

Residential Mobile Fair Usage Policy

General Fair Usage Policy

v0123 - December 2020



Introduction

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 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, unusually lengthy 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.

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

You must only use our mobile SIM in a personal mobile device. It is not intended for use in any other type of device, including 4G/5G routers, and is not intended to replace a fixed broadband service.

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
- Move you to a more suitable tariff, which might have a fixed data allowance
- Restrict your usage of calls and SMS
- Deprioritise your data traffic during busy periods
- Temporarily suspend your SIM card from use
- Disconnect your SIM card

European Union / European Economic Area Roaming Fair Usage Policy

Actions we may take for breaches of fair use

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

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 customers mobile number is being used more than 50% of the period for roaming other than in the UK; and
- Network records shows a customers 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 customer while roaming.

Actions we may take for breaches of 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 action.
- If we do not hear from you within 14 days we may apply surcharges for continued roaming use at the following rates:

Impact Severity	
Calls	3.31p per minute
Texts	1p per text
Data	0.36p 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 £45 cap (ex VAT) / £54 inc VAT 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.

All mobile tariffs can have the entire inclusive mobile data allowance used whilst roaming in the EU / EEA with the exception of the following, where a fair use limit applies as per EU roaming regulations:”

- Customers using a SIM on the **Unlimited** tariff may use up to **14GB** of data in one monthly billing period in the EU/EEA whilst roaming at no extra cost. If a customer on the Unlimited tariff exceeds their roaming data limit in the EU/EEA, the out-of-bundle charge for data will be 0.36p per MB. Upon returning to the UK customers can continue to use unlimited data.
- **Value Prime** customers with a **40.00 GB** allowance may use up to **14 GB** of that monthly data bundle in the EU/EEA whilst roaming at no extra cost. If a customer on the Value Prime tariff exceeds their roaming data limit in the EU but remains within their domestic limit, they will be charged **0.36p** per mb for continued roaming use in the EU until they reach their domestic limit. After reaching their domestic limit, Standard out of bundle charges of 2p per MB will apply.

Price Plan	UK Data allowance (GB)	EU/EEA Data allowance (GB)
Unlimited	Unlimited	14.00
Value Prime	40.00	14.00

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	memberservices@uw.co.uk
Call us	0333 777 0777 Monday to Friday 9am to 5:30pm Saturday 9am to 4:30pm
Minicom / email (deaf / speech impaired customers)	0333 003 5643 deafmemberservices@uw.co.uk
Write to us	Customer 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 customers)	0330 440 1600
Write	Ombudsman Services: Communications PO Box 730, Warrington WA4 6WU
Website	www.ombudsman-services.org/sectors/communications

Utility Warehouse Limited. Registered office: Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB