

## **Two-Year Warranty Terms and Conditions**

- These terms and conditions ('Terms') apply to our (Vodafone Limited, registered in England number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN) Two-Year Warranty ('TYW') formerly known as Total Care Warranty.
- 2. These Terms apply in addition to your Pay Monthly Airtime Agreement (**'PAYM Terms'**) and Device Plan Credit Agreement (as applicable).
- 3. Any capitalised terms we use have the meaning set out in these Terms and the PAYM Terms (as applicable).
- 4. TYW is available for two years from the date your device is dispatched.
- 5. Vodafone shall facilitate the assessment and repair (as applicable) of devices that develop faults that are covered by the terms of your manufacturer's warranty. For eligible devices with a manufacturer's warranty of less than two years, Vodafone shall also extend your cover to two years for any faults with your device that develop and are covered by the terms of your manufacturer's warranty, subject to these TYW Terms.
- 6. TYW is available to Vodafone customers who satisfy the 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 device (either via a Device Plan or outright) with TYW as a benefit, directly from Vodafone.
  - c. Small Business Customers (excluding sole traders) must buy an Airtime Plan with a device under one contract with TYW as a benefit.
- 7. TYW only applies to the device(s) you purchased from Vodafone that includes TYW as a benefit, alongside an Airtime Plan. This warranty is intended to cover manufacturer's defects in the materials and workmanship of the device through normal use, in accordance with these Terms.
- 8. Any repaired or replacement devices under TYW will continue to benefit from this warranty as long as the customer remains eligible under these terms.
- 9. The following is not covered by TYW:
  - Any damage to the hardware or software of the device (e.g., any damage caused by dropping the device (whether accidental or intentional), liquid damage, viruses, etc.).
  - b. Wear and tear of the device or any deterioration due to normal use or exposure.
  - c. Faults or damage not covered or rejected by your device's original manufacturer's warranty during the original warranty period.
  - d. Consumable parts such as the battery unless failure is due to a defect in the manufacturer's workmanship.
  - e. Any software, data or apps installed on your device such as music, contacts, etc.
  - f. Aesthetic / cosmetic damage including but not limited to scratches and dents that do not affect the function of the device.
  - g. Damages or defects as a result of any unauthorised modifications, alterations, servicing, repairs and/or cleaning undertaken by a service provider not approved by the manufacturer or authorised by Vodafone.
- 10. If your device is damaged as well as faulty, the TYW will not cover any repairs. Any repairs will be chargeable or may be covered by any insurance you may have (please check your insurance policy for confirmation).
- 11. How to claim under TYW?
  - a. Call 191 or get in touch via webchat to book in for a repair under warranty. The advisor will instruct you on the process for sending your device to one of our repair centres.
  - b. Once received by the repair centre, our trusted third-party partners will be in touch if for any reason your warranty claim is not accepted and advise you of your options.



- c. If the fault is covered under TYW, we will arrange for the device to be repaired, and your device will be returned to you within 5 days.
- d. If your device can't be repaired, we will replace your device with either the same model device or the next model up from our refurbished range.
- 12. Before sending your device for repair, please ensure you
  - a. disable any security settings that would prevent security access to the device for testing / repairing purposes
    (i.e. any passcode, Find My Mobile or Find My iPhone, etc), otherwise we won't be able to repair your device and it may be returned unrepaired;
  - b. back up your device as data may be erased during the repair or when troubleshooting the device; and
  - c. remove your SIM card and any accessories.
- 13. General Terms
  - 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.
  - We reserve the right to withdraw or make amendments to the Offer 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.
- 14. Who are we?

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

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