



## Trade-In Guarantee Terms and Conditions

- These terms and conditions (“Terms”) apply to our (“Vodafone Limited”) Trade-In Guarantee offer (the “Offer”). Any capitalised terms we use has the meaning set out in these Terms.
- Provided you comply with these Terms, the Offer lets you trade in an eligible device (“Trade-in Device”) for one of the below “Trade-in Options”\* when you purchase a new Vodafone Pay Monthly Airtime Plan (with or without a new device):

**\*Please note that not every Trade-in Option may be available at the point that you trade-in. Please ensure you check online or in store for the options available.**

Monthly saving on your new Pay Monthly Airtime Plan (“Monthly Saving”)	OR	Lump sum Vodafone trade-in credit - available on your Vodafone account (“Trade-in Credit”)	OR	BACS payment to your bank account (“Bank Transfer”)
(each a “Trade-in Option”, together the “Trade-in Options”).				

- If you wish to take advantage of the Offer without taking a new device from us, please call us or visit your local store as this can’t be done online.**
- Your Trade-In Device will need to meet minimum standards (see: “What is meant by Minimum Standard?”). The trade-in process is operated by Ingram Micro Inc. (“Ingram”) on our behalf.
- When taking the Offer you will be contracting with us. You will not be entitled to benefit from the Offer until:
  - we** confirm that your Trade-In Device meets the requirements and is accepted, for trade-ins completed in-store; or
  - Ingram** confirms on our behalf that your Trade-In Device has been received, meets the requirements and is accepted, for trade-ins completed remotely.

### 6. How does the Offer work?

- The Offer is available to UK-based consumers and small business customers that have fewer than ten (10) connections or employees who are residents of the UK with a UK billing address (“Small Business Customers”), who trade in an eligible device after using our Trade-in Tool. Please use our Trade-in Tool to check if your device is eligible for our Offer. Please note that the devices which are eligible for the Offer can change from time to time.
- Note: if you are currently a Vodafone pay monthly customer and you are in the minimum commitment period of your contract with us, and decide to use your current phone as your Trade-in Device, you may need to pay an early upgrade fee (or other fees) when trading in your Trade-In Device. Please check your My Vodafone Account, contact us or see your current contract for details.
- To trade in you must either:
  - complete Vodafone’s Trade-In Tool, in the My Vodafone app while purchasing your new Pay Monthly Airtime Plan (and device, if applicable) or up to seven (7) days prior to purchasing your new Pay Monthly Airtime Plan (and device, if applicable); or
  - visit one of our retail stores and have a Vodafone retail agent assess (and confirm acceptance of) your Trade-In Device using the Trade-in Tool, while purchasing your new Pay Monthly Airtime Plan (and device, if applicable) in order to receive your chosen Trade-in Option.
- The Trade-In Tool will confirm the condition of your Trade-In Device. The Trade-in Tool will then tell you how much your Trade-in Device is worth (we call this a “Quote”). Subject to these Terms:
  - we will then guarantee this value for 7 days from the date of the Quote. This means your Quote will stay the same provided you purchase your Pay Monthly Airtime Plan (and device, if applicable) within 7 days from the date of the Quote; and
  - we will give you this value via your chosen Trade-in Option.

e. To receive the Offer, you must:

If you are a Consumer Customer	If you are a Small Business Customer
<ol style="list-style-type: none"> <li>purchase from a selection of 12 or 24 month Pay Monthly Airtime Plans online, in-store or by calling us, at the time of trade in; and</li> <li>comply with these Terms.</li> </ol>	<ol style="list-style-type: none"> <li>purchase from a selection of 12, 24 or 36 month Pay Monthly Airtime Plans online, in-store or by calling us, at the time of trade in; and</li> <li>comply with these Terms.</li> </ol>

- From time to time, we may temporarily offer an enhanced value to customers who trade-in a specific device and/or purchase a specific new device (“Enhanced Offer”). The conditions of any such Enhanced Offer shall be set out at [vodafone.co.uk/mobile/vodafone-trade-in](http://vodafone.co.uk/mobile/vodafone-trade-in).
- You are only permitted to choose one of the Trade-in Options when placing your order. Once you’ve chosen a Trade-in Option, you won’t be able to change your mind. For more details on what happens if you change your mind about your new Pay Monthly Airtime Plan, please see clause 18 (b)
- If your device is unable to complete the Trade-In Tool (for example because your device cannot run the My Vodafone app), you will not be able to take the Offer. You may be able to trade-in your device via our standard trade-in offering, see [here](#).

### 7. Trade-in Option 1: Monthly Saving

- By trading in your Trade-In Device you are selling your Trade-In Device to us in exchange for a Monthly Saving to apply towards your new Pay Monthly Airtime Plan.
- The total amount of your Monthly Saving shall remain the same, however if you purchase from us:
  - over the phone or via our retail stores, you may choose to redeem your Monthly Saving over any period of months between 3 months and 36 months from the commencement of your new Pay Monthly Airtime Plan.
  - online, your Monthly Saving will be redeemed in equal monthly instalments across the duration of your new Pay Monthly Airtime Plan.



## 8. Trade-in Option 2: Trade-in Credit

- a. By trading in your Trade-In Device, you are selling your Trade-In Device to us and we are giving you a Trade-in Credit from Vodafone for you to use on Vodafone products and services.
- b. You may use the Trade-in Credit on any Vodafone product or service which can be charged to your bill, including without limitation any early upgrade fees that may be payable. For the avoidance of doubt, and without limitation, you may not use your Trade-in Credit for:
  - i. any device plan you may have with us; and
  - ii. the up-front fee that may be payable when purchasing any products or services.
- c. You may not transfer the Trade-in Credit to a third party.
- d. If you do not use the full amount of the Trade-in Credit before your next bill, we will use Trade-in Credit to pay off each bill until the Trade-in Credit is exhausted.
- e. If your Trade-In Device is received and accepted, we will pay the Trade-in Credit to your Vodafone account within five (5) working days.
- f. By choosing this Trade-in Option, you acknowledge and agree that:
  - i. the Trade-in Credit shall be held on your Vodafone account until you use it; and
  - ii. in the unlikely event of Vodafone becoming insolvent, you would be an unsecured creditor of Vodafone in respect of any Trade-in Credit on your Vodafone account.

## 9. Trade-in Option 3: Bank Transfer

- a. By trading in your Trade-In Device, you are selling your Trade-In Device to Vodafone in exchange for a Bank Transfer.
- b. Subject to your Trade-In Device being received and accepted, we will pay the Bank Transfer within five (5) working days. Please note:
  - i. it can take up to three (3) working days after we have made payment of the Bank Transfer for it to appear in your account; and
  - ii. in order to receive the Bank Transfer, you will need to pass checks we have in place to combat financial crime.

## 10. Terms Applicable to all Trade-in Options:

- a. The amount of Monthly Saving, Trade-in Credit or Bank Transfer, will be indicated to you at the time that you select your Trade-in Option and will vary depending on the type and condition of the Trade-In Device.
- b. You acknowledge and agree that in order to receive the highest Monthly Saving, Trade-in Credit or Bank Transfer we offer (as may be indicated in our advertising or other materials from time to time), your Trade-In Device must be in the best possible condition as determined by our Trade-In Tool.
- c. The Monthly Saving, Trade-in Credit or Bank Transfer is inclusive of VAT, if VAT applies. Normal VAT rules apply when you are selling your Trade-In Device if you are registered or liable to be registered for VAT. The Monthly Saving, Trade-in Credit or Bank Transfer presented on your Vodafone bill is outside the scope of VAT as payment for your Trade-In Device.
- d. Please note, if you fail to return your Trade-In Device within the time required or you have not complied with the requirements set out in these Terms, we will not process your selected Trade-in Option.
- e. We will be entitled to claim back any credit or amount paid to you via your selected Trade-in Option where:
  - i. a contract has been formed and we subsequently discover your Trade-In Device has been registered as lost or stolen;
  - ii. you fail to return your Trade-In Device within the time required (as set out in these Terms);
  - iii. you send in something other than the Trade-In Device, or a different model, make or specification than that which was submitted for assessment in the Trade-In Tool quoted on your order;
  - iv. your Trade-In Device has been damaged intentionally or maliciously; or
  - v. you have not complied with the requirements set out in these Terms.

Without limiting our rights, we may claim back such Bank Transfer by adding the relevant amounts to your next bill.

## 11. What is meant by Minimum Standard?

Your Trade-In Device must satisfy the following criteria:

- a. Your device must be deemed eligible by the Trade-in Tool;
- b. It switches on to the home screen: This means it should power up;
- c. Your Trade-in Device must not be blacklisted (further details in clause 15 below); and
- d. Your Trade-in Device must complete the Trade-in Tool diagnostic checks and answer all the questions honestly.

If your Trade-In Device does not satisfy the above criteria, we will deem your Trade-In Device to be ineligible for the Offer, in which case we will not offer you any amount for your Trade-In Device under this Offer.

You must answer all questions asked while running the Trade-in Tool diagnostic checks honestly, accurately and in good faith. If you do not, Vodafone reserves the right to reject your Trade-in Device. If rejected, your Trade-In Device will be sent back to you and your chosen Trade-in Option will not be paid.

If you are in any doubt as to whether your Trade-In Device satisfies all of the above criteria, you are advised to contact us first before sending in your Trade-In Device.

## 12. How to send us your Trade-In Device

- a. Once you have completed the Trade-In Tool, you can provide your Trade-In Device to us using one of the following options:
  - i. you can return it to one of our stores;
  - ii. you can print out a DPD label that we provide to you by email and organise collection of your Trade-In Device with DPD. Please note, we won't provide you with packaging materials for your Trade-In Device if you choose DPD; or
  - iii. we can send you a DPD return pack containing a delivery box for you to place the Trade-In Device into and take to your local DPD drop off point.
- b. Whichever option you choose, you need to return your Trade-In Device within 14 days of the date your new Pay Monthly Airtime Plan begins.
- c. If you opt to send your Trade-In Device to us by DPD, we've paid the postage/delivery cost so there's no charge – however:
  - i. we recommend requesting and keeping proof of collection from DPD for your records; and



- ii. we also recommend you use a different device to take a picture of the Trade-In Device you are returning (being sure to capture the IMEI number) to verify its condition at the point of sending to us.
- d. Once we receive your Trade-In Device, apart from where your Trade-In Device is rejected (see, "Trade-In Device rejected") Ingram will be in touch with you to confirm that they have accepted your Trade-In Device on our behalf.
- e. Please note, the device will be at your risk until a contract is formed between us for the Offer (please see the "Loss and Damage" section below for further information). No contract is formed between us for the Offer until we or Ingram (on our behalf) have received your Trade-In Device, confirmed it meets the requirements set out in these Terms and have accepted it.

### 13. Trade-In Device rejected

- a. If one of the following circumstances arises, your Trade-In Device will be sent back to you and your chosen Trade-in Option will be removed or will not be paid:
  - i. Your account(s) has not been removed from your Trade-In Device (as applicable) and/or there are security settings (such as Find My Mobile or Find My iPhone) remaining on your Trade-In Device which prevent security access to the phone for testing purposes and you do not respond to Vodafone's attempts to contact you to fix the problem or cooperate reasonably with Vodafone to resolve the problem;
  - ii. We, or Ingram acting on our behalf, determine that your Trade-In Device has been damaged intentionally or maliciously;
  - iii. You send in something other than the Trade-In Device, or a different model, make or specification than that which was submitted for assessment in the Trade-In Tool quoted on your order;
  - iv. You failed to answer one or more of the questions asked during the Trade-in diagnostic checks honestly, accurately or in good faith; or
  - v. You fail to return your Trade-In Device within the time required (as set out in these Terms).

### 14. Looking after SIM cards and data stored on the Trade-In Device

- a. It's your responsibility to remove the SIM card from the Trade-In Device, back up and remove any content or data from the Trade-In Device before sending it to us. SIM cards and your Trade-In Device can contain private information and may enable unauthorised use of mobile network services.
- b. If you fail to do so,
  - i. you agree we're not responsible for any claims, losses or damages relating to the use of the SIM card or any data or content arising before, or after we receive the Trade-In Device(s) you've sent us.
  - ii. We don't return any SIM cards we receive.
  - iii. We're not responsible for protecting any information on the Trade-In Device and it's not possible for you to obtain any content from the Trade-In Device, whether stored on the device or memory card, once it has been sent to us. We strongly recommend you back up such contents before sending any Trade-In Device(s) to us.

### 15. "Lost, Blocked or Stolen devices" and "Fake Devices"

- a. By trading in your Trade-In Device, you confirm that you own the Trade-In Device or are otherwise lawfully entitled to trade it in. "Lost, Blocked or Stolen Devices" are devices that have been reported as either lost, blocked or stolen in any of the stolen asset registers maintained by CheckMEND which is operated by Recipero Limited at <https://www.checkmend.com/uk>. Any Trade-In Devices received which are "Lost, Blocked or Stolen Devices" will: (i) be dealt with in accordance with Home Office guidelines; (ii) held pending a claim from the Police, an insurance company or the registered owner; and (iii) have any associated Monthly Saving removed from the account of the sending customer.
- b. "Fake Devices" are counterfeit devices which are manufactured to resemble products made by another company in breach of copyright and other intellectual property rights. We will remove monthly savings for customers who send Trade-In Devices that are Fake Devices.
- c. We will inform the relevant authorities if there is any suspicion that there is a deliberate attempt to commit fraud. We may reclaim any money paid to you (including without limitation any Bank Transfer or Trade-in Credit) if it is discovered that the Trade-In Device has either been reported "lost, blocked or stolen", or the Trade-In Device is discovered to be a Fake Device.

### 16. Damage and Loss

- a. We are not responsible for any loss or damage your Trade-In Device(s) suffers from the time it leaves you until we or Ingram receive your Trade-In Device, confirm it meets the requirements set out in these Terms and is accepted.
- b. For each package you send us it is your responsibility to ensure that it is:
  - i. adequately insured for loss or damage during delivery; and
  - ii. adequately physically protected.

### 17. Events outside of our control

- a. Unfortunately, sometimes things happen which we can't control. We will not be liable or responsible to you for any failure or delay in providing the services or meeting any of our obligations under these Terms caused by events outside of our reasonable control or due to our compliance with any applicable laws or regulations.

### 18. Other important matters

- a. **By taking this Offer, you will be accepting our Pay Monthly Airtime and Charges Guide (available at [vodafone.co.uk/terms](https://vodafone.co.uk/terms)), and confirm that you understand your personal data will be processed in accordance with [Vodafone UK Privacy policy](#). You are also bound by the terms of use of our site, which you can find [here](#)**
- b. You have 14 days, from the date you purchase your new Pay Monthly Airtime Plan, to change your mind. Returns (as applicable) will be processed in accordance with our [Returns Policy](#). However, once we accept your Trade-In Device you won't be able to return it to you. Note that if you selected Monthly Saving and you cancel your new Pay Monthly Airtime Plan, you will instead receive a Trade-in Credit.
- c. 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, negligence or tort, or otherwise in relation to:
  - i. Your use of, reliance upon or inability to use the site or content;
  - ii. Any circumstance that is outside of our reasonable control; and
  - iii. 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.
- d. We reserve the right to withdraw or make alterations to the Offer in the event of unforeseen circumstances including without limitation COVID-19/other pandemic, decisions by our suppliers (including but not limited to Ingram), changes to laws, regulations or orders or acts of God. In the event of any such alteration, neither we nor our suppliers shall be liable to you for any costs, expenses or other losses resulting from such alteration.



- e. Nothing in these Terms shall exclude or limit our liability for (i) death or personal injury caused by 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. If your use of material on this site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
- f. We may change these Terms (including but not limited to our third-party suppliers) at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.
- g. 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.
- h. If you would like to complain, please go [here](#).

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