

STANDARD TERMS & CONDITIONS

Consumer & Enterprise Services Agreement

Vodafone Group Plc · Incorporated in England & Wales · Company No. 1833679

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1. Introduction & Acceptance

These Standard Terms and Conditions ("Agreement") govern the relationship between Vodafone Group Plc ("Vodafone", "we", "us", "our") and any individual, company, or organisation ("Customer", "you", "your") accessing or using Vodafone's telecommunications, data, digital, and value-added services ("Services").

By activating a SIM card, registering an account, signing a service order form, or accessing any Vodafone Service, you confirm that you have read, understood, and agree to be legally bound by this Agreement. If you do not accept these terms, you must not use the Services and should contact Vodafone immediately to discuss your options.

1.1 Authority to Contract

If you are entering this Agreement on behalf of a company or other legal entity, you warrant that you have the authority to bind that entity. Any breach resulting from lack of authority shall remain your personal liability.

1.2 Age Requirement

You must be at least 18 years of age to enter into this Agreement. Vodafone reserves the right to require proof of identity and age at any time. Services shall not be provided to minors without the express consent of a parent or legal guardian acting as the account holder.

2. Definitions

For the purpose of this Agreement, the following terms shall have the meanings set out below:

- "Agreement" means these Standard Terms & Conditions together with any applicable Service-Specific Schedules, Order Forms, and Privacy Notice.
- "Charges" means all fees, tariffs, roaming charges, overage fees, and other amounts payable by you to Vodafone in connection with the Services.
- "Confidential Information" means any information disclosed by one party to the other that is marked as confidential or would reasonably be considered confidential in nature.
- "Contract Period" means the minimum period of commitment specified in your chosen plan or Order Form.

- "Device" means any handset, tablet, router, IoT device, or other equipment provided by or used in connection with the Services.
- "Force Majeure Event" means any event outside a party's reasonable control, including natural disasters, pandemics, government action, or infrastructure failure.
- "Network" means Vodafone's mobile and fixed telecommunications infrastructure and any third-party networks used to provide the Services.
- "Personal Data" has the meaning given to it in the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- "Regulatory Authority" means any competent national or supranational regulatory or governmental body with jurisdiction over telecommunications services.
- "Services" means all telecommunications, broadband, cloud, IoT, digital, and ancillary services provided by Vodafone under this Agreement.

3. Service Provision

3.1 Service Availability

Vodafone will use reasonable endeavours to provide the Services continuously and to a standard commensurate with industry norms. The Services are subject to the coverage, capacity, and technical limitations of the Network. Vodafone does not guarantee uninterrupted, error-free, or fault-free service.

3.2 Service Modifications

Vodafone reserves the right to modify, upgrade, suspend, or discontinue any part of the Services at any time. Where a modification is materially detrimental to you, Vodafone will provide no less than 30 days' prior written notice, during which time you may terminate the Agreement without penalty.

3.3 Quality of Service

Vodafone endeavours to maintain minimum quality of service (QoS) standards in accordance with applicable Ofcom guidelines. Technical parameters, including minimum download/upload speeds for fixed broadband services, are disclosed in your product description and may vary depending on network conditions, device capability, and geographic location.

3.4 Planned Maintenance

Vodafone may conduct planned maintenance that results in temporary service interruption. Where reasonably practicable, Vodafone will schedule maintenance during off-peak hours and provide advance notice via its website, app, or SMS alerts.

4. Customer Obligations

You agree to:

- Use the Services only for lawful purposes and in accordance with all applicable laws, regulations, and codes of practice.
- Not use the Services to transmit, store, publish, or distribute any content that is unlawful, fraudulent, threatening, defamatory, obscene, harassing, or otherwise objectionable.
- Not reverse-engineer, decompile, or attempt to extract the source code of any Vodafone software, platform, or technology.
- Not resell, redistribute, or commercially exploit the Services without Vodafone's prior written consent.
- Maintain reasonable physical and digital security over your account credentials and Devices.
- Promptly notify Vodafone of any suspected unauthorised use of your account, lost or stolen SIM cards, or Devices.
- Ensure that any Device you use is technically compatible with the Network and is not unlawfully modified, tampered with, or "jailbroken".

- Comply with Vodafone's Acceptable Use Policy (AUP) as published at www.vodafone.com/aup and updated from time to time.

5. Charges, Billing & Payment

5.1 Billing

Vodafone will issue invoices monthly (or as otherwise agreed in your plan). Invoices will be delivered electronically to your registered email address or made available in the Vodafone app. You are responsible for ensuring your billing details remain accurate and up to date.

5.2 Payment Terms

Payment is due within 14 days of the invoice date unless otherwise specified in your plan or Order Form. Vodafone accepts payment by direct debit, credit/debit card, and other methods as published on the Vodafone website. You authorise Vodafone to collect amounts due via your nominated payment method.

5.3 Late Payment

In the event of non-payment by the due date, Vodafone may: (a) charge interest at 2% above the Bank of England base rate per annum on overdue sums; (b) restrict or suspend the Services; and (c) refer the debt to a third-party collection agency. Suspension of Services does not negate your obligation to pay outstanding Charges.

5.4 Disputed Invoices

If you believe an invoice is incorrect, you must notify Vodafone in writing within 30 days of the invoice date. You must pay the undisputed portion of the invoice by the due date. Vodafone will investigate disputes in good faith and provide a written response within 21 days.

5.5 Price Changes

Vodafone may increase recurring Charges once per year in line with the Consumer Price Index (CPI) as published in the preceding January, plus an additional amount not exceeding 3.9 percentage points. Vodafone will provide not less than 30 days' prior notice of any price increase via bill, email, or SMS.

6. Contract Period & Termination

6.1 Minimum Contract Period

Your Agreement commences on the date of activation or signing and continues for the Contract Period specified in your plan. After the Contract Period, the Agreement will automatically roll over on a 30-day rolling basis unless terminated by either party in accordance with this section.

6.2 Termination by Customer

You may terminate this Agreement by providing Vodafone with 30 days' written notice (or as otherwise specified in your plan). If you terminate during the Contract Period, an Early Termination Charge (ETC) may be payable. The ETC will be calculated as the sum of the remaining monthly charges for the unexpired Contract Period, less a 3% discount per remaining month.

6.3 Termination by Vodafone

Vodafone may terminate this Agreement with immediate effect if: (a) you materially breach this Agreement and fail to remedy the breach within 14 days of written notice; (b) you become insolvent, enter administration, or are unable to pay your debts as they fall due; (c) you use the Services fraudulently or for unlawful purposes; or (d) as required by a Regulatory Authority or court order.

6.4 Effect of Termination

Upon termination, you must: (i) immediately cease using the Services; (ii) return any Vodafone-owned equipment in good working condition; and (iii) pay all outstanding Charges, including applicable ETCs. Provisions of this Agreement that by their nature should survive termination (including Sections 9, 10, and 12) shall continue in full force.

7. Privacy & Data Protection

7.1 Data Controller

Vodafone Group Plc is a data controller in respect of Personal Data collected in connection with the Services. Vodafone processes Personal Data in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations (PECR).

7.2 Data Processing

Vodafone collects and processes Personal Data for the following purposes: (a) provision and improvement of the Services; (b) billing and account management; (c) fraud detection and prevention; (d) customer support; (e) legal and regulatory compliance; and (f) marketing communications (subject to your preferences).

7.3 Data Retention

Vodafone retains Personal Data only for as long as necessary to fulfil the purposes for which it was collected, or as required by law. Network traffic and location data are generally retained for no longer than 12 months, unless retention is required by applicable law enforcement or judicial order.

7.4 Your Rights

You have the following rights in respect of your Personal Data: right of access; right to rectification; right to erasure; right to restriction of processing; right to data portability; and right to object to processing. To exercise any of these rights, contact Vodafone's Data Protection Officer at dpo@vodafone.com.

7.5 International Transfers

Where Personal Data is transferred outside the UK or European Economic Area, Vodafone ensures appropriate safeguards are in place, including Standard Contractual Clauses approved by the relevant Supervisory Authority.

8. Intellectual Property

All intellectual property rights in the Services, Network, software, platforms, trade marks, and related materials are and shall remain the exclusive property of Vodafone Group Plc or its licensors. Nothing in this Agreement transfers any intellectual property rights to you.

You are granted a limited, non-exclusive, non-transferable, revocable licence to use the Services solely for your personal or internal business purposes. You must not copy, modify, adapt, or create derivative works from any Vodafone intellectual property without prior written consent.

9. Limitation of Liability

9.1 Exclusion of Consequential Loss

To the fullest extent permitted by law, Vodafone shall not be liable for any: (a) loss of profits; (b) loss of business or contracts; (c) loss of data; (d) loss of anticipated savings; (e) indirect or consequential losses; or (f) reputational damage, arising out of or in connection with this Agreement.

9.2 Cap on Liability

Vodafone's total aggregate liability to you in any 12-month period, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Charges paid by you to Vodafone during that same 12-month period.

9.3 Consumer Rights

Nothing in this Agreement limits or excludes Vodafone's liability for: (a) death or personal injury caused by Vodafone's negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot be excluded or limited under applicable law, including the Consumer Rights Act 2015.

10. Confidentiality

Each party agrees to keep confidential any Confidential Information received from the other party and not to disclose it to any third party without the prior written consent of the disclosing party, except: (a) to employees, agents, or contractors who need to know the information for the purpose of providing or receiving the Services; (b) as required by law, regulation, or court order; or (c) where the information is or becomes publicly available through no fault of the receiving party.

This obligation of confidentiality shall survive the termination of this Agreement for a period of five (5) years.

11. Regulatory Compliance

11.1 Applicable Laws

Both parties shall comply with all applicable laws and regulations, including but not limited to: the Communications Act 2003; the General Data Protection Regulation; the Electronic Communications Code; Ofcom's General Conditions of Entitlement; and any applicable EU Directives implemented in national law.

11.2 Sanctions & Export Control

You acknowledge that the Services may be subject to UK, EU, and US export control and sanctions regulations. You warrant that you are not a Restricted Party and that you will not use the Services in connection with any sanctioned country, entity, or individual as determined by applicable sanctions authorities.

11.3 Anti-Bribery

Both parties shall comply with the UK Bribery Act 2010 and all applicable anti-bribery and anti-corruption laws. Neither party shall offer, give, request, or receive any bribe, kickback, or improper payment in connection with this Agreement.

12. Dispute Resolution

12.1 Informal Resolution

In the event of a dispute, the parties shall first attempt to resolve the matter through good faith negotiations. Either party may escalate the dispute to senior management if informal discussions fail to produce a resolution within 20 Business Days.

12.2 Alternative Dispute Resolution

If informal resolution is unsuccessful, consumer customers may refer the dispute to Vodafone's approved Alternative Dispute Resolution (ADR) provider, CISAS (Communications and Internet Services Adjudication Scheme), free of charge. Details available at www.cisas.org.uk.

12.3 Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Subject to the ADR provisions above, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with this Agreement.

13. General Provisions

13.1 Entire Agreement

This Agreement, together with any applicable Schedules, Order Forms, and the Vodafone Privacy Notice, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior representations, agreements, and understandings, whether written or oral.

13.2 Amendments

Vodafone may amend this Agreement by providing not less than 30 days' prior written notice. Continued use of the Services after the effective date of an amendment constitutes your acceptance of the revised terms. Where an amendment is materially detrimental, you may terminate without penalty within the notice period.

13.3 Assignment

You may not assign, transfer, or novate this Agreement or any of your rights or obligations hereunder without Vodafone's prior written consent. Vodafone may assign this Agreement to any affiliate, successor in title, or purchaser of substantially all of its business assets without notice.

13.4 Severability

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining provisions shall continue in full force and effect.

13.5 Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy.

13.6 Force Majeure

Neither party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected party: (a) notifies the other party promptly upon becoming aware of the Force Majeure Event; and (b) uses reasonable endeavours to mitigate the impact and resume performance as soon as practicable.

13.7 Notices

All formal notices under this Agreement must be in writing and delivered by: (a) email to the address registered on your account or to legal@vodafone.com; (b) recorded post to Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, United Kingdom; or (c) hand delivery to Vodafone's registered office. Notices shall be deemed received: by email, on the next Business Day after transmission; by post, 48 hours after posting.

14. Contact Information

Customer Service	0808 400 8408 (free from Vodafone mobiles)
Business Support	0800 783 2710
Email	support@vodafone.co.uk
Live Chat	www.vodafone.co.uk/contact
Registered Office	Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

DPO Contact	dpo@vodafone.com
ADR Provider	CISAS – www.cisas.org.uk
Ofcom	www.ofcom.org.uk 0300 123 3333

ACCEPTANCE & SIGNATURE

By signing below (or by activating the Services), you acknowledge that you have read, understood, and agree to be legally bound by these Standard Terms and Conditions.

For and on behalf of the Customer:

For and on behalf of Vodafone Group Plc:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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