

Fair Use and Home From Home Policies: Fair Usage Policy.

Summary:

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Fair Use and Home From Home

This policy applies to travel in the Home From Home (“HFH”) Destinations and each of the **Tesco Mobile Service Terms**, the **Tesco Mobile Pay**

1. Fair Usage Policy

- 1.1 This fair usage policy applies to all new and existing Tesco Mobile customers and provides certain obligations requiring your use of the Pay Monthly and Pay as You Go services and all SIM cards on the Tesco Mobile network (the “Services”) to be for private, personal, and legitimate purposes only.
- 1.2 Overuse of the Tesco Mobile network slows things down for everyone. We therefore reserve the right to monitor your usage of the Services and, if we reasonably determine that your use is abusive or in breach of this fair usage policy, we may do any or all of the following:
 - a) request you to moderate your use;
 - b) impose further charges in respect of your atypical or abusive use; or
 - c) suspend or withdraw your access to the Services or any aspect of the Services including disconnecting your SIM card or your tariff at any time, having attempted to contact you first.
- 1.3 Usage which may be considered abusive and therefore a breach of this fair usage policy includes, but is **not limited to**, usage of the Services by you or any third party permitted by you:
 - a) in a manner that is inconsistent with reasonable customer behaviour;
 - b) usage of the Tesco Mobile network and/or 4G/5G service for commercial purposes;
 - c) usage we reasonably believe adversely impacts the service of other customers or may adversely affect the Tesco Mobile network and/or the 4G/5G service;
 - d) usage we reasonably believe excessively or continually exceeds any upper limit which is imposed from time to time;
 - e) sending of high volumes of SMS messages or sending SMS messages to unusually large numbers of recipients or distribution groups or sending any automated or unsolicited SMS messages including spam text messages;
 - f) for call forwarding services, concurrent calling, paging services, onward calling services, contacting numbers that pay a revenue share, or reselling of the Services in any way;
 - g) using gateway devices or SIM boxes to send automated messages or make automated calls;
 - h) fraudulent use in connection with a criminal offence in breach of any law or statutory duty to make a call or send a message or take photos or videos to send, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff), or a hoax in breach of any rights of anyone’s privacy, or is otherwise unlawful;

- i) if you are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents;
 - j) usage in a way which deliberately games or exploits to your advantage the design of our billing or call record systems; or
 - k) usage within Home From Home destinations in breach of the provisions below.
- 1.4 These Terms and Conditions govern your use of the Tesco Mobile Site and all services provided in connection with these.

2. Home From Home: Destinations and Fair Usage Policy

- 2.1 In addition to the above fair usage policy, the below terms also apply to Services used when traveling in the Home From Home (“HFH”) Destinations The following EU and additional destinations (additional destinations being subject to change) comprise the HFH destinations:
- a) Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Republic of Cyprus, Czech Rep, Denmark, Estonia, Finland, France, French Guyana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Jersey, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion, Romania, San Marino, Slovakia, Slovenia, Spain, St. Martin, St. Barts, Sweden, Switzerland, Vatican City.
- 2.2 When travelling in any of the HFH Destinations, calls and texts to standard UK landlines, UK mobile numbers, standard HFH landlines, standard HFH mobiles, as well as data usage (together, “HFH Usage”), will be charged as if you were in the UK (e.g. taken from your bundle allowance, if you have one). Non-standard or premium service numbers are expressly excluded.
- 2.3 HFH Usage in a manner that is inconsistent with reasonable customer behaviour or inconsistent with the principles set out below may be considered an unfair use of our services and a breach of our fair usage policy. A breach may result in the immediate suspension of the services, an application of a surcharge (after we notify you and give you two weeks to fix the breach if you are in one of our EU destinations). There is no surcharge for minutes or SMS messages but there is a surcharge for data at 0.35p/MB. Applicable charges which may be levied can be found on [our list of charges](#).
- 2.4 HFH Usage shall be limited to periodic travelling and to usage that follows reasonable consumer holiday and travel patterns. It is available for customers who are normally resident in the UK. We will monitor your HFH Usage and location over a rolling 4 month period. Where you are found to be in one our HFH destinations and HFH Usage exceeds 2 months during this monitoring period (in comparison to being in the UK or elsewhere), you will have exceeded our fair usage policy. You will be informed that you have exceeded the fair usage policy by text message and from the receipt of this message, you will have two weeks to reduce your HFH Usage. If after 2 weeks your HFH Usage has not been reduced then we will apply a data surcharge for continued HFH Usage of 0.35p/MB. When your HFH Usage pattern changes to under 2 months in a rolling 4 month period, we will remove the surcharge. You will receive a message from

us to let you know when surcharges are being applied and removed.

- 2.5 Where we establish, with objective and substantiated evidence, that a number of SIM cards have been the object of organised resale to persons not effectively residing in or having stable links entailing frequent and substantial presence in the United Kingdom in order to enable consumption of regulated retail roaming services provided at the applicable domestic retail price other than for the purpose of periodic travel, Tesco Mobile shall take immediate proportionate measures in order to ensure compliance with all conditions of the underlying contract.

Should you have a complaint, please refer to our [complaints procedure](#) for further information.

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