

Vodafone Terms & Conditions

Your agreement with us is made up of:

- the pay as you go airtime conditions;
- the price plan guide for your price plan (available on vodafone.co.uk or by calling 191) – all listed prices include VAT, if it applies, unless we say otherwise;
- the pay as you go price plan terms which apply to your particular price plan and the conditions of any optional extras you may choose to add, and
- the wording on the packaging of your mobile equipment.

This agreement is for your SIM card and the minutes, texts, information, data and other services that you use. This agreement does not cover buying or maintaining any phone or other mobile equipment that has also been provided to you. If your phone is lost or stolen, you must pay for all other call and usage charges up to the time you tell us that it has been lost or stolen.

Pay as you go airtime conditions



Plain English Society Crystal Mark applies to wording only and not design.

1. Definitions

We, our or us – Vodafone Limited.

You or your – you, the customer.

Agreement – these conditions, your price plan terms and the price plan guide.

Charges – all charges for services, as published in our price plan or which we otherwise provide. These include the usage charges and any other charges for the services we provide to you or someone using your mobile equipment (for example, charges for the voicemail service, which we will bill you for as we arrange).

Mobile equipment – your mobile phone or other equipment and the SIM card used to access the services.

Network – the electronic communications systems we use under which the services are available in the UK.

Price plan – the package of services you have chosen to receive which we update every so often and which you can ask us for by calling 191 from your mobile, or by visiting our website.

Price plan terms – the conditions which apply for your price plan which you can ask us for by calling us or by visiting our website.

Services – the communications service you receive over the network and other services we make available to you from time to time.

2. Services and coverage

2a. You agree to keep to this agreement, when:

- you first top up your account with us; or
- you use the services;

whichever happens first.

2b. We aim to provide you with the services at all times.

However, due to the nature of mobile technology, it is impossible to provide a fault-free service.

2c. We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'. Overseas networks may be limited in quality and coverage. Any access to overseas

networks will depend on the arrangements between us and the foreign operators. Please call the helpline on 191 for details.

3. Using the services

- 3a. You must keep to this agreement and our instructions on using the services. You are responsible for anyone who uses your mobile equipment.
- 3b. You must not use your mobile equipment or the services for any purpose we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities.
- 3c. You must not sell to anyone else all or any part of the services.
- 3d. We will choose a number for you to use with your mobile equipment on the network. The number does not belong to you and we may charge you a fee to transfer your number to another service provider.
- 3e. Any SIM card we provide to you stays our property. The software in the SIM card does not belong to you and we are licensing it to you to use with the services only. We may change your SIM card or tell you to return it at the end of this agreement. If you need a replacement SIM card, we will charge you the price set out in our most current price plan.
- 3f. You may use the services to access the internet but we accept no responsibility for any content or services you may access. Unwanted programs or material may be downloaded from the internet without your knowledge. This may then give unauthorised people access to your mobile equipment.
- 3g. You must only use mobile phones which are legally approved for connection to the network.

In these circumstances, we may also:

- bar the mobile phone for outgoing service; or
- bar the mobile phone number so that it is no longer available for use for TopUps with the TopUp line or other electronic facility.

We may remove the bar when we have been paid the amount you owe us.

- vi. if you tell us that your mobile equipment has been lost or stolen.
 - vii. if you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the network or the services.
 - viii. if you become bankrupt or make any arrangement with your creditors or you go into liquidation or if an administration order is made or a receiver is appointed over any of your assets.
 - ix. if we are permanently unable to provide the services to you.
- 6b. If we suspend the mobile phone because you have chosen not to use the services (as defined in 6a(iii)) for 180 days, we will, if you ask within 90 days of the suspension, reconnect the services and make available any previous credit held on your account at the time of the suspension. If you have not kept to this agreement or not used the services for 270 days, and we disconnect your mobile equipment, you will lose any credit held on your account.
- 6c. We will try and tell you when we suspend, restrict or end your use, but we do not have to.

3h. We may decide to refuse to provide any part of the services to you. For example, we may bar you from using overseas networks and from making international calls or premium-rate calls. If you feel that we should not bar you in this way, please contact the helpline.

4. Payment

- 4a. We work out your calling credit by the second, using the rates set out in the relevant price plan. We will add calling credit to your account when we accept the TopUp in line with the rules relating to the service or the price plan. The longest call you can make is 23 hours and 59 minutes.
- 4b. You pay for the services by topping up your account with us. You do this by buying TopUps as set out in the rules relating to the service or the price plan. We will not repay any TopUps you make or pay you any interest on any credit you have with us. Each time you use the services (or someone else uses them using your mobile equipment), it reduces the TopUps you have bought. Except in the case of an obvious mistake, our records show how much you have topped up your account and how much you have used the services.
- 4c. We add VAT to all charges. If you owe us any money and you do not pay this when it should have been paid, we may take this from any credit balance on your TopUp account or from any debit or credit card details you have given us. We may also charge you interest on the unpaid amount. We charge interest daily at the rate of 2% above the base rate of Barclays Bank each year.

7. Variations

- 7a. We may change our charges or introduce new charges. If we increase our charges, we will give you at least 14 days' notice in a way which we consider is reasonable, for example by sending messages using the services. If we believe any change in our charges will not disadvantage you, we may include it without telling you.
- 7b. We may make changes to or withdraw services at any time and we can make changes to or introduce new terms to this agreement at any time. If possible we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending messages using the services. You will still be able to use any credit that you have built up, before we withdraw all of the services.
- 7c. We may need to change your phone number or other number. If you have registered with us, we will let you know if this is the case.
- 7d. By continuing to use the services, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to top up your account or use the services.

8. Legal responsibility and exclusions

- 8a. We will be legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for:
 - i. loss of income;
 - ii. loss of use of the services;
 - iii. lost business or missed opportunities; or

We know it's small,
but it's worth a little read.

- iv. any loss or damage that is not directly caused by us or which we did not reasonably expect at the time you entered into this agreement.

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

- 8b. Unless our negligence causes death or personal injury, our liability to you will not be more than £3000 for each claim or a series of related claims.
- 8c. If you are a consumer, the terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

9. Personal information

- 9a. We and our group companies may use your information to keep to our legal requirements and to:
- manage your account, carry out customer care activities and train our staff;
 - monitor the quality and security of the network and test and maintain our IT systems;
 - protect us, and our brand, from activities that might cause loss or damage;
 - assess and improve products and services;
 - analyse your use of the services for marketing purposes (including, but not limited to, calls made and received by you); and
 - 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.

- 9b. We may monitor or record calls, and send you emails or text messages for business purposes such as to:

- improve customer service, and carry out quality control and training;
 - prevent unauthorised use of our telecommunications system;
 - make sure our systems work properly; and
 - prevent or detect crime.
- 9c. 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.
- 9d. For more details on how we use your information, please read our privacy policy on vodafone.co.uk. If you do not want to receive marketing messages from us, please contact Vodafone Customer Services (via vodafone.co.uk or by calling 191).

10. General

- 10a. We may transfer this agreement to anyone else at any time. If you want to transfer your agreement with us, you can if we agree. We will not unreasonably withhold our agreement. If we agree, we will treat you as having accepted this agreement and being responsible for the mobile equipment, including any debt connected with it.
- 10b. If you or we fail to enforce rights under this agreement, it will not prevent you or us from taking further action.
- 10c. When you use your phone, your number may be sent through the networks and shown to the phone you are calling. Your number will always be sent if calling 999 or 112.

b) restrict performance, c) charge you for this at the full published rates at vodafone.co.uk/paygcosts. If you want to use a mobile phone as a modem, you'll need to be on a price plan that allows this.

Calling abroad from the UK

International calls, texts and video calls from the UK

International Calls	standard rate /per minute
European Zone (including EAA Countries)	£1
Rest of the world	£1.50

For a current list of countries go to vodafone.co.uk/payginternational

Text messages (per message)

Worldwide (per 160 characters)	24p
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Video calls (per minute)

Worldwide	60p
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When you're outside the UK

Voicecalls, mobile phone data and messaging while abroad

We've divided the world into zones which carry different charges. As zones, countries and charges change from time to time, please check our website before travelling at vodafone.co.uk/goingabroad.

10d. 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.

PAYG Simply Price Plan Terms Finding Out About Pricing

You can find more about our call, text, video and mobile phone data charges at vodafone.co.uk/paygcosts or by calling Customer Services on 191 (cost 25p) from your mobile or 08700 77 6655 from any other phone (you'll be charged at your telephone provider's published rate). Alternatively you can pop-in to one of our stores and speak to an adviser.

Our charges for calls, data and messaging when you're in the UK

For calls from your Vodafone mobile	Cost per minute
1 minute minimum call charge applies to the following calls:	
National, local (01, 02, 03) and other Vodafone mobile numbers	25p
Other mobile networks	25p
Calls to voicemail	25p
Charity numbers starting 0800 or 0808	Free, see vodafone.co.uk/paygcosts

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Non Geographic (0800, 0808, 0500)	14p
Non Geographic (0870, 0845)	14p
Non Geographic (0844, 0871)	14p
Premium rate services (start with 09)	See vodafone.co.uk/paygcosts
Personal numbers/Calling Cards (starting 07, but not UK mobile networks) (fixed fee in some cases)	65p
Call forwarding services (e.g. 07744, 07755)	25p
Directory Enquiries (DQ) calls to directory enquiries (118)	See vodafone.co.uk/paygcosts
To Vodafone preferred DQ number (118 881)	85p

UK Voicemail (per minute)

Calls to voicemail	25p
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UK Messaging (per message)

Standard text messaging (per 160 characters)	12p
Picture messaging (UK up to 300kb)	36p
Video messaging	60p

UK Video calls (per minute)

Video calling (3G only)	35p for Vodafone to Vodafone, 55p to other networks (20p per minute call charge applies)
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UK Data Usage (per day)

Data Usage	£1 per 25MB (up to a max of £5 per day)
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UK Data Usage (per 30 days) Web Pack

Data Usage	£5 per 250MB
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If you're on an unrestricted data price plan or data bundle, you can use the internet for: a) calls over the internet, b) legally sharing data files, c) giving other people access to your mobile equipment over the internet. However, if you're on a restricted price plan we'll: a) block access to these services,

Vodafone World Rates

Making calls	Receiving calls	Sending texts	Sending picture messages
Europe			
36p	11p	11p	36p
Asia & Pacific			
80p	75p	49p	36p
USA & Canada			
1.35	£1.00	49p	36p
Rest of the World			
£1.65	£1.30	49p	36p

In the European Zone we'll charge you by the second with a 30 second minimum call charge. All calls you receive are charged per second.

In the Asia Pacific and Rest of World we'll charge you for the call by the minute with a 1 minute minimum call charge. For receiving calls, we'll charge you by the second.

In USA & Canada we'll charge you for the call you make and receive by the minute with a 1 minute minimum call charge.

Premium rate and satellite calls are excluded and additional charges (including network handling fees) may apply.

Text charges based on location text is sent. If we've charged a fee from a foreign network operator for you to receive a text or picture message, we'll pass this charge to you.

Data Usage and MMS

Please see vodafone.co.uk/paygcosts for details on pricing.

GENERAL

Reference to the UK excludes the Isle of Man and the Channel Islands.

Unless we tell you otherwise, all our "unlimited" offers are truly unlimited and must be used for your personal non-commercial use.

Registered address: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN. Registered in England number 1471587.

February 2012