

Pay as you go Plus Terms and Conditions

Consumers

Version: January 2024

These terms and conditions form part of the agreement between **you** (the person purchasing services and products from us) and **us** (Vodafone Limited).

You agree to the terms of this agreement by purchasing the services.

Our contact details

This is how you can get in touch with us:

General enquiries:

**Phone**

191 (free from a Vodafone SIM)
08080 057 444 (free from any UK mobile or landline))

**Post**

Vodafone House, The
Connection, Newbury, Berkshire
RG14 2FN

**Chat**

www.vodafone.co.uk/contact-us

**Website**

www.vodafone.co.uk

Service and equipment issues:

**Phone**

191 (free from a Vodafone SIM)
03333 040 191 from any UK landline or mobile

**Post**

Vodafone House, The
Connection, Newbury, Berkshire
RG14 2FN

If we need to get in touch with you or send notices, we'll send these by post, voicemail, text or email.

Need this document in a different format?

For a large print, braille, dyslexia- friendly, or audio CD version of this document:



Phone 03333 043 222



Email disability.access@help.vodafone.co.uk

Vodafone Limited, registered in England & Wales under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN



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A. Our services and agreement





1. Our services

This agreement covers your personal use of **our Pay as you go Plus service and SIM card** if you are:

-  a consumer and
-  a UK resident with a UK billing address.

This agreement does not cover any equipment (for example, the purchase of your phone).

Pay as you go Plus is a new way to pay as you go:

-  no minimum term contract (renews every 30 days using a registered payment card)
-  no credit check
-  no hidden fees – only pay for what you want
-  flexibility (change/pause your plan any time, with changes effective at the end of relevant 30-day period)



Download the My Vodafone app to manage your payments and account, including adding more data or Extras, and there's 24/7 online support with TOBi and our webchat tool. **You must have a smartphone to use and manage your Pay as you go Plus plan.**

2. Our agreement

Our agreement together is made up of the following documents, available at vodafone.co.uk/terms

- a. These terms and conditions** (this document)
Sets out terms that cover (i) the SIM or eSIM profile (the SIM); and (ii) services (minutes, texts, data) used in your Pay as you go Plus plan. In the event of conflict, they take precedence over documents listed below.
- b. Any Extras terms**
Sets out any out of plan Extras associated with buying Pay as you go Plus services from us
- c. Returns policy**
Explains our policy and process in relation to returns and cancellations
- d. Acceptable use policy for consumers**
Explains what you can or cannot do with our services and equipment
- e. Privacy policy and cookie policy**
Sets out how we and our group companies may collect, use, and share your personal information
- f. Traffic management policy**
Sets out fair access for all our customers
- g. Pay as you go Plus promotion terms (if applicable)**
Sets out any relevant promotions for your service(s)



B. Getting up and running

The My Vodafone app is essential to Pay as you go Plus – that's why it's smartphone only.

3. Purchasing your plan

a. Purchasing at any Vodafone store

1. Choose and pay for your plan.
2. Activate your SIM by putting it in your phone and downloading the My Vodafone app. You must activate your SIM within the UK.
3. If you want your plan to Auto-Renew the following month, register your payment card details on the My Vodafone app and switch on Auto-Renew.
4. Manage your plan via the My Vodafone app.

b. Purchasing online

1. Visit vodafone.co.uk/payg then choose and pay for your plan, including entering personal details and registering your payment card.
2. Choose whether to Auto-Renew your plan the next month, then complete the order.
3. Your SIM will be sent to you in the post. Once received, activate the SIM by putting it into your phone. You must activate your SIM within the UK.
4. Download the My Vodafone app to manage your plan.



Your first plan will be active upon payment, and not when you receive your SIM. If using a credit card, any fees and charges linked to your credit card may still be payable. Check with your credit card provider as you'll be responsible for those fees.

Every 30 days, you can:

- a. change your plan;
- b. automatically renew the plan you chose the previous month (**'Auto-Renew'**); or
- c. opt out of your plan.

Any changes will take place at the end of the relevant 30-day period. If you're opted out of Auto-Renew, we'll notify you near to day 30, reminding you to switch this on for your plan to renew.



'Auto-Renew' means that payment will be taken from your registered card every 30 days (from the date you purchase the first plan), and the same plan will renew automatically every 30 days (unless you change it), so you won't need to do anything. If you don't register a payment card, you won't be able to Auto-Renew.

If you switch off Auto-Renew, you won't be able to use data, minutes, send texts or buy Extras until you re-purchase a new plan. You'll still be able to receive inbound calls, inbound texts and make emergency calls once your 30-day plan ends.

4. Your phone number

You can bring your existing phone number with you by porting it across, or we can provide you with a new number. You do not own your phone number. We own the SIM and software in it and are licensing these to you to use with the services. We have the right to change your SIM or tell you to return it at the end of this agreement.

When you use your device, your number may be shown on the equipment being contacted and will **always** be shown if you contact 999 or 112. The emergency services may also use the details you register with us to identify your location.



C. Using our services

5. What's included in my plan?

Within the price of your plan, you'll receive:

- your selected data
 - unlimited calls
 - unlimited texts
- This is known as your **allowance**

You can:

- ✓ use your allowance within the UK
- ✓ use your allowance within Zone A
- ✓ use your allowance from Zone A to the UK
- ✓ receive standard international calls when in the UK and Zone A
- ✓ receive standard international texts when in the UK, Zone A, and other roaming destinations

To use your allowance from the **UK to Zone A**, see the Extras section below. For a list of Zone A and other roaming destinations, please visit vodafone.co.uk/mobile/global-roaming.

Carrying out activities that are out of plan (for example roaming, or calling an international or premium rate number) will be chargeable. To do this, you can purchase one of our Extras.

6. When do I need an Extra?

You'll need to purchase the relevant Extra to cover any **out of plan** activities.

Examples:



1. If you want to use data in selected destinations outside the UK and Zone A, you'll need a Roaming Extra.
2. If you want to make a call or send a text from the UK to Zone A, you'll need an International Calls/Texts Extra.
3. If your plan has run out of data, you'll need a Data Extra.

You'll need to buy the Extra in the **My Vodafone App** using your registered card. We'll credit your account with the relevant Extra once we've processed your payment; the Extra will then cover the relevant out of plan activities.

To find out more about our Extras, visit the My Vodafone app or vodafone.co.uk/mobile/extras. For the Extra terms, see vodafone.co.uk/terms

7. Roaming



'Roaming' means using networks in countries other than the UK to make calls, send texts or use data.

Roaming outside of Zone A is **not included** in your plan, so you'll need to purchase the relevant Extra. We've divided the world into zones that carry different charges (which can change from time to time).

For Roaming Extra charges and information, visit the My Vodafone app. For more information on roaming, visit vodafone.co.uk/mobile/global-roaming.



8. Service quality and availability

We aim to provide you with the Pay as you go Plus services at all times and with **reasonable skill and care**. However, due to the nature of mobile technology, our services are not fault-free and are not available everywhere in the UK. Quality of upload and download speeds may vary. Check predicted coverage in your area at vodafone.co.uk/network/status-checker

There are several reasons why you may find problems with the services, including moving home or work, weather conditions, tree coverage, network damage, number of people using the network and so on.

What's the difference between upload and download?



'**Upload**' refers to data **sent from** a device such as a mobile phone, tablet, computer, or communications network. This includes all types of **outgoing** data, such as sending emails, posting on social media, or uploading a file or picture. It may also include data sent over the network while playing an online game.



'**Download**' refers to data **received** by a device such as a mobile phone, tablet, computer, or a communications network. This includes **receiving** emails, downloading files, viewing social media content, or browsing web pages. Online games also generate download traffic.

We'll use reasonable efforts to allow you to use overseas networks. Such networks may be limited in quality and coverage; access will depend on the arrangements between us and the foreign operators.

Your contract summary will state the speeds relevant to your plan. You can also find estimated coverage and speeds at vodafone.co.uk/coverage.

9. Acceptable use

You are responsible for anyone using your services. You (or anyone using your service) must not:

- use your service for any purpose that may be abusive, a nuisance, illegal, or fraudulent;
- do anything that may impair the network; or
- use automated means to make calls, send texts, or send data (including GSM Gateways).

The above list is not exhaustive. Always check if you need permission before downloading content. We also monitor use, such as excessive SMS/MMS use that we believe is in breach of our Acceptable Use Policy.

We reserve the right to suspend or throttle (slow down) services if the above usage is suspected. For information on using our services or actions we can take, see our Acceptable Use Policy at vodafone.co.uk/terms.

10. Personal use

The services are for your **personal, non-commercial use only**.

If we determine or reasonably suspect that your usage is inconsistent with our Acceptable Use Policy, we may transfer you to a more suitable plan or take other action in line with our Acceptable Use Policy.



Example: If you purchase an 'unlimited' plan and your usage exceeds 600GB a month twice or more in a 6-month period, this would be inconsistent with our Acceptable Use Policy.

11. Traffic management

During busy periods on our network, we may manage traffic so that everyone has access to our services. This includes us managing information, entertainment and communication on your device to protect our network from being too busy. See vodafone.co.uk/terms-and-conditions/consumer/network-and-coverage/traffic-management/



D. Payment and charges

12. Paying for your 30-day plan

If you've opted into Auto-Renew, payment will be taken from your registered payment card at the start of each 30-day period. We'll send payment confirmation each time we take payment. Prices are inclusive of VAT.

If you **don't have a registered payment card**, your plan won't Auto-Renew at the start of the next 30-day period.



If your **recurring payment fails** for any reason (including insufficient funds), we'll try to take payment again. If successful payment can't be taken within 2 days following initial payment failure, your plan will end and won't Auto-Renew at the start of the next 30-day period.

In either case, you won't be able to make calls (except emergency numbers), send texts or use data. You must register a payment card or ensure you have sufficient funds, and then purchase a plan. If you do not rectify the above within 180 days (in line with clause 20), you'll be disconnected from the network.

13. Paying for your Extras

Payment for Extras will be taken from your registered payment card upon purchase (these do not Auto-Renew). We'll send confirmation when we take payment. You will not be able to purchase an Extra without having an active plan, or without a registered payment card.

For information on the charges for Extras, visit the My Vodafone app or vodafone.co.uk/mobile/extras. For the Extras terms, see vodafone.co.uk/terms

14. Premium rate and non-geographic numbers

Purchase a Premium Rate Credit Extra to call or text certain premium rate or non-geographic numbers.



'**Premium rate numbers**' charge a higher price for selected services, for example to pay for parking charges or voting on a television show.



'**Non-geographic numbers**' are used by, for example, businesses, government agencies, information lines and payment services (they usually start with 084, 087, 09 or 118).

Charges for Premium Rate calls: These are split into two parts, which will both be deducted from your Extra:

- Vodafone access charge:** the amount we charge to connect the call, charged at 74p per minute (charged by the second with a one-minute minimum call charge); **plus**
- Service charge:** the cost set by the service or organisation you are calling, not by us.

Your calls will be rounded up to the nearest minute and the charge will be deducted from your Extra. See further Extras terms at vodafone.co.uk/terms. For information on charges, see vodafone.co.uk/ukcalling

Charges for Premium Rate texts: These are set by the merchant of the number you want to text.



Example: To send a text to vote on TV that costs £2 (set by the merchant), you must purchase a Premium Rate Credit Extra (for £5, for example), and £2 would be deducted from the £5.



15. How we calculate data usage



What is data usage?

'Data' usage is measured in **kilobyte** (KB), **megabyte** (MB) and **gigabyte** (GB):

1 megabyte (MB) = 1024 KB

1 gigabyte (GB) = 1024 MB

We calculate your data usage based on the amount of data that travels over our network (which may differ from the data your device consumes).

It doesn't matter if you are using 3G, 4G, 5G, GPRS, Edge or HSPA; we measure data in the same way over each of these networks.

Your data usage may include data 'packages' that are re-sent over the network, for example if your connection drops off or if a webpage is refreshed. Certain data services (such as zero-rated websites) will not be taken from your data allowance, while others can consume your data allowance.

If you exhaust your 30-day data allowance and need more data, you can either:

- wait for your plan to Auto-Renew (you can only do at the end of the relevant 30-day period), or
- purchase a Data Extra (if during the relevant 30-day period).

16. How we calculate calls

Calls from your allowance or Extra: All calls (making and receiving) will be rounded up to the **minute** as soon as the call connects and will be deducted from your allowance or Extra.

Disconnected calls: Where a call originating from your phone is disconnected, the network will initially assume that signal has been temporarily lost – for example, when passing under a bridge or through a tunnel. Therefore, the connection will be maintained and charged for the **first 10 seconds** after signal is lost.



If the signal is re-established, the call will continue as before and you will be charged for the **full duration** of the call, plus the 10 seconds of charge while the signal was lost.



If the signal is not re-established, you will only be charged for the duration of the call that took place before the disconnection, plus the 10 seconds of charge while the signal was lost (rounded up to the nearest minute), and this will be deducted from your allowance or Extra.



Example: If you've switched off the phone, run out of battery or moved permanently out of range, you'll be charged for the duration of the initial connection plus 10 seconds while signal was lost.

To minimise this risk, you must end each call correctly as set out in the phone user instructions.



E. Changes we can make

17. We may change our agreement, charges or services

We may change your agreement, our services or charges **at any time** in order to do one or more of the following:

- a. change the **way** in which we provide services to you (for example, allowing you to call a new category of number with your phone plan);
- b. change the **structure** of our services, charges or equipment (where applicable);
- c. change the **amount** payable for part of the services, including without limitation additional services (for example, we may change the amount payable for certain types of calls if our international partners increase their costs);
- d. remove and/or replace some or all of the **equipment** where applicable;
- e. place **limits** on the way you use our services (for example, if we suspect you have committed an illegal act while using our services);
- f. **stop** providing all or part of the service to you (for example, if we suspect you have breached our Acceptable Use Policy and/or where your actions or inactions might harm our network, among other things);
- g. increase the charges for an optional **additional service** that does not form part of the main service. Charges for additional services may change from time to time and may be outside of our control. We'll notify you of these changes unless the services are offered by a third party; or
- h. increase charges for **out of plan** services (for example, our Extras).

18. Other changes we can make ('Permitted Changes')

- a. We are permitted to make changes **without prior notice** to you if the changes are:



- i. **beneficial** (or those with no negative effect, in our reasonable opinion);
- ii. **administrative, technical, organisational or operational**; or
- iii. **legal or regulatory**.

- b. We are also entitled to make the following changes to this agreement, our services or charges. We may:



- i. make administrative or technical changes;
- ii. make changes that have no negative effect on your use of the service;
- iii. make changes that are to your benefit;
- iv. provide new features of the service to you;
- v. clarify the agreement so it is easier to understand;
- vi. make changes required by: applicable laws, regulations, codes of practice, a regulator or a court of competent jurisdiction
- vii. reflect a change in the way we organise and/or operate our business; or
- viii. reorganise where certain terms of the agreement are set out.

- c. We don't know what will happen in the future, so we may need to change our agreement, services, or charges for a reason other than those specified above.



19. Your right to leave if we make a change

If we make a change to the agreement, the services, or the charges which:

-  a. has a **negative impact** on your use of the service (in Vodafone's reasonable opinion); and
-  b. is **not a Permitted Change**, as set out above,
you will have a right to leave your agreement.

If that's the case, we'll usually give you at least **30 days' notice**, but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons.

To exercise your right to leave, simply switch off Auto-Renew in the My Vodafone app. If you take no action within 30 days of us notifying you about the changes, you'll be considered to have accepted those changes.

20. Our right to suspend services or end our agreement

- a. We may suspend our services (entirely or in part) or end our agreement if:
 - i. you do not use the service (repurchase a plan or make a chargeable outbound activity) for **180** consecutive days;
 - ii. you use any of our services in a way that may damage or affect the operation of our network;
 - iii. you tell us that your mobile device containing your Pay as you go Plus SIM has been lost or stolen;
 - iv. we consider it necessary to safeguard the security and integrity of our network or to reduce the incidence of fraud (see Acceptable Use Policy);
 - v. we have reason to believe you have purchased (or tried to purchase) a plan or Extra using a stolen debit or credit card, or if the debit or credit card transaction is at some time charged back to us;
 - vi. we are permanently unable to provide our services to you; or
 - vii. we are asked to do so by regulators/required by law.
- b. Per clause 20.a.i above, if you have not used our services for **90** consecutive days, we'll send you a text to remind you of our disconnection policy and notify you to 'use the services' (purchase a plan, make a chargeable outbound call, send a chargeable text, or use mobile data). We'll send another reminder **45** days before the proposed disconnection. If you've still not used the services for a total of **180** consecutive days, we'll disconnect your services, and you will lose any credit or allowances held on your account.
- c. In certain circumstances, we'll try to tell you when we suspend, restrict or end your use, but we are not obliged to, for example if we suspect fraudulent behaviour. For more information on using our services, check our Acceptable Use Policy at vodafone.co.uk/terms



F. Pausing your plan or ending this agreement

21. If you want to pause your plan

You can pause your plan at any time (but the pause will take effect at the end of the current 30-day period).



If you do not re-purchase a plan within 180 days, we'll suspend the services as you've chosen not to use them. 'Using the service' means purchasing a plan or making a chargeable outbound activity (calls to 191 are not a chargeable activity). The 180 days starts from the date your plan ends (i.e., after the 30-day period) and not from the date paused, if different.

22. If you want to leave us

a) Within 14 days of receipt ('cooling off period')

You have 14 days from **receiving** (not activating) your Pay as you go Plus SIM to cancel your order. Contact us via WebChat at vodafone.co.uk/contact-us/ to cancel. If you've purchased both a SIM and handset together from us, the 14 days will start from whichever is received last. You can also request a refund for Extras within 14 days of purchasing.

If you've activated your plan or Extra already and used the services, you'll be charged for those services up to the point that you cancel your plan (within the cooling off period). You'll get a refund on a pro rata basis for any days you have not used the service or, in some cases, any unused data, texts or minutes. Visit our Returns Policy at vodafone.co.uk/terms for more information.

b) After 14 days of receipt

At any time, you can switch off the Auto-Renew option in the My Vodafone app so that a recurring payment is not taken. Your plan will expire at the end of the current 30-day period (but your SIM will still be active for 180 days). You may lose the value of any remaining credit or allowances if you end the agreement by switching off Auto-Renew. You can also request that we port your number to a new provider at any time (see clause 23 for more information).

23. If you want to move to a new provider

- a. You'll need to request a Porting Authorisation Code ("**PAC**") or Service Termination Authorisation Code ("**STAC**") from us if you'd like to permanently move ('port') your number to another provider (or switch to another provider without a port).
- b. You can request a code by:
 1. using the My Vodafone App and following the mobile switching journey;
 2. calling 191 from your Vodafone SIM;
 3. using our website (vodafone.co.uk) and following the joining and leaving section; or
 4. texting the word "PAC" and your PIN to 65075.
- c. The code is valid for 30 days from issue. If you don't use the code by then, our agreement will continue.
- d. Your service will switch to the new provider within one working day of you providing your code to them.
- e. By leaving us, you'll lose any existing mobile data allowance, access to unlimited calls and texts, any partially used Extras you've bought, and any benefits or discounts.
- f. Our agreement will end at the same time your number is ported or service is switched.
- g. When ending the agreement by requesting a PAC/STAC, you are entitled to a refund of remaining credit.



24. Transferring this agreement to someone else

If **you** would like to transfer this agreement to someone else, you will need our permission.

If **we** would like to transfer this agreement to someone else, we may do this at any time provided doing so does not adversely impact your rights under this agreement.



G. Refunds, issues and complaints

25. Refunds after our agreement has ended

Up to 60 days after you end our agreement, you may request a refund of any wholly unused, unexpired plans or Extras by contacting us via WebChat or calling 191 free from your Vodafone SIM. We will not provide refunds for any partially used or expired plans or Extras. Other important points:

- a. Your right to a refund may be subject to you passing appropriate checks to combat financial crime.
- b. We'll charge an administration fee of 5% (up to a maximum of £5) of the value of your unused credit or wholly unused, unexpired plans or Extras when processing your refund.
- c. This does not affect your statutory right to change your mind about your purchase within the 14-day cooling off period. For more information on this, check the Returns Policy at vodafone.co.uk/terms.

If you end this agreement by requesting a PAC or STAC code, you are entitled to a refund of any remaining credit up to 60 days after your agreement ends with us. If you end the agreement in another way, you may lose the value of any remaining credits or allowances.

26. Losing your mobile device

If your mobile device containing your Pay as you go Plus SIM 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 device.

Contact us at vodafone.co.uk/contact-us/ as soon as possible or call 08080 057 444 (option 1) so we can suspend our services and stop someone else using your service. This does not affect your entitlement to a refund when your agreement with us ends, as set out in the refunds section above.

27. Problems with our services

If we need to interrupt our services for maintenance or because of a technical fault on our network, you may be entitled to a partial refund based on the number of days you are without our services. If you are experiencing a materially degraded service for an unreasonable period of time, you can cancel the service at any time by opting out of Auto-Renew on the My Vodafone app (this change will take place at the end of the 30-day plan).

We will not be responsible for any loss of service due to something outside our reasonable control. To receive a partial refund, you must report to us a severe disruption, which we will assess against your typical usage history.

28. Complaints

If you're having issues with your existing service and need our help, you can:

- a. contact us using the details on the front page of this agreement;
- b. visit vodafone.co.uk/contact-us/
- c. send your complaint to: Pay as you go Plus at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (or, if it is privacy related, see vodafone.co.uk/privacy/); or
- d. email us on: customerdataquery@care.vodafone.co.uk.

If we can't fix your issue, you may ask that the matter is referred to an independent ombudsman under our Customer Complaints Code at vodafone.co.uk/help-and-information/complaints/code-of-practice.



H. Privacy, liability and other general provisions

29. What we do with your information

Our Privacy Policy and Cookies Policy set out how we and our group companies may collect, use and share your personal information. See vodafone.co.uk/privacy for more information.

For any queries, you can contact us at: customerdataquery@care.vodafone.co.uk.

30. Fraud prevention

As set out in our Privacy Policy, we may share your personal information with fraud prevention agencies, who may use it to prevent fraud and money-laundering, and to verify your identity.

If we detect fraud, we can refuse you certain services without notice. For further details explaining how the information held by fraud prevention agencies may be used, visit vodafone.co.uk/privacy.

31. Our legal responsibility to you

a. Things for which we are responsible

You have rights under the law. Nothing in this agreement excludes or limits our liability for anything we can't exclude or limit by law, or affects your rights under applicable laws or regulations.

b. Things for which we are not responsible

We'll not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we started the agreement with you (for example, loss of income, business, profit, savings, time, and missed opportunities claims).

We'll also not be legally liable for events that out of our reasonable control ('force majeure'); for example, if there is a delay in receiving your SIM due to postal delays or strikes.

This agreement doesn't confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

32. Law and jurisdiction

The laws of England and Wales govern this agreement, the service you buy from us, and any dispute with us relating to them. We each submit to the exclusive jurisdiction of the courts of England and Wales.