

[Home](#)[Legal information](#)[Privacy policies](#)[Terms and conditions](#)[Codes of practice](#)[Third party disclaimers](#)

Terms and conditions

The small print

Your agreement with us is made up of:

- (a) the Pay as you go Airtime terms and conditions;
- (b) the Price Plan guide for your Price Plan (available on www.vodafone.co.uk or by calling 191). All listed prices include VAT, where applicable, unless otherwise stated;
- (c) the Pay as you go Price Plan Terms applicable to your particular Price Plan and the terms and conditions of any optional extras you may choose to add for example Text Packs, Vodafone Free Weekends, or Vodafone Text Unlimited (available on www.vodafone.co.uk); and
- (d) the wording on the packaging of the Mobile Equipment.

This Agreement is for your SIM card and the minutes, texts, data and other services that you use. This Agreement does not cover the buying or maintenance of any phone or other mobile equipment that has also been provided to you. If your phone is lost or stolen you are required to pay for all other call and usage charges up to the time you tell us that it has been lost or stolen.

Pay as you go Airtime conditions

1. Definitions

"we", "our" or "us" means Vodafone Limited.

"you" or "your" means you, the customer.

"Agreement" means these terms and conditions, your Price Plan Terms and Price Plan guide.

"Charges" means all charges for Services, as published in our Price Plan or otherwise available from us. These include the usage charges and any other charges in respect of the Services provided to you or someone using your Mobile Equipment (e.g. charges for the voicemail service, which will be billed as we shall advise).

"Mobile Equipment" means your mobile phone or other equipment and the SIM card used to access the Services.

"Network" means the electronic communications systems used by us under which the Services are available in the UK.

"Price Plan" means the package of Services you have chosen to receive which is updated every so often and is available from us by requesting a copy by calling 191 from your mobile, or by visiting our website.

"Price Plan Terms" means the applicable terms and conditions for your Price Plan which are available from us by requesting a copy from us or by visiting our website.

"Services" means the communications service you receive via the Network and other services made available to you by us from time to time.

2. Services and Coverage

2.1 You agree to be bound by this Agreement, when you initially top-up your account with us or use the Services, whichever happens first.

2.2 We aim to provide you with the Services at all times, but due to the nature of mobile technology, it is impossible to provide a fault free service.

2.3 We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'. Overseas networks may be limited in quality and coverage and access to overseas networks will depend upon the arrangements between us and the foreign operators. Please call the helpline on 191 for details.

3. Use of the Services

3.1 You must keep to this Agreement and our instructions regarding the use of the Services. You are responsible for anyone who uses your Mobile Equipment.

3.2 Your Mobile Equipment and/or the Services must not be used for any purpose we believe is abusive, objectionable, illegal, fraudulent, a nuisance or for criminal activities.

3.3 You must not resell the whole or any part of the Services.

3.4 We will allocate a number for use of your Mobile Equipment on the Network. The number does not belong to you and we may charge you a fee to transfer your number to another service provider.

3.5 Any SIM card we provide to you remains our property. The software in the SIM card does not belong to you and is licensed to you for use with the Services only. We may change your SIM card or require you to return it at the end of this Agreement. If you need a replacement SIM card, we will charge you the price set out in our Price Plan at that time.

3.6 You may use the Services to access the Internet but we accept no responsibility for any content or services you may access. Unwanted programs or material may be downloaded from the Internet without your knowledge, which may give unauthorised persons access to your Mobile Equipment.

3.7 You must only use Mobile Equipment which is lawfully approved for connection.

3.8 At our discretion we can refuse to provide any part of the Services to you. For example

you may be barred from using overseas networks and from making international calls or premium rate calls. If you feel that your Mobile Equipment should not be barred, please contact the helpline.

4. Payment

4.1 Calling credit may be limited as set out in the price plan. Calling credit is calculated by the second by the rates set out in the relevant price plan. Calling credit will be credited to you upon acceptance by us of the TopUp in accordance with the rules relating to the Service or the price plan. The maximum call length is 23 hours and 59 minutes. Unless otherwise stated, we charge each standard call by the second, and round up to the next whole pence. A minimum call charge applies.

4.2 You pre-pay for the Services by topping up your account with us. You do this by purchasing TopUps as set out in the rules relating to the Service or the Price Plan. Your pre-payments are not repayable by us nor is interest payable on any credit you have with us. Each time the Services are used by you (or someone else using your Mobile Equipment), the TopUps you have purchased are reduced, by reference to the relevant charges in the Price Plan. Except in the case of an obvious error, our records determine how much your account is topped up and the rate of use of the Services.

4.3 All charges are subject to VAT at the prevailing rate. If you owe us any money and this is not paid when it should have been paid, we may recover this from any credit balance on your TopUp account held by us or from any debit or credit card details of which you have given us. We may also charge you interest on the unpaid amount. Interest is charged daily at the rate of 2% above the base rate of Barclays Bank per year from time to time.

5. Loss of Mobile Equipment

If your Mobile Equipment is stolen, damaged, destroyed or lost, we have no obligation to give you any refund for any Services that you have paid for in advance or for the cost of the Mobile Equipment. You must contact us immediately so that we can prevent further calls being made using it.

6. Suspension, Disconnection and Termination

6.1 We can suspend (i.e. bar), restrict or end the provision of the Services (in whole or in part) if:

(a) we believe your Mobile Equipment or the Services is/are being used in a way not permitted by this Agreement;

(b) we believe that the right to use any number and/or password used in relation to the Services and/or your Mobile Equipment is or has been obtained in an unauthorised, unlawful, improper or fraudulent way;

(c) you choose not to use the Service for a period of 180 days ('use of this service' means (i) making any chargeable outbound calls (excluding calls to 191, see your price plan for charges) or (ii) any topping up of your account);

(d) you do not keep to this Agreement;

(e) we believe that when you have topped up (or have attempted to TopUp) your service on the TopUp Line or otherwise electronically, you have paid or are purporting to pay, using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. In such circumstances, we may also (i) bar the Mobile Equipment for outgoing service; and/or (ii) bar the Mobile Equipment number so that it is no longer available for use for TopUps with the TopUp Line or other electronic facility. We may remove the bar when we have been paid the amount owing to us;

(f) you notify us that your Mobile Equipment has been lost or stolen;

(g) you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Network or the Services

you become bankrupt or make any arrangement with creditors or you go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;

we are permanently unable to provide the Services to you.

6.2 Where the Mobile Equipment is suspended because you have chosen not to use the Services (as defined in 6.1(c) above) for a period of 180 days, we will, on request and within 90 days of suspension reconnect the Services and make any previous credit held on your account at time of suspension available. If you have not kept to this Agreement or not used the Services for 270 days, and we disconnect the Mobile Equipment, any credit held on your account will be forfeited.

6.3 We will try and tell you when we suspend, restrict or end your use, but we are not required to.

7. Variations

7.1 We may change our Charges and/or introduce new Charges from time to time. If we increase our Charges, we will give you at least 7 days notice in a way which we consider is reasonable, for example by sending messages using the Services. If we believe any change in our Charges will not disadvantage you, it may be included without telling you.

7.2 We may make changes to or withdraw Services at any time and we can make changes to and/or introduce new terms to this Agreement at any time. Where possible we will give reasonable notice of these changes. The changes will be effective upon publication by us in a way which we consider is reasonable, for example by sending messages using the Services. You will still be able to use any credit that you have accumulated, prior to the withdrawal of all of the Services.

7.3 We may need to change your phone number or other number from time to time. Where you have registered with us, we will let you know if this is the case.

7.4 By continuing to use the Services you agree to these variations. If you are not happy with any of these modifications then you do not have to continue to TopUp your account or

use the Services.

8. Liability and Exclusions

8.1 We will be liable to you if our negligence causes death or personal injury. We will not be liable to you for loss of income, loss of use of the Services, lost business or missed opportunities, or for any loss or damage that is not directly caused by us and/or was not reasonably foreseeable at the time this Agreement was entered into. We will not be liable to you if we are unable to provide the Services because of something outside of our reasonable control.

8.2 Except where our negligence causes death or personal injury, our liability to you will not exceed £3,000 per claim or a series of related claims.

8.3 If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any law and which cannot be excluded by agreement.

9. Personal Data

9.1 We and our group companies may use your information for complying with our legal requirements and for the following purposes:

- (a) account management, customer care activities and personnel training;
- monitoring the quality and security of the Network and testing and maintenance of our IT systems;
- (c) protecting us, and our brand, from activities that might cause loss or damage;
- (d) analysing and improving products and services; and
- (e) to contact you with marketing messages where you have not objected. Such messages may include third party marketing, but Vodafone will not pass control of your information to third parties.

9.2 Monitoring or recording of calls, emails or text messages made to, or by us, may take place for our business purposes such as customer service, quality control and training, to prevent unauthorised use of our telecommunications system and to ensure effective systems operation and in order to prevent or detect crime.

9.3 We do not include your details in any directory or directory enquiry service. If you wish to have your information included in such services, you should contact us.

9.4 For further details on how we use your information, please refer to the Vodafone Privacy Policy. If you want to contact us about our privacy practices and your data protection rights please write to: Data Protection Manager, Vodafone Limited, Baird House, The Connection, Newbury, Berks RG14 2FN or email data.protection@vodafone.co.uk

10. General

10.1 We may transfer this Agreement to anyone else at any time. If you wish to transfer your Agreement with us, you can if we agree, and we shall not unreasonably withhold such agreement. In registering with us, the new customer is deemed to have accepted the terms and conditions of service and all liabilities (e.g. debt) associated with that Mobile Equipment.

10.2 Failure by either of us to enforce rights under this Agreement shall not prevent you or us from taking further action.

10.3 When you use your Phone, your number may be sent through the networks so as to be shown to the phone being called. Your number will always be sent if calling 999 or 112.

10.4 This Agreement is under English law, unless: (i) you live in Scotland, in which case, it will be governed by Scots law, or (ii) you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.

Registered Address: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Registered in England No. 1471587

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