

# Your Airtime Agreement with us

Call 03333 043 222 or email [disability.access@vodafone.co.uk](mailto:disability.access@vodafone.co.uk)

## for a large print, braille, audio CD or dyslexia friendly version of this document.

This agreement (your **Agreement**) applies to consumer customers who take out a pay monthly consumer airtime plan for their own personal use through one of Vodafone's Retail Partners.

Your agreement is with Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It's made up of these General Network Terms and Charges Guide which covers (i) the SIM card/eSIM profile; and (ii) any services you use in your plan. It doesn't cover any equipment however see "equipment subsidy" below. We'll send these to you by post or email.

Please also review our Returns and Acceptable Use Policies which also make up your "Agreement" with us. You can find these documents at <http://www.vodafone.co.uk/agreementpolicies>.

You should also look at our Privacy Policy on how we use personal information.

You can find our Privacy Policy and Cookie Policy at [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy).

### Joining us and charges

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

1. how long we'll provide our services to you and the minimum period you have agreed to stay with us;
2. your chosen services and how much these will cost you every month;
3. additional services you have chosen as part of your plan, when they start and end and when you'll be charged for these; and
4. any upfront charges you've paid or may have to pay for your equipment where applicable.

**Charging.** Your **Charges Guide** sets out current pricing information about out of bundle charges (charges for messaging, minutes, and data) as well as charges for additional services which are not included in your monthly plan charge. It also includes roaming charges which may be a lot higher than your UK standard charges. All these charges will be added to your bill as and when you use the services. It also explains the speed limits that apply to some of our plans – please see the Charges Guide for further details.

**Payment.** You'll need to pay for all charges within 7 days of the date

of your 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).

**Mobile upgrade.** We don't have to offer you an upgrade but if we do we'll agree 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.

### During your agreement with us

**Using the services.** You're responsible for other people that use your equipment and services which are only for your personal non-commercial use. We own the SIM card/eSIM profile and reserve the right to change the SIM card/eSIM profile and mobile number at any time. You may only use equipment that is approved for use on

our network. For more information on using our services and restrictions please review our Acceptable Use Policy.

### 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 usage limit to control out of bundle charges. This limit will apply to charges and services (for example any 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.

### Changes to the Agreement.

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

- i) Change the way in which we provide services to you (for example, allowing you to call a new category of number with your airtime plan);
- ii) Change the structure of our services, charges or equipment (where applicable);
- iii) 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);
- iv) Remove and/or replace some or all of the equipment (where applicable);
- v) 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);
- vi) 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);
- vii) 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;
- viii) 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
- ix) 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.

b) We are also entitled to make the following changes to the Agreement, our services or charges (together, the “Permitted Changes”):

i) **Annual Price Increase for customers who purchase via a Vodafone retail partner:**

Your monthly plan charge will increase each year on the 1<sup>st</sup> of April by:

- £2.50 (inc VAT) for Pay monthly plans with airtime and/or data
- £1.50 (inc VAT) for Pay monthly Basics plans

ii. **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.

- ii) 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;
- iii) We may make administrative or technical changes;
- iv) We may make changes that have no negative effect on your use of the service;
- v) We may make changes that are to your benefit;
- vi) We may provide new features of the service to you;
- vii) We may maintain or improve the services we provide;
- viii) We may clarify the Agreement so it is easier to understand;
- ix) We may make changes required by:
  - a. applicable laws;
  - b. regulations;
  - c. codes of practice;
  - d. a regulator; or
  - e. a court of competent jurisdiction;
- x) We may reflect a change in the way we organise and/or operate our business; or
- xi) We may 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 your Agreement, our services, or charges for a reason other than those specified above in part a) and b).

**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 on Vodafone's website ([www.vodafone.co.uk/coverage](http://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 we cause a technical fault on our network, you may be entitled to a partial credit of your 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 of time, 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 will assess against your typical usage history. We may offer you alternative equipment (such as Vodafone Sure Signal) to address service quality.

**Traffic Management.** During busy periods on our network we may need to manage traffic to ensure everyone has access to our services. 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](http://www.vodafone.co.uk/trafficmanagement).

**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.

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

**Unlimited Data Plans:** 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 reserve 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.

**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](http://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

**Lost or Stolen Equipment.** If your physical SIM card is lost or stolen or if your device containing your physical SIM or eSIM profile 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 up until you notify us will be as follows:

**Notification within 24hrs:** £100 maximum

**Notification 24+hrs – 5days:** £500 maximum

**Notification 5 days+:** all charges until you have reported to us.

You'll also continue to pay all the remaining plan charges for our services for the minimum period, even if your SIM card or equipment is lost or stolen.

## Leaving us / suspending the services

**Cancelling, returns and faulty equipment.** Please read our Returns Policy for details on how to do this. It also sets out what to do if your equipment is faulty and how you can return your equipment or get your equipment fixed or replaced.

## If you want to end the Agreement:

- (i) **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. This 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 and 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. Where you're required 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 will notify you of any early termination fee that may be payable when you request the code.

- (ii) **Because of the quality of our services.** If the service is materially degraded for an unreasonable period of time you may be able to leave the Agreement early without paying a termination charge (although you'll need to pay for your equipment subsidy). Contact us to discuss your options.
- (iii) **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 subsidy if applicable, see terms regarding equipment 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. 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.

Third party terms and conditions. Please note, if you receive a service from a third-party as part of your plan (such as a music streaming service), we are not responsible for any changes that third-party service provider makes to their terms and conditions with you. Any such changes will not affect our Agreement with you and the Because of changes section set out above will not apply.

**Equipment subsidy.** Where applicable, all the information required to calculate your equipment subsidy is set out in your Welcome Letter. The subsidy you pay will be 1/24 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.

## If we want to end the Agreement or suspend our services.

We may end the Agreement or suspend our services (entirely or partly) if:

- (i) you don't pay any charges on time;
- (ii) you don't do something fundamental
- (iii) you use any of our services in a way that may damage or affect the operation of our network;
- (iv) you breach or fail to adhere to our Acceptable Use Policy;
- (v) you become bankrupt or make an arrangement with creditors; or
- (vi) we consider it necessary to safeguard the security and integrity of our network or to reduce the incidence of fraud.

Where we end the Agreement in this way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

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). You won't have to pay a termination fee in these cases although you'll need to pay for your equipment subsidy where applicable.

## What we do with your information and contacting us

**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](http://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](mailto:data.protection@vodafone.co.uk).

**Fraud prevention agencies.** The personal information collected 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#fraud-prevention](http://www.vodafone.co.uk/privacy#fraud-prevention).

**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:

**Phone:** 191 from your Vodafone phone or 0333 3040 191 (from UK landlines or other mobiles);

**Post:** Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or

**Website:** [www.vodafone.co.uk/complaints](http://www.vodafone.co.uk/complaints)

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](http://www.vodafone.co.uk/complaints).

If your issue is privacy related, please see [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy) or you can contact us at [data.protection@vodafone.co.uk](mailto:data.protection@vodafone.co.uk)

## Other useful information

**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.

**Transferring the Agreement.** We may transfer this 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.

**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.

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