

My Complaint against T-Mobile

T-Mobile Account Number: [REDACTED]

T-Mobile Mobile Number: [REDACTED]

1. The T-Mobile Account Number and Mobile Number which I am currently using came into being on 27 February 2010 when I was first issued my first initial bill for an 18 month contract that was to end on 26 August 2011. That contract which came with a Brand new Blackberry Handset had an effective tariff of £30.00 per month (after cash back savings) and 900 minutes to call both land line numbers and standard UK mobile phone (excluding non-standard mobile phone such as Lebara).
2. Around 22 July 2011 I informed Tmobile that I would terminate my contract effectively on 26 August 2011. I also requested that I would like it to be switched to pay as you go with no commitment whatsoever.
3. Tmobile adviser(s) tried on several occasions to contact me as can be seen on Fig1 (P14) when they finally did the offers then zeroed down to two offers to choose from.
4. The first: A rolling SIM-ONLY monthly contract for the life of the phone (indefinite period) for a TOTAL cost including VAT of **£15.31**. The contract is due for upgrade at any time. Cancellation is due at any time with 30days notice.
5. The second: A 12 month SIM-ONLY monthly contract for a total cost including VAT of £15.31 with a 50percent discount applied to it bringing the total to a total of £7.65 per month. Cancellation accepted after the 12month limitation period otherwise cancelation payment will be paid.
6. Both offers stated above have the following similar benefits:
 - a. 600 minutes to call any mobile network in the UK
 - b. 500 Text messages to any mobile network in the UK.
 - c. Free unlimited landline calls to numbers beginning with 01, 02, and 03.
 - d. Free unlimited internet data usage
 - e. Free unlimited Blackberry Email and Blackberry Messenger services
7. **I accepted the first offer** at a higher tariff compared to the 50% discount for the second offer as the rolling life-long deal was considered extremely good in the long run with the flexibility of upgrade at any time.
8. I was unlawfully charged by T-Mobile for calling 01, 02 and 03 numbers between October 2011 and July 2012. I have been unlawfully charged by T-Mobile for the Blackberry Email and Messenger Services since June/July/August 2012 to date.
9. On 21 November 2013 I wrote an official complaint to Tmobile (EE Management) for the very first time after I checked my Bank Account that no refund had been made as I was told previously that it was an administrative oversight and that it would take some time and a recalculation would be made and the refunds would be put back to

my Bank Account. See Fig2 and Fig3 on **P15** which demonstrated Unlimited Landline calls were part of the rolling monthly life contract.

10. I received an email letter response from [REDACTED] on behalf of the CEO on 5 December 2013 which stated that there were no notes to suggest an unlimited Booster should have been added to my account and appeared to state that my bills were accurate. As can be seen from **P15** there were evidences from sms message.
11. I wrote several other email messages on 5 December 2013, 18 December 2013, 6 January 2014, 10 January 2014 and 11 January 2014. As no response was forthcoming I sent a letter dated 8 February 2014 on pre-action protocol.
12. I called the office to confirm receipt and re-forwarded the message as email attachment on 19 February 2014.
13. On 20 February 2014 Tmobile stated (**P11** at para 3) they sent me a message which can be seen on **P18**. There was no complete information sent to me that they were increasing the monthly tariff as T-Mobile stated. I was then referred to CISAS (**P12**).
14. On 21 February 2014 I contacted CISAS who suggested that I complete the form.

Request

15. I want CISAS to direct T-Mobile to refund me the money they had collected from my Bank Account which I have computed to be **£552.00** from August 2011 to January 2014.
16. I also want CISAS to order T-Mobile to issue me an unreserved apology
17. I also want CISAS to order T-Mobile to issue me financial compensation justly to account for the pains and frustration their wholly unreasonable behaviour had caused me as well as to include interest of the £552 collected from my Bank Account. I will accept any just satisfaction amount deemed appropriate by CISAS as compensation on the basis that I considered this to be a discretion and not an entitlement. I have had to pay for Adobe Professional Version to produce the documents and attachment by myself which took me about 16 full hours to complete after I was unable to provide the about £350 requested as a down payment by legal professional on Friday 21 February 2014.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Subject: Re: Tmobile Number is [REDACTED]
From: [REDACTED]
To: olaf.swantee@ee.co.uk; Executive.Office@ee.co.uk;
Date: Wednesday, December 4, 2013 7:45 PM

Account number: [REDACTED]

Dear Mr Swantee,

Since 21 November 2013, I have not got any real response. Your delegated staff requested for my telephone number despite it was clearly written as the subject matter. Must customer go through this sort of problem?

I just observed when I log into my account to retrieve my account details to find from the Payment History that they have been collecting more than £15.31 for my sim only deals. This ought to be corrected as a matter of top priority.

Yours sincerely,

[REDACTED]

From: [REDACTED]
To: Executive Office <Executive.Office@ee.co.uk>
Sent: Tuesday, November 26, 2013 7:08 AM
Subject: Re: Tmobile Number is [REDACTED]

My Mobile number is on the subject. The number again is [REDACTED]

Regards

[REDACTED]

From: [REDACTED]
To: Executive Office <Executive.Office@ee.co.uk>
Sent: Friday, November 22, 2013 6:08 PM
Subject: Re: Tmobile Number is [REDACTED]

The subject of the letter showed my mobile number.

From: Executive Office <Executive.Office@ee.co.uk>
Date: Fri, 22 Nov 2013 18:02:19 +0000
To: [REDACTED]

Subject: FW: Tmobile Number is [REDACTED]

Thank you for your email addressed to Olaf,

I understand that you have experienced issues with the service received and would like to raise these concerns. To enable me to fully investigate these matters please provide your Mobile or account number. Once this information is received, you will be assigned a case manager who will contact you directly.

EE Executive Office

From: [REDACTED]
Sent: 21 November 2013 15:59
To: Swantee, Olaf
Cc: MDTMOB@t-mobile.co.uk; executive.office@t-mobile.co.uk; csdir@t-mobile.co.uk; Jackson, Stuart
Subject: Tmobile Number is [REDACTED]

Top Urgent

Dear Mr Swantee,

1. My money was unlawfully collected from my account by your team at T-mobile about the period of October 2011 and April 2012.
2. I have spent uncountable man-hours on phone to the Customer Service number on 150 directly from my mobile phone and there appeared to be no headway in sight.
3. I will be pleased if this is solved as a matter of top priority.

Yours sincerely,

[REDACTED]

[REDACTED]

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EE Limited

Registered in England and Wales

Company Registered Number: 02382161

Registered Office Address: Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW

Subject: Re: Your emails dated 21/11 and 26/11

From: [REDACTED]

To: Executive.Office@ee.co.uk;

Cc: olaf.swantee@ee.co.uk;

Date: Thursday, December 5, 2013 5:50 PM

Dear [REDACTED]

1. Thank you for your response. I believe it was my message Today in which I copied Mr Swantee generated your response. I have in this communication copied him so that he is aware of how his delegated staff are **taking issue of customer care very seriously**.
2. You wrongly stated my surname. I would have ignored it but considering your tune and general content of your message I believe it is proper I point this error to you so that you would not say Tomorrow I accepted my surname to be the way you spelt it.
3. It is a fraud to tell me that I was advised that on **"21 November that your bills are correct."** Your colleague told me that investigation was being undertaken to understand what truly happened in August 2011 when the "sim only deal" came about. That a decision will be communicated to me by 2 December 2013 on the basis of the last query I made in September 2013. Note the time delay to get a response which led to my official communication with Mr Swantee.
4. It was such a poor service that no answer came on 2 December 2013 and you are responding with statement that cannot be the truth.
5. Please I do not have any agree to any service plan different from the agreement I reached in August 2011 and received a thank you email from T-Mobile to that effect. Any amount taken from my account in excess from the agreement reached in August 2011 must be refunded in FULL.
6. The Booster that you claimed that was added in June 2012 **was not** a chargeable amount. Your colleague said that to stop any further money to be collected from my account she would apply a booster as a matter of intervention to correct the error of the money being charged me for calling 01, 02 and 03 numbers. Again there was no charge to be paid for that because 01, 02 and 03 was the principal reason I stayed with T-mobile for a monthly fee of **£15** as was informed by your colleague when I agreed to the deal (not even £15.31 that I can see on the payment history). I had the option at the time to have accepted another deal with a free Smart Phone for £25 monthly and with extra five pounds to have an **lphone**.
7. So you have not had good knowledge as to my case and request as a matter of top priority this is resolved without putting me in further stress of having to continue with this issue.

Yours sincerely,

[REDACTED]

From: Executive Office <Executive.Office@ee.co.uk>
To: [REDACTED]
Sent: Thursday, December 5, 2013 5:10 PM
Subject: FW: Your emails dated 21/11 and 26/11

Case Reference: [REDACTED]
Account Number:

Please respond to executive.office@everythingeverywhere.com

Dear [REDACTED]

Thank you for your emails dated 21 and 26 November. I apologise for the delay in responding.

You were advised on 21 November that your bills are correct and there were no notes to suggest an unlimited Landline Booster should have been added to your account in 2011. However, this Booster was added in June 2012.

Your current Service Plan is £13.65 plus VAT. In addition you also pay £4.25 plus VAT for access to Blackberry email services so your total bills will always be over £21 including VAT per month.

This may not be the response you had hoped for but trust it explains EE's position.

Yours sincerely

[REDACTED]
Executive Office, EE

c.c. Olaf Swantee, Chief Executive Officer, EE
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EE Limited
Registered in England and Wales
Company Registered Number: 02382161
Registered Office Address: Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW

Subject: Case Reference: [REDACTED] Intention to seek legal redress

From: [REDACTED]

To: olaf.swantee@ee.co.uk; Executive.Office@ee.co.uk; stuart.jackson@ee.co.uk;

Date: Saturday, January 11, 2014 1:04 AM

Dear Mr Swantee,

1. I have tried my utmost. Maybe let me try again.
2. I was offered a **life long rolling monthly contract** in August 2011 for a fee of **£15** (I am willing to accept £15.31 if that was the figure in the first bill).
3. Your adviser who persuaded me said from my call records that I made a lot of landphone calls. That he would give me unlimited landline service to call 01, 02, 03 completely free. That landline service together with the free blackberry services and uncapped internet access made me to accept the deal.
4. I kindly ask you to direct your technical team to check the information logged and/or check my first month itemised bill which I believe should be between 27 August 2011 and 26 September 2011.

Yours sincerely,

[REDACTED]

From: [REDACTED]
To: Olaf Swantee <olaf.swantee@ee.co.uk>; Executive Office <Executive.Office@ee.co.uk>
Sent: Friday, January 10, 2014 5:57 PM
Subject: Re: Case Reference: [REDACTED]

Dear Sir,

Please can you provide me the next agreed line of escalation to recover the unlawful monies that your company fraudulently took from my account and the money they continue to take from my account.

Yours sincerely,

[REDACTED]

From: [REDACTED]
To: Olaf Swantee <olaf.swantee@ee.co.uk>; Executive Office <Executive.Office@ee.co.uk>
Sent: Monday, January 6, 2014 2:05 PM

Subject: Re: Case Reference: [REDACTED]

Reminder 1

From: [REDACTED]

To: Olaf Swantee <olaf.swantee@ee.co.uk>; Executive Office <Executive.Office@ee.co.uk>

Sent: Wednesday, December 18, 2013 11:41 AM

Subject: Case Reference: [REDACTED]

Dear Mr Swantee,

1. I have not received any response to my email letter of 5 December 2013.
2. I believe it is not fair that I was defrauded of my money and being made to spend so much time for my money to be refunded.
3.
I believe it is correct that you ask one of **your senior managers** to contact me to discuss this issue amicably.

Yours sincerely,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Account number:
Mobile number:

Mr Olaf Swantee
Chief Executive Officer
Everything Everywhere Limited
Hartfield Business Park
Hertfordshire AL10 9BW

Dear Mr Swantee,

Unlawful collection of my funds – A Pre-action Protocol

1. This is a pre-action action legal proceedings protocol resulting from the unlawful collection of my money from my Bank Account by Tmobile. All my **subsequent** emails to your email address (olaf.swantee@ee.co.uk) on 05/12/2013, 18/12/2013, 06/01/2014, 10/01/2014 and 11/01/2014 have been disregarded.
2. Please be informed positively that a legal proceedings will be undertaken if by 16:00 hours on **Friday 21 February 2014** there has not been total refunds of my money unlawfully collected or a signed letter stating when to make payment. Once the legal proceedings commenced I would like you to be informed positively that I would be asking a refund of **all fees and costs incurred** including monetisation of lost hours spent in the legal proceedings.
3. As you maybe aware, I was called over the phone in August 2011 by Tmobile adviser to continue with the following life-long monthly rolling plan which I accepted:
 - a. Free unlimited calls to numbers beginning with 01, 02, and 03.
 - b. Free unlimited internet data usage
 - c. Free unlimited Blackberry email and messengers data usage
 - d. 600 minutes and 500 texts to call and text any mobile network in the UK.
 - e. A **total** monthly price plan including VAT of £15.31.
4. I was unlawfully charged calling 01, 02 and 03 numbers between October 2011 and July 2012. I have also been unlawfully charge for the Blackberry email and messenger data usage since June 2012 to date.
5. I herewith ask that the unlawful money collected and/or being collected be returned back to my Bank Account immediately. Failure to make the payment or a letter from your office stating clearly when the money will be completely refunded by 16:00 hours on Friday 21 February 2014, I would have no other option than to commence legal proceedings against Tmobile and/or EE.

Yours sincerely,

Subject: Case Reference: [REDACTED] – Preaction Action Legal Proceeding Protocol

From: [REDACTED]

To: Executive.Office@ee.co.uk;

Cc: olaf.swantee@ee.co.uk;

Date: Wednesday, February 19, 2014 3:42 PM

Account number: [REDACTED]

Mobile number: [REDACTED]

Attention [REDACTED]

Dear [REDACTED]

Please find my copy of the Pre-action Court Protocol letter dated 8 February 2014 sent to the CEO of EE.

A legal proceeding will proceed if by 16:00 hours on 21 February 2014 I have not received total refunds of my funds unlawfully taken away from my Bank Account from Tmobile or a letter stating that payment will be paid.

In addition, I may consider a letter requesting a time extension to give your Legal Team the time to study my letter if and only if a letter or email is received by **16:00 hours on 21 February 2014** requesting **no more than seven days time extension** upon which a response would be provided to me.

Yours sincerely,

[REDACTED]
[REDACTED]
[REDACTED]

Subject: FW: Preaction Action Legal Proceeding Protocol

From: Executive Office (Executive.Office@ee.co.uk)

To: [REDACTED]

Date: Thursday, February 20, 2014 5:03 PM

Case Reference: [REDACTED]

Account Number: [REDACTED]

Please respond to executive.office@everythingeverywhere.com

Dear [REDACTED]

Further to our conversation yesterday the 19 February and the subsequent email received, I am taking the opportunity to respond in writing.

The agreement was for 12 months at £15.32 plus VAT. The monthly allowance on the agreement was 600 Minutes, 500 Text Messages, a Free Internet Booster and a chargeable Blackberry Booster at £4.25, however there was a £5.00 loyalty discount applied which covered the cost of the booster.

In April 2012 we sent you a message to advise T-Mobile would be raising the cost of the monthly plans by 3.7% which was linked with the Rate of inflation. In addition a further message was sent in April 2013 advising the monthly price plan would be increasing by 3.3% for the same reason as above. Due to the above reasons your current monthly plan now costs £13.65 including VAT.

As advised during our call, there is no evidence that you were offered unlimited free calls to 01, 02 and 03 numbers in November 2011. Whilst calls to these numbers are free, the calls would be counted as part of the monthly allowance which you have confirmed was 600 minutes, once the allowance had been used the calls would then become chargeable. Our records do show that in July 2012, we did receive a query and whilst we were unable to see any evidence of any offer of a free unlimited calls to 01,02 and 03 numbers booster, we did as a gesture apply the booster to your agreement. As you are currently out of agreement any loyalty rewards such as the free Blackberry booster should then become chargeable. Whilst the unlimited free calls to 01, 02, and 03 numbers should have also been removed in November 2013 and calls should once again become chargeable it has remained on your agreement, I have taken the opportunity not to remove this bundle or request a billing recalculation at this time.

I also reiterate that if you require detailed information regarding your account you will need to submit a request in writing via a Subject Access Request Form (SAR). To request a form please write to:

Information Disclosure Manager

1 Trident Place

Building 2

Hatfield Business Park

Hatfield

Hertfordshire

AL10 9BW

Upon receipt of the SAR you will then need to advise what information you require and return the form to the same address including cheque for £10.00 which is non refundable.

I acknowledge the Pre-Action Court Protocol Letter and assure you we will assist any external bodies.

Once a complaint has been ongoing for eight weeks you as a consumer may have a right, depending upon the nature of the issues, to enter into independent arbitration. All Communications Providers must subscribe to one of the two Ofcom approved ADR schemes, in this instance Orange/TMUK/EE are members of the Communications and Internet Services Adjudication Scheme (CISAS) please see contact details below.

CISAS
International Dispute Resolution Centre
70 Fleet Street
London
EC4Y 1EU

Contact no. 020 7520 3814
Email: info@cisas.org.uk

I trust the above information helps.

Yours sincerely



Executive Office, EE

c.c. Olaf Swantee, Chief Executive Officer, EE

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EE Limited
Registered in England and Wales
Company Registered Number: 02382161
Registered Office Address: Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW

Subject: Case Reference: 2131973 – Preaction Legal Proceeding Protocol

From: [REDACTED]

To: Executive.Office@ee.co.uk;

Cc: olaf.swantee@ee.co.uk;

Date: Thursday, February 20, 2014 6:31 PM

Case Reference: [REDACTED]

Account Number: [REDACTED]

Dear [REDACTED]

1. Thank you for your message below. I am not sure whether you are asking me that Tmobile is agreement that I take further action to CISAS or not. Please clarify if this is the situation since the issue has been ongoing since April/May 2012.
2. Please note that it is an extreme misrepresentation of fact to state that **I was given a 12 months contract**. The truth was that I was given a rolling one month life contract in August 2011 which I was told I only need to give 30 days notice to terminate the life contract.
3. I was never told of any loyalty booster of £5.00 or Blackberry booster when the deal was given to me. I was told the Blackberry is completely free for the life of the contract which was a monthly rolling contract. The information I noted down when your adviser called me for the life of the contract were as follows:
 - a. Free unlimited calls to numbers beginning with 01, 02, and 03.
 - b. Free unlimited internet data usage
 - c. Free unlimited Blackberry email and messengers data usage
 - d. 600 minutes and 500 texts to call and text any mobile network in the UK.
 - e. A total monthly price plan including VAT of £15.31.
4. I have attached by way of evidence a photoshot of my BB handset calls that can still be viewed for period of 9 October 2011 and 11 October 2011 to show that I made calls to landphone that was not recorded because of the unlimited calls issued to me for the life of the phone which **contradicted** your colleague statement that I never made any landphone number until November 2011. You would see that only the Mobile phone numbers showing in the photo in the October 2011 itemised bill.
5. I still stand on the deadline of 16hours on Friday 21 February 2014 within which to receive the full refunds from Tmobile as in my letter to the CEO dated 8 February 2014, otherwise I would have no other option than to seek legal redress to cure what I believe is a fraud by Tmobile to be taking money not agreed from my Bank Account since about last quarter of 2011.

Yours sincerely,

[REDACTED]

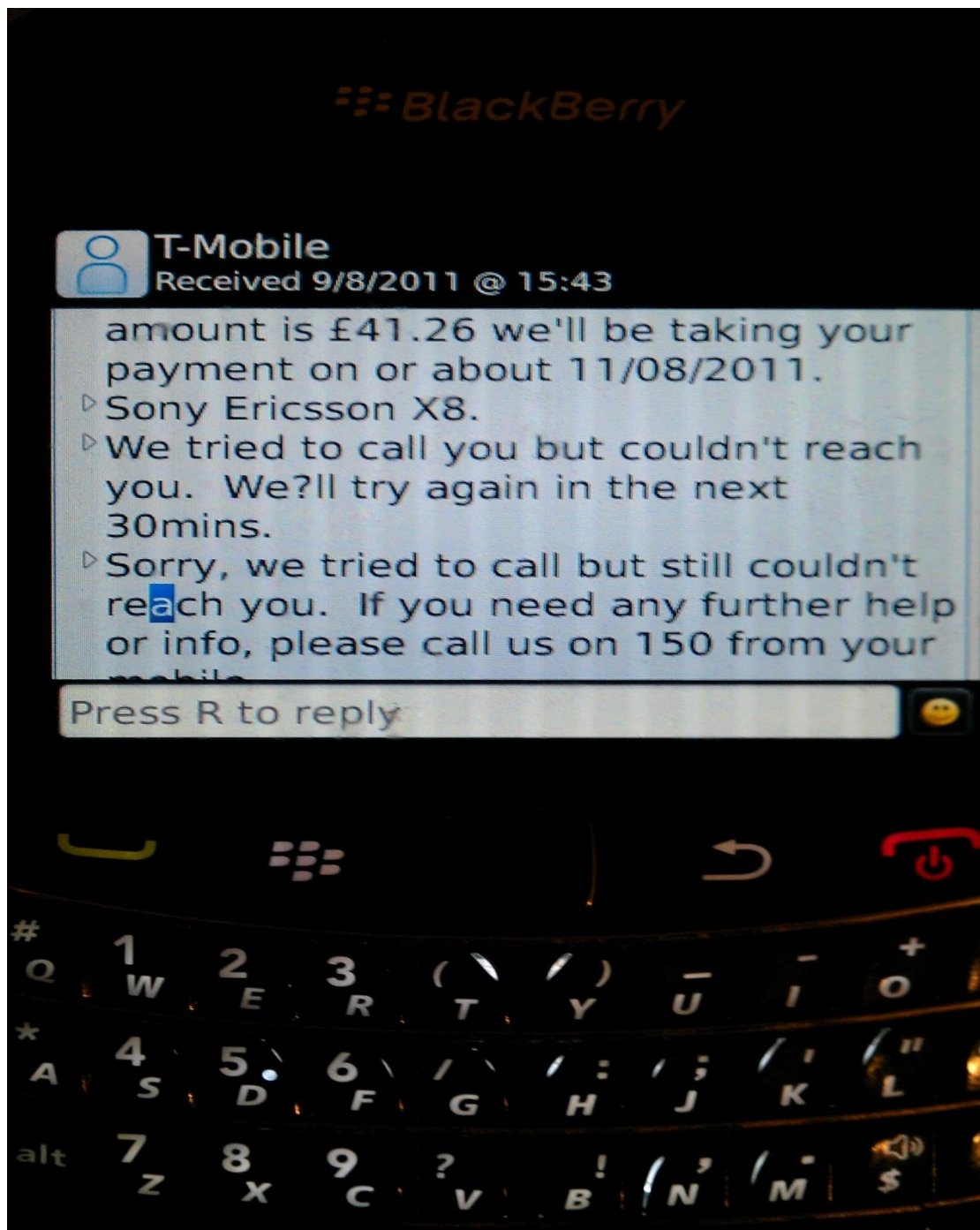


Fig1 SMS messages showing attempted trials to call me to persuade me to stay on Tmobile

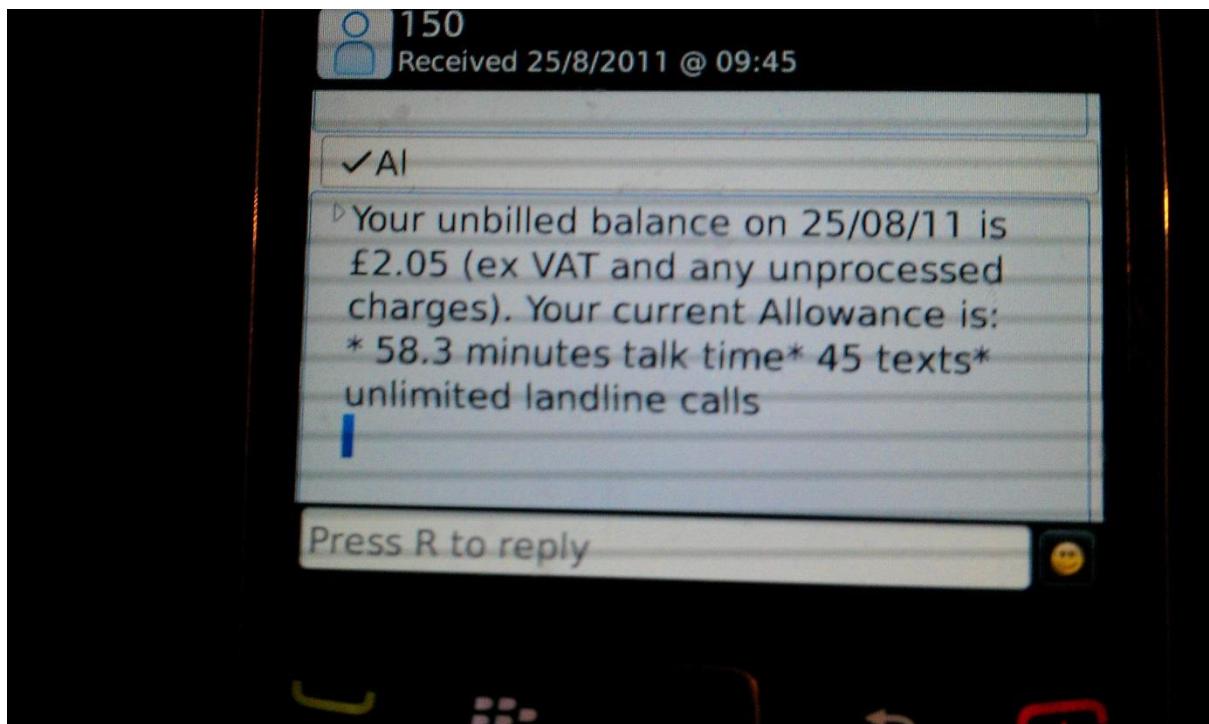


Fig2 SMS message from 150 received demonstrated there was unlimited landline calls

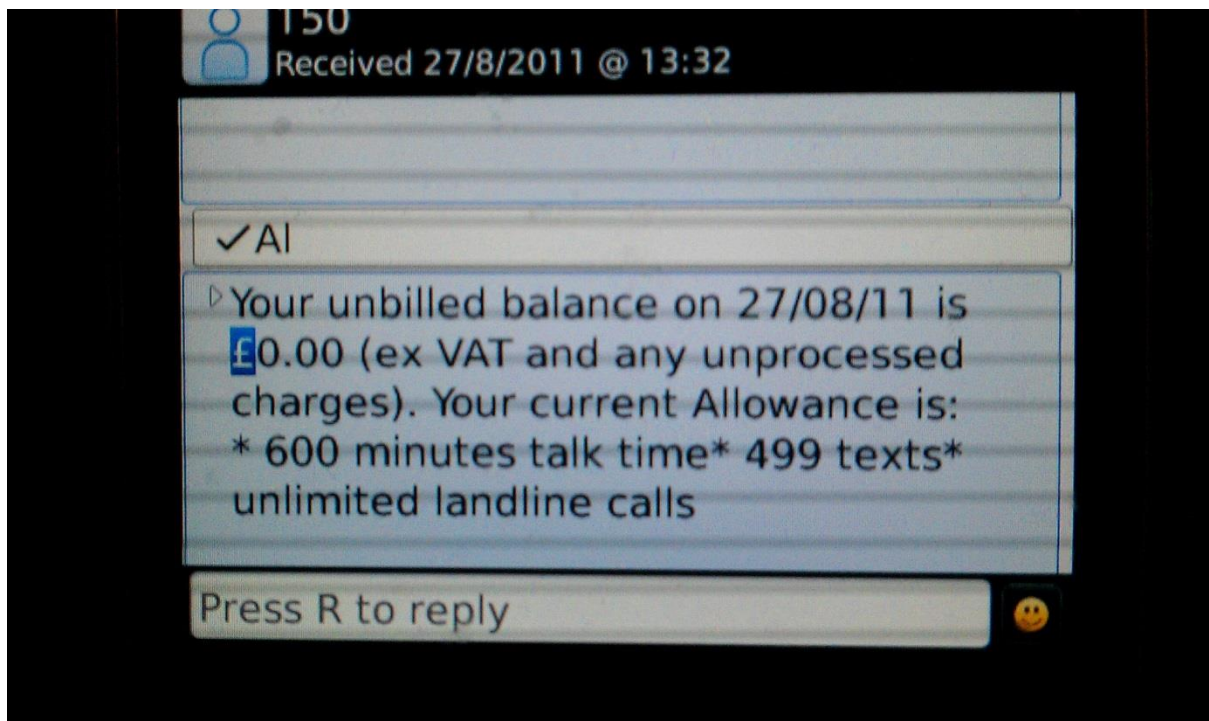


Fig3 SMS message from 150 received demonstrated there was unlimited landline calls

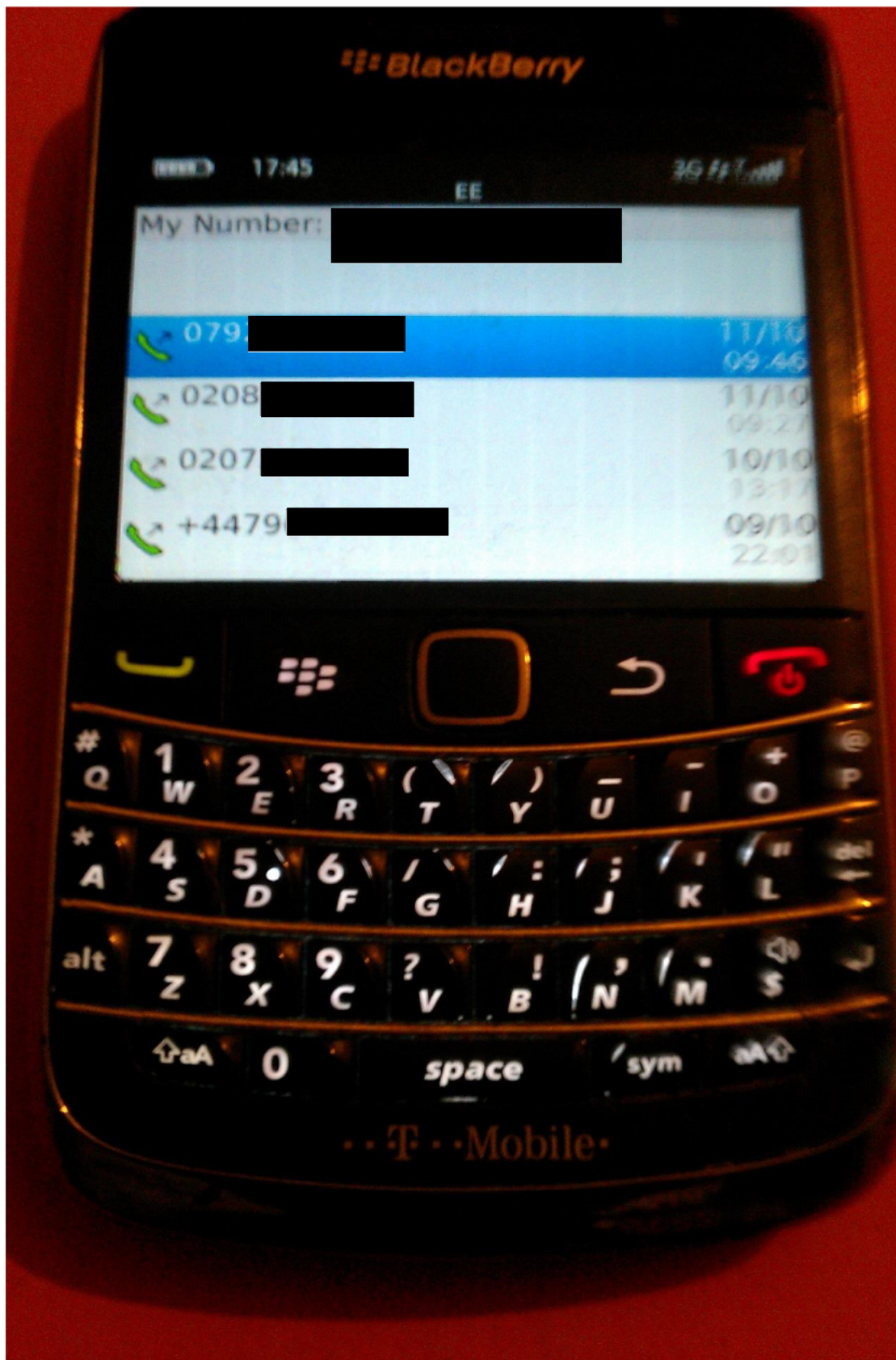


Fig4 Shot showed that calls were made to Landline numbers. Tmobile denied no landline numbers were made in October 2011.

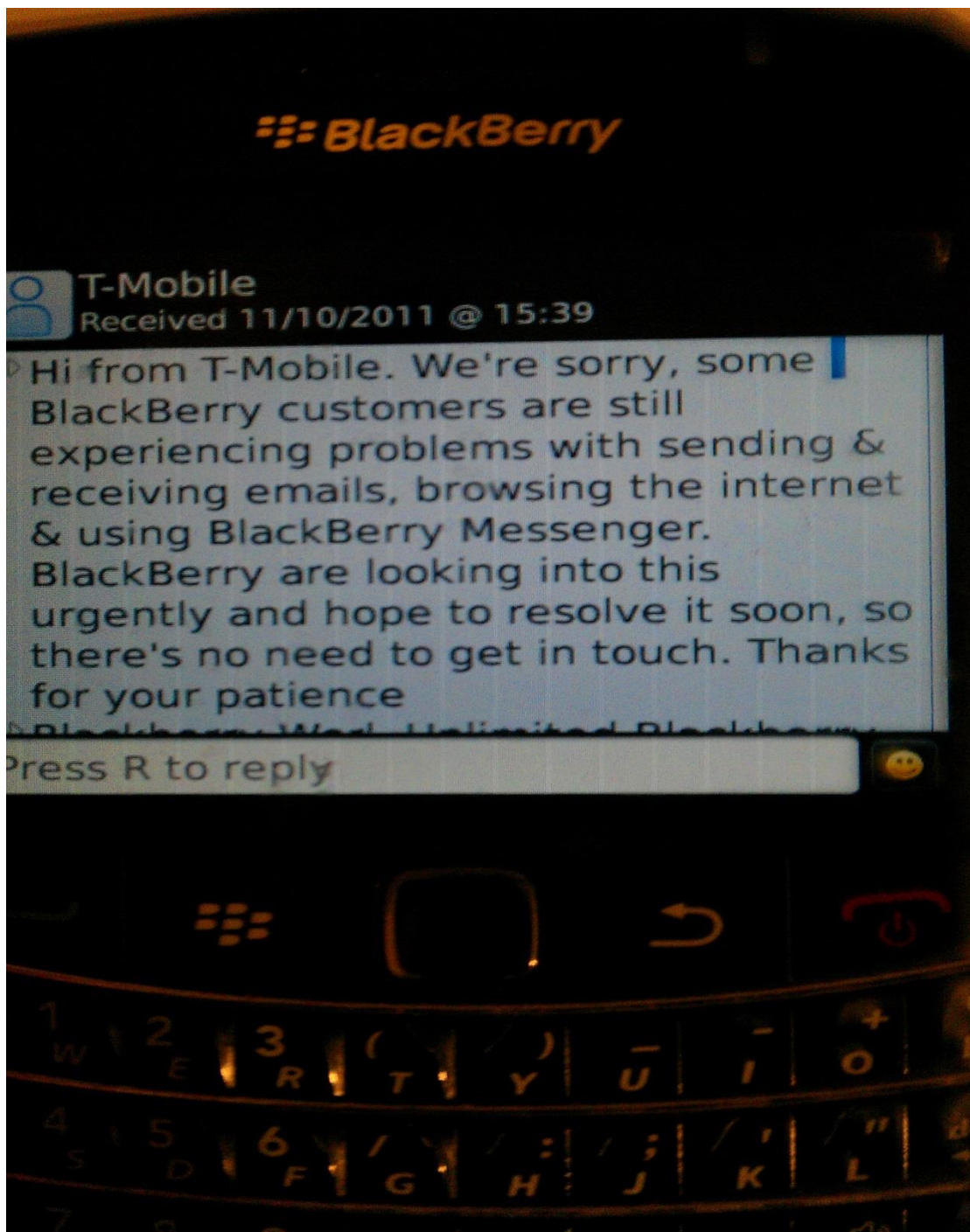


Fig5 SMS message from T-Mobile on possible problems that could have led to tariff problem. Note instruction that Customer should not get in touch with T-Mobile.

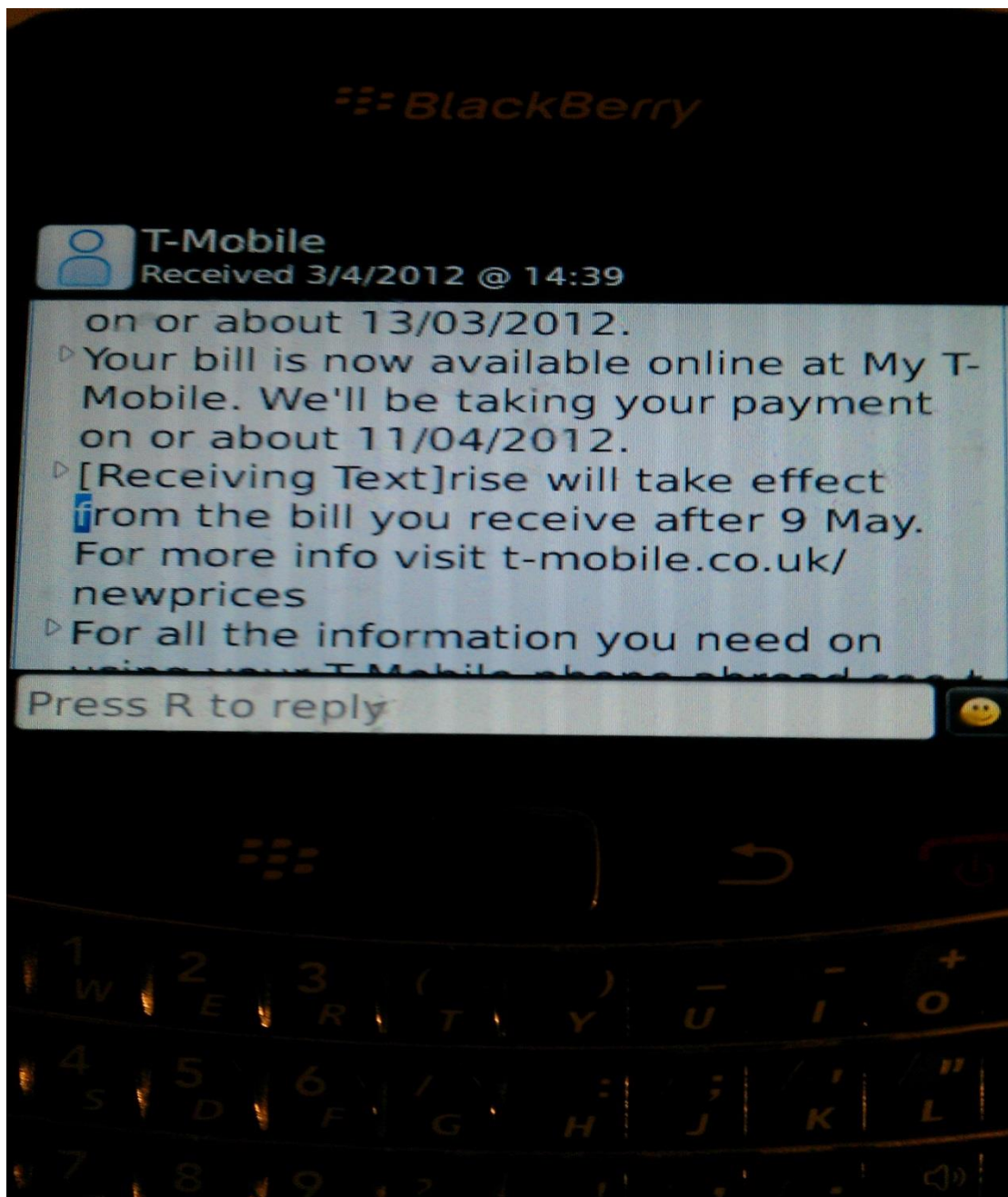


Fig6 SMS message showing incomplete message.

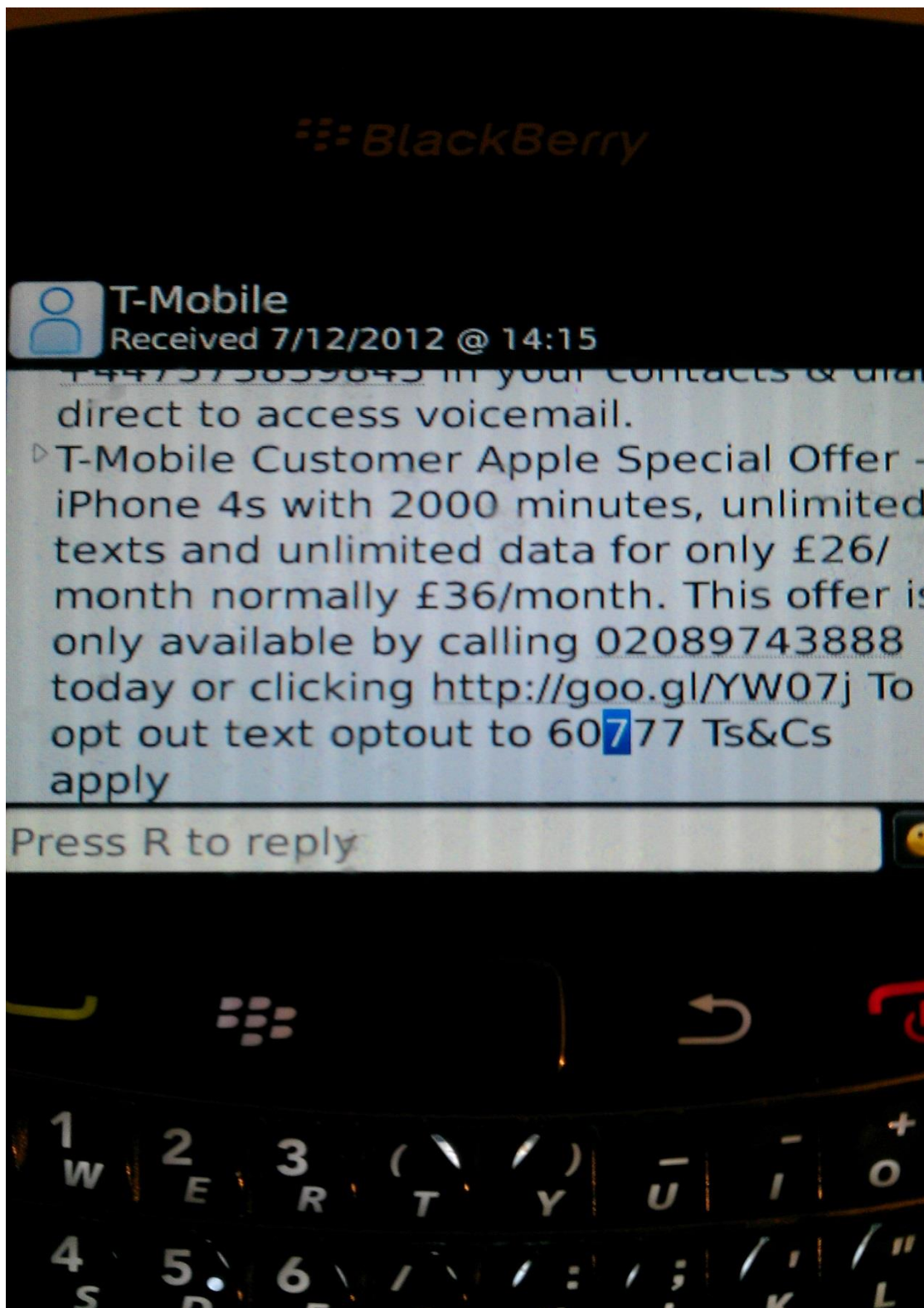


Fig7 SMS Tariff for deal with iPhone for £26 per month.

Case Ref.: [REDACTED]

COMMUNICATIONS & INTERNET SERVICES ADJUDICATION SCHEME

BETWEEN

[REDACTED]
and

(Claimant)

[REDACTED]

(Respondent)

Claimant's comments to the Respondent's Defence

Crucial comments

1. The Claimant last numbering ended on Page 19 (**P19**) on 23 February 2014. For ease of reference the numbering here will start from Page 20 (**P20**).
2. The Claimant recalls that the adviser made it clear at the time that the deal was a phone call deal. The following Terms and Conditions in the Respondent's Schedule 4 appeared to give credence to it:

9.13. This Agreement is the whole agreement between You and Us. Any other information that You may have seen or heard before You entered into this Agreement isn't included."
3. The Respondent's Schedule 5 on page 3 accurately depicted the corresponding £2.05 shown on Fig2 on **P15**. This clearly showed that unlimited landline phone was included in the rolling one month package.
4. Furthermore, Fig3 on **P15** showed that the new circle clearly indicated unlimited landline phone number.
5. Fig4 on **P16** showed that a call to mobile 0792[REDACTED] at 0947 appeared on the itemised bill of the Respondent's Schedule 8 on their page 4 but the Landline 0208[REDACTED] at 0927 in Fig4 on **P16** in which call was made was not on the itemised bill. It follows that it was captured as unlimited call and therefore not recorded.
6. There are several other examples of calls still displaying on the Blackberry Phone to demonstrate that calls made to landline numbers were not listed because they were not monitored for usage against call allowance.
7. The Respondent has disclosed a number of itemised bills but did not disclose those calls that were not monitored for the period in dispute. The following are copied from entries 24, 25 and 28 dated 24/07/2013 of the Respondent Schedule 2 which showed that calls not monitored for usage against allowance **are not recorded**:

"ppp/[REDACTED]
07[REDACTED]

RE: cust wants to know the details of the call he made on the 26/03 to a landline number starts with 02

=== adv cust we dont have record since he has unlimited calls to landline numbers.. explained to cust that we record the numbers that the customers are calling because we need to monitor the

usage against the allowance .. but since he has unlimited , there's no need for us to check his usages against the allowance ... cust insists .. said he needs the record for court hearing purposes .. he said he has court order ...
== adv cust to write a letter to UK office
== cust refused wants to speak to a supervisor
tm on the phone .. offered cb"

"Message Text:1/1

Requests must be made in writing to the Information Disclosure Manager, accompanied with a cheque made payable to T-Mobile for £10"

"Message Text:2/2

to the following address:

Information Disclosure Manager
EE Ltd.
1 Trident Place Building 2
Hatfield Business Park
Hatfield, Hertfordshire
AL10 9BW"

8. The inference from the above entries is that calls that were not monitored for usage against allowance such as calls made to "150" and landline numbers beginning with "01, 02 and 03", emergency numbers as well as calls received by Claimant, can only be disclosed through request to the Respondent's **Information Disclosure Manager**.
9. The Claimant believes that the Respondent is being wholly unreasonable despite the indisputable evidence provided by the Claimant in his 23 February 2014 19 page evidence. The Adjudicator is invited in the **Interest of Justice** to order the Respondent to disclose all **unmonitored calls** between **28 June 2011** (where it was stated that the Claimant called to close the phone account as shown on entry 88 on Schedule 2) and **24 November 2011**.
10. The disclosure of unmonitored calls between 25 August 2011 and 24 November 2011 will demonstrate that the Claimant made series of calls to several landline numbers including the **Police Public Access Office on 02071613500** on 15 Nov 11 at 13:27.

Persuasive evidence on the purported (Sim12)15

11. The Claimant has decided to check [REDACTED] on receipt of the Respondent's Defence whether he could find similar offers he was given to him as he stated in his paragraphs 3 to 7 of **P1** of his evidence to CISAS on 23 February 2014.
12. The Claimant attached to these comments [REDACTED] as evidence which demonstrated that the Respondent gave out the 12 month deal at 50% of the amount (**P31-47**). There was no user that paid the higher premium of £15.31 that the Claimant accepted because of the rolling one month deal he stated in his evidence (see **P1§7**).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. It follows [REDACTED] paying less than 50% of the (Sim12)15 which again supported the Claimant facts.
14. The Claimant would now respond to some of the comments in the Respondent's Defence. They are done within the relevant paragraphs.

Respondent's Para 8

15. The Claimant attached herewith the approved contract (**P28**) of 26 February 2010 and showed the Respondent is again wrong in not providing the accurate account of the contract entered by the Claimant. The detail can be easily seen as the following:

"Free Boosters: Unlimited Internet - £0.00 per month
Inclusive Boosters: BlackBerry Booster - £0.00 per month
Free Gift: 9 Months 1/2 Price by redemption

Effective Cost £30.00 a month"

16. As seen above both the Internet and Blackberry were £0.00 per month (**P27-28**) with a monthly cost of £40.00 (**P27** and **P29**). There was nothing like £5.10 for Blackberry Email Booster in the approved contract. It was an inclusive £40 per month deal with 9 months half price discount applied to the £40 making it an effective deal of **£30 per month** as the Claimant clearly stated in his evidence on **P1**§1 (**P1** para 1).

Respondent's Para 11

17. It was not correct that the Claimant was made aware of a 12 months contract and not correct that the Claimant was issued any of the said letters indicated by the Respondent. As can be clearly seen from the Respondent's Schedule 3 there was no method of postage to demonstrate that the purported letters were actually posted to the Claimant. Crucially missing from the Respondent is the following relevant message (**P30**):

"We'll even text you each month to let you know when your next bill is ready to view online, how much it is and when it's due."

18. It follows part of the contractual agreement was to receive via sms message how much monthly was the bill. Had this process continued the Claimant would have realised almost immediately rather than three/four months later in April/May 2012 to inform the Respondent.
19. It should also be noted that when the Claimant informed the Respondent it was not considered a dispute at the time as the Respondent informed the Claimant not to worry about it that in due time the money would be recalculated and credited to his Bank Account (see entry 76 of Schedule 2). There was nothing to disbelief the Respondent that the money would be refunded in due course.

Respondent's Para 13

20. The Respondent asking strict proof for a phone deal they hold all the records beggars belief. Such request is unreasonable as the Claimant was not given the audio record of the call and no written confirmation provided. However the Claimant ensured at the time to get the response through the use of allowance by sending "AL" to 150 (**P15**).
21. [REDACTED]
[REDACTED]
22. [REDACTED] stated that the tariff is 50% discount. Thus this supported the Claimant version provided.

Respondent's Para 15

23. The Claimant once aware of the cost brought it to the attention of the Respondent.
24. The Respondent never issued monthly bill to the Claimant email address and/or phone number stating the cost incurred.
25. As can be seen the period which the Respondent claimed that the Claimant contacted the Respondent were 20 April 2012 and May 2012 where the monthly plan is still £15.31 as can be seen from Schedule 12 provided by the Respondent. The Claimant believes that any loyalty discount was an administrative convenience by the Respondent to ensure that the Blackberry does not have any cost effect on the claimant.
26. The Claimant was not aware of any cost increment in writing which the Respondent is obligated in accordance to the terms and conditions to be notified
27. Whilst the respondent has given so much coverage to some of the terms they withheld coverage of the following terms which plays crucial role to the contract:

"7.1.2. We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving active users of the Additional Service a reasonable period of Written Notice. The change will then apply to You once that notice has run out."

7.1.3. We can suspend, change or withdraw Your Price Plan or Price Plan Services. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.

7.1.4. We can increase any Price Plan Charge. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.

9.3. We may send notices to either Your postal address, Your online account, or Your email address regardless of how Your bill is made available to You.

9.4. You must call customer services straightaway about any change in Your postal address or email address. It's Your responsibility to make sure that the email address that You give Us is correct, current and works at all times. If You change Your email address or it stops working for any reason, You must notify Us immediately. If You fail to inform Us of any change, We will continue to make Your bill available to You by either (depending on how You receive Your bills) sending it to the last postal address that You gave Us or making Your bill available in Your online account and sending any notification to the last email address that You gave Us. Those bills will be payable in accordance with point 4.4.

28. It follows that any increment above the agreed £15.31 monthly contractual amount must be put in writing to the Claimant which was not done as can be seen on entry 86 of Schedule 2 of the Respondent which supported the Claimant evidence on Fig6 on **P18** of the Claimant's Bundle of documents. Any increment above 10% is considered of material detriment and Blackberry Booster charges of £5.10 is an increment of about 33.31%.

Respondent's Para 17

29. The out of allowance charges was computed because the contractual agreement of unlimited calls to landline number was unlawfully removed by the Respondent. As can be seen between the three-month period of **25 August 2011 to 24 November 2011** there was no single iota of landline registered number. It was irrational for the Respondent to be stating that the Claimant made no landline calls whereas that was not the case as a number of such calls were made. Examples of calls in November 2011 are:

014 [REDACTED] on 1 November 2011 at 15:31 hrs

020 [REDACTED] 4Nov2011 at 11:55 hrs

020 [REDACTED] 7Nov11 at 16:39 hrs

Police Public Access Office on 02071613500 on 15 Nov 11 at 13:27

30. It can be seen that since 27 June 2012 to date there has not been any itemised billing of landline numbers. This same trend was seen between 25 August 2011 and 24 November 2011. These clearly showed that there was unlimited landline number which was unlawfully removed by Respondent without giving adequate notice in accordance with law.

Respondent's Para 20

31. The Claimant pleaded a conservative estimate of £150.00 as at 23 February 2014 without knowledge of the "The Litigants in Person (Costs and Expenses) Act 1975 (as amended)" of £18p/h. The Claimant also pleaded that he spent **full 16 hours of work** as can be seen in paragraph 17 of his evidence on page 2 dated 23 February 2014. The Claimant had provided his evidence with the purchase of Adobe Professional to format

and to number the pages from page 1 to 19. The Respondent cannot properly be satisfied to state that the Claimant is not entitled to compensation. The Claimant believes that he is entitled to compensation for the work he has done to present his case in the best possible way and the wholly unreasonable attitude from the Respondent which has caused him untold stress and deprivation of earned money from loss time.

32. The Claimant has now incurred **24 additional hours** over a period of four days of work reading the Respondent's Defence and its 17 schedules. The Claimant had spent time to draft this comments in response to the Respondent's Defence so as to help in the administration of justice for the Adjudicator to reach an informed decision.
33. The Claimant invites the Adjudicator to take into consideration "The Litigants in Person (Costs and Expenses) Act 1975 (as amended)" which gives the unrepresented litigant the right to recover money in the form of compensation in respect of work done in litigation.
34. The Claimant, who is currently a registered self-employed, has been deprived of using the time to trade to responding to a claim that the Respondent has shown to be wholly unreasonable in their actions. Had the Claimant used the time to trade he would have earned a minimum of £30 per hour.
35. The Claimant has now spent a total of 40 hours (16 hours as at 23 February 2014 and additional 24 hours as at today to make the additional comments).
36. The Claimant respectfully request that the Adjudicator grant him the 40 hours of work spent due to the wholly unreasonable behaviour of the Respondent at the rate of £30 per hour. If the adjudicator disagrees with the Claimant on the hourly rate of £30 and not willing to give higher than the £18 flat rate, the Claimant invites the Adjudicator to apply the flat rate of £18 per hour which Litigant in Person is allowed to recover by law. Furthermore, the Claimant request for any just satisfaction in the interest of justice.
37. The Claimant believes that the facts in this statement as well as the facts he presented in the evidence dated 23 February 2014 are true.

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Subject: BuyMobilePhones.net – Order Acknowledgement [REDACTED]
From: no-reply@buymobilephones.net (no-reply@buymobilephones.net)
To: [REDACTED]
Date: Friday, February 26, 2010 12:42 PM

Hi,

Thank you for ordering from BuyMobilePhones.net.

Your order will be processed as soon as possible and you will be notified by email as soon as it is dispatched.

Please visit us again soon.

You can check the status of your order by logging in to your account at:
<http://www.buymobilephones.net/account>

=====
Order Number: [REDACTED]

Billing Information:

=====
Name: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

Postcode: [REDACTED]

Phone: [REDACTED] 1

Mobile: [REDACTED]

Email: [REDACTED]

Shipping Information:

=====
Name: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

Postcode: [REDACTED]

Shipping: Normal

Your Order: [REDACTED]
=====

1 x BlackBerry Bold 9700 + Line Rental Discount on T-Mobile £35 (18mths) + BlackBerry

Code: Bold9700tm3518bb Price: £0.00 Total: £0.00

Monthly Cost: £40.00

Free Boosters: Unlimited Internet - £0.00 per month

Inclusive Boosters: BlackBerry Booster - £0.00 per month

Free Gift: 9 Months 1/2 Price by redemption

Port this Number: None

Tax: £0.00

Shipping: £0.00

Total Amount : £0.00

You can check the status of your order by logging in to your account at:

<http://www.buymobilephones.net/account>

Subject: BuyMobilePhones.net Order Approval

From: no-reply@buymobilephones.net (no-reply@buymobilephones.net)

To: [REDACTED]

Date: Friday, February 26, 2010 5:17 PM

Hi [REDACTED]

Thank you for ordering from BuyMobilePhones.net. Your order has been approved and we will contact you as soon as your goods are despatched.

Kind regards,

BuyMobilePhones.net
<http://www.buymobilephones.net/>

Your order number [REDACTED] consisting of the following has been approved

=====

1 x BlackBerry Bold 9700 + Line Rental Discount on T-Mobile £35 (18mths) + BlackBerry
Code: Bold9700tm3518bb Price: £0.00 Total: £0.00

Free Boosters: Unlimited Internet - £0.00 per month
Inclusive Boosters: BlackBerry Booster - £0.00 per month
Free Gift: 9 Months 1/2 Price by redemption
Port this Number: None

=====

Thank you for shopping with BuyMobilePhones.net

Subject: Re: Fw: BuyMobilePhones.net – Order Acknowledgement [REDACTED]
From: [REDACTED] – BuyMobilePhones.net [REDACTED]@buymobilephones.net)
To: [REDACTED]
Date: Saturday, February 27, 2010 11:01 AM



BlackBerry Bold 9700

• QWERTY SureType® Keyboard • Touch-sensitive Optical Trackpad • Wi-Fi • Bluetooth with A2DP Stereo Streaming • 3.15MP Flash Camera with Facebook Upload • 3.6Mbps HSDPA Fast Internet • GPS Receiver with BlackBerry Maps • MicroSD Card Compatible up to 16GB

£ FREE

Availability: In Stock



T-Mobile £35 + BlackBerry

900 cross-network mins + 500 texts + Unlimited data + BlackBerry Booster • 18 months
£ 40.00 a month



9 Months 1/2 Price by redemption

Effective Cost £30.00 a month

[REDACTED]
Sales Department

buymobilephones.net

Contract House, Turnpike Business Park, Alfreton Derbyshire DE55 7AD.

Tel: 08000 087 272

Web: www.buymobilephones.net

Bill date: **27 February 2010**

Account holder:

Account number:

Invoice number:

Phone number:

Feb '10

View your bills easily online

Hello,

Thanks for choosing T-Mobile. When you sign up, we automatically send you a first paper bill to make sure that all of your account information is correct. Please make sure that you check this bill carefully and let us know if there are any details that need to be updated, by calling us on 150 from your T-Mobile phone.

Remember that you've chosen to receive all your monthly bills electronically from now on, which means that you will be able to view them online at our My T-Mobile site.

If you haven't already created your personal My T-Mobile account, go to t-mobile.co.uk/myt-mobile to log on and create it now. Signing up is really quick and easy and once you're logged in, you'll be able to view your bill easily and securely. You'll also be able to track your spending during the month, compare your monthly bills and get loads of other information about how to get the most out of being with T-Mobile.

We'll even text you each month to let you know when your next bill is ready to view online, how much it is and when it's due.

If you decide that you would like to receive a paper bill from us instead, just give us a call on 150 from your T-Mobile phone and let us know. Remember that receiving a summarised paper bill will cost one pound each month and if you would like the bill itemised, it's an extra 50p for each telephone number on your account.

Yours sincerely



Russell Taylor
Customer Service Director

