



EE HOME NETWORK TERMS

Version 10

Date For all customers joining or upgrading with effect from 16th January 2026 or who were notified that they were moved to these terms on or after 21st January 2026

THE LEGAL TERMS

The legal terms **you** need to know about **your** fixed line broadband and landline phone service.

Version 10 dated 16th January 2026

Here's a brief summary of some key points which **we'd** like to bring to **your** attention, including how we may change a service, the **agreement** and the charges. 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 use the internet through **our broadband services** and to make and receive calls. 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 services provided by other providers, 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 4.9 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 give **you** 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. Annual Price Increase

Your price plan charge and your call charges include an annual increase each year. **Your price plan charge** will increase by a fixed amount each year, and your call charges will increase by a fixed percentage each year. **We** will tell you the fixed amount and percentage when you purchase **your price plan**, or will be notified to you if **we** move you to these terms, and they can also be found in **the price guide**. **We** will do this so the price increase on your price plan charge takes effect on bills dated on or after 31st March in each year during your minimum term, and on bills date on or after 1st March each year once your minimum term has ended. Your call charges will increase on 31st March each year.(see point 8.5 of the terms and conditions).

5. Changing the Terms and Charges.

We may change these terms and conditions or the **services**, **additional 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 getting **Your** permission to vary the **agreement** providing **we** keep to the procedure in point 2.15. **We** may also increase or decrease **our charges**. Some **charge increases** may give **you** the right to terminate the **agreement** without paying a **cancellation charge** (see point 9.4 of the terms and conditions). **We** will also increase international calling and texting charges where our partners increase the cost to us. See point 8.9 for details on how this will happen and your right to cancel if **we** do so.

6. Terminating the Agreement.

You can call **us** and give 14 days' notice to terminate the **agreement**. If **you** are moving to another provider, some providers will tell **us** that **you** are leaving **us** and **your agreement** will terminate 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).

7. 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 terminate this **agreement**. **You** may have to pay **us** a **cancellation charge** as a result. (See points 4.5 and 7 of the terms and conditions).

8. Equipment.

Unless **we tell you** otherwise, **we will own any equipment** provided to **you** by **us** until 14 days after activation of your **broadband service**. After that, **you own the equipment**. If **you** choose to cancel within the 14 days, **you** will be required to return any **equipment** received and may have to cover the cost of return (see points 2.4, 2.8, 2.9, 2.11 and 3.8 of the terms and conditions).

9. 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 make sure **your** service stays active (see point 5 of the terms and conditions).

10. 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).

11. 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).

12. Your Information.

Please refer to **our** privacy policy on **our website** at ee.co.uk/eeprivacycentre for full details on how **we** process **your** personal information.

13. 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**.

TERMS AND CONDITIONS

Who We are: We're EE Limited, a company registered in England and Wales (company number 02382161); whose registered office is 1 Braham Street, London E1 8EE (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;

1. Definitions

When we use the words below they have special meanings. These words are explained below. They are printed in bold wherever they have the special meaning given below:

"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, for example, call plans, premium rate services, add-ons, 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 or where there is no allowance. You can find a full list and the terms and charges which apply in our price guide and our customer literature;

"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;

"Add-on" an additional service which is either provided with no minimum term, or has a minimum term or notice period of 30 days or less (including add-ons with a 30 day or less notice period that renew automatically);

"Age Restricted Services" any services or additional services which you need to be over a certain age to use;

"Agreement" means these terms and conditions between you and us for the services and additional services which you have chosen, plus the price guide and the plan terms;

"Allowance" means the amount and type of services made up of units which may be provided as part of your price plan or as part of any additional service;

"Annual Price Rise Amount" means the amount by which the price plan charge shall increase each year. We shall tell you the annual price rise amount when you purchase your price plan, or will be notified to you if we move you to these terms, and it can also be found in the price guide. In the event of inconsistency the amount that we told you about when you purchased your price plan or in the communication if we have notified you that we are moving you to these terms shall take precedence.

"Annual Price Rise Percentage" means the percentage by which the call charges shall increase each year. We shall tell you the annual price rise percentage when you purchase your price plan, or will be notified to you if we move you to these terms and it can also be found in the price guide. In the event of inconsistency the percentage that we told you about when you purchased your price plan or in the communication if we have notified you that we are moving you to these terms shall take precedence.

"Broadband Service(s)" 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 based on the price plan charges for what is left of the minimum term and which is calculated as set out at point 9.2 and on our website;

"Charge(s)" means the price plan charge for the services you have subscribed to, call charges, charges for additional products or services connected to your price plan plus anything else you need to pay for under this agreement, the price plan or 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 or additional services;

"Cooling-Off Period" means the period which starts the day after the **activation date** and ends 14 days later;

"Customer Support" means **our** customer support team which **you** can contact for free from **your phone service** if you have one, see ee.co.uk/help/contact-us for contact details including other ways to get in touch with **us**;

"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);

"Equipment" means the high-speed wireless router device that **we** provide to **you** for **broadband services** and which allows **you** to access the **network**;

"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 line over which **you** receive the **services**, including any **new line** **we** may install (see definition below);

"Linked Agreement" means another agreement with **us** that is linked to this agreement (i.e. a "bundle") in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022;

"Malware" means any manipulating program which modifies other programs and/or replicates itself, spyware, ransomware, viruses or any other unwanted programs;

"Minimum Term" means the minimum amount of time for which **you** agree to pay **us** the **price plan charge**;

"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 line to receive the **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** and the date by which **you** should pay **your bill**;

"Phone Service(s)" means the telephone service that **we** provide **you** with through the **line**;

"Price Plan" means the package of **services** **we** have agreed to provide to **you**, and the **allowances** **we**'ve agreed to as part of **your package**;

"Price Plan Charge" means the monthly charge for **your price plan** (excluding any monthly recurring discount);

"Plan Terms" means the additional terms and conditions which apply 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**;

"Qualifying Recurring Discount" means a monthly discount on **your price plan charge** which is either aligned to **your minimum term** or is ongoing;

"Registration Details" means the personal or business information **you** provide upon registration for the **services** (or as updated in accordance with clause 10.4), including the billing address;

"Renewing", "Renewal" means entering into a new **minimum term** for a **price plan** at or after the expiry of **your** existing **minimum term** (or at any other time with permission);

"Service(s)" means a service provided to **you** by **us** which will include all or any of the following services as may be applicable to **you**: **broadband services**, **phone services** and **TV 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 in which **services** may be available, as specified by **us** in reliance on information from our supplier **BT**;

"Start Date" means the date that this **agreement** begins, which **we** will let **you** know about in writing;

"Suspend" or "Suspension" means **us** temporarily stopping **your** access to the **services**;

"Broadband Speed" means the download and upload speeds in terms of Mbps (millions of bits per second) or Kbps (thousands of bits per second) that data is transferred between the internet and **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;

"Upgrading" or "Upgrade" means entering into a new **minimum term** in return for the supply of new **services** and **price plan** (whether free of charge or on payment by **you**) at or after the expiry of **your** existing **minimum term** (or at any other time with **our** permission);

"VAT" means **value added tax**;

"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;

"Written Notice" means sending **you** either (1) an email to the email address **you** gave with **your registration details** which may contain a cross reference to **our website** for further information; or (2) a text message to the mobile phone number **you** gave 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** gave 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 – when it starts and how long it lasts

2.1. This **agreement** starts on the **start date**, when **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 **broadband speed** **you** might receive; and
- 2.1.5. **we** inform **you** of your Minimum Guaranteed Line Access Speeds.

2.2. You agree that we will begin setting up the services from the start date. If your services include a phone service, you won't actually start receiving it until the activation date. After the activation date we will enable the broadband services:

- 2.2.1. if an engineer is required, on the date of the engineer visit as agreed with you; or
- 2.2.2. if no engineer is required, on a date notified to you when you request the services.

2.3. There may be unexpected delays in your activation date due to reasons over which we have no control, for example, where bad weather renders it hazardous to the health and safety of an engineer to attend a scheduled appointment or due to the technical limitations or faults of other providers supporting some parts of the services or additional services we provide. 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 4.4 below, except where the delay causes you significant inconvenience.

2.4. 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 have a cooling-off period during which you may cancel your agreement. If you choose 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. 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.

2.5. The minimum term starts on the activation date. Any cancellation after the cooling-off period, and before the end of the minimum term, will incur the cancellation charge (except as set out in points 2.8 and 9.4).

2.6. At the end of the minimum term this agreement will continue until terminated.

2.7. 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.

2.8. 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.

2.9. Subject to point 2.4 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 call 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 2.8 above.

2.10. If you are renewing or upgrading, a new minimum term may apply but we will get your agreement to that first. Your new minimum term will start from the date that your new service has been activated or in the case of a renewal it will start when the renewal is agreed with us. We don't have to provide you with a renewal or upgrade and we don't have to allow you to change price plan.

2.11. If you upgrade through a distance sales channel (such as through telesales or online), you get a cooling off period during which you may cancel your agreement. If you choose to cancel within the 14 days, please remember you are responsible for the cost of returning to us any new equipment we have provided you with. 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. 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.

2.12. If we allow you to upgrade before the end of the current minimum term and you later decide to cancel your upgrade within the cooling-off period (as set out in 2.11 above) we will put you back on your original price plan at the same point in your previous minimum term.

2.13. If you are moving and want to take your services with you, 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 move the services, and you need a

new line or new fibre connection at your new address, we will terminate your current services and the services will need to be reconnected and you will need to agree to a new minimum term and pay the new line charge and/or the new fibre connection charge. We will get your agreement 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. A credit limit should not be relied upon as financial bar or accounting tool.**

2.15. **Changes to Our Agreement**

2.15.1. **A copy of our current version of these terms and conditions will be on our website. We can change the terms of this agreement; for instance if we want all customers on the same conditions; we need 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 before, explained as follows:**

2.15.1.1. **if the change has no negative effect, we will send you written notice 30 days before the terms and conditions are due to change. After 30 days the new terms and conditions and/or the change will automatically apply to you;**

2.15.1.2. **if the change is not exclusively to your benefit, we will send you written notice 30 days before the terms and conditions are due to change. After 30 days the new terms and conditions and/or the change will apply to you, unless you contact us to terminate this agreement with us before the 30 days has run out. 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 we need to because of new laws or rules or where OFCOM or any other regulatory body make us. We will try 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 unless you have a right to cancel under point 9.5.3.**

3. Availability and Installation

3.1. **To receive the services the address needs to be within the service availability area.**

3.2. **If any equipment needs to be installed, for example a new line, or if an engineer is needed to activate your broadband service we will agree a date with you for each visit which may not be on the same day. You must let us in to your home if necessary.**

3.3. **We can only install the equipment if someone over 18, who can make decisions about where and how we install it, is at the address.**

3.4. **You will need to let our engineers into the address to carry out the installation of the new line, or complete any construction required to install fibre broadband services. You will need to get permission from anyone necessary for us to install the services (such as your landlord) before the engineer visit. You will also need to make sure 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 engineer visit 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 got the necessary permission;**

3.4.4. **you prevent the engineer from carrying out the installation or there isn't someone over the age of 18 present; or**

3.4.5. **the engineer has to perform additional and/or 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 decides that the installation will require extensive construction or changes, 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 standard ADSL broadband services instead, but you are not obliged to accept that offer.**

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. If **you** have any internet connected devices it is **your** responsibility to make suitable arrangements for any period of disconnection.

Equipment

3.7. **You** will need to supply the following equipment **yourself** for use with the **services**:

- 3.7.1. for **broadband services** **your** own compatible device such as a computer or any other device capable of receiving the relevant **broadband service**; and
- 3.7.2. for **phone services**, **your** own suitable telephone.

3.8. **You** may get **equipment** from **us** directly when **you** take out a **price plan**. Unless **we tell you** otherwise, or **you** get **equipment** under a finance agreement, **we** will own any **equipment** provided to **you** by **us** until 14 days after activation of **your broadband service**. After that, **you** own the **equipment**.

3.9. **We** will deliver the **equipment** to **your address**. **You** must:

- 3.9.1. follow any instructions, safety and security procedures which apply to the **equipment**, including as may be set out in the **plan terms**; and
- 3.9.2. inspect the **equipment** immediately and telephone **customer support** within 14 days of delivery to report any damage, faults or missing items.
- 3.9.3. If **we have told you** that **we** will retain ownership of the **equipment** 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** 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** in line with **your statutory rights**.

4. Our Services

4.1. **We** will always try and provide **you** with the **services** and **additional services**, using 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** or **additional 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, upgrades or an emergency; or
- 4.1.3. things like the weather or the number of people using the **network**.

4.2. Where there is disruption to the **network**, for example issues with **network** coverage, speed or other aspects of **your service** or **additional service** (including disruption described at point 7.1.1) **you** must let **us** know by calling **us**. **We'll** investigate and take steps to resolve the disruption reported. **You** may be entitled to a discount as set out at 4.4 below, depending on the nature of the disruption **you** experience. In addition, **you** may also have legal options, for example the right to require **us** to fix the problem, or the right to a refund under the Consumer Rights Act 2015. For more information about these rights, visit adviceguide.org.uk

4.3. **We** will try to repair any failures in the **services** or **additional services** remotely. **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** or someone at **your address** did.

4.4. We will 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.

4.5. The services and additional services are made available to you provided that you also comply with the following conditions, which are an essential part of this agreement:

- 4.5.1. the services or additional services, are not used for anything unlawful, immoral or improper, whether you're acting alone or in collusion with anyone else;
- 4.5.2. whether you're acting alone or in collusion with anyone else, you are not permitted to use the services or additional services, whether manually or automatically, for any direct financial gain, revenue share or benefit in kind, including where your financial gain has resulted from the termination charge payable by us for calls on our own network;
- 4.5.3. the services or additional services are not used to make offensive or nuisance communications in any form, including to our customer support team;
- 4.5.4. the services or additional services are not used to send, receive, upload, download, or otherwise make possible 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 unlawful in any way;
- 4.5.5. you do not send or help to send any unsolicited advertising or promotional material;
- 4.5.6. you do not do anything which might have a negative effect on our systems, networks, servers, brand, reputation or security, other customers' services or equipment, other customers' security or any other person's or business's systems, networks or security.
- 4.5.7. you give us all information we reasonably ask of you;
- 4.5.8. you follow any reasonable instructions we give you;
- 4.5.9. you must not allow anyone else (other than someone authorised by us) to add to, change or in any way interfere with the equipment;
- 4.5.10. The services, additional services and equipment must only be used at the address.
- 4.5.11. the services and additional services are used only in accordance with our and other networks' policies for acceptable use, including relevant internet standards;
- 4.5.12. you comply with any fair use policy applicable to your use of the services and additional services and if you don't, you comply with any reasonable instructions that we give you so that you can continue to use the services and/or additional services;
- 4.5.13. you comply with any plan terms applicable to your price plan;
- 4.5.14. you must not sell or attempt to sell our network or the services or additional services to any third party without written agreement from us;
- 4.5.15. 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:
 - 4.5.15.1. a GSM Gateway, commonly known as a 'SIM box',
 - 4.5.15.2. a device used to forward or divert services with the intention of reducing your charges for that call, or
 - 4.5.15.3. illegal repeaters (a device to boost coverage which is unlicensed);

Unless we have provided it to you or given you permission to do so;

- 4.5.16. **you**, or anyone who uses the **services** or **additional services**, must not damage the **network** or put the **network** at risk, or abuse or threaten **our staff**;
- 4.5.17. any information **you** give to **us**, on which **we** may rely in making decisions about us providing **services** or **additional services** under this **agreement**, must be true at the time **you** give it;
- 4.5.18. **you** must give **us** any deposit or extra deposit that **we** reasonably ask for;
- 4.5.19. **you** comply with any requirement of **ours** to set up an online account for billing purposes;
- 4.5.20. **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
- 4.5.21. by using the **services** and **additional services** **you** agree 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.

Broadband Service

- 4.6. The **broadband service** gives **you** the ability when using a compatible device and the **equipment** to access the internet at the speeds advised to **you** at point of order.
- 4.7. **We** may have to do things 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:
 - 4.7.1. depending on **your** geographic area and the location of **your** exchange; or
 - 4.7.2. if **you** have fibre broadband services.
- 4.8. Details of **our** current policy are on **our** website at ee.co.uk/homekfi. **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** go over **your allowance**, including but not limited to, moving you to a higher **price plan** if **you** go over **your allowance**. **we** will give you reasonable **written notice** before **we** change your **price plan**.
- 4.9. **Your broadband speed** may be affected by a range of things, including, but not limited to, the following:
 - 4.9.1. the operational and technical characteristics of **your line** and **your** distance from the exchange;
 - 4.9.2. **your address** location;
 - 4.9.3. any change **you** make or deterioration in the **equipment**;
 - 4.9.4. whether **you** have fibre broadband services;
 - 4.9.5. the time of day at which **you** use the internet; and
 - 4.9.6. **our** traffic management policies which can be found on **our** website (see also points 4.6 and 4.7).

Phone Service

- 4.10. If **you** take a **phone service** from **us** and are transferring a phone service from an existing provider, **we** will transfer **your** existing telephone line to **our network** where possible. If you take a **phone service** from **us** **you** can also take **your** telephone number to another network operator when **you** leave **our network**.
- 4.11. **You** do not own the telephone number used for the **phone service**, it is licensed to **us** by Ofcom. **We** can 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** or **additional services**. **We** may do this immediately for regulatory reasons. **We** will give **You** at least 3 months' prior notice for any other reason.

- 4.12. 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.
- 4.13. If you are transferring the service from an existing provider and not taking a **phone service** with us you will lose your telephone number.
- 4.14. If you do not take a **phone service** your line will not have a dial tone and you will not be able to make or receive calls. You should ensure that you have an alternative way to contact the emergency services.

5. Charges

- 5.1. The **price plan charge** will apply from the **activation date**. You must pay the **charges**, which will change each year in line with point 8.5, whether or not your **allowance** or the **services** or **additional services** are used by you or by someone else 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**.
- 5.2. We will make the bill for your **account** available to you every month by 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.
- 5.3. If you haven't used all of the **allowance** by the time we bill you, it will run out 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.
- 5.4. 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:
 - 5.4.1. 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
 - 5.4.2. when your **minimum term** comes to an end; or
 - 5.4.3. when we provide you with a **renewal** or **upgrade**; or
 - 5.4.4. 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.
- 5.5. 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.
- 5.6. 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 5.7.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from you.
- 5.7. If you don't pay a bill by the date set out on it you will have broken an important condition which is an essential part of this **agreement** and this will mean that we can **suspend** and/or **disconnect** in full or in part any of the **services** or **additional services** and/or terminate this **agreement** immediately. We may also charge you a **cancellation charge** except where:
 - 5.7.1. You have a genuine dispute with us; and
 - 5.7.2. 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 not to pay. If the amount you intend not to pay is less than the total amount you owe us then you must pay the amount that you agree you owe 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 send our 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.
- 5.8. Our rights set out in here are in addition to any other legal rights we may have against you.

5.9. **You** may have to pay additional **charges**, the amount of which is set out in **our price guide**, for example: the **charge** to reconnect **you** to the **services** (see point 7.8).

5.10. **You** are responsible for all **charges** applied to **your account**, including all call charges made from the **phone service**.

5.11. **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.

5.12. **You** may be required to pay a deposit (or an extra deposit) as security for the **charges** if **we** have a good reason to need it, for example, if **we** raise **your** credit limit.

5.12.1. This may be payable before the **start date** or at any time during this **agreement**.

5.12.2. **We** can keep the deposit until the **agreement** ends. **We** will return it when **you** pay **us** everything **you** owe.

5.12.3. **We** will not pay interest on deposits.

5.12.4. **We** can use **your** deposit to pay what **you** owe except where **you** have followed the process for disputed **charges** outlined at point 5.7.2 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.

5.13. **Charges** for calls on the **phone service** to numbers outside of those included in **your allowance**, such as premium rate numbers, are set out in the **price guide**. The amount of the call charges shall increase year as provided for by point 8.5.

5.14. **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** (for example whether **you** pay **your** bills on time) with any credit reference agency or CIFAS (the UK's fraud prevention service). Information about **you** and the conduct of **your account** may be disclosed to financial institutions and other companies for the purpose of fraud prevention and credit management. 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** and/or **additional 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** are not responsible to **you** if **we** cannot carry out **our** duties or provide **services** or **additional services** because of something beyond **our** control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, strikes or other industrial action.

6.8. **We** will not be responsible for any harm **you** suffer from **malware** on any device **you** use with the **services** or **additional services**, if it was transmitted via the **services**, **additional services** or otherwise. **You** remain responsible for all **charges** applied to **your** accounts for the use of any **services** or **additional services** activated by such **malware**.

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 us breaking this **agreement** or negligence up to a total of £100,000. This total limit shall apply to all **services** and **additional services** you have with us.**

7. When we may Suspend, Disconnect or Terminate the Services

7.1. **We may suspend the **services** and **additional services** without letting you know 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. **you exceed your credit limit, 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 **additional services** or part of the **services** and/or **additional services** and/or terminate the **agreement** without warning:**

- 7.2.1 **if you or anyone who uses the **services** or **additional services** break this **agreement** or any other agreement with us or a member of the EE Group;**
- 7.2.2 **you don't pay any bill by the date set out on it;**
- 7.2.3 **you fail to comply with any of the points in point 4.5;**
- 7.2.4 **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** or **additional services**;**
- 7.2.5 **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**
- 7.2.6 **we reasonably suspect fraudulent use of the **network** and/or **services** or **additional services** based on any and all data available to us.**

7.3. **If we terminate this **agreement** for any reason given under point 7.2, you must pay us everything that you owe, including any **cancellation charge**.**

7.4. **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**.**

7.5. **You must pay all charges during any period of suspension or disconnection unless we decide otherwise.**

7.6. **If your **line** is disconnected for any reason, you will automatically lose your connection to all **services** and **additional services**.**

7.7. **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**.**

7.8. **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 relevant customers with those **additional services** a reasonable period of **written notice**. The change will then apply to **you** once that notice has run out unless:

8.2.1. it is a change to an **add-on** which is not exclusively to **your benefit**, and **you** cancel the **add-on** that is changing by giving **us** notice to cancel within 30 days of **us notifying you of the change**; or

8.2.2. it is a change to an **additional service** excluding **add-ons**, which significantly disadvantages **you** such that **you** have a right to cancel the **agreement** under point 9.4, and **you** give **us** notice to cancel the **agreement** within 30 days of **us notifying you of the change**.

8.3. **We** can suspend, withdraw or change the price of **your price plan** or **allowances** or change the terms and conditions (other than as set out at point 2.15.1.3). **We** will give **you** **written notice** 30 days before **we** do so. The change will then apply to **you** once the 30 days has run out, unless **you** (i) have a right to cancel the **agreement** without paying a cancellation charge under point 9.4 and (ii) **you** exercise that right and cancel within 30 days of **Us** notifying **you** of the change.

8.4. **We** can change **your price plan** or **allowances** or other **services** (other than **additional services**). **We** will give **you** **written notice** 30 days before **we** do so. The change will then apply to **you** once the 30 days has run out, unless **you** (i) have a right to cancel the **agreement** without paying a cancellation charge under point 9.4 and (ii) **you** exercise that right and cancel within 30 days of **Us** notifying **you** of the change.

8.5. The **price plan charge** and the call charges include an annual price increase (rounded to the nearest whole pence), which will be calculated as follows:

8.5.1. The **price plan charge** shall be increased by the **annual price rise amount**.

8.5.2. The call charges shall be increased by the **annual price rise percentage**.

During the **minimum term** the annual price increase on the **price plan charge** will take effect on bills dated on or after 31st March in each year. After the **minimum term** the annual price increase on the **price plan charge** will take effect on bills dated on or after 1st March each year. The annual increase on call charges will take effect on 31st March each year. The change to the **price plan charge** and the call charges as a result of this annual increase will not give **you** the right to terminate this **agreement** during the **minimum term** without paying a cancellation charge.

The full amount of the **annual price rise amount** will be applied to the **net price plan charge** and will not be subject to any discounts.

8.6. The annual increase referred to in point 8.5 above, will be calculated taking into account any **qualifying recurring discount** which may be on **your account** at the same time.

8.7. **We** can also change other one-off **charges** set out in **our price guide** from time to time.

8.8. **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 legally **we** need to pass on to **you** (for example, if there's a **VAT** increase).

8.9. Where one or more of **our** international partners increases the cost of calling or texting from the UK to another country (an international call or text) **we** will increase the **charge** **you** pay for international calls and/or texts by the same amount. **We** will provide **written notice** to regular users of international calling services that are changing. Any change to **charges** under this point 8.9 will not give **you** the right to cancel this **agreement** without paying any **cancellation charge**, unless it significantly disadvantages **you** and **you** give **us** notice to cancel this **agreement** within 30 days of **us** notifying **you** of the change. **We** will not increase international calling charges in this way more than once in any month.

9. Your Rights to terminate this agreement

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 **additional 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

contacting **customer support**. **Your agreement** and the **services** and **additional services** will terminate once this notice period expires, although **you** are free to change **your** mind and contact **us** to withdraw **your** notice to terminate the **agreement** at any time before the notice period is up; 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** and **additional 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**.

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** unless **you** have a right under point 9.4 not to pay a **cancellation charge**. If a **cancellation charge** is due, it will be calculated based on the sum of all outstanding monthly **charges** for the remainder of Your **minimum term**, factoring in any recurring monthly discount to which **you** are entitled, minus any costs we save from you leaving early and to reflect early receipt of your payment. There's more information on this **charge** in our **price guide**.
- 9.3. **You** will be responsible for all **charges** up to and including the date that this **agreement** terminates. It is **your** responsibility to ensure that after payment of the final bill **your** Direct Debit is cancelled.
- 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 8.3 is not exclusively to **your** benefit and **you** give **us** notice to cancel this **agreement** within 30 days of **us** notifying **you** of the change; or
 - 9.4.4. the change that **we** gave **you** **written notice** of in point 8.4 significantly disadvantages **you** and **you** give **us** notice to cancel this **agreement** within 30 days of **us** notifying **you** of the change; or
 - 9.4.5. **we** have given **you** **written notice** of an increase in the **price plan charge** (other than an increase as a result of Our annual price increase as calculated in point 8.5); or
 - 9.4.6. **we** have given **you** **written notice** of a change to an **additional service** (including a change to the **charge**), other than an **add-on**, and other than as a result of (i) **our** annual price increase as described in point 8.5 or (ii) **our** change to international charges in point 8.9, in a way that significantly disadvantages **you**; or
 - 9.4.7. **you** have a right to cancel a **linked agreement** because of a change that **we** have made to that agreement; and
 - 9.4.8. **you** give **us** notice to cancel this **agreement** within 30 days of **us** notifying **you** of the change.
- 9.5. **You** will not have a right to cancel this **agreement** without having to pay a **cancellation charge** if:
 - 9.5.1. Any change to the **charges** is as a result of our annual price increase (as described in point 8.5) or is an increase in international charges and **you** are not significantly disadvantaged (as described in point 8.9); or
 - 9.5.2. Any change is made to an **add-on**, the **charges** for an **add-on** or a one-off charge (for example an installation charge); or
 - 9.5.3. The change falls within clause 2.15.1.3 but is of a purely administrative nature and has no negative effect on **you**, or is directly imposed by law.

10. General

- 10.1. **You** need **our** permission if **you** want to 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 let **us** know immediately. If **you** fail to let **us** know 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. **We** will comply with all relevant Ofcom General Conditions and Voluntary Codes of Practice where **we** are a signatory to that particular code.
- 10.7. 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.
- 10.8. 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.
- 10.9. Unless otherwise stated in this **agreement**, any notices from **you** to **us** must be sent by email, post or delivered by hand to **us**.
- 10.10. 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.
- 10.11. This **agreement** is between **you** and **us**. Only **you** and **we** can take action under the **agreement**. Nobody else can enforce it or benefit from it.
- 10.12. If any part of this agreement cannot be enforced, all other parts of the agreement will still apply.

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** at ee.co.uk/eeprivacycentre.
- 11.3. 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**.
- 11.4. When **you** first take a phone service from **us** **we** will ask 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. If **you** later want them removed, please contact **our customer support**.