

# Vodafone Returns and Exchange Policy for all Vodafone consumer and small business customers

# Call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille, audio CD or dyslexia friendly version of this document

Your statutory rights: this policy will not affect your statutory rights, which cannot be excluded.

- 1. The Vodafone Returns and Exchange Policy (this "Policy") explains:
  - a. Our 14-Day Change of Mind Policy (also referred to as the "14-Day Period")
  - b. How to make a return or exchange after you have notified us that you have changed your mind
  - c. Whether you will have to pay any charges
  - d. What happens after the 14-Days Period; and
  - e. How we deal with faulty products
- 2. In this policy 'day' means calendar day. This includes weekends and public holidays. If any time periods set out in this Policy expires on a weekend or on a public holiday the relevant time period will end on the next working day.

## Does this Returns and Exchange Policy apply to my purchase?

- 3. This Policy applies to the following products/services purchased directly via Vodafone retail stores, online at vodafone.co.uk or by Vodafone telesales:
  - a. Pay Monthly Airtime Plan (SIM only, Vodafone Basics and Mobile Broadband Plans)
  - b. Device Plan bought with a Pay Monthly Airtime Plan
  - c. Device bought outright with a Pay Monthly Airtime Plan (but without a Device Plan)
  - d. Pay As You Go Airtime Plan (including VOXI and Mobile Broadband Plans)
  - e. Device bought outright with a Pay As You Go Airtime Plan
  - f. OneNumber Connectivity Plan
  - g. Home Broadband Plan (including any equipment you receive with it)
  - h. Mobile Broadband Plan (including any equipment you receive with it)
  - i. Accessories purchased directly from Vodafone
  - j. Vodafone Insurance
  - k. Pay Monthly Device and Airtime Plans available for purchase by Small Business Customers (excluding sole traders)
- 4. This Policy may also apply if you have purchased Vodafone products/services directly from another company/retailer (e.g. you have bought/ordered your airtime/device/equipment directly from Argos, Currys, Carphone Warehouse etc). In this Policy we refer to these companies/retailers as "our Partners". Whether you must return your purchase directly to Vodafone under the rules in this Policy or directly to the Partner depends on what you have purchased and is summarised in the below table:

Product/service purchased from Partner	Which rules apply if I change my mind and want to cancel my purchase?
Pay Monthly Airtime Plan without a Device	Please refer to the returns policy of the Partner where you purchased your Pay Monthly Airtime Plan.
Pay Monthly Airtime Plan and a Device	Please refer to the returns policy of the Partner where you purchased your Pay Monthly Airtime Plan and Device.
Pay As You Go Airtime Plan (without a device) including VOXI	You may contact Vodafone directly and we will cancel your Pay As You Go Airtime Plan as per the rules in this Policy.
Device bought outright with a Pay As You Go Airtime Plan	Please refer to the returns policy of the Partner where you purchased your Pay As You Go Airtime Plan and Device.
Home Broadband Plan (including any equipment you receive with it)	You must contact Vodafone directly and return any equipment received in accordance with the rules in this Policy.

- 5. Our 14-Day Change of Mind Policy doesn't apply to:
  - a. Business customers (except small business customers that have fewer than ten connections or employees ("Small Business Customers") purchasing an eligible phone, watch, tablet, laptop, airtime, data/mobile broadband (such as dongles) or connectivity plan. Please note, our 14-Days Change Of Mind Policy doesn't apply to Vodafone Business Broadband. If you're unsure whether or not this Policy applies to your plan, please check your terms and conditions or speak to your account manager or Prime Contact for details:
  - b. Digital products and unsealed software, such as music and games which have been unsealed, downloaded or used (unless the products are faulty, see the Faulty products section below);
  - c. Installation services (or similar services) that have been provided prior to your cancellation of the order.

# Our 14-day Change of Mind Policy:

- 6. Our 14-Day Change of Mind Policy gives you 14 days to change your mind, whatever the reason.
- 7. If you wish to cancel (also referred to as 'return') or exchange your product/service under the 14-Day Change of Mind Policy, you must let us know within 14 days ("Change of Mind Request") from when you receive your product/service. For details of how to make a Change of Mind Request see clause 10 below.
- 8. If your cancelled purchase includes products (e.g. devices, accessories and /or equipment) you must return this to us within 14 days of your Change of Mind Request. See section 12 below for details of the process that applies when exercising your rights under our 14-Day Change of Mind Policy. Please note that the process varies depending on what you have purchased from us.



9. If you have purchased multiple products/services in the same order, the 14-Day Change of Mind Policy will apply to each product/service. The 14-Day Period will commence on the date you receive the last item of your product/service. See below example to understand how the 14-Day Period is calculated.

On Monday 6th of March, you order:				
A Device plan with a Pay Monthly Airtime Plan (Note that this is one product/service but with two items in it)	and		a Pay Monthly Airtime Plan only (i.e., another product/service)	
If you receive your Device on Monday 13th March:  • Your 14-Day Period will commence on the 13th of March, not on the 6th of March.		•	Your 14-Day Period will commence on the 6 <sup>th</sup> March.	
<ul> <li>This means you have 14 days from the 13<sup>th</sup> of March to inform us if you intend to exercise your rights under our 14-Day Change of Mind Policy.</li> </ul>				
<ul> <li>After notifying us of your wish to cancel you will have 14 days to return the Device to us.</li> </ul>				

#### 10. To inform us of your change of mind:

- a. contact us on 03333 040 191 or 08080 034 515 for Home Broadband plans (standard call charges apply);
- b. write to us at: Vodafone Limited, The Connection, Newbury, Berkshire, RG14 2FN; or
- c. **complete our cancellation form**, print it out and send it to us at the address provided on the form.
- 11. To process your Change of Mind Request, we'll need your name, order number, address, and mobile number (where relevant).
- 12. When you've decided to make a return or exchange and submitted your Change of Mind Request, what happens next varies depending on what you have purchased from us. Please check the specific section that applies to your product/service below:
  - a. **Pay Monthly Airtime Plan (purchased without a Device):** When we've received your Change of Mind Request, we'll complete your request and if applicable, we will close your account for the order you've cancelled. You may be charged for services used up to this point, see the "Charges if I cancel within the 14-Day Period" clause below.
  - b. **Device Plan with a Pay Monthly Airtime Plan:** Please note that your Device Plan with a Pay Monthly Airtime Plan order consists of (1) Your Device Plan which is a Consumer Credit loan agreement (sent to you as your "Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974", also known as "**Device Plan**"); and (2) Your Pay Monthly Airtime agreement.
    - i. If you wish to cancel your Pay Monthly Airtime Plan, you must also cancel your Device Plan. This will trigger the "Your right of Withdrawal" clause of your Device Plan: This means that (1) You must return the device to us (including any accessories that you have received with it) see section 14 below; or (2) If you wish to keep the device: you must pay in full the balance outstanding on your Device Plan no later than 30 calendar days after the date on which you told us you wanted to keep the device. When we've received your Change of Mind Request, we'll complete your request and where applicable, close your account for the order you've cancelled. You may be charged for services used to this point, see the "Charges if I cancel within the 14-Day Period" clause below.
    - ii. If you wish to cancel your Device Plan: If you withdraw from your Device Plan during your 14 day "Withdrawal Period", we will treat the Device Plan as if it had never been entered into and we will also terminate your Pay Monthly Airtime Plan. Refer to "Your right of withdrawal" clause of your Device Plan.
    - iii. **If you wish to exchange the device bought under a Device Plan:** If you have changed your mind and wish to exchange the device that you have taken under the Device Plan, this will be treated as a cancellation of your order in line with this Policy and you'll need to go through another purchase.
  - c. OneNumber Connectivity Plan ('Connectivity Plan'): Allows you to share your allowance of airtime and data from your Pay Monthly Airtime Plan ('Primary Account') with your compatible device. If you exercise your rights under our 14-Day Change of Mind Policy to cancel your Primary Account, your Connectivity Plan will end automatically unless you ask us to transfer your Connectivity Plan to another Primary Account under your name.
    - i. If your Connectivity Plan is associated with a Device Plan (i.e., a Watch Plan), and you wish to cancel your Connectivity Plan, you must also cancel the Device plan. This will trigger "Your right of Withdrawal" clause of your Device Plan. This means that (1) You must return the device to us (including any accessories that you have received with it); or (2) If you wish to keep the device: you must pay in full the balance outstanding on your Device Plan no later than 30 calendar days after the date on which you told us you wanted to keep the device. Once we've received and processed your return, we'll then complete your cancellation request and where applicable close your account for the order you've cancelled.
    - ii. **If you wish to cancel your Device Plan**: If you withdraw from your Device Plan during your 14 day "Withdrawal Period", we will treat the Device Plan as if it had never been entered into and we will also terminate your Pay Monthly Airtime Plan. Refer to "Your right of withdrawal" clause of your Device Plan.
  - d. **Pay As You Go Airtime Plan:** When we've received your Change of Mind Request, we'll complete your cancellation request and if applicable, close your account for the order you've cancelled. You will be entitled to a refund of any Pay As You Go credit that remains unused at the date of cancellation as calculated by us.
  - e. **Device bought outright with a Pay Monthly Airtime Plan or with a Pay As You Go Airtime Plan:** You must return your device to us, see section 11 below. Once we've received and processed your return, we'll complete your cancellation request and where applicable close your account for the order you've cancelled. If you ordered a Pay Monthly Airtime Plan only (such as SIM only or Vodafone Basics) with the device, please refer to the Pay Monthly Airtime Plan only section above.
  - f. Home Broadband Plan (including any equipment): When we've received your Change of Mind Request, we'll send you a pre-paid envelope which will arrive 2-5 days after you have contacted us. You must put all the equipment that came with your order into the pre-paid envelope and send it back to us within 14 days, making sure that all items are protected and boxed securely. When we've received and processed your return, we'll complete your cancellation request and where applicable, we'll close your account for the order you've cancelled.
  - g. **Mobile Broadband Plan (including any equipment):** This includes our: 4G Mobile hotspot, Gigacube 4G, 4G Mobile dongle and Data-only sim. When we've received your Change of Mind Request, we'll send you a pre-paid envelope which will arrive 2-5 days after



you have contacted us. You must put all the equipment (i.e. the dongle or Gigacube) that came with your order into the pre-paid envelope and send it back to us within 14 days, making sure that all items are protected and boxed securely. When we've received and processed your return, we'll complete your cancellation request and where applicable close your account for the order you've cancelled. If you wish to cancel your Data-only sim, refer to the Pay Monthly Airtime Plan only section above.

- Accessories not included with your device (e.g a phone case that you purchased directly from us): You must return your
  device to us, see section 14 below. Once we've received and processed your return, we'll complete your cancellation request.
- i. **Vodafone Insurance:** When you exercise our 14-Day Change of Mind policy on a device, any insurance that is purchased for that device is automatically cancelled.
  - If you return a device after you have upgraded, Vodafone will reinstate your previous insurance policy (where applicable), unless you ask us not to.
  - ii. You can cancel your insurance within 30 days of receiving your Vodafone Insurance terms and conditions without paying any extra fees or charges and the first month's premium will be refunded provided no claim has been made.
  - iii. After the 30-day period, your insurance policy has a 3-month minimum period where the monthly premium will be collected on your Vodafone bill for each of these months. After this 3-month minimum period you can cancel at any time. We will provide a pro-rata refund for any unused period of insurance for the month in which you cancel. To cancel this insurance policy please contact Lifestyle Services Group Limited on 0333 304 3346 (standard call charges apply).
- j. Pay Monthly Device and Airtime Plans for Small Business Customers (excluding sole traders): When we've received your Change of Mind Request, we'll send you a pre-paid envelope which will arrive in 2-5 days after you have contacted us. You must put all the equipment that came with your order (including without limitation the device and charger (as applicable)) into the pre-paid envelope and send it back to us within 14 days, making sure that all items are protected and boxed securely. Once we've received and processed your return, we'll complete your cancellation request and where applicable close your account for the order you've cancelled.
- 13. **Exchanges**: Subject to any product/service specific rules in relation to exchanging your product rather than cancelling your purchase under the 14-Day Change of Mind Policy set out in section 12 above, if you wish to exchange a device or accessories for a lower value device, we will refund the difference in cost to you using the same payment method (same card and account) you used when the current device or accessory was purchased. If the exchange results in a higher value device or accessories being purchased, the difference in such cost will need to be paid by you via a one-off payment to us.

#### How to return your product to us.

- 14. When returning products to us under our 14-Day Change of Mind Policy the following applies to all products (unless specifically excluded).
  - a. You can return the cancelled product to us by:
    - Visiting your nearest Vodafone store with your product (excluding Home Broadband equipment) with proof of purchase;
       or
    - ii. we'll send you a pre-paid envelope which will arrive in 2-5 days after you have contacted us. You must put your product into the pre-paid envelope and send it back to us within 14 days, making sure that all items are protected and boxed securely. **Administration fee**: If you choose to return your product via post, an £8.50 administration fee will be charged per product to your account. However, no administration fee is chargeable for the return of Home Broadband equipment.
  - b. You must return any accessories that came with the product. This includes charger, headphones and battery, instructions.
  - c. You must also return any promotional item that came with your product. If you don't, you may be charged and invoiced for the full amount of the promotional item.
  - d. To prevent any unauthorised use of the SIM card, please responsibly dispose of it.
  - e. We may not accept the return of an item due to health protection or hygiene reasons if unsealed by you after delivery.
  - f. You must remove any security and other protective features (such as Find my iPhone) that prevent us from accessing your item. If an Apple mobile device is running iOS 7 operating software or later, we won't be able to give you a refund unless you've deactivated the 'Find my iPhone' feature. To find out how to do this, <u>visit the Apple website</u>. If you return a Device with the 'Find my iPhone' feature (or an equivalent feature) activated, you will be charged and invoiced for the full amount of the Device.
  - g. If you are entitled to any refund: we will inform you and we will refund you the amount within 14 days of either (i) us getting the product back, or (ii) you providing evidence of having returned the products, whichever is the sooner. Your right to a refund may be subject to you passing appropriate checks in place to combat financial crime.
- 15. Return of damaged devices, equipment, or accessories (items):
  - a. All items must be returned in a like-new condition. This includes returning, where applicable, the mobile device, charger, headphones, battery, instructions, and other products such as promotional item that came with your order.
  - b. Like-new condition means:
    - i. The item must be fully functional and
    - ii. there must be no damage such as cracks, chips or visible signs of wear and tear that isn't reasonable for the age of the item.
  - c. If you return a damaged item to us, you will be charged up to 80% of its value. If we need to charge you more, we will let you know. This charge may be added to your next monthly bill with us (if applicable) or we may issue a one-off bill for the charge. If you purchased an item outright, or via a Device Plan, such charge must be paid via a one-off payment to us.
  - d. Click <u>here</u> to find out more about how we assess and charge for damaged or locked mobile devices.

#### Charges:

- 16. Charges if I cancel within the 14-Day Period:
  - a. If you cancel your order before the end of the 14-Day Period and we've started to provide you with any of our services, you may lose any offers or discounts that may have been applied to other services you decided to keep.
  - b. In addition, you'll need to pay for:
    - i. Any line rental (including extras and/or add-on services) on a pro rata basis; and
    - ii. any use of the services not covered by the line rental (international calls, roaming, premium rate calls, for example), for the period up to the date your service(s) is/are disconnected.



- c. If you need to return a device, disconnection will occur after it has been received by Vodafone. You'll also need to pay for any one-off upfront costs in respect of any activation, installation or other service and maintenance fees you've agreed to, in order to obtain any of the services. These charges will have been set out in your order form, Charges Guide or Price Guide.
- d. If you paid for delivery of the item, we will refund the standard delivery charge to you.

#### 17. Charges If I cancel after the 14-Days Period:

- a. For Pay Monthly Airtime Plans (without a Device Plan), OneNumber Connectivity Plans, Home Broadband Plans, Mobile Broadband Plans and Pay Monthly Device and Airtime Plans for Small Business Customers (excluding sole traders):
  - If you wish to cancel your plan after the 14-Day Period, you'll need to give us 30 days' notice. You may also need to pay an early termination fee. More information, including how to calculate your early termination fee, is provided in the Charges Guide or Price Guide for each service.
- b. For Device Plan with a Pay Monthly Airtime Plan:
  - i. if you would like to cancel your Device Plan after the 14-Day Period, you'll need to do so in compliance with the "Payment and early repayment" clause of your Device Plan. You will then be able to end your Pay Monthly Airtime Plan at any time by informing us that you want to end it. If you are within the minimum period of your airtime plan, you will not incur an early termination fee.

### **Faulty products:**

#### 18. Faulty products:

- a. If a fault occurs in the 14-Day Period, you may return or exchange the product in line with our 14-Day Change of Mind Policy above.
- b. If a fault occurs after the 14-Day Period but before the first 30 days after purchase, get in touch as we'll need to check and test the product/service for you. If this confirms a fault, we'll contact you to discuss your options. Depending on the product/service, you may have the product/service repaired or replaced. Specific rules apply to:
  - i. Faulty broadband router: If the broadband router is faulty, we'll replace it.
  - ii. **Faulty device bought under a Device Plan:** If a device bought under a Device Plan is faulty, the exchange will be for the same make, model, memory size and colour as your original device. All terms under your existing Device Plan, including your repayments and loan amount, will apply to your new device.
  - iii. Pay Monthly Device and Airtime Plans for Small Business Customers (excluding sole traders): The exchange will be for the same make, model, memory size and colour as your original device.
- c. If a fault occurs after 30 days, we'll try and repair the item for you. We'll let you know about any charges beforehand. If the fault is covered by the manufacturer's warranty, you won't be charged for the repair. Please note that damage to items isn't covered by the manufacturer's warranty. If it's damaged rather than faulty, we'll let you know how much the repair or replacement will cost.

Version: July 2023