



Key Information about your Fixed Sum Loan Agreement under the Consumer Credit Act

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YOUR LOAN AGREEMENT EXPLAINED

Your proposed loan agreement (your “**Device Plan**” also known as your “Phone, Watch, Tablet or Laptop Plan”) is regulated by the Consumer Credit Act 1974 (the “**Act**”).

The Act gives you certain rights and protections. One of the things that Vodafone Limited (“**Vodafone**”, “**we**”, “**us**” or “**our**”) must do under the Act is to give you an adequate explanation of your proposed Device Plan, before the Device Plan is made, so that you can decide whether it is suitable for you to go ahead.

PRE-CONTRACT INFORMATION

In addition to the information contained in this Key Information document, you will also be provided with the Pre-Contract Credit Information. This Key Information and the Pre-Contract Credit Information contain detailed information about the Device Plan, including information on how you can withdraw from the Device Plan once it is made.

If the Key Information and Pre-Contract Credit Information are handed to you in person, then you can take it away and study it in your own time.

It is important that you read through the Key Information, the Pre-Contract Credit Information and Device Plan carefully before you sign the Device Plan.

ABOUT YOUR PROPOSED DEVICE PLAN

Purpose

The Device Plan is intended to finance the purchase by you of mobile communications equipment (the “**Equipment**”). We are giving you credit by allowing you to pay for the Equipment in instalments thereby spreading the cost over the duration of the Device Plan. You cannot use the credit provided under the Device Plan for any other purpose.

Your Airtime Plan

In order to obtain the credit, you must enter into a pay monthly airtime agreement under which we provide you with mobile telecommunications services (“**Airtime Plan**”). The Airtime Plan (which includes the Equipment terms) covers the terms and conditions relating to the services that we provide to you and other related services in connection with the Equipment.

Repayments

You are considering taking a loan for £648.00 in order to finance the purchase of the Equipment.

You will repay the loan by making the following repayments:

£18.00 for 35 months and a final payment of £18.00 at month 36.

You will repay the amount of credit advanced to you by making regular repayments to us. The repayment amounts are calculated to make sure that by the end of the term of the Device Plan,

the outstanding balance under the Device Plan is reduced to zero (provided that you keep up your repayments). You have a right to repay this Device Plan early in full or in part at any time.

Details of the amounts payable by you under the Device Plan, including the amounts and due dates for your repayments; the interest rate payable (if applicable); the term of the Device Plan; and the total amount payable by you can be found in Section 2 (**Key features of the credit product**) and Section 3 (**Costs of the credit**) of the Pre-Contract Credit Information provided to you, as well as in the Device Plan. You should study this information carefully to make sure that you can afford the repayments and that the Device Plan is suitable for you.

If you enter into the Device Plan, you agree to make your monthly payments (on the agreed date) via either Direct Debit or by debit card.

You can set up monthly loan repayment by debit card by contacting us by calling 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply). Where we collect repayments by scheduled debit card payments from your nominated bank account this is called a continuous payment authority ("**CPA**"). We will use the debit card details that you have supplied to us for this purpose. The required amount will be requested in full from your bank account on the agreed date using the card details provided. You can change this date if we agree. If we are unable to collect a repayment by CPA, we will not reattempt to collect the payment, your Device Plan will fall into arrears and you will be passed to our collections team. We will never attempt to claim a part payment using CPA. You can cancel your CPA and pay by Direct Debit instead at any time by logging into your account on vodafone.co.uk or contacting us. Alternatively, contact your card issuer and cancel directly. Please inform us if you have cancelled directly as you will still be responsible for paying any money that you owe.

We will not charge you any late payment fee or any interest on any repayment made late under this Device Plan. This will be separate to your monthly Airtime Plan monthly payments. However, both the Device Plan and Airtime Plan monthly payments will appear on your Vodafone account.

What happens if you don't make your repayments?

If you do not make your repayments in the correct amounts and on the due dates under the Device Plan and do not bring your account up to date after we have notified you of the missed repayments, then you could face serious consequences.

If you do not make your repayments by the due dates, we may send you a default notice requiring you to pay your arrears by a certain date. If you do not pay by the date specified in the default notice, then we can:

- i. terminate the Device Plan; and
- ii. demand immediate payment of the outstanding balance of the total amount payable under the Device Plan.

We will not, however, charge you any late repayment fees or interest on any late or missed payments. We may also report your default to credit reference agencies. Your default may be recorded on your credit reference file and could be viewed by other lenders and agency users who search your credit reference file. This may make it difficult for you and other members of your household to obtain credit in the future. We may also take action against you under the terms of your Airtime Plan such as suspending some or all of the services provided under the Airtime Plan or ending the Airtime Plan (i.e. barring or disconnecting your airtime services).

If you do not pay after we have terminated the Device Plan or agree a repayment plan with us to pay off the balance outstanding, it could result in legal proceedings being issued against you to recover what you owe under the Device Plan. This could result in a county court judgment being registered against you. We may also use a debt collection agency to recover what you owe.

Full details about the way in which we use your personal information and the credit reference agencies with which we share information about you are set out in your proposed Device Plan.

What happens to your Airtime Plan if the amount you owe under the Device Plan is repaid in full?

If you repay your Device Plan early in full or the amount you owe is otherwise discharged before the end of the term set out in the Device Plan, you will be able to end your Airtime Plan at any time by informing us that you want to end the Airtime Plan. If you are within the minimum period of your Airtime Plan, you will not incur an early termination fee. You will however, need to ensure that you pay for any services you have used under the Airtime Plan up until the date it comes to an end.

Your Airtime Plan will continue until the end of the minimum period set out in the Airtime Plan in the event that:

- you repay your Device Plan in full at the end of the term; or
- Vodafone terminates your Airtime Plan or Device Plan.

You will be required to continue to pay for any services you have used or charges you have incurred under the Airtime Plan up until the end of the minimum period or until you or we terminate the Airtime Plan. Please refer to your Airtime Plan agreement if you wish to terminate before the end of the minimum period.

What happens to your Device Plan if your Airtime Plan comes to an end?

If your Airtime Plan with Vodafone comes to an end (including if you or we terminate it), your Device Plan will **not** come to an end and, in accordance with the terms of the Device Plan, you will be required to continue to make the payments due under the Device Plan after the Airtime Plan has ended. You may also choose to repay any outstanding repayments under the Device Plan.

Your right to withdraw

If you change your mind once you have made the Device Plan, you have a right under the Act to withdraw from it. Full details of how you can do this are set out in the Pre-Contract Credit Information and in your proposed Device Plan. You do not have to give us a reason for wanting to withdraw from the Device Plan.

If you want to withdraw from the Device Plan, you must notify us before the end of fourteen (14) days beginning with the day after: (a) the day on which the Device Plan is signed by both you and us; (b) the day on which you receive a copy of your Device Plan which has been signed by you and us; or (c) the day on which you receive your Equipment (whichever is later) ("**Withdrawal Period**"). You must tell us if you want to withdraw by calling 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply) (from UK landlines or other mobiles). If you withdraw from your Device Plan we will treat the Device Plan as if it had never been entered into.

If you withdraw from the Device Plan, you will have to repay the amount of credit (as shown in Section 2 (**Key features of the credit product**)) and also in the Device Plan) provided to finance the purchase of the Equipment. You must repay the credit without delay and no later than 30 calendar days after the date on which you told us you wanted to withdraw. No interest will be payable on the amount of credit advanced. If you do not want to keep the Equipment and want to return it to us, you can do so provided that you are within the cancellation period under the Equipment terms in your Airtime Plan. You will also need to exercise your right to cancel your order under the Equipment terms in your Airtime Plan, take reasonable care of the Equipment and return it in accordance with our Returns Policy (available at www.vodafone.co.uk/returns).

To make repayment, please call us for free on 191 from your Vodafone mobile or 0333 3040 191 from any UK landline or mobile (standard call charges apply) and we will be able to assist you by

taking details of your debit card or supplying you with our bank account details so that you can transfer funds to us.

ANY QUESTIONS?

You should consider this document together with the Pre-Contract Credit Information, the Device Plan and the Airtime Plan carefully and make sure that you understand them. Please note, the offer made in the Pre-Contract Credit Information and the Device Plan is valid from the date you receive this document until the earlier of: (a) 6pm on the date that any promotion relating to the cost of the Equipment ends; and (b) 72 hours from the date you receive this document. After this our pricing may change and you may be provided with a new Pre-Contract Credit Information before concluding the Device Plan.

If you have any questions about this explanation document or the Pre-Contract Credit Information, or if there is anything in the Device Plan that you do not understand, then you should contact us, by:

Phone: Dial 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply);

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

Website: www.vodafone.co.uk/contactus

If you want more information about your rights under the Device Plan, you should seek independent advice.



Pre-Contract Credit Information

Call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille, audio CD or dyslexia friendly version of this document.

1. Contact details

Creditor.	Vodafone Limited registered in England with company registration number 1471587 ("Vodafone")
Address.	Vodafone House, The Connection, Newbury, Berkshire RG14 2FN
Telephone number(s).	191 from your Vodafone mobile or 0333 3040 191 from a UK landline or other mobile (standard call charges apply)
Web address.	www.vodafone.co.uk

2. Key features of the credit product

The type of credit.	Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974.
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	£648.00
How and when credit would be provided.	<p>We will provide the credit stated in the loan agreement ("Device Plan" also known as your "Phone, Watch, Tablet or Laptop Plan") by applying the total amount of credit in payment or partial payment of the cash price of the goods shown below.</p> <p>We will do this when you have (a) signed the Device Plan and the pay monthly airtime agreement under which Vodafone provides you with mobile telecommunications services ("Airtime Plan"); or (b) (if later) such time as the goods are supplied to you by us.</p>
The duration of the credit agreement.	The Device Plan is made on the date that it is signed by both you and us and will continue until the date which falls 36 months from the date on which the first repayment is due, provided you make all your repayments on time.
Repayments.	You must make the following repayments: £18.00 for 35 months and a final payment of £18.00 at month 36.

	The first monthly repayment will be payable on a date set by us or agreed between you and us, with subsequent repayments payable on the same day in each month afterwards.
<p>The total amount you will have to pay.</p> <p>This means the amount you have borrowed plus interest and other costs.</p>	£667.00
<p>The proposed credit will be granted in the form of a deferred payment for goods or service.</p> <p>Description of goods/services/land (as applicable).</p> <p>Cash price (inc. VAT).</p>	<p>The proposed credit will be granted in the form of deferred payment for the goods specified below. The provision of credit will also be provided with the services under the Airtime Plan which you must enter into with us in order to obtain the credit.</p> <p>Device Name: Apple iPhone 12 128GB black ("Equipment")</p> <p>£667.00</p>

3. Costs of the credit

The rates of interest which apply to the credit agreement.	0% per annum
<p>Annual Percentage Rate of Charge (APR).</p> <p>This is the total cost expressed as an annual percentage of the total amount of credit.</p> <p>The APR is there to help you compare different offers.</p>	0% APR
Related costs	
Costs in the case of late payments.	We will not charge you for any late or missed payments.
Consequences of missing payments.	Missing payments could have severe consequences. If you do not make your repayments on the scheduled repayment dates, we may terminate the Device Plan after sending you any notice we are required to send and you will then be required to repay the outstanding balance under the Device Plan in full. If you fail to pay the balance, it could result in legal proceedings being issued against you to recover what you owe under the Device Plan. We may also use a debt collection agency to recover payment from you.

	<p>We may report any missed payments to credit reference agencies which could affect your credit records and may make it more difficult for you to obtain credit in the future.</p> <p>In certain circumstances, such as where we receive your instructions to do so or we reasonably suspect fraud, we may disable the Equipment. We may also take action against you under the terms of your Airtime Plan such as suspending some or all of the services provided under the Airtime Plan or ending the Airtime Plan (i.e. barring or disconnecting your airtime services).</p>
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4. Other important legal aspects

Right of withdrawal.	<p>You have the right to withdraw from the Device Plan without giving any reason by notifying us before the end of fourteen (14) days beginning with the day after: (a) the day on which the Device Plan is made; (b) the day on which you receive a copy of your Device Plan which has been signed by you and us; or (c) the day on which you receive your Equipment (whichever is later) ("Withdrawal Period"). If you withdraw from your Device Plan we will treat the Device Plan as if it had never been entered into. You must tell us if you want to withdraw by calling 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply).</p> <p>If you withdraw from the Device Plan during the Withdrawal Period and wish to keep your Equipment, you will have to repay to Vodafone the amount of credit (as shown in your Device Plan) provided to finance the purchase of the Equipment. You must do so without delay and no later than 30 calendar days after the date on which you told us you wanted to withdraw. No interest will be payable on the amount of credit advanced.</p> <p>Please note, if you do not want to keep the Equipment and want to return it to us within the Withdrawal Period, you must (a) exercise your right to cancel your order under the Equipment terms in your Airtime Plan, (b) take reasonable care of the Equipment and (c) return it in accordance with our Returns Policy (available at www.vodafone.co.uk/returns). If we reject your return of the Equipment (in accordance with the terms of our Returns Policy) you will have to repay to Vodafone the amount of credit provided to finance the purchase of your Equipment.</p>
Early repayment.	You have a right to repay this Device Plan early in full or in part at any time by giving us notice.
Consultation with a Credit Reference Agency.	If we decide not to proceed with a prospective Device Plan on the basis of information obtained from a credit reference

	agency, we will tell you that this is the reason why we will not be proceeding with your application. We will provide you with the contact details of the relevant credit reference agency.
Right to a draft credit agreement.	You have the right, upon request, to obtain a copy of your draft Device Plan free of charge, unless we have already decided that at the time of the request we do not want to proceed to the conclusion of your Device Plan.
The period of time during which the creditor is bound by the pre-contractual information	This Pre-Contract Credit Information is valid from the date you receive this document until the earlier of: (a) 6pm on the date that any promotion relating to the cost of the Equipment ends; and (b) 72 hours from the date you receive this document. After this, our pricing may change and you may be provided with a new Pre-Contract Credit Information before concluding the loan agreement.

5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number.	Vodafone Limited registered in England with company registration number 1471587 is authorised and regulated by the Financial Conduct Authority under firm reference number 712210.
The supervisory authority.	The Financial Conduct Authority.
(b) concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	The laws of England and Wales.
The law applicable to the credit agreement and/or the competent court.	The laws of England and Wales have been the basis for the establishment of relations with you prior to conclusion of the Device Plan and will govern the terms of the Device Plan. Any disputes will be subject to the non-exclusive jurisdiction of the English and Welsh courts.
Language to be used in connection with the credit agreement.	The Device Plan is in the English language; and we will communicate with you in English during the term of the Device Plan.
(c) concerning redress	
Access to out-of-court complaint and redress mechanism.	If you need to speak to us or have a complaint, please contact us on: Phone: 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or other mobile (standard call charges apply); or Post: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or Website: www.vodafone.co.uk/complaints

	<p>If we can't fix your issue, you may:</p> <p>(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 visiting www.vodafone.co.uk/complaints; or</p> <p>(ii) If we are unable to resolve any complaint to your satisfaction, you will have a right to complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR by telephone on 0800 023 4567 or by email to complaint.info@financial-ombudsman.org.uk. Website address: www.financial-ombudsman.org.uk.</p> <p>If it is privacy related, please see www.vodafone.co.uk/privacy or you can contact us at data.protection@vodafone.co.uk</p>
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Fixed Sum Loan Agreement
regulated by the Consumer Credit Act 1974 (the “Act”)

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1. Parties to this loan agreement (“Device Plan” also known as your “Phone, Watch, Tablet or Laptop Plan”) (reference number: 1003141213)

Creditor:	Vodafone Limited registered in England with company registration number 1471587 whose registered office is Vodafone House, The Connection, Newbury, Berkshire RG14 2FN (“ Vodafone ”)
Customer:	Mrs. UNA PATERSON KILFASSET FARM, DUNMORE STREET, BALFRON, GLASGOW, G63 0PZ unapaterson@hotmail.co.uk 447887616184 (“ you ”)

2. Description of goods to be financed under the Device Plan

Goods financed:	Device Name: Apple iPhone 12 128GB black (“ Equipment ”)
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3. Amount of credit / Financial details

3.1. The following terms apply to this Device Plan:

Total cash price of the Equipment (where VAT applies, it will be included):	£667.00
Upfront payment (where VAT applies, it will be included):	You have made an upfront payment for the Equipment of £19.00
Total amount of credit (where VAT applies, it will be included):	£648.00
Rate of Interest (per annum):	0% per annum
Annual Percentage Rate of Charge (“APR”):	0% APR The total amount payable under this Device Plan is not greater than the total cash price for the Equipment
Total amount payable:	£667.00 This is the sum of the total amount of credit plus any upfront payment that you have paid.

Repayments:	<p>You must make the following payments:</p> <p>£18.00 for 35 months and a final payment of £18.00 at month 36.</p> <p>The first monthly repayment will be payable on a date set by us or agreed between you and us, with subsequent repayments payable on the same day each month afterwards. We will tell you what date your first monthly repayment is due by email when we know when your Device will be dispatched to you. Your first repayment will be after you have received your Device.</p> <p>During the term of this Device Plan the repayment date may be changed if requested by you and agreed by us at our discretion.</p>
Charges for late payments:	<p>We will not charge you any late repayment fee or interest on any late or missed payments under this Device Plan. The consequences of failing to make a scheduled repayment are outlined below in section 8. <i>Missing payments</i>.</p>

4. Duration of this Device Plan

- 4.1. This Device Plan is made on the date that it is signed by both you and us and will continue until the date which falls 36 months from the date on which the first repayment is due, provided that you make all repayments when they're due.
- 4.2. This Device Plan will end when all the amounts that you are required to pay have been paid in full.

5. How and when credit will be provided

- 5.1. In order to obtain the credit, you must enter into a pay monthly airtime agreement with us ("**Airtime Plan**") under which we provide you with mobile telecommunications services. The Airtime Plan includes the terms and conditions governing the sale of the Device and any other Vodafone equipment to you ("**Equipment Terms**") as well as the terms and conditions relating to the mobile services that we provide to you and other related services in connection with the Equipment.
- 5.2. We will provide the credit stated above in this Device Plan by applying the total amount of credit in payment or partial payment of the cash price of the Equipment shown above.
- 5.3. We will do this when (a) the Device Plan has been signed by both you and us and you have also signed the Airtime Plan; or (b) (if later) such time as the Equipment is supplied to you by us.
- 5.4. If you fail to collect or accept delivery of the Equipment then we will not advance the credit to you and will refund any payments that you have already made to us. We will treat this Device Plan as if it had never been entered into and any Airtime Plan will also be cancelled.

6. Your right of withdrawal

- 6.1. You have the right, under section 66A of the Act, to withdraw from the Device Plan without giving any reason by notifying us before the end of fourteen (14) days beginning with the day after: (a) the day on which this Device Plan is made; (b) the day on which you receive a copy of your Device Plan which has been signed by you and us; or (c) the day on which you receive your Equipment (whichever is later) ("**Withdrawal Period**"). If you withdraw from your Device Plan during the Withdrawal Period, we will treat the

Device Plan as if it had never been entered into and we will also terminate your Airtime Plan.

- 6.2. If you withdraw from this Device Plan during the Withdrawal Period and you wish to keep your Equipment, you will have to repay the amount of credit (as shown in **3. Amount of credit/Financial details** above) provided to finance the purchase of the Equipment. You must repay the credit without delay and no later than 30 calendar days after the date on which you told us you wanted to withdraw. No interest will be payable on the amount of credit advanced. Please note, if you do not want to keep the Equipment and want to return it to us within the Withdrawal Period, you must (a) exercise your right to cancel your order under the Equipment terms in your Airtime Plan, (b) take reasonable care of the Equipment and (c) return it in accordance with our Returns Policy (available at www.vodafone.co.uk/returns). If we reject your return of the Equipment (in accordance with the terms of our Returns Policy) you will have to repay to Vodafone the amount of credit provided to finance the purchase of your Equipment.
- 6.3. You must tell us if you want to withdraw by calling 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply). We will be able to assist you by taking details of your debit card so that you repay the total amount of credit to us.

7. Payment and early repayment

- 7.1. You agree to pay us the total amount of credit by the repayments stated in this Device Plan. It is essential that you pay your repayments by their due dates in full and on time – see below: 8. *Missing payments*.
- 7.2. All Device Plan repayments must be paid by either Direct Debit from a UK bank or building society account or by debit card, which we will use to take your repayments on or around the date we agreed. These monthly payments will be separate to your monthly Airtime Plan payments. However, both your Device Plan and Airtime Plan monthly payments will appear on your Vodafone account and as Vodafone on your bank or building society account statement. If you choose to pay by Direct Debit, you must complete a Direct Debit instruction authorising your bank or building society to accept debits for varying amounts, to enable these repayments to be paid.
- 7.3. You can set up monthly loan repayment by debit card by contacting us by calling 191 for free from your Vodafone phone or 0333 3040 191 from any UK landline or mobile (standard call charges apply). Where we collect repayments by scheduled debit card payments from your nominated bank account, this is called a continuous payment authority (“CPA”). We will use the debit card details that you have supplied to us for this purpose. The required amount will be requested in full from your bank account on the agreed date using the card details provided. You can change this date if we agree.
- 7.4. If we are unable to collect a repayment by CPA, we will not reattempt to collect the payment, your Device Plan will fall into arrears and you will be passed to our collections team. We will never attempt to claim a part payment using CPA. Alternatively, contact your card issuer and cancel directly. Please inform us if you have cancelled directly as you will still be responsible for paying any money that you owe.
- 7.5. If you fall behind with your payments, any payment you make will first be used to pay off your arrears.
- 7.6. We will not charge you any late payment fee or any interest on any repayment made late under this Device Plan.
- 7.7. You have a right to repay this Device Plan early in full or in part at any time and without charge under section 94 of the Act. Any early repayment of this nature must be made before the end of the period of 28 days beginning on the day following receipt of notice by us or on or before any later date specified in the notice. For more information on how to repay early see www.vodafone.co.uk/support.
- 7.8. You can provide notice and make an early repayment by calling 191 from your Vodafone mobile or 0333 3040 191 from any UK landline or mobile (standard call charges apply) or online via your My Vodafone account. Please note, if you want to make a full repayment of your Device Plan you must call us to make the repayment.

- 7.9. If you opt to make a partial repayment, we will apply the early repayment evenly across your future monthly payments. This means that the duration of this Device Plan will remain the same, but your monthly repayments will be reduced to smaller monthly payments. When you opt to make a partial repayment we will send you your payment schedule with the updated repayment amounts by email.

8. Missing payments

- 8.1. If you do not make your repayments in full by the due dates, then you could face serious consequences. We may send you a default notice, requiring you to pay any amounts outstanding by a certain date and if you fail to do so, we may terminate the Device Plan and demand payment of the full outstanding balance under this Device Plan.
- 8.2. It may also result in legal proceedings being issued against you to recover what you owe under this Device Plan. This could result in county court judgment being made against you if you do not make your repayments in full by the due dates. We may also use a debt collection agency to recover payment from you.
- 8.3. We may also report your default to credit reference agencies. Your default would be recorded on your credit reference file and could be viewed by other lenders and agency users who search your credit reference file. This may make it difficult for you and other members of your household to obtain credit in the future.
- 8.4. We may also take action against you under the terms of your Airtime Plan such as suspending some or all of the services provided under the Airtime Plan or ending the Airtime Plan (i.e. barring or disconnecting your airtime services).

9. Replacement Equipment

- 9.1. If we allow you to change your Equipment under our Returns Policy (available at www.vodafone.co.uk/returns) or your Equipment is replaced because it is faulty, and the repayments and total amount of credit under this Device Plan does not change, we will provide you with notice that this Device Plan will apply to your new Equipment and will be deemed to be amended accordingly.

10. Disabling your Equipment

- 10.1. In certain circumstances, such as where we receive your instructions to do so or we reasonably suspect fraud, we may disable or lock the Equipment. Please see the Equipment terms in your Airtime Plan for further details.

11. Statement of account

- 11.1. You have a right to receive, on request, and free of charge, at any time throughout the duration of this Device Plan, pursuant to section 77B of the Act, a statement of account in the form of a table, showing (a) the details of each repayment owing under the Device Plan; (b) the date on which each repayment is due, the amount and any conditions relating to the payment of the repayment; (c) a breakdown of each repayment showing how much comprises capital repayment, interest, and any other charges (if applicable).

12. Ending this Device Plan (consequence of default and missing payments)

- 12.1. In addition to the consequences if you miss payments under this Device Plan (see **8. Missing payments**, above) we shall be entitled, after we have given you any notice required by the Act, to terminate the Device Plan and demand immediate payment of all amounts you owe under this Device Plan, less any rebate you are entitled to under the Act, if:
- (i) you fail to make any repayment on its due date and then do not bring your payments up to date within 14 days of our written request;
 - (ii) you don't do something that you have to under this Device Plan;

- (iii) you do not remedy a breach under (i)-(ii) above within the period specified in a default or similar notice from us (in the case of a breach which can be remedied);
 - (iv) any information about you which you have provided proves incomplete or inaccurate in a material respect;
 - (v) you die;
 - (vi) you become bankrupt or make an arrangement with creditors.
- 12.2. You agree to pay us any charges or costs shown on the front of this Device Plan which may become payable by you, including our reasonable legal costs for enforcing this Device Plan.

13. Termination of Airtime Plan and early repayment or termination of Device Plan

- 13.1. If your Airtime Plan comes to an end (including if you or we terminate it), your Device Plan will be unaffected and you will be required to continue to make the repayments due under this Device Plan. Alternatively, you may choose to repay any outstanding repayments under this Device Plan.
- 13.2. If you repay your Device Plan early in full or the amount you owe is otherwise discharged before the end of the term set out in the Device Plan, you will be able to end your Airtime Plan at any time by informing us that you want to end the Airtime Plan. If you are within the minimum period of your Airtime Plan, you will not incur an early termination fee. You will however, need to ensure that you pay for any services you have used under the Airtime Plan up until the date it comes to an end.
- 13.3. Your Airtime Plan will continue until the end of the minimum period set out in the Airtime Plan in the event that:
- i) you repay your Device Plan in full at the end of the term; or
 - ii) Vodafone terminates your Airtime Plan or Device Plan. You will be required to continue to pay for services you receive and/or charges you incur under the Airtime Plan up until the end of the minimum period or until you or we terminate. Please refer to your Airtime Plan agreement for more information.

14. Notices

- 14.1. We'll send you notices about your Device Plan (including statements and notices of sums in arrears) by post or email (unless we are required to send you a notice by post). We'll send these to the most recent address we hold for you. We'll send you other communications about your Device Plan by post, voicemail, text or email.
- 14.2. You must notify us in writing as soon as possible and in any event within seven days of changing your name, address, telephone number or email address from the address provided by you in the Device Plan. We will not be responsible if you do not receive a communication because you have not provided us with your up to date details and you will still be responsible for making any repayment due.
- 14.3. Unless this Device Plan says otherwise, if you wish to send notice or any other communication to us then you must give us notice by calling 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply).
- 14.4. Any notice we send to you by post will be treated as having been received by you on the third working day (being Monday to Friday inclusive, excluding public holidays) following posting. All notices sent by email will be deemed received on the next working day.

15. Your rights

- 15.1. The credit provided under this Device Plan finances the supply of specific Equipment as described in the table above. If the Equipment or services are not supplied, or are supplied only in part, or do not conform with the Equipment terms of the Airtime Plan, you have the right to seek redress from us.

16. Supervisory authority

- 16.1. The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority for consumer credit activities which are regulated under the Act.
- 16.2. Vodafone Limited (company registration number 1471587) is authorised and regulated by the Financial Conduct Authority under firm reference number 712210.

17. What we do with your information

- 17.1. **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 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.
- 17.2. **Fraud prevention agencies.** The personal information we collect 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.

18. How to get in touch if you have a complaint or dispute

- 18.1. If you need to speak to us or have a complaint about your Device Plan, please contact us on:
Phone: 191 from your Vodafone mobile or 0333 3040 191 from a UK landline or mobile (standard call charges apply);
Post: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or
Website: www.vodafone.co.uk/complaints
- 18.2. 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 visiting www.vodafone.co.uk/complaints; or
 - (ii) have a right to complain to the Financial Ombudsman Service if we are unable to resolve any complaint to your satisfaction. You can contact the Financial Ombudsman Service by post at Exchange Tower, London E14 9SR, by telephone on 0800 023 4567 or by email to complaint.info@financial-ombudsman.org.uk. Website address: www.financial-ombudsman.org.uk.
- 18.3. If it is privacy related, please see www.vodafone.co.uk/privacy or you can contact us at data.protection@vodafone.co.uk.

19. Business customers

- 19.1. If you are a body corporate, a partnership or unincorporated association consisting of entirely corporate bodies or a partnership of four or more partners, this Device Plan is not regulated by the Act and any statement in the Device Plan about the Act, its consequences or any rights and protections which arise under the Act, do not apply to you. Any right set out in this Device Plan which is stated to arise under the Act, will apply to you on a contractual basis only.

20. General

- 20.1. We may transfer any of our rights and duties under this Device Plan to anyone at any time provided doing so does not adversely impact your rights under this Device Plan. We shall not be obliged to give you notice of the transfer. If we do transfer any of our rights, this will not alter your obligations or affect your rights in relation to this Device Plan including your rights (if any) under the Act.

- 20.2. Your Device Plan is personal to you and you will not be permitted to transfer this Device Plan to anyone else.
- 20.3. Other taxes or costs may exist that are not paid via us or imposed by us under this Device Plan.
- 20.4. If you breach the Device Plan and we choose not to enforce our rights at the relevant time, our rights under this Device Plan will not be affected if we decide to take action in relation to a continuing or further breach at a future point in time. For instance, if we allow you more time to make a payment; this will not affect our legal rights if you then fail to make that payment within the time period agreed for your Device Plan.
- 20.5. The laws of England and Wales will govern the terms of this Device Plan. Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This Device Plan, all information in relation to this Device Plan, and all of our communications with you during the duration of this Device Plan will be in English.

It is important that you have read and understood this Device Plan together with the Key Information, Pre-Contract Credit Information, and Airtime Plan before you sign this Device Plan.

If you have any questions about this Device Plan, or about the Key Information or Pre-Contract Credit Information, or if there is anything in your Device Plan that you do not understand, then you should contact us. Alternatively, if you want more information about your rights under this Device Plan, you should seek independent advice.

Signed for and on behalf of Vodafone Limited:



**Emanuele Tournon
Finance Director**

Date of signature: 24 June 2023

Signed by: Mrs. UNA PATERSON

Date of signature:

24 June 2023