value may be a penny higher or lower.

#### **How Your Services Are Charged - Data**

What do you mean by data usage?

We measure how much data you use in kilobytes (KB). Data is based on the following units:

- 1024 bytes = 1 Kilobyte (KB) (equivalent to reading 2/3 paragraphs of text)
- 1024 KB = 1 Megabyte (MB) (equivalent to about one hour of instant messaging)
- 1024 MB = 1 Gigabyte (GB) (equivalent to about five hours of watching YouTube)

We send data across our network in packets no bigger than 1.5KB. A packet is just a unit of data.

Data usage is all the data that's been sent or received. Upstream is where data is transferred from your device to the internet (uploading). Whereas downstream is from the internet to your device (downloading).

We calculate your data usage based on the amount of data that travels over our network both upstream and downstream, which may be different from the data your device consumes.

Your data usage will also include additional data packets which control the flow of data over the network and may also include data packets which have to be re-sent over the network, for example if you're in an area with poor coverage and your connection drops off.

When content providers state the file size of their content, it may take up a little bit more of your data to download that file. This is because of encryption and addressing data which can be up to 10 per cent of the total file size. For instance, if an image is said to be 100MB, it may take up to 110MB of data to download that file to your device.

