



**Fixed Sum Loan Agreement**  
**regulated by the Consumer Credit Act 1974 (the “Act”)**

Call 03333 043 222 or email [disability.access@vodafone.co.uk](mailto:disability.access@vodafone.co.uk) for a large print, braille, audio CD or dyslexia friendly version of this document.

**1. Parties to this loan agreement (“Device Plan” also known as your “Phone, Watch, Tablet or Laptop Plan”) (reference number: <Device Plan Reference Number>)**

Creditor:	Vodafone Limited registered in England with company registration number 1471587 whose registered office is Vodafone House, The Connection, Newbury, Berkshire RG14 2FN (“Vodafone”)
Customer:	<Customer Name> <Customer Address> <Customer Email Address> <Customer Phone Number> (“you”)

**2. Description of goods to be financed under the Device Plan**

Goods financed:	Device Name: <Device Name> (“Equipment”)
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**3. Amount of credit / Financial details**

3.1. The following terms apply to this Device Plan:

Total cash price of the Equipment (where VAT applies, it will be included):	£<XX.XX>
Upfront payment (where VAT applies, it will be included):	You have made an upfront payment for the Equipment of £<XX.XX>
Total amount of credit (where VAT applies, it will be included):	£<XX.XX>
Rate of Interest (per annum):	<0>% per annum
Annual Percentage Rate of Charge (“APR”):	<0>% APR The total amount payable under this Device Plan is not greater than the total cash price for the Equipment.
Total amount payable:	£<XX.XX>. This is the sum of the total amount of credit plus any upfront payment that you have paid.
Repayments:	You must make the following payments:  [£<X> for <X> months and a final payment of £<X> at month <X> Or £<X> for <X> months]  The first monthly repayment will be payable on a date set by us or agreed between you and us, with subsequent repayments payable on the same day each month afterwards. We will tell you what date your first monthly repayment is due by email when we know when your Device



	<p>will be dispatched to you. Your first repayment will be after you have received your Device.</p> <p>During the term of this Device Plan the repayment date may be changed if requested by you and agreed by us at our discretion.</p>
Charges for late payments:	We will not charge you any late repayment fee or interest on any late or missed payments under this Device Plan. The consequences of failing to make a scheduled repayment are outlined below in section 8. <i>Missing payments</i> .

#### 4. Duration of this Device Plan

- 4.1. This Device Plan is made on the date that it is signed by both you and us and will continue until the date which falls <X> months from the date on which the first repayment is due, provided that you make all repayments when they're due.
- 4.2. This Device Plan will end when all the amounts that you are required to pay have been paid in full.

#### 5. How and when credit will be provided

- 5.1. In order to obtain the credit, you must enter into a pay monthly airtime agreement with us ("**Airtime Plan**") under which we provide you with mobile telecommunications services. The Airtime Plan includes the terms and conditions governing the sale of the Device and any other Vodafone equipment to you ("**Equipment Terms**") as well as the terms and conditions relating to the mobile services that we provide to you and other related services in connection with the Equipment.
- 5.2. We will provide the credit stated above in this Device Plan by applying the total amount of credit in payment or partial payment of the cash price of the Equipment shown above.
- 5.3. We will do this when (a) the Device Plan has been signed by both you and us and you have also signed the Airtime Plan; or (b) (if later) such time as the Equipment is supplied to you by us.
- 5.4. If you fail to collect or accept delivery of the Equipment then we will not advance the credit to you and will refund any payments that you have already made to us. We will treat this Device Plan as if it had never been entered into and any Airtime Plan will also be cancelled.

#### 6. Your right of withdrawal

- 6.1. You have the right, under section 66A of the Act, to withdraw from the Device Plan without giving any reason by notifying us before the end of fourteen (14) days beginning with the day after: (a) the day on which this Device Plan is made; (b) the day on which you receive a copy of your Device Plan which has been signed by you and us; or (c) the day on which you receive your Equipment (whichever is later) ("**Withdrawal Period**"). If you withdraw from your Device Plan during the Withdrawal Period, we will treat the Device Plan as if it had never been entered into and we will also terminate your Airtime Plan.
- 6.2. If you withdraw from this Device Plan during the Withdrawal Period and you wish to keep your Equipment, you will have to repay the amount of credit (as shown in **3. Amount of credit/Financial details** above) provided to finance the purchase of the Equipment. You must repay the credit without delay and no later than 30 calendar days after the date on which you told us you wanted to withdraw. No interest will be payable on the amount of credit advanced. Please note, if you do not want to keep the Equipment and want to return it to us within the Withdrawal Period, you must (a) exercise your right to cancel your order under the Equipment terms in your Airtime Plan, (b) take reasonable care of the Equipment and (c) return it in accordance with our Returns Policy (available at [www.vodafone.co.uk/returns](http://www.vodafone.co.uk/returns)). If we reject your return of the Equipment (in accordance with the terms of our Returns Policy) you will have to repay to Vodafone the amount of credit provided to finance the purchase of your Equipment.



- 6.3. You must tell us if you want to withdraw by calling 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply). We will be able to assist you by taking details of your debit card so that you repay the total amount of credit to us.

## **7. Payment and early repayment**

- 7.1. You agree to pay us the total amount of credit by the repayments stated in this Device Plan. It is essential that you pay your repayments by their due dates in full and on time – see below: 8. *Missing payments*.
- 7.2. All Device Plan repayments must be paid by either Direct Debit from a UK bank or building society account or by debit card, which we will use to take your repayments on or around the date we agreed. These monthly payments will be separate to your monthly Airtime Plan payments. However, both your Device Plan and Airtime Plan monthly payments will appear on your Vodafone account and as Vodafone on your bank or building society account statement. If you choose to pay by Direct Debit, you must complete a Direct Debit instruction authorising your bank or building society to accept debits for varying amounts, to enable these repayments to be paid.
- 7.3. You can set up monthly loan repayment by debit card by contacting us by calling 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply). Where we collect repayments by scheduled debit card payments from your nominated bank account, this is called a continuous payment authority (“CPA”). We will use the debit card details that you have supplied to us for this purpose. The required amount will be requested in full from your bank account on the agreed date using the card details provided. You can change this date if we agree.
- 7.4. If we are unable to collect a repayment by CPA, we will not reattempt to collect the payment, your Device Plan will fall into arrears and you will be passed to our collections team. We will never attempt to claim a part payment using CPA. Alternatively, contact your card issuer and cancel directly. Please inform us if you have cancelled directly as you will still be responsible for paying any money that you owe.
- 7.5. If you fall behind with your payments, any payment you make will first be used to pay off your arrears.
- 7.6. We will not charge you any late payment fee or any interest on any repayment made late under this Device Plan.
- 7.7. You have a right to repay this Device Plan early in full or in part at any time and without charge under section 94 of the Act. Any early repayment of this nature must be made before the end of the period of 28 days beginning on the day following receipt of notice by us or on or before any later date specified in the notice. For more information on how to repay early see [www.vodafone.co.uk/support](http://www.vodafone.co.uk/support).
- 7.8. You can provide notice and make an early repayment by calling 191 from your Vodafone mobile or 0333 3040 191 from any UK landline or mobile (standard call charges apply) or online via your My Vodafone account. Please note, if you want to make a full repayment of your Device Plan you must call us to make the repayment.
- 7.9. If you opt to make a partial repayment, we will apply the early repayment evenly across your future monthly payments. This means that the duration of this Device Plan will remain the same, but your monthly repayments will be reduced to smaller monthly payments. When you opt to make a partial repayment we will send you your payment schedule with the updated repayment amounts by email.

## **8. Missing payments**

- 8.1. If you do not make your repayments in full by the due dates, then you could face serious consequences. We may send you a default notice, requiring you to pay any amounts outstanding by a certain date and if you fail to do so, we may terminate the Device Plan and demand payment of the full outstanding balance under this Device Plan.
- 8.2. It may also result in legal proceedings being issued against you to recover what you owe under this Device Plan. This could result in county court judgment being made against you if you do not make your repayments in full by the due dates. We may also use a debt collection agency to recover payment from you.



- 8.3. We may also report your default to credit reference agencies. Your default would be recorded on your credit reference file and could be viewed by other lenders and agency users who search your credit reference file. This may make it difficult for you and other members of your household to obtain credit in the future.
- 8.4. We may also take action against you under the terms of your Airtime Plan such as suspending some or all of the services provided under the Airtime Plan or ending the Airtime Plan (i.e. barring or disconnecting your airtime services).

## **9. Replacement Equipment**

- 9.1. If we allow you to change your Equipment under our Returns Policy (available at [www.vodafone.co.uk/returns](http://www.vodafone.co.uk/returns)) or your Equipment is replaced because it is faulty, and the repayments and total amount of credit under this Device Plan does not change, we will provide you with notice that this Device Plan will apply to your new Equipment and will be deemed to be amended accordingly.

## **10. Disabling your Equipment**

- 10.1. In certain circumstances, such as where we receive your instructions to do so or we reasonably suspect fraud, we may disable or lock the Equipment. Please see the Equipment terms in your Airtime Plan for further details.

## **11. Statement of account**

- 11.1. You have a right to receive, on request, and free of charge, at any time throughout the duration of this Device Plan, pursuant to section 77B of the Act, a statement of account in the form of a table, showing (a) the details of each repayment owing under the Device Plan; (b) the date on which each repayment is due, the amount and any conditions relating to the payment of the repayment; (c) a breakdown of each repayment showing how much comprises capital repayment, interest, and any other charges (if applicable).

## **12. Ending this Device Plan (consequence of default and missing payments)**

- 12.1. In addition to the consequences if you miss payments under this Device Plan (see **8. Missing payments**, above) we shall be entitled, after we have given you any notice required by the Act, to terminate the Device Plan and demand immediate payment of all amounts you owe under this Device Plan, less any rebate you are entitled to under the Act, if:
  - (i) you fail to make any repayment on its due date and then do not bring your payments up to date within 14 days of our written request;
  - (ii) you don't do something that you have to under this Device Plan;
  - (iii) you do not remedy a breach under (i)-(iii) above within the period specified in a default or similar notice from us (in the case of a breach which can be remedied);
  - (iv) any information about you which you have provided proves incomplete or inaccurate in a material respect;
  - (v) you die;
  - (vi) you become bankrupt or make an arrangement with creditors.
- 12.2. You agree to pay us any charges or costs shown on the front of this Device Plan which may become payable by you, including our reasonable legal costs for enforcing this Device Plan.

## **13. Termination of Airtime Plan and early repayment or termination of Device Plan**

- 13.1. If your Airtime Plan comes to an end (including if you or we terminate it), your Device Plan will be unaffected and you will be required to continue to make the repayments due under this Device Plan. Alternatively, you may choose to repay any outstanding repayments under this Device Plan.
- 13.2. If you repay your Device Plan early in full or the amount you owe is otherwise discharged before the end of the term set out in the Device Plan, you will be able to end your Airtime Plan at any time by informing us that you want to end the Airtime Plan. If you are within the minimum period of your Airtime Plan, you will not incur an early termination fee. You



will however, need to ensure that you pay for any services you have used under the Airtime Plan up until the date it comes to an end.

- 13.3. Your Airtime Plan will continue until the end of the minimum period set out in the Airtime Plan in the event that:
- i) you repay your Device Plan in full at the end of the term; or
  - ii) Vodafone terminates your Airtime Plan or Device Plan. You will be required to continue to pay for services you receive and/or charges you incur under the Airtime Plan up until the end of the minimum period or until you or we terminate. Please refer to your Airtime Plan agreement for more information.

#### 14. Notices

- 14.1. We'll send you notices about your Device Plan (including statements and notices of sums in arrears) by post or email (unless we are required to send you a notice by post). We'll send these to the most recent address we hold for you. We'll send you other communications about your Device Plan by post, voicemail, text or email.
- 14.2. You must notify us in writing as soon as possible and in any event within seven days of changing your name, address, telephone number or email address from the address provided by you in the Device Plan. We will not be responsible if you do not receive a communication because you have not provided us with your up to date details and you will still be responsible for making any repayment due.
- 14.3. Unless this this Device Plan says otherwise, if you wish to send notice or any other communication to us then you must give us notice by calling 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply).
- 14.4. Any notice we send to you by post will be treated as having been received by you on the third working day (being Monday to Friday inclusive, excluding public holidays) following posting. All notices sent by email will be deemed received on the next working day.

#### 15. Your rights

- 15.1. The credit provided under this Device Plan finances the supply of specific Equipment as described in the table above. If the Equipment or services are not supplied, or are supplied only in part, or do not conform with the Equipment terms of the Airtime Plan, you have the right to seek redress from us.

#### 16. Supervisory authority

- 16.1. The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority for consumer credit activities which are regulated under the Act.
- 16.2. Vodafone Limited (company registration number 1471587) is authorised and regulated by the Financial Conduct Authority under firm reference number 712210.

#### 17. What we do with your information

- 17.1. **What do we do with your data?** Our Privacy Policy sets out how we and our group companies may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our website at [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy) and you should check back every now and then for the latest version. For any queries, you can contact us at [data.protection@vodafone.co.uk](mailto:data.protection@vodafone.co.uk).
- 17.2. **Fraud prevention agencies.** The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy).

#### 18. How to get in touch if you have a complaint or dispute

- 18.1. If you need to speak to us or have a complaint about your Device Plan, please contact us on:



**Phone:** 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply);

**Post:** Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or

**Website:** [www.vodafone.co.uk/complaints](http://www.vodafone.co.uk/complaints)

18.2. If we can't fix your issue, you may:

- (i) ask that the matter is referred to an independent ombudsman under our Customer Complaints Code available on our website or by contacting us or visiting [www.vodafone.co.uk/complaints](http://www.vodafone.co.uk/complaints); or
- (ii) have a right to complain to the Financial Ombudsman Service if we are unable to resolve any complaint to your satisfaction. You can contact the Financial Ombudsman Service by post at Exchange Tower, London E14 9SR, by telephone on 0800 023 4567 or by email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

18.3. If it is privacy related, please see [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy) or you can contact us at [data.protection@vodafone.co.uk](mailto:data.protection@vodafone.co.uk).

## 19. Business customers

19.1. If you are a body corporate, a partnership or unincorporated association consisting of entirely corporate bodies or a partnership of four or more partners, this Device Plan is not regulated by the Act and any statement in the Device Plan about the Act, its consequences or any rights and protections which arise under the Act, do not apply to you. Any right set out in this Device Plan which is stated to arise under the Act, will apply to you on a contractual basis only.

## 20. General

20.1. We may transfer any of our rights and duties under this Device Plan to anyone at any time provided doing so does not adversely impact your rights under this Device Plan. We shall not be obliged to give you notice of the transfer. If we do transfer any of our rights, this will not alter your obligations or affect your rights in relation to this Device Plan including your rights (if any) under the Act.

20.2. Your Device Plan is personal to you and you will not be permitted to transfer this Device Plan to anyone else.

20.3. Other taxes or costs may exist that are not paid via us or imposed by us under this Device Plan.

20.4. If you breach the Device Plan and we choose not to enforce our rights at the relevant time, our rights under this Device Plan will not be affected if we decide to take action in relation to a continuing or further breach at a future point in time. For instance, if we allow you more time to make a payment; this will not affect our legal rights if you then fail to make that payment within the time period agreed for your Device Plan.

20.5. The laws of England and Wales will govern the terms of this Device Plan. Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This Device Plan, all information in relation to this Device Plan, and all of our communications with you during the duration of this Device Plan will be in English.

**It is important that you have read and understood this Device Plan together with the Key Information, Pre-Contract Credit Information, and Airtime Plan before you sign this Device Plan.**

If you have any questions about this Device Plan, or about the Key Information or Pre-Contract Credit Information, or if there is anything in your Device Plan that you do not understand, then you should contact us. Alternatively, if you want more information about your rights under this Device Plan, you should seek independent advice.