

PLUSNET MOBILE TERMS

The following terms apply where we provide you with mobile phone services. If we provide you with home broadband, home phone, YouView TV from Plusnet or any other services for personal use our Plusnet Residential Terms will apply instead.

If you're a business customer our Business Terms apply.

OUR HANDY SUMMARY

We've made a promise to be a straight talking provider and to avoid annoying legal jargon.

We appreciate that these legal bits are boring, and that you want to get on with using our great services as soon as possible, so here's a handy summary of our terms.

In the same way as you won't understand a book from reading just the contents page, this summary doesn't set out all our terms, so we'd really like you to read them all. If you find this summary says one thing and the terms say something else, it's the terms that say what we've agreed on.

Where we refer to paragraphs in this summary, we mean the paragraphs in the Mobile Service Terms unless otherwise stated.

1. What we provide

We offer either:

- SIM-only plans - where we will provide you with a SIM card so you can make calls, send texts and access the internet with your own mobile phone; or
- mobile phone plans - where we provide you with a mobile phone as well as a SIM card.

We also offer the ability to add certain amounts of data, minutes and texts to either type of plan by purchasing what we call a bolt-on.

Our Mobile Service Terms will apply to all the plans we provide. If you have a mobile phone plan our Mobile Phone Terms will apply and, if you add a bolt-on so will the Bolt-on Terms.

Finally, if you're taking one of our great offers, some extra Offer Terms will apply. Those terms aren't listed here but you'll find them with our offer when we make it.

2. Payment

We're sure you'll understand that we can't provide our services for free. Unless any Offer Terms apply what we'll charge you is set out in the Mobile Price Guide.

Where we provide a mobile phone or SIM card for a minimum term, we may increase your subscription charge each year in March.

The percentage we increase your plan price by will be the same as the Retail Price Index percentage published by the Office of National Statistics in January of that year. Our RPI Price Increase Guide has more information and an example of how it'll work.

Paragraphs 7, 9 and 10 provide more details on what and when you have to pay.

3. Cancellation period

When you sign up over the phone with one of our team or via our website you'll benefit from a 14 day cancellation period.

If you change your mind within the 14 day cancellation period, you can cancel our agreement. You'll have to pay for the services you have used and return any mobile phones, SIM cards or other equipment we've given you. Paragraph 12 sets out the details on how to do this.

4. Leaving us (or us leaving you)

We don't want you to leave, but paragraphs 20 and 21 set out how you can do this if you really want to.

If you don't cancel within the 14 day cancellation period, but want to leave in your minimum term, then in contract cancellation charges may apply.

We don't normally do this, but we may have to stop or suspend providing your services in certain circumstances as set out in paragraph 22.

5. Your responsibility to us

We want you to enjoy our services. So to make sure they work properly and within the law, we do need you to follow certain rules when using our services as set out in paragraph 4 of our Mobile Service Terms, paragraph 1 of the Mobile Phone Terms and our Acceptable Use Policy.

6. Our responsibility to you

We take responsibility for providing you with quality services and equipment. But there are certain circumstances in which our responsibility to you is limited or excluded as set out in paragraph 17.

This is an important paragraph and we really recommend you read it in full.

7. Changes we can make

We know you'd rather not have to read these terms again, but we'll sometimes need to change them or our prices. We'll normally let you know when we do this (see paragraph 26).

If the change is materially disadvantageous to you then you may be able to end our agreement without paying in contract cancellation or other charges.

8. Your information

Before we enter into this agreement with you, we may carry out certain credit and fraud prevention checks. To find out more about these checks, the information we collect to provide our services and how we use your information please see our Privacy Policy.

9. Other useful documents

We've tried to keep these terms as short as possible, but we also don't want to keep you in the dark as to how we'll provide you with our services. So take a look at the following guides and policies that may help if your queries aren't covered by these terms:

- Mobile Phone Cancellation Policy
- Smart Cap Guide
- Moving your mobile phone number
- Code of Practice
- Complaints Code of Practice
- Guide to General Condition GC23
- Mobile Phone Exchanges Policy

Although we'll follow these guides and policies in most cases, we ask you to appreciate the world is always changing so we might not always be able to meet the standards in these guides and policies. Unlike the terms, these guides and policies aren't part of our agreement.

OUR MOBILE TERMS

Our full mobile terms and conditions are set out below, and are made up of different sections.

First there are the Mobile Service Terms which will apply to everyone taking a Plusnet Mobile plan. Then there are the Mobile Phone Terms which apply in addition to the Mobile Service Terms, if we provide a mobile phone. The Bolt-on Terms will apply if you add a bolt-on to your plan to get extra minutes, texts or data.

Finally, if you're taking one of our great offers, some extra Offer Terms will apply. Those terms aren't listed here but we'll set them out with our offer when we make it.

THE MOBILE SERVICE TERMS

1. Our agreement

- 1.1. These terms and our Mobile Price Guide apply to:
 - 1.1.1. the Plusnet mobile services as described in paragraph 2.1 and any other services (such as voicemail) we agree to provide you via our SIM card (we'll just call all of this the services in the rest of these terms); and
 - 1.1.2. any mobile phones we provide you with, here the Mobile Phone Terms will also apply; and
 - 1.1.3. any bolt-ons, here the Bolt-on Terms will also apply.
- 1.2. If we provide you with other services or equipment (for example phone or broadband), you'll have separate agreement(s) for these services incorporating the Plusnet Residential Terms or the Plusnet Business Terms as appropriate.

2. What we provide

- 2.1. We'll provide you with a SIM card so you can:
 - 2.1.1. make and receive calls;
 - 2.1.2. send and receive texts (and multimedia messages); and
 - 2.1.3. use the internet over our mobile network,via a compatible mobile phone. We'll continue to own the SIM card.
- 2.2. We'll agree with you the amount and type of data, minutes, and texts that are included within your plan price (we call this your monthly plan allowance) when you place your order.
- 2.3. We'll reset your monthly plan allowance each month on your billing date. Unused data, minutes, or texts from your previous month's plan allowance are not carried over.

3. Your mobile number

- 3.1. We'll allocate you a UK mobile number but you don't own it (Ofcom do). We can change this number if we have a good reason to do so, for example if we are required by law or any regulatory or law

enforcement body. We'll try and give you as much notice of this as possible.

- 3.2. If you want a new mobile number we'll charge you for this as set out in the Mobile Price Guide unless you're transferring your number from a previous provider under paragraph 3.3, or your mobile phone is stolen and you can provide a crime reference number.
- 3.3. If you're transferring from another provider you'll need to get a porting authorisation code (what we call your PAC) from your existing service provider. If you provide us with a valid PAC we'll transfer your existing mobile number free of charge. We'll let you know how long the transfer will take and when it's complete. You're entitled to reasonable compensation if there's a delay or something goes wrong that's our fault. If you call us, we'll apply this compensation as a credit on your next bill.
- 3.4. Your previous provider may charge you until we use your PAC and transfer your mobile number. We are not responsible for these charges.

4. Your use of the services

- 4.1. You must:
 - 4.1.1. only use the services for personal use (so you can't use the services to run your own business although occasionally accessing work emails is okay);
 - 4.1.2. use the services in accordance with all relevant laws and our Acceptable Use Policy;
 - 4.1.3. not use the service for sending marketing texts or making nuisance calls;
 - 4.1.4. not copy, change or publish any material we've produced or we own (normally marked with a ©) or use it for any business purpose;
 - 4.1.5. only connect safe equipment to our network that won't harm it or our other customers' equipment;
 - 4.1.6. keep all passwords, log-in and billing information secure and confidential, and not make them available to other people; and
 - 4.1.7. agree that we can modify any digital content we provide. Modifications will be of the same quality and description and we'll try to give you notice of the modifications.

5. Our provision of the services

- 5.1. Whilst in the UK our services are only available where our network has coverage. Our Coverage Checker Tool provides a reasonable estimate of the outdoor network coverage but we can't guarantee it's always accurate.
- 5.2. We aim to provide a continuous, high-quality service but we can't guarantee that it'll be available all the

time and we won't be responsible for a lack of, or limited, network coverage due to:

- 5.2.1. bad weather conditions;
- 5.2.2. topography (such as you being in a steep sided valley);
- 5.2.3. physical obstructions (such as buildings with thick walls or you being underground);
- 5.2.4. an unusually high number of people using our network at the same time or in the same place; or
- 5.2.5. us carrying out maintenance, repairs, technical changes, upgrades or emergency work (but we'll try to minimise the impact on you and to carry out this work as quickly as we can).

5.3. In some circumstances we or the people who provide us with network access may have to do things (including applying traffic management controls) to manage and protect our mobile network's performance.

5.4. We would not make you pay your plan price during a period where there is a breakdown in over 90% of our mobile network which has lasted for three days or more, or where the whole network has completely broken down.

5.5. If we reasonably believe your mobile phone, SIM card or other equipment has been infected by malware (like a virus), or if you try to access a malicious website, we may take action (for example, by introducing software into our network) to protect you and your mobile phone, to stop the spread of that infection on our network or to prevent your mobile phone from accessing the website.

5.6. We may have to recall and replace your SIM card to improve or maintain the quality of your service.

6. When our agreement, the service and the minimum term starts

6.1. Our agreement starts when we accept your order (normally by sending you an email) and it will continue until one of us ends it in accordance with these terms.

6.2. We'll try and get you up and running as soon as we can. The services and any minimum term will start on the day we let you know (normally by email) that your services are ready to use. Your monthly plan allowance period will start on this day each month.

6.3. Your normal billing date will be the day after we let you know your service is ready to use. If this date falls on the 29th, 30th or 31st of a month and a particular month doesn't have this number of days, we'll bill you (and your monthly plan allowance will be reset) on the last day of the month instead.

6.4. We'll always look to deliver your SIM card and other equipment as soon as reasonably possible, but all delivery times we provide are estimates and sometimes a delivery will be delayed due to circumstances beyond our control. Where this happens, we won't be responsible for the delay and

the day we let you know your services are ready to use will still be your billing date and the day your monthly plan allowance period will start on.

7. Credit or fraud prevention checks

7.1. We may carry out credit and/or fraud prevention checks when:

7.1.1. you sign-up for our services or a new agreement. We'll only agree to enter into our agreement with you where we are happy with the results of these checks;

7.1.2. you request any change to our agreement with you (for example where you want to change your plan allowance, upgrade to a mobile phone plan or upgrade the mobile phone we provide). We'll only agree to these changes where we are happy with the results of these checks; and

7.1.3. we've suspended providing our services to you because you haven't paid us for more than 60 days. We'll only start providing the service again if we are happy with the results of these checks.

7.2. Our Privacy Policy provides more information on the credit or fraud prevention checks we may carry out.

8. Paying for the services

8.1. We'll charge you a standard monthly fee for your monthly plan allowance (what we call your plan price).

8.2. We will also charge you other fees for:

8.2.1. types of usage that aren't included within your monthly plan allowance, such as calls made while abroad and calls to premium rate phone numbers (what we call additional charges). Details of these additional charges are set out in the Mobile Price Guide); and

8.2.2. usage of our services where you have exceeded your monthly plan allowance (what we call out-of-plan charges).

8.3. You'll also have to pay any other charges detailed in these terms, the Mobile Price Guide or any relevant Offer Terms that may become due.

8.4. We'll normally bill your plan price monthly in advance. We'll try to bill you for any out-of-plan or additional charges at the end of the month in which you used the relevant service (but sometimes there may be a delay from the point you used the service before we add these charges to your bill).

8.5. You can see your bills within your online account and we'll email you when a new bill is available to view. We'll take payment on the date of your bill unless you select a different payment date in My Account. You won't be able to select certain dates either side of your current payment date.

- 8.6. If you don't pay by Direct Debit or if you want a paper bill, you'll have to pay a charge as set out in our Mobile Price Guide.
- 8.7. If you signed up for a plan (or upgraded, re-contracted or changed plan) after 29 November 2016, we may charge you any amounts you owe us using the bank account or credit or debit card details you've provided to us, unless you tell us otherwise. By entering into this agreement, you're authorising us to do this.

9. Price changes

- 9.1. If you signed up for a plan where we provide a mobile phone or SIM-only plan which had or has a minimum term (or upgraded or re-contracted to one of these plans) after 29 November 2016, your plan price includes an annual percentage price increase. The percentage price increase will take place in March of each year and will be equal to the annual Retail Price Index (RPI) percentage published by the Office for National Statistics in January of that year.
- 9.2. A rolling monthly SIM-only plan that you can end at any time on 30 days' notice, will not be subject to an increase linked to RPI in March but we may change your plan price and other charges under paragraph 26.1.
- 9.3. If you receive a discount on your plan price this will not change. The price increase in March is applied to the standard plan price and then the same discount as before is applied afterward to calculate your new plan price.
- 9.4. If the January RPI figure is negative, we won't reduce your plan price.
- 9.5. You'll not be able to end our agreement under paragraph 26 where we increase your plan price under this paragraph. If we increase your plan price by more than the RPI figure or increase your plan price more than once a year paragraph 26.3 will apply and you may be able to leave without any fees.

10. If you fail to pay

- 10.1. If you don't pay your bill, we'll try and send you a reminder. If we don't receive payment we may:
- 10.1.1. attempt to take the payment again, if we have payment details;
 - 10.1.2. suspend providing the service or end our agreement;
 - 10.1.3. charge a late payment charge as set out in the Mobile Price Guide;
 - 10.1.4. extend any minimum term of our agreement by the period that you were in arrears; and
 - 10.1.5. as a last resort, ask a debt collection agency to collect the payment on our behalf. If we do, you'll also have to pay the reasonable costs we have to pay the agency, which the agency will add to your debt on our behalf.

- 10.2. The charges set out in this paragraph 10 are not subject to VAT.

11. Smart Cap

- 11.1. We set a cap on the out-of-plan and additional charges you can incur until your next bill is produced (we call this your smart cap).
- 11.2. Once you reach your smart cap you won't be able to make use of any services that incur out-of-plan or additional charges until your next bill, unless you make a payment.
- 11.3. You can change the amount of your smart cap by contacting us.

12. Cancellation period

- 12.1. When you sign up over the phone or via our website, you'll benefit from a 14 day cancellation period. This 14 calendar day cancellation period starts:
- 12.1.1. for services, on the day after we accepted your order; or
 - 12.1.2. for mobile phones (or other equipment), on the day after we delivered it.
- 12.2. If you cancel any services within this cancellation period you must:
- 12.2.1. pay for any services you've already received, including a pro-rata amount of your plan price, up to the date that you told us you wanted to cancel (and we won't take into account any discounts or free offers); and
 - 12.2.2. return any mobile phones (or other equipment) we have provided as set out in paragraph 12.5 below.
- 12.3. If you ordered a mobile phone (or other equipment) and cancel within the cancellation period, we'll stop providing the service (unless we agreed otherwise) and you must return the equipment to us as set out in paragraph 12.4 below.
- 12.4. Where you cancel our agreement under this paragraph 12 and are required to return any mobile phone, SIM card or other equipment to us:
- 12.4.1. you must return it to us at your own cost or in the pre-paid return envelope we provide (undamaged and in its original packaging) within 14 days of telling us you want to cancel in accordance with the Mobile Phone Cancellation Policy; and
 - 12.4.2. we'll refund what you've paid for it, less an appropriate amount where the equipment is damaged or has been used more than necessary to check it.
- 12.5. If you don't return the mobile phone (or other equipment) within 14 days of cancelling, you'll have to pay the full value (opposed to any price paid) without any discount you may have received on the mobile phone or other equipment as set out in the Mobile Price Guide.

- 12.6. These rights are in addition to any other legal rights you may have to cancel our agreement. mobile phone caused due to you fitting an incorrectly sized SIM card or fitting it incorrectly.
- 13. Calls to the emergency services**
- 13.1. You may contact the emergency services for free by dialling 999 or 112 provided that our, or someone else's, network has coverage. If you need to contact the emergency services whilst roaming abroad, you'll need to call 112 or the local emergency services number if this is different.
- 13.2. The emergency services may be able to see your approximate location when you call them but this does depend on the type of mobile phone you're using and the settings that you've got enabled on it at the time.
- 14. Calls whilst abroad**
- 14.1. You may use our service in certain countries outside of the UK but we can't be responsible for the quality and coverage of the service as it'll be provided via someone else. You're also responsible for using the service in accordance with all applicable local laws.
- 14.2. Your monthly plan allowance only applies while you're in the UK. When you use the service abroad or, where you're close to a border with another country (for example in Northern Ireland) and you accidentally switch to roaming on another network, all calls, texts, data and all other use of the service will be subject to additional charges. These charges are set out in the Mobile Price Guide or will be sent to you by text when you start roaming.
- 14.3. Your monthly plan allowance will not include calls to networks in the Isle of Man and the Channel Islands and calls to customers of certain UK mobile networks will also be subject to additional charges as set out in our Mobile Price Guide.
- 15. Parental controls**
- 15.1. Some of the content you can access via the services will not be suitable for viewing by persons of certain ages. Parental controls are turned on by default but you can turn them on or off at any time by contacting us. Due to the nature of the internet, we can't be responsible for a failure to block all inappropriate content or websites that are incorrectly categorised. It's your responsibility to ensure that the content is suitable for those accessing it.
- 16. Your equipment**
- 16.1. If we don't provide you with a mobile phone, you're responsible for ensuring that your mobile phone:
- 16.1.1. will work with all our services, and you're responsible for changing any of your mobile phone's settings to get it to work;
- 16.1.2. is not locked to another provider's network (and we'll not be responsible for any charges that you may incur when unlocking your mobile phone); and
- 16.1.3. can fit the size of SIM card we agree to provide. You're responsible for fitting the SIM card, and we'll not be responsible for any damage to your
- 16.2. We may charge you as set out in the Mobile Price Guide where you need a different sized or replacement SIM card (for example if you lose your mobile phone).
- 16.3. We'll use reasonable care to stop any digital content we provide damaging your mobile phone or causing a loss of your data or content, but we can't be responsible for any such damage:
- 16.3.1. where you don't follow our instructions when using, downloading or installing the digital content;
- 16.3.2. where you don't use the digital content as we told you to;
- 16.3.3. due to configurations on your device or potential compatibility issues which we couldn't expect to know about;
- 16.3.4. you failing to have protection against viruses;
- 16.3.5. due to defects in third party content or acts we couldn't reasonably be aware of; or
- 16.3.6. due to things outside our reasonable control.
- 16.4. If we are responsible for any damage under paragraph 16.3, any compensation will be limited to the cost of replacing the mobile phone.
- 16.5. We aren't responsible for any digital content that is provided via a third party even if that content is access by you using our services.
- 17. Our responsibility to you**
- 17.1. If something goes wrong we'll always look to put things right but, except as set out in paragraph 17.3, we'll never be responsible for:
- 17.1.1. you not receiving calls or messages because your mobile phone is faulty, switched off or in an area with no coverage;
- 17.1.2. any services or content provided by third parties via the service (for example apps or on-demand services) and your ability to access these services or content;
- 17.1.3. information that is lost or corrupted (unless this is due to digital content we provide);
- 17.1.4. any loss or damage caused by viruses or unauthorised use of, or attempts to access, the service, or mobile phone (or other equipment);
- 17.1.5. financial loss;
- 17.1.6. any commercial or business losses or other losses that you may suffer if you

- have used the service or equipment we provide for business purposes;
- 17.1.7. losses caused by your breach of our agreement;
- 17.1.8. any loss that was not foreseeable to you or us when we entered into our agreement; or
- 17.1.9. any delay or failure by us which is caused by something beyond our reasonable control (for example things like: lightning, floods, severe weather, fire, explosions, terrorist activities, epidemics, riots, war, anything done by a government or other public authority, or strikes or other industrial disputes).
- 17.2. Except as set out in paragraph 17.3, we'll not pay you more than £10,000 in compensation in any 12 month period.
- 17.3. Nothing in paragraphs 17.1 or 17.2 limits our responsibilities relating to:
- 17.3.1. equipment or digital content (which we are responsible for providing) which is not of satisfactory quality, fit for purpose, has been described wrongly or installed incorrectly;
- 17.3.2. services which have not been provided with reasonable skill and care;
- 17.3.3. injury or death as a result of our negligence;
- 17.3.4. not delivering equipment within agreed time periods; or
- 17.3.5. our fraud or due to us deliberately breaching our agreement.
- 18. Complaints**
- 18.1. We want to resolve any complaints you might have. How we'll do this is set out in our Code of Practice and Complaints Code of Practice.
- 19. Lost or stolen SIMs and mobile phones we don't provide**
- 19.1. You're responsible for keeping your SIM card and mobile phone secure and must pay us your plan price, and all out-of-plan and additional charges up to the time you tell us the SIM card or mobile phone has been lost or stolen.
- 19.2. Where your mobile phone or SIM card is lost or stolen, we'll stop providing the service once you contact us. If you find the SIM card or mobile phone, let us know and we'll resume your service.
- 19.3. If you need a replacement SIM card or mobile number, we may charge you for these as set out in the Mobile Price Guide unless you can provide a crime reference number.
- 20. Your right to end our agreement**
- 20.1. If you want to end our agreement, unless you're inside the cancellation period set out in paragraph 12, you'll need to give us 30 days' notice. We'll continue to provide the services due during this period and you'll need to pay all applicable charges.
- 20.2. If you cancel your Direct Debit without contacting us to arrange payment by alternative means, we may assume you want to end our agreement.
- 20.3. If you choose to end our agreement within the minimum term you'll have to pay an in-contract cancellation charge as set out in the Mobile Price Guide, unless you end our agreement:
- 20.3.1. inside the cancellation period set out at paragraph 12; or
- 20.3.2. because we've made materially disadvantageous changes under paragraph 26.
- 21. Moving to a new provider**
- 21.1. If you're switching to another provider and want to transfer your mobile number to that provider, you'll need to ask us to give you your PAC. Your PAC will last for 30 days.
- 21.2. If you don't give your PAC to the new provider or the new provider doesn't use it before it expires, you'll need to ask us for a new one. Once we stop providing our services we can't provide a PAC anymore.
- 21.3. Your new provider will organise the transfer of your number. Unless you gave us notice you want to end the agreement before requesting your PAC, we'll continue providing our services and you'll have to pay us all applicable charges until we stop providing our services. Once your mobile number has transferred we'll stop providing our services.
- 21.4. If you gave us your 30 days' notice before requesting your PAC, your services will stop at the end of this notice period even if you don't use your PAC code in this time period.
- 22. Our right to suspend your service or end our agreement**
- 22.1. We can suspend or stop providing our services and/or end our agreement where:
- 22.1.1. our ability to continue to provide the services to you is materially or adversely affected because: (i) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or (ii) any authorisation required by us ends or is changed;
- 22.1.2. we believe your SIM card has been stolen or hasn't been used for a long period of time;
- 22.1.3. it's necessary to make changes to carry out maintenance;
- 22.1.4. you don't comply with these Mobile Terms and this causes a real risk of loss or harm to us or our other customers;

- 22.1.5. if you fail to pay for the service, pay using a method other than that which we've agreed with you or you fail to maintain an active Direct Debit on your account (and we haven't agreed an alternative payment method);
- 22.1.6. we reasonably believe you have provided us with false or misleading details about yourself or the other services we provide to you;
- 22.1.7. we tell you that your use of the services is causing problems for other users, and you carry on using the services in the same way;
- 22.1.8. we reasonably believe that you have used the services or any equipment we provide for illegal purposes;
- 22.1.9. where it's reasonable for us to do so, to protect our network and maintain quality of service;
- 22.1.10. we receive a serious complaint about your use of our services which we believe to be genuine (for example you're using any of our services in breach of our Acceptable Use Policy);
- 22.1.11. we are required to by the emergency services or other government authority;
- 22.1.12. in the event of your bankruptcy or death; or
- 22.1.13. we are no longer providing the service or particular plan to customers.
- 22.2. We'll normally try to give you 30 days' prior notice before suspending or stopping providing our services and/or ending our agreement). However, we may not do this if we believe there is a real risk of loss or harm to us, our network or our other customers (for example, if you're not paying for the service or where there is a reasonable suspicion of fraud or other abuse).
- 22.3. If we terminate our agreement with you, we also have the right to terminate any other agreements you have with us, even if you haven't breached those other agreements.
- 22.4. If you're within your minimum term when we end the agreement, you'll have to pay an in-contract cancellation charge as set out in the Mobile Price Guide unless the reason we end our agreement is because we are no longer providing the services or plan to our customers.
- 23. After our agreement ends**
- 23.1. If either of us ends our agreement:
- 23.1.1. we'll produce you're final bill as soon as possible, but it can take a few months to calculate all your out-of-plan and additional charges. If you have paid any charges in advance we'll refund you for any services not used,
- but we'll first take off any money you owe us under any of our agreements;
- 23.1.2. any features or services that are provided for free with or as part of the services will stop being provided on the same day as our agreement ends;
- 23.1.3. we'll deactivate the SIM card we provide and may ask you to return or destroy it; and
- 23.1.4. we may re-allocate your phone number unless you move it to another provider (see paragraph 21).
- 23.2. For security or compliance reasons we may not hold your payment details after our agreement has ended. So you agree that we may make refunds by cheque or other method.
- 24. When we provide other things or have other agreements**
- 24.1. We may give you discounts, benefits or offers because you (or someone else in your household) takes more than one service from us. If the services to receive any discount, benefit or offer are cancelled, you and anyone in your household may lose them. For example, if you, or someone in your household, takes broadband from us we might provide you with a better plan allowance for your mobile service. If you or the person in your household stops taking broadband you'll no longer get the better plan allowance.
- 24.2. If our agreement has a minimum term you won't lose any discount, offer or benefit under paragraph 24.1 where you (or someone else in your household) ends our agreement for the others services until the end of the minimum term where:
- 24.2.1. we're in breach of a significant term of our other agreement(s) to provide those services; or
- 24.2.2. we've made a change to our other agreement(s) that is materially disadvantageous and you've got the right to end our other agreement(s) (unless you signed up to this agreement after we told you about the change to your other agreement). Instead you will continue to receive the discount, benefit or offer from us for the remainder of your minimum term.
- 25. Upgrades**
- 25.1. If you:
- 25.1.1. upgrade from a SIM-only plan to a plan where we provide a mobile phone;
- 25.1.2. upgrade your mobile phone under paragraph 7 of the Mobile Phone Terms;
- 25.1.3. change your plan allowance under this paragraph or paragraph 8 of the Mobile Phone Terms; or
- 25.1.4. otherwise make a change to the service we provide,

we'll treat this as a change to our existing agreement (even if you agree a new minimum term).

25.2. If you're on a rolling monthly SIM-only plan you can change to a different plan allowance, you may request this at any time. The change will take place and you'll be charged from your next billing date unless we have to provide a new SIM card, where the change will take place when we activate your new SIM card.

25.3. If we provide you with a SIM only plan subject to a minimum term you can only change plan at the end of your minimum term unless we agree otherwise.

25.4. If you're moving between rolling monthly SIM-only plans you can make a change at any time. If you move to a plan with a minimum term (for example where we provide a mobile phone), you can cancel any change made under paragraph 25.1 above in accordance with paragraph 12 and move back to your previous plan (but you won't be able to cancel our entire agreement).

26. Changing these terms or our services

26.1. We may change our charges, services or the terms of our agreement:

26.1.1. if we materially change the service, or introduce new services, features or benefits (for example include more types of calls within your plan allowance);

26.1.2. to update, upgrade, enhance, or modify the service (for example to fix bugs or defects);

26.1.3. if we change the way we structure our services and the price we charge for those services;

26.1.4. if the cost to us of providing your services, or running our business increases (for example if the businesses we buy services or products from increase their prices);

26.1.5. to reflect changes in technology or technical specifications (for example if we develop new systems which provide you with a better service);

26.1.6. if our ability to provide the service in a particular area changes (for example we change our coverage in a particular area);

26.1.7. if there is a change in the law, regulation or regulatory guidance applicable to us (for example if there is a VAT increase);

26.1.8. to make the terms of our agreement clearer or easier to understand; or

26.1.9. due to any other change in circumstances in the future, that we can't predict, which means a change is necessary.

26.2. If we make changes we'll tell you by email or post at least 30 days in advance of the changes happening, except where:

26.2.1. we make a change to your plan price under paragraph 9;

26.2.2. the change is for legal or regulatory reasons under paragraph 26.1.7; or

26.2.3. it's a change that does not cause you any material disadvantage,

but we'll still let you know about the change (for example by updating this page, or publishing details on our website).

26.3. If any change is to your material disadvantage (and isn't as set out in paragraphs 26.2.1 to 26.2.2) you may end our agreement for any affected service by giving us notice of your intention to leave within 30 days of our notice. If you do so, then:

26.3.1. you won't have to pay any increased price or charge for your service during the notice period;

26.3.2. even if our agreement has a minimum term you may end our agreement for any affected service without paying any in-contract cancellation charges; and

26.3.3. we'll also end our agreement for any other service(s) that cannot be provided without the service you have chosen to end (and you won't have to pay in-contract cancellation charges for the other service(s)). This doesn't allow you to end our other agreements for completely separate services that we can continue to provide.

27. Other things we need to tell you

27.1. **Dealing with this agreement:** You accept that our agreement is just between you and us, no one else can enforce it and you can only transfer it if we agree. We can transfer our agreement to another company provided this does not adversely affect your rights under the agreement and the level of the service isn't reduced.

27.2. **Communicating with us:** If you wish to give us notice, you must do so by either:

27.2.1. phoning our customer service team; or

27.2.2. writing to Plusnet Plc, The Balance, 2 Pinfold Street, Sheffield, S1 2GU.

It's your responsibility to make sure we receive any notice you send. We may take instructions from a person who we reasonably believe is acting with your permission.

27.3. **Communicating with you:** We'll give notice to you via our website, by email or by post to the address where we provide the service. It's your responsibility to ensure we have an up-to-date email address, contact telephone number and payment details. Any notice given via a website update or by email shall be deemed to be received on the day of

transmission. Postal notices will be deemed to be received two working days after being sent.

27.4. **Unenforceable terms:** If any of our agreement is held not to apply or is not enforceable, all other paragraphs and sub-paragraphs will still apply.

27.5. **Delays:** If we delay in taking any steps under our agreement against you in respect of you breaking our agreement, that doesn't prevent us taking steps against you at a later date.

27.6. **After our agreement:** Paragraphs 9 (If you fail to pay), 12 (Cancellation period), 17 (Our responsibility to you), 18 (Complaints), 23 (After our agreement ends) and 27 (Other things we need to tell you) apply even if our agreement has ended.

27.7. **Laws and courts that apply:** English law applies to our agreement and claims between us will be brought in the English courts (unless you're a resident of Northern Ireland or Scotland when you may also bring proceedings in the appropriate local courts).

MOBILE PHONE TERMS

1. Ownership of mobile phones

1.1. We will own the mobile phone we provide you with for the first six months of the minimum term. During this time, you:

1.1.1. cannot sell or otherwise permanently give the mobile phone to anyone else;

1.1.2. must take all reasonable care of the mobile phone and keep it in reasonable condition as if you owned it;

1.1.3. must not alter, remove or replace any parts in the mobile phone unless we ask you to (for example, if we're helping you to fix a problem) or they are designed to be removed;

1.1.4. cannot remove any software restrictions imposed by the manufacturer (for example "jailbreaking" the mobile phone); or

1.1.5. cannot change or alter the mobile phone, other than installing standard software updates and apps from approved app stores (i.e. Google play or the Apple App Store) purchases.

1.2. If you fail to pay during the first six months of your minimum term, we may place the mobile phone we provide on a blacklist or remotely disable it. Both cases will stop it from being able to be used on any network within the United Kingdom, except for making emergency calls or by using Wi-Fi. We will give you notice before we do this and won't do it where you've told us you want to dispute whether a payment is due. We will remove the mobile phone from this blacklist or re-enable the mobile phone once you've paid the bill and/or any in-contract cancellation charges.

1.3. Mobile phones that we provide to you may be locked to our network. We may charge a fee to unlock your mobile phone as set out in the Mobile Price Guide.

2. Delivery of mobile phones

2.1. We'll deliver the mobile phone to the address you provided when you sign-up. We may send mobile phones by special delivery or another method where you have to sign to receive them. In such cases you're responsible for ensuring you or someone who can sign on your behalf is available.

2.2. We'll always look to deliver your mobile phone as soon as reasonably possible, but all delivery times we provide are estimates and sometimes a delivery will be delayed due to circumstances beyond our control. Where this happens, we won't be responsible for the delay.

3. What we provide

3.1. The mobile phones (and other equipment) we provide will conform to the terms of our agreement, be as described, be fit for purpose and work for a reasonable period of time if you look after them.

3.2. We are not responsible for any damage you cause. For example dropped mobile phones or where you install non-approved software or "jailbreak" your mobile phone.

4. Faulty mobile phones

4.1. We'll repair or replace faulty mobile phones as set out in our Mobile Phone Exchanges Policy and your legal rights.

4.2. You must still return a faulty mobile phone to us, even if we've already replaced it.

4.3. We may test mobiles phones returned as being faulty. If our tests show the mobile phone to be working or you've caused the damage to it, we may send it back to you and charge you our costs for testing and postage, or contact you to discuss how much it will be to repair the device.

4.4. Some mobile phones may come with a manufacturer's guarantee which you can normally find in the box with the mobile phone or on the manufacturer's website. The warranty may give you additional remedies with the manufacturer to those under our agreement if you experience a problem with the mobile phone.

5. Lost or stolen mobile phones

5.1. If your mobile phone is lost or stolen we can provide you with a new SIM card (but a charge may apply).

5.2. We'll continue to provide the service and you'll still have to pay all out-of-plan and additional charges up to the time until you tell us that the mobile phone is lost or stolen.

5.3. If you're within your minimum term when you tell us that the mobile phone is lost or stolen we'll still charge you your full monthly plan price until the end of your minimum term or in-contract termination charges.

6. Ending our agreement

6.1. If you end our agreement within the minimum term or we end our agreement within the minimum term

(unless the reason we end our agreement is because we are no longer providing the services to our customers) then:

6.1.1. during the first six months, as we still own your mobile phone, we have the choice to require you to either: (a) return the mobile phone and pay a reduced in-contract cancellation charge; or (b) pay in-contract cancellation charges as set out in our Mobile Price Guide. If we ask you to return the mobile phone and you've damaged it or done any of things we don't allow under paragraph 1.1, we may charge you for the damage, or return it to you and charge you our standard in-contract cancellation charges; or

6.1.2. after the first six months of the minimum term, you'll have to pay in-contract cancellation charges as set out in our Mobile Price Guide.

7. Upgrading to a mobile phone or updating a mobile phone

7.1. You can upgrade from a plan where we just provide a SIM card to one where we also provide a mobile phone where we agree to this. Us agreeing to this depends on certain eligibility criteria we set from time to time.

7.2. If you're within your minimum term and want to upgrade your mobile phone, you may be charged an early upgrade fee as set out in our Mobile Price Guide to do so.

8. Changing your plan allowance

8.1. If you have a mobile phone from us, you can upgrade your plan allowance to a plan that is available for the same mobile phone and minimum term and has a higher monthly plan price (excluding any offers or discounts that are applied to either your plan or the one you want to upgrade to) at any point without paying any in-contract cancellation charges or agreeing a new minimum term.

8.2. Unless we agree with you otherwise you'll only be able to downgrade to a plan with a lower plan price at the end of your minimum term.

BOLT-ON TERMS

1. What we'll provide

1.1. Where you take a bolt-on, we'll provide you with the agreed number of extra minutes, texts or data (what we call your bolt-on allowance).

1.2. Your bolt-on allowance will only last until your next billing date or until you've used it, whichever comes first. Bolt-on allowances don't roll over so if you add the bolt-on part way through your billing cycle, you will be only able to use the bolt-on allowance until your next billing date.

2. Adding a bolt-on

2.1. You can add a bolt-on at any time but it can take a few hours to activate. We'll normally send you a text letting you know when it's ready to use.

3. Charges for bolt-ons

3.1. The cost of the bolt-on will be added to your next bill.

4. Changes to bolt-ons

4.1. If we withdraw or make any change to a bolt-on, we'll give you as much notice as possible and will move you to the nearest equivalent bolt-on or allow you to cancel your bolt-on, but you won't be able to cancel your SIM card or mobile phone plan.