



## Key Information about your Fixed Sum Loan Agreement under the Consumer Credit 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.

### YOUR LOAN AGREEMENT EXPLAINED

Your proposed loan agreement (your “**Device Plan**” also known as your “Phone, Watch or Tablet Plan”) is regulated by the Consumer Credit Act 1974 (the “**Act**”).

The Act gives you certain rights and protections. One of the things that Vodafone Limited (“**Vodafone**”, “**we**”, “**us**” or “**our**”) must do under the Act is to give you an adequate explanation of your proposed Device Plan, before the Device Plan is made, so that you can decide whether it is suitable for you to go ahead.

### PRE-CONTRACT INFORMATION

In addition to the information contained in this Key Information document, you will also be provided with the Pre-Contract Credit Information. This Key Information and the Pre-Contract Credit Information contain detailed information about the Device Plan, including information on how you can withdraw from the Device Plan once it is made.

If the Key Information and Pre-Contract Credit Information are handed to you in person, then you can take it away and study it in your own time.

*It is important that you read through the Key Information, the Pre-Contract Credit Information and Device Plan carefully before you sign the Device Plan.*

### ABOUT YOUR PROPOSED DEVICE PLAN

#### Purpose

The Device Plan is intended to finance the purchase by you of mobile communications equipment (the “**Equipment**”). We are giving you credit by allowing you to pay for the Equipment in instalments thereby spreading the cost over the duration of the Device Plan. You cannot use the credit provided under the Device Plan for any other purpose.

#### Your Airtime Plan

In order to obtain the credit, you must enter into a pay monthly airtime agreement under which we provide you with mobile telecommunications services (“**Airtime Plan**”). The Airtime Plan (which includes the Equipment terms) covers the terms and conditions relating to the services that we provide to you and other related services in connection with the Equipment.

#### Repayments

You are considering taking a loan for £X in order to finance the purchase of the Equipment. You will repay the loan by making the following repayments:

[£<X> for <X> months and a final payment of £<X> at month <X>

Or

£<X> for <X> months]

You will repay the amount of credit advanced to you by making regular repayments to us. The repayment amounts are calculated to make sure that by the end of the term of the Device Plan,



the outstanding balance under the Device Plan is reduced to zero (provided that you keep up your repayments). You have a right to repay this Device Plan early in full or in part at any time.

Details of the amounts payable by you under the Device Plan, including the amounts and due dates for your repayments; the interest rate payable (if applicable); the term of the Device Plan; and the total amount payable by you can be found in Section 2 (**Key features of the credit product**) and Section 3 (**Costs of the credit**) of the Pre-Contract Credit Information provided to you, as well as in the Device Plan. You should study this information carefully to make sure that you can afford the repayments and that the Device Plan is suitable for you.

If you enter into the Device Plan, you agree to make your monthly payments (on the agreed date) via either Direct Debit or by debit card.

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. 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. You can cancel your CPA and pay by Direct Debit instead at any time by logging into your account on [vodafone.co.uk](http://vodafone.co.uk) or contacting us. 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.

We will not charge you any late payment fee or any interest on any repayment made late under this Device Plan. This will be separate to your monthly Airtime Plan monthly payments. However, both the Device Plan and Airtime Plan monthly payments will appear on your Vodafone account.

### **What happens if you don't make your repayments?**

If you do not make your repayments in the correct amounts and on the due dates under the Device Plan and do not bring your account up to date after we have notified you of the missed repayments, then you could face serious consequences.

If you do not make your repayments by the due dates, we may send you a default notice requiring you to pay your arrears by a certain date. If you do not pay by the date specified in the default notice, then we can:

- i. terminate the Device Plan; and
- ii. demand immediate payment of the outstanding balance of the total amount payable under the Device Plan.

We will not, however, charge you any late repayment fees or interest on any late or missed payments. We may also report your default to credit reference agencies. Your default may 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. 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).

If you do not pay after we have terminated the Device Plan or agree a repayment plan with us to pay off the balance outstanding, it could result in legal proceedings being issued against you to recover what you owe under the Device Plan. This could result in a county court judgment being registered against you. We may also use a debt collection agency to recover what you owe.



Full details about the way in which we use your personal information and the credit reference agencies with which we share information about you are set out in your proposed Device Plan.

### **What happens to your Airtime Plan if the amount you owe under the Device Plan is repaid in full?**

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.

Your Airtime Plan will continue until the end of the minimum period set out in the Airtime Plan in the event that:

- you repay your Device Plan in full at the end of the term; or
- Vodafone terminates your Airtime Plan or Device Plan.

You will be required to continue to pay for any services you have used or charges you have incurred under the Airtime Plan up until the end of the minimum period or until you or we terminate the Airtime Plan. Please refer to your Airtime Plan agreement if you wish to terminate before the end of the minimum period.

### **What happens to your Device Plan if your Airtime Plan comes to an end?**

If your Airtime Plan with Vodafone comes to an end (including if you or we terminate it), your Device Plan will **not** come to an end and, in accordance with the terms of the Device Plan, you will be required to continue to make the payments due under the Device Plan after the Airtime Plan has ended. You may also choose to repay any outstanding repayments under the Device Plan.

### **Your right to withdraw**

If you change your mind once you have made the Device Plan, you have a right under the Act to withdraw from it. Full details of how you can do this are set out in the Pre-Contract Credit Information and in your proposed Device Plan. You do not have to give us a reason for wanting to withdraw from the Device Plan.

If you want to withdraw from the Device Plan, you must notify us before the end of fourteen (14) days beginning with the day after: (a) the day on which the Device Plan is signed by both you and us; (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**"). You must tell us if you want to withdraw by calling 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply) (from UK landlines or other mobiles). If you withdraw from your Device Plan we will treat the Device Plan as if it had never been entered into.

If you withdraw from the Device Plan, you will have to repay the amount of credit (as shown in Section 2 (**Key features of the credit product**) and also in the Device Plan) 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. If you do not want to keep the Equipment and want to return it to us, you can do so provided that you are within the cancellation period under the Equipment terms in your Airtime Plan. You will also need to exercise your right to cancel your order under the Equipment terms in your Airtime Plan, take reasonable care of the Equipment and return it in accordance with our Returns Policy (available at [www.vodafone.co.uk/returns](http://www.vodafone.co.uk/returns)).

To make repayment, please call us for free on 191 from your Vodafone mobile or 0333 3040 191 from any UK landline or mobile (standard call charges apply) and we will be able to assist you by



taking details of your debit card or supplying you with our bank account details so that you can transfer funds to us.

### **ANY QUESTIONS?**

You should consider this document together with the Pre-Contract Credit Information, the Device Plan and the Airtime Plan carefully and make sure that you understand them. Please note, the offer made in the Pre-Contract Credit Information and the Device Plan is valid from the date you receive this document until the earlier of: (a) 6pm on the date that any promotion relating to the cost of the Equipment ends; and (b) 72 hours from the date you receive this document. After this our pricing may change and you may be provided with a new Pre-Contract Credit Information before concluding the Device Plan.

If you have any questions about this explanation document or the Pre-Contract Credit Information, or if there is anything in the Device Plan that you do not understand, then you should contact us, by:

**Phone:** Dial 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply);

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

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

If you want more information about your rights under the Device Plan, you should seek independent advice.