

## YOUR AGREEMENT WITH US

This agreement (your **Agreement**) applies to consumer customers who take out a pay monthly consumer airtime plan for their own personal use and small business customers that have fewer than ten (10) connections or employees (**Small Business Customers**).

Your agreement is with Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It's made up of these General Network Terms and Charges Guide which covers (i) the SIM card/eSIM profile; (ii) any services you use in your plan; and (iii) your Vodafone OneNumber Pay monthly plan. It doesn't cover any equipment however see "equipment subsidy" below. We'll send these to you by post or email.

We also encourage you to take a look at our Returns and Acceptable Use Policies which also make up your "Agreement" with us. You can find these documents at

<http://www.vodafone.co.uk/agreementpolicies>.

You should also look at our Privacy Policy on how we use personal information. You can find our Privacy Policy and Cookie Policy at [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy).

### JOINING US AND CHARGES

**The basics.** When you join us we'll agree certain things with you and set them out in your **Order Form** or **Welcome Letter**. These documents will include important information like:

1. how long we'll provide our services to you and the minimum period you have agreed to stay with us;
2. your chosen services and how much these will cost you every month;
3. additional services you have chosen as part of your plan, when they start and end and when you'll be charged for these; and
4. any upfront charges you've paid or may have to pay for your equipment where applicable.

**Charging.** Your **Charges Guide** sets out current pricing information about out of bundle charges (charges for messaging, minutes, and data) as well as charges for additional services which are not included in your monthly plan charge. It also includes roaming charges which may be a lot higher than your UK standard charges. All these charges will be added to your bill as and when you use the services. It also explains the speed limits that apply to some of our plans – please see the Charges Guide for further details.

**Charging - Vodafone OneNumber customers.** Your Vodafone OneNumber plan does not include any allowance for calls, messaging or data usage. Your Vodafone OneNumber plan will use the allowance from your mobile plan (the "**Primary Account**") linked to your Vodafone OneNumber account (the "**Secondary Account**"). The Charges Guide sets out the current pricing information about out of bundle charges applicable to Vodafone OneNumber customers where your Primary Account has depleted its allowance and for charges for additional services which are not included in your Primary monthly plan charges. All these charges will be added to your bill as and when you use the services. Please check our FAQs to confirm whether your Vodafone OneNumber device is able to roam.

**Payment.** You'll need to pay for all charges within 7 days of the date of your bill. We ask that you pay by direct debit so please contact us if you wish to pay by other means. Where VAT applies, it will be included in the charges. If you pay late we'll charge interest of 2% above the base rate of Barclays Bank each year and you'll also need to pay a reasonable charge to compensate us for the administration costs incurred (see your Charges Guide).

**Mobile upgrade.** We don't have to offer you an upgrade but if we do we'll agree a new plan, minimum period and any applicable equipment with you. Unless you have upgraded via 'flexi upgrade' your new minimum period will not start until you have seen out your original minimum period. We'll discuss the options with you when you qualify for an upgrade.

**In addition, the following also applies to Vodafone OneNumber customers:**

**Vodafone OneNumber plan.** Vodafone OneNumber plans are only available to new and existing consumer and Small Business Customers on a compatible Vodafone Red or Unlimited consumer Pay monthly or SIM only phone plan who have a compatible mobile phone. Your Vodafone OneNumber device will be linked to this account and will be referred to as your "**Primary Account**".

You can check whether you have a compatible plan and phone for your selected Vodafone OneNumber device by checking our website.

### Important Information and Limitations – Vodafone OneNumber

- Your Vodafone OneNumber device must be on the same account as your Primary Account and will be referred to as your "**Secondary Account**" for the purposes of this Agreement.
- Your Vodafone OneNumber device must be paired to the phone on your Primary Account in order to use data or receive/make calls and receive/send messages on your Vodafone OneNumber device.
- Without a Primary Account your Vodafone OneNumber device will not function fully. Please refer to our Frequently Asked Questions for further details.
- Your Vodafone OneNumber account will utilise the texts, minutes and data included in your Primary Account plan.

- If you (i) terminate your Primary Account, (ii) migrate your Primary Account from a Vodafone OneNumber compatible plan to a non-compatible plan, or (iii) no longer have a compatible phone, you will not be able to use the texts, minutes and data included in your Primary Account plan for your Vodafone OneNumber device. Further use of your Vodafone OneNumber device will be charged in accordance with the out of bundle rates. Please see the Charges Guide for details.
- You will need to contact us should you terminate your Primary Account, migrate your Primary Account to a non-compatible plan, or no longer have a compatible phone.
- If the phone paired to your Vodafone OneNumber device is switched off depending on your device type you may not receive messaging on your Vodafone OneNumber device.
- Vodafone OneNumber and 4G and Wi-Fi Calling are not available to One Net Anywhere Small Business Customers.

**Vodafone OneNumber, changing plans** – if your Primary Account is cancelled you may wish to change your Secondary Account plan. Where this is possible we will agree a new plan for your Secondary Account and a new minimum period with you.

This service does not work with Vodafone Passes, if you have a Vodafone Pass it will be automatically removed from your Primary Account when you take out your Vodafone OneNumber plan.

### DURING YOUR AGREEMENT WITH US

**Using the services.** You're responsible for other people that use your equipment and services which are only for your personal non-commercial use. We own the SIM card/eSIM profile and reserve the right to change the SIM card/eSIM profile and mobile number at any time. You may only use equipment that is approved for use on our network. For more information on using our services and restrictions please review our Acceptable Use Policy.

#### Usage limits on your account:

**We may decide to set a usage limit.** We may set a monthly call and/or internet limit on your account. We may increase or remove this if we carry out a credit check. You may be able to go over your limit, but if this happens, you must pay all charges. If your usage increases significantly we may ask for a part payment so you can continue to use the services. Your Vodafone OneNumber service will utilise the texts, minutes and data included in your Primary Account plan. If your Primary Account is disconnected, you will incur charges in accordance with the Charges Guide. Some Vodafone OneNumber devices will require 4G coverage in order to use mobile internet.

**You may decide to set a usage limit.** If you are a new or upgrading customer, you will have the option to set and manage a monthly usage limit to control out of bundle charges. This limit will apply to charges and services (for example any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in your plan. It doesn't include any, Pay monthly extras or other recurring charges that you choose to purchase.

**Changes to your terms, services or charges.** We may change the Agreement, our services, or charges at any time. We'll tell you beforehand unless it relates to additional services or out of bundle services you don't use regularly. The charges may change as follows:

- **Plan charge** (minutes, texts, data etc & where applicable, entertainment allowance). Each April your monthly plan charge will increase by an amount equal to the retail prices index rate published by the Office for National Statistics in March (RPI rate). We will apply that RPI rate adjustment from your April bill. If the RPI rate is a decrease, your monthly plan charge will not be reduced.
- **Out of bundle services** (additional minutes, texts, data, roaming, international calls etc.). We may increase charges for out of bundle services at any time.
- **Additional services** (Pay monthly extras, content services, insurance etc.). Charges for additional services may change from time to time and may be outside of Vodafone's control so you'll need to check our website for the latest prices.

If we change your plan charge, out of bundle charges, our services or the Agreement you may have a right to end the Agreement without paying a termination charge (although you'll need to pay for your equipment subsidy where applicable). Please see "Leaving Us" below.

**Problems with our services.** We'll provide our services with reasonable skill and care. However, our services are not fault-free and are not available everywhere in the UK. Please check the predicted coverage in your area on Vodafone's website ([www.vodafone.co.uk/coverage](http://www.vodafone.co.uk/coverage)). There are a number of reasons why you may find problems with the services and these include moving home or work, weather conditions, damage to our network, the number of people using the network and so on. Please contact us if you experience a service issue and we'll attempt to fix it.

If we have to interrupt our services for maintenance or we cause a technical fault on our network, you may be entitled to a partial credit of your plan charge 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, please read our "Leaving Us" section below. We'll not be responsible for any loss of service due to something outside our reasonable control. To receive a partial credit of your charges or terminate the Agreement, you must report to us a severe disruption which we will assess against your typical usage history. We may offer you alternative equipment (such as Vodafone Sure Signal) to address service quality.

During busy periods on our network we may need to manage traffic to ensure everyone has access to our services. You can find out more on our traffic management policy here:

<https://www.vodafone.co.uk/terms-and-conditions/consumer/network-and-coverage/traffic-management/index.htm>

**Lost or Stolen Equipment.** If your physical SIM card is lost or stolen or if your device containing your physical SIM or eSIM profile is lost or stolen, you must tell us as soon as possible so we can suspend our services and stop someone else using it. Your maximum liability for charges incurred up until you notify us will be as follows:

**Notification within 24hrs:** £100 maximum

**Notification 24+hrs – 5days:** £500 maximum

**Notification 5 days+:** all charges until you have reported to us.

You'll also continue to pay all the remaining plan charges for our services for the minimum period, even if your SIM card or equipment is lost or stolen.

## LEAVING US / SUSPENDING THE SERVICES

**Cancelling, returns and faulty equipment.** Please read our Returns Policy for details on how to do this. It also sets out what to do if your equipment is faulty and how you can return your equipment or get your equipment fixed or replaced.

**If you want to end the Agreement:**

**Because you simply want to leave us.** If you request a Porting Authorisation Code (PAC) or Service Termination Authorisation Code (STAC) from us because you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you. Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. This Agreement will terminate when your service has switched to your new provider. If you do not use a PAC or STAC within the 30-day period, the Agreement and your Airtime Plan will continue. You can request a PAC or STAC at any time.

You can cancel your Airtime Plan at any time without requesting a PAC or STAC but you'll need to give us 30 days' notice.

**Termination fee.** If you're within the minimum period of your Airtime Plan when you leave us, you'll need to pay an early termination fee. Where you're required to pay an early termination fee, your Charges Guide gives you a calculation to work out how much this will be. If you have requested a PAC or STAC we will notify you of any early termination fee that may be payable when you request the code.

**Because of the quality of our services.** If the service is materially degraded for an unreasonable period of time you may be able to leave the Agreement early without paying a termination charge (although you'll need to pay for your equipment subsidy). Contact us to discuss your options.

**Because of changes.** If we, (i) increase your monthly plan charge more than once per year or by more than the RPI rate; (ii) increase your out of bundle charges or change our services or the Agreement to your material detriment, you'll have a right to leave the Agreement early without paying a termination fee (although you'll need to pay for your equipment subsidy). We'll let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the changes you'll be considered to have accepted those changes.

**Equipment subsidy.** Where applicable, all the information required to calculate your equipment subsidy is set out in your Welcome Letter. The subsidy you pay will be 1/24 of the original value of the equipment less any up-front payment you made towards it, multiplied by the number of months left of your minimum period at the time the agreement ends. We'll add this charge to your final bill.

**If we want to suspend our services or end the Agreement.** We may suspend our services or end the Agreement if,

- (i) you don't pay any charges on time;
- (ii) you don't do something fundamental that you have to do under the Agreement;
- (iii) you use any of our services in a way that may damage or affect the operation of our network;
- (iv) you breach or fail to adhere to our Acceptable Use Policy; or
- (v) you become bankrupt or make an arrangement with creditors.

Where we end the Agreement in this way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). You won't have to pay a termination fee in these cases although you'll need to pay for your equipment subsidy where applicable.

## WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

**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).

**Fraud prevention agencies.** The personal information collected 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/fraud-prevention](http://www.vodafone.co.uk/privacy/fraud-prevention).

**Contacting us and complaints.** We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please contact us on:

Phone: 191 from your Vodafone phone or 0333 3040 191 (from UK landlines or other mobiles);

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

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

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
- (ii) if you have an issue with goods or services bought online you can refer to the EC Online Dispute Resolution website at <http://ec.europa.eu/odr>. Further information on this complaints process is available on our website at [www.vodafone.co.uk/complaints](http://www.vodafone.co.uk/complaints)

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

## OTHER USEFUL INFORMATION

**Liability.** 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 entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims.

**Transferring the Agreement.** We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.

**Your number.** When you use your mobile equipment, your number may be shown to the third party being contacted. When you use your Vodafone OneNumber device the mobile number of your Secondary Account may be shown to the third party being contacted. Your number will always be shown if you contact 999 or 112.

**Dated: July 2019**