



# EE Home Network Terms

**Version 02**

**Date 24<sup>th</sup> October 2017**

## Terms and Conditions.

The legal terms You need to know about Your fixed line telephone and internet service. Version 02 dated 24<sup>th</sup> October 2017.

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 due to reasons associated with wholesale supplier processes, technical limitations in fixed networks and physical/geographical limitations. You should check whether you live in a Service Availability Area on Our Website before buying the Services. 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 point 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 Price Plan Charge. You can find details of Your Price Plan Charge, Charges for Additional Services and all other Charges in Our Price Guide which can be found on Our Website.

### 3. Renewals.

We want Our customers to stay with Us, but we don't have to provide You with a Renewal. If You accept a Renewal then a new Minimum Term will be agreed with You and you will have to pay the Price Plan Charge for the rest of the new Minimum Term (see point 2.10 of these terms and conditions.)

### 4. Changing the Terms and Charges.

We may change these terms and conditions or the Services or Equipment. If We do, We'll give you Written Notice when We can before the change takes effect (see point 2.15 of the terms and conditions). You agree that We can make these changes without obtaining Your express consent to vary the Agreement providing we comply with the procedure in point 2.15. We may also increase or decrease Our Charges. Some Charges increases may give You the right to leave the Agreement without paying a Cancellation Charge (see point 9.4 of the terms and conditions).

### 5. Ending the Agreement.

You can call Us and give 14 days' notice to end the Agreement. If You are moving to another provider, some providers will notify us that You are leaving Us and Your Agreement will end on the date Your services transfer to the other provider. Unless we tell You otherwise, You will have to pay a charge for ending the Agreement early (before the end of the Minimum Term) which We call the Cancellation Charge. The Cancellation Charge is the total of the Price Plan Charges for the remainder of the Minimum Term, less any discount You are entitled to (see points 9.1 to 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 4.16 and 7 of the terms and conditions.)

### 7. Equipment.

We remain the legal owner of any Equipment we provide to enable You to access the Services. You will always be required to return any Equipment received once this Agreement ends or is cancelled for any reason and may have to cover the cost of the return (see points 2.3 to 2.7, and 3.8 of the terms and conditions).

### 8. Billing.

We will make a bill available to You each month. This will be provided you to 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.)

## 9. 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 2.14 of the terms and conditions.)

## 10. 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.)

## 11. Your Information.

You and anyone who you buy the Equipment for agree that We, our Group Companies and Our service providers can use information about You including information about Your use of Our Network, Services and related products and the Address to tell You about Our products and services and third party products and services that may be of interest to You. You can ask us to stop sending You direct marketing at any time (see point 11.4 of the terms and conditions). Please refer to Our privacy policy on Our Website for full details on how We process your personal information.

## 12. 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, whose details can be found on Our Website.

## 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;

**"Additional Service"** means an optional or extra Service not part of Your Price Plan, including but not limited to, premium rate services, additional products and services added to Your Price Plan, Content, directory enquiry services and international services and/or third party services, and the charges for a Service once any Allowance is used up. You can find a full list and the applicable terms and charges 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 comprised of Units which may be provided as part of Your Price Plan or as part of any Additional Service;

**"Broadband Service"** means the internet access We provide You with through either a standard 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 Price Plan 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; any New Fibre Connection 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 an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession;

**“Content”** means apps and/or other digital services We offer whether textual, visual, audio or otherwise, appearing on or available through the internet and/or Services;

**“Customer Support”** means Our customer support team which you can contact for free from Your Phone Service, see our Website for contact details;

**“Disconnect”** or **“Disconnection”** means Us stopping Your access to the Services;

**“EE Group”** means EE Limited Group (which includes EE Limited), its subsidiaries (as defined in the Companies Act 2006) and any parent undertakings (as defined in the Companies Act 2006);

**“TV Services”** means the ‘EE TV’ or other television services available through Our apps and set-top box to enable You to view free to air channels, digital content (including without limitation film, music and television programming) and use any functionality available through the set-top box;

**"Equipment"** means the high-speed wireless router device that We provide to You for Broadband Services and which allows You to access the Network, and/or a set-top box provided to You to access TV Services;

**“Fibre Connection”** means the fibre optic connection over which You receive the fibre Services and which is necessary to receive fibre Broadband Services, including any New Fibre Connection We may install (see definition below);

**“GSM Gateway”** means a device which uses one or more SIM cards and allows the Services to route or re-route to or from a fixed line telephone through a wireless link onto a mobile 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;

**"Minimum Term"** means the minimum amount of time for which You agree to pay Us the Price Plan Charge;

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

**“New Fibre Connection”** means the installation of a new fibre connection to receive fibre Broadband Services;

**“New Fibre Connection Charge”** means a Charge for Us arranging the installation of a New Fibre Connection;

**"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”** means 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 minutes of calls You can make and data You can use) in exchange for the Monthly Charge, as detailed in Your Price Guide;

**"Price Plan Charge"** means the charge for Your Price Plan which comprises the Line Rental Charge and the Monthly Charge for the Price Plan;

**"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 which 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 for a 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);

**"Service(s)"** means a service provided to You by Us as part of your Price Plan which will include all or any of the following services as may be applicable to You: Broadband Services, Phone Services, access to the TV 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"** means 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 let You know by Written Notice that this Agreement begins, which will be when We have accepted Your request for the Services;

**"Suspend" or "Suspension"** means Us temporarily stopping Your access to the Services;

**"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;

**"Unit"** means a voice Unit or data Unit. On use, each voice Unit may be automatically converted to one minute of a phone call and each data Unit may be automatically converted to one Kilobyte;

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

**'Virus'** means any manipulating program which modifies other programs and/or replicates itself;

**"We", "Our" and "Us"** means EE Limited, a company registered in England and Wales (company number 02382161); whose registered office is Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW (or any organisation that may succeed it as the assignee of this Agreement). This registered address may change from time to time. Details of our registered address can be found on Our Website;

**"Website"** means Our website at [www.ee.co.uk](http://www.ee.co.uk);

**"Written Notice"** means sending You either (1) 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) an electronic message to the mobile phone number You've provided with Your Registration Details which may contain a cross reference to Our Website for further information; or (3) a letter to the billing address You provided with Your Registration Details. Where We notify You of a change by Written Notice, 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. For changes to Content accessed through Our apps or other internet-based platforms, unless We send You anything, We'll give notice by stating clearly on the app or internet-based platform what change will be made to the Content available there; and

**"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 points 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 the Activation Date. If You join through a distance sales channel (such as through telesales or online), You are also entitled to a cooling off period. This will start from the day after the Activation Date and will end 14 days later. If You choose to exercise Your right to cancel within the 14 days, please remember You are responsible for the cost of returning the Equipment to us. We will refund You any amounts You have already paid for the Equipment. We may make a deduction from Your refund for the loss in any value of the Equipment where that loss is caused by any unnecessary handling by You. This could include unnecessary use of the router and/or the set-top box with Your TV. You may be charged the Plan Price Charge and charges for Additional Services during the time You had the Equipment and/or use of the Price Plan. These charges will be calculated on a pro-rata basis.
- 2.4. The Minimum Term starts on the Activation Date. Any cancellation after the timeframes set out in point 2.3, and before the end of the Minimum Term, will incur the Cancellation Charge (except as set out in points 2.6 and 9.4).
- 2.5. At the end of the Minimum Term this Agreement will continue until terminated.
- 2.6. 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 any New Fibre Connection 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.
- 2.7. 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 or New Fibre Connection, We may charge You (or if already paid, not to refund You) the New Line Charge or New Fibre Connection Charge, or part of it, where We have reasonably incurred costs relating to the New Line or New Fibre Connection, 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 2.6 above.
- 2.8. 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 and if applicable, TV Services:
  - 2.8.1. if an engineer is required, on the date of the engineer visit as agreed with You; or
  - 2.8.2. if no engineer is required, on a date notified to You when You request the Services.
- 2.9. There may be unexpected delays in Your Activation Date due to factors over which We have no control, for example, where inclement weather renders it hazardous to the health and safety of an engineer to attend a scheduled appointment. In a situation where the delay is a matter beyond Our reasonable control and where We've acted with the reasonable skill and care of a competent telecommunications provider, You will not be entitled to a discount, as described at point 4.3 below, except where the delay causes You significant inconvenience.
- 2.10. If You are Renewing, 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 Your new service has been activated. We don't have to provide You with a Renewal and We don't have to allow You to change Price Plan.
- 2.11. You may need a New Line to receive the Services and to pay the New Line Charge. You may need a New Fibre Connection to receive fibre Broadband Services and will need to pay a New Fibre Connection Charge. We will tell You before the Start Date if you need a New Line or New Fibre Connection and what the Charge for this is.
- 2.12. 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 for example Phone Services which have their own Minimum Term and Plan

Terms. So, the Minimum Term for all Your Services might not be the same. You cannot have more than one Broadband Service at the Address.

- 2.13. 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 or New Fibre Connection 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 and/or the New Fibre Connection Charge. We will get your express consent before we do this. Please see Our Price Guide for all moving administration and set-up costs.
- 2.14. We may set and change credit limits for all Charges. We can Suspend Your access to the Services if Your limit is exceeded, but note that charges are not capped at any limit.
- 2.15. **Changes to Our Agreement**
- 2.15.1. We will make a copy of Our current version of these terms and conditions available on Our Website. We can change the terms of this Agreement. For instance if We want all customers on the same conditions; it is necessary to make administrative changes to Our registered name, address or contact details; or where any (or any part of) the Services, Content or Equipment is withdrawn or changed by Us or third party providers. We will tell You about the change beforehand, explained as follows:
- 2.15.1.1. if the change of terms and conditions is not 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 automatically apply to You once that notice has run out;
- 2.15.1.2. if 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 9.4.3; or
- 2.15.1.3. 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.
- 2.15.2. You acknowledge that, as set out in point 4.12, We are not responsible for the Content supplied by third parties that is made available to You as part of the TV Service, and that changes to such third party Content will be made by the third party supplier, and will not give You the right to terminate this Agreement.

### 3. Installation

- 3.1. To receive the Services the Address needs to be within the Service Availability Area.
- 3.2. We will arrange for an engineer to visit Your Address if:
- 3.2.1. You need a New Line to receive the Phone Services; and/or
- 3.2.2. We have agreed for an engineer to visit the Address to service Your Broadband Service or TV Services as detailed in the EE Broadband and TV Service Engineer Visit Terms. These terms are available on Our Website and will apply to such service visits.
- 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. 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. We may charge You for an engineer visit as set out in the Price Guide if:
- 3.4.1. You cancel the visit for a New Line installation and don't give Us at least 48 hours' notice;
- 3.4.2. You haven't made arrangements for Our engineer to access the Address;
- 3.4.3. We can't install the Services because You haven't obtained the necessary consents; or
- 3.4.4. the engineer has to perform additional and unexpected services to set up the Services or supply additional equipment. We'll explain what is needed and the cost of performing those services or obtaining additional equipment before carrying out the work.  
We'll apply additional engineer charges to your next bill.
- 3.5. 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.
- 3.6. When fibre is being installed, We will need to disconnect Your Phone Service. During this time, You will not be able to make (including emergency services) or receive any calls.

### Equipment

- 3.7. You will need to supply the following equipment Yourself for use with the Services:

- 3.7.1. for Broadband Services and some services provided as part of TV Service, Your own compatible device such as a computer or any other device capable of receiving the relevant Broadband Service or TV Service (such as a television with an HDMI or Scart socket, a roof top TV aerial); and
- 3.7.2. for Phone Services, Your own suitable telephone.
- 3.8. We will deliver the Equipment to Your Address. We will remain the legal owner of the Equipment at all times, and the Equipment must be returned to Us once this Agreement ends. You may have to cover the cost of returning the Equipment. If You fail to return the Equipment, we may charge You the cost of the Equipment as set out in the Price Guide. You must:
  - 3.8.1. follow any instructions, safety and security procedures applicable to the Equipment, including as may be set out in the Plan Terms; and
  - 3.8.2. inspect the Equipment immediately and telephone Customer Support within 14 days of delivery to report any damage, faults or missing items.
- 3.9. From time to time, We may change or replace the Equipment, in which case You may be required to return the original Equipment to Us and if You fail to do so We may charge You the cost of the Equipment as set out in the Price Guide.
- 3.10. Please contact Customer Support for any queries or technical support relating to your Broadband Service.
- 3.11. Provided You followed the operating instructions and didn't cause the fault, We will either repair or replace faulty Equipment.

#### **Changing Provider**

- 3.12. If when You request the Services, You are already receiving a landline or broadband service from another provider, You authorise Us to arrange for the transfer to Us of the Line from BT or Your existing network operator.
- 3.13. If You want to switch to another provider, the notice You need to give Us will depend on which network Your Services are currently being provided on, and whether or not Your new provider can provide services on your existing Line. See points 9.1.2 and 9.1.3 below. Our Website has more details on the process for switching to other providers.

#### **4. Our Services**

- 4.1. We will always try and provide You with the Services, using the reasonable skill and care that would be expected of a competent communications provider, 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; or
  - 4.1.3. things like the weather.
- 4.2. We will try to repair any failures in the Services. 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 was caused by something You did.
- 4.3. We would pro-rate Your monthly Price Plan Charge by up to 100% where there is a severe disruption to the Services due to Our failure to perform the Services in accordance with this Agreement and this impacts Your usage of the Services.

#### **Broadband Service**

- 4.4. The Broadband Service gives You the ability when Using a compatible device and the Equipment to access the internet at the estimated Transmission Speed.
- 4.5. 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:
  - 4.5.1. depending on Your geographic area and the location of Your exchange; or
  - 4.5.2. if You have fibre Broadband Services.
- 4.6. 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**

- 4.7. As part of the Phone Service We will transfer Your existing telephone line to Our Network where possible if You are transferring the service from an existing provider. You can also take Your telephone number to another network operator when You leave Our Network. Please see Our Website for more information on transferring Your telephone number.
- 4.8. You do not own the telephone number used for the Phone Service, it is licensed to Us by Ofcom. 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.

- 4.9. You can use the Phone Service to contact the emergency services for free by calling 999 or 112. Your location information will be provided to the emergency services. The location used will be the address that You have registered with Us..

#### TV Service

- 4.10. You will only get the TV Service if You join a Price Plan that includes it. The TV Service is provided for Your private and domestic use in the UK only. It must not be used for any commercial purposes.
- 4.11. We are responsible for providing You with the advertised functionality of the apps provided as part of the TV Service at the Start Date. Subject to point 2.15, from time to time this functionality may be temporarily unavailable, amended or withdrawn.
- 4.12. We are not responsible for any Content You access through the TV Services. All such Content (including the linear television channels, linear to on-demand, on-demand and short term Content subscriptions) and Equipment, is supplied by third parties in accordance with any terms they may specify. Such third parties can withdraw or amend their own services at any time and may not provide You with advance warning.
- 4.13. We can impose viewing restrictions, amend programming content and functionality where appropriate, for example if an urgent change is required for security reasons, or due to a request or demand or threat of action from a regulatory authority or other third party, or for any other reason which is beyond Our control. In such circumstances, We will give You as much notice as We consider practical.
- 4.14. We will not be responsible to You for Content accessed using TV Services or Equipment functionality that:
- 4.14.1. is disrupted or becomes temporarily unavailable as a result of atmospheric conditions;
  - 4.14.2. is not compatible with certain devices or software updates render the content or functionality incompatible
- 4.15. We reserve the right to update or alter the platforms used to deliver the TV Service.

#### The Services Generally

- 4.16. The Services are made available to You provided that You also comply with the following conditions, which are a fundamental part of this Agreement:
- 4.16.1. the Services, are not used for anything unlawful, immoral or improper, whether You're acting alone or in collusion with anyone else;
  - 4.16.2. whether You're acting alone or in collusion with anyone else, You are not permitted to use the Services, whether manually or automatically, for any direct financial gain, revenue share or benefit in kind, including where Your financial gain has derived from the termination charge payable by Us for calls on Our own Network;
  - 4.16.3. the Services are not used to make offensive or nuisance communications in whatever form;
  - 4.16.4. 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;
  - 4.16.5. You do not send or facilitate the sending of any unsolicited advertising or promotional material;
  - 4.16.6. You give Us all information We reasonably ask of You;
  - 4.16.7. all reasonable instructions We give You are followed;
  - 4.16.8. You must not allow anyone else (other than someone authorised by Us) to add to, modify or in any way interfere with the Equipment;
  - 4.16.9. the Services are not used otherwise than in accordance with Our and other networks' policies for acceptable use, including relevant internet standards;
  - 4.16.10. 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;
  - 4.16.11. You comply with any Plan Terms applicable to Your Price Plan;
  - 4.16.12. You must not sell or attempt to sell Our Network or the Services to any third party without Our express prior written consent;
  - 4.16.13. Unless provided by Us or You have obtained prior written consent from Us for its use, You must not operate, whether directly or through a third party, any device to route or re-route voice, data or other services on, from or to the Network, including but not limited to:
    - 4.16.13.1. a GSM Gateway, commonly known as a 'SIM box',
    - 4.16.13.2. a device used to forward or divert services with the intention of reducing Your charges for that call, or
    - 4.16.13.3. illegal repeaters (a device to boost coverage which is unlicensed);
  - 4.16.14. You, or anyone who uses the Services, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;
  - 4.16.15. 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;
  - 4.16.16. You must give Us any deposit or extra deposit that We ask for;

- 4.16.17. You comply with any requirement of Ours to set up an online account for billing purposes;
- 4.16.18. 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; and
- 4.16.19. by using the Services You consent to Us copying and/or modifying images or information You have created where such copying and/or modification is carried out for the purposes of transmission. This also applies where You use our apps or internet-based platforms.

## 5. Charges

- 5.1. 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 We'll take payment by Direct Debit. You must pay Your bill by the date set out on it, whether or not Your Allowance is consumed by You or by another person, with or without Your permission. Remember, our contract under this Agreement is with You, and not with other people who may live or work at the Address. If You haven't used all of the Allowance by the time We bill You, it will expire and Your Allowance will then start again on each monthly bill date. On Your bill, We may include the "per Unit" cost for Your Allowance to help You understand the value You're getting from Your Price Plan. Additional Services may be charged in arrears or in advance, as set out in Our Price Guide. Other Charges are for the month just passed and any earlier time if not previously charged for.
- 5.2. The Price Plan Charge will apply from the date the Broadband Service is activated on the Line. You will need to pay the Charges in accordance with the Price Guide.
- 5.3. Any recurring discount on a Price Plan Charge or an Additional Charge We give you will end on the earlier of one of the following events:
  - 5.3.1. when the period for which the discount was advertised comes to an end (e.g. a discount for the first 6 months of Your Price Plan only); or
  - 5.3.2. when Your Minimum Term comes to an end; or
  - 5.3.3. when We provide You with a Renewal; or
  - 5.3.4. where You have a Price Plan Charge discount because You have another agreement with Us, for example a pay monthly mobile agreement, then You terminate either this Agreement or the agreement for that other service .
- 5.4. 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.
- 5.5. If the payment fails or is late, We will 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 5.6.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from You.
- 5.6. 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 and/or Disconnect 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:
  - 5.6.1. You have a genuine dispute with Us; and
  - 5.6.2. 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. Your right to withhold payment will end once We revert back to You with a response, which will be reasonable and take into account all relevant law, regulation and circumstances. You may have the right to take Your complaint to the Ombudsman Services dispute resolution scheme.
- 5.7. Our rights set out in here are in addition to any other legal rights We may have against You.
- 5.8. 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 7.9).
- 5.9. You are responsible for all Charges applied to Your Account, including all call charges made from the Phone Service.
- 5.10. 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.
- 5.11. 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 5.6.2 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.
- 5.12. 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 4.6. These Charges are also set out in the Price Guide.

- 5.13. 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 or CIFAS (the UK's fraud prevention service). 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 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 £10,000 for all incidents under this Agreement.
- 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, if 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, Disconnect or terminate the Services**

- 7.1. We may Suspend 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; or
- 7.1.2. Your credit limit is exceeded, see (see point 2.14); or
- 7.1.3. We reasonably believe there is fraudulent use of a payment card in relation to Your Account.
- 7.2. We may Suspend and/or Disconnect the Services and/or terminate the Agreement without warning if You or anyone who uses the Services do not keep to the conditions of this Agreement or any other agreement with Us or a member of the EE Group.
- 7.3. We can terminate this Agreement immediately if any of the following happen:
- 7.3.1. You break an important condition of this Agreement or a number of less important conditions;
- 7.3.2. You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to;
- 7.3.3. You cancel Your Line for any reason before the end of the Minimum Term, or the Line which You currently use that is provided by a different supplier is unable to operate normally to receive the Services;
- 7.3.4. any step is taken to make any kind of arrangement that would compromise Your liability to pay Your debts and/or if You are an individual and You are unable to pay Your debts or if any step is taken to make You bankrupt; and/or 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; or
- 7.3.5. We reasonably suspect fraudulent use of the Network and/or Services based on any and all data available to Us.
- 7.4. If We terminate this Agreement for any reason given under points 7.2 or 7.3, You must pay Us everything that You owe, including any Cancellation Charge.
- 7.5. 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 9.4.1, You won't have to pay a Cancellation Charge.
- 7.6. You are liable for all Charges during any period of Suspension or Disconnection unless we decide otherwise.
- 7.7. If your Line is Disconnected for any reason, You will automatically lose Your connection to all Services.

- 7.8. The rights that We have under this point 7 are in addition to the other rights that We have to Suspend and/or Disconnect the Services and/or terminate this Agreement as set out in this Agreement. If We reasonably Suspend or Disconnect the Services because of something You did or didn't do, and the Services are Suspended or Disconnected for more than 60 days, You may have to pass a credit check to reconnect the Services.
- 7.9. Following a period of Suspension or Disconnection, 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.

## **8. Changing Charges & Services**

- 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 also change other one-off Charges set out in Our Price Guide (such as the New Line Charge or New Fibre Connection Charge) from time to time.
- 8.6. We can increase Your Price Plan Charge, or any other Charges, if We are required to do so as a result of any new legislation, statutory instrument, government regulation or any new taxation which We need to pass on to You as a matter of law.

## **9. Your Termination Rights**

- 9.1. Subject always to point 9.2, You can terminate Your Agreement in one of the following ways:
- 9.1.1. if You want to terminate Your Agreement because you no longer require the Services and You are not switching to a new provider straight away, You must give Us at least 14 days' notice to terminate this Agreement by calling Customer Support. Your Agreement and the Services will terminate once this notice period expires, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during that period; or
- 9.1.2. if You are switching to another provider which can provide broadband services on Your existing Line, Your new provider should contact Us to let Us know that You are switching. We will treat this as notice from You that You are terminating this Agreement and Your Agreement will end on the date that the service transfer to Your new provider is completed. If Your new provider does not notify Us that You are switching, Your Agreement and the Services will continue; or
- 9.1.3. if You are switching to another provider who cannot provide services on Your existing Line, You must give Us at least 14 days' notice to terminate this Agreement by calling Customer Support. Your Agreement and the Services will terminate once this notice period expires.
- Call Us on 0800 0798586 for more information on switching to another provider.
- 9.2. If You terminate this Agreement within the Minimum Term, You will have to pay Us a Cancellation Charge. You may be entitled to a discount on Your Cancellation Charge, see our Price Guide for details.
- 9.3. You will be responsible for all Charges up to and including the date that this Agreement terminates.
- 9.4. A Cancellation Charge won't apply if You are within the Minimum Term and:
- 9.4.1. Our entitlement to operate the Network ends at any time;
- 9.4.2. 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; or
- 9.4.3. the change that We gave You Written Notice of in points 2.15.1.2 or 8.4 is of material detriment to You and You give Us notice to immediately cancel this Agreement before the change takes effect.

## **10. General**

- 10.1. 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.
- 10.2. We can monitor or record any conversations between You and Our staff for authentication, security, quality and training purposes.
- 10.3. 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.

- 10.4. 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, email address or mobile phone number 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.
- 10.5. 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).
- 10.6. 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.
- 10.7. 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 Ombudsman Services, 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.
- 10.8. Unless otherwise stated in this Agreement, any notices from You to Us must be sent by email, post or delivered by hand to Us.
- 10.9. 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.
- 10.10. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.11. 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.

## 11. Your information

- 11.1. 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.
- 11.2. 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 and which is incorporated in this Agreement by reference.
- 11.3. 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 (which may include sending You service messages by email or SMS), advertising, marketing, research, analytics, credit scoring, customer services, web use and profiling Your preferences. We will disclose Your information to Our service providers 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. By entering into the Agreement You also consent to Us Using and/or disclosing Your information, in relation to the Services, as follows:
  - 11.8.1. providing Your information to any telecommunications provider which operates the telephone access Network over which the Services are delivered; and
  - 11.8.2. 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.

- 11.9. 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.
- 11.10. 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.