

Pay monthly airtime conditions

This agreement is also available in large print or in Braille. Call 03333 043 222 or email disability.access@vodafone.co.uk for information about the accessibility of our products and services.

Customer agreement

I have read and agree to the following:

A, This agreement covers the SIM card and any services I use in my bundle. It doesn't cover any mobile equipment, other than when I may need to make a payment for mobile equipment to Vodafone when this agreement ends. It is made up of the pay monthly airtime conditions, the charges guide for the bundle (as shown on the order form or welcome note) and any additional products or services I choose to use or take such as content services provided by other parties. If I take out insurance, content services and other additional products or services I fully agree to those separate conditions. I need to check my mobile equipment works with the other products or services I want to use.

B, This agreement is for the minimum period shown on the order form or in the welcome note. It starts when Vodafone connects my SIM card to the bundle shown and I may end it by giving Vodafone 30 days' written notice. If it ends before the end of the minimum period (whether by me or Vodafone), I must still pay all the bundle charges until the end of the minimum period. This applies when this agreement comes to an end in clause 11, except:

- If Vodafone ends this agreement by giving me 30 days' written notice (clause 11a) or because Vodafone is permanently unable to provide the services to me; or
- If I end this agreement due to a specific thing that Vodafone has done as detailed in clause 11b.

In these situations I don't have to pay all the bundle charges until the end of the minimum period. But, I may have to pay for my mobile equipment as described in clause 11d.

Content services end after the term stated in my order form or welcome note unless Vodafone tells me otherwise. If an inclusive (and not subscription) content service is provided for less than the minimum period (shown on my order form or welcome note) when the content services end it may become a monthly paid subscription unless I cancel it.

C, Charges. I'll pay all charges (whether I use the SIM card or not), due under this agreement. **The minimum price for the services provided under this agreement is the cost of all the bundle charges for the minimum period (plus any one-off upfront charges).** I must pay by direct debit. Some charges are for out of bundle services. Charges for out of bundle or additional services may change from time to time so I will check your website if I want to know what they are. **Charges for using the SIM abroad may be a lot higher than UK charges and I may be charged for receiving calls**

D, Price increases. Bundle charges are fixed for the duration of the minimum period unless I go over my bundle allowance. However, Vodafone may increase my out of bundle charges once in any 12 month period in line with the annual percentage increase in the Retail Price Index (RPI). If Vodafone increases my out of bundle charges and this is to my material detriment then I will have the right to leave this agreement. There is more information about this in clauses 7 and 11.

E, Changing the charges, services and terms. We sometimes have to put up our charges or change our services during your agreement. If this happens, we'll tell you beforehand. There is more information about this in clause 7.

F, Lost or stolen mobile equipment. If my mobile equipment is lost, damaged or stolen, I'll still have to pay all the bundle charges for the minimum period. If someone finds or steals my mobile equipment or SIM, I'll have to pay any charges they incur until I tell Vodafone it's been lost or stolen up to a maximum of £100 if I tell Vodafone within 24 hours from the time the mobile equipment was lost or stolen. If I tell Vodafone after 24 hours but within 5 days of the mobile equipment being lost or stolen I'll have to pay any charges incurred up to a maximum of £500. If I

fail to tell Vodafone within 5 days from the date that my mobile equipment is lost or stolen, I'll still have to pay all of the charges incurred until the time I report it missing to Vodafone.

G, Mobile equipment ownership. When you choose a bundle, we may provide you with mobile equipment. **You will only own the mobile equipment following the successful payment of your first six bills, unless we tell you otherwise (see clauses 4i and 4j).** At all times you must keep your mobile equipment in a good condition (subject to normal fair wear and tear) as if you owned it. Until you own the mobile equipment, we reserve the right to charge you for any mobile equipment which is returned to us damaged.

H, Making a payment for my mobile equipment. If this agreement ends before the end of the minimum period and I have to pay for my mobile equipment, Vodafone will have told me the original value on which the payment is based in the order form or welcome note. The payment will be 1/24 of the original value of the mobile equipment, less any initial payment I make towards it, multiplied by the number of months left until the end of the minimum period. I'll pay this as soon as Vodafone asks after the agreement ends.

I, Personal Data. Vodafone may use and share my personal information as described in clauses 13 and 14 and use information about the type of calls I make to analyse the service Vodafone provides and for marketing purposes.

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What we mean

We, our or us - Vodafone Limited.

You or your - the customer whose name appears on the order form or welcome note.

Additional services – are optional services which are provided by third parties and/or Vodafone which are charged in addition to your bundle allowance and out of bundle services; and which may be cancelled at any time. Examples of additional services include but are not limited to Vodafone EuroTraveller, Vodafone WorldTraveller, Vodafone Extras and non-inclusive content.

Agreement - these conditions, the bundle and the charges guide and any terms and conditions for any other products and services you choose to take out.

Charges - charges for services, as published in our, charges guide or which we otherwise provide. These include the monthly bundle charge (billed for the month ahead unless we say otherwise), usage charges or charges for out of bundle services or additional services (billed after use) and any other charges for the services provided to you or someone using your SIM (for example, charges for voicemail and itemised billing).

Charges guide - the terms and charges for your bundle. Available in our stores and on our website at vodafone.co.uk/terms. We update this every so often.

Content service pass - a virtual pass to access content services as part of your bundle.

Minimum period - a period of time shown on your order form or welcome note, which begins when we connect your SIM to the bundle you have chosen.

Mobile equipment - your mobile phone, tablet or other equipment and the SIM used to access our services.

Network - the electronic communications systems we use to provide the services in the UK.

Bundle - the package of services you have chosen to receive as shown on the order form or welcome note. We update this every so often.

Bundle charge - the minimum monthly amount we charge you for the bundle you have chosen.

Out of bundle charge – any charges for out of bundle services.

Services - the communications service you receive through the network, additional services, out of bundle services and other services we may provide to you.

Out of bundle services - those services from third parties which are charged in addition to your inclusive bundle allowance. Examples of out of bundle services include additional UK minutes, texts or data used outside of your bundle allowance, premium rate services, calls to call forwarding numbers, using your mobile equipment while travelling abroad and to call people who are not in the UK, directory enquiries services. Please check the pay monthly charges section of our website

for current pricing before you use out of bundle services, this can be found at vodafone.co.uk/pmcharges.

Welcome note - the letter or email we send you when you join or upgrade with us.

2. Your agreement period

a) Unless we tell you otherwise, we'll continue to supply you with the services included in your bundle until we or you end this agreement in line with clause 11. If this agreement ends before the end of the minimum period (whether by you or us), you must still pay all the bundle charges until the end of the minimum period. This applies when this agreement comes to an end in clause 11, except if:

- we end this agreement under clause 11a; or
- you end this agreement under clause 11b; or
- we end this agreement because we are permanently unable to provide the services to you.

b) Unless we tell you otherwise, any content services included in your bundle start at the same time as the minimum period, regardless of when you start to use the content service pass, and end after the term set out in the order form or welcome note. If a content service included in your bundle is provided for less than the minimum period when the content service ends it may become a monthly paid subscription unless you cancel it.

3. Services and coverage

a) We will try to provide the services to you when you want them. However, due to the nature of mobile technology, it's impossible to provide a fault-free service.

b) If content services are included in your bundle we supply you with a content service pass. The content service provider will accept this pass in order to give you access to your choice of content.

c) The services and content services you enjoy in the UK may not be available when you're abroad.

d) All of our bundles allow you to use our network to make and receive internet phone calls known as VOIP.

e) Any mobile equipment that we may provide to you to access our services may be locked to the network and there may be a charge to unlock your mobile equipment, please see our website for further details.

4. Using the services - the rules

a) It's your responsibility to make sure you keep to this agreement, and you follow our instructions on using the services - even if someone else is using your mobile equipment.

b) You must never use your mobile equipment or the services for anything we might consider to be abusive, illegal, fraudulent, or a nuisance.

c) You're not allowed to sell all or any part of the services to anyone else. The services must only be used for your personal non-commercial use.

d) We've allocated you a phone number on our network. This number does not belong to you and we may charge you a fee if you want to transfer this number to another provider. We may need to change your phone number or other number. We will let you know if this is the case.

e) The SIM card, and the software within it, belongs to us and we license it to you so you can use the services. We may change your SIM or tell you to return it at the end of this agreement. If you need a replacement SIM, we will charge you the going rate in our most current charges guide.

f) If you use your mobile equipment to browse the internet or use content services, we accept no responsibility for any content or services you access.

g) You must only use mobile equipment which is approved for connection to the services.

h) We may provide you with mobile equipment when you take out a bundle. We will own any mobile equipment which we provide you until you have successfully paid your first six bills. During this time, you understand and agree that you:

- i) must not sell, lease or otherwise permanently give the mobile equipment to anyone (excluding any customers who have a Red+ Sharer bundle);
- ii) must keep it in a good condition (subject to normal fair wear and tear); and
- iii) must not alter, modify or in any way deconstruct the mobile equipment, other than making standard software updates and app purchases by approved third parties.

i) Provided you successfully pay your first six bills by the payment due date and you do not breach this agreement (for example, you fail to pay the charges when they are due); you will automatically own the mobile equipment.

j) If, within seven days of us asking you in writing, you fail to do something fundamental that you have to do under this agreement (for example, pay the charges when they are due); we may request that you return the mobile equipment to us.

5. Payment

a) You must pay any charges for the services within seven days of the date on your bill. You must pay your bill by direct debit. VAT will be included if it applies.

b) If you owe us any money beyond your due date set out in your bill, and you do not have valid reasons for disputing the payment, we may charge you interest. We charge interest daily at the rate of 2% above the base rate of Barclays Bank each year. We may charge you reasonable administration costs as a result of you paying your bill late or failing to pay it.

c) If you do not pay any bill by the payment due date within the first six months of the minimum period, in addition to our rights under clauses 9a and 11c of this agreement, we may; place your mobile equipment on a blacklist or remotely disable your mobile equipment so that it cannot be used on any network within the UK, except for making emergency calls. We will give you reasonable notice before we do this. Once you have paid all charges which are due we will remove the mobile equipment from the blacklist or enable your mobile equipment as appropriate.

6. Losing your mobile equipment

If your SIM or mobile equipment is lost or stolen, you must tell us as soon as possible so we can stop someone else using it. You're responsible for any charges incurred up to a maximum of £100 provided you have told us within 24 hours from the time the mobile equipment was lost or stolen. If you tell us after 24- hours but within 5 days then you will be responsible for any charges incurred up to a maximum of £500. If you fail to tell us within 5 days from the date that your mobile equipment is lost or stolen, you will be liable to pay all of the charges incurred until the time you report it missing to us. You must also continue to pay all the bundle charges for the minimum period.

7. Changing charges, your services and terms

a) We may increase out of bundle charges once in any 12 month period and we'll give you 30 days' notice. If we make an increase to out of bundle charges which has the effect of increasing your total charges by more than the annual average percentage increase in RPI when compared with the charges 12 months prior to the increase you have a right to end this agreement under clause 11b and we'll tell you if you do.

b) We can increase your bundle charge or any other charge, if we are required to do so as a result of statutory instrument, government regulation or any new taxation which we need to pass onto you as a matter of law.

c) We may change or withdraw services at any time and we may change or introduce new terms to this agreement at any time. If we do, we'll give you at least 30 days' notice of these changes unless we believe such changes will not disadvantage you or which you don't regularly use. If these changes are to your material detriment, you have a right to end this agreement under clause 11b and we'll tell you if you do.

8. Call/internet limit, deposit and part payments

a) We may set a monthly call and/or internet limit on your account. We may increase or remove this after carrying out a credit check. You may be able to go over your limit, but if this happens, you must pay all charges.

b) We may ask you for a deposit at the start of your agreement, if you increase how much you use the services or to remove a block from particular services. You can ask for a refund of your deposit at any time, but we may reduce your call and/or internet limit if you do. We can use the deposit to pay off any charges you owe us. When this agreement comes to an end, we'll repay any deposit you've given us less any money you owe us. We will not pay any interest on any deposit we take from you.

c) If there's a significant increase in your usage between bills, we may contact you and possibly ask for a part payment so you can continue to use the services.

9. Suspending our services

- a) We can suspend or restrict your use of any of the services (other than emergency services) if:
- we believe your mobile equipment or the services are being used in a way we do not allow under this agreement;
 - you have not kept to this agreement (for example, you fail to pay any charges when due);
 - we have asked you for a deposit or part payment which you've not paid;
 - you go over your call or internet limit;
 - we believe that this agreement was entered into fraudulently or you got the use of any number, mobile equipment or services in an unauthorised, illegal, or fraudulent way;
 - you tell us that your mobile equipment has been lost or stolen;
 - you become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made or a receiver is appointed over any of your assets;
 - you do anything (or allow anything to be done) which we think may damage or affect the operation of our network or services; or
 - the emergency services tell us to, or a law or regulation is passed which means we need to do so.

b) We will try to tell you when we suspend or restrict your use, but we do not have to.

c) When we suspend or restrict your use, this agreement will continue and you still have to pay all charges due during any period when we suspend or restrict the service.

10. Credits if there is a failure of the service

If we have to maintain our network or if there is a technical fault on our network that means you can't use all the services for three days in a row, we'll credit you for the bundle charges for the period the service was not available.

11. Ending this agreement

a) Either you or we may end this agreement by giving the other 30 days' notice in writing. Your notice must include your mobile number and your signature or appropriate security details. You must pay the charges during the notice period. You can stop using content services any time but you'll still have to pay all bundle charges. You'll need to check with the content service provider on how you end your agreement with them.

b) You may end this agreement by writing to us if:

- we don't do something fundamental that we should have done under this agreement (for example, if there is a complete failure of the entire UK network for seven days in a row due to something we have done), within seven days of you asking us in writing;
- we tell you that there will be an increase in the bundle charge (calculated before the addition of VAT or other levy) and you write to us within one month of us telling you about the increase;
- we change this agreement (excluding the additional services) to your material detriment. This includes (i) increasing out of bundle charges in the UK more than once in any 12 month period (calculated before the addition of VAT or other levy) which has the effect of increasing your total charges (based on your usage in any of your last 3 bills) by more than the annual average percentage increase in RPI when compared with the charges 12 months prior to the increase; or (ii) changing or withdrawing services. We will tell you if this is the case. You need to write to us within one month of us telling you about the change, withdrawal or increase. This does not apply if this is a change to or withdrawal of additional services not included in your bundle, which we and you can cancel (or stop using) without ending this agreement.

c) We may end this agreement at any time by writing to you if:

- you do anything (or allow anything to be done) which we think may damage or affect the operation of our network;
- within seven days of us asking you in writing, you do not do something fundamental that you have to do under this agreement (for example, pay the charges when they are due); or
- we are permanently unable to provide the services to you.

d) When this agreement comes to an end:

- we will disconnect your mobile equipment from our network (you may keep the mobile equipment providing always that this agreement ends after the first 6 months of your minimum period, but you may have to make a payment as described below);
- you will have to pay immediately all charges you owe on the date we disconnect your mobile equipment from the network (including any charges for third party services such as content services); and you must still pay all the bundle charges until the end of the minimum period. This applies when this agreement ends, except if:
 - we ended this agreement under clause 11a; or
 - you ended this agreement under clause 11b; or
 - we ended this agreement because we were permanently unable to provide the services to you.

In these three situations you do not have to pay all the bundle charges until the end of the minimum period. However, you may have to make a payment for your mobile equipment. We will let you know in your order form or welcome note if you have to make this kind of payment for your mobile equipment and will tell you the original value on which that payment is based. The payment will be 1/24 of the original value of the mobile equipment, less any initial payment you make towards it, multiplied by the number of months left until the end of your minimum period. You will make this payment to us as soon as we ask after the agreement comes to an end.

e) If this agreement ends before the end of the minimum period, and you pay us all the bundle charges for the rest of the minimum period in one lump sum, we may reduce such payment by a rate we set. You can ask us what the reduction will be.

12. Liability and exclusions

a) We are legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for:

- loss of income or profits;
- loss of use of the services;
- lost business or missed opportunities; or
- any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this agreement with you.

We will not be legally responsible to you if we cannot provide the services because of something outside of our reasonable control.

b) Except for fraud or where our negligence causes death or personal injury, we will not pay more than £3000 or 150% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims.

c) The terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude under any agreement.

13. Personal information

a) We and our group companies may use your information to:

- manage your account, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us;
- monitor the quality and security of the network and test and maintain our IT systems;
- analyse your use of the services for marketing purposes, including, but not limited to, the calls and messages you send and receive and your location at the time these communications take place, as well as your browsing history and use of our websites;
- send to the emergency services (if you make an emergency call), including your approximate location;
- contact you with marketing messages if you have not objected. These messages may include marketing from other organisations, but we will not pass responsibility for your information to these other organisations. If you do not want to receive marketing messages from us, please contact us through our website or by calling 191.

b) We do not include your details in any directory or directory-enquiry service. If you want to have your information included in these services, you should contact us.

c) For more details on how we use your information, please read the privacy policy on our website.

14. Credit-reference and fraud-prevention agencies

a) You can ask us about how we use your details for credit checking and fraud prevention when you take out this agreement. We will also release, to credit-reference agencies, debt-collection agencies and fraud-prevention agencies, details of your agreement with us including any change of address, payments you make, account balances, missed payments, disputes and queries. We, and other organisations, may use this information to help make decisions about other credit applications made by you or other members of your household you are linked to financially and to protect both our business and our customers from fraudulent activity. We may also use any information we hold to trace debts and assess claims. If you don't pay us in full, and on time, we may tell credit-reference agencies who will record the debt.

b) If false or inaccurate information is provided and fraud is identified, details will be passed to fraud-prevention agencies. Law-enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

Please contact us at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use, from other countries, the information recorded by fraud-prevention agencies.

15. General

a) We may transfer this agreement to anyone at any time. However, you can't transfer this agreement to anyone unless we've agreed in writing beforehand. We will not unreasonably refuse this request.

b) If you or we fail to enforce our rights under this agreement, it will not prevent you or us from taking further action.

c) A person who is not a party to this agreement has no right to benefit under or to enforce any terms of this agreement.

d) When you use your mobile equipment, your number may be shown to the equipment being contacted. Your number will always be shown if you contact 999 or 112.

e) We'll send you notices by post, voicemail, text or other form of electronic message and will assume for notices by post that you have received them 48 hours after we have sent them. We'll send all bills and notices served by post, to the address you have given. You must tell us about any changes to your address. If you want to write or email us, please use the address shown on your bill. You can then assume we have received these notices 48 hours after you have sent them.

f) If you have a complaint, please contact us. We will do our best to fix your issues. If we can't, you may ask that the matter is referred to an independent ombudsman under our Customer Complaints Code which is available on our website or by contacting us. You or we may bring legal proceedings in a court in the UK to resolve a dispute under this agreement.

g) This agreement is under English law, unless:

- you live in Scotland, in which case, it will be governed by Scots law; or
- you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.

Contact us by –

Phone: 0333 3040 191 –

Fax: 0870 1616 500.

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