

# Residential Mobile Fair Usage Policy

## General Fair Usage Policy

This fair usage policy explains your usage obligations and what will happen if your usage breaches these obligations and falls outside this policy.

You must only use our mobile service for private, personal and legitimate purposes. You must not use our service for business purposes.

Sending bulk SMS messages, making an excessive number of calls to a customer base with the intent of promoting a business or service would constitute use of our services or SIM cards for business purposes, and would fall outside this Fair Usage Policy.

You must not use, or allow anyone else to use, our service or SIM cards for call forwarding services, concurrent calling, paging services, onward calling services or to contact numbers that pay a revenue share and you can't resell our services.

Making unusually high volumes of calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward from these calls would constitute use of our services or SIM cards that falls outside this Fair Usage Policy.

You must not use our service or SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

Sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited SMS messages. Furthermore, sending spam text messages would fall outside this Fair Usage Policy.

You must not use our service fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send, upload, download, use or reuse any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful.

Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside this Fair Usage Policy.

Other activities which we reasonably believe to be outside of legitimate residential use may also be subject to the terms in this Fair Usage Policy.

### **Actions we may take for breaches of fair use**

If we reasonably suspect you're not behaving within this policy, we will attempt to contact you and reserve the right to:

- ✔ impose further charges for use of our service
- ✔ temporarily suspend your sim card from use
- ✔ disconnect your SIM card

## European Union / European Economic Area Roaming Fair Usage Policy

In addition to our General Policy, which applies whilst Roaming in any country, there are additional fair usage conditions which apply while roaming in the EU / EEA.

When roaming in the EU / EEA standard calls, texts and data within the EU / EEA or back to the UK will be charged at the same rate as your tariff in the UK. For information on our mobile tariffs and call charges please visit our website [www.utilitywarehouse.co.uk/legal/tariffs](http://www.utilitywarehouse.co.uk/legal/tariffs).

This is subject to fair use for periodic travel in the EU / EEA. For example, a holiday or travelling.

The indicators we will use to determine a breach of fair use include the following observed over a four-month period:

- ✔ Long inactivity of a given SIM card in the UK and used mostly, if not exclusively, while roaming is detected through billing usage records or network location records;
- ✔ Billing usage records shows a member's mobile number is being used more than 50% of the period for roaming other than in the UK; and
- ✔ Network records shows a member's location is spent more than 50% of the period roaming other than in the UK; and
- ✔ Subscription and sequential use of multiple SIM cards by the same member while roaming.

### Actions we may take for breaches of EU / EEA roaming fair use

- ✔ If the above indicators are met we will alert you.
- ✔ If we observe your location or usage returns to the UK within 14 days we will take no further action.
- ✔ If we do not hear from you within 14 days we may apply surcharges for continued roaming use at the follow rates:

Calls	3.24 pence per minute
Texts	1 pence per text
Data	0.59 pence per mb

- ✔ The surcharges will remain in place until you return to the UK, or contact us to explain the issue.
- ✔ If we detect organised resale of SIM cards to non UK residents, or those without stable links to the UK , we may also temporarily suspend your SIM card from use until you contact us to explain the issue.

### Data Roaming Fair Usage terms

We will attempt to restrict your mobile data roaming when our billing system receives information that your data usage has reached the equivalent of 50 Euros in any country. This is to protect you from high roaming costs. We will continue to do this in the EU / EEA and you will have the ability to opt out.

- ✔ Value 3000 customers with a 10.00GB per month UK data allowance may use up to 6.60GB of that monthly data bundle in the EU / EEA whilst roaming at no extra cost. After 6.60GB is used roaming in the EU / EEA, a surcharge 0.59p per MB will apply until 10.00GB of usage. Standard out of bundle charges of 2p per MB apply thereafter whilst roaming in the EU / EEA.
- ✔ Value Prime customers with a 20.00GB per month UK data allowance may use up to 8.30GB of that monthly data bundle in the EU / EEA whilst roaming at no extra cost. After 8.30GB is used roaming in the EU / EEA, a surcharge 0.59p per MB will apply until 20.00GB of usage. Standard out of bundle charges of 2p per MB apply thereafter whilst roaming in the EU / EEA.
- ✔ ValueMax+ price plan customers who are Double Gold or Gold Talk with a 10.00GB per month UK data bundle may use up to 7.50GB of that monthly data bundle in the EU / EEA whilst roaming at no extra cost. After 7.50GB is used roaming in the EU / EEA, a surcharge 0.59p per MB will apply until 10.00GB of usage. Standard out of bundle charges of 2p per MB apply thereafter whilst roaming in the EU / EEA.

- ✔ ValueMax+ price plan customers who pay £2.50 per GB for an Extra Data bolt on may use a proportion of their bolt on per month in the EU / EEA whilst roaming per month at no extra cost. After the EU / EEA allowance is used, a surcharge 0.59p per MB will apply until the Extra Data bolt on is consumed. Standard out of bundle charge of 2p per MB apply thereafter whilst roaming in the EU / EEA.

Roaming data limits:

Price Plan	UK Data allowance (GB)	EU/EEA Data allowance (GB)
Value 3000	10.00	6.60
Value Prime	20.00	8.30
ValueMax+	4.00	4.00
ValueMax+ (Gold)	10.00	7.50

ValueMax+ Extra Data bolt on	UK Data (GB)	EU / EEA Data (GB)
1	1.00	0.85
2	2.00	1.70
3	3.00	2.55
4	4.00	3.40
5	5.00	4.25
6	6.00	5.10
7	7.00	5.95
8	8.00	6.80
9	9.00	7.65
10	10.00	8.50
11	11.00	9.35
12	12.00	10.20
13	13.00	11.05
14	14.00	11.90
15	15.00	12.75
16	16.00	13.60
17	17.00	14.45
18	18.00	15.30
19	19.00	16.15
20	20.00	17.00

## Complaints

### Our promise to you

We promise to investigate your complaint fully and provide you with a resolution in a timely manner.

We will:

- ✔ provide you with an apology
- ✔ give you a full explanation
- ✔ take appropriate actions to put things right
- ✔ arrange compensation in appropriate circumstances

If at any point during the complaints handling procedure you are unhappy with how your complaint is being handled, you may request for your complaint to undergo an internal review. You can also find free, independent advice by contacting the Citizens Advice consumer service anytime during the complaint process.

### Step 1: Registering your complaint with us

So that we can deal with your complaint, please get in touch.

Email us	<a href="mailto:memberservices@uwdc.co.uk">memberservices@uwdc.co.uk</a>
Call us	0333 777 0777 Monday to Friday 9am to 5:30pm Saturday 9am to 4:30pm
Minicom / email (deaf / speech impaired members)	0333 003 5643 <a href="mailto:deafmemberservices@uwdc.co.uk">deafmemberservices@uwdc.co.uk</a>
Write to us	Member Services Utility Warehouse Network HQ 508 Edgware Road The Hyde London NW9 5AB
Visit us	You're welcome to come to our Headquarters in London. Just contact us to book an appointment.

If you contact us by telephone we will always work to resolve your complaint within one working day. If you contact us by email or letter, we will always work to resolve this by 5pm the day after the letter or email is received.

Of course, some issues take longer to resolve; if this is the case, we'll set your expectations within the above timescales.

Most complaints are resolved at this stage. If you're not happy at any point you may ask to speak with a member of our escalations team, who may then refer to either the management team or one of our specialist teams. If your complaint isn't resolved to your satisfaction you may proceed to the next step.

## Step 2: If there's a problem with your complaint

If, after reporting your complaint through Step 1, you feel that it hasn't been satisfactorily dealt with, you may write directly to the Chief Executive's Office:

Chief Executive's Office  
Utility Warehouse  
Network HQ  
508 Edgware Road  
The Hyde  
London  
NW9 5AB

A member of that office will review your complaint and how it was handled and call you or reply to you to try to resolve it to your satisfaction. If we're unable to reach an agreement, we will write to you explaining our position and final decision.

## Step 3: If the complaint is not resolved to your satisfaction

If our Chief Executive's Office hasn't resolved your complaint to your satisfaction after eight weeks of first registering your complaint with us, or we have issued you a letter explaining our position and final decision, and you are still unhappy, then you may contact the Ombudsman Services: Communications.

Call	0330 440 1614
Text phone (deaf / speech impaired members)	0330 440 1600
Write	Ombudsman Services: Communications PO Box 730 Warrington WA4 6WU
Website	<a href="http://www.ombudsman-services.org/sectors/communications">www.ombudsman-services.org/sectors/communications</a>

If referring your case to the Ombudsman Services: Communications, you must do this within twelve months of first registering your complaint with us. They will investigate your complaint and will provide a decision. You can then choose to accept or reject their decision.

If you accept, we must act on their findings. They could ask us to provide an apology, explanation, take remedial action and provide monetary compensation in appropriate circumstances.

If you reject their decision, you may pursue your complaint elsewhere, but you will lose the right to any resolution through the Ombudsman Services: Communications.