



# ADD TO PLAN

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## ACCESSORY AGREEMENT

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Version 2

Date 26 October 2017

Under this agreement EE will supply you with fixed sum credit for the purchase of an accessory ("Accessory") . We will send you an SMS (usually on the Start Date but within 36 hours of the Start Date) containing details of the instalments you will have to pay to EE plus the full amount of the fixed sum credit and a link to an online page containing these terms and more information,. If you have purchased your Accessory in store, details of the instalments will be set out in the Customer Information Form provided to you

**1. The start date (the "Start Date"):**

- a. When you purchase in a store this Agreement starts on the date of purchase;
- b. When you buy over the phone or from our website, this Agreement starts on the date the Accessory is dispatched to you or to the store from which you are collecting it;
- c. When you pre-order, this Agreement starts on the date the Accessory is dispatched to you or to the store from which you are collecting it.

**2. How and what you pay:** You are entering into this instalment agreement and agreeing to repay to EE the full cost of your Accessory over a maximum of 11 monthly instalments instead of paying for it in one go. You understand that you are fully responsible for repaying to EE the full cost of the Accessory as shown in the SMS we send you shortly after the Start Date or on the Customer Information Form provided to you in a store. EE will add the cost of each monthly instalment to your EE bill, unless you pay the outstanding full cost of the Accessory before that bill is produced. Each instalment will fall due on the date set out on your bill. The first instalment will show on your first bill following the Start Date and then on each subsequent bill for the next 10 months, unless you pay the full outstanding cost of the Accessory before that date. You won't be charged any interest or fees for the supply of credit in addition to the cost of your Accessory.

**3. Pay for the Accessory early:** If you want to pay the remaining cost of the Accessory in one go before the end of 12 months, you may do so. Please contact us and we will add the remaining cost to your next bill. If you pay the whole amount due for your Accessory this agreement will terminate.

**4. Returning the Accessory:** If you purchase your Accessory in one of our stores, we do not offer any change of mind period. However you are able to cancel your credit agreement in the first 14 days (see point 4 below). If you purchase over the phone or via our website, you may return your Accessory in the first 14 days in line with your normal statutory rights.

**5. Cancelling the credit agreement:** You can cancel this credit agreement within 14 days of the Start Date. If you cancel the agreement we will add the full outstanding balance for the Accessory to your next bill and try to collect that by direct debit. Nothing in this agreement affects your statutory rights.

**6. Term of this agreement:** 12 months from the Start Date, subject to earlier termination if you either repay the full amount owed to EE before that date (see point 2 above) or are in default of this agreement (see point 6 below).

**7. What happens if you do not pay your monthly instalments:** If you fail to pay any instalment within 9 working days of the due date then it is a default under this agreement. It is also a default under this agreement if any of the information which you give us and/or upon which we rely when making this agreement with you turns out to be false, misleading or materially incorrect. If you default under this agreement then we will contact you and, if possible, we will tell you what you have to do to put things right by a certain date. If you do not put things right by the date we specify when we contact you, then we can take all or some of the following actions against you:

- we can demand that you pay immediately the full outstanding balance under this agreement for your Accessory;
- we can add the full outstanding balance for your Accessory to your next bill and we can try to collect it by direct debit;

- we can report your default to a credit reference agency;
- we can terminate this agreement immediately; and/or
- we can take action to suspend the EE services you receive pursuant to the Pay Monthly Terms of Service or disconnect your SIM from the network or terminate your Pay Monthly Terms of Service agreement until you pay us any amounts outstanding in full.
- we can take action to suspend the EE services you receive pursuant to the Pay Monthly Terms of Service or disconnect your SIM from the network or terminate your Pay Monthly Terms of Service agreement until you pay us any amounts outstanding in full.

Any default by you may have an effect on your ability to obtain credit in the future.

8. **Accessory:** You will own the Accessory from the Start Date. EE does not retain ownership of the Accessory to which this agreement applies.
9. **Amendments to this agreement:** 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.
10. **General** Please refer to point 15 of the Pay Monthly Terms of Service and our Privacy Policy ([ee.co.uk/privacy](http://ee.co.uk/privacy)) for important information about how we use, store and share your personal information. Those terms apply to this credit agreement. The general terms set out at points 13 (Liability) and 14 (General) of the Pay Monthly Terms of Service also apply to this agreement. 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). You can find details of our Complaints Code of Practice on Our website at [www.ee.co.uk](http://www.ee.co.uk).