



by  **vodafone**

VOXI by Vodafone

VOXI Terms and Conditions

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## Your agreement with us

Your agreement is with VOXI (trading under Vodafone Limited, registered in England under number 1471587) at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It is made up of these Terms, and the VOXI [Pricing Guide](#). We also encourage you to take a look at our Acceptable Use Policy which also makes up your “Agreement” with us. You can find these documents at [www.voxi.co.uk/terms-conditions](http://www.voxi.co.uk/terms-conditions).

You should also look at our [Privacy Policy](#) on how we use personal information and [Cookie Policy](#).

## 1. Services and coverage

- a. You agree to act in accordance with this Agreement when you activate your SIM card.** When you become a VOXI customer, you can choose which Plan you would like to use. Your Plan is the 30 day package of services you have chosen to receive, which can be updated from time to time. You can change or opt out of this Plan at any time, and this change will take place at the end of that 30 day Plan. If you opt out of your Plan and do not choose another Plan, you can still use your SIM card for phone calls and texts by paying our standard charges using your top up credit. Read the VOXI [Pricing Guide](#) for more info.
- b. As a customer, you can only have one VOXI account and one active VOXI SIM card per account.** However, you can have other Vodafone products on the same account or on a separate Vodafone account (e.g. mobile broadband, Vodafone mobile plans).
- c. We aim to provide you with the services at all times.** We'll provide our services with reasonable skill and care. However, due to the nature of mobile technology, our services are not fault-free and are not available everywhere in the UK. Please check the predicted coverage in your area on our [Network Coverage Checker](#). There are a number of reasons why you may find problems with the services, including moving home or work, weather conditions, damage to our network, the number of people using the network and so on. During busy periods on our network we may need to manage traffic to ensure everyone has access to our services. For more information on our traffic management process please see the [Traffic Management Policy](#). Please contact us if you experience a service issue and we'll attempt to fix it.
- d. Problems with our services.** If we have to interrupt our services for maintenance or because of a technical fault on our network, you may be entitled to a partial refund based on the number of days you are without our services. This does not affect your entitlement to a refund when your agreement with us ends, as set out in the section

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**“5.f. Refunds”** below. If you are experiencing a materially degraded service for an unreasonable period of time, you can cancel the service at any time (please see section 5.a below if you want to end the Agreement). We’ll not be responsible for any loss of service due to something outside our reasonable control. To receive a partial refund or end the Agreement, you must report to us a severe disruption which we will assess against your typical usage history.

- e. **We will use reasonable efforts to give you access to networks in other countries.** We call this ‘roaming’. Overseas networks may be limited in quality and coverage. Any access to overseas networks will depend on the arrangements between us and the foreign operators. Please see the European Roaming Pass Terms and Conditions and [Pricing Guide](#) for the details of roaming charges.

## 2. Using the services

- a. **You are responsible for anyone who uses your mobile services, which are only for your personal non-commercial use**
- b. **You must not use your mobile services for any purpose we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities.** For more information on using our services and restrictions please review our [Acceptable Use Policy](#).
- c. **Excessive usage for unlimited data or calls.** We reserve the right to suspend the service if we have reason to believe that the SIM card is being used for commercial purposes, fraudulently or is having an adverse impact / damaging our network in any way. The longest single call you can make is 3 hours.
- d. **We will choose a number for you to use with your mobile device on the network.** If you have an existing number, we will provide the opportunity for you to move it over to VOXI. However, we reserve the right to change your phone number if needed - if you have registered with us, we will let you know if this is the case.
- e. **The phone number, SIM card and software in it does not belong to you and we are licensing it to you to use with the services only.** We may change your SIM card or tell you to return it at the end of this Agreement.

## 3. Payment

- a. **Payment for your Plan is taken in advance:** we ask that you register a payment method (e.g. debit, credit card) to pay for any recurring charges, or one time purchases (e.g. Extras). We will send a payment confirmation by email each time we take payment for your Plan or Extras. You will be granted a grace period of 2 days if your recurring payment for your Plan fails. If you fail to update your payment details, your Plan will be removed at the end of 2 days. Any other recurring products will be removed after initial payment failure.
- b. **You need to top-up your account or purchase certain add-ons to be able to use any of the services that are not included in your Plan,** for example, roaming outside of the United Kingdom, or if you want to use pay as you go services by unsubscribing from your Plan (for example for UK-only calls). We will credit your account once we have time to process the payment in line with the rules relating to the service or the Plan. Each time you use the services outside your Plan or Extras, it reduces the top-up credit you have bought.

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## 4. Losing your mobile device

If your mobile device containing your VOXI SIM card is stolen, damaged, destroyed or lost, we do not have to give you any refund for any services that you have paid for in advance or for the cost of the mobile device. You must contact us '<https://voxi.co.uk/contact-us>' as soon as possible so that we can suspend our services and stop someone else using your mobile. This does not affect your entitlement to a refund when your agreement with us ends, as set out in the section **"5.f. Refunds"** below. Your maximum liability for charges incurred up until you notify us will be as follows:

**Notification within 24hrs:** £100 maximum

**Notification 24+hrs – 5days:** £500 maximum

**Notification 5 days+:** all charges until you have reported to us.

## 5. Suspension, disconnection and ending the Agreement

**a. Because you simply want to leave us.** If you want to end the Agreement, because you simply want to leave us, you can cancel by [contacting us](#). If you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you. Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. When you use your PAC or STAC your Agreement will terminate at the same time your number is ported or your service is switched. If you do not use a PAC or STAC within the 30-day period, your Agreement with VOXI will continue. Please note that if you end the Agreement or use a PAC or STAC you may lose the value of any remaining credits or allowances. This does not affect your entitlement to a refund when your agreement with us ends, as set out in the Refunds section below.

**b. If we want to suspend our services or end the Agreement.**

We may suspend our services (in whole or in part, including the provision of equipment if applicable) or end the Agreement if,

- (i)** you use the services in a detrimental way (see [Acceptable Use Policy](#));
- (ii)** you choose not to use the service for 180 consecutive days. Using the service means purchasing a Plan, topping up or making any chargeable outbound activity;
- (iii)** you breach a fundamental obligation under the Agreement;
- (iv)** you use any of our services in a way that may damage or affect the operation of our network;
- (v)** you tell us that your mobile device containing your VOXI SIM card has been lost or stolen;
- (vi)** you become bankrupt or make an arrangement with creditors. We may need to suspend our services if asked to do so by regulators or if required by law;
- (vii)** we consider it necessary to safeguard the security and integrity of our network or to reduce the incidence of fraud.

We may end the Agreement if we are permanently unable to provide our services to you.

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- c. If we suspend the mobile services** because you have chosen not to use them (as defined in **5b(ii)** above) for 180 consecutive days we will send you a text notifying you that you should purchase a Plan or top up your account or make a chargeable outbound call (but not calls to **191**), send a chargeable text or use your data within the next 90 days. If you then fail to do so within 90 days from the date of the text because you have not kept to this Agreement or not used the services for 270 consecutive days, we will disconnect your mobile services and you will lose any credit held on your account.
- d. If you want to end the Agreement**, because you simply want to leave us, you can cancel by [contacting us](#) or request to port out at any time – please be aware that you may lose the value of any remaining credits or allowances. This does not affect your entitlement to a refund when your agreement with us ends, as set out in the section “5.f. Refunds” below.
- e. We will try to tell you when we suspend, restrict or end your use, but we do not have to.**
- f. Refunds.** Up to 60 days after your agreement with us ends, you may request a refund of any unused credit or wholly unused, unexpired bundles purchased on or after 17 December 2021 by contacting us by webchat. We will charge an administration fee of 5% (up to a maximum of £5) of the value of your unused credit purchased on or after 17 December 2021 (as applicable) and wholly unused, unexpired bundle(s) (as applicable) when processing your refund. We will not provide refunds for any partially used bundles or any expired bundles. This does not affect your statutory right to change your mind about your purchase within the 14 day cooling off period – please consult our [Returns Policy](#) for more information. Your right to a refund may be subject to you passing appropriate checks in place to combat financial crime.

## 6. Changing charges or services

- a. We may change your Agreement, our services or charges at any time in order to do one or more of the following:**
- (i)** Change the way in which we provide services to you (for example, allowing you to call a new category of number with your phone plan);
  - (ii)** Change the structure of our services, charges or equipment (where applicable);
  - (iii)** Change the amount payable for part of the services, including without limitation additional services (for example, we may change the amount payable for certain types of calls if our international partners increase their costs);
  - (iv)** Remove and/or replace some or all of the equipment where applicable;
  - (v)** Place limits on the way you use our services (for example, if we suspect that you have committed an illegal act while using our services);
  - (vi)** Stop providing all or part of the service to you;
  - (vii)** Additional services. We may increase the charges for an optional additional service that does not form part of the main service. Charges for additional services may change from time to time and may be outside of our control. We'll notify you of these changes unless the services are offered by a third party; or

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- (viii) Out of bundle services** (for example roaming, international calls). We may increase charges for out of bundle services at any time.
- b. We are also entitled to make the following changes to the Agreement, our services or charges (together, the **“Permitted Changes”**):
- (i)** We may make administrative or technical changes;
  - (ii)** We may make changes that have no negative effect on your use of the service;
  - (iii)** We may make changes that are to your benefit;
  - (iv)** We may provide new features of the service to you;
  - (v)** We may maintain or improve the services we provide;
  - (vi)** We may clarify the Agreement so it is easier to understand;
  - (vii)** We may make changes required by:
    - a.** applicable laws;
    - b.** regulations;
    - c.** codes of practice;
    - d.** a regulator; or
    - e.** a court of competent jurisdiction;
  - (viii)** We may reflect a change in the way we organise and/or operate our business;  
or
  - (ix)** We may reorganise where certain terms of the Agreement are set out.
- c. We don't know what will happen in the future, so we may need to change your Agreement, our services, or charges for a reason other than those specified above in part a) and b).
- d. If we make a change to the Agreement, the services or the charges which (i) has a negative impact on your use of the service (in our reasonable opinion) and (ii) is not a Permitted Change, as set out above, you will have a right to leave your Agreement. If that's the case, we'll usually give you at least 30 days' notice but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons. To exercise your right to leave, you'll need to tell us within that 30-day period or sign into your account anytime, go to 'plans' and stop your plan. If you take no action within 30 days of us telling you about the changes you'll be considered to have accepted those changes.

## 7. What we do with your information and contacting us

- a. What do we do with your data?** Our [Privacy Policy](#) sets out how we and our group companies may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our Website at [www.voxi.co.uk/terms-conditions](http://www.voxi.co.uk/terms-conditions) and you should check back every now and then for the latest version. For any queries, you can contact us at [customerdataquery@vodafone.com](mailto:customerdataquery@vodafone.com)
- b. Fraud prevention agencies.** The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and

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money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details explaining how the information held by fraud prevention agencies may be used can be found in our [Privacy Policy](#).

- c. Contacting us and complaints.** We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please refer to [help.voxi.co.uk](http://help.voxi.co.uk) for details or you can simply send your complaint to VOXI at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. If it is privacy related, please see our [Privacy Policy](#) or you can contact us at [customerdataquery@care.vodafone.co.uk](mailto:customerdataquery@care.vodafone.co.uk);
- d. If we can't fix your issue,** you may ask that the matter is referred to an independent ombudsman under our Customer Complaints Code or by contacting us.

## 8. Other useful information

- a. Liability.** We'll not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims.
- b. Transferring the Agreement.** We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.
- c. Your number.** When you use your mobile device, your number may be shown to the device being contacted. Your number will always be shown if you contact **999** or **112**.
- d. Vodafone Limited** is authorised and regulated by the Financial Conduct Authority for consumer credit lending and insurance distribution activity (Financial Services Register No. 712210) Registered in England and Wales. Company No 01471587. Registered Office: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

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