



# TERMS AND CONDITIONS FOR SIM ONLY PLANS ON EE 12 MONTH AND 30 DAY PLANS

---

Available from 4<sup>th</sup> November 2016

Version 1.0

Updated on 19th August 2019

To be eligible to join a SIM only plan on EE, you will need to pass our standard credit checks.

## MINIMUM TERM

Minimum Term:

- If you choose a 12 month plan, you'll have to promise to stay with us for 12 months.
- If you choose a 30 day plan, you'll have to promise to stay with us for 30 days.

## USE OF SERVICES

All services are for use in the UK only, unless specified otherwise.

Your monthly payment includes using mobile internet on your phone for checking voicemail and unlimited minutes and texts to customers of UK mobile networks and UK landlines starting with 01, 02 & 03. Calls to 0800, 0808 and 116 numbers are free and will not use up your minutes allowance. Your inclusive minutes and texts do not include 01, 02 & 03 landline numbers in Jersey, Guernsey and the Isle of Man and numbers starting with 08. 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 of 65p (54,17 excluding VAT) per minute;
- 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 <https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers>.

These 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. We'll decide that you're breaking these terms if you text and 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.

Any RPI increase in 2016 will not apply to any plans signed up to from 10 February 2016. All plans will be subject to any RPI increase in 2017.

## DATA ALLOWANCE

Each mobile internet option gives you a data allowance to use each month. We'll let you know by text message when your data is running low (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') or to use your phone as a modem ('tethering').

Remember, you can use mobile internet on your phone for peer to peer file sharing but your speed will be slower than usual as we monitor our network to protect it for all customers. Please see the network management policies on our website for more information. We won't charge you any more if you reach your monthly data allowance, but you won't be able to use mobile internet. To continue to use mobile internet after you've used up your current month's data allowance, you'll need to buy one of our data add-ons which will allow you to use mobile internet until your next bill date.

## 4GEE SPEEDS

Essential EE Plans give you access to speeds of up to 20Mbps. 4GEE Plans give you access to 4G speeds of up to 60Mbps and 4GEE Max Plans give you uncapped speeds (up to 90Mbps are available in select areas of London) You can only use mobile internet or make calls on our 4G network if you are within a 4G enabled area and in range of a 4G base station. You'll need a 4G compatible phone to make and receive calls over our 4G network. Roaming is not available with 4G calling. 4G is currently only available in select areas of the UK. Your 4G phone may not be compatible with other UK 4G networks or 4G networks outside the UK. You can check you 3G and 4G coverage at [ee.co.uk/coverage](http://ee.co.uk/coverage).

## ROAMING (4GEE and 4GEE Max plans only)

Inclusive roaming benefits are available to UK based customers only.

You may be required to pay a refundable deposit for roaming benefits. The deposit will be credited back to your account when you have established a good payment history with us. If you choose not to pay the deposit, the roaming benefits on your plan will not be available until you have established a good payment history with us. Payment of the full outstanding balance on your account by the due date advised on your bill for consecutive months will accelerate this.

Inclusive roaming benefits include making and receiving calls and texts to and from mobiles and landlines whilst you are in a country included in our Europe Zone. Our Europe Zone presently includes: Austria, Azores, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Canary Islands, 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, San Marino, Saint Martin, Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.

\* Note Turkey (you may wish to 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.

For example:

- calls and text within France are included;
- calls and texts from France to the UK are included; and
- calls and texts from France to Germany because both are included countries

Allowances do not include calls to:

- calls or texts to any international mobile, landline or premium rate numbers whilst in the UK. Any such calls will be charged at your normal plan rate;
- making/receiving calls and/or texts or using data whilst roaming on a satellite network (access to such networks from your normal phone are offered on some aeroplanes and ships whilst in flight or away from land);and
- making/receiving calls and/or texts whilst in an included country to a non-included country (see above for full list of included countries). For example calls and texts to and from France to Afghanistan are not included within your allowance.

If your domestic data allowance is greater than 15GB, a fair usage policy of 15GB whilst roaming in our Europe Zone will apply (i.e. you can use up to 15GB 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 Zone.

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 £0.0060

Note whilst the charge displayed above is per MB, EE charge on a per KB basis (i.e. 1KB = £0.0000060 or 0.00060p).

Whether you have a FUP and subject to the above surcharges after exhausting your fair use amount, or you have a domestic allowance of 15Gb 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 Monthly Plan Terms And Price Guide](#).

So, for example, if your data allowance is 25GB you can use a maximum of 15GB when roaming:

Scenario 1	Scenario 2	Scenario 3
You've used 8GB in the UK before going abroad	You've used 8GB in the UK before going abroad	You've used 15GB in the UK before going abroad
You use the maximum 15GB outside the UK	You use 5GB while roaming, out of a maximum 15GB	You'll have 10GB maximum to use outside the UK
After you have used 15GB data outside the UK, surcharges will apply for you to keep using data	You'll have 12GB left to use in the UK when you come back	After you have used the remaining 10GB of your allowance you will need to buy a data add-on to use more data whether you are in the EU or the UK. If you use more than 5GB of the data from the add-on while in the EU, surcharges will apply for you to keep using data.
You'll have 2GB left to use in the UK when you come back		

## 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 FUP policy, please get in touch with us using your preferred contact method at our [Ways to Complain](#) page. Please see our [Complaint Code of Practice](#) for full details of our complaints procedure.

## BT SPORT APP (Free Access on 4GEE Max plans only)

To use the App you'll need a compatible mobile phone containing an EE SIM card. The App is for personal, non-commercial use only. You must download and use the App on a device that uses the latest IOS, Android or Windows operating systems. The App provides you with inclusive access to sport and other related content (the "Content") Before using the App, you must ensure that you or your household has a TV licence. You must not attempt to view, whether directly or indirectly, the Content on digital media players. For example, televisions, computers or any other portable equipment capable of receiving or transmitting television broadcasts. If you use 4GEE when using or streaming Content from the App, your Price Plan's inclusive data allowance will decrement. Your data allowances will also decrement when downloading the App, although it is currently free to download from GooglePlay, the Windows Store or the Apple App Store.

Before downloading the App you must visit [www.bt.com/eesport](http://www.bt.com/eesport) to register for a unique BT ID that will enable you to access the App and its Content. When registering, you must provide BT with some personal information, such as Your EE customer telephone number and email address. The information you supply when creating a BT Sport account will be processed in accordance with BT's privacy policy. Visit [www.bt.com/privacy](http://www.bt.com/privacy) for more information. There may be times when we have to share information about you with BT and vice versa. This will happen in limited circumstances that relate to the administration of your BT Sport account and to prevent fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy).

The Content provided via the App is intended to cover a wide range of sporting interests. BT may choose to add or remove Content from time to time and it cannot guarantee the availability of any particular programmes, sporting events or channels. If you commit a material breach of BT's terms and conditions, we will be informed by BT and the Additional Service will be suspended or the BT Sport App removed from your Account. If this happens, we will not be responsible for providing you with a substitute service or for any other losses you may incur as a result. We may also suspend access to or terminate your contract for the Additional Service if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile network services (visit [ee.co.uk/terms](http://ee.co.uk/terms) to read the latest version of our terms and conditions). Other terms apply, see [ee.co.uk/btsportaddonterms](http://ee.co.uk/btsportaddonterms).

## UPGRADES

### Upgrades (12 month plans):

- Existing EE, Orange or T-Mobile customers who have moved to a 12 month SIM only plan from a handset plan can move back to a handset plan at any time during their 12 month contract.
- Existing EE, Orange or T-Mobile customers who have moved from a PAYG plan need to stay on their 12 month SIM only plan for 6 months before they can move to a handset plan.
- New customers (not previously with EE, Orange or T-Mobile) also need to stay on their 12 month SIM only plan for 6 months before they can move to a handset plan.
- A fee to upgrade before the end of the 12 month minimum term may apply.
- SIM Access customers will need to have been on their plan for 10 months before they can move to a handset plan, this will be dependent on payment history.

### Upgrades (30 day plans):

- If you choose a 30 day plan and you decide to upgrade or cancel your contract, you'll have to give 30 days' notice to us by phone.

## SIM ACCESS

These terms are in addition to our standard SIM plan terms where applicable and are subject to the restrictions outlined below. Offered at our discretion to those customers unable to obtain a standard SIM plan due to not passing the credit check. 12 month minimum term. All services for use in the UK only, unless specified otherwise. No deposit required. Not compatible with sharer plans. Not eligible for multi-line discount, roaming, premium or international calls.

MINUTES & TEXTS: UK to UK mobiles & landlines starting with 01, 02 and 03 (excluding Jersey, Guernsey and the Isle of Man). Out of allowance calls to these numbers cost 55p/min. General: Calls to 084, 087, 09 & 118 numbers are not included; you'll be charged EE's Access Charge of 55p/min plus the applicable service charge. See the EE Price Guide for a detailed list of service charges. If you call a 070 you'll be charged up to 75p/min. See [ee.co.uk](http://ee.co.uk) for our Price Guide & more info. Once you use up your data, you'll be required to buy a data add-on to continue using your device for that purpose. The credit limit is £30 which may be increased at our discretion from time to time. Once the credit limit is reached the service will be suspended. Once the balance is cleared the service is restored. Some charges may not be recorded against your account immediately so the charges could exceed your credit limit before your account is suspended.