

GigaCube terms and conditions



GigaCube

These Vodafone GigaCube terms are in addition to the terms set out in your Pay Monthly Airtime Agreement ('Airtime Agreement').

Eligibility:

Vodafone GigaCube is made up of GigaCube equipment ('Equipment'), a GigaCube plan, which is a Mobile Broadband plan with a minimum commitment period of either a 30-day monthly rolling contract or 24-month contract ('Plan'). You must purchase both the Equipment and the Plan directly from Vodafone in order for both features to work correctly.

The Plan uses the Vodafone Mobile Network ('Vodafone Network'), either 4G or 5G depending on network coverage, signal and location.

The Equipment will either be charged to you at an upfront cost or, if you have signed up to an 24-month plan, spread in equal instalments over your minimum commitment period. You cannot use your own Equipment with a Plan.

Data:

Your plan will include a data allowance which will either be an amount, i.e. 100GB or for some Plans, unlimited data. Any data used outside of this allowance will be charged at the rates set out in your Mobile Broadband Charges Guide. The actual speeds you experience will continually vary depending on many factors such as de-prioritisation, network congestion, device capabilities, location and network coverage.

If you are an existing Vodafone Pay Monthly mobile customer, you can check your data allowance at any time by downloading the My Vodafone app at www.vodafone.co.uk/app

If you are not an existing Vodafone Pay Monthly mobile customer, you can check your data allowance by logging in at www.vodafone.co.uk/myvodafone You can also log in to My Account Controls at www.vodafone.co.uk/my-vodafone/my-account-controls to set up a preferred contact number (even if this is not a Vodafone number), so you will automatically be notified by text if your GigaCube is almost out of data, and can opt in to purchase additional data or extras if you choose.

To ensure that you don't experience any unexpected bills, there is a data cap automatically put in place once you reach your data allowance limit for all plans that do not have unlimited data. You can check the status of this in My Vodafone or the My Vodafone app. If you reach the data cap, and have run out of data, then you can opt to purchase a one-time data extra. This can also be done by logging into My Vodafone or the My Vodafone app.

Availability:

The Vodafone Gigacube is available to customers a) within the UK; and b) for personal use, at an approved service address ('Approved Address'). An adviser is required to confirm that your home address is eligible to connect to the Plan, based on indoor coverage being available in your area. The Equipment and Plan is only for use at your Approved Address.

The data allowance on your Plan can only be used within the United Kingdom. Please refer to your device manual to determine the product specifications and restrictions.

The Equipment and Plan are only for your personal and non-commercial use. The service is not for you if you plan to do any of the activities as set out in our Acceptable Usage Policy - please refer to this policy for further information. Further, the Vodafone SIM included in the GigaCube is intended for exclusive use with the GigaCube so please do not use it in any other device as you will be charged accordingly.

International roaming:

The Equipment and your Plan are not eligible for international roaming, and any data can only be used in the UK, on the Vodafone Network, and at your Approved Address.

Factors affecting speed:

The speeds achieved while using the GigaCube are subject to network coverage and capacity. Speeds may vary significantly. Your plan may also be subject to data de-prioritisation. Data de-prioritisation means that some data traffic will receive less priority over other traffic on the Vodafone Network. During peak periods or congestion, we may manage the Vodafone Network by de-prioritising the internet traffic of certain data users. This could mean that during periods of congestion, Gigacube speeds may be different to the speeds experienced using our other services supplied over the Vodafone Network.

Basic Information**Your agreement with us**

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 Terms and [Charges Guide](#) which cover the SIM card and 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. We also encourage you to take a look at our Returns, Privacy, Acceptable Use and [Mobile Broadband Traffic Management Policies](#), which also make up your "Agreement" with us. You can find these documents at www.vodafone.co.uk/terms-and-conditions

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/email. 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.

Charging: Your Charges Guide sets out current pricing information about out-of-plan charges (if applicable) as well as charges for additional services which are not included in your monthly plan charge. All these charges will be added to your bill as and when you use the services.

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 – if you wish to pay by other means, please contact us. 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).

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 number and the SIM card which we can change at any time and 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: We may decide to set a monthly internet limit on your account. It's possible you may go over this limit but if this happens you must still pay all charges. If your usage increases significantly, we may ask for a part payment so you can continue to use the services.

Changes and charges

Changes to your terms, services or charges

We may change the Agreement, our services, or charges at any time. We'll tell you beforehand unless it relates to additional services or out of plan services you don't use regularly. The charges may change as follows:

- Monthly price will increase each April by the Consumer Price Index rate of inflation published in January that year, plus an additional 3.9%. See www.vodafone.co.uk/pricechanges for details.
- **Out of plan services:** We may increase charges for out of plan services at any time.
- **Additional services:** Charges for additional services may change from time to time and may be outside of Vodafone's control – you can check our website for the latest prices. If we change your plan charge, out of plan charges, our services or the Agreement, you may have a right to end the Agreement without paying a termination charge (although you'll need to pay for your equipment subsidy). Please see "Leaving Us" below for more information.

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 using our [coverage checker](#). 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 at the same time 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 to address service quality.

Lost or stolen equipment

If your SIM card 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

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

Because you simply want to leave us: If you're outside of your minimum period, you can cancel at any time but you'll need to give us 30 days' notice. If you are within your minimum period, you'll need to pay a termination fee. Your Charges Guide gives you a calculation to work out how much this will be.

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.

Because of changes: If we, (i) increase your monthly plan charge more than once per year or by more than the RPI rate or CPI rate plus 3.9% (depending when you joined or upgraded) – see section titled: During your agreement with us; (ii) increase your out of bundle charges or change our services or the Agreement to your material detriment, you'll have a right to leave the Agreement early without paying a termination fee (although you'll need to pay for your equipment subsidy). We'll let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the changes you'll be considered to have accepted those changes.

Equipment subsidy: All the information required to calculate your equipment subsidy is set out in your Welcome Letter. The subsidy you pay will be 1/24th 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.

If we want to suspend our services or end the Agreement

We may suspend our services or end the Agreement if

1. you don't pay any charges on time;
2. you don't do something fundamental that you have to do under the Agreement;
3. you use any of our services in a way that may damage or affect the operation of our network; or
4. you become bankrupt or make an arrangement with creditors. 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. You won't have to pay a termination fee in this case although you'll need to pay for your equipment subsidy.

Your data

What we do with your information and contacting us

What do we do with your data? We along with companies in the same group as us may collect, use and share your personal information and information about the type of calls you make in order to support our services, manage your account, and provide customer care activities.

Sharing your data with third party agencies: If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

For our Privacy Policy and further details explaining how the information held by fraud prevention agencies may be used, please ask an advisor or visit the [Vodafone website](#)

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
- Website: www.vodafone.co.uk/vodafone-uk/forms/complaints/#

If we can't fix your issue, you may (i) ask that the matter is referred to an independent ombudsman under our Customer Complaints Code available on our website or by contacting us; or (ii) if you have an issue with goods or services bought online you can refer to the EC Online Dispute Resolution website at ec.europa.eu/odr. Further information on this complaints process is available on [our website](#)

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.