



# TERMS AND CONDITIONS

Pay monthly 24 month plans from 11th Feb 2015

Updated at 20th January 2020

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You'll have to promise to stay with us for 24 months and pass our standard credit check. All services are for use in the UK only, unless specified otherwise.

Your monthly payment is for using mobile internet on your phone for checking voicemail (including visual voicemail if you have an iPhone) and an allowance of minutes and texts to customers of UK mobile networks and UK landlines starting with 01, 02 & 03. 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.

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. At the moment, 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.

You'll need 3G or 4G coverage to use mobile internet on your phone and a compatible device. You can only use mobile internet on our 4G network if you're within a 4G enabled area and in range of a 4G base station. You'll also need a 4G SIM and a 4G phone compatible with our network. 4G is currently only available in select areas in the UK. Your 4G phone may not be compatible with other UK 4G networks or 4G networks outside the UK. You can check your 3G and 4G coverage at [ee.co.uk/coverage](http://ee.co.uk/coverage)

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.

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>.

## EE EXTRA

In addition to the above, EE Extra plans give you additional data, the possibility of additional speed, roaming benefits limited to unlimited minutes and texts and an early upgrade benefit as set out below.

## Speed

Standard EE plans can experience speeds of up to 30Mbps only. EE Extra plans mean you could experience 4G speeds over 30Mbps, but only where double speed 4G is available and depending on a range of factors affecting speed and coverage such as your location; whether any trees or buildings are affecting your signal; and what the building is made from if you're using your phone indoors. Double speed 4G is not available everywhere in the UK so you should check your coverage at [ee.co.uk/doublespeed](http://ee.co.uk/doublespeed) before purchasing a EE Extra plan.

## Roaming Minutes and Texts

You may be required to pay a refundable deposit for roaming benefits at the time of signing up to this plan. The deposit will be credited back in to on your account when you've established a good payment history with us. If you choose not to pay the deposit, then the roaming benefits on your plan will not be available until you have established a good payment history with us. Prompt payment of your account by the due date advised on your bill for consecutive months will accelerate these.

Included in your plan is making and receiving unlimited calls and texts to and from mobiles and landlines in Europe and selected countries as follows, when roaming abroad in these countries (the 'included countries'): 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, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Saint Martin, Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City (Italy).

\* 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.

### 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 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 £0.36

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 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 Monthly Plan Terms And Price Guide](#).

So, for example, if your data allowance is 60GB you can use a maximum of 50GB 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 50GB in the UK before going abroad
You use the maximum 50GB outside the UK	You use 5GB while roaming, out of a maximum 50GB	You'll have 10GB maximum to use outside the UK
After you have used 50GB data outside the UK, surcharges will apply for you to keep using data	You'll have 47GB 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 40GB 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		

**Your monthly payment includes:**

- Making and receiving unlimited calls and texts whilst in an included country, to and from mobiles and landlines in the same country. For example, calls and texts within France are included;
- Making unlimited calls and texts to mobiles and landlines in the UK from an included country. For example, calls and texts from France to the UK are included; and
- Making and receiving unlimited calls and texts whilst in an included country, to and from mobiles and landlines in a different included country. For example, calls and texts to and from France to Germany are included in your allowance because both are included countries.

**Your monthly payment does not include:**

- Calls or texts to any international mobile, landline or premium rate numbers whilst in the UK. Such calls will be charged at your normal plan rate.
- Making and receiving calls or texts or using data whilst roaming on a satellite network (access to Satellite networks from your normal phone are offered on some aeroplanes and ships whilst in flight or away from land).
- Making or receiving calls and texts whilst in an included country to and from mobiles or landlines in a country outside the included country list above. For example, calls and texts to and from France (an included country) to Afghanistan (not an included country) are not included in your allowance.

**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.

**Upgrade Early**

Customers on EE Extra plans can upgrade to a new EE Extra plan, with a new minimum term, in the last 90 days of their current plan without having to pay an early upgrade fee. This benefit is only available if you upgrade via our own stores, telesales team or through our own website. The monthly payment for the new plan must be at least the same as or higher than the monthly payment for your current plan. Standard eligibility y withdraw this benefit at any time.

