



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

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Available from 10<sup>th</sup> February 2016

Version 1.0

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## 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 67p (55,83 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.

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. Up to 90 mbps speeds are available in select areas in London only. 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)

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 from 2017 onwards.

## 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.

Some of our SIM only plans come with double speed 4G. This means that customers purchasing such plans may be able to 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 purchase.

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](#).

## 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.

## **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.

### **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.