

Returns & Exchange Policy

We trust you will be happy with your new purchase. However, if you change your mind or if your product is faulty, please follow the guidelines below.

These policies apply to products purchased on our website.

Change of Mind

At Vanilla Mobile, we want you to be happy with your new product. As you didn't have an opportunity to examine your product before you received it, within 14 days from the day you receive your product* we will either exchange your product (in the case of a handset only) or cancel your agreement and provide a refund as detailed below.

Exchange

If you change your mind we will be happy to change your handset provided:

- You return the product to us within 14 days** from the day you received your product*.
- Exchange is subject to availability.
- A maximum of only one handset exchange is permitted.
- If the price of the handset exchange is more than the original handset, you will be asked to pay the difference or, where it is less, we will refund the difference.

The following exclusions apply:

- Airtime only upgrades
- SIM free (unconnected) handsets
- Prepay airtime purchases (top-ups)
- Games, ringtones, downloads, Talk2Text, and graphics
- Car kits once they have been installed
- Hands-free units with earpieces that have been used
- **Orange, T-Mobile, Talkmobile** and 3 connections – we are not permitted to exchange handsets on these networks unless faulty

See below for how to arrange your exchange.

Refund

If you change your mind we will be happy to cancel your agreement and provide a refund of any amounts paid in respect of the products provided:

- You have not used any of the products. **Usage of your SIM card or handset signifies acceptance of your airtime contract and handset.** Use would include, but would not be limited to using the network for example by making or receiving a call, SMS or MMS, accessing the Web or downloading, or using any of the functions of

the product for example amending settings, saving any data, adding a contact or appointment, taking a photograph or using an application. As such, you will not be able to return your handset or cancel your airtime contract if the SIM card or handset has been used. If you use your handset whether before or after notifying us of your wish to cancel, you will be responsible for all charges incurred under your airtime contract and these may not be refunded. Additionally, you may not be permitted to cancel your airtime contract under the terms thereof. Please refer to the terms of your airtime contract for further information.

- You notify us in writing of your intent to cancel within 14 days** starting the day you received your product*.
- If your airtime provider has required a deposit and the airtime contract is cancelled, you will need to request a refund of your deposit from the airtime provider directly.
- You must take care of the products (including all equipment, manuals and accessories) until received by us so all products must be returned undamaged and unused otherwise you may be charged for the cost of collecting them or the value of the missing, damaged or used items.
- If you use your product whether before or after notifying us of your wish to cancel, you will be responsible for all charges incurred under your airtime contract and these may not be refunded.

The following products and services are excluded from this right to cancel:

- Business customers
- Prepay airtime purchases (top-ups)
- Games, ringtones, downloads, Talk2Text, and graphics
- Car kits once they have been installed
- Hands-free units with earpieces that have been used

See below for how to arrange your refund and return.

Faulty Goods

At Vanilla Mobile, we want you to be happy with your new product. Should your product develop a fault within 28 days of purchase, we are happy to either exchange it, repair it or provide a refund as detailed below. This policy does not apply where the product has developed a fault as a result of your intentional or negligent damage. For faults that have developed after 28 days, you may still be entitled to an exchange, repair or partial refund. Please call our customer service team on **0845 655 6567** to discuss your options.

You'll need to describe the fault in detail to our customer service consultant, as our expert returns team screen all faulty returns. If the fault you describe is not found on receipt by us, the original product will be returned to you and no exchange, repair or refund will be provided.

Neither exchange, repair nor refund will entitle you to cancel your airtime contract and you will remain liable for all line rental, calls and other charges under it. You may therefore prefer an exchange or repair to a refund.

Exchange

If the product is faulty we will be happy to exchange it for an identical model. Where an identical product is not available, we may provide you with a product of similar value. See below for how to arrange your exchange.

Repair

If the product is faulty we will be happy to repair it for you. Full repair terms and conditions apply - please visit our website or speak to one of our customer service advisors on **0845 655 6567** for details. See below for how to arrange your repair.

Refund

If the product is faulty we will be happy to provide you with a refund of the price paid for the faulty products provided:

- Where you have used the handset or used the SIM card in the handset you will be deemed to have accepted the physical condition of the handset and we will only provide a refund if there is a fault with the operation of the handset.
- We are unable to refund any unused airtime credit on the return of a pre-pay handset.

See below for how to arrange a refund.

How to arrange an exchange

1. **You must first call our exchange team on 0845 655 6567** who will explain how to exchange the product.
2. You must return the product to us within 7 days of notifying us of your wish to change your mind or the fault.
3. Incomplete exchanges cannot be accepted and will be returned to you.
4. For data protection reasons we will require the following information to process your exchange:
 - Your full name and full address (including postal code)
 - The transaction number of your purchase (included on the upper right-hand corner of your invoice)
5. Please ensure you include all of the following items: handset, battery, charger, manual and any included accessories.
6. **However, you will need to keep the SIM card – you'll use it in your replacement handset.**
7. Please ensure that any data that you wish to retain that has been put on the handset (contacts, photos, downloads, etc) has been saved elsewhere if possible as you will not be able to transfer the data once you have sent us the handset.
8. Please enclose all original packaging.
9. Please ensure you enclose proof of purchase.
10. Liability for the handset remains with you until we receive the handset. As such, we recommend the use of Royal Mail Special Delivery.

On exchanges, we will despatch your new handset once our returns team has received your original handset (complete with all accessories and packaging as described above).

How to arrange a repair

1. In relation to a mobile phone handset, you must either take your handset to one of our 51 Express Repair Centres for a same day repair or take your handset into any Carphone Warehouse store for an insured 'send away' repair service.
2. In relation to a product other than a mobile phone handset, we recommend you follow the manufacturer's repairs procedure for the speediest service. Please call our customer service team on **0845 655 6567** to discuss your options.

3. Please ensure that any data that you wish to retain that has been put on the product (contacts, photos, downloads, etc) has been saved elsewhere if possible as you will not be able to transfer the data once you have sent us the product.
4. Please ensure you provide proof of purchase.

How to arrange a refund and return

2. **For Change of Mind returns, we recommend you first call our returns team on 0845 655 6567** who will explain how to write to us to cancel and return your product. Alternatively, please write to us at Direct Returns, CPW Logistics Centre, Bilston Road, Wednesbury, W Midlands, WS10 7JN advising of your wish to cancel and enclosing your product. If you write to us but do not enclose the product, you must in any case return it to us at the address above within 7 days of notifying us of cancellation to the address above. Returns are made at your cost. If we have to collect the product from you, you must make it available for collection and we will be entitled to charge you the costs of collection (which may be substantial).
3. **For Faulty returns, you must first call our returns team on 0845 655 6567** who will explain how to cancel and return the product. You must return the product to us within 7 days of notifying us of the fault.
4. For data protection reasons we will require the following information to process your cancellation and return:
 - Your full name and full address (including postal code)
 - The transaction number of your purchase (included on the upper right-hand corner of your invoice)
5. If you have requested to keep your existing mobile number and you have cancelled your agreement for the handset, you must contact the airtime provider to which you moved your number to and request a new Port Authority Code if you wish to keep this mobile number.
6. Please ensure you include all of the following items: handset, battery, charger, manual, unused SIM card (unless you are upgrading your handset and have not been provided with a new SIM card), and any included accessories.
7. Please enclose all original packaging and proof of purchase.
8. It is your responsibility to show that any cancellation notice has been posted and to ensure that the product is received by us and we therefore recommend the use of Royal Mail Special Delivery.

This Refunds, Exchange and Repair Policy does not affect your statutory rights.

* You will be deemed to have received this Welcome Pack, the Terms and Conditions of Sale and the product when we have tried to deliver them to you even if you were not there to collect them.

** The returns/exchange period will be extended over the Christmas / New Years period. Please visit our website during the month of December and January for further details.