



## Pay as you go Terms and Charges

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Updated August 2015

### Your agreement with us is made up of:

#### A, the Pay as you go airtime conditions;

**B, the pricing guide for your bundle** (available on [vodafone.co.uk](http://vodafone.co.uk) or by calling 191) – all listed prices include VAT, if it applies;

**C, the conditions of any optional extras you may choose to add**, for example, Vodafone Freebie Minutes, Vodafone Big Value Bundle (available on [vodafone.co.uk](http://vodafone.co.uk)); and

#### D, 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 mobile equipment 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

#### 1. Definitions

**We, our or us** – Vodafone Limited. You or your – you, the customer.

**Agreement** – these conditions, your bundle and the pricing guide.

**Charges** – all charges for services, as published in our pricing guide 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).

**Mobile equipment** – your mobile phone or other equipment and the SIM card used to access the 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 which we update every so often and which you can ask us for by calling 191, or by visiting our website.

**Pricing guide** – the terms and charges which apply for your bundle available by calling 191 or by visiting our website. We update this every so often.

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

#### 2. Services and coverage

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

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

whichever happens first.

b. 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.

c. 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 191 for details.

#### 3. Using the services

a. You must keep to this agreement and our instructions on using the services. You are responsible for anyone who uses your mobile equipment.

b. 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.

c. You must not sell to anyone else all or any part of the services.

d. 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.

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.

e. The SIM card and software in it 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 pricing guide.

f. You may use the services to access the internet but we accept no responsibility for any content or services you may access.

g. You must only use mobile equipment which is legally approved for connection to the network.

h. 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 call 191.

i. Please note that your Mobile equipment may be locked to the Vodafone Network.

#### 4. Payment

a. We work out your calling credit by the minute, using the rates set out in the relevant pricing guide. We will add calling credit to your account when we accept the TopUp in line with the rules relating to the service or the bundle. The longest call you can make is 23 hours and 59 minutes.

b. You pay for the services by topping up your account with us. You do this by buying TopUps. 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.

c. We will charge VAT if it applies. 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 top-up 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.

#### 5. Losing the mobile equipment

If your mobile equipment is stolen, damaged, destroyed or lost, we do not have to give you any refund for any services that you have paid for in advance or for the cost of the mobile equipment. You must contact us immediately so that we can prevent further calls being made using your mobile equipment.

#### 6. Suspension, disconnection and ending the agreement

We can suspend (in other words bar), restrict or stop providing the services (all or part of them) in the following circumstances:

1. If we believe your mobile equipment or the services are being used in a way we do not allow under this agreement.
2. If we believe that the right to use any number or password used in relation to the services or your mobile equipment is or has been gained in an unauthorised, illegal, improper or fraudulent way.
3. You choose not to use the service for 180 consecutive days. Using the service means making any chargeable outbound activity such as making an outbound call (excluding calls to 191), sending an SMS using data or topping up your account.

4. If you do not keep to this agreement.

5. If we believe that when you have topped up (or have tried to top up) your service, you have paid or are trying to pay using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us.

In these circumstances, we may also:

- bar the mobile equipment for outgoing service; or
- bar the mobile equipment 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.

6. If you tell us that your mobile equipment has been lost or stolen.

7. 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.

8. 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.

9. If we are permanently unable to provide the services to you.

10. If the emergency services tell us to, or a law or regulation is passed which means we need to do so.

b. If we suspend the mobile equipment because you have chosen not to use the services (as defined in 6a3 above) for 180 consecutive days we will send you an SMS notifying you that you should top up your account or make a chargeable outbound call (but not calls to 191), send a chargeable SMS or use your data within the next 90 days.

**If you then fail to make any chargeable outbound calls (but not calls to 191), send a chargeable SMS, use your data or top up your account within 90 days from the date of the SMS because you have not kept to this agreement or not used the services for 270 consecutive days, we will disconnect your mobile equipment, and you will lose any credit held on your account**

c. We will try and tell you when we suspend, restrict or end your use, but we do not have to.

#### 7. Variations

a. 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.

b. 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.

c. 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

a. We will be 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 profit;
- 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 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.

b. Unless our negligence causes death or personal injury, our liability to you will not be more than £3,000 for each claim or a series of related claims.

c. 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

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 of 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.

## 10. General

a. 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 refuse the request. 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.

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

c. When you use your mobile equipment, your number may be shown to the equipment you are contacting. Your number will always be shown if contacting 999 or 112.

d. If you have a complaint, please contact us. We will do our best to sort out your issues. If we cannot sort out the issue, 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 sort out a dispute under this agreement.

e. 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

**From a Vodafone mobile:** 191

**Other UK number:** 03333 048 069

**From abroad:** +44 7836 191 919

Registered in England number 1471587 at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN

## Pay as you go Simply pricing terms

### Finding out about pricing

You can find more about our call, text, video and mobile phone data charges at [vodafone.co.uk/paygcosts](http://vodafone.co.uk/paygcosts) or by calling Customer Services on 191 (cost 25p) from your mobile or 03333 048 069 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 from 1 August 2015

A minimum one-minute call charge applies and calls are charged per minute thereafter	Cost a minute
National, local (01, 02, 03) and other Vodafone mobile numbers	30p
Vodafone Big Value Bundle out-of-bundle calls and voicemail	35p
Other mobile networks	30p
Calls to voicemail	30p
Charity numbers starting 0800 or 0808	Free, see <a href="http://vodafone.co.uk/paygcosts">vodafone.co.uk/paygcosts</a>
Freephone (0800, 0808)	Free
Freephone (0500)	45p
Non-Geographic (08, 09, 118)	45p Access Charge plus Service Charge
To Vodafone preferred DQ number (118 881) Calls cost 80p per minute (one-minute minimum call charge applies), plus your phone company's Access Charge.	45p Access Charge plus Service Charge
Personal numbers/calling cards (starting 07, but not UK mobile networks) (fixed fee in some cases)	45p
Call forwarding services (eg. 07744, 07755)	45p
Video calling to Vodafone mobiles	45p
Video calling to other UK mobiles	45p
Radio-paging services (start 076)	45p

Calls to non-geographic numbers beginning 08, 09 and 118 are split into two parts. The Vodafone access charge is the cost to connect the call. The cost of this is 45p a minute charged by the second with a one-minute minimum call charge. The rest of the amount is the service charge which is set by the service or organisation you are calling. To find out more, visit [www.vodafone.co.uk/ukcalling](http://www.vodafone.co.uk/ukcalling).

### UK messaging (message)

Standard text message (per 160 characters)	14p
Picture messaging (UK up to 300KB)	45p
Video messaging	45p

### UK data usage (a day)

Data usage	£2 per 50MB then 10p per MB thereafter
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### Extra data (per 30 days)

Data usage	£5 per 500MB
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All bundles include Voice Over Internet Protocol (VOIP)

If you lose signal during a call you will remain connected to our network for a short period and will be charged accordingly. To avoid any unnecessary charges, please end each call in line with the user instructions of your handset.

**Please note you may incur additional charges due to manufacturer specific features on your handset. Please see your handset user guide for more information.**

## Calling abroad from the UK

### International calls and texts from the UK

International calls	Standard rate / a minute
Europe Zone (including EAA Countries)	£1
Channel Islands and Isle of Man	45p
Rest of World	£1.50

For a current list of countries go to [vodafone.co.uk/payginternational](https://vodafone.co.uk/payginternational) -

### Text messages ( a message)

Worldwide (per 160 characters)	24p
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## When you're outside the UK

### Voice calls, 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/travelling](http://vodafone.co.uk/travelling)

Vodafone World					
Zone	Making calls	Receiving calls	Sending texts	Sending picture messages	Using data
Europe Zone 1	16p	4p	5p	17p	£2 per 25MB then 17p per MB thereafter
Europe Zone 2	24p	7p	8p	45p	£2 per 25MB then 45p per MB thereafter
Asia & Pacific	80p	75p	49p	45p	£5 per 25MB then £3 per MB thereafter
USA & Canada	£1.35	£1.00	49p	45p	£5 per 25MB then £3 per MB thereafter
Rest of World Zone 1	£1.65	£1.30	49p	45p	£5 per 25MB then £3 per MB thereafter
Rest of World Zone 2	£2.00	£1.50	50p	45p	£5 per 25MB then £6 per MB thereafter

In the Europe Zone we'll charge you by the second with a 30-second minimum call charge. For receiving calls we'll charge you by the second.

In Asia Pacific and in the rest of the World we'll charge you for the call by the minute with a one-minute minimum call charge. For receiving calls we'll charge you by the second.

In the USA and Canada we'll charge you for the call you make and receive by the minute with a one 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 are charged a fee from a foreign network operator for you to receive a text or picture message, we'll pass this charge onto you.

### General

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

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

If you do not have a '4G Ready' or '4G' bundle your upload data speed will be limited to 8Mbps and your download speed will be limited to 10Mbps.