Your Vodafone Airtime Agreement with us

Call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille, audio CD or dyslexia friendly version of this document.

1. The Agreement:

1.1 This agreement (the **Agreement**) applies where you take out a pay monthly airtime plan directly from Vodafone or through a third-party retailer, and you are either: (i) a consumer customer who is a UK resident with a UK billing address and who uses the plan for personal purposes; or (ii) a small business customer with fewer than ten (10) employees or connections, who is a UK resident with a UK billing address (Small Business Customers). Your Agreement is with Vodafone Limited (company number 1471587) of Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. This Agreement sets out our respective rights and responsibilities and is made up of the following:

a. **These terms**, set out below, which cover (i) the SIM card/eSIM profile (the SIM); and (ii) any services (minutes, texts, data, etc.) that you use in your monthly airtime plan or data plan, as applicable (**Airtime Plan**);
b. **Charges Guide**, set out at **www.vodafone.co.uk/terms** which sets out the current pricing information about out of bundle charges and additional services which are not included in your Airtime Plan;
c. **Your Contract Summary**
d. **Equipment Terms**, set out below, cover any equipment that you take from us;
e. **Returns Policy**; which is available at **vodafone.co.uk/terms**;
f. **Acceptable Use Policy for Consumer customers**, which is available at **vodafone.co.uk/terms**;
g. **Acceptable Use Policy for Business customers** if you are a Small Business Customer, which is available at **vodafone.co.uk/terms**; and, where applicable,
h. **Benefits Terms**, set out at **www.vodafone.uk/benefitsterms** which sets out the information regarding the benefits that accompany buying selected pay monthly plans through Vodafone.
i. Privacy Policy: see our Privacy Policy on how we use personal information. You can find our Privacy Policy and Cookie Policy at www.vodafone.co.uk/privacy.

1.2 **Consumer Credit Agreement**: If we have agreed to a Consumer Credit loan agreement (Device Plan, also known as a Phone, Watch, Tablet or Laptop Plan) with you to purchase equipment from us, we'll also send you your Device Plan. This only applies where you purchase directly from Vodafone and do not apply where you purchase through a third-party retailer.

1.3 **Vodafone TV:** If you purchase or use Vodafone TV from us, that service is subject to separate Vodafone TV Terms and Conditions, set out at **www.vodafone.co.uk/terms**, which will apply to the Vodafone TV service and form part of your Agreement with us.

2. Service Terms: Joining us and charges:

2.1 **The basics**: When you join us, we'll agree certain things with you and set them out in your Order Form or Welcome Communications. These documents will include important information such as:

a. How long we'll provide our services to you and the minimum period you have agreed to stay with us;
b. Your chosen services and how much these will cost you every month; and
c. Additional services you have chosen as part of your plan, when they start and end and when you'll be charged for these; and
d. Any upfront charges you've paid or may have to pay for your equipment where applicable.

2.2 **Charging: Your** Charges Guide sets out current pricing information about out of bundle charges and for additional services which are not included in your Airtime Plan charge. It also includes roaming charges, which may be a lot higher than your UK standard charges. Please note, not all plans are eligible for roaming. All these charges will be added to your Airtime Plan

bill as and when you use the services. It also explains the speed limits that apply to some of our plans – please see your Charges Guide for further details.

2.3 **Payment of Airtime Plan charges: You'll** need to pay for all charges within 7 days of the date of your Airtime Plan bill. We ask that you pay by direct debit so please contact us if you wish to pay by other means. Where VAT applies, it will be included in the charges. If you pay late, we'll charge interest of 2% above the base rate of Barclays Bank each year and you'll also need to pay a reasonable charge to compensate us for the administration costs incurred (see your Charges Guide).

3. During your agreement with us:

3.1 **Using the services**: You're responsible for other people that use your equipment and services. These services are only for your personal non-commercial use unless we tell you otherwise in writing. We own the SIM and reserve the right to change the SIM and mobile numbers at any time. You're responsible for ensuring that the equipment that you use is compatible with our services. For more information on using our services and restrictions please review our Acceptable Use Policy, which is set out at **www.vodafone.co.uk/agreementpolicies**.

3.2 **Airtime Plan upgrade**: We don't have to offer you an upgrade but if we do, you may need to pay an early upgrade fee. We'll discuss the options with you when you qualify for an upgrade. For information on upgrading your equipment, please refer to the equipment terms below.

3.3 **Usage limits on your account**: We may decide to set a usage limit. We may set a monthly call and/or internet limit on your account. We may increase or remove this if we carry out a credit check. You may be able to go over your limit, but if this happens, you must pay all charges. If your usage increases significantly, we may ask for a part payment so you can continue to use the services. You may decide to set a usage limit. If you are a new or upgrading customer, you will have the option to set and manage a monthly spend limit to control out of bundle charges. This limit will apply to charges and services (for example any minutes for calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in your plan. It doesn't include any Pay monthly extras or other recurring charges that you choose to purchase.

3.4 **Changes to the Agreement:**

3.4.1 We may change your Agreement, our services or charges at any time 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 numbers with your airtime 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 the equipment (where applicable);
e. Place limits on the way you use our services (for example, if we suspect that 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're no longer able to provide a part of the service at your address);
g. **Additional services** (Pay monthly extras, content services, insurance, etc.): We may increase the charges for an 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 Vodafone's control. We'll notify you of these changes unless the services are offered by a third party;
h. If you have purchased an entertainment plan but have not selected your preferred entertainment option, we may change the choice of entertainment options available part way through your plan; or
i. **Out of bundle services** (additional minutes, texts, data, roaming, international calls, etc.).: We may increase charges for out of bundle services at any time. Any increase to roaming charges above those set out in the paragraph below (Annual Price Increase) will be linked to increases in the wholesale rate notified to us by other providers. Such increases will occur no more than quarterly.

3.4.2 **We are also entitled to make the following changes to the Agreement, our services or charges (together, the "Permitted Changes"):**

a. **Annual Price Increase:**

Your monthly airtime plan charge: will increase once each year on 1 April. The increase will be fixed monetary amount determined in advance. We will clearly set out this amount before you enter into the Agreement, as part of the key pricing information made available to you at point of sale, including your Contract Summary and Charges Guide.

Out of Bundle Charges: Each year on the 1st of April, out of bundle charges will increase by an amount equal to the Consumer Price Index (**CPI**) rate plus an additional 3.9% on top of the CPI rate. We will apply that CPI rate plus 3.9% adjustment from your April bill. If the CPI rate is negative, this will be ignored but the additional 3.9% will still apply. For roaming charges, such annual adjustment will apply from April 2023 onwards.

b. We may remove any benefits, discounts or additional services that we told you would expire part way through your plan when you purchased, provided we remove them at or after the time we told you they would expire;
c. We may make administrative or technical changes;
d. We may make changes that have no negative effect on your use of the service;
e. We may make changes that are to your benefit;
f. We may provide new features of the service to you;
g. We may maintain or improve the services we provide;
h. We may clarify the Agreement, so it is easier to understand;
i. We may make changes required by:
    1. applicable laws;
    2. regulations;
    3. codes of practice;
    4. a regulator; or
    5. a court of competent jurisdiction;
j. We may reflect a change in the way we organise and/or operate our business; or
k. We may reorganise where certain terms of the Agreement are set out.
l. We don't know what will happen in the future, so we may need to change your Agreement, our services, or charges for a reason other than those specified above in part a) and b).

3.5 **Problems with our services**: We'll provide our services with reasonable skill and care. However, our services are not fault-free and are not available everywhere in the UK. Please check the predicted coverage in your area at **www.vodafone.co.uk/coverage**. There are a number of reasons why you may find problems with the services and these include moving home or work, weather conditions, damage to our network, the number of people using the network and so on. Please contact us if you experience a service issue and we'll attempt to fix it.

If we have to interrupt our services for maintenance or cause a technical fault on our network, you may be entitled to a partial credit of your Airtime Plan charge based on the number of days you are without our services. If you are experiencing a materially degraded service for an unreasonable period, please read our "Leaving us" section below.

We'll not be responsible for any loss of service due to something outside our reasonable control. To receive a partial credit of your charges or terminate the Agreement, you must report to us a severe disruption, which we'll assess against your typical usage history.

3.6 **Traffic management:** During busy periods on our network, we may need to manage traffic to ensure everyone has access to our services. Please refer to the Acceptable Use Policy for Consumer customers if you are a consumer customer, or the Acceptable Use Policy for Business customers if you are a Small Business Customer. We also reserve the right to block,

prevent or restrict access on our service to information, content applications or services for child protection purposes. For more information on our traffic management, please review our Traffic Management Key Facts Indicator, which is set out at**:** **www.vodafone.co.uk/trafficmanagement**.

3.7 **Data: Mobile** data speed limits: Mobile data speed limits apply to selected Vodafone pay monthly plans. The maximum upload and download speeds you could experience on your device with these plans will be communicated to you as part of the purchase journey and detailed in your contract summary. If you have chosen one of these plans, please note you are not guaranteed to experience the maximum speed stated for your particular plan – the actual speed you experience will depend on a number of factors including location, network coverage and network signal.

3.8 **Data usage when roaming** has a 25GB roaming fair use policy per billing month. For more information, please see 'Your Charges guide'.

3.9 **Data Plans:**

For pay monthly consumer airtime plan: usage is for your personal, non-commercial use only. Where Vodafone notices a customer's data usage is not for personal use and/or exceeds 600GB per month twice or more in a 6-month period, Vodafone may investigate whether customer's use of the Service is inconsistent with the Acceptable Use Policy for Consumer customers. Following such an investigation, if we determine or reasonably suspect that customer's usage is for purposes other than the permitted use then Vodafone reserves the right to transfer the customer to a more suitable plan or take other action in line with Acceptable Use Policy for Consumer customers. Please refer to the Acceptable Use Policy for Consumer customers for more details.

For Small Business Customers: Where Vodafone notices a customer's data usage exceeds 600GB per month twice or more in a 6-month period, Vodafone may investigate whether customer's use of the Service is inconsistent with our Acceptable Use Policy for Business customers. Following such an investigation, if we determine or reasonably suspect that a customer's usage is for purposes other than the permitted use then Vodafone reserve the right to transfer the customer to a more suitable plan or take other action in line with our Acceptable Use Policy for Business customers.

Expected upload and download speed: For an estimate of the coverage and speeds you may experience at home and when you are out and about in the UK, please see our coverage checker at vodafone.co.uk/coverage. The speed estimate you receive with our coverage checker is subject to any speed limits which apply to your plan (see above for more detail). Information on your rights, should you experience speeds below those displayed on the coverage checker, is set out in the "Problems with our services" section.

Upload: refers to data that is sent from an electronic device such as a mobile phone, tablet, computer, or a communications network. This includes all types of outgoing data, such as sending an email, 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 that is received by an electronic communications device such as a mobile phone, tablet, computer, or a communications network. This includes receiving email messages, downloading files, viewing social media content, or simply visiting or browsing web pages. Online games also generate download traffic.

4. Leaving us/suspending the services:

4.1 **If you want to end the Agreement:**

a. **Because you simply want to leave us**: If you request a Porting Authorisation Code (PAC) or Service Termination Authorisation Code (STAC) from us because you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you. Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. The Agreement will terminate when your service has switched to your new provider. If you do not use a PAC or STAC within the 30-day period, the Agreement, including your Airtime Plan, will continue. You can request a PAC or STAC at any time. You can cancel your Airtime Plan at any time without requesting a PAC or STAC, but you'll need to give us 30 days' notice. **Termination fee**. If you're within the minimum period of your Airtime Plan when you leave us, you'll need to pay an early termination fee, your Charges

Guide gives you a calculation to work out how much this will be. If you have requested a PAC or STAC we'll notify you of any early termination fee that may be payable when you request the code.

b. Please note:

For Pay monthly device and airtime plans available for purchase by Small Business Customers (excluding sole traders): Please consult our Returns Policy.

For Device plan bought with a Pay monthly airtime plan: our returns policy gives you 14 days to change your mind. This means you can cancel your Pay monthly device and airtime plan within 14 days from when you receive it, whatever the reason. If you cancel your Pay monthly airtime plan, you must also cancel your Device Plan. This will trigger "Your right of Withdrawal' clause of your Device Plan: This means: i) You must return the device to us (including any accessories that you have received with it); or ii.) If you wish to keep the device: you must pay in full the balance outstanding on your Device Plan no later than 30 calendar days after the date on which you told us, you wanted to keep the device. If you'd like to cancel your Airtime Plan after the 14 days period: you'll need to give us 30 days' notice and pay an early termination fee. More information, including how to calculate your early termination fee, is provided in the charges guide or price guide. You will be required to continue to make the repayments due under the Device Plan. Alternatively, you may choose to repay any outstanding repayments under the Device Plan in full. More details can be found in our Return policy.

c. **Because of the quality of our services**: If the service is materially degraded for an unreasonable period, you may be able to leave the Agreement early without paying an early termination fee (although you'll need to pay for your equipment subsidy, see "Equipment Terms"). Contact us to discuss your options.

d. **Because of changes**: If we make a change to the Agreement, the services or the charges which (i) has a negative impact on your use of the service (in Vodafone's reasonable opinion) and (ii) is not a Permitted Change, as set out in the Changes to the Agreement section above, you will have a right to leave your Agreement without paying an early termination fee (although you'll need to pay for your equipment subsidy if applicable, see "Equipment Terms" for details). 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 without paying an early termination fee, you'll need to tell us within that 30-day period. If you take no action within 30 days of us telling you about the changes, you'll be considered to have accepted those changes. If you exercise your right to end the Agreement in these circumstances and have taken a Device Plan to purchase equipment from us, your Device Plan will continue after the Agreement has ended. Please see the "Equipment Terms" section below. Please note, you will not have a right to leave the Agreement early without paying an early termination fee where we exercise our right to increase the charges you pay as set out in the Changes to the Agreement section above (Annual Price Increase) once per year.

e. **Because we cannot offer a service**: We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). If we end the Agreement in this way, you won't have to pay an early termination fee in this case.

4.2 **Please note**. If you have taken a Device Plan to purchase equipment from us and you decide to cancel your Airtime Plan for any reason set out above, you will be required to continue to make the repayments due under the Device Plan. Alternatively, you may choose to repay any outstanding repayments under the Device Plan in full. If you repay your Device Plan early in full, before the end of the term set out in your Device Plan agreement, you will be able to end your Airtime Plan at any time by contacting us. If you are within your minimum period of your Airtime Plan, you will not incur an early termination fee. You will, however, need to ensure that you pay for any services you have used under the Airtime Plan up until the date it comes to an end.

4.3 **If we want to end the Agreement or suspend our services:** We may end the Agreement or suspend our services (entirely or partly) if:

a. You don't pay any charges or payments due to us on time, whether those charges are due under this Agreement or any other agreement you have with us, including a Device Plan;

b. you don't do something fundamental that you have to do under the Agreement;
c. you use any of our services in a way that may damage or affect the operation of our network;
d. you breach or fail to adhere to our Acceptable Use Policy for Consumer or our Acceptable Use Policy for Business (where applicable);
e. you become bankrupt or make an arrangement with creditors; or
f. we consider it necessary to safeguard the security and integrity of our network or to reduce the incidence of fraud.

4.4 **Service Suspension:** Where we end the Agreement in this way during the minimum period an early termination fee will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

4.5 **Please note:** If you have taken a Device Plan to purchase equipment from us and we suspend our service or end the Agreement because of one of the ways above in (i) to (v) you will always be required to either continue to make the repayments due under the Device Plan or repay any outstanding repayments under the Device Plan in full.

5 Equipment Terms

5.1 The following terms and conditions (**Equipment Terms**) will apply to you if you purchase equipment with an Airtime Plan from us. These Equipment Terms do not apply if you have purchased your equipment from a third party. Important. The terms of your Device Plan will take precedence over the Agreement if there is any conflict between your Device Plan and the Agreement.

5.2 **Payment**.: Unless we tell you that you can buy the equipment on its own outright, we are supplying the equipment to you because you have agreed to enter: a) an Airtime Plan to receive services from us for a minimum period under the Agreement; and/or b) a Device Plan to purchase equipment from us and to pay for the equipment in full. If you have taken a Device Plan to purchase equipment from us, you may have to make an upfront payment, the terms of this payment and any subsequent repayments are set out in your Device Plan.

5.3 **Equipment subsidy**: If you have taken certain equipment from us and have not taken out a separate Device Plan, then where applicable, all the information required to calculate your equipment subsidy is set out in your Welcome Letter. The subsidy you pay will be a fraction of the original value of the equipment, less any up-front payment you made towards it, multiplied by the number of months left of your minimum period at the time the agreement ends. We'll add this charge to your final bill. For example, if you have a minimum period of 24 months, and wish to leave Vodafone in month 12 we calculate the subsidy payable as follows: (i) we take the original value of your handset and subtract any upfront payment; (ii) we then divide that number by 24 to get the amount payable for one month; and (iii) we multiply that number by 12, as that is the number of months remaining on the minimum period of the agreement.

5.4 **Equipment upgrade**: We don't have to offer you an upgrade, but if we do, we will agree to a new plan, minimum period and any applicable equipment with you. Unless you have upgraded via 'flexi upgrade' your new minimum period will not start until you have seen out your original minimum period. We'll discuss the options with you when you qualify for an upgrade. If you have a Device Plan, you will still be required to continue to make repayments for your Device Plan or repay any outstanding repayments under the Device Plan in full.

5.5 **Equipment locking**: For Small Business Customers, we may lock the equipment that we supply to you on our network. This means the equipment will only work with a Vodafone SIM. If your equipment is locked, you can request a Network Unlock Code (NUC) for free, which is available at **www.vodafone.co.uk/nuc**.

6 General Terms

6.1 **Cancelling, returns and faulty equipment**: Our returns policy gives you 14 days to change your mind, this means you can cancel and return your order within 14 days from when you receive it, whatever the reason. For more information see our Returns Policy, which is available at **www.vodafone.co.uk/terms**. It also sets out what to do if your equipment is faulty and how you can return it and get it fixed or replaced.

6.2 **Lost or Stolen SIM or Equipment**: If your SIM is lost or stolen, or if your equipment containing your SIM is lost or stolen, you must tell us as soon as possible so we can suspend our services and stop someone else using it. Your maximum liability for charges incurred for use of the services up until you notify us will be as follows:

a. **Notification within 24hrs**: £100 maximum
b. **Notification 24+hrs – 5days**: £500 maximum
c. **Notification 5 days+**: all charges until you have reported to us.
d. **Continued Payments:** You'll also be required to continue payments for all the remaining Airtime Plan charges for our services for the minimum period and any repayments under your Device Plan (where applicable), even if your SIM card or equipment is lost or stolen.

6.3 **Liability**: 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 entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims.

6.4 **Transferring the Agreement**: We may transfer the Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check. **Please note**. If you have taken a Device Plan to purchase equipment from us we will not allow you to transfer the Device Plan to another person.

6.5 **Your number**: When you use your mobile equipment, your number may be shown to the third party being contacted. Your number will always be shown if you contact 999 or 112.

7 What we do with your information and contacting us:

7.1 **What do we do with your data?** Our Privacy Policy sets out how we and our group companies may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our website at **www.vodafone.co.uk/privacy** and you should check back every now and then for the latest version. For any queries, you can contact us at **data.protection@vodafone.co.uk**.

7.2 **Fraud prevention agencies:** The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at **www.vodafone.co.uk/privacy**.

7.3 **Contacting us and complaints**: We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please contact us on:

a. **Phone**: 191 from your Vodafone phone or 0333 3040 191 from a UK landline or other mobile (standard call charges apply);
b. **Post**: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or
c. Website: www.vodafone.co.uk/complaints.

7.4 If we can't fix your issue, you may ask that the matter is referred to an alternative dispute resolution provider (ADR Provider) under our Customer Complaints Code available on our website or by contacting us. Further information on this complaints process is available on our website at **www.vodafone.co.uk/complaints**.

7.5 If your issue is privacy related, please see **www.vodafone.co.uk/privacy** or you can contact us at **data.protection@vodafone.co.uk**.

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Updated on: October 2026