

SIMX BENEFITS TERMS

These terms and conditions ("**Terms**") apply to customers who purchase a 'SIMX' plan on our ("**Vodafone Limited**") network, in addition to your Pay Monthly Airtime Agreement.

Eligibility criteria

- 1) To be eligible to purchase a SIMX plan, your existing phone must have been bought directly from Vodafone on a Vodafone Evo plan;
- 2) The following customers are not eligible to purchase or redeem the benefits of a SIMX plan:
 - i) New Vodafone mobile customers;
 - ii) Current Pay As You Go (PAYG) and SIM only (SIMO) customers;
 - iii) Business customers including (i) Sole traders; (ii) Small and medium sized business customers (SOHO and SME); and (iii) Enterprise Business Unit (EBU) customers;
 - iv) Flexi upgrade customers;
 - v) Customers who did not purchase their device directly from Vodafone.

If you satisfy the requirements set out above, you will receive the following benefits under your SIMX plan:

SIMX Exclusive Plan Benefits

	SIMX Plan Benefits
Battery Refresh Extension	X
£50 Trade-In Bonus	X
Lifetime Warranty Upgrade	X

Battery Refresh Extension

Vodafone will replace your phone's battery, free of charge, if it fails any one of the diagnostic tests in Vodafone's 'Battery Refresh Tool' (**BRT**), which can be accessed in your 'My Vodafone' app. You can take advantage of this benefit, for up to 2 years, from the date you purchase your SIMX plan.

How the BRT works

- 3) The BRT will conduct a health check on the phone. If your phone passes all tests, it will not be eligible for a Battery Refresh at that time. Phones become eligible for a battery replacement when they fail any one of the checks in the My Vodafone app and this result is confirmed in store.
- 4) If your phone fails the BRT test, the app will ask you to book an in-store appointment with Vodafone's tech team. You will receive a unique booking code and you must attend the appointment for our experts to confirm your phone is eligible for a battery replacement.
- 5) Once confirmed in store, Vodafone will send your phone to our repairs warehouse for a battery replacement, free of charge. We recommend you back up your data beforehand, as Vodafone will not be liable for any loss of data.
- 6) We will aim to replace the battery and return your phone to your home address within 5 working days.

Exclusions

- 7) Vodafone will not replace batteries which fail the BRT check but where there is evidence of any damage to your phone, such as the following (NB general wear and tear does not apply):

- a) Water damage;
 - b) Cracked or smashed screen;
 - c) Deliberate damage or tampering;
 - d) Heat damage;
 - e) Evidence of phone being dropped i.e. chipped/scratched; and/or
 - f) The phone does not switch on.
- 8) Any customers who do not meet the eligibility requirements above at the time of the Battery Refresh claim will be advised that charges apply, as they are not eligible for this benefit.
- 9) If Vodafone believes the phone is excluded under the conditions above, we reserve the right to reject the claim either in store or once received in the warehouse. In these circumstances, we will advise you of the charges for the repair / replacement which would apply. If you refuse to accept those charges, we will return the phone with existing battery to you, free of charge.

£50 Trade-in Bonus

You can upgrade and trade in your current phone, after 3 months. You are eligible for a £50 bonus when you do decide to trade in, available to redeem for 2 years (the “**Redeemable Period**”), from expiry of the 3 month period.

- 10) If you trade-in your current phone via our ‘Trade-in Tool’ and buy a new phone from us on a Pay Monthly airtime plan during the Redeemable Period, we'll give you an extra £50 on top of your quoted trade-in value you may be eligible for at Vodafone, at the time you trade-in your phone.
- 11) To take advantage of this benefit, you must use our online Trade-in Tool, which can be found in your ‘My Vodafone’ app.
- 12) Customers who use the Trade-in Tool to trade in their device will be bound by the Trade-in Guarantee Terms, available [here](#).
- 13) Upon successfully trading your phone in, the Trade-in-Bonus will be available to you as either a:
- a) Monthly saving on your new Airtime Plan; or
 - b) Lump sum Vodafone trade-in credit - available on your Vodafone account.
- 14) We will be entitled to claim back your bonus credit where:
- i. a contract has been formed and we subsequently discover your trade-in device has been registered as lost or stolen;
 - ii. you fail to maintain your new Airtime Plan for at least six (6) months after redeeming the bonus;
 - iii. you fail to return your trade-In device within 14 days (as set out in the Trade-in Terms);
 - iv. you send in something other than the trade-In device, or a different model, make or specification than that which was submitted for assessment in the Trade-In Tool quoted on your order;
 - v. your trade-in device has been damaged intentionally or maliciously;
 - vi. you have not answered all questions asked while running the Trade-in Tool diagnostic checks honestly, accurately and in good faith; or you have not complied with the requirements set out in these Terms.

Lifetime Warranty Upgrade

When you purchased your latest smartphone device, it came with Vodafone's Two Year warranty, covering your device for repairs against manufacturer faults. Vodafone's Lifetime Warranty Upgrade ("LTW") acts as a 'top up' to extend this for as long as you have a Pay Monthly Airtime Plan with us.

- 15) LTW is a contract between you and Vodafone which extends your warranty cover for defects in the materials and workmanship of the phone through normal use, in accordance with these Terms. LTW will expire if you don't continuously maintain an active Pay Monthly Airtime plan with Vodafone.
- 16) The following is not covered by LTW:
 - a) Any damage to the hardware or software of the phone (e.g., any damage caused by dropping the phone (whether accidental or intentional), liquid damage, viruses, etc.).
 - b) Wear and tear of the phone or any deterioration due to normal use or exposure.
 - c) Faults or damage not covered or rejected by your phone's original manufacturer's warranty during the original warranty period.
 - d) Consumable parts such as the battery unless failure is due to a defect in the manufacturer's workmanship.
 - e) Any software, data or apps installed on your phone such as music, contacts, etc.
 - f) Aesthetic / cosmetic damage including but not limited to scratches and dents that do not affect the function of the phone.
 - g) Damages or defects as a result of any unauthorised modifications, alterations, servicing, repairs and/or cleaning undertaken by a service provider not approved by the manufacturer or authorised by Vodafone.
- 17) If your phone is damaged as well as faulty, the LTW will not cover any repairs. Any repairs will be chargeable.
- 18) How to claim under LTW?
 - a) Call 191 or get in touch via webchat to book in for a repair under warranty. The advisor will instruct you on the process for sending your device to one of our repair centres.
 - b) Once received by the repair centre, our trusted third-party partners will be in touch if for any reason your warranty claim is not accepted and advise you of your options.
 - c) If the fault is covered under LTW, we will arrange for the phone to be repaired, and we aim for your device to be returned to you within 5 days.
 - d) If your phone can't be repaired, we will replace your phone with either the same model phone or the next model up from our refurbished range.
- 19) Before sending your phone for repair, please ensure you:
 - a) disable any security settings that would prevent security access to the phone for testing / repairing purposes (i.e. any passcode, Find My Mobile or Find My iPhone, etc), otherwise we won't be able to repair your phone and it may be returned unrepaired;
 - b) back up your phone as data may be erased during the repair or when troubleshooting the phone; and
 - c) remove your plastic SIM card (if applicable) and any accessories.

Additional Benefits (available for the duration of your SIMX plan)

- 20) For your airtime benefits, please see EVO 'Benefits Terms' [here](#) which are incorporated into these Terms.

General Terms

- 21) 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, tort (including but not limited to negligence), 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.
- 22) We reserve the right to withdraw or make amendments to these Terms in the event of unforeseen circumstances including without limitation COVID-19/other pandemic, decisions by our suppliers, 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.
- 23) 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.
- 24) We may change these Terms at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.
- 25) If you would like to complain, please see our complaints page for more information:
<https://www.vodafone.co.uk/help-and-information/complaints/code-of-practice>
- 26) 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.

Who are we? Vodafone Limited, registered in England number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

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