



Battery Refresh Terms and Conditions

1. These terms and conditions ('**Terms**') apply to our (Vodafone Limited, registered in England number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN) Battery Refresh ('**BR**').
2. These Terms apply in addition to your Pay Monthly Airtime Agreement ('**PAYM Terms**') and Loan Agreement (as applicable).
3. Any capitalised terms we use have the meaning set out in these Terms and the PAYM Terms (as applicable).

Eligibility Criteria

4. The BR is available to Vodafone customers who satisfy the eligibility requirements set out below:
 - a. Must be UK-based consumers or small business customers that have fewer than ten (10) employees who are residents of the UK with a UK billing address ('**Small Business Customers**').
 - b. Consumers and sole traders must buy a Vodafone Pay Monthly Airtime Plan ('**Airtime Plan**') and a new phone (either via a Phone Plan or outright) with BR as a benefit, directly from Vodafone.
 - c. Small Business Customers (excluding sole traders) must buy an Airtime Plan with a phone under one contract with BR as a benefit.

Device Applicability Criteria

5. BR only applies to the phone you purchased from Vodafone that includes BR as a benefit, alongside an Airtime Plan.
6. For consumers and sole traders:

The BR will be available from when the phone is dispatched for either:

 - a. 24 months; or
 - b. the length of your Phone Plan, whichever is longer.
7. For Small Business Customers (excluding sole traders), the BR will be available from when the phone is dispatched for either:
 - a. 24 months; or
 - b. the length of your Airtime Plan (up to a maximum of 36 months), whichever is longer.
8. If you purchase the device outright from Vodafone, the BR term will be 24 months.
9. Once BR is no longer available, customers may no longer make a claim for battery refresh free of charge and any replacements will be offered for a chargeable fee (we will ask for your approval before charging you such fee).

The Benefit

10. Vodafone will replace your phone's battery if it fails any one of three diagnostic tests in Vodafone's 'Battery Refresh Tool' ('**BRT**'), which can be accessed in your 'My Vodafone' app.
11. The BRT will conduct a health check on the phone, which tests:
 - a. Length of battery life/health;
 - b. Battery temperature; and
 - c. Battery drain check.
12. If your phone passes all three tests, it will not be eligible for BR 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.
13. If your phone fails the BRT test, the app will ask you to book an in-store appointment with one of Vodafone's tech team experts. 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.
14. 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.
15. We will aim to replace the battery and return your phone to your home address within 5 working days.

Exclusions

16. Vodafone will not replace batteries which fail the BR 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.
- 17. Any customers who do not meet the eligibility requirements above at the time of the BR claim will be advised that charges will apply, as they are not eligible for this benefit.
- 18. 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.

General Terms

- 19.
 - a. 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:
 - i. Any circumstance that is outside of our reasonable control; and
 - ii. 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.
 - b. We reserve the right to withdraw or make amendments to the 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.
 - c. 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.
 - d. We may change these Terms at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.
 - e. 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>
 - f. 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

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