




# TERMS AND CONDITIONS FOR BT MOBILE



 **recycle** Together we can reduce paper consumption.

© British Telecommunications plc 2017. We're registered in England at 81 Newgate Street, London EC1A 7AJ (company number 1800000). All this information was correct at time of print, April 2017.  
See our terms and conditions at [bt.com/legalstuff](http://bt.com/legalstuff)

PHME 80077

Version 2 April 2017



Please take some time to read these terms and conditions. They provide important information about the service and equipment we're providing you with. This includes how we may change the service, the agreement and the charges.

The most important parts of the terms and conditions are explained below

## COMMON QUESTIONS AND IMPORTANT TERMS

### WHAT SERVICE AM I GETTING?

We explain the details of the service, including the charges, in your order confirmation and on our website at [bt.com](http://bt.com).

We provide the service in three different ways.

- SIM Only plan, where we give you a SIM card to use in your own phone;
- Family SIM Plan, where we give you two or more SIM cards to use in phones you already have; or
- A mobile handset plan, where we give you a SIM card and a BT mobile.

When you place your order we'll agree with you which plan you should choose.

### HOW DO I USE THE SERVICE?

To use the service you'll need to put the SIM card into a BT mobile or a mobile phone which we've confirmed will work with our network.

### DO I OWN THE EQUIPMENT OR SIM CARD?

If we give you a BT mobile or any equipment to use with the service, you won't own it until you've paid your first six complete months' bills in full.

If you cancel the agreement during the cooling-off period, you'll need to return the BT mobile and any equipment we've provided. If you don't return the BT mobile and any equipment, or they are damaged, we may charge you the full original value of them.

SIM cards will always belong to us.

### WHAT NETWORK COVERAGE WILL I GET?

The service is only available where our network has coverage in the UK. You can check an estimate of our network coverage at [bt.com/coveragechecker](http://bt.com/coveragechecker). We can't guarantee that network coverage will always be available. That's because it depends on where you are and other factors outside our control (like the weather or if you're in a building with thick walls).

When you go abroad, you may be able to use 'roaming services' that allow you to use the service over other providers' networks. You might have to pay excluded from plan charges when using the service abroad. We'll set a limit on these charges each month.

### HOW LONG DOES THE SERVICE LAST AND WHEN DOES IT START?

We provide the service for a minimum amount of time (the minimum term), which is set out in your order confirmation. We might agree to a new minimum term when you ask to make changes (such as upgrades). We start providing the service on the service start date, which is also shown in your order confirmation (unless you pre-order a BT mobile, in which case we'll tell you when the service will start). We'll start charging you from the date the service starts.

If you change your mind, you can cancel the service in the cooling-off period. We explain how to do that in clause 5 of these terms and conditions.

In some circumstances you can end the service before the end of the minimum term without paying a charge for leaving early. These circumstances are explained in clause 14 of these terms and conditions.

In other circumstances, if you end the service during the minimum term, or if we end it early because you've broken the terms of the agreement, we may charge you a fee for leaving early. Unless you tell us not to, we'll take this charge from the account you have given us details of. For more information, read clause 18 of these terms and conditions or go to [bt.com/termcharges](http://bt.com/termcharges)

### WILL THE CHARGES INCREASE?

We may increase the charges at any time. Read clauses 25 and 26 of these terms and conditions for more information. If you change the service, you'll pay the charge for the new service from the day we agree it will start.

### HOW MUCH NOTICE WILL I GET IF YOU INCREASE THE CHARGES?

We'll tell you at least 30 days before we put the charges up, unless:

- There are reasons we can't give you notice;
- The change is due to a change in the law (such as a change in VAT); or
- A regulatory authority has asked us to change the charges.

Whatever the reason for the change, we'll give you as much notice as we can.

If we increase the **core service charges**, or change the charges in a way that significantly disadvantages you, we'll let you end the service early without having to pay a fee. There is more information on this in clause 22b of these terms and conditions.

### WILL THE SERVICE CHANGE?

We may change the service (including any equipment, the SIM card and service features) and the terms and conditions of the agreement at any time (even during the minimum term).

We'll tell you about any changes at least 30 days beforehand, unless there are reasons we can't. If the change puts you in a significantly worse position, you'll be able to end the agreement without paying a charge. We explain when this may happen in clause 22b of these terms and conditions.

You may also be able to change your service by contacting us.

### WHAT HAPPENS IF I BUY A NUMBER OF SERVICES OR ITEMS OF EQUIPMENT FROM YOU?

If we provide you with more than one service or item of equipment (for example, if you have more than one of BT Sport, BT TV or BT Broadband), you'll have a separate agreement for each one (and possibly for different items of equipment or service features). Make sure you read each agreement carefully. Although some of the terms are the same or very similar, each agreement has important differences.

If you're upgrading to our Family SIM Plan, these terms and conditions will apply to all of the SIM cards provided as part of that offer (so you won't have a separate agreement for each SIM and you'll pay one price for all of the SIM cards in your Family SIM Plan).

If you've bought more than one service or piece of equipment from us and you end some of them (but not all of them), you might lose any discounts or offers you had. Your charges might also go up. If this will happen we'll tell you.

### MORE INFORMATION

You can also read these terms and conditions, and our policies, at [bt.com/legalstuff](http://bt.com/legalstuff)

### HOW TO CONTACT US

Phone us on 0800 800 150. Calls are free from landlines, BT mobiles and any other phone with a BT SIM card. Calls from other mobiles cost the standard rate charged by your provider.

We record all 999 and 112 emergency calls. We may also record other calls (including marketing ones) to help us with training and to prevent identity fraud.

### COMPLAINTS

Our Customer Complaints Code tells you how to complain. You can read it at [bt.com/complaintscore](http://bt.com/complaintscore)

# TERMS AND CONDITIONS FOR BT MOBILE

You should read these terms and conditions carefully as they contain important information. Please also read our Privacy Policy at [bt.com/privacypolicy](http://bt.com/privacypolicy). It describes how we may use your personal information.

## THE BASICS

### 1 WHO WE ARE

We're British Telecommunications PLC of 81 Newgate Street, London, EC1A 7AJ. We're registered in England with company number 1800000. Everyone knows us as BT.

### 2 WHAT WORDS MEAN

Some of the words and phrases in these terms and conditions have special meanings. Those words are printed in bold wherever they have the special meanings given below.

**agreement** – the legally binding agreement between you and us for the service. The agreement is made up of the following:

- these terms and conditions
- our Tariff Guide ([bt.com/tariffguide](http://bt.com/tariffguide))
- our Price List ([bt.com/pricelist](http://bt.com/pricelist))
- our latest Privacy Policy ([bt.com/privacypolicy](http://bt.com/privacypolicy))
- our latest Acceptable Use Policy ([bt.com/acceptableuse](http://bt.com/acceptableuse))
- our latest Complaints Code ([bt.com/complaintscode](http://bt.com/complaintscode))
- the latest version of any other policy we tell you about

**BT ID** – the username we'll give you and a password that you choose for when you use the service.

**BT mobile** – any mobile phone that we provide to you as part of the **BT Mobile Phone Plan**, including any other device we provide for you to use the service with our **SIM card**.

**BT Mobile Family SIM Plan** – a mobile-phone plan for a set price that covers various **SIM cards** (with each **SIM** having a set amount of minutes, text messages and data) for use with your **own phones**.

**BT Mobile Family SIM Plan user** – each person using a **SIM card** provided as part of your **BT Mobile Family SIM Plan** (who you may choose to delegate access to on an individual basis).

**BT Mobile Phone Plan** – a mobile-phone plan for a set price that includes:

- the amount of data, minutes and texts you can use each month; and
- a **BT mobile** and **SIM card** to use the service.

**BT Mobile SIM Only Plan** – a mobile-phone plan for a set price where we give you a **SIM card** that includes the amount of data, minutes and texts you can use each month with your **own phone**.

**charges** – the fees you pay for the service and any **service features**. They're shown in your **order confirmation**, along with anything else you need to pay (like any connection or activation fees) under the agreement. They include the **core service charges**, any deposit we ask for and any **out-of-plan charges** and **excluded from plan charges**.

**cooling-off period** – the period from the date the agreement is made until 14 days after:

- the day after the **equipment** (if any) and **SIM card** (if any) are delivered;
- the **service start date**; or
- the day you receive your **order confirmation**;

whichever is latest.

**core service charges** – your basic plan charge for your **BT Mobile SIM Only Plan**, **BT Mobile Family SIM Plan** or **BT Mobile Phone Plan**.

**equipment** – the **BT mobile** and any goods that we provide under the agreement (like phone chargers, headphones or cases), but not including the **SIM card**.

**excluded from plan charges** – any extra charges for services that might be available to you or your **BT Mobile Family SIM Plan** users but which aren't included in the basic plan charge for your **BT Mobile SIM Only Plan**, **BT Mobile Family SIM Plan** or **BT Mobile Phone Plan**. For example, roaming, international calling, multimedia messages (MMS), premium-rate services and calls to premium-rate numbers.

**Family SIM Plan cancellation period** – means the period from the date we accept your order for the **BT Mobile Family SIM Plan** until 14 days after:

- the day after the **equipment** (if any) and **SIM cards** are delivered;
- the **service start date**; or
- the day you receive your **order confirmation**;

whichever is latest.

**handset cancellation period** – the period from the date we accept your order for the **BT Mobile Phone Plan** until 14 days after:

- the day after the **BT mobile** and **SIM cards** (if any) are delivered;
- the **service start date**; or
- the day you get your **order confirmation** for the **BT Mobile Phone Plan**;

whichever is latest.

**minimum term** – any initial or later period you've agreed to pay for the service for, as shown in your **order confirmation**.

**order confirmation** – the letter, email or other method of communication we send you after your order for the service. It confirms important things like the description of the service, the **minimum term** and the **charges**.

**out-of-plan charges** – any extra charges arising when you or your **BT Mobile Family SIM Plan** users go over the monthly allowance of data, minutes, and texts included in your **BT Mobile SIM Only Plan**, **BT Mobile Family SIM Plan** or **BT Mobile Phone Plan**.

**own phone** – a mobile phone that you already own or have bought separately to use with the **BT Mobile SIM Only Plan** or **BT Mobile Family SIM Plan**.

**PAC** – a unique code you need to move your mobile-phone number from one provider to another.

**service features** – any products, features, functions or add-ons we provide on top of or as part of the service. **Service features** might have extra terms and conditions that you will have to keep to.

**service start date** – one of the following dates, whichever is appropriate:

- If you're a new **BT Mobile** customer, it's:
  - one **working day** after the date we post the **SIM card** and any **equipment** to you; or
  - the date you start to use the service;

whichever is earlier.

- If you've upgraded from the **BT Mobile SIM Only Plan** to the **BT Mobile Phone Plan**, it's one **working day** after the date we post your **equipment** and **SIM card** (if any) to you.

- If you've upgraded from the **BT Mobile SIM Only Plan** to the **BT Mobile Family SIM Plan**, it's:

- the date we make the service available to you (which is one **working day** after the date we post each **SIM card** to you); or
- the date you start to use the service;

whichever is earlier.

- If you're moving to us from another provider, it's:

- the date we use your PAC code to move the service; or
- one working day after the date we post your equipment and SIM card (if any) to you;

whichever is later.

**SIM cards** – the SIM cards we provide to you so you can use the service. We'll always own the SIM cards.

**the service** – the BT Mobile service (as described in clause 6) including any SIM cards and any service features you choose. We provide the service as:

- the BT Mobile SIM Only Plan;
- the BT Mobile Family SIM Plan; or
- the BT Mobile Phone Plan;

as shown on your order confirmation, your bill and your My BT account.

**working days** – Monday to Friday, except bank holidays and public holidays.

### 3 WHAT ARE THESE TERMS AND CONDITIONS FOR?

- These are the terms and conditions which apply to the service from the date we accept your order.
- If we provide you with another service (like BT Sport, BT TV or BT Broadband), you'll have a separate agreement for each service. Make sure you read each agreement carefully. Although some of the terms are the same or very similar, each service has important differences.
- There is a separate agreement for each mobile-phone plan (so if you have two BT mobiles you'll have two separate agreements). But the BT Mobile Family SIM Plan will only have one agreement (so the agreement will apply to all of the SIM cards provided as part of that plan).

### 4 WHEN THE SERVICE STARTS AND HOW LONG IT LASTS

- The service starts on the service start date shown in your order confirmation (unless you pre-order a BT mobile, in which case, we'll tell you separately).
- Unless you change your mind and cancel in the cooling-off period, the service will last for at least the minimum term. It'll then carry on after the minimum term unless:
  - you end the service in a way set out in clauses 14b to 14e; or
  - we end the service in line with clause 15.

We might also agree a new minimum term during or after your initial minimum term (for example, if you upgrade or take up one of our offers). We'll always tell you beforehand if there needs to be a new minimum term.

- If you want to end the service before its minimum term has ended, or if we end it in line with clauses 15b(iii) to (xiv), you might have to pay us a charge for leaving early. Also, if we've given you equipment at a reduced price or for free in return for taking the service for the minimum term, we may charge you the full price for that equipment. See clauses 5e and 18 for details.

### 5 YOU CAN CHANGE YOUR MIND

- You can change your mind and cancel the service within the cooling-off period. If you have the BT Mobile Family SIM Plan and you cancel during the cooling-off period, you will be cancelling all the SIM cards we have provided as part of the BT Mobile Family SIM Plan.
- If you upgrade:
  - from the BT Mobile SIM Only Plan to the BT Mobile Phone Plan; or
  - from the BT Mobile SIM Only Plan to the BT Mobile Family SIM Plan;
 we treat this as a change to the service. This means that you won't need a new agreement – this one will still apply. But you will have a new minimum term for the service and a new handset cancellation period or family SIM plan cancellation period (as appropriate) for the equipment.
- If you have upgraded from the BT Mobile SIM Only Plan but you then cancel the BT Mobile Phone Plan during the handset cancellation period or cancel the BT Mobile Family SIM Plan during the family SIM plan cancellation period (as appropriate), once you've sent back the SIM cards and equipment (if any), you'll go back to the BT Mobile SIM Only Plan for the rest of your original

**BT Mobile SIM Only Plan minimum term.** If you don't send the SIM cards and equipment back, you'll have to pay the full price for them, as described in clause 5e(ii).

- If we've already started providing the service by the time you cancel it, you'll have to pay us the full cost of the service you've had (which means we won't take into account any discounts or free offers), including charges for using the service and connection or activation fees.
- If you cancel the service within the cooling-off period and we've given you any equipment (or any other accessories or free gifts), or if you cancel your BT Mobile Phone Plan within your handset cancellation period, the agreement won't end until you've returned the equipment (and any accessories or free gifts) to us. The following will also apply:
  - You must return the equipment to us (in the original packaging) within 14 days of cancelling the service. Unless the equipment is faulty or not as we described, you must pay the costs of sending it back. We'll send you some packaging once you ask us to cancel. You should get this in a couple of working days. When you return the equipment, we recommend you get proof of postage as you'll be responsible if it gets lost or damaged in the post.
  - If you don't return the equipment within 14 days, you'll have to pay the full value which might mean paying the difference between the actual value and any discount you got. The amounts we may charge are shown in our Tariff Guide at [bt.com/tariffguide](http://bt.com/tariffguide)
  - Once we get the equipment back (or see evidence that you've posted it to us), we'll refund what you've already paid for it (if anything). We might charge you, reduce the amount of the refund or choose not to give you a refund at all if we think the equipment is worth less because it's been used or damaged, or if it's lost or damaged on the way back to us. Details of those charges are shown in our Tariff Guide at [bt.com/tariffguide](http://bt.com/tariffguide)
- If you have upgraded from the BT Mobile SIM Only Plan to the BT Mobile Phone Plan, then you cancel the BT Mobile Phone Plan during your handset cancellation period. You won't go back to the BT Mobile SIM Only Plan until we've had the equipment back as explained in clause 5.
- If you cancel the service within the cooling-off period, you must return the SIM cards, at your expense, if we ask you to. We won't send you any packaging for that.
- If you cancel the service within the cooling-off period and we haven't given you any equipment, the service will end when you call us to cancel. The agreement will then end when you've paid us anything you owe. If you have a BT Mobile Family SIM Plan, all of your SIM cards under that plan will end at the same time. If you want to move to another provider and would like to keep the same number, please see clause 16b.

## THE SERVICE

### 6 HOW YOU CAN USE THE SERVICE

- The service is just for you or your friends and family to use for your and their personal use (meaning that it shouldn't be used for any trade, business or profession). You're responsible for how the service, SIM cards and equipment are used.
- You must not sell on or otherwise distribute our service. To make sure our service isn't being misused:
  - you can't have more than 10 SIM cards registered at your address; and
  - no more than five SIM cards can be registered to the BT Mobile Family SIM Plan at any one time; and
  - you must not use more than one SIM card in the same BT mobile or own phone in any month, unless we've provided a replacement SIM card for any reason.
- You agree that you'll do the following in connection with the service and any equipment:
  - Follow any reasonable instructions we give you about the service, the SIM cards and any equipment, and help us run our security checks.
  - Get any permission we need to provide the service.
  - Tell us if you change your name, address, phone number, email address, payment details or anything else we might need to know about.
  - Do everything you can to keep your BT ID username and password private and stop anyone

else from using them. You should also keep your bill and account details safe from fraudsters. There is guidance on this at [bt.com/scams](https://www.bt.com/scams)

- (v) Tell us straight away, and change your **BT ID** password, if you think or know that someone else knows your **BT ID** username and password.
  - (vi) Only use the log-in details we give you to access BT services (like BT Sport and BT Wi-Fi) from a **BT mobile or own phone** that uses a **SIM card**. You mustn't use your log-in details to access other BT services on other devices (for example, like Chromecast and Airplay).
  - (vii) Use **the service, SIM cards** and any **equipment** legally (in line with all laws, regulations and rules in force in England and Wales, Scotland or Northern Ireland, as appropriate).
  - (viii) Not do anything which might have a negative effect on:
    - our systems, networks, servers or security;
    - other customers' services or equipment;
    - other customers' security; or
    - any other person's or business's systems, networks or security.
  - (ix) Not do anything that breaks our, or anyone else's, intellectual property rights (rights to plans, ideas, or other non-physical assets). That means you can't share protected material like an image, music or video file without permission from the copyright owner.
- d You must not use **the service, SIM cards** or **equipment**, or allow them to be used with or for the following:
- (i) For automatic communication between two devices (sometimes known as 'machine to machine communication' or 'M2M') unless it's for your personal use. For example, you mustn't put a **SIM card** into any smart appliance, like a thermostat or connected vehicle.
  - (ii) With any device that routes, re-routes, forwards or diverts calls, data, texts, multimedia messages or other services to or from our network in order to avoid **charges**, make money or for any other purpose. These types of devices include a 'GSM gateway', 'SIM box' or a 'repeater'.
  - (iii) With equipment that we haven't authorised, including:
    - mobile broadband devices such as dongles or USB modems;
    - mobile Wi-Fi devices that use our service to connect other Wi-Fi-enabled devices; or
    - any device that uses a **SIM card** but isn't a mobile phone, and which might get access to our Wi-Fi network or the internet.
- e You're responsible for keeping the **SIM cards** and any **equipment** safe. If you think or know that a **SIM card** or **equipment** has been lost or stolen, phone us straight away on 0800 800 150. We'll then temporarily stop **the service**. If you find the **SIM card** or **equipment**, phone us again and we'll switch **the service** back on. If you can't find the **SIM card** or think it has been stolen, just ask us and we'll send you a new one within five days (you'll just need to activate it when you get it).
- We're not responsible for any lost or stolen **equipment**. So if you want to use a replacement SIM we have sent you, you'll need an **own phone** that we've approved to use with our **service**. You're responsible for all **charges** on your account up to when you tell us the **SIM card** or any **equipment** is missing. If you have the **BT Mobile Phone Plan** and don't own the **equipment**, you're still responsible for it. So you may also have to pay us **charges** for the **equipment** after you tell us it's missing. Read clause 29c to see if you own the **equipment**.
- f If we reasonably believe you haven't used the **service, SIM cards** or **equipment** properly, or have let someone else misuse it, you might have to pay us for any loss or damage we suffer as a result. Read more about this in our Acceptable Use Policy at [bt.com/acceptableuse](https://www.bt.com/acceptableuse)
- g You mustn't give your BT Wi-Fi log-in details to anyone else. If we believe you have shared them, or have accessed (or allowed someone else to access) BT Wi-Fi from a device that's not a compatible **BT mobile** or **own phone** that uses a **SIM card**, we may suspend or end your access to BT Wi-Fi. If you're a **BT Mobile Family SIM Plan** customer you can give your **BT Mobile Family SIM Plan** users access to the BT Wi-Fi service through their own **SIM cards**, but they will need to set up their own BT ID to do this.

## 7 USAGE ALLOWANCES

- a Your **service** might have a monthly usage allowance. Each SIM in the **BT Mobile Family SIM Plan** will have the same monthly usage allowance, but individual SIMs can get 'add-ons' (extra data, minutes or texts). If you or your **BT Mobile Family SIM Plan** users go over the allowance, we'll charge you for the extra you have used. Details of the **out-of-plan charges** are shown in our Tariff Guide at [bt.com/tariffguide](https://www.bt.com/tariffguide)
- b You can keep an eye on your allowance and what you're using on each SIM with the BT Mobile App (if it's available on your **BT mobile** or **own phone**). Or you can check your account at [bt.com/mymobile](https://www.bt.com/mymobile). You can also control the use of the **SIM cards** within the **BT Mobile Family SIM Plan** here too.
- c We'll send a text to each **SIM card** when most of the monthly allowance on that **SIM card** has been used, unless you're using the **SIM card** in a device that can't get texts. You can check the usage of individual **SIM cards** we have provided under the **BT Mobile Family SIM Plan** at [bt.com/mymobile](https://www.bt.com/mymobile)
- d We'll set a limit for the amount of **out-of-plan charges** and **excluded from plan charges** you can get each month on each **SIM card**. You can change that limit at [bt.com/mymobile](https://www.bt.com/mymobile). If you go over it, we might agree an increased limit with you or restrict **the service** until your next billing date.
- e We'll reset your allowance each month. Any data, minutes, or texts you don't use won't be carried over.
- f If you get any other BT service (for example, BT TV or BT Sport) that you can get access to on your **BT mobile** or **own phone** that uses a **SIM card**, it might count towards the data allowance you get with your **BT Mobile SIM Only Plan, BT Mobile Phone Plan** or **BT Mobile Family SIM Plan**.

## 8 ROAMING

- a Your usage allowance only applies when using your **BT mobile** or **own phone** in the UK. When you use it abroad, you may have to pay **excluded from plan charges** at the roaming rate shown in our Tariff Guide at [bt.com/tariffguide](https://www.bt.com/tariffguide). You're also responsible for the **excluded from plan charges** your **BT Mobile Family SIM Plan** users run up while abroad.
- b You can use **the service** in certain countries outside the UK, but you mustn't use it just in countries outside the UK. You can find the list of countries where you can use **the service** at [bt.com/help/mobile](https://www.bt.com/help/mobile). If you're using **the service** outside the UK, you're using networks provided by someone else. This means that the quality and coverage is out of our control. Foreign laws, regulations and rules will also apply, and you must keep to them. **Charges** for using **the service** abroad are not included in your **BT Mobile SIM Only Plan, BT Mobile Phone Plan** or **BT Mobile Family SIM Plan**.
- c Remember, if you're close to a country's border you might accidentally start using another network. If you do, you'll be charged the roaming charges shown in our Tariff Guide at [bt.com/tariffguide](https://www.bt.com/tariffguide). If you live close to a border with another country (like in Dover or Northern Ireland), we recommend that you switch off roaming when you're not using your **BT mobile** or **own phone** abroad.

## 9 EMERGENCY SERVICES

If you're in an area of our network that has coverage in the UK, you can call the emergency services for free on 999 or 112 from your **BT mobile** or **own phone** that uses a **SIM card**. If you're in an area where we don't have coverage, your **BT mobile** or **own phone** will automatically connect to someone else's network if they have coverage. The emergency services may be able to see your location, depending on what phone you've got and the settings you've switched on at the time. If you need to call the emergency services while abroad, call 112 (which is a recognised emergency number in many countries) or the local emergency-services number.

## 10 SETTING UP YOUR SERVICE

- a If you have the **BT Mobile SIM Only Plan** or the **BT Mobile Family SIM Plan**, the following will apply:
  - (i) **Equipment** isn't included in the **agreement**.
  - (ii) You'll need an **own phone** that we've approved for use with our **service**. You'll need to make sure your **own phone** has the features you want. If your **own phone** isn't compatible, our **SIM card** might not fit, could damage the phone or you might not be able to make emergency calls. Take care when you put our **SIM card** into your **own phone** (and let us know if it doesn't fit so we can send you another one).



- (iii) If you have an **own phone** you bought from someone else, it might be locked to another network. You'll need to get it unlocked before you can use our **SIM card** in it. We're not responsible for this or for the cost of getting it done.
- b If you have the **BT Mobile SIM Only Plan** or the **BT Mobile Family SIM Plan**, you'll need to do the following:
  - (i) Activate the **SIM card**. It might take up to three hours after you do this for the **service** to start working. If this is the first time you've had a BT mobile-phone plan, we'll activate the **SIM card** before we send it to you.
  - (ii) Set up your **own phone** in line with our settings.
  - (iii) Put the **SIM card** into your phone.
- c There are more instructions on these steps in your **order confirmation** and at [bt.com/help/mobile](https://bt.com/help/mobile)
- d **Moving from another provider** – If you have a mobile-phone number from another provider, you can ask us to move it to your new **SIM card**. We'll need your **PAC code**, which you can get from your old provider. We'll then move your mobile-phone number for free and tell you when it's done. You're entitled to reasonable compensation if there's a delay or something goes wrong that's our fault. And your old provider might charge you until we use your **PAC code** to move your number. We're not responsible for those charges, but we might pay you any amounts you lose as a result of something that is our fault. Read clause 20 for more information.
- e **Moving existing SIMs to your BT Mobile Family SIM Plan** – Your friends or family who are on BT Mobile can join your **BT Mobile Family SIM Plan**. They will become **BT Mobile Family SIM Plan users**. Each **BT Mobile Family SIM Plan user** will have to transfer their existing mobile-phone number to you and their **SIM** will be on your account. If any new **BT Mobile Family SIM Plan user** is in the minimum term of their **BT Mobile Phone Plan**, they may have to pay a fee for leaving their plan early. If this is the case, we'll tell them about this when they ask to transfer to your **BT Mobile Family SIM Plan**. If someone you ask to join your **BT Mobile Family SIM Plan** has a mobile-phone number from another provider, you'll need to buy a new **SIM card** from us and give us that person's **PAC code** so that we can transfer their mobile-phone number to the new **SIM card**.

## 11 WHAT WE HAVE TO DO FOR YOU

- a We'll deliver the **SIM cards** and any **equipment** you've ordered to your **address**.
- b We may take instructions from a person who we have good reason to believe has your permission to deal with us. You can give your **BT Mobile Family SIM Plan users** full control of their own **SIM card**. If you do this, your **BT Mobile Family SIM Plan user** will be able to run up **charges** and make decisions on your behalf (but only in connection with their own **SIM card**). You'll always be responsible for the **charges** run up by your **BT Mobile Family SIM Plan users**.
- c If you're a new BT Mobile customer, or if you're adding new **SIM cards** to your **BT Mobile Family SIM Plan**, we'll give you a mobile-phone number (unless you're moving your number from another provider).
- d We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of the **service** and the **equipment** we use to provide it, we can't guarantee that it'll be available all the time. For example, the **service** could be affected by things such as bad weather, geography, physical obstructions, being in a building with thick walls, lots of people using our network at the same time, repair or maintenance work and other situations out of our reasonable control.
- e The **service** is only available where our network has coverage, so you won't be able to get it everywhere in the UK. The **service** might also vary depending on where you are and what network equipment we have in that area. Our coverage checker at [bt.com/coveragechecker](https://bt.com/coveragechecker) gives an estimate of what coverage is available, but we can't guarantee it's always accurate or up to date.
- f Sometimes there are faults in our network. We'll fix them as soon as we can. Clause 19 explains what you can do if there is a fault.
- g Occasionally we might have to interrupt, change or temporarily suspend some or all of the **service** to maintain, upgrade or repair the network. If we do, we'll try to get the network up and running again as quickly as we can.
- h In exceptional circumstances, we, our partners or people who manage our network might have to do things to manage our network's performance. Please read the policy at [bt.com/broadbandusagepolicy](https://bt.com/broadbandusagepolicy)

- i If we know or believe that any of your devices (including the **BT mobile, own phone** or **SIM cards**) have been infected by malware (software designed to disrupt or damage a computer system, like a computer virus), or if any of your devices try to get access to a malicious website (a website that attempts to install malware), we may take action. That might mean putting software onto our network to stop the spread of that malware on our network or prevent your devices from going to the malicious website.

## PAYMENTS

### 12 PAYING WHAT YOU OWE US

- a You must pay the **charges** for the **service**, whether you use them or someone else does. This includes all the **charges** run up by **BT Mobile Family SIM Plan users** as part of your **BT Mobile Family SIM Plan**.
- b If we ask you to, you must pay us a deposit for the **service**. We'll tell you why we need a deposit and how much it is before you confirm your order.
- c You must pay the **charges** by Direct Debit.
- d We'll normally bill you each month. But if you've used your **BT mobile** or **own phone** outside the UK, it might take up to three months for us to bill you for that use.
- e You will get your bills online at [bt.com/youraccount](https://bt.com/youraccount). If you'd like paper bills, please ask us. We may charge you for paper bills, but we'll tell you about this when you ask.
- f You must pay any bills as soon as you get them, unless we agree otherwise.
- g If you genuinely think we've made a mistake on your bill, tell us straight away. We won't suspend or end the **service** while we look into the matter. You must pay the amount you agree that you owe.
- h If you don't pay your bill, we'll phone you or send you a reminder. If you still haven't paid the bill seven calendar days after our reminder, we may add a late-payment charge to your next bill. You may also have to pay us compensation if a direct debit or cheque bounces because you don't have enough money in your account. These **charges** are shown in the Tariff Guide at [bt.com/tariffguide](https://bt.com/tariffguide)
- i If you don't pay a bill, we won't normally suspend or end the **service** until 21 days after the date your payment was due. However, if this isn't the first time you haven't paid a bill on time, we may suspend or end the **service** earlier.
- j If you don't pay your bill, we may give details, including your personal information, to a debt-collection agency and ask them to collect the payment for us. If we do, you'll have to pay an extra charge to compensate us. The charge won't be more than the amount we have to pay to the debt-collection agency, who will add the charge to your debt. VAT will not be added to any extra charge put on your bill. We might also transfer your debt to any other business (in which case, your personal information will also be transferred) who may then try to recover the amount in a way it considers suitable. This clause 12j applies even after your **agreement** with us has ended.
- k By agreeing to take the **service** from us, you are also agreeing to us sharing information about your payments with reputable credit-reference agencies like Experian and Equifax. If we do this, we'll share this information in line with data protection laws.
- l We will take any amount you owe us from the bank account or credit-card account you have given us details of, unless you tell us otherwise. By entering into the **agreement**, you're letting us do this.

### 13 EXTRA CHARGES

- a The **BT Mobile SIM Only Plan**, **BT Mobile Phone Plan** and **BT Mobile Family SIM Plan** each have a monthly allowance of data, minutes and texts to UK landline and mobile numbers. If you or any **BT Mobile Family SIM Plan user** goes over your allowance, we'll charge you **out-of-plan charges** at the rates shown in the Tariff Guide at [bt.com/tariffguide](https://bt.com/tariffguide)
- b Some of our services (like roaming, international calls, multimedia messages and premium-rate services) aren't included in your allowance. We call those **excluded from plan charges**. These charges are set out in our Tariff Guide at [bt.com/tariffguide](https://bt.com/tariffguide)
- c Every **SIM card** within your **BT Mobile Family SIM Plan** will have the same monthly allowance of data, minutes and texts. But if a **BT Mobile Family SIM Plan user** buys an add-on, this add-on will apply only to their **SIM card**. You will always be responsible for paying for all add-ons.

## ENDING THE SERVICE

### 14 WHEN YOU CAN END THE SERVICE

- a If you change your mind about **the service**, you can cancel **the service** during the **cooling-off period**, as explained in clause 5. You won't have to pay a fee for cancelling early.
- b You can cancel **the service** at any time, by giving us 30 days' notice, if we've changed the core **service charges**, **the service**, the **charges** or these terms and conditions as shown in clause 22b. In this case you won't have to pay a fee for leaving early (see clause 18).
- c You can cancel **the service** at any time:
  - if you're moving your number to another provider through a switching process (see clause 16a for more details); or
  - by giving us 30 days' notice if you're ending **the service** for any other reason (see clause 16b for more details).If you're within your **minimum term** for **the service** when you cancel, you may have to pay a fee for leaving early in line with clause 18.
- d You can cancel **the service** at any time if we break a significant term of the **agreement**. In this case you won't have to pay a fee for leaving early.
- e If you end **the service** in line with clause 27a, when we move you to another **service** you won't have to pay a fee for leaving early.
- f You can cancel a **service feature** whenever you like. Just give us 30 days' notice.
- g You can cancel any **SIM card** within your **BT Mobile Family SIM Plan** at any time by giving 30 days' notice. If you cancel the last **SIM card** within your **BT Mobile Family SIM Plan** when you are still in the **minimum term**, you may have to pay a charge for leaving early.

### 15 WHEN WE MAY RESTRICT, SUSPEND OR END THE SERVICE

- a We may stop providing **the service** at any time by giving you at least 30 days' written notice.
- b If you break the **agreement**, we'll normally let you try to put things right within a reasonable time. But we may immediately limit, suspend (in part or fully) or end **the service**, as well as disabling any **equipment** and **SIM cards** (which can include individual **SIM cards** within your **BT Mobile Family SIM Plan**) while you put things right. We may also, after giving you notice, limit, suspend or end **the service**, and disable any **equipment** and **SIM cards**, if any of the following apply:
  - (i) We have to end the **agreement** by law or in line with any regulation, or because the emergency services or a government authority has asked us to.
  - (ii) We can no longer provide **the service** (or part of it), or we have suspended or restricted a related service.
  - (iii) You or anyone who uses **the service**, a **SIM card** or any **equipment** breaks the **agreement** and you don't put things right in a reasonable time.
  - (iv) You or anyone who uses **the service**, a **SIM card** or any **equipment** seriously misuses **the service** or breaks the **agreement**.
  - (v) You or anyone else using **the service** acts towards our staff or agents in a way which we believe is unsuitable or serious enough to justify suspending or ending **the service**.
  - (vi) You don't pay for **the service** (as described at the end of clause 12i) or you pay in a way other than how we've agreed with you.
  - (vii) You cancel your Direct Debit and we haven't agreed another way you can pay.
  - (viii) We suspect fraud or any other unauthorised activity.
  - (ix) It's reasonable for us to do so to protect our network and maintain a high-quality service.
  - (x) Your usage is significantly different to what we'd expect from the average customer.
  - (xi) You haven't used **the service** within 12 months of activating the **SIM card**.
  - (xii) You significantly break any other agreement you have with us and don't put things right within a reasonable time.

(xiii) You use **the service** for any trade, business or profession.

(xiv) We have good reason to believe that you're using **the service** in a way that goes against **the agreement**.

- c If we suspect there's been, or is likely to be, a security incident, we may suspend your **BT ID** username to protect your account. We'll ask you to change your password before letting you log back in.
- d If we suspend or end **the service**, we'll tell you what you need to do to restore it.
- e If you're within your **minimum term** when we tell you that we'll end **the service** and the **agreement** for any reason shown in clauses 15b(iii) to (xiv), you'll have to pay a charge in line with clause 18.
- f If we suspend or end **the service** for any reason shown in clauses 15b(iii) to (xiv):
  - we may charge a fee for starting **the service** again; and
  - you may have to pay the **charges** for **the service** while it's suspended, up until **the service** ends.You'll still be able to call the emergency services, unless they or another government authority has asked us to suspend **the service**.
- g If you break the **agreement** and we do not take action, we can still take action at a later date.
- h If you or we end **the service** and the **agreement**, we'll give you a refund of any amounts you've paid upfront. But first we'll take off anything you owe in connection with **the service**, any **equipment** or any other **agreement** between us.

### 16 WHEN THE SERVICE ENDS

- a If you're switching to another provider you can move your mobile-phone number over too. If you switch after the **cooling-off period** you must tell us in line with clause 14c. You'll need to ask us for your **PAC** code, which you should then give to your new provider within 30 days. If you don't give it to them, or they don't use it within 30 days, you'll need to ask us for a new one. Your new provider will organise the move. We'll carry on providing **the service** to all **SIM cards**, and you'll have to pay us the **charges**, until the mobile-phone number moves. Once the mobile-phone number has moved, **the service** for that specific **SIM card** will end. In the case of **BT Mobile Family SIM Plan** customers, when one number is switched all the remaining **SIM cards** will continue. Once the last mobile-phone number has moved, **the service** will end. However, the **agreement** will not end until you've paid everything you owe us.
- b Except where you change your mind and cancel **the service** and any **equipment** within the **cooling-off period**, if you're not moving to a new provider, each cancelled **SIM card** will stop at the end of your current billing cycle. So if you normally get your bill on the last day of the month, **the service** will end then too. For the **BT Mobile Family SIM Plan**, **the service** and the **agreement** will continue until you've cancelled the last remaining **SIM card** within the plan. You can ask us for a **PAC** code during the 30-day notice period for cancelling an individual **SIM card**, but after then we won't be able to give you one. Once **the service** has ended, the **agreement** will end when you've paid everything you owe us.

### 17 WHEN YOU GET OTHER SERVICES OR EQUIPMENT FROM US

- a We often sell a number of services together. We might give a discount, benefit or offer if you (or someone in your home) take more than one service from us. If you get any of these discounts, benefits or offers and then end any of the other services, we may have to increase the **charges** for **the service**. If that's the case, we'll tell you when you (or someone else) contact us to end the other service. However, we won't increase the **charges** and you'll keep getting the discount, benefit or offer during the rest of your **minimum term** if:
  - you or someone else in your house ends one of the other services as described in clauses 14b, 14d and 14e; or
  - you end the BT Broadband service because of a change to it which gives you the right to leave.
- b If you're using any **service features**, they may end on the day the **agreement** ends.

## 18 CHARGES FOR ENDING THE AGREEMENT EARLY

- a You'll have to pay us a fee for ending the **agreement** early if:
- you end **the service** during the **minimum term**, except in the circumstances shown in clause 18b below; or
  - we end **the service** during the **minimum term** in line with clauses 15b(iii) to (xiv).
- b You won't have to pay a fee for ending the **agreement** early if you end the service:
- within the **cooling-off period**, in line with clause 14a;
  - after we have made changes described in clause 22b;
  - because we have broken a significant term of the **agreement**, as described in clause 14d; or
  - when we move you to another **service**, in line with clause 27a.
- c The amount we charge will be the total amount of **core service charges** you'd have paid if you stayed with us for the whole **minimum term**, minus any costs we save from you leaving early. There's more information on these **charges**, including tables showing how much you're charged for each month left on your **minimum term**, at [bt.com/termcharges](http://bt.com/termcharges)

## IF SOMETHING GOES WRONG

### 19 WHAT YOU CAN DO WHEN WE DON'T KEEP OUR PROMISES

- a If you have a problem with **the service**, **SIM cards** or **equipment**, you may have a few legal options. For example, you might have the right to a repair, replacement or even a refund. For more information about these rights, visit [adviceguide.org.uk](http://adviceguide.org.uk)
- b If we've caused a problem with **the service**, and you ask us to, we may pay you back for:
- loss of service, which we'll work out using your daily **charges** and the number of days **the service** was affected by the problem; and
  - any of your losses that we could have reasonably foreseen as a result of us breaking the **agreement**, except for amounts set out in clause 20. (If you claim your losses, we'll ask you to show us proof of your loss.)
- VAT won't be added to any amount we agree you're due.
- c If you have the **BT Mobile Phone Plan**, the **equipment** might have a manufacturer's guarantee. It'll be in the box that the **equipment** comes in or on the manufacturer's website. The warranty might give you extra legal options if you have a problem with the **equipment**.

### 20 WHAT WE'RE NOT RESPONSIBLE FOR AND LIMITS ON OUR LIABILITY

- a If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent misrepresentation or any other liability that the law does not allow us to exclude or limit.
- b We accept responsibility for loss of or damage to your physical property arising from our negligence. We'll pay up to £100,000 in total for any one event or series of connected events arising in any 12-month period.
- c Apart from responsibility we accept under clauses 20a and 20b, we won't pay you more than a total of £5,000 in compensation in any 12-month period.
- d Apart from responsibility we accept under clauses 20a and 20b, we're not responsible to you for the following:
- (i) Any delay or failure caused by something beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by a government or other public authority, or strikes and other industrial action.
  - (ii) You breaking the **agreement**.
  - (iii) Any loss you suffer caused by you using **the service**, **equipment** or **SIM card** in a way that breaks the **agreement**.
  - (iv) Any commercial or business loss.

- (v) Any loss or damage caused by viruses or the unauthorised use of, or attempts to access, **the service**, **the SIM cards**, **the equipment** or any of your devices.
- (vi) Any loss, corruption or release of data or information.
- (vii) Loss or damage arising as a result of you using any equipment or hardware we haven't supplied.
- (viii) Any content, goods or services that are provided by a third party and that you (or anybody you allow to use **the service**, **the SIM cards** or **equipment**) may get access to or buy using **the service**, **the SIM cards** or **equipment**.
- (ix) Calls or messages that you don't receive because your **BT mobile** or **own phone** is faulty (unless this is because of our fault or neglect), switched off or in an area with no coverage.
- (x) Losses which we couldn't have reasonably have expected or which we couldn't have considered when entering into the **agreement**.

### 21 RETURNING FAULTY SIM CARDS AND EQUIPMENT

- a If you think any **SIM card** or **equipment** is faulty, please tell us.
- b Unless we agree otherwise, you must return any **equipment** or **SIM card** that you tell us is faulty, or which needs to be fixed or replaced (for example, if the **SIM card** is out of date or needs an upgrade, or your **BT mobile** is faulty). We'll give you pre-paid packaging to do this (unless you're only sending back a **SIM card**). Legal options may be available to you (for example, you may have a right to reject any **equipment** or to a repair or replacement). We'll fix or replace the **equipment**, unless you're exercising your right to reject the **equipment**. For more information, go to [adviceguide.org.uk](http://adviceguide.org.uk).
- c We may test any **equipment** you tell us is faulty. If we find it isn't faulty, we may return it to you or replace it.
- d We won't send any replacements until we've got the **equipment** we're expecting you to return.
- e Any replacement **equipment** we send will be new or 'as new' (which is second-hand **equipment** we've refurbished).

## CHANGES WE MAY MAKE

### 22 HOW WE CAN CHANGE THE SERVICE, A SERVICE FEATURE, A SIM CARD, CHARGES AND THE TERMS AND CONDITIONS OF THE AGREEMENT

- a We may change **the service**, a **service feature**, a **SIM card**, **charges** and the terms and conditions of the **agreement** at any time for the reasons listed in clauses 23 to 26.
- b Apart from what we say in clause 22c, if we change the **core service charges**, **the service**, the **charges** (other than the **core service charges**) or the terms of the **agreement** in a way that significantly disadvantages you, we will:
- tell you at least 30 days before the change, unless we can't reasonably do that (in which case we'll give you as much notice as possible); and
  - give you the chance to give us 30 days' notice to end **the service** without having to pay any increased charges or a fee for leaving early. But you'll have to tell us that you want to do this within 30 days from the date of the notice that we send you.
- We may also ask you to return the **equipment**. If we don't, or if you want to keep it, we may charge you for it.
- c Any changes to **service features** (as described in clause 22f) or your **SIM card** (as described in clause 22e) won't give you a right to end **the service**.
- d We'll either write to you about any other changes or get in touch another way, such as on our website.
- e We can change your **SIM card** at any time so you keep getting **the service**. Any changes to your **SIM card** won't significantly disadvantage you and won't give you the right to end **the service**.
- f If we withdraw or make any change to a **service feature** (including a change to the **charges** for the **service feature**) in a way which significantly disadvantages you, we'll give you at least 30 days' notice (unless we cannot do so, in which case we'll give you as much notice as possible). We'll also let you cancel the **service feature**, but you won't be able to cancel all of **the service**.



## 23 CHANGES TO THE SERVICE, A SERVICE FEATURE, A SIM CARD OR THE TERMS AND CONDITIONS OF THE AGREEMENT

- a We may change the service, a service feature, a SIM card or the terms and conditions of the agreement to do the following:
- (i) Make the agreement clearer or easier for you to understand, or otherwise change it in a way that doesn't significantly disadvantage you.
  - (ii) Change, improve, update or add to the service, service features or SIM card you get (for example, if we add new types of calls to your plan).
  - (iii) Introduce or add services, service features or equipment (for example, if we introduce a new calling feature or security product).
  - (iv) Change your phone numbers, if you ask us to.
  - (v) Change the way we structure our prices, charges, the service or service features (for example, if we change the names of our products or the service, their content or their descriptions).
  - (vi) Add to or change the way we provide the service or service features (for example, if we add new service features).
  - (vii) Reflect changes to or developments in technology (for example, if we develop the way we provide the service, introduce new ways to pay for the service, or develop and introduce new systems which give you a better service).
  - (viii) Withdraw, replace or remove all or any part of the service, a service feature or a SIM card (for example, if we want to change your SIM so it works with your new phone).
  - (ix) Make minor changes to technical specifications (for example, limits for transferring information which are associated with the service and the technology we use to provide the service to you).
  - (x) Update, upgrade, improve or alter the service, service features or SIM card (for example, to fix bugs or faults, solve security issues, to improve software or equipment, change the way the service looks or to improve the way the SIM card works).
  - (xi) Reflect a change in our ability to provide the service, service features or the SIM card in a particular area (for example, if we change our coverage somewhere).
  - (xii) Reorganise the way we manage or run our business.
  - (xiii) Reflect a change to any law, code of practice, regulation, guidance or obligations that apply to us.

## 24 OTHER CHANGES TO THE SERVICE, A SERVICE FEATURE, A SIM CARD OR THE TERMS AND CONDITIONS OF THE AGREEMENT

- a Because we might provide the service to you for a long time (not just for the minimum term), and because we can't always predict what will happen in the future, we may need to make changes in circumstances other than those listed in clause 23. So we may change the service, a service feature, a SIM card or the terms and conditions of the agreement for any other reason. But if we decide to do that we'll give you notice, and you may be able to end the service, in line with clause 22b.

## 25 CHANGES TO THE CHARGES

- a We may change the charges if:
- we change the service, the service features, a SIM card or the terms of the agreement, as described in clauses 23a(ii) to (xi);
  - the cost of providing the service, service features or SIM card increases (for example, the businesses we buy services from increase their prices);
  - the cost of running our business increases;
  - we reorganise the way we run our business; or
  - there's a change in the law, a code of practice, a regulation, guidance or obligations that apply to us (for example, if there is a VAT increase).

## 26 OTHER CHANGES TO THE CHARGES

- a We might change the charges for reasons other than those described in clause 25. If we do, we'll give you notice and you might be able to stop the service in line with clause 22b.

## 27 MOVING BETWEEN SERVICES, SERVICE FEATURES OR MONTHLY USAGE ALLOWANCES

- a If we withdraw the service or a service feature so you can't carry on receiving all or part of it (for example, if we change the number of service features available), we'll move you onto our next best, or better, service or service feature. If we can, we'll tell you at least 30 days before we do this. If we can't, we'll give you as much notice as possible. If the service or service feature we move you to has a higher charge, we won't charge the higher amount during the rest of the minimum term. After the minimum term, we'll charge you the higher price.
- Any withdrawal we make under this clause will apply to all SIM cards within your BT Mobile Family SIM Plan.
- b We may move you to a better service, service feature or monthly usage allowance for no extra charge for a trial period. We'll tell you at least 30 days before we do this. At the end of your trial period, we may either:
- keep you on the better service, service feature or monthly usage allowance for no extra cost; or
  - move you back to your previous service, service feature or monthly usage allowance.
- We'll tell you what we're going to do before we do it. You can tell us to end your trial period whenever you like or if you want to move back to your previous service, service feature or monthly usage allowance at the end of, or during, your trial period.
- If you're a BT Mobile Family SIM Plan customer, any trial will apply to every SIM card within your plan.

## 28 YOU CAN CHOOSE TO CHANGE THE SERVICE, A SERVICE FEATURE OR YOUR MONTHLY USAGE ALLOWANCE

- a If you have the BT Mobile SIM Only Plan, you can:
- upgrade the service, a service feature or your monthly usage allowance as many times as you like;
  - move from your BT Mobile SIM Only Plan to the BT Mobile Phone Plan; or
  - move from your BT Mobile SIM Only Plan to the BT Mobile Family SIM Plan.
- b If you have the BT Mobile Family SIM Plan, you can do the following:
- (i) Add SIM cards to, or remove them from, your BT Mobile Family SIM Plan.
  - (ii) Upgrade the service, a service feature or the monthly usage allowance that applies to each SIM card as many times as you like. However, you can't have different monthly usage allowances on different SIM cards. Any such upgrade will take effect immediately.
  - (iii) Downgrade the service, a service feature or the monthly usage allowance that applies to each SIM card once the minimum term has ended (but only to the available plan immediately below the plan you're downgrading). Any such downgrade will take effect from the next billing period.
- c If you have the BT Mobile Phone Plan, you can upgrade or change the service, a service feature or the monthly usage allowance as many times as you like, as long as your core service charges don't reduce and you don't change your BT mobile.
- d If you choose to upgrade or change the service, a service feature or the monthly usage allowance, you might have to agree to a new minimum term. You may also need to pay an activation charge. If that's the case, we'll tell you before you confirm the change.
- e If you upgrade from the BT Mobile SIM Only Plan to the BT Mobile Phone Plan or the BT Mobile Family SIM Plan you'll keep your current phone number and SIM card (if it's the right size for the equipment you've ordered). If your existing SIM card is not the right size for the equipment you've ordered, we'll send you a new SIM card with the same phone number. You'll need to activate the new SIM, and we'll deactivate the old one. You must return your old SIM card to us if we ask you to.

- f If you or a **BT Mobile Family SIM Plan** user choose to upgrade your monthly usage allowance, you'll receive the full monthly usage allowance of your new **BT Mobile SIM Only Plan**, **BT Mobile Family SIM Plan** or **BT Mobile Phone Plan** immediately. The **charges** for the new plan will continue for the rest of the **minimum term** (if appropriate). In the month that you upgrade:
- your old monthly usage allowance will count towards your upgraded monthly usage allowance;
  - we won't bill you for any usage charges that go over your old monthly usage allowance but are now included in your new monthly usage allowance; and
  - you'll need to pay the difference in **charges** between your old plan and your new upgraded plan for the rest of the month.

## EVERYTHING ELSE

### 29 SIM CARDS, EQUIPMENT, MOBILE-PHONE NUMBER AND SOFTWARE

- a We'll tell you when you should get the **SIM cards** and any **equipment**. You may be able to get other **equipment** from us at an extra cost. If there are any charges for the **SIM cards** and any **equipment**, we'll tell you when you order.
- b If we give you any **equipment**, the risk of loss, theft or damage will pass to you from when you get it. This means you're responsible for insuring it in case anything happens.
- c The **equipment** (except the software in it) will belong to you once you've paid six monthly' bills in full (which is usually six months after the **minimum term** starts), unless:
- you cancel the **service** within the **cooling-off period**; or
  - we suspect fraud;
- in which case we'll still own the **equipment** and we may ask you to return it to us.
- If you end the **agreement** early and want to keep the **equipment**, you must pay a fee for leaving early. If you don't have to pay such a fee, you must pay us the full price of the **equipment** minus any discount we gave you. The value of the **equipment** is listed in the Tariff Guide and might be more than the price you've already paid (for example, if we gave you a discount for taking the **service** for the **minimum term** or if you got the **equipment** for free). We'll tell you how much you need to pay and when the **equipment** (except the software in it) will belong to you.
- d Until you've paid your first six complete months' bills for the **BT Mobile Phone Plan**, the **equipment** will belong to us, unless we tell you otherwise. During this time, the following will apply:
- You must look after it, keep it in good working order and not damage or destroy it. If the **equipment** is damaged other than through fair wear and tear, you'll have to pay to fix or replace it.
  - You can only download software, apps and other programmes from approved third parties.
  - You must not change, remove or replace any parts in the **equipment** unless we ask you to (for example, if we're helping you fix a problem).
  - You must not permanently give, lease or sell the **equipment** to anyone else, unless we agree that you can.
- e Any **equipment** we provide to you may be locked to our network. When you own the **equipment**, if it's possible to unlock it and you ask us to do so, we may charge you a fee. Details of the amount of that fee are in our Tariff Guide at [bt.com/tariffguide](http://bt.com/tariffguide)
- f You and your **BT Mobile Family SIM Plan** users don't own the phone numbers we give to the **SIM cards**. These numbers are owned by OFCOM and may be given to someone else if you don't take it with you (by asking for your **PAC code**) when you end the **service**.
- g You don't own the **SIM card**, it will always belong to us. We might deactivate it when you end the **service**. And if we ask you, you must return or destroy the **SIM card**.
- h We own, or have a licence for, the software in any **SIM card** or **equipment**. Sometimes you'll have to agree to the terms of an 'end-user licence' to use the software. You won't have to pay any **charges** under any end-user licence, unless you've agreed to do so.
- i You must let us update, upgrade or replace software relating to the service, **SIM cards** or any **equipment**. Software changes might happen automatically.

- j You must not connect any **equipment** (including the **BT mobile**, **own phone** or **SIM card**) to our network if it may harm the network, or harm anyone else's **equipment** or services. If you do, you must disconnect it straight away, or pay us to do it.
- k We can only be responsible for the **equipment** and the **SIM card**. If you choose to use any other **equipment** (like an own phone), you must make sure it's compatible with the **service**.

### 30 HOW TO GET IN TOUCH WITH US AND HOW WE'LL CONTACT YOU

- a We'll send you any written notice by email or by posting it to your **address**. We'll send you other notices by voicemail, text message or other forms of electronic message.
- We'll send all bills and notices by post to your **address**. We'll assume you get letters in the post two **working days** after we've sent them. It's your responsibility to read what we send to you.
- b You can phone us on 0800 800 150 or by dialling 150 from your **BT mobile** or **own phone** that uses a **SIM card**. Calls are free from landlines and BT mobiles, and charged at the standard rate from other mobiles. You can also email us or use any other way shown at [bt.com/contact](http://bt.com/contact)

### 31 PARENTAL CONTROLS

- a We turn parental controls on automatically. You can turn the controls on or off, or change the level of control you want, at [bt.com/mymobile](http://bt.com/mymobile)
- b Parental controls apply independently for each **SIM card** on your account. Before you give the **SIM card** to someone under 18, you must make sure the parental controls are turned on.
- c You're responsible for setting parental controls or any other controls available for any service and keeping them up to date. When parental controls are on, we limit access to websites we (or our supplier) believe should be blocked because they may be unsafe or unsuitable for you to view or access (based on the choices you've made). Websites are sorted for blocking by our supplier. We're not responsible for categorising websites or for you being able to go to websites which aren't barred.

### 32 BT MOBILE FAMILY SIM PLAN

- a The **charges** for the **BT Mobile Family SIM Plan** will be based on the number of **SIM cards** you have in your **BT Mobile Family SIM Plan**.
- b The more **SIM cards** you have, the greater the discount you'll receive from our standard prices. But you cannot have more than five **SIM cards** as part of your **BT Mobile Family SIM Plan**.
- c We will also take account of any other **SIM cards** that you have as part of separate **BT Mobile Phone Plans**. Each **BT Mobile Phone Plan** will be outside your **BT Mobile Family SIM Plan** (and will have a separate agreement), but the maximum number of **SIM cards** available as part of the **BT Mobile Family SIM Plan** will reduce for each **BT Mobile Phone Plan** you have. For example, if you have two **BT Mobile Phone Plans**, you'll only be able to have three **SIM cards** as part of your **BT Mobile Family SIM Plan**.
- d Your **BT Mobile Family SIM Plan** discount will be applied across all **SIM cards** and you will be charged one total price for your **BT Mobile Family SIM Plan**. The **agreement** will apply to all **BT Mobile Family SIM Plan SIM cards**.
- e The **BT Mobile Family SIM Plan** will have a **minimum term**, but you can cancel any **SIM card** within the **BT Mobile Family SIM Plan** by giving us 30 days' notice (as set out in clause 14). The **minimum term** will apply to your final **SIM card** within the **BT Mobile Family SIM Plan**.

### 33 SORTING OUT COMPLAINTS

- a From time to time you may need to contact us to sort out a problem. Our Customer Complaints Code tells you how to do that and how we will deal with any complaint or dispute. You can read the code at [bt.com/complaintscode](http://bt.com/complaintscode), or you can ask us to send you a copy.
- b We'll try our best to settle any complaint or dispute you have. If we can't do that, you can refer the matter to a dispute-resolution service to get an independent opinion. Details of how and when to refer a dispute are explained in the Customer Complaints Code.
- c If we cannot agree a solution with you within eight weeks of getting your complaint, or before the eight weeks is up we agree in writing that the dispute will be settled by an independent adjudicator, you can refer it for 'Alternative Dispute Resolution' by contacting the Ombudsman Services:

Communications. You can find out more at [ombudsman-services.org/communications](http://ombudsman-services.org/communications) or by calling them on 0330 440 1614. The Ombudsman's service is free.

- d You may also be able to refer a dispute to European Online Dispute Resolution at [ec.europa.eu/odr](http://ec.europa.eu/odr). This is an online service designed to help consumers who have bought goods or services online. It gives access to independent dispute-resolution services. These are usually free for you to use.

### 34 TRANSFERRING THE AGREEMENT

The **agreement** is only between you and us. You are responsible under the agreement for every **BT Mobile Family SIM Plan user**. You cannot transfer the **agreement** to anyone else, or to try to do so. We can transfer the **agreement**, and our rights and obligations under it, to anyone else (including if we reorganise the way we work), as long as it doesn't have a negative effect on your rights.

### 35 OTHER THINGS WE NEED TO TELL YOU

- a We and our suppliers own any intellectual property rights associated with **the service**, the **SIM cards** and the **equipment**.
- b Only you and we can take action under the **agreement**. Nobody else can enforce it or benefit from it (in line with clause 33a, except where you delegate the benefit of a **SIM card** to a **BT Mobile Family SIM Plan user**).
- c If any of the **agreement** cannot be enforced, the rest of it will still apply.
- d We may record calls (including marketing ones) to help us with training and to prevent identity fraud. We also record all 999 and 112 emergency calls.
- e The **agreement** is made under English and Welsh law. Any disputes you and we cannot settle can only be decided in English and Welsh courts unless:
- you live in Scotland, in which case Scottish law applies and the courts of Scotland will settle disputes; or
  - you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern Ireland will settle disputes