**Terms & Conditions**

The following Terms and Conditions apply from the 31st August 2018

We know you hate it, we do too, but here's the small print.

We ask you to accept these Terms and Conditions when you order your SIM card and your activation of the Service means that you accept them.

We'll keep these Terms and Conditions up-to-date at [**giffgaff.com**](http://www.giffgaff.com/) at the link at the bottom of every page. If we make a significant change, we’ll contact you to let you know or post information on our [**Forum**](https://community.giffgaff.com/t5/custom/page/page-id/ForumIndex).

Here’s a summary of some important terms:

* If you have a goodybag or gigabag, your inclusive allowance covers standard mainland UK calls, texts and data and roaming within the EU and selected destinations for periodic travel, subject to our [**Fair Usage Guidelines**](https://www.giffgaff.com/fair-usage-while-roaming). Special numbers and services (such as roaming charges, international calls, premium rate numbers and some 08 numbers) are not included. Sometimes the allowances may change, but we’ll always let you know in advance if they do. Check [**giffgaff.com**](https://www.giffgaff.com/) for more details about Charges and our latest rates so you know how much your usage will cost you.
* Our Service isn’t available everywhere in the UK. You can check predicted network coverage in your area by using our [**Network Service Checker**](https://www.giffgaff.com/coverage-and-service). The Services are not fault-free and the speed and quality of your connection, for example, can be affected by things like the thickness of the walls of the building you’re in, technical issues and the number of members near you trying to access the Services at the same time. We’ll carry out maintenance on the Network from time to time. We use reasonable skill and care in providing you with the Services and will attempt to re-perform disrupted Services when possible.
* Content on your device can sometimes contain minor defects or bugs, so it’s a good idea to always keep your Content up-to-date.
* If we believe you’re using the Service fraudulently, illegally, in a way that harms our Network or the experience of others, or for business use (amongst other things) we will cancel your Service.

Contents:

[**1.Explanation of Certain Words**](https://www.giffgaff.com/terms#ExplanationofCertainWords)

[**2. Provision of Service**](https://www.giffgaff.com/terms#ProvisionofService)

[**3. Your use of the Service**](https://www.giffgaff.com/terms#YouruseoftheService)

[**4. The Charges**](https://www.giffgaff.com/terms#TheCharges)

[**5. Airtime credit and Auto Top-up**](https://www.giffgaff.com/terms#Airtime)

[**6. Bundles**](https://www.giffgaff.com/terms#Bundles)

[**7. Earning Payback Points through Participation**](https://www.giffgaff.com/terms#Payback)

[**8. Our Website**](https://www.giffgaff.com/terms#OurWebsite)

[**9. Device Orders**](https://www.giffgaff.com/terms#DeviceOrders)

[**10. giffgaff Member lending scheme**](https://www.giffgaff.com/terms#giffgaffMember)

[**11. Internet Access**](https://www.giffgaff.com/terms#InternetAccess)

[**12. Limitation of Liability**](https://www.giffgaff.com/terms#LimitationofLiability)

[**13. Cancellation Rights**](https://www.giffgaff.com/terms#Cancellation)

[**14. Mobile phone locking**](https://www.giffgaff.com/terms#MobileLocking)

[**15. Promotions**](https://www.giffgaff.com/terms#Promotions)

[**16. Changes to these Terms and Conditions**](https://www.giffgaff.com/terms#TermsandConditions)

[**17. Use and Disclosure of Information**](https://www.giffgaff.com/terms#UseandDisclosure)

[**18. General**](https://www.giffgaff.com/terms#General)

[**19. How to Contact Us**](https://www.giffgaff.com/terms#Howto)

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Explanation of Certain Words**

1.1. In these Terms and conditions:

**"Account"**  
means the giffgaff account which records details of the amount of airtime balance you have, from time to time;

**"Affiliates"**  
means Means members or companies who have officially join or become attached to giffgaff;

**"AIT"**  
means Artificially Inflated Traffic, which occurs where the flow of calls, texts or data, which could be in connection with a revenue share service, is disproportionate to the flow of calls, texts or data that would be expected from good faith commercial practice and usage of the Network;

**"Auto Top-up"**  
means a recurring payment method that enables you to automatically top up the credit on your Account by an amount that you have previously selected;

**"Blog"**  
means the [**community blog webpage**](http://community.giffgaff.com/t5/Blog/bg-p/giffgaff) on giffgaff.com;

**"Bundle"**  
means a certain Service allowance for use in conjunction with a SIM Card and a mobile phone device as may change from time to time and as described on [**giffgaff.com**](https://www.giffgaff.com/);

**"Charges"**  
means all the prices associated with the Service as described on [**giffgaff.com;**](https://giffgaff.com/)

**"Community Guidelines"**  
means the guidelines regulating your involvement in the giffgaff community as published [**here;**](http://giff.ly/ggreadfirst)

**"Content"**  
means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by content providers from time to time;

**“EU and selected destinations”**  
means Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Vatican City;

**"Forum"**  
means the [**community forum webpage**](http://community.giffgaff.com/) on giffgaff.com;

**"gigabag"**  
means a data-only Bundle;

**"goodybag"**  
means a Bundle including minutes, texts and data;

**"GSM Gateway"**  
means a device (not designed or adapted to be capable of being used whilst in motion) designed or adapted to be connected by wireless telegraphy to the Network or the cellular telecommunications system of another Network operator and used solely for the purpose of sending or receiving messages conveyed by means of the Network or the cellular telecommunications system of another Network operator;

**"Intellectual Property Rights"**  
means: (i) any (and any rights subsisting in any) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights

**"Member"**  
means an individual engaged in the giffgaff community and a user of the Service;

**"Member Services"**  
means the agents who support Members in their use of the Service, whose contact details are found on [**giffgaff.com;**](https://giffgaff.com/)

**"Network"**  
means the cellular telecommunication system run by Telefónica UK Limited;

**"Participation"**  
means such involvement in giffgaff’s Member community as giffgaff may, from time to time, deem eligible for award of Payback Points, as described in more detail in the Community Guildelines;

**"Payback Date"**  
means the date on which Members receive Payback Points, such date to be specified by giffgaff from time to time;

**"Payback Points"**means the points you are awarded by us for your Participation;

**"Phone"**  
A device that is able to make and receive GSM voice and text calls;

**"Queued Bundle"**  
means a Bundle that has been paid for in advance by a Member, on a one-off basis, to automatically apply on expiry of the Member’s current Bundle;

**"Recurring Bundle"**  
means a Bundle that has been requested by a Member to recur automatically each time the Member’s existing Bundle expires;

**"Rights"**  
means copyright, trademark and other relevant proprietary and Intellectual Property Rights relating to Content;

**"Service"**  
means any or all of the following services: airtime service enabling you to make or receive calls and to send and receive data (via, for example, WAP, GPRS, 3G or 4G) by means of the Network, the ability to send and receive email via the Internet, the ability to access information from the Internet, the ability to access and use the giffgaff blog or forum, and any additional services we agree to provide to you;

**"SIM Activation"**  
means the process of creating an Account, making your first top-up or Bundle purchase and activating a SIM Card online at [**giffgaff.com;**](https://giffgaff.com/)

**"SIM Card"**  
means a card or other device provided to you by giffgaff and bearing a unique telephone number programmed to allow a mobile device to access the Service;

**"Spread giffgaff"**  
means a type of Participation whereby a Member orders a SIM Card via another Member, who then qualifies for Payback Points on activation of that SIM Card;

**"Tablet"**  
A device that is not able to make and receive GSM voice and text calls;

**"Terms and Conditions"**  
means these terms and conditions;

**"We", "us", “giffgaff” and "our"**  
means giffgaff Limited, 260 Bath Road, Slough, Berkshire, SL1 4DX; and

**"You"**  
means the Member to whom the Terms and Conditions apply, and it includes a person who we reasonably believe is acting with your authority.

1.2. [**giffgaff.com**](https://giffgaff.com/) contains explanations, definitions, notes and conditions which form part of these Terms and Conditions.

1.3. The Service and any offers, competitions, prize draws, promotions and/or trials made available by us from time to time may be subject to supplemental terms as advertised in our marketing literature and/or as set out on [**giffgaff.com.**](https://giffgaff.com/) Please check [**giffgaff.com**](https://giffgaff.com/)regularly as any such terms may be updated from time to time, and your participation in any such offer, promotion and/or trial will mean you have accepted such terms.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Provision of Service**

2.1 We will provide the Service to you, and you will be entitled to the quality of Service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care. However, the Service is not fault free and we will not be liable to you if it is impaired by geographic, atmospheric, Network traffic or other conditions or circumstances beyond our control, including but not limited to the following:

* + - * a) The Service is subject to Network coverage and is not available in all parts of the United Kingdom, the EU and selected destinations or in all other countries; and
      * b) The Network may from time to time require upgrading, modification, maintenance or other work which may result in partial or complete non-availability of the Service.

2.2. We may exercise our discretion, using reasonable skill and care, to refuse to provide any part of the Service to you. This may involve barring certain numbers from the Service on a temporary or permanent basis, in circumstances where it is necessary for us to do so.

2.3. We will use reasonable endeavours to maintain Content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. You accept that we will not be liable for any action you take in reliance on Content as a condition of us allowing you access to such Content.

2.4. giffgaff (or our agents where relevant) reserve the right to:

* + - * a) Restrict access to certain elements of the Service due to age restrictions; and
      * b) Vary Content and/or the technical specification of Service from time to time.

2.5. Occasionally we may need to:

* + - * a) Alter the number of your mobile phone, or any other name, code or number associated with the Service for reasons beyond our control such as where requested to do so by a governmental authority or regulatory body or where we reasonably believe that the alteration will enhance your use of the Service. If this is the case we will give you reasonable notice; and/or
      * b) Temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for your security.

2.6. We will provide you with a SIM Card which shall remain, at all times, our property.

2.7. Maximum call duration is 9 hours.

2.8. Some elements of the Service (including, but not limited to 4G service set-up) may require activation following purchase, which may take up to 24 hours.

2.9. You may only use our services in the EU and selected destinations for periodic travel, like holidays or short breaks. If you’re not genuinely using our services for periodic travel we may have to charge you for, or suspend you from, using our services in the EU and selected destinations.

2.10. The countries covered in the EU and selected destinations may change from time to time and do not include Monaco, Jersey, Guernsey, Isle of Man and Switzerland. Please see our roaming page for details of what countries are included in the EU and selected destinations.

2.11. We may cap your data allowance in the EU and selected destinations. Any use in excess of these caps will be charged at 0.6p. For data level of cap and rates to be charged see our roaming page.

2.12. In the EU and selected destinations, making calls or sending texts to premium rate numbers, directory service numbers and some non-geographic numbers (which can vary over time) aren’t included.

2.13. All use of our services will be subject to our Fair Usage Guidelines. We may suspend or terminate your access to our services in the event that you breach our Fair Usage Guidelines.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Your use of the Service**

3.1. You may only use Content in a way that does not infringe the Rights of others and you must comply with all other instructions issued by us regarding use of Content. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than in compliance with such instruction. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of Content for your personal use only.

3.2. You are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. We will not be a party to or in any way responsible for any transaction concerning third party goods and services, except in the case of negligence on our part.

3.3. You must provide us with a current email address and you must maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your email mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

3.4. To use some of our Services, for example mobile internet, data, picture messages and text messages, you will need to ensure your mobile device is compatible and enabled.

3.5. Your use of the Services must be for your private, personal and non-commercial purposes. You may only use a device with an IMEI number associated with it on the Network and you will not use or permit anyone else to use your SIM Card:

* + - * a) For any form of automated usage of mobile services;
      * b) In such a way that adversely impacts the service to other giffgaff Members;
      * c) Fraudulently, illegally or in breach of any law or statutory duty;
      * d) To make a call or send a message, to take a picture or video or send, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax, in breach of any Rights or privacy or otherwise unlawful;
      * e) To cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
      * f) Other than in accordance with acceptable use policies of any connected Networks and any relevant Internet standards;
      * g) To generate AIT;
      * h) via a GSM Gateway so that the Service is provided via the GSM Gateway to third parties; or
      * i) To persistently send unsolicited communications,

and you shall, at all times:

* + - * k) Ensure the information you have provided to us in Participation or otherwise is accurate and up-to-date; and
      * l) Comply with these Terms and Conditions, our Privacy Policy and Community Guidelines and any other supplemental terms and conditions which may be set out in marketing material or on giffgaff.com from time to time;
      * m) Ensure any Participation you undertake is done in a manner compliant with all law and regulation, does not generate any serious complaint about you (whether or not it is ultimately proven) and in such a way as to not bring giffgaff into any disrepute;
      * n) Not do anything or permit anyone else to do anything which we reasonably think adversely impacts the Service to other giffgaff Members or may adversely affect the Network; and
      * o) Not be abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards the giffgaff community, our employees, agents or property.

If giffgaff reasonably suspects you are not acting in accordance with the conditions of this clause, giffgaff reserves its right to impose standard Charges and/or Network protection controls (which may reduce your speed of transmission); remove a Bundle and/or Payback Points from your account or block access to the Internet at any time; prevent you from purchasing further Bundles; remove any free minutes allocated to you; stop your entitlement to Payback Points; and/or bar or suspend your SIM Card from the Service.

3.6. If your SIM Card is lost, stolen, damaged or destroyed or used without your authority, you will contact giffgaff immediately and cooperate with us in our reasonable security and other checks. We reserve the right to bar or suspend your SIM Card where we reasonably suspect it has been lost or stolen.

3.7. You must tell us immediately by emailing [**datacontroller@giffgaff.co.uk,**](mailto:datacontroller@giffgaff.co.uk) if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

3.8. If you do not want your number displayed on receiving mobile phones, Key 141 before the number you wish to call. Otherwise you agree that we may allow the display of your telephone number on receiving handsets. Your number will be disclosed in relation to calls you make to emergency services.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **The Charges**

4.1. In return for your payment of the Charges we will provide you with the applicable Service.

4.2. You can purchase access to the Service in various ways, including via:

* + - * a) Purchase of one-off airtime credit;
      * b) Setting your Account to Auto Top-up;
      * c) Buying a one-off Bundle;
      * d) Setting your Account to apply a Queued Bundle; and/or
      * e) Setting your Account to apply Recurring Bundles.

4.3. You can pay the Charges using a giffgaff-approved top-up voucher, PayPal or debit or credit card that giffgaff accepts. By using PayPal or debit or credit card you confirm it is yours or you have permission from the account holder or cardholder to use it.

4.4. You can make free UK calls, texts, call forwarding and video calls to other Members subject to you topping-up or purchasing a Bundle using a credit/debit card or voucher once every 3 months. Such calls are at no extra cost for the first 60 minutes per call, after which the call will be charged using Charges applicable to standard non-giffgaff UK mobile pricing.

4.5. We may increase or decrease the Charges at any time (including the introduction of prices for aspects of the Service previously provided at no extra cost). Where we increase the Charges significantly for the elements of the Service you are using we will notify you before the changes become effective by email and/or text.

4.6. If you pay for a Service by way of Auto Top up, Queued Bundle or Recurring Bundle you must ensure your PayPal, debit or credit card detail on your Account are kept up to date at least 24 hours in advance of application of any attempted top-up or new bundle. You can cancel any of these options (and obtain a refund in respect of a pre-paid queued bundle) by requesting cancellation at least 24 hours prior to its application, on your account at giffgaff.com

4.7. It is your responsibility to ensure your PayPal, debit or credit card account has sufficient funds to pay for the Charges. We shall not be responsible for any additional charges which may be imposed on you by your bank or card issuer.

4.8. We reserve the right to block or bar your SIM Card if we have reasonable cause to suspect fraudulent use of a PayPal account, credit or debit card.

4.9. We shall have no liability to you in respect of any loss incurred as a result of delayed or incorrect airtime credit top-up, Auto Top-up or Bundle payment.

4.10. If you purchase a Bundle while actively using your airtime credit top-up for Services, please restart your device to ensure your Bundle is used to provide Services to you instead of your airtime credit top-up

4.11. Refunds can only be processed to a saved, valid debit or credit card. PayPal refunds can only be processed to the account used for payment and not a different PayPal address.

4.12. Roaming pricing applies when your SIM Card is used outside of the UK.

4.13. If your SIM Card is lost or stolen:

* + - * a) It shall be your responsibility to contact us as soon as possible, and to cancel any Auto Top-up, Queued Bundle or Recurring Bundle associated with your Account; and
      * b) We shall have no obligation to refund you in respect of any airtime credit or active Bundle on your Account.

4.14. You may be charged to receive certain premium rate text messaging services and multimedia messaging services. We will not notify you of charges for premium rate services operated by third parties.

4.15. Unless otherwise stated, a one minute minimum call Charge will apply to all chargeable calls. All calls are charged in one second increments after the first minute.

4.16. Charges include VAT unless otherwise stated.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Airtime credit and Auto Top-up**

5.1. If you select an Auto Top-up option, payment for the pre-selected top-up credit amount will be taken each time your Account credit balance falls beneath £3.00 and we will then notify you the Auto Top-up has been applied by text and email.

5.2. Where you are using airtime credit, each time you use the Service, your airtime credit will be reduced according to the duration and type of call/message or the amount of data used by reference to the Charges.

5.3. Once credit is applied to your Account, we have no obligation to refund it to you.

5.4. We shall be entitled to suspend or terminate your Auto Top-up selection at any time, for any reason, and will give you reasonable notice of this where possible.

5.5. The maximum amount of available airtime balance possible per SIM is £350

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Bundles**

6.1. We recommend that you activate all of the Bundles which you purchase without delay in order to minimise the likelihood of their terms and/or allowance changing between purchase and activation.

6.2. A Bundle lasts for a month, starting from the moment you successfully make your purchase (i.e. the day of purchase counts as one full day, regardless of the time of purchase, and is included in the monthly period) and the Bundle is allocated to your Account. If you have any remaining Service allowance at the end of this monthly period it will expire and will not be rolled-over into the next month.

The day you first purchase a goodybag is your “goodybag initial purchase date” and it will expire at 23.59 the day before the corresponding day next month. If your goodybag initial purchase date is on a day not contained in the next month, your goodybag will expire on the closest possible day in that month and (if you have a recurring or queued goodybag) will start the next day. For example, if you purchase a goodybag on 31 January, it will run until 23.59 on 28 February and (if you have a recurring or queued goodybag) will start again on 1 March.

6.3. Where you have an active Bundle on your Account, each time you use the Service, your Bundle allowance will be reduced according to the duration and type of call/message or the amount of data used.

6.4. Standard out-of-Bundle Charges apply where you have used up any of your Bundle Service allowances and continue to use the associated Service. From time to time, giffgaff may provide functionality to allow you to purchase a new Bundle early. If you elect to take this option your existing Bundle allowance shall be replaced by a new Bundle allowance.

6.5. Bundle Service allowances for calls and texts are for standard UK mobile numbers or standard UK landlines (starting 01 or 02 or 03) only. Picture or video messages and call forwarding are excluded unless otherwise stated. Calls and text messages to other numbers may be charged at out-of-Bundle rates as set out in the Charges.

6.6. We reserve the right to remove or vary the terms and/or allowance of any Bundle (activated or not) from time to time where reasonably necessary (e.g. to improve the service you receive or to manage our costs). Where we vary the terms and/or allowance of a Bundle you are using to your disadvantage, we will notify you of this by text message and/or email 30 days prior to the change. For queries/complaints go to [**www.giffgaff.com/support/ask**](https://www.giffgaff.com/support/ask).

6.7. Please note that you will be unable to cancel or claim any refund in respect of a Bundle once it has been activated on your Account. Your legal rights are unaffected.

6.8. From your third goodybag purchase onwards, or from your next goodybag purchase onwards if you’ve already purchased three or more goodybags in the time you’ve been a Member, you’ll receive an extra 1 GB of data free on all goodybags worth £10, £12, £15, £20.

6.9. Bundle allowance details and associated terms can be found on [**giffgaff.com**](https://www.giffgaff.com/).

**Additional terms in respect of Queued Bundles**

6.10. Payment for each Queued Bundle will be taken at the time of purchase, not at the time the Bundle is activated on your Account.

6.11. If you buy a Bundle when another Bundle is active, and if you have used part of your Bundle allowance (as giffgaff may determine) you may have the option of making the new Bundle a Queued Bundle, to be applied once the existing Bundle period expires. Under certain circumstances, you may also start the new Bundle early as outlined in Clause 6.3.

**Additional terms in respect of Recurring Bundles**

6.12. Payment for each Recurring Bundle will be taken each time a new Bundle is activated on your Account, at which point we will notify you such payment has been taken text and email.

6.13. We shall be entitled to suspend, terminate or change your Recurring Bundle selection at any time, for any reason, and will give you reasonable notice of this where possible. Where we are changing your Recurring Bundle selection to your disadvantage, we will notify you of this by text and/or email.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Earning Payback Points through Participation**

7.1. If you engage in the giffgaff community through Participation, you may be eligible for Payback Points which can be converted into pounds sterling and:

* + - * a) Used to buy airtime credit for your Account;
      * b) Where value is at least £10, transfer them to your PayPal account; or
      * c) Donated to the giffgaff community’s chosen charity.

7.2. We calculate the Payback Points due to you over certain periods as described on giffgaff.com and as may change from time to time (the “**Payback Period**”). Following such calculation we shall let you know how many points you have earned and tell you how long you have to decide which of the options described at Clause 7.1 you wish to choose (“**Selection Period**”).

7.3. We will begin to process Member choices as specified on giffgaff.com and endeavour to complete such processing within 15 days of the end of the Selection Period.

7.4. If you do not notify us how you want to use your Payback Points within the Selection Period, any Payback Points you have accumulated during the last Payback Period shall roll-over into the following Payback Period. Such roll-over only applies once and any Payback Points which have previously rolled over shall be removed from your Account.

7.5. To qualify for Payback Points you must have an active SIM Card at the Payback Date and have successfully made a connecting call or SMS to any mobile or used mobile internet at least once in the 3 months prior to end of the relevant Payback Period.

7.6. If you select a PayPal transfer, you are responsible for providing us with valid PayPal account details. If there is a refund generated from the member-side back to giffgaff the full amount will not be rolled over or paid to a different PayPal address.

7.7. We may suspend or discontinue the Payback Points scheme at any time. In this event we will provide notice on [**giffgaff.com.**](https://giffgaff.com/) You would stop accruing Payback Points but if you are eligible for a payback before the suspension or discontinuation of the Payback Points scheme, we will honour it.

7.8. If your Account becomes inactive (through closure or porting of your mobile telephone number) your Payback Points will be removed.

7.9. You are responsible for any tax implications resulting from your Participation.

7.10. giffgaff's decision as to the value of your Payback is final and no correspondence will be entered into.

**Spread giffgaff**

7.11. In order to qualify for Payback Points under Spread giffgaff Participation:

* + - * a) You must ensure SIM Cards you distribute are only activated by an individual eligible to become a giffgaff Member under these Terms and Conditions, who has not previously been a Member and who intends to be a regular user of the Service, complying with these Terms and Conditions on an ongoing basis (the “**New Member**”);
      * b) The New Member must:
        + i. register their details as required to open a new Account; and
        + ii. not be barred or disconnected by us from using the Service before the end of the then current Payback Period; and
      * c) you must only have distributed SIM Cards through:
        + iv. your own physical distribution;
        + v. sending a SIM Card directly to a known address in respect of which you have any necessary authorisation required to send such SIM Card; and/or
        + vi. requests made of you through social media or your own website that you control.

7.12. All new Members will get an additional £5 bonus credit if they use any of the Spread giffgaff promotion methods described in Clause 7.11(c) of these Terms and Conditions within six weeks (42 days) of activating their own SIM Card. The £5 bonus credit will only be applied to the first Spread giffgaff activation that takes place during such six week period. The credit will be applied within five working days of the Spread giffgaff activation.

7.13. We reserve the right to remove or not award Payback Points where:

* + - * a) you have Participated in Spread giffgaff other than in compliance with Clause 7.11 above;
      * b) multiple SIM Cards have been activated or used in the same device;
      * c) where the New Member hasn’t used or continued to top-up their Account (as we may consider in our sole discretion);
      * d) you have used methods of promotion or distribution, or related strategy, that we (in our sole discretion) consider inappropriate, which shall include, but not be limited to:
        + i. infringing or violating trademark or other rights of giffgaff or any third party;
        + ii. using promotional content other than provided to you by giffgaff which we deem inappropriate (and you shall forward any claims or complaints you may receive in connection with any promotional content to giffgaff immediately, and remove it immediately upon giffgaff's request);
        + iii. giffgaff does not allow affiliates to bid on brand terms, nor are affiliates allowed to use these within a display URL in any PPC advertising. This also includes misspellings of the brand. Affiliates are now permitted to link directly to giffgaff’s site. You must not bid on any terms relating to any competitor of giffgaff. Any affiliates found to be doing so will be removed from the programme or not been awarded Payback points.using sites that include a giffgaff trademark, or the terms ‘giffgaff’, ‘giff-gaff’ or any variation thereof in the main URL structure (i.e. http://www.giffgaff-sim-cards.co.uk/). You may include giffgaff as part of a subdirectory (i.e. example.com/giffgaff), or a subdomain (i.e. giffgaff.example.com);
        + iv. giffgaff reserves the right to approve affiliates on exceptional cases to bid on relevant keywords. Explicit approval is required and all keywords must be pre-approved by giffgaff but on after direct written approval from giffgaff.
        + v. using sites that include a giffgaff trademark, or the terms ‘giffgaff’, ‘giff-gaff’ or any variation thereof in the main URL structure (i.e. http://www.giffgaff-sim-cards.co.uk/). You may include giffgaff as part of a subdirectory (i.e. example.com/giffgaff), or a subdomain (i.e. giffgaff.example.com);
        + vi. impersonating giffgaff or promoting giffgaff in any way, including, but not limited to, via graphical images, logos, text or editorial copy, press releases or marks, that (i) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, giffgaff; (ii) is misleading, defamatory, libellous, obscene, or otherwise objectionable; (iii) infringes, derogates, dilutes, or impairs the rights of giffgaff or any third party; (iv) refers to giffgaff but is used as part of a name of a product or service of a company other than giffgaff; or (v) is used in any other manner inconsistent with these terms and conditions or with any provision of law. We may at our discretion ask you to modify your promotional material or clearly state that your site is not official and to include links to [**giffgaff.com.**](https://giffgaff.com/)
        + vii. using sexually explicit materials or hate/ violent/ offensive content;
        + viii. promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
        + ix. promoting illegal activities or otherwise, violate any applicable laws (this includes SPAM). If you want to send out any emails that advertise or promote giffgaff, you will need giffgaff's approval. Emails or other communications must comply with all applicable law including laws relating to data protection and privacy and electronic marketing
        + x. not clearly stating an online privacy policy to visitors to a site;
        + xi. using fraudulent means to prompt clicks; or
        + xii. anything else which we might consider inappropriate and/or likely to bring giffgaff into disrepute.

7.14. We will keep our right, title and interest in the giffgaff names, logos, trademarks, service marks and copyrights, including those that we may use or develop in the future. Any goodwill resulting from your use of giffgaff's name, logos, trademarks, service marks and copyright will not create any right, title or interest for you as a distributor of SIM Cards.

7.15. You will maintain the quality of your distribution services at a level satisfactory to giffgaff and notifying giffgaff of any problems with your participation in this distribution promotion. You shall provide us, on request, with any information we may reasonable require from time to time in connection with your distribution activity.

7.16. You confirm that:

* + - * a) your promotion of giffgaff does not (i) infringe on giffgaff's or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable laws or regulations; (iii) contain defamatory or libellous material; (iv) contain lewd, pornographic or obscene material; (vii) contain viruses, Trojan horses, or other similar harmful programmes;
      * b) if you are promoting giffgaff using a website, you have and comply with a privacy policy that is prominently displayed on your website; and
      * c) you agree to indemnify, defend and hold harmless giffgaff and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable legal fees) brought by a third party, arising out of a breach, or alleged breach, of any of your representations or obligations.

7.17. giffgaff may terminate the Spread giffgaff scheme at any time, for any reason and if it notifies you of this you must immediately stop any distribution activity and stop using giffgaff's name, logos, trademarks, service marks or creative work.

**Super Recruiters**

7.18. The Super Recruiter Programme (the “Programme") is open to a worldwide audience aged 16 years or over (“Participants”).

7.19. To qualify for the Programme a Participant must recruit 15 or more new Members in their lifetime.

7.20. Participants will start at level 1 (‘Apprentice’) when enrolled onto the Programme. Depending on the number of new Members they recruit ("Recruit(s)") each month they can change between the levels. Levels are calculated monthly based on an average over 3 months. Level 1 (‘Apprentice') is for Participants who recruit up to 14 Recruits in 3 months, Level 2 (‘Expert’) is for Participants who recruit between 15 and 119 Members in 3 months, and Level 3 (‘Master’) is for Participants who recruit 120 or more Members in 3 months. Each level offers different rewards and incentives. Participants can order up to 30 SIM Cards per month, but giffgaff may agree to increase that limit, depending on the likely number needed (the allowance is usually only increased for Masters). giffgaff reserves the right to change a Participant’s level and SIM Card allowance for any reason at any time on reasonable notice. giffgaff also reserves the right to change rewards and incentives available within each level at any time.

7.21. Participants will receive monthly ‘Top-up rewards’ in cash via PayPal if their Recruit tops up, either as credit or a goodybag purchase (but not a queued goodybag purchased previously). The Participant will receive a maximum of two monthly rewards per Recruit if the Recruit tops up twice within 120 days of activating their SIM Card. Top-ups on the same day as activation will be ineligible for super recruiter rewards under the Programme.

7.22. Any and all undisputed and accrued ‘Top up rewards’ will be paid to Participants as close as possible to day 15 of the month, following the month in which the reward was earned. This means that where, for example, Top up rewards are earned right at the end of the month, Participants would receive payment approximately 15 days later. Where Top up rewards are earned right at the beginning of the month, Participants would receive payment approximately 45 days later. Payments will be paid by PayPal into the account nominated by the Participant for this purpose.

7.23. Participants are responsible for:

* + - * a) providing giffgaff with correct and up-to-date contact and PayPal account details. If a Participant fails to do so he/she may not receive payment under the Programme. giffgaff accepts no responsibility for such occurrences;
      * b) keeping the details provided in their Account complete and accurate at all times. giffgaff reserves the right to request proof of any Participant’s identity at any time for the purpose of verifying that they are who they say they are and are not involved in fraudulent activity. At the point at which identification data is requested we will confirm to you how long such information will be retained and for what purpose. [**Click here**](https://www.giffgaff.com/boiler-plate/privacy) to view our privacy policy, which provides a full explanation of how Participant and Member information is used by giffgaff. If the Participant fails to respond to this request within the reasonable time period specified, giffgaff may close that Participant’s Account with immediate effect, at which point the Participant will no longer have any rights under these Terms and Conditions, except those rights which cannot be excluded or limited at law (see Clause 12.1);
      * c) ensuring that (i) under no circumstances are Recruits signed up by the Participant directly and without their consent and that (ii) if for any reason, data belonging to Recruits is provided by Participants, this is done only with the relevant Recruit’s prior consent. If it transpires that a Participant is in breach of (i) or (ii) above, giffgaff may close that Participant’s Account with immediate effect, at which point the Participant will no longer have any rights under these Terms and Conditions, except those rights which cannot be excluded or limited at law (see Clause 12.1).
      * d) keeping Account log-in details secure. giffgaff will not be responsible for loss, damage or any other issues arising out of unauthorised access to any Participant’s Account;
      * e) keeping a record of payments made to them. giffgaff is not liable for any loss of payment;
      * f) complying with any additional terms and conditions imposed on them by their nominated Paypal account; and) any tax liability in their country of residence incurred as a result of taking part in the Programme.

7.24. Note that a Participant shall forfeit their entitlement to any rewards accrued but not yet paid under the Programme if he/she fails to provide correct PayPal details within ninety days of any reward being earned.

7.25. The standard monthly SIM Card allowance for a Participant, unless otherwise agreed, will be 30 SIM Card. The SIM Cards can be ordered from [**giffgaff.com**](https://www.giffgaff.com/) Participants should allow approximately 14 days for delivery. SIM Cards must be activated in the UK and details about how to activate them can be found [**here**](https://www.giffgaff.com/activate).

7.26. Only SIM Cards ordered from a Participant’s Account through the giffgaff website are capable of qualifying Participants for rewards.

7.27. Participants may use certain promotional content that giffgaff provides to them only for the purpose of finding Recruits (for example, through a Participant-created or third party website ("Participant Websites")). However, Participants must strictly adhere to any and all instructions in respect of the use of such content, including (without limitation) brand guidelines and the giffgaff brand pack available [**here**](https://super-recruiter/), which may be issued by giffgaff from time to time and giffgaff may suspend a Participant's use of such promotional content if a Participant does not do so. Participants must forward any claims or complaints they may receive in connection with the promotional content to giffgaff immediately. Participants must also remove such content immediately upon giffgaff’s request and promptly provide evidence of the same.

7.28. Participants may not present or use any content within Participant Websites, including, without limitation, graphical images, logos, text copy, editorial copy, press releases or marks, that:

* + - * a) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, giffgaff;
      * b) is misleading, defamatory, libellous, obscene, or otherwise objectionable;
      * c)infringes, derogates, dilutes, or impairs the rights of giffgaff or any third party;
      * d) refers to giffgaff but is used as part of a name of a product or service of a company other than giffgaff; or
      * e) is used in any other manner inconsistent with these Terms and Conditions or with any provision of law.

7.29. Subject to Clause 7.28, giffgaff hereby grants Participants using or running Participant Websites a non-exclusive, royalty-free, revocable, non-transferable, non-sub-licensable licence to use the giffgaff logo and material ("Intellectual Property") (in each case provided or made available to Participants by giffgaff) solely for the purpose of finding Recruits, provided that giffgaff will keep its right, title and interest in its Intellectual Property, including those that it may use or develop in the future. Participants hereby assign any rights in and to any goodwill resulting from Participants' use of giffgaff’s Intellectual Property to giffgaff and agree that this will not create any right, title or interest for giffgaff.

7.30. Participants shall not:

* + - * a) use giffgaff's Intellectual Property in any form other than as provided by giffgaff;
      * b) vary, amend, alter or change in any way (other than sizing) any of giffgaff's Intellectual Property;
      * c) use giffgaff's Intellectual Property other than in accordance with these Terms and Conditions and any other written instructions or directions as may be given by giffgaff from time to time; or
      * d) use giffgaff's Intellectual Property for any purpose other than for finding Recruits.

7.31. The right of Participants to receive payment is subject to their on-going compliance with these Terms and Conditions. giffgaff may, at its sole discretion, suspend or remove a Participant from the Programme at any time and without notice, and withhold or seek reimbursement of, or payment from any Participant in any circumstances which giffgaff reasonably considers to be serious, including but not limited to the following:

* + - * a) If the Participant has breached these or any other applicable terms and conditions, including but not limited to those relating to giffgaff's Intellectual Property Rights and Participant Websites;
      * b) If giffgaff suspects or has reasonable grounds to believe that the Participant has provided incorrect or misleading information to any Member or to giffgaff;
      * c) If any Member tops up SIM Cards provided by the Participant using a stolen, invalid or expired credit or debit card or giffgaff is required to refund a credit or debit card provider in respect of any SIM Card top ups;
      * d) If giffgaff suspects the Participant or Member is otherwise misusing or interfering in any way with the Programme or the giffgaff Network;
      * e) If giffgaff receives a complaint about a Participant; or
      * f) If the Participant has otherwise engaged in conduct which may breach any law or regulation or harm giffgaff’s reputation.

7.32. Any individual’s personal information obtained under this Programme will be used in accordance with giffgaff’s [**Privacy Policy**](https://www.giffgaff.com/boiler-plate/privacy), which is available at giffgaff.com.

7.33. giffgaff accepts no responsibility for any incorrectly completed, lost or delayed registration applications, notices, acceptances or other documents related to the Programme.

7.34. giffgaff may amend, suspend, withdraw or terminate the Programme at any time and for any reason on at least 30 days’ notice, which will be provided by email to Participants and/or on giffgaff’s website and/or on account. Any rewards genuinely accrued before the date on which the Programme is amended, suspended, withdrawn or terminated as appropriate will be paid as provided by these terms.

7.35. All decisions by giffgaff on matters relating to the Programme are final and no correspondence will be entered into.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Our Website**

8.1. Opinions expressed on [**giffgaff.com**](https://giffgaff.com/) are those of the respective contributing users only. Such views do not represent those of giffgaff, its management or employees. giffgaff is not responsible for and disclaims all liability for Content and comments contributed by users.

8.2. You must not use the Blog or Forum to display any material which is:

* + - * a) racist, sexist, homophobic, pornographic, obscene, profane, vulgar;
      * b) defamatory of any person, entity or organisation;
      * c) abusive, threatening or otherwise likely to be harmful to those persons likely to use the giffgaff site;
      * d) in contravention of any relevant local, national or international law or which incites or encourages the contravention of any such law;
      * e) otherwise offensive in the opinion of giffgaff;
      * f) infringing of the Rights (including the Intellectual Property Rights) of any legal or natural person; or
      * g) related to the conduct of a business other than giffgaff.

8.3. You understand that by posting to a Blog or Forum your post/comment can be traced to your specific user account containing your email address, user name, date and time of sign up and IP address at date and time of posting.

8.4. By posting comments on this Blog or Forum, you agree to allow the content to be re-used or quoted by giffgaff without notification.

8.5. giffgaff members under the age of 18 must seek parental or guardian consent prior to contributing to the blog.

8.6. Users sometimes include references to other websites beyond the control of giffgaff. As such giffgaff cannot be held responsible for the content of such websites. We will delete advertising posts as the Blog or Forum is not a means for advertisers to promote their websites or products. giffgaff moderators will decide what is acceptable or not on a case by case basis.

8.6. You shall retain exclusive ownership of all Intellectual Property Rights, as may accrue to you by operation of law, in any posts, material, commentary, ideas that you post on [**giffgaff.com**](https://giffgaff.com/) or any other website run by giffgaff (together the "**Posts**").

8.7. If your Post or any element of it is accepted or implemented by giffgaff, you hereby agree to grant to giffgaff an irrevocable, non-exclusive, perpetual, royalty free, licence to use, copy, install, maintain, modify, enhance and adapt your Intellectual Property Rights in the Post (this licence shall survive the termination of these Terms and Conditions). giffgaff may also assign its licence to use your Intellectual Property Rights in the Post (or any part thereof) to any third party to which it may outsource the operation of a part of giffgaff's operations or business provided such third party's use, copying, installation, maintenance, modification, enhancement and adaptation is solely for the purpose of providing a service to giffgaff.

8.8. giffgaff shall be the exclusive owner of any Intellectual Property Rights which accrue with respect to any modifications, enhancements and/or adaptations which it makes to the Posts.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Device Orders**

9.1. This Clause 9 only applies if you have purchased your device from us.

9.2. New members will be required to purchase a goodybag as part of their handset order (this does not apply to pre-owned devices). The goodybag is non-refundable without the full return of the device in accordance with term 9.17 and our change of mind policy.

9.3. Charges for devices will be detailed on giffgaff.com. The cost will be payable at the time of purchase either by a cash payment or using a loan arranged by RateSetter (see Clause 10 below).

9.4. Any device that we deliver to you is your responsibility. Once you've received it and paid for it, you own the device. This does not affect your rights to carry out any of the actions set out in 9.5-9.7 below.

9.5. Any returns or refunds in respect of devices purchased from us are subject to our [**returns policy**](http://community.giffgaff.com/t5/Using-giffgaff/Returns-Policy/ta-p/10316825) You may return a device to us once for a full refund within 14 calendar days from the date of delivery and if your device has a fault when it arrives you can return it for replacement or a full refund within 30 days of receiving it.

9.6. If you are entitled to a refund, you will be refunded the full amount that you have paid for the device when we get the device back from you, less any Charges (as outlined in the [**returns policy**](http://community.giffgaff.com/t5/Using-giffgaff/Returns-Policy/ta-p/10316825)). This refund will come from giffgaff and, if you have taken out a loan with RateSetter, then they will also refund you your payments to date.

9.7. We'll bear the reasonable postage costs of you returning the device to us with original parts, accessories, free gifts and the original packaging, as long as you follow our [**returns policy.**](http://community.giffgaff.com/t5/Using-giffgaff/Returns-Policy/ta-p/10316825) We reserve the right not to accept returns or repairs unless this process has been followed correctly. We recommend upgrading your postage to include insurance since we will take no responsibility for devices which are damaged in transit or not received.

9.8. If there is a device fault which develops after 30 days of the device having been delivered to you, then you should book a repair as soon as possible. Your repair could be chargeable if your handset warranty is no longer valid. If another fault has been established on your device, you may be entitled to additional remedies, depending on how long you have had the device for.

9.9. giffgaff only sells unlocked devices, but some manufacturers impose particular requirements as to how a device must be activated in order to function properly, and geographical limitations on where a device can be used. Please check your device packaging and/or user guide for more information.

9.10. We can only deliver to a valid UK address and will deliver within 30 days. There are certain circumstances where your order may be delayed:

* + - * a) orders placed at the weekend or on a bank holiday will require at least one extra working day for delivery (for most postcodes, orders placed on a Saturday or Sunday will normally be delivered on a Tuesday);
      * b) any unforeseen stock shortages. If this happens, we will notify you of any delay;
      * c) certain remote postcodes will require additional time for delivery; and
      * d) if we cannot obtain immediate security clearance for payment of your order. The security of our Members is paramount so these checks are essential to combat fraudulent use of payment and address details.

9.11. No orders for devices shall be accepted if received from outside the United Kingdom.

9.12. Despite our best efforts, occasionally products in our online shop may be incorrectly priced and therefore we cannot confirm the price of a product until your order is accepted. In addition, details may be updated from time to time and are subject to change. If we discover a pricing error, or there is a change in price before dispatch, we will contact you to reconfirm your order at the correct price. If we are unable to contact you within a reasonable time, we may cancel your order and notify you of such cancellation. Unless otherwise stated, prices are inclusive of VAT where applicable.

9.13. You must ensure that prior to placing an order you have checked all relevant details about the products and/or services you have selected. All products and services advertised are subject to availability.

9.14. The information displayed on giffgaff.com, including prices, does not constitute an offer to enter into a sale agreement and neither we, nor any third parties that offer services via giffgaff.com shall be obliged to accept your orders. If we do, acceptance will be confirmed by email (to the email address supplied by you when the order was placed) and in our dispatching of the Device to you. Where products are sent separately, our acceptance will relate only to those products actually dispatched.

9.15. One-off payment can be made by Mastercard, Visa, or Visa Debit and payment will be taken from you when the order is placed. You confirm that the credit or debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

9.16. Only Members can purchase handsets from us.

9.17. If you cancel your order and return your handset in accordance with our returns policy, you will also be entitled to a refund on your goodybag. You will only receive a refund for your goodybag if your SIM Card has not been activated. You do not need to return your SIM Card to us and you will need to contact an agent independently of returning your handset to receive a refund on your goodybag.

9.18. You may purchase ‘nearly new’ devices which we refer to as ‘refurbished’ devices. These have been returned under the 14-day Change of Mind Policy with no reported faults. They have been tested to ensure that they are fit for purpose and of satisfactory quality, and have been returned to their original condition. Nearly new devices are not provided in original packaging and come with a data cable. No other accessories or user guides are included. They include a 12-month warranty. Your legal rights won’t be affected if you buy a nearly new device.

9.19. You may also purchase devices which have been through a recycling programme which we refer to as ‘pre-owned’ devices. These devices have been tested to ensure that they are fit for purpose and of satisfactory quality so that they are ready for use. These devices are not provided in original packaging but come with a data cable and a SIM key. No other accessories or user guides are included. They include a 6-month warranty. Your legal rights won’t be affected if you purchase a recycled device

9.20. If you purchase your phone on a date which is covered within the giffgaff free phone accessories voucher offer, you will receive a free phone accessories voucher. The voucher code will be emailed to you 15 days after the date of the phone purchase and valid until the date specified T&Cs of the offer

9.21. Phone accessories vouchers can be claimed at [**phonegoodies.co.uk**](http://www.phonegoodies.co.uk/) and are valid against the cost of products sold within the online store, excluding any delivery costs. The vouchers are valid for a single use only and are not exchangeable for cash.

9.22. As our free phone accessories vouchers are valid for a white label site controlled and supplied by Kondor, their [**terms and conditions**](https://phonegoodies.co.uk/terms/) also apply to purchases and the redemption of the vouchers.

9.23. Nothing in this Clause 9 affects your statutory rights.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **giffgaff Member lending scheme**

10.1. This Clause 10 only applies if you have applied for a loan facilitated by RateSetter's loan exchange service through giffgaff money, or when purchasing a device on giffgaff.com where such purchase is facilitated by such a loan.

10.2. The facilitation of your loan is provided as a service to you by RateSetter. In order to take out your loan you will have entered into a contract with RateSetter, and also a loan agreement with the lender you’re matched with via RateSetter’s exchange. Although we may provide you, via giffgaff.com, with information about your loan, this information is provided to us by RateSetter and you should contact RateSetter if you have any queries or wish to take any action in respect of the loan.

10.3. In order to assess whether or not RateSetter are able to provide you with a loan via its exchange, RateSetter will carry out an independent credit check on you and will use the exchange to identify if there is a suitable lender available. If RateSetter is not satisfied with the credit check results or if there is no suitable lender available to lend at the applicable interest rate, then RateSetter will not be able to facilitate a loan for you.

10.4. If you exercise your right to cancel a purchase paid with a loan, in accordance with Clause 9.4 above, or the returns policy, you will be deemed to have terminated your loan agreement arranged via RateSetter and we will return the related monies we originally received to fund your device (in the event of handset loans) to RateSetter. RateSetter will remain responsible for refunding any loan payments to you that you have already made.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Internet Access**

11.1. If you use your SIM Card in a mobile phone which enables access to the Internet (“Mobile Internet Phone”) the following terms and conditions also apply to you.

11.2. We or our contractual partners may provide links to web sites or resources. We neither accept responsibility for third party web sites or resources nor endorse their content.

11.3. You understand that you, and not us, are entirely responsible for all the visual, textual or other information that you upload, email or otherwise transmit via Internet access, whether publicly posted or privately transmitted.

11.4. Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Internet Phone on or via the Internet are solely between you and the person with whom you are dealing, unless explicitly stated by us. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.

11.5. Access to secure financial transactions will be dependent on the make and model of your Mobile Internet Phone and the third party supplier of Content.

11.6. giffgaff is a signatory to the Open Internet Code of Practice and as such are committed to being open and transparent about any traffic management policies. Please see our [**Key Facts Indicator**](http://community.giffgaff.com/t5/Using-giffgaff/giffgaff-Traffic-Management-Key-Facts-Indicator/ta-p/5638468) for more information.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Limitation of Liability**

12.1. Our liability shall not be limited to you in respect of death or personal injury to any person resulting from our own negligence and any other type of liability which we cannot exclude or limit under the laws of England and Wales.

12.2. Subject to Clause 12.1, we have no liability to you:

* + - * a) other than to exercise the reasonable care and skill of a competent mobile telecommunications provider or retailer;
      * b) if we cannot provide the Service to you because of something beyond our reasonable control;
      * c) for losses that haven’t resulted naturally from our breach or that we couldn’t have foreseen, or loss of profit, loss of business, costs, expenses or any other form of financial loss. Nor shall we be liable to you for any loss of income, business or profits (including loss of revenue) or for any loss of data in connection with your use of the Service; or
      * d) for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless caused by our negligence.

12.3. Subject to Clause 12.1, our liability to you under the Terms and Conditions will not exceed £3,000.

12.4. We will provide you with compensation that you are entitled to in accordance with your legal rights.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Cancellation Rights**

**Your right to cancel**

13.1. Subject to Clause 13.2 below, you are entitled to cancel your acceptance of these Terms and Conditions at any time up to 14 days after placing your order for the Service (the “Cooling-Off Period”), provided that you cancel in accordance with our cancellation policy or notify us in writing to Member Services. This does not affect your statutory rights.

13.2. Please note that by using your activated SIM Card you will be deemed to have accepted these Terms and Conditions. You agree that the Service may start before the end of the Cooling-Off Period. If you have used airtime credit or Bundle prior to cancellation you will not be refunded the used airtime credit or such proportion of the Bundle that you have used as calculated by us.

**Our rights to bar or disconnect your SIM Card**

13.3. Your SIM Card will be disconnected unless, at least once every six months, your Account is used to:

* + - * a) make at least one call, SMS or MMS to another number (not including calls to emergency services or Member Services);
      * b) make at least one connection to the Internet;
      * c) make at least one airtime credit or Bundle purchase

13.4. If your SIM Card is disconnected, you will lose any remaining credit or Bundle balance on your Account. giffgaff recycles numbers and we will not be able to reconnect once a number is disconnected and recycled. giffgaff may reconnect you if any disconnection was due to our negligence.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Mobile phone locking**

Your mobile phone may be locked to another Network. If this is the case, be aware that unlocking your handset may invalidate your handset's warranty and/or permanently damage the handset or the data stored on it, and does not excuse you from any contractual obligations you may have with the original Network owner. Failure to enter the correct unlocking code may result in your mobile phone becoming permanently blocked. We are not responsible for mobile phones blocked in this way.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Promotions**

From time to time we may invite you to take up offers, additional services or promotions. Those offers, additional services, or promotions may have additional terms and conditions. See [**promotional terms**](https://www.giffgaff.com/terms/promotions)

* + 1. **Changes to these Terms and Conditions**

We reserve the right to change our Terms and Conditions from time to time. We will notify you of any changes to these terms by posting them on our website at [**giffgaff.com.**](https://giffgaff.com/) We may also notify you by voicemail, text or media message, by means of national advertising campaigns or by email.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **Use and Disclosure of Information**

17.1. Your information is treated in accordance with our [**Privacy Policy.**](https://www.giffgaff.com/boiler-plate/privacy)

17.2 You authorise us to use and disclose, in the UK and abroad, information about (i) you, your use of the Service (including, but not limited to, phone numbers and email addresses of calls, texts and other communications made and received by you and the date, duration, time and cost of such communications), (ii) how you conduct your account and (iii) the location of your mobile phone, for the purposes of operating your account and providing you with the Service or as required under law to our associated companies or agents, any telecommunications company, debt collection agency or credit reference agency. You agree that the information may be used by other parties in assessing applications for credit from you and members of your household and for debt tracing, credit management and may be used by us or other parties for crime and fraud detection and prevention.

17.3 If you joined us after 25 May 2018, neither we nor third parties will ever send you marketing information unless you have positively consented to our doing so when you registered with us or under the My profile and settings tab of your Account.

17.4 You can change your marketing contact preferences at any time through the contact preferences section of your Account (which can be found in My profile and settings). If you're not a registered Member yet, and you wish to opt-out of communications from us, send an email to [**removeme@giffgaff.co.uk**](mailto:%20removeme@giffgaff.co.uk). Neither we nor third parties will ever send marketing information to Members who are opted out of receiving it.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **General**

18.1. If either of us fails to enforce our rights under the Terms and Conditions, it shall not prevent either of us from taking action later.

18.2. Each sub-clause in these Terms and Conditions operates separately. If any part is found by a court to be unreasonable or inapplicable the other parts will continue to apply.

18.3. These Terms and Conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

[[**Top**](https://www.giffgaff.com/terms#Top)]

* + 1. **How to Contact Us**

If you need to contact giffgaff Member Service please visit[**giffgaff.com**](https://giffgaff.com/) and click on ‘Contact Us’. The European Online Dispute Resolution site ec.europa.eu/consumers/odr/ allows consumers to submit disputes relating to online purchases with us. If you're unhappy with any part of our service and want to make a complaint please check our [**Complaints code of practice**](http://community.giffgaff.com/t5/Learning-and-giffgaffer-articles/Complaints-Code-of-Practice/ta-p/3522825). This includes the latest information on alternative dispute resolutions.

##### **2. OBLIGATION TO PROVIDE THE SERVICE**

2.1 Lycamobile will provide the Services to you using its own Network and the Networks of one or more telecommunications operators. Occasionally any of these Networks may be unavailable for maintenance, modifications, upgrades, emergencies or to protect the security of the Network. At these times the Services may be temporarily unavailable.

2.2 Mobile telephony is a form of wireless communication and operates on the basis of the transmission of radio and signal frequencies. The transmission of these radio and signal frequencies may be affected by congestion on the Network due to the number of calls or messages or the amount of data being sent and received.

2.3 The transmission of the radio and signal frequencies may also be affected by the location of the base stations, obstacles such as buildings or underpasses, and by external factors such as geographic or atmospheric conditions. The Services may also be affected by the quality of the GSM mobile telephone chosen and used by you.

2.4 The Roaming Services are subject to the roaming contracts and service quality levels that have been agreed between other national and international telecommunications operators. Lycamobile does not have any control over the contracts or service quality levels agreed between these telecommunications operators.

2.5 For the reasons described above, Lycamobile does not warrant or guarantee that the Services will be uninterrupted or error free (in terms of Network availability, quality or coverage) in all locations at all times, or that the Services will be suitable for your specific requirements, or that the Services will be completely secure against unauthorised interception 0cf333 .

2.6 Lycamobile will endeavour to keep any disruption to the Services to a minimum; however Lycamobile will not be liable to you for any loss, damage or inconvenience incurred by you as a result of any disruption to the Services for the reasons described above.

2.7 Associated with your SIM Card is the PIN code (personal identification number) and the PUK code (personal unlocking key). 0cf333 The PIN and PUK codes must never be kept together. 0cf333 You will take every necessary precaution to preserve the secrecy of your PIN and PUK codes. 0cf333 You will be liable for any fraudulent or improper use of your SIM Card or Account that results from the intentional or accidental disclosure of your PIN or PUK code or the transfer of your SIM Card to another person 0cf333 .

2.8 Our Customer Services Department can supply details of the other mobile operators we have porting arrangements with from time-to-time.

##### **3. SIM CARD**

3.1 The SIM Card is used by inserting it into a compatible GSM mobile telephone. When the SIM Card has been inserted and you have registered or activated your Account, you will have access to, and be able to use, the Services.

3.2 The SIM Card remains the exclusive property of Lycamobile. 0cf333 You must retain the SIM Card and not lose or damage the SIM Card. Lycamobile will only replace a SIM Card where it is found to be defective by reason of faulty workmanship or design. 0cf333 Lycamobile may charge you for a replacement SIM Card where Lycamobile reasonably believes that you are responsible for the loss or damage of your original SIM Card or where someone has stolen your original SIM Card. 0cf333 It is your responsibility to promptly inform Lycamobile of any loss, damage or theft to your SIM Card, or any fraudulent or improper use of your SIM Card. 0cf333 You agree that once you start using the Services or the Top Up Services you will lose any right to cancel this Agreement under distance selling legislation 0cf333 .

3.3 If you do not use your SIM Card to make a voice call, or send a message or data, or if you do not purchase a top-up using the Top-Up Services, for a period of ninety (90) days from the date you registered or activated your Account or your last use of the Services (whichever is later), Lycamobile will contact you by SMS or e-mail advising you that your SIM Card will be deactivated. Lycamobile will then provide you with an additional thirty (30) days to make a voice call, send a message or data, or purchase a top-up using the Top-Up Services.

3.4 If you make a voice call, send a message or data, or purchase a top-up using the Top-Up Services within the additional thirty (30) day period, your SIM Card will remain active. Any previous credit balance in your Account will remain available for you to use, and you will be able to access and use the Services.

3.5 If you do not make a voice call, send a message or data, or purchase a top-up using the Top-Up Services within the additional thirty (30) day period, your SIM Card will be deactivated 0cf333 . If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account 0cf333 .

##### **4. TOP-UP SERVICES**

4.1 The Services are prepaid services. 0cf333 You are required to Top Up in advance so your Account is in credit. As Charges are incurred they will be deducted from the amount credited to your Account. 0cf333 No bill or invoice or statement will be issued to you. 0cf333 You may check your credit balance from time-to-time by calling our Customer Services Department 0cf333 .

4.2 You pay for the Services by topping-up your Account using any one of the Top-Up Services available from Lycamobile. You may use the Top-Up Services at any time after registration or activation of your Account. There are several ways that you may top-up your Account:

You may purchase a Top-Up Voucher at any participating retail outlet and activate the PIN code by following the dialling instructions on the Top-Up Voucher. You may also activate the PIN code for a Top-Up Voucher purchased at a participating retail outlet by using the Online Top-Up Service.

You may register your details with Lycamobile, purchase a Top-Up Voucher online and activate the PIN Code by using the Online Top-Up service.

You may register your details with Lycamobile and subscribe to “My Lycamobile” and the Auto Top-Up Facility.  
You may register your details with Lycamobile and then contact the Customer Services Department.

4.3 If you top-up your Account within ninety (90) days from the date you registered or activated your Account or your last use of the Services (whichever is later), the amount of the top-up credit you purchased will be added to the credit balance in your Account at the time of your top-up.

4.4 The credit balance in your Account may only be used for the Services. You are not entitled to receive any cash refund for any credit balance remaining in your Account at any time, including where you fail to use the Services and your SIM Card has been deactivated or where this Agreement has been terminated.

4.5 Interest is not payable on any credit balance in your Account. Each time you use the Services (or someone else uses your GSM mobile telephone) the credit balance in your Account will be reduced for the voice call, message or data you are making or sending according to the destination and the current Charges.

4.6 From 5 August 2014 any new top up credit shall expire ninety [90] days from the date of top-up or recharge. For the avoidance of doubt, this does not apply to the existing credit balance in your Account before 5 August 2014.

4.7 Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower we’ll round down, otherwise we’ll round up). Where applicable, VAT (at the prevailing rate) is then added to the total of all charges on your bill, with the VAT part of the charge being rounded down to the nearest penny

4.8 A standard text message is 160 characters long. You can send longer ones on some handsets. A longer text is divided into the number of standard texts required to convey the message. Each text will be charged at the standard rate for your price plan. We do not guarantee delivery of any text or MMS message you send

##### **5. ACCEPTABLE USE POLICY**

5.1 You agree to use the SIM Card in a compatible GSM mobile telephone for the purpose of using the Services.

5.2 You agree not to use the SIM Card or the Services and not to permit another person to use your SIM Card or the Services:

fraudulently or in connection with a criminal offence;

For the purpose of making an unsolicited communication or storing and/ or communicating any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, or which is a breach of privacy, an infringement of copyright, or is otherwise unlawful,

To knowingly and deliberately cause annoyance, inconvenience or needless anxiety to another person,

To make any offensive, abusive, indecent, defamatory, obscene or menacing call to any Customer Services Department representative,

To transmit a virus or other malicious software, use the Services in a manner that impairs the operation or security of the Network or may cause death, personal injury or damage to property,

with equipment that is not approved for use with the Network, including, but not limited to, SIM-boxes and SIM-gateways, and

To support calls to call forwarding services, onward calling services or calls to telephone numbers which pay a revenue share or resell to others or commercially exploit our Services.

otherwise than in line with the conditions of this Agreement.

5.3 If Lycamobile reasonably suspects that you have failed to comply with any of the provisions of clause 5.2, Lycamobile shall have the right to suspend, partially or fully, your access to the Services and/ or terminate this Agreement without prior notice and with immediate effect. If Lycamobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

5.4 Upon activation of a SIM Card, the purchase of a Top-Up Voucher or the use of the Top-Up Services, you may be required to register your Personal Data with Lycamobile, such as your name, address, date of birth, credit card or debit card details. If Lycamobile determines that the Personal Data that you provide is false, Lycamobile shall have the right to suspend, partially or fully, your access to the Services and/ or terminate this Agreement without prior notice and with immediate effect 0cf333 . If Lycamobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

5.5 If the use of any bundle or plan that includes ‘unlimited’ calls or texts provided as part of the service exceeds the amount reasonably expected of a person using the service for personal purposes, we reserve the right to 0cf333

Restrict your service 0cf333

5.6 Lycamobile reserves the right, in its absolute discretion (and without prior notice), to restrict or prevent access to certain websites and services over its Network, including Voice over Internet Protocol (‘VoIP’) services. 0cf333 When we decide to restrict or prevent access under this paragraph, you may receive a message stating that the website or service is “not available” 0cf333 .

##### **6. DATA PROTECTION AND PERSONAL DATA**

6.1 Lycamobile will only generate, collect, use, process and store your Personal Data in accordance with all applicable laws and regulations, as amended from time to time.

6.2 Lycamobile has implemented appropriate technical and organisational security measures to protect your Personal Data against accidental or unlawful destruction, accidental loss or alteration, or unauthorised or unlawful storage, processing, access or disclosure.

6.3 By registering or activating an Account with Lycamobile, you consent to Lycamobile collecting, processing and sharing Personal Data provided by you or generated in the course of supplying the Services to you, including details of voice calls, messages or data that you have sent (“Traffic Data”) and the geographic position of your GSM mobile telephone (“Location Data”) for the purpose of:

 supplying the Products and Services to you,  
 the administration of your Account by the Customer Services Department,  
 providing you with service information, for example about Network faults,  
 the prevention or detection of fraud,  
 market research and profiling your usage and purchase preferences, and  
 complying with applicable laws and regulations.

6.4 For Lycamobile to perform its obligations under this Agreement, Lycamobile may need to disclose your Personal Data to other companies that will process your Personal Data on behalf of Lycamobile. These third parties are permitted to use your data only in accordance with our instructions and the law.

6.5 Lycamobile may also need to transfer your Personal Data to third parties, for example our suppliers and service providers, in countries outside the European Economic Area. For example, Lycamobile uses call centre and technical services from an associated company based in India. Where the data protection laws of these countries do not provide the same level of data protection as in the UK, we will take steps to ensure your privacy rights are at least as compliant with the requirements of UK law, including requiring appropriate security measures from such third parties, set out in a contract between us, to protect your Personal Data; and monitoring compliance with such security measures for the lifetime of our relationship with such third parties.

6.6 Lycamobile may use third party software which modifies the adverting content on website pages you choose to view when using our data Services. A persistent cookie is placed on your device which enables our third party software provider to collect anonymous data for statistical reporting purposes to Lycamobile. To ensure the privacy of your data, only pseudonymised and/or anonymous data is collected or shared with such third parties and no personally identifiable data is ever shared. Please view our cookie policy for specific guidance on disabling cookies if you do not wish to have your anonymous data used in this way.

6.7 Lycamobile may from time to time monitor or record your conversations with the Customer Services Department. This may be done for quality control purposes, to improve the Services, to ensure compliance with governmental, regulatory or enforcement agency requests or to detect fraud. .

6.8 Lycamobile will, subject to the applicable laws and regulations, provide you with a copy of your Personal Data stored by Lycamobile upon your written request. Lycamobile may charge a nominal administration fee for providing you with a copy of your Personal Data. It is your responsibility to notify Lycamobile of any changes to any Personal Data provided by you to Lycamobile. You may also request that any incorrect information is corrected. Where permitted by the applicable laws and regulations, Lycamobile will delete Personal Data upon your written request.

6.9 Lycamobile and other Lyca companies may contact you by post, telephone, e-mail or SMS to let you know about products and services offered by Lycamobile, other Lyca group companies or selected third parties, including any special offers and promotions, which may interest you. If you do not wish to receive this information or be contacted in this way, you may at any time, free of any charge, opt out of this direct marketing by requesting to be put on a designated list. You may make this request by contacting the Customer Services Department or by sending an e-mail to [unsubscribe@lycamobile.co.uk](mailto:unsubscribe@lycamobile.co.uk)

##### **7. LIABILITY OF LYCAMOBILE**

7.1Lycamobile does not accept any liability for the delivery, performance and use of the Products and Services other than as stated in this Agreement.

7.2 Lycamobile is not responsible for damage or loss or inconvenience incurred by you and that results from the content of any voice call, message or data sent or received by you 0cf333 .

7.3 Lycamobile is not responsible for damage or loss or inconvenience incurred by you and that results from the involvement of a third party, including governmental, judicial or administrative bodies.

7.4 Lycamobile is not responsible for any damage or loss incurred by you where such damage or loss is indirect or not a reasonably foreseeable result of a breach by us; nor where we are not at fault or to the extent you have contributed to the damage or loss.

7.5 In the event your SIM Card is lost or stolen, or you believe your SIM Card is being used in a fraudulent or improper manner by another person, you must promptly contact the Customer Services Department. Lycamobile will then be able to block the use of your SIM Card. If you fail to promptly contact the Customer Services Department, you will be liable for all Charges relating to the use of the SIM Card until you do notify us, regardless of whether the Charges were incurred by you or someone else.

7.6 Lycamobile is not responsible for the failure of any retail outlet to properly activate your SIM Card or Top-Up Voucher or process any payment you made. In these cases, you should contact the retail outlet where you obtained your SIM Card or purchased your Top-Up Voucher and request a refund.

7.7 You are advised that it is illegal to operate a mobile telephone while driving a motor vehicle, and acknowledge the inherent risk in the use of a mobile telephone while driving a motor vehicle. Lycamobile is not responsible for damage or loss or inconvenience incurred by you and that results from any accident caused by the use of a mobile telephone while driving a motor vehicle.

7.8 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by that Party’s negligence, liability arising under the Consumer Protection Act 1987 or the consequence of wilful misconduct, fraud, gross negligence of that Party or any other liability which cannot be excluded or limited by applicable law.

7.9 The liability of Lycamobile to you under this Agreement shall be limited to a total maximum aggregate amount of £1,000.00 per claim or series of related claims.

7.10 If you incur any damage or loss or inconvenience, you must notify the Customer Services Department in writing of the claim as soon as possible and in any event within four (4) weeks after the discovery by you of the claim. Damage, loss or inconvenience that has not been reported in writing to the Customer Services Department within this four (4) week period shall not be compensated. This four (4) week period will not apply if you are using the Services as an individual consumer (and not in combination with a trade or business) and you could not have been reasonably expected to notify the Customer Services Department in writing within this period.

7.11 Lycamobile is not responsible for any damage or loss or inconvenience incurred by you, and will not be liable to provide the Products or Services, as a result of any reason outside the control of Lycamobile, including but not limited to an Act of God, natural disaster, industrial action, war (whether declared or undeclared), civil unrest or acts of terrorism, acts of government or local authority or regulatory body, or any act or decision made by a court of competent jurisdiction. These reasons are also known as “force majeure”.

##### **8. CHANGES TO THE AGREEMENT**

8.1 Lycamobile reserves the right to change these terms and conditions for legal or regulatory reasons. We may also need to change these terms and conditions as a result of changes by our Network suppliers or for other technical or commercial reasons, such as changes to our Products and Services. We may also change our Charges or introduce new Charges. Changes to Charges will be reflected in our tariff table from time to time.

8.2 If a change will be materially detrimental to you, Lycamobile will give you at least one month’s notice. If you do not accept a change which is notified to you as materially detrimental then you can cancel this Agreement or cease using the Services or topping-up your Account. If you use the Services or top-up your Account after Lycamobile makes a change, then you are deemed to accept the change.

8.3 Please check our website regularly for any changes. We may also notify you of changes by way of advertisement in the national media, by email, by post, or by text message or by other reasonable means. We may also place a recorded message on the phone number for our Customer Services Department.

##### **9. GENERAL PROVISIONS**

9.1 If you have a complaint or query about the Products or Services you can call our Customer Services Department in the ways set out in clause 1.6 of this Agreement or email [complaints@lycamobile.co.uk](mailto:complaints@lycamobile.co.uk). You may also contact the Ombudsman Services. The Ombudsman Services is an independent body who can help resolve problems or complaints between us: for more information, see [www.ombudsman-services.org](http://www.ombudsman-services.org/)

9.2 This Agreement represents the entire agreement between Lycamobile and you in relation to the Products and Services. It takes precedence over all prior agreements (written and oral), and all representations or other communications between Lycamobile and you. The retail outlets are not authorised by us to amend this Agreement or to agree any terms which are inconsistent with these terms and conditions.

9.3 No term or condition of this Agreement is enforceable by any third party (a person who is not a party to this Agreement) under the Contracts (Rights of Third Parties) Act, 1999.

9.4 Failure or delay by either Lycamobile or the Customer to enforce any right under this Agreement shall not prevent Lycamobile or the Customer (as the case may be) from taking further action.

9.5 If any term or condition of this Agreement is determined to be partially or wholly void or unenforceable by any court or body of competent jurisdiction or as a result of any legislation, it shall be void and unenforceable only to that extent. The validity and enforceability of the other terms and conditions shall not be affected.

9.6 Lycamobile is entitled to assign all of its rights and obligations under this Agreement to a third party. You are entitled to assign all of your rights and obligations under this Agreement to a third party with the written consent of Lycamobile.

9.7 This Agreement is governed by English law and the English courts will have exclusive jurisdiction over any dispute under this Agreement.

##### **10. POSTPAID PLAN**

10.1.DELIVERY & POSTAGE  
New SIM purchased may take up to 5 working days to deliver. We will post your SIM card via Royal Mail, free of postage charge. Delivery address must be the same as the Billing address – i.e. the address your credit/debit card is registered to.  
10.2CREDIT CHECK  
Not required.  
10.3ALLOWANCE  
Your inclusive allowance can be used to make:

Calls to standard UK landlines ( numbers starting 01,02,03 only);

Calls to standard UK mobile numbers;

Text message to standard UK mobile numbers; and

Mobile data usage in UK.

Non-inclusive usage includes:

International Standard Roaming; and

Calls to standard UK mobile numbers;

International Text message.

10.4 ROAMING  
Roaming Services: The mobile telephone services that you use when travelling outside the United Kingdom. EEA Roaming services are subject to additional terms and a fair usage policy, see <https://www.lycamobile.co.uk/en/roaming-within-eu-countries/>  
10.5UPFRONT COST:  
There is no upfront fees apply for the SIM only deals. You will only be charged for the tariff you have chosen at the beginning of each billing cycle.  
10.6TOP UP OR PAYMENT  
You may need to top up or make a payment using a debit/credit card in order to make calls, text & data usage out of your plan inclusive allowance, Premium & non- geographic number calls, calls & text message to international numbers or Standard International Roaming.  
10.7LYCAMOBILE AIRTIME ADVANCE  
If you reach the limit of your prepaid allowance, you may Top Up as usual and/or ask for a Lycamobile Airtime Advance which you can pay for later – at the beginning of the next billing cycle.  
If you go over your plan allowance or other usage in any month,(e.g. International calls & calls to Premium numbers) and you send us a text requesting the Lycamobile Airtime Advance, then we will provide a Lycamobile Airtime Advance and let you to go further up to an additional £3.00 cap (the amount of the Lycamobile Airtime Advance is subject to change) on condition that you pay for that Lycamobile Airtime Advance at the beginning of the next billing cycle.  
If you’ve reached the limit of your Lycamobile Airtime Advance and have therefore used up all of your monthly allowance and Lycamobile Airtime Advance, then you can still enjoy further services by Top Up. Even if you do not Top Up, you’ll still be able to enjoy receiving calls and texts.  
If for your convenience you wish to switch off the text request feature for the Lycamobile Airtime Advance, then you may do so on-line and you may then automatically have the Lycamobile Airtime Advance available to you on the same conditions of payment as above, without the need to text and request it every time your prepaid allowance is reached.  
10.8PRICING  
If a Lycamobile Airtime Advance is taken, it is provided on condition that it is paid for fully at the beginning of the next billing cycle.  
10.9PAYMENT  
Your tariff plan charge will be deducted at the beginning of each billing cycle.Recurring monthly bill Payment will be taken from the debit/credit card used to make the first payment. Payments for the other usage can be made using Debit/Credit card. The name and the address of the card holder should be same as the registered account holder.  
Payments for the other charges such as the LycamobileAirtime Advance could be made bycalling our customer care team on 322.  
If you change your name, address telephone number or payment details or there are any other changes to your bank account which may affect your payment of the charges you must let us know.  
10.10 BILLING  
Each billing period comprises of a 30 days billing cycle.If you are an existing customeryour billing will start from the day of purchase of a plan. Fornew customers the billing cycle of 30 days will begin from the day of SIM activation.  
Payment for the Lycamobile Airtime Advance will be taken at the beginning of the next billing cycle following theLycamobile Airtime Advance in any month.  
10.11BILLS  
The price shown requires you to use e-billing. For monthly price with paper bill add £1.00.  
10.12REFUNDS  
We will not provide any refund for any plans purchased UNLESS no service has been used. If you change your mind within 24 hours of purchase of a plan & allowance not used, you may request a refund OR could change it to a different plan by calling our customer service.  
10.13CANCELLATION  
If you think not to continue the chosen plan, you need to give a notice by calling our customer service before expiry of that plan. You should pay all due amounts before the plan is cancelled.

##### **11. DEVICES**

11.1 This Clause 10 only applies if you have purchased your device from us.

11.2 Charges for devices will be detailed on lycamobile.com. The cost will be payable at the time of purchase either by a debit or credit card.

11.3 Any device that we deliver to you is your responsibility. Once you’ve received it and paid for it , you own the device. This does not affect your rights to carry out any of the actions set out in 10.4-10.6 below.

11.4 Any returns or refunds in respect of devices purchased from us are subject to our Returns Policy if you change your mind you may return a device to us once for a full refund within 14 days working days from the date of delivery if the handset box seal is unbroken or if your device is deemed ‘dead’ on arrival or faulty you can return it for replacement or repair or a full refund within 14 calendar days of receiving it.

11.5 If you are entitled to a refund, you will be refunded the full amount that you have paid for the device when we get the device back from you, less any Charges (as outlined in the Returns Policy). This refund will come from Lycamobile.

11.6 We’ll only bear the Postage charges if the phone is deemed dead on arrival or is faulty 0cf333 . In this case we will post out a prepaid envelope to the customer. It is your responsibility to ensure you return the device with original parts, accessories, free gifts and the original packaging 0cf333 . We reserve the right not to accept returns or repairs unless this process has been followed correctly 0cf333 . In the case where you will pay for returning the device yourself we recommend upgrading your postage to include insurance since we will take no responsibility for devices which are damaged in transit or not received 0cf333 .

11.7 If there is a device fault which develops after 14 days of the device having been delivered to you, then you should book a repair as soon as possible. Your repair will be chargeable if your handset warranty is no longer valid.

11.8 We’ll only bear the Postage charges if the phone is deemed dead on arrival or is faulty. In this case we will post out a prepaid envelope to the customer. It is your responsibility to ensure you return the device with original parts, accessories, free gifts and the original packaging. We reserve the right not to accept returns or repairs unless this process has been followed correctly. In the case where you will pay for returning the device yourself we recommend upgrading your postage to include insurance since we will take no responsibility for devices which are damaged in transit or not received.

11.9 Customer Services Department: The department of Lycamobile that you may contact for any enquiries about the Products or Services. You may contact the Customer Services Department in several ways:

orders placed at the weekend or on a bank holiday will require at least one extra working day for delivery (for most postcodes, orders placed on a Saturday or Sunday will normally be delivered on a Tuesday);

any unforeseen stock shortages. If this happens, we will notify you of any delay;

certain remote postcodes will require additional time for delivery; and

if we cannot obtain immediate security clearance for payment of your order. The security of our customers is paramount so these checks are essential to combat fraudulent use of payment and address details.

11.10 No orders for devices shall be accepted if received from outside the United Kingdom.

11.11 Despite our best efforts, occasionally products in our online shop may be incorrectly priced and therefore we cannot confirm the price of a product until your order is accepted 0cf333 . In addition, details may be updated from time to time and are subject to change 0cf333 . If we discover a pricing error, or there is a change in price before dispatch, we will contact you to reconfirm your order at the correct price. If we are unable to contact you within a reasonable time, we may cancel your order and notify you of such cancellation 0cf333 . Unless otherwise stated, prices are inclusive of VAT where applicable.

11.12 You must ensure that prior to placing an order you have checked all relevant details about the products and/or services you have selected. All products and services advertised are subject to availability.

11.13 The information displayed on lycamobile.com, including prices, does not constitute an offer to enter into a sale agreement and neither we, nor any third parties that offer services via lyca.com shall be obliged to accept your orders. If we do, acceptance will be confirmed by email (to the email address supplied by you when the order was placed) and in our dispatching of the Device to you. Where products are sent separately, our acceptance will relate only to those products actually dispatched.

11.14 If you cancel your order and return your handset in accordance with our Returns Policy, you will also be entitled to a full refund if also your bundle has not been used. If any part of your bundle has been used we will deduct the full price of the bundle from the cost of your handset.

11.15Nothing in this Clause 10 affects your statutory rights.

##### **12. Vdoc Terms and conditions**

TERMS & CONDITIONS

Please find below our Terms and Conditions. By submitting an order, you are accepting the Terms and Conditions of vdoc London Region Limited.

Please note that vdoc can only provide non- emergency medical services. If you are suffering from acute head or heart pains or have suffered a trauma that requires immediate medical attention, you should call 999 and request an ambulance or visit your nearest accident and emergency unit immediately.  
Our terms and conditions may change from time to time, so please check them each time you order a service from vdoc.

1. GENERAL INFORMATION

i. When placing an order, you agree that all information given is accurate. The person registering the account will be the “patient” and the only person who is entitled to use our service. You cannot register an account on behalf of another person.  
ii. These services are offered and provided by vdoc London Region Ltd, a company registered at 10 Norwich St, London, UK, EC4A 1BD with company number 09869738 and not by Parliament Hill or any of its staff, employees, affiliates or subsidiaries. The GP consultation service advertised does not form part of related services offered by Parliament Hill. Parliament Hill has no liability whatsoever in respect of these services (whether under contract, tort or general consumer law) and offers no reference, endorsement, warranty or guarantee in respect of the same.  
iii. You cannot let any other person use your account to access these services.  
iv. You must be over 18 years old to use this service.  
v. All prices listed are in UK sterling and correct at the time of entering the information, however, we reserve the right to change prices of any item at any time.

2. SERVICE

i. We provide a remote medical concierge service and we shall make all reasonable efforts to provide this service using reasonable care and skill.  
ii. You will be able to consult a vdoc Doctor on a private basis by means of an online video-link or by telephone. That consultation may lead to one or more of the following:  
a) medical advice regarding the condition(s) or issue(s) you present;  
b) a private prescription for medication which is transmitted to a pharmacy of your choice for fulfilment;  
c) a referral to a relevant consultant for further diagnosis and investigatory procedures; and  
d) ultimately a referral to a consultant for a medical procedure, should investigatory procedures show such action to be necessary.

3. PAYMENT

Payment can be made using a secure facility provided by Lyca.

4. ORDER CONFIRMATION

i. After you have placed an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. All orders are subject to acceptance by us, availability of doctors and we will confirm such acceptance to you by sending you an e-mail.  
ii. The contract between us will only be formed when we send you activation of service confirmation.

5. AGE RESTRICTION

You must be eighteen years old, or older to use this service.

6. YOUR RIGHTS AS CONSUMER

i. You may cancel your subscription at any time within 10 working days from the date you signed up provided you have not used the service. If you cancel your subscription, you will receive a full refund of the price paid in accordance with our refunds policy.  
ii. To cancel a subscription, you must inform us in writing by email or post.  
iii. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer.

7. REFUND POLICY

i. We will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation.  
ii. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. EVENTS OUTSIDE OUR CONTROL

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control.

9. APPLICABLE LAW

These terms of sale and the supply of the goods will be subject to English Law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

10. PRIVACY POLICY

i. We collect personal information about you when you provide it through our website or App. The information is encrypted and any information we store is held on secure servers.  
ii. Unless we are required to do so by law or by a regulatory body, we only disclose your information to a third party when we need to do so to provide a service that you have requested. For example, we will send your prescription information to a pharmacy if you request it. If you allow it, we also provide consultation reports back to your GP. We never use, disclose or sell your personal data for marketing purposes.

These terms of sale apply to all services supplied by vdoc London Region Limited, registered in England and Wales. Registered Office – 10 Norwich Street, London, United Kingdom, EC4A 1BD. Company number 09869738.

##### **1. WELCOME TO OUR PRIVACY POLICY!**

Lycamobile respects your privacy and is committed to protecting your personal data. This privacy policy will inform you:

* About how we use your personal data through your use of this website, including any data you may provide us when you purchase a product or service from us, sign up to our communications or take part our competitions.
* About your privacy rights and
* How the law protects you.

This privacy policy is provided in a layered format so you can choose the specific areas in which you are particularly interested.

Alternatively, you can find a summary [here.](https://www.lycamobile.co.uk/en/privacy-notice/)

##### **2. ABOUT US**

We, Lycamobile UK Limited, operate in UK. We provide electronic communication services including national and international calls, texts and data to customers. When we say, “we”, “us” or “our” in this policy, we are referring to the relevant Lycamobile entity responsible for processing your data.

##### **3. WHAT DATA DO WE COLLECT ABOUT YOU?**

Personal Data is any information about you from which you can be identified. It does not include data where your identity has been removed (it’s called anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

* Identity Data includes your first name, last name, date of birth, language.
* Contact Data includes your email address, contact number, full address
* Financial Data includes your bank account and payment card details (where you choose to purchase products from us and make a payment directly to us, such as on our website).
* Billing Data includes your details about payments about the products and services you have purchased from us.
* Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform you use to access our website.
* Profile Data includes your username and password, purchases made by you, your interests, and preferences.
* Usage Data includes information about how you use our website, products and services, top up records, call data records which includes traffic data and location data.
* Marketing and Communications Data includes your preferences in receiving marketing from us and other Lyca entities (as chosen and consented to) and your communication preferences.
* Customer Care Data includes your feedback to us, survey responses and voice mail recordings when you contact us.

We also process your personal data to derive information so that we can make personalised offers to you. The derived information does not directly or indirectly reveal your identity. However, if we combine or connect the derived information with your personal data, it can directly or indirectly identify you. So, we treat the combined data as personal data which will be used in accordance with this privacy policy.

Where we need to collect personal data by law and you fail to provide that data when requested including updating data records or verifying the data, we may not be able to provide you with the products or services. We may also have to cancel a product or service you have with us but we will notify you if this is the case at the time.

##### **4. HOW DO WE COLLECT YOUR PERSONAL DATA?**

We use different methods to collect data from you and about you through:

Indirect interactions via our independent distributors, wholesalers and retailers.

Direct interactions. You may give us your personal data by filling in forms on our website or by corresponding with us by post, phone, email or otherwise.

Your personal data is collected when you do the following:

* Purchase our products or services;
* Create an account on our website;
* Subscribe to our services or communications;
* Request marketing to be sent to you;
* Enter a competition, promotion or survey; or
* Give us some feedback.
* Download our app.

Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies. Please see our [Cookie Policy](https://www.lycamobile.co.uk/en/cookie-policy/) for further details.

##### **5. HOW DO WE USE YOUR PERSONAL DATA?**

We will only use your personal data when the law allows us to, most commonly, in the following circumstances:

* Where we need to perform the terms and conditions we are about to enter into or have entered into with you.
* Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests.
* Where we need to comply with a legal or regulatory obligation.

We have set out below, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are, where appropriate.

Note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.

|  |  |  |
| --- | --- | --- |
| **PURPOSE** | **Type of data** | **Lawful basis for processing including basis of legitimate interest** |
| To register you as a new customer | (a) Identity (b) Contact | Performance of terms and conditions with you and where applicable, as required by law |
| To supply products and services to you including:  Managing payments Collecting money owed to us | (a) Identity (b) Contact (c) Financial (d) Billing | (a) Performance of terms and conditions with you (b) Necessary for our legitimate interests (to recover sums owed to us) |
| To manage our relationship with you and administer your account which will include:  • Notifying you about changes to our terms and conditions or privacy policy • Detecting and preventing crime and fraud • Asking you to leave a review or take a survey • Manage any concerns that you raise to our customer care department • Quality assurance and monitoring purposes | (a) Identity (b) Contact (c) Profile (d) Marketing and Communications (e) Customer Care (f) Usage | (a) Performance of terms and conditions with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services) |
| To enable you to participate in a competition or complete a survey (non-promotional) | (a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications | (a) Performance of terms and conditions with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business) |
| To market products and services to you To complete a survey (promotional) | (a) Identity (b) Contact (c) Marketing and Communications (d) Profile | (a) Legitimate interest to process marketing data (to grow our business) and consent for sending electronic marketing communications for new customers or reliance on existing customer relationship to send electronic marketing communications |
| To use data analytics to improve our website, products/services, marketing, customer relationships and experiences | (a) Technical (b) Usage | Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy) |
| To make suggestions and recommendations to you about goods or services that may be of interest to you | (a) Identity (b) Contact (c) Technical (d) Usage (e) Profile | Necessary for our legitimate interests (to develop Lycamobile products/services and grow our business) |

**Marketing**

You will receive marketing communications from us either if you have consented to receive them or you have purchased products or services from Lycamobile, and in each case, you have not opted out of receiving that marketing.  
You will also receive marketing communications from other Lyca entities if you have consented to receive such communications on their Lyca products or services.

##### **6. HOW CAN YOU MANAGE YOUR MARKETING PREFERENCES?**

If you have any questions or like to know more about Lycamobile, please do not hesitate to get in touch with us. Lycamobile has a multilingual team that operates from 9am to 6pm Monday to Saturday.

**To contact Customer Services:**

* + Dial 322 from Lycamobile Charges:**£0.09** per call
  + You can also dial **0207 132 0322** from another network phone or**+44 207 132 0322**from abroad. Charges: Call charges may vary depending upon network operators.
  + Fill out the form below or send an email to [cs@lycamobile.co.uk](mailto:cs@lycamobile.com)

You can also Contact our Customer Services Department to let us know whether you’re happy to hear from us by email, text, or telephone

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase or other purposes.

##### **7. TO WHOM DO WE DISCLOSE YOUR PERSONAL DATA?**

We may have to share your personal data with the parties set out below for the purposes set out 0cf333

* Other Lyca affiliated entities under common control (hereinafter “Lyca entities”) who provide ancillary services such as call centre support for the fulfilment of your orders and clarification any of your queries 0cf333
* Other Lyca entities where you have chosen to receive marketing communications from them on other Lyca products and services other than Lycamobile 0cf333
* External third parties who provide IT technical support services, data centre services and call centre support 0cf333
* Regulators and judicial authorities who require reporting of processing activities in certain circumstances 0cf333

If a change happens to our business where we may choose to sell, transfer or merge parts of our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

Where applicable, we require all external third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

##### **8. WHERE IS YOUR DATA TRANSFERRED TO?**

Some of our service providers are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA 0cf333

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring that the following safeguard is implemented so that there is no detriment to you.

Specifically, Lycamobile uses call centres operated by an associated company and they are based in Morocco and Philippines.

Lycamobile uses a technical services provider which is based in India.

We use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.

We will take steps to ensure your privacy rights are at least as compliant with the requirements of EU law, including requiring appropriate security measures from such third parties, set out in a contract between us, to protect your personal data.

Please contact the dedicated protection helpline if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

##### **9. HOW SECURE DO WE KEEP YOUR PERSONAL DATA?**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those staff members or other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a strict duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable supervisory authority of a breach where we are legally required to do so.

##### **10. HOW LONG DO WE RETAIN YOUR PERSONAL DATA FOR?**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal requirements.

Details of retention periods for different aspects of your personal data are available in our Data Retention Policy which you can request from us by Contacting our Customer Services Department.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case, we may use this information indefinitely without further notice to you 0cf333

##### **11. WHAT ARE YOUR PRIVACY RIGHTS?**

Subject to certain conditions under data protection laws where applicable, you have the following rights in relation to your personal data:

* Right to obtain information about your processed data and right to have access to your personal data.
* Right to correct your personal data – This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
* Right to ask us to delete your personal data.
* Right to object to the processing of your personal data.
* Right to ask us to suspend the processing of your personal data.
* Right to transfer your personal data -This enables you to ask us to transfer your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format.

Note, however, that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

* Right to revoke your consent to the processing of your personal data.

You can also inform us of your wishes regarding the storage, deletion and communication of your personal data to a third party upon your death. For this purpose, please email us at [mydata@lycagroup.com.](mailto:mydata@lycagroup.com)  
If you wish to exercise any of the rights set out above, please send your request to [mydata@lycagroup.com](mailto:mydata@lycagroup.com)

**No fee usually required**  
You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

**What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

**Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

##### **12. HOW TO CONTACT US?**

You may contact our Customer Services Department on 0207 132 0322 from any Lycamobile Account or +44 207 132 0322 from another telephone.

You may also e-mail the Customer Services Department at [cs@lycamobile.co.uk](mailto:cs@lycamobile.co.uk) or by completing the online enquiry form at [https://www.lycamobile.co.uk/en/contact-us.](https://www.lycamobile.co.uk/en/help/contact-us/)

For compliance questions in relation to this policy, we have appointed a data protection officer (DPO). So, if you have any questions about this privacy policy, please contact our data protection team at [DPO@Lycagroup.com.](mailto:DPO@Lycagroup.com)

You have the right to make a complaint at any time to the relevant data protection supervisory authority.

We would, however, appreciate the chance to deal with your concerns first before you approach the supervisory authority, so please do contact us in the first instance.

**Changes to the policy**

We have updated our privacy policy to reflect the changes in data protection laws. Historic versions are archived [here](https://www.lycamobile.co.uk/en/privacy-policy/)

##### **13. CHILDREN'S PRIVACY ?**

Our website, app and services are not aimed at children. We do not target, intend to collect or knowingly collect or otherwise process information from anyone under the age of 15.

If you are under the age of 15, we request that you do not provide us with your information and do not use our website and app.

If you are a parent or guardian of a child under 15, please contact us if you are aware that your child has used our website or app or otherwise provided their information to us without your consent. We will delete or otherwise cease processing your child’s personal information within a reasonable time to make sure that we do not contact you in the future.