



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

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Your Plan Terms & Price Guide Available from 10<sup>th</sup> May 2017

Version 2.0

Updated on September 2018

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

Choose from a 4GEE Essential, 4GEE or 4GEE Max Plan, see our Price Guide at pages 7-8 for details of your inclusive allowances. If you're on a 4GEE Max Plan, your monthly payment will also include access to enhanced 4GEE speeds and some or all of the additional benefits described below. The Price Guide will detail which benefits apply to you and your chosen plan.

Your monthly payment is for using mobile internet on your phone, for checking voicemail (including visual voicemail if you have an iPhone) and an unlimited allowance of minutes and texts. You can use your minutes & texts:

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

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

For example:

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

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

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

- the Access Charge – this is the amount that is charged by EE of 55p (45,83 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>.

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

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.

## **UK USE**

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. 4G isn't available everywhere in the UK. You'll also need a 4G SIM and a 4G phone compatible with our network. Your 4G phone may not be compatible with other UK 4G networks or 4G networks outside the UK. You can check your 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 (when 80% of your allowance is used up) and when it has run out. You can use mobile internet on your phone to make internet phone calls ('VoIP') 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.

When in the UK, if you have a compatible device and the correct software, you can use your minutes allowance to make calls using WiFi Calling (see [ee.co.uk/wificalling](http://ee.co.uk/wificalling) for terms).

## **EUROPEAN ROAMING**

Inclusive roaming benefits are available to UK based customers only.

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

\* Note Turkey (you may 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.

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

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

## Fair use amount

If your domestic data allowance is greater than 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 = £0.000060 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		

## Speeds

All our customers can enjoy the superfast speeds supported by our roaming partners abroad. But please note: Speeds outside the UK always depend on the network you connect to and 4G may or may not be available. We aren't responsible for the speeds or coverage you get outside the UK. As in the UK, your coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography.

## Stable links

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

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

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

If you do not contact us within 14 days or we think that your explanation for your usage is unreasonable we may apply a surcharge for all future usage. Surcharges are set out above and we will cease to charge these surcharges when you contact us and either supply the proof requested in our notification or comply with the stable links

policy. You may not resell our UK SIM cards to persons not residing in or having stable links to the UK. If you do, we may block the SIM card and roaming services.

## Complaints

If you have any concerns about EE's 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.

## ADDITIONAL BENEFITS

### 4GEE Speeds

Essential EE Plans and 4GEE Plans gives you access to speeds of up to 60Mbps. 4GEE Max Plans give you uncapped speeds. You can only use mobile internet or make calls on our 4G network if you're within a 4G enabled area and in range of a 4G base station. You'll need a 4G calling compatible phone to make and receive calls over our 4G network. Roaming is not available with 4G Calling. 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).

The speeds you achieve will also depend on a number of factors including: your location, the device you are using and geographic factors such as tree coverage and population density. If you are using your phone indoors, the materials of the building you're in may also affect mobile internet speeds.

Access to our enhanced 4GEE speeds will also be impacted by the location of our masts and equipment optimised for enhanced 4GEE speeds. Such equipment is not available everywhere in the UK and so you should check your coverage at [ee/co.uk/coverage](http://ee.co.uk/coverage) before selecting your plan.

### Max Plan Customers

As well as EU roaming, Max plan customers will also be able to take their inclusive allowance to Australia, Canada, Mexico, New Zealand and the USA.

### BT SPORT APP ( Inclusive 12 month 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 50p/min. General: Calls to 084, 087, 09 & 118 numbers are not included; you'll be charged EE's Access Charge of 50p/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.

# PLAN PRICE GUIDE

## SIM Only 12 month Plans

Available from 10th May 2017

	Month PAYM Monthly SIM Plan												
	4GEE Essential Plans				4GEE Plans				4GEE Max Plans				
Monthly Cost (Inc. VAT)	£10.99	£13.99	£15.99	£17.99	£19.99	£23.99	£27.99	£36.99	£24.99	£28.99	£32.99	£41.99	£45.99
Inclusive UK minutes	250	500	1000	1000	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd
Inclusive UK Texts	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd	Unltd
Inclusive Internet	250MB	500MB	1GB	2GB	3GB	5GB	8GB	20GB*	4GB	7GB	12GB	30GB	40GB
Data Speed	Up to 60Mbps								Our fastest 4GEE Speeds*				
Roaming benefits	Use all of your allowance when travelling in the EU. Calls from the UK to EU are not included.								Use all of your allowance when travelling in the EU, US, Canada, Mexico, Australia and New Zealand. Calls from the UK to these countries are not included.				
Inclusive BT Sport App Access	No								Yes				

\*If your domestic data allowance is greater than 15GB, you will be subject to a fair usage policy of 15GB whilst you are roaming in our Europe Zone: this means you can use a maximum of 15GB from your data allowance while roaming.

\* Up to 90 mbps: limited roll out. Select areas in London only. Check coverage at [ee.co.uk/coverage](http://ee.co.uk/coverage) before purchasing a 4GEE or 4GEE Max plan.

4G speeds depend on location & number of users. Check your coverage at [ee.co.uk/coverage](http://ee.co.uk/coverage).

## SIM Only 30 day Essential Plans

Monthly Cost (Inc. VAT)	£13.99	£16.99	£18.99	£20.99	£25.99
Inclusive UK minutes	250	500	1000	1000	1000
Inclusive UK Texts	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive Internet	250MB	500MB	1GB	2GB	6GB
Data Speed	Up to 60Mbps				
Roaming benefits	Use all of your allowance when travelling in the EU. Calls from the UK to EU are not included.				

Service Type	Included in Allowances?				Cost of Calls or Services Made Outside of Allowances (incl. VAT) <sup>5</sup>
	Access Plans (12 months)	4GEE Essential SIM (12 months and 30 day plans)	4GEE SIM Plans (12 months)	4GEE Max SIM Plans (12 months)	
Calls to UK mobile numbers	✓	✓	✓	✓	55p per minute <sup>2</sup>
Calls to certain MVNO numbers <sup>3</sup>	✗	✗	✗	✗	55p per minute <sup>2</sup>
Calls to landlines (numbers starting with 01, 02, or 03 excluding Jersey, Guernsey and Isle of Man)	✓	✓	✓	✓	55p per minute <sup>2</sup>
Calls to Freephone (080) & (116) <sup>4,5</sup>	✗	✗	✗	✗	Free
Calls to 08 & 09 numbers	✗ Access customers cannot make these calls	✗	✗	✗	Access Charge of 55p per minute plus a Service Charge
Calls to 084 and 087 numbers	✗	✗	✗	✗	Access Charge of 55p per minute plus a Service Charge
Calls to numbers starting in 0500	✗	✗	✗	✗	20p per minute <sup>2</sup>
Calls to retrieve voicemail	✓	✓	✓	✓	55p per minute <sup>2</sup>
Text messages to UK mobile numbers <sup>5</sup>	✓	✓	✓	✓	15p per message
Text messages to certain MVNO numbers <sup>3,5</sup>	✗	✗	✗	✗	15p per message
Picture messages	✗	✗	✗	✗	55p per minute
BT Sport app	✗	✗	✗	✓	£5 per minute
Calls to Customer Services (During Normal working hours)	✓	✓	✓	✓	Free
Calls to Customer Services (During Extended Working Hours) <sup>6</sup>	✓	✓	✓	✓	50p per call <sup>2</sup>
Calls divert <sup>7</sup>	✓	✓	✓	✓	Standard Call Rates Apply
Calls & texts to UK mobiles and landlines when roaming in one of countries listed below <sup>1,8</sup>	✗ Access customers cannot make these calls	✓	✓	✓	55p per minute <sup>2</sup> 15p per SMS
<b>All Plans Except Access</b> Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City <b>Additional Countries available only with 4GEE Max Plans taken from 10/05/2017: Australia, Canada, Mexico, New Zealand, USA</b>					
Calls and texts to mobiles and landlines within the countries listed below when roaming in those countries <sup>1,8</sup>	✗ Access customers cannot make these calls	✓	✓	✓	Standard Call Rates Apply
<b>All Plans Except Access</b> Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City <b>Additional Countries available only with 4GEE Max Plans taken from 10/05/2017: Australia, Canada, Mexico, New Zealand, USA</b>					

1. Inclusive calls and texts in certain countries within Europe Zone (plus overseas dependencies and territories). See below for further details.
2. A one minute minimum call charge applies. Thereafter calls are charged on a per minute basis.
3. Your inclusive minutes and texts are from the UK to UK mobile networks, voicemail, and numbers beginning 01, 02 and 03. Calls & text messages to certain MVNO and call forwarding services are not included in your allowance. A pre call announcement may be heard prior to call connection. See 'points to note' for more information.
4. Calls to some charity helplines (e.g. Childline) are free to call and will not be deducted from your allowance. For a full list please visit the 'help' section of our website, ee.co.uk.
5. Applies to messages sent from your device.
6. Call charges vary depending on the time of your call as well as other optional selections that you may choose. You will be notified of call costs and have the option to end the call at that point without incurring any charge. Please see our 'Non-Standard Service' brochure for further details and for definitions of our "normal working hours" and "extended working hours".
7. Call divert is included in your allowance where the diverted to a number which would have ordinarily been included in your allowance. Standard call rates apply to outside of allowance calls.
8. 15GB Fair usage applies abroad. See plan terms above.

VoIP and using your phone as a modem or 'tethering' use will be deducted from your inclusive data allowance.

Included in Essential 4GEE and 4GEE Max plans from 10/05/2017 is unlimited calls (making and receiving) and texts to and from mobiles and landlines whilst travelling in the EU and selected countries (listed below). You may also use your UK data allowance whilst travelling in these countries subject to point 8 above.



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Europe		Overseas Dependencies	Additional Countries included in 4GEE MAX
Austria	Jersey	Azores	Australia
Belgium	Latvia	French Guiana	Canada
Bulgaria	Liechtenstein	Guadeloupe	Mexico
Canary Islands	Lithuania	Martinique	New Zealand
Croatia	Luxembourg	Mayotte	United States
Cyprus	Madeira	Reunion Islands	
Czech Republic	Malta	Saint Barthélemy	
Denmark	Monaco	Saint Martin	
Estonia	Norway		
Finland	Poland		
France	Portugal		
Germany	Romania		
Gibraltar	San Marino		
Greece	Slovakia		
Guernsey	Slovenia		
Hungary	Spain		
Iceland	Sweden		
Ireland	Switzerland		
Isle of Man	Netherlands		
Italy	Vatican City		

For further details on call costs whilst roaming please refer to the help section of our website, [ee.co.uk](http://ee.co.uk)

If you connect to a local WiFi service on your mobile phone while you're abroad, you won't use any of your Data Roaming Add-Ons while you're using it. Charges for using WiFi will be made by the local provider.