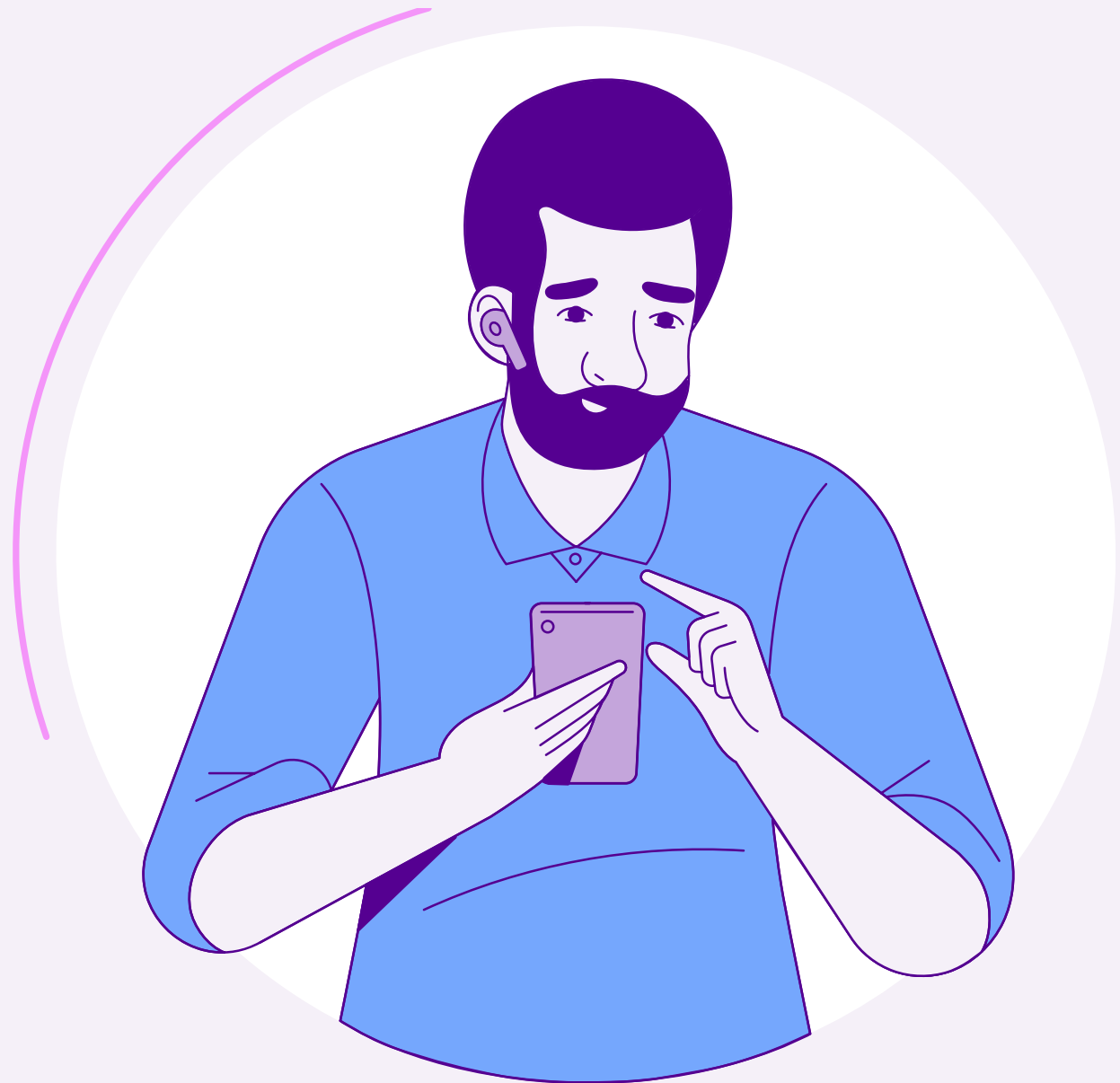


# Residential Mobile Fair Usage Policy



# Introduction

This Fair Usage Policy explains your obligations in relation to our mobile services and what will happen if you breach these obligations and is effective for all customers from 1 April 2024.

## Fair Usage Policy obligations and restrictions

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

Sending bulk SMS messages, making an excessive number of calls with the intent of promoting a business or service would constitute use of our service or SIM cards for business purposes, and would fall outside this Fair Usage Policy. Where unlimited data is included in the price plan you have chosen, we consider monthly data usage above 500GB to be non-personal use.

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, to contact numbers that pay a revenue share or similar and you can't resell our services.

Making unusually high volumes of calls, unusually lengthy calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward would constitute use of our service 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, sending any automated or unsolicited SMS messages or 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.

You must not use the service in a way which is harmful to our network.

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.

# What happens if I breach this Fair Usage Policy

If we reasonably suspect your usage of our service is non-personal or in breach of this policy, we will attempt to contact you to resolve the situation. We reserve the right to:

- Impose further charges for use of our service (for data services, this will be our standard out of bundle data charge which you can find in our [Residential tariffs and charges guide](#));
- Move you to a more suitable tariff, which might have a fixed data allowance;
- Restrict your usage of calls and SMS;
- De-prioritise your data traffic during busy periods;
- Temporarily suspend your SIM card from use; and/or
- Disconnect your SIM card.

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

If your price plan includes EU /EEA roaming, 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.

EU/EEA roaming can only be used for periodic travel in the EU / EEA.

The indicators we will use to determine periodic travel include the following observed over a four-month period:

- Long inactivity of a SIM card in the UK and used mostly, if not exclusively, while roaming in the EU/EEA;
- A customer's mobile number being used more than 50% of the period for EU/EEA roaming; and
- Subscription and sequential use of multiple SIM cards by the same customer while roaming.

### Actions we may take for breaches of our Fair Usage Policy

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 action.
- If we do not hear from you within 14 days we may apply surcharges for continued roaming use which are set out in our tariff guide.
- 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.

## Roaming Fair Usage Policy terms

We will restrict your mobile data roaming when your data usage has reached the equivalent of £45 (ex VAT) / £54 inc VAT in any country. This is to protect you from high data roaming costs. This also applies in the EU / EEA. You have the ability to opt out of this cap.

Customers on all our mobile tariffs can use their inclusive allowances whilst roaming in the EU/EEA, subject to the following roaming rules:

- Where unlimited data is included in the price plan you have chosen, you may use up to 14GB of data in one monthly billing period in the EU/EEA whilst roaming at no extra cost. If they exceed their roaming data limit in the EU/EEA, the out-of-bundle charge for data will be 2p per MB. Upon returning to the UK, customers can continue to use unlimited data (subject to the personal use cap).
- Customers on the Essential tariff will be charged £2 per day when roaming in the EU/EEA. If they exceed their fixed data allowance, the out-of-bundle charge for data will be 2p per MB.
- Customers on a Value Prime tariff with a 40GB allowance may use up to 14GB of their allowance in the EU/EEA whilst roaming at no extra cost. If they exceed their roaming data limit in the EU they will be charged 0.36p per MB for continued roaming use in the EU/EEA, until they reach their 40GB limit. After this, standard out-of-bundle charges of 2p per MB will apply.

## Complaints

If you want to complain about your service, please refer to our [complaints policy](#) which also includes our contact details.

Utility Warehouse Limited is a multi utility service provider supplying residential and business customers with fixed telephone, broadband, mobile, energy and insurance services.  
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