

Pay as you go 1 Terms and Conditions

Consumers Version: December 2024

These terms and conditions form part of the agreement between you (the person purchasing services and products from us) and us (Vodafone Limited).

You agree to the terms of this agreement by purchasing the services (topping-up).



Our contact details

This is how you can get in touch with us:

General enquiries:



Phone

191 (free from a Vodafone SIM) 08080 057 444 (free from any UK mobile or landline))



Post

Vodafone House, The Connection, Newbury, Berkshire RG14 2FN



Cha

www.vodafone.co.uk/contact-us



Website

www.vodafone.co.uk

Service and equipment issues:



Phone

191 (free from a Vodafone SIM) 03333 040 191 from any UK landline or mobile



Post

Vodafone House, The Connection, Newbury, Berkshire RG14 2FN

If we need to get in touch with you or send notices, we'll send these by post, voicemail, text or email.

Need this document in a different format?

For a large print, braille, dyslexia-friendly, or audio CD version of this document:



Phone 03333 043 222



Email disability.access@help.vodafone.co.uk

Vodafone Limited, registered in England & Wales under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN



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A. Our services and agreement

1. Our services

This agreement covers your personal use of our Pay as you go 1 services and SIM card if you are:



a consumer and



a UK resident with a UK billing address.

This is what we mean when we refer to 'service' in this agreement. This agreement does not cover any equipment (for example, the purchase of your phone). With Pay as you go 1 there's:

- no minimum term contract (no auto renew)
- no hidden fees (only pay for what you use)
- unlimited texts each day (from midnight)
- unlimited calls each day (from midnight)
- 50MB data each day (from midnight)
- no credit check
- Download the My Vodafone app to manage your payments and account, including adding more data or Extras, and there's 24/7 online support with TOBi and our webchat tool.

2. Our agreement

Our agreement together is made up of the following documents, available at vodafone.co.uk/terms:

a. These terms and conditions (this document)

Sets out terms that cover (i) the SIM or eSIM profile (the SIM); & (ii) services (minutes, texts, data) used in your Pay as you go 1 plan. (These take precedence over documents listed below if there's a conflict).

b. Charges

Sets out the price and charges for your Pay as you go 1 service <u>vodafone.co.uk/terms-and-conditions/consumer/mobile/pay-as-you-go/price-plans/payg-airtime-conditions-plan/</u>

c. Any Extras terms

Sets out any out of plan Extras associated with buying Pay as you go 1 service from us wodafone.co.uk/terms-and-conditions/

d. Returns policy

Explains our policy & process for returns & cancellations <u>vodafone.co.uk/terms-and-conditions/consumer/buying-with-vodafone/buying-online/returns-policies/</u>

e. Acceptable use policy for consumers

Explains what you can and can't do with our services & equipment <u>vodafone.co.uk/terms-and-conditions/consumer/mobile/other/acceptable-use-policy/</u>

f. Traffic management policy

Sets out fair access for all our customers <u>vodafone.co.uk/terms-and-conditions/consumer/network-and-coverage/traffic-management/</u>

Our Privacy Policy (<u>vodafone.co.uk/privacy</u>) explains how we & our group companies may collect, use, & share your personal information.





B. Getting up and running

1. You must already be a Big Value Bundle customer to be eligible for Pay as you go 1.

Big Value Bundle ('BVB') means one of our Pay as you go plans that gives you an allowance of standard minutes, texts and data to use in the UK and Zone A for 30 consecutive days (starting from the day you activate them).

- 2. Opt-in to Pay as you go 1 by:
 - ✓ texting "PAYG1" to 49503 from your Vodafone mobile
 - ✓ calling **41146** free from your Vodafone mobile
 - ✓ logging into My Vodafone Account (not the My Vodafone App).
- 3. Top up a minimum of £5. By topping-up, you agree to the terms of this agreement.
- 4. We'll send you a text once your Pay as you go 1 is ready for use.



Once you become a Pay as you go 1 customer, you can still buy an Extra or a BVB (different rates apply for out of bundle usage).



C. Using our services

3. What's included in your plan?

Within the price of your plan, you'll receive:

- 50MB data
- unlimited texts
- unlimited calls

This is known as your allowance

(described further in the Charges document)

You can:

- ✓ use your allowance within the UK
- ✓ use your allowance within Zone A
- ✓ use your allowance from Zone A to the UK
- ✓ receive standard international calls when in the UK and Zone A
- ✓ receive standard international texts when in the UK, Zone A, and other roaming destinations.

Carrying out activities that are out of plan (for example roaming, or calling an international or premium rate number) will be chargeable.



'Roaming' means using networks in countries other than the UK to make calls, send texts or use data.

Roaming outside of Zone A is **not included** in your plan, so you'll need to purchase the relevant Extra. We've divided the world into zones that carry different charges (which can change from time to time). For Roaming Extra charges and information, visit the My Vodafone app. For more information on roaming, visit vodafone.co.uk/mobile/global-roaming.



4. What if you want out of plan activities?

Once you become a Pay as you go 1 customer, you can still buy an Extra or opt in to a BVB (different rates apply for out of bundle usage) to cover out of plan activities.

Your data allowance will be capped at 50MB a day, so you'll avoid unexpected data charges. We'll let you know if you are about to run out of data and you can purchase more data if you need to.

	When do you need a BVB?	When do you need an Extra?	
When would you use this?	If you want a 30 day plan	If you want one-off activities	
Examples	 ✓ If you're travelling to one of our roaming destinations and will need to make multiple calls, send texts or use more regular data. ✓ You're in the UK or Zone A need more data over the next 30 days. 	 ✓ If you're in the UK or Zone A but want to call or text an international number, you'll need an International Calls/Texts Extra. ✓ If you're outside the UK and Zone A and want to make a one-off call, text or use data, you'll need a Roaming Extra. ✓ If your plan has run out of data, you'll need a Data Extra. 	
Where can you find more information?	www.vodafone.co.uk/sim- only/pay-as-you-go-sim/renew- bundle	vodafone.co.uk/mobile/extras	
How do you buy this?	Buy online at My Vodafone or in the My Vodafone App		
What are the terms and conditions?	vodafone.co.uk/terms		
When will it take effect?	The day a BVB is added to your account will count as day 1. It'll run out at 11.59pm UK time on day 30.	We'll credit your account with the relevant Extra once we've processed your payment.	



5. Our service quality and availability

We aim to provide you with the service at all times and with **reasonable skill and care**. However, due to the nature of mobile technology, our services are not fault-free and are not available everywhere in the UK. Quality of upload and download speeds may vary.



Check predicted coverage in your area at vodafone.co.uk/network/status-checker.

There are several reasons why you may find problems with the services, including moving home or work, weather conditions, tree coverage, network damage, number of people using the network and so on.



What's the difference between upload and download?

'Upload' refers to data **sent from** a device such as a mobile phone, tablet, computer, or communications network. This includes all types of **outgoing** data, such as sending emails, posting on social media, or uploading a file or picture. It may also include data sent over the network while playing an online game.



'Download' refers to data **received** by a device such as a mobile phone, tablet, computer, or a communications network. This includes **receiving** emails, downloading files, viewing social media content, or browsing web pages. Online games also generate download traffic.

We'll use reasonable efforts to allow you to use overseas networks. Such networks may be limited in quality and coverage; access will depend on the arrangements between us and the foreign operators.

Your contract summary will state the speeds relevant to your plan. You can also find estimated coverage and speeds at vodafone.co.uk/coverage.

6. Your acceptable use

You are responsible for anyone using your services. You (or anyone using your service) must not:

- use your service for any purpose that may be abusive, a nuisance, illegal, or fraudulent;
- do anything that may impair the network; or
- use automated means to make calls, send texts, or send data (including GSM Gateways).

The above list is not exhaustive. Always check if you need permission before downloading content. We also monitor use, such as excessive use that we believe is in breach of our Acceptable Use Policy.

We reserve the right to suspend or throttle (slow down) services if the above usage is suspected. For information on using our services or actions we can take, see our Acceptable Use Policy at vodafone.co.uk/terms.

7. Your personal use

The services are for your **personal**, **non-commercial use only**.

If we determine or reasonably suspect that your usage is inconsistent with our Acceptable Use Policy, we may transfer you to a more suitable plan or take other action in line with our Acceptable Use Policy.

8. Our traffic management

During busy periods on our network, we may manage traffic so that everyone has access to our services. This includes us managing information, entertainment and communication on your device to protect our network from being too busy. See vodafone.co.uk/terms-and-conditions/consumer/network-and-coverage/traffic-management/.





D. Payment and charges

9. How do you pay for the services?

The charges for the services are explained in the Charges document <u>vodafone.co.uk/terms-and-conditions/consumer/mobile/pay-as-you-go/price-plans/payg-airtime-conditions-plan/</u>
You pay these for these by topping-up your account, which you can do:

- ✓ online (vodafone.co.uk/my-vodafone-account/pay-as-you-go-top-up);
- ✓ in the My Vodafone app;
- ✓ by calling 2345 free from a Vodafone mobile or 03333 044 775 from any other mobile or landline (standard call charges apply); or
- ✓ by buying a voucher from our channel partners' stores.

You don't need to register a payment card, but doing so may make it quicker for you to top up. We'll credit your account with the amount of the top up (usually immediately but it can take up to 24 hours).



You can check your allowances, how much you have topped up and how much credit you have used by typing *1345# into your phone and pressing call or send. If you run out of credit, you won't be able to make calls (except emergency numbers), send texts or use data.

10. How do you pay for Extras?

Payment for Extras will be taken from your registered payment card upon purchase (these do not Auto-Renew). We'll send confirmation when we take payment. You will not be able to purchase an Extra without having an active plan, or without a registered payment card.

For information on the charges for Extras, visit the My Vodafone app or <u>vodafone.co.uk/mobile/extras</u>. For the Extras terms, see <u>vodafone.co.uk/terms</u>.

11. How do you pay for premium rate & non-geographic numbers?

Purchase a Premium Rate Credit Extra to call or text certain premium rate or non-geographic numbers.



'Premium rate numbers' charge a higher price for selected services, for example to pay for parking charges or voting on a television show.



'Non-geographic numbers' are used by, for example, businesses, government agencies, information lines and payment services (they usually start with 084, 087, 09 or 118).



a. Charges for Premium Rate calls: These are split into two parts, which will both be deducted from your Extra:



'Vodafone access charge': amount we charge to connect the call (described in your Charges document), charged by the second with a one-minute minimum call charge

+

'Service charge': amount charged by the service or organisation you are calling (not by us), for example, businesses, government agencies, information lines and payment services (they usually start with 084, 087, 09 or 118)

Your calls will be rounded up to the nearest minute and the charge will be deducted from your Extra. See further Extras terms at vodafone.co.uk/terms. For information on charges, see vodafone.co.uk/ukcalling

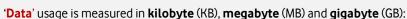
b. Charges for Premium Rate texts: These are set by the merchant of the number you want to text.



Example: To send a text to vote on TV that costs £2 (set by the merchant), you must purchase a Premium Rate Credit Extra (for £5, for example), and £2 would be deducted from the £5.

12. How we calculate data

What is data usage?





1 megabyte (MB) = 1024 KB 1 gigabyte (GB) = 1024 MB

We calculate your data usage based on the amount of data that travels over our network (which may differ from the data your device consumes). It doesn't matter if you are using 3G, 4G, 5G, GPRS, Edge or HSPA; we measure data in the same way over each of these networks.

Your data usage may include data 'packages' re-sent over the network, for example if your connection drops off or if a webpage is refreshed. Certain data services (such as zero-rated websites) won't be taken from your data allowance. If you exhaust your day allowance & need more data, you can buy a Data Extra.

13. How we calculate calls

- **a.** Calls from your allowance or Extra: All calls (making and receiving) will be rounded up to the **minute** as soon as the call connects and will be deducted from your allowance or Extra.
- b. Disconnected calls: Where a call originating from your phone is disconnected, the network will initially assume that signal has been temporarily lost for example, when passing under a bridge or through a tunnel. Therefore, the connection will be maintained and charged for the first 10 seconds after signal is lost.



If the signal is re-established, the call will continue as before and you will be charged for the **full duration** of the call, plus the 10 seconds of charge while the signal was lost.



If the signal is not re-established, you will only be charged for the duration of the call that took place before the disconnection, plus the 10 seconds of charge while the signal was lost (rounded up to the nearest minute), and this will be deducted from your allowance or Extra.



Example: If you've switched off the phone, run out of battery or moved permanently out of range, you'll be charged for the duration of the initial connection plus 10 seconds while signal was lost. To minimise this risk, you must end each call correctly as set out in the phone user instructions.





E. Changes we can make

14. We may change our agreement, charges or services

We may change your agreement, our services or charges **at any time** in order to do one or more of the following:

- a. change the **way** in which we provide services to you (for example, allowing you to call a new category of number with your phone plan);
- b. change the **structure** of our services, charges or equipment (where applicable);
- c. change the amount payable for part of the services, including without limitation additional services (for example, we may change the amount payable for certain types of calls if our international partners increase their costs);
- d. remove and/or replace some or all of the **equipment** where applicable;
- e. place **limits** on the way you use our services (for example, if we suspect you have committed an illegal act while using our services);
- f. **stop** providing all or part of the service to you (for example, if we suspect you have breached our Acceptable Use Policy and/or where your actions or inactions might harm our network, among other things);
- g. increase the charges for an optional additional service that does not form part of the main service. Charges for additional services may change from time to time and may be outside of our control. We'll notify you of these changes unless the services are offered by a third party; or
- h. increase charges for **out of plan** services (for example, our Extras).

15. Other changes we can make ('Permitted Changes')

a. We are allowed to make changes without prior notice to you if the changes are:



- i. **beneficial** (or those with no negative effect, in our reasonable opinion);
- ii. administrative, technical, organisational or operational; or
- iii. legal or regulatory.
- b. We can also make the following changes to this agreement, our services or charges:
 - i. make administrative or technical changes;
 - ii. make changes that have no negative effect on your use of the service:
 - iii. make changes that are to your benefit;
 - iv. provide new features of the service to you;
 - v. clarify the agreement so it is easier to understand;
 - vi. make changes required by: applicable laws, regulations, codes of practice, a regulator or a court of competent jurisdiction;
 - vii. reflect a change in the way we organise and/or operate our business; or
 - viii. reorganise where certain terms of the agreement are set out.
- c. We don't know what will happen in the future, so we may need to change our agreement, services, or charges for a reason other than those specified above.



16. Your right to leave if we make a change

You can leave your agreement if we make a change to the agreement, the services, or the charges that:



a. has a negative impact on your use of the service (in Vodafone's reasonable opinion); and



b. is **not a Permitted Change**, as set out above,

If that's the case, we'll usually give you at least **30** days' notice, but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons. To exercise your right to leave, you'll need to tell us within that **30**-day period. If you take no action within **30** days of us notifying you about the changes, you'll be considered to have accepted those changes.

17. Our right to suspend services or end the agreement

- a. We may suspend our services (entirely or in part) or end our agreement if:
 - i. you do not use the service (repurchase a plan or make a chargeable outbound activity) for 180 consecutive days;
 - ii. you use any of our services in a way that may damage or affect the operation of our network;
 - iii. you tell us that your mobile device containing your Pay as you go SIM has been lost or stolen;
 - iv. we consider it necessary to safeguard the security and integrity of our network or to reduce the incidence of fraud (see Acceptable Use Policy);
 - v. we have reason to believe you have purchased (or tried to purchase) a plan or Extra using a stolen debit or credit card, or if the debit or credit card transaction is at some time charged back to us;
 - vi. we are permanently unable to provide our services to you; or
 - vii. we are asked to do so by regulators/required by law.
- b. Per clause 17.a.i above, if you haven't used services for 90 consecutive days, we'll send a text to remind you of our disconnection policy and notify you to 'use the services' (purchase a plan, make a chargeable outbound call, send a chargeable text, or use mobile data). We'll send another reminder 45 days before the proposed disconnection. If you've still not used the services for a total of 180 consecutive days, we'll disconnect your services, and you'll lose any credit or allowances held on your account.
- c. We'll try to tell you when we suspend, restrict or end your use, but we don't have to for example if we suspect fraudulent behaviour. For more information on using our services, check our Acceptable Use Policy at vodafone.co.uk/terms





F. Pausing your plan or ending this agreement

18. If you want to pause your plan

If you don't use your allowance on a particular day, you won't be charged.



If you do not use the service within 180 days, we'll suspend the services as you've chosen not to use them. 'Using the service' means purchasing a plan or making a chargeable outbound activity (calls to 191 are not a chargeable activity). The 180 days starts from the date your plan ends (i.e., after the 30-day period) and not from the date paused, if different.



If you opt out-of a BVB, you will default back to your Pay as you go 1 plan and rates.

19. If you want to leave us

a) Within 14 days of receipt ('cooling off period')

You have 14 days from **receiving** (not activating) your Pay as you go 1 SIM to cancel your order. Contact us via WebChat at <u>vodafone.co.uk/contact-us/</u> to cancel. You can also request a refund for Extras within 14 days of purchasing.

If you've activated your plan or Extra already and used the services, you'll be charged for those services up to the point that you cancel your plan (within the cooling off period). You'll get a refund on a pro rata basis for any days you have not used the service or, in some cases, any unused data, texts or minutes. Visit our Returns Policy at vodafone.co.uk/terms for more information.

b) After 14 days of receipt

You may lose the value of any remaining credit or allowances if you end the agreement.

20. If you want to move to a new provider

- a. You'll need to request a Porting Authorisation Code ("PAC") or Service Termination Authorisation Code ("STAC") from us if you'd like to permanently move ('port') your number to another provider (or switch to another provider without a port).
- b. You can request a code by:
 - 1. using the My Vodafone App and following the mobile switching journey;



- calling 191 from your Vodafone SIM;
- 3. using our website (vodafone.co.uk) and following the joining and leaving section; or
- 4. texting the word "PAC" and your PIN to 65075.
- c. The code is valid for 30 days from issue. If you don't use the code by then, our agreement will continue.
- d. Your service will switch to the new provider within one working day of you providing your code to them.
- e. By leaving us, you'll lose any existing mobile data allowance, access to unlimited calls and texts, any partially used Extras you've bought, and any benefits or discounts.
- f. Our agreement will end at the same time your number is ported or service is switched.
- g. When ending the agreement by requesting a PAC/STAC, you are entitled to a refund of remaining credit.

21. Transferring this agreement to someone else

If **you** would like to transfer this agreement to someone else, you will need our permission.

If **we** would like to transfer this agreement to someone else, we may do this at any time provided doing so does not adversely impact your rights under this agreement.





G. Refunds, issues and complaints

22. Refunds after our agreement has ended

Up to 60 days after you end our agreement, you may request a refund of any wholly unused, unexpired plans or Extras by contacting us via WebChat or calling 191 free from your Vodafone SIM. We will not provide refunds for any partially used or expired plans or Extras. Other important points:

- a. Your right to a refund may be subject to you passing appropriate checks to combat financial crime.
- b. We'll charge an administration fee of 5% (up to a maximum of £5) of the value of your unused credit or wholly unused, unexpired plans or Extras when processing your refund.
- c. This does not affect your statutory right to change your mind about your purchase within the 14-day cooling off period. For more information on this, check the Returns Policy at vodafone.co.uk/terms.



You must have a registered account with us in order to request a refund.

If you end this agreement by requesting a PAC or STAC code, you are entitled to a refund of any remaining credit up to 60 days after your agreement ends with us. If you end the agreement in another way, you may lose the value of any remaining credits or allowances.

23. Losing your mobile device

If your mobile device containing your Pay as you go 1 SIM is stolen, damaged, destroyed or lost, we do not have to give you any refund for any services that you have paid for in advance or for the cost of the mobile device.

Contact us at <u>vodafone.co.uk/contact-us/</u> as soon as possible or call 08080 057 444 (option 1) so we can suspend our services and stop someone else using your service. This does not affect your entitlement to a refund when your agreement with us ends, as set out in the refunds section above.

24. Problems with our services

If we need to interrupt our services for maintenance or because of a technical fault on our network, you may be entitled to a partial refund based on the number of days you are without our services. If you are experiencing a materially degraded service for an unreasonable period of time, you can cancel the service at any time by contacting us).

We will not be responsible for any loss of service due to something outside our reasonable control. To receive a partial refund, you must report to us a severe disruption, which we will assess against your typical usage history.

25. Complaints

If you're having issues with your existing service and need our help, you can:

- a. contact us using the details on the front page of this agreement;
- b. visit vodafone.co.uk/contact-us/;
- c. send your complaint to: Pay as you go 1 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (or, if it is privacy related, see vodafone.co.uk/privacy); or
- d. email us on: customerdataquery@care.vodafone.co.uk.

If we can't fix your issue, you may ask that the matter is referred to an independent ombudsman under our Customer Complaints Code at <u>vodafone.co.uk/help-and-information/complaints/code-of-practice.</u>





H. Privacy, liability and other general provisions

26. Your phone number

When you use your device, your number may be shown on the equipment being contacted and will always be shown if you contact 999 or 112. The emergency services may also use the details you register with us to identify your location.

27. What we do with your information

Our Privacy Policy and Cookies Policy set out how we and our group companies may collect, use and share your personal information. See vodafone.co.uk/privacy for more information.

For any queries, you can contact us at: data.protection@vodafone.co.uk.

28. Fraud prevention

As set out in our Privacy Policy, we may share your personal information with fraud prevention agencies, who may use it to prevent fraud and money-laundering, and to verify your identity.

If we detect fraud, we can refuse you certain services without notice. For further details explaining how the information held by fraud prevention agencies may be used, visit <u>vodafone.co.uk/privacy.</u>

29. Our legal responsibility to you

a. Things for which we are responsible

- ✓ You have rights under the law.
- ✓ Nothing in this agreement excludes or limits our liability for anything we can't exclude or limit by law, or affects your rights under applicable laws or regulations.

b. Things for which we are not responsible

- We'll not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we started the agreement with you (for example, loss of income, business, profit, savings, time, and missed opportunities claims).
- We'll also not be legally liable for events that out of our reasonable control ('force majeure'); for example, if there is a delay in receiving your SIM due to postal delays or strikes.
- This agreement doesn't confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

30. Law and jurisdiction

The laws of England and Wales govern this agreement, the service you buy from us, and any dispute with us relating to them. We each submit to the exclusive jurisdiction of the courts of England and Wales.