Vodafone Xchange Terms and Conditions

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. These terms and conditions ("**Terms**") apply to Vodafone Limited's (hereinafter referred to as 'us' and 'our') Vodafone Xchange proposition.
2. These Terms apply in addition to the Vodafone Pay Monthly Airtime Agreement ("**Airtime Terms**") and Trade-in Guarantee Terms and Conditions ("**Trade-in Terms**") available at **www.vodafone.co.uk/terms**.
3. Any capitalised terms we use have the meaning set out in these, Airtime Terms and Trade-in Terms.

Vodafone Xchange offer

4. Vodafone Xchange (hereinafter referred to as '**Xchange**') is only available to UK-based consumers or sole traders, resident in the UK with a UK billing address.
5. When you purchase from us directly, an eligible phone ('**Xchange Device**') via a Phone Plan (i.e. a Consumer Credit Agreement with Vodafone) **and** Pay Monthly Airtime Plan ('**Airtime Plan**'), you will be eligible for our Xchange offer.
6. **Xchange Devices:**

   The list of Xchange Devices may vary depending on when you purchased your device. The most up-to-date list of available Xchange Devices will be accessible at **vodafone.co.uk/terms-and-conditions**
7. You will be contracting with us when you accept this Xchange offer. Provided you comply with the requirement of these Terms, you will have the option to upgrade to a new Phone Plan and Airtime Plan and also trade in your Xchange Device at any time in the 12 months immediately prior to the end date of your Phone Plan ('**Xchange Window**').
8. With Xchange, you will receive the following (collectively referred to as '**Funds**'):
   a. the trade-in value of your Xchange Device (that is calculated via our Trade-in Tool); and
   b. the equivalent of the remaining balance of your Phone Plan once the trade-in value is excluded.

   Example scenario:

   You purchase a Xchange Device on a 24 month Phone Plan and Airtime Plan.

   At the point at which you are 12 months from the end of your Phone Plan (month 12), you will be prompted if you would like to utilise your Xchange offer.

   If you agree and your Xchange Device is in Good Condition as established via the Trade-in Tool, you will then upgrade to a new Phone Plan and Airtime Plan, and return your Xchange Device to us.

   Once your Xchange Device is received and accepted by us, you will then receive the Funds.
9. Once your Xchange Device has been established as in Good Condition via the Trade-in Tool, you will then have the option to choose how you want to apply the Funds, either
   a. against your existing Phone Plan to settle it in full;
   b. as a lump sum Vodafone trade-in credit available on your Vodafone account ('**Trade-in Credit**'); or
   c. as a monthly saving towards your new Airtime Plan ('**Monthly Saving**').

   (collectively referred to as '**Trade-in Options**').

   Note – unless you choose to apply the Funds to settle your existing Phone Plan in full, your Phone Plan will continue and you will be responsible for your Phone Plan payments until it is paid off in full.
10. By trading in your Xchange Device, you are selling your Xchange Device to us and we are giving you the Funds via your chosen Trade-in option.
11. Trade-in options
    a. **Settling your Phone Plan in full**
       i. If you chose to settle your existing Phone Plan, provided your Xchange Device is received and accepted by us, we will apply the Funds to your Vodafone account within five (5) working days.
       ii. In accordance with your Trade-in option selection, the Funds will then be applied to your existing Phone Plan.
       iii. If the Funds is higher than the Phone Plan balance, the additional amount will be applied to your Vodafone account.
    b. **Trade-in Credit**
       i. If you chose to receive the Funds as a Trade-in Credit without applying it towards your existing Phone Plan, provided your Xchange Device is received and accepted by us, we will apply the Funds directly to your Vodafone account within five (5) working days.
       ii. You may use the Trade-in Credit on any Vodafone product or service which can be charged to your bill, including without limitation any early upgrade fees that may be payable.
       iii. For the avoidance of doubt, and without limitation, you may not use your Trade-in Credit for the up-front fee that may be payable when purchasing any products or services.
       iv. You may not transfer the Trade-in Credit to a third party.
       v. If you do not use the full amount of the Trade-in Credit before your next bill, we will use Trade-in Credit to pay off each bill until the Trade-in Credit is exhausted.
       vi. By choosing this Trade-in Option, you acknowledge and agree that:
          a. the Trade-in Credit shall be held on your Vodafone account until you use it; and
          b. in the the unlikely event of Vodafone becoming insolvent, you would be an unsecured creditor of Vodafone in respect of any Trade-in Credit on your Vodafone account.
    c. **Monthly Saving**
       i. If you chose to receive the Funds as a Monthly Saving, provided your Xchange Device is received and accepted by us, we will apply the Funds directly to your new Airtime Plan immediately. The total amount of your Monthly Saving shall remain the same and will be redeemed in equal monthly instalments across the duration of your new Pay Monthly Airtime Plan.
12. Your ability to upgrade to a new Phone Plan and Airtime Plan as part of Xchange will be subject to eligibility checks, credit checks and payment by direct debit.
13. At any one time, you can only have a maximum of six (6) Consumer Credit Agreements (i.e. Device Plans) per customer account. Please note if you have met this threshold at point of upgrade, you will need to settle at least one of your existing Device Plans (other than the one associated to your Xchange Device) before you can proceed with Xchange.
14. If you choose to exercise your Xchange offer, your Xchange Device will need to be in a **Good Condition** as detailed below. This will be established via our Trade-in Tool. The trade-in process is operated by Ingram Micro Inc. ("**Ingram**") on our behalf.
15. **Good Condition requirement** means your Xchange Device must:
    a. be able to power up;
    b. not have any cracks, chips or deep scratches;
    c. be free from any damage to the LCD screen including missing pixels, lighting or screen accuracy issues;
    d. have no damage that would affect the function of the phone such as but not limited to damage to the camera, audio, connectivity, power and charge buttons, etc

e. have no liquid damage;

f. not be bent or misshapen;

g. have no replacement parts that are not from the original equipment manufacturer; and

h. not be a lost, blocked, stolen or fake device as detailed further below.

i. have activation locks (such as Find My iPhone or Find My Mobile) deactivated

16. In order to establish whether your Xchange Device is in Good Condition, you must either:

a. bring the Xchange Device into one of our Vodafone stores, where one of our agents will check that your device complies with our criteria; or

b. use the Trade-in Tool in the My Vodafone App, which will run a series of diagnostic tests on your device.

17. You must answer all questions asked while running the Trade-in Tool diagnostic checks honestly, accurately and in good faith. If you do not, we reserve the right to reject your Xchange Device. If rejected, your Xchange Device will be sent back to you and the Funds will not be transferred.

18. If your Xchange Device does not satisfy the Good Condition requirement, we will deem your Xchange Device to be ineligible for the Xchange offer. We may still offer you a reduced value to trade-in your phone, or you may still be eligible to trade-in via our other trade-in offerings (not applicable for any lost, blocked, stolen or fake devices).

19. If you are in any doubt as to whether your Xchange Device satisfies the Good Condition requirement, you are advised to contact us first before sending in your Xchange Device.

20. **"Lost, Blocked or Stolen devices" and "Fake Devices"**

a. By trading in your Xchange Device, you confirm that you own the phone or are otherwise lawfully entitled to trade it in.

b. "Lost, Blocked or Stolen Devices" are devices that have been reported as either lost, blocked or stolen in any of the stolen asset registers maintained by CheckMEND which is operated by Recipero Limited at **https://www.checkmend.com/uk**. Any Xchange Devices received which are "Lost, Blocked or Stolen Devices" will: (i) be dealt with in accordance with Home Office guidelines; and (ii) held pending a claim from the Police, an insurance company or the registered owner.

c. "Fake Devices" are counterfeit devices which are manufactured to resemble products made by another company in breach of copyright and other intellectual property rights.

d. We will inform the relevant authorities if there is any suspicion that there is a deliberate attempt to commit fraud.

e. We may reclaim any money paid to you if it is discovered that the Xchange Device has either been reported "lost, blocked or stolen", or is discovered to be a Fake Device.

21. **Sending us your Xchange Device** – you will need to send us your Xchange Device within 14 days after the date on which your new Pay Monthly Airtime Plan begins otherwise you will not be eligible for Xchange.

22. You can provide your Xchange Device to us using one of the following options:

a. you can return it to one of our stores;

b. you can print out a DPD label that we provide to you by email and organise collection of your Xchange Device with DPD. Please note, we won't provide you with packaging materials for your Xchange Device if you choose DPD; or

c. we can send you a DPD return pack containing a delivery box for you to place the Xchange Device into and take to your local DPD drop off point.

23. If you opt to send your Xchange Device to us by DPD, we've paid the postage/delivery cost so there's no charge – however:

a. we recommend requesting and keeping proof of collection from DPD for your records; and

b. we also recommend you use a different device to take a picture of the Xchange Device you are returning (being sure to capture the IMEI number) to verify its condition at the point of sending it to us.

24. Once we receive your Xchange Device, we will be in touch with you to confirm whether your device has been accepted or rejected.

25. Please note, the Xchange Device will be at your risk until a contract is formed between us for the offer. No contract is formed between us for the offer until we or Ingram (on our behalf) have received your Xchange Device, confirmed it meets the requirements set out in these Terms and have accepted it.

26. **Eligibility for Xchange** – if one or more of the following circumstances arise, you will not be eligible for the Xchange offer and your Xchange Device (if has already been sent to and received by us) will be sent back to you:

a. your Xchange Device does not pass the Good Condition requirement;

b. your Vodafone account is in arrears;

c. your account(s) has not been removed from your Xchange Device (as applicable) and/or there are security settings (such as Find My Mobile or Find My iPhone) remaining on your Xchange Device which prevent security access to the Xchange Device for testing purposes and you do not respond to Vodafone's attempts to contact you to fix the problem or cooperate reasonably with Vodafone to resolve the problem;

d. we, or Ingram acting on our behalf, determine that your Xchange Device has been damaged intentionally or maliciously;

e. you send in something other than the Xchange Device, or a different model, make or specification than that which was submitted for assessment in the Trade-In Tool quoted on your order;

f. you failed to answer one or more of the questions asked during the Trade-in diagnostic checks honestly, accurately or in good faith; and/or

g. you fail to return your Xchange Device within the time required (as set out in these Terms).

27. Once the Funds are sent, you will receive communication from us confirming the funds have been applied in your chosen payment method chosen at point of upgrade.

28. We will be entitled to claim back the Funds where:

a. a contract has been formed and we subsequently discover your Xchange Device has been registered as lost or stolen;

b. you fail to return your Xchange Device within the time required (as set out in these Terms);

c. you send in something other than the Xchange Device, or a different model, make or specification than that which was submitted for assessment in the Trade-In Tool quoted on your order;

d. your Xchange Device has been damaged intentionally or maliciously; or

e. you have not complied with the requirements set out in these Terms.

29. If you fail to maintain your new Airtime Plan for at least six (6) months after redeeming this Xchange offer, we will be entitled to claim back the Funds sent to you less the trade-in value of the Xchange Device.

30. The values stated in these Terms are inclusive of VAT (as applicable). At the time of writing, the standard rate of VAT is 20%.

31. The Xchange offer will no longer be eligible if:

a. your Xchange Device's Phone Plan is either paid in full in line with your payment schedule or is settled in full early

b. you upgrade your Airtime Plan and/or your Xchange Device outside of the terms of this Xchange offer.

32. By taking this Xchange offer, you will be accepting our Airtime terms (available at **vodafone.co.uk/terms**), and confirm that you understand your personal data will be processed in accordance with Vodafone UK Privacy Policy (available at **www.vodafone.co.uk/privacy**). You are also bound by the terms of use of our site (available at **vodafone.co.uk/terms-and-conditions/consumer/buying-with-vodafone/using-this-site/my-account/**).

33. We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, or otherwise in relation to:

a. Any circumstance that is outside of our reasonable control; and

b. Any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.

34. We are not responsible for any loss or damage your Xchange Device suffers from the time it is sent by you until we or Ingram receive your Xchange Device and confirm it meets the requirements set out in these Terms and is accepted.

35. For each package you send us which contains your Xchange Device it is your responsibility to ensure that it is adequately insured for loss or damage during delivery and is physically protected.

36. Unfortunately, sometimes things happen which we can't control. We will not be liable or responsible to you for any failure or delay in providing the services or meeting any of our obligations under these Terms caused by events outside of our reasonable control or due to our compliance with any applicable laws or regulations.

37. We reserve the right to withdraw or make amendments to the Xchange offer in the event of unforeseen circumstances including without limitation COVID-19/other pandemic, decisions by our suppliers (including but not limited to Ingram), changes to laws, regulations or orders or acts of God. In the event of any such amendments, neither we nor our suppliers shall be liable to you for any costs, expenses or other losses resulting from such amendments.

38. Nothing in these Terms shall exclude or limit our liability for (i) death or personal injury caused by our negligence (as such term is defined by the

Consumer Rights Act 2015); (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.

39. We may change these Terms at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.
40. If you would like to complain, please see our complaints page for more information: **www.vodafone.co.uk/help-and-information/complaints/code-of-practice**.
41. These Terms will be governed by and interpreted in accordance with English law and you and we both consent to the non–exclusive jurisdiction of the English courts.

Vodafone Limited is authorised and regulated by the Financial Conduct Authority for consumer credit lending and insurance distribution activity (Financial Services Register No. 712210) Registered in England and Wales. Company No 01471587. Registered Office: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

Version – February 2025

VF_Xchange_0225_WEB