

**These terms and conditions apply to the purchase of ASDA Mobile SIM-Only Services.**

## **Do you need extra help?**

[If you would like this contract in another format (for example: paper, email, audio, large print or braille) please contact us either by ringing [+44 \(0\) 808 006 2732](tel:+4408080062732) or emailing us at [Asda.mobile@help.vodafone.co.uk](mailto:Asda.mobile@help.vodafone.co.uk)]

In this contract:

- 'We', 'us' or 'our' means ASDA Mobile, part of ASDA STORES LIMITED, (a company registered in England under number 464777), whose registered office is at ASDA House, Southbank, Great Wilson Street, Leeds LS11 5AD, VAT number GB 362012792; and
- 'You' or 'your' means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact the ASDA Mobile Team by:

- Calling [2732](tel:2732) from your handset or [+44 \(0\) 808 006 2732](tel:+4408080062732) from any phone; and/or
- [Asda.mobile@help.vodafone.co.uk](mailto:Asda.mobile@help.vodafone.co.uk)
- If you are unable to read or hold a telephone because of sight loss or other disability then we have directory enquiry services available by calling 195 for free from your handset. To use these services, you must first have registered by calling [0800 587 0195](tel:08005870195).

## **1. Introduction**

**1.1)** If you buy mobile phone services from us on our website or over the phone, you agree to be legally bound by this contract. The description of the mobile phone services are more fully described in clause 11 below ("the Services"). This contract is only available in English. No other languages will apply to this contract.

**1.2)** When buying any Services you also agree to be legally bound by:

1. the mobile charges document set out [here](#) or on request from the ASDA Mobile Helpline (and incorporated into these terms and conditions) detailing the charges for usage ("Price Plan") of your mobile phone ("Mobile");
2. the wording and instructions on the packaging of your Mobile which includes the operating manual for the Mobile; our network provider's Acceptable Use Policy available at: <https://www.vodafone.co.uk/cs/groups/configfiles/documents/contentdocuments/vfcon058965.pdf>; and
3. if you buy Services from our website, our website terms and conditions.

All of the above documents form part of this contract as though set out in full here.

## **2. Ordering Services from us on our ASDA Mobile website**

**2.1)** Below, we set out how a legally binding contract between you and us is made when you order Services from our ASDA Mobile website.

**2.2)** You place an order for your SIM, or to purchase top-ups and bundles on the website site by clicking on the 'Make Payment' button. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

1. When you place your order at the end of the online checkout process (e.g. when you click on the 'Make Payment' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted
2. We may contact you to say that we do not accept your order. This is typically for the following reasons:
  1. the Services are not available;
  2. we cannot authorise your payment;
  3. you are not allowed to buy the Services from us;

4. we are not allowed to sell the Services to you; or
  5. there has been a mistake on the pricing or description of the Services.
3. We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
1. a legally binding contract will be in place between you and us; and
  2. we will provide the Services to you.

### **3. Pay as you go service**

**3.1)** Your SIM Only Pack will be supplied to you pre-connected to the network of our partner Vodafone (the "Network") and will be activated the first time you use your SIM card for a chargeable event (such making an outbound call, sending a text or using mobile data) for provision of the Services and such use will be charged in accordance with the Price Plan. If you ordered your SIM card online, upon receipt of your order, your SIM card will be posted to you free of charge.

**3.2)** Each purchase by you of top-ups for the use of the Services is confirmation by you of your agreement to these terms and conditions, as amended from time to time. You agree to use the Services in accordance with our network provider's Acceptable Use Policy available

at: <https://www.vodafone.co.uk/cs/groups/configfiles/documents/contentdocuments/vfcon058965.pdf>

**3.3)** We will provide our Services with reasonable care and skill, of the quality generally provided by a competent mobile telecommunications provider. We aim to provide you with the Services at all times, relying principally on the Network and meeting service levels where we can such that on average, 99% of outdoor hand portable calls using the Network will be successful in our declared coverage areas in the UK (including Northern Ireland). However, we cannot provide a fault free service and our ability to provide the Services may be affected by circumstances beyond our control. 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 Services.

**3.4)** We will use reasonable efforts to get you access to international networks when you are abroad. We call this "roaming". We will send you an alert with information on pricing when you start roaming. You should bear in mind that overseas networks may also be limited in quality and coverage. Access to overseas networks will depend upon the arrangements between the foreign operators and our partner Vodafone. Please call the ASDA Mobile Helpline on 2732 from your Mobile or +44 (0) 747 002 2732 from any other phone when you are abroad for details. Charges for calls overseas are included in the Price Plan.

**3.5)** To prevent you spending too much, we have set a spending limit of £40 on mobile data use and we will pause your data usage once you spend £40 on mobile data whilst roaming in our European region or worldwide. We will ask you if you want to carry on purchasing mobile data whilst roaming and restart your access if you tell us to.

**3.6)** When roaming in our European region you will be able to use your bundle allowances for texts and calls at no extra cost. If your bundle includes mobile data, you will also be able to use your bundle allowances for mobile data at no extra cost up to a fair use limit of 5GB per month (or, if your bundle data cap is less than 5GB per month, up to your bundle data cap). We will send you alerts when you use 80% and 100% of your fair use limit. If you go over your European roaming data cap, our standard UK pay as you go charges for mobile data will apply.

**3.7)** This "roam like at home" facility in our European region is available to anybody who is normally resident in the UK or who has stable links entailing a frequent and substantial presence in the UK. If, over a 4 month period, your use of the service suggests to us that you may not meet this requirement we may ask you to provide reasonable evidence of your normal place of residence and of your frequent and substantial presence in the UK. Examples of such evidence might include an address and utility bill, evidence of UK employment or proof of registration with a UK public authority. If you do not provide such evidence within a two week period after our request then we may, without further notice, start to apply additional roaming charges (specified by the European Commission) for your Services (see your Price Plan for details of these additional charges).

**3.8)** The destinations in our European region are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Reunion, Romania, Slovakia, Slovenia, Spain and Sweden.

**3.9)** At our discretion using reasonable care and skill, we can refuse to provide any part of the Services to you, we may do this for example if you do not comply with these terms and conditions or the Vodafone Mobile Acceptable Use Policy. If you feel that your Mobile should not be barred, please contact us.

**3.10)** In the interest of other users, we must limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not (nor allow others to) record any abusive, obscene or hoax messages likely to cause offence.

**3.11)** You must comply with any instructions we give you about the Services. You must not reverse the charges on any telephone call or accept a reverse charged call. These terms and conditions also apply if you loan/give your Mobile to someone else.

**3.12)** In receiving the Services, you must not (nor allow others to) use your Mobile/SIM card for any immoral, obscene, defamatory, offensive or otherwise unlawful purpose.

**3.13)** You can use the Services to link into web sites, resources and/or networks worldwide. We accept no responsibility for the content, accuracy, services or otherwise in respect of these and you agree to conform to the acceptable use policies of such web sites, resources and/or networks.

**3.14)** While we take steps to keep your communications secure, security of your communications is not guaranteed. As such it is possible that your communications may be unlawfully intercepted or accessed by people you have not authorised. Digital network communications are encrypted so are safer but even these cannot be guaranteed. Please see the ASDA Mobile website for information about how to keep your communications secure.

**3.15)** Calling credit may be limited as set out in the Price Plan. Calling credit is calculated by the rate set out in the relevant section of the Price Plan. Calling credit will be credited to you upon acceptance by us of the top-up (as defined below) in accordance with the Price Plan.

**3.16)** The charges for calls, texts and data are set out in the Price Plan. The maximum call length is 3 hours. For longer calls hang up and re-dial. The minimum call charge for voice and data calls is the charge for one minute. The call charges detailed are per minute and apply to standard national and local UK calls to fixed phones unless otherwise stated. Please note that prices set out in the Price Plan are subject to change from time to time.

## **4. Payment**

**4.1)** You pre-pay for the Services by topping up your account with us ("top up"). You do this by purchasing top-ups. You can make one-off payments (including to purchase pre-loaded SIMs for bundles), or you can set up auto-recurring bundle top ups and auto low balance top ups, as further described at clauses 4.3, 4.4 and 4.5 below). You can do this:

1. via this ASDA Mobile online top-up service; or
2. by calling the ASDA Mobile Helpline on [2732](tel:2732) from your Mobile or [+44 \(0\) 808 006 2732](tel:+4408080062732) from any other UK phone or [+44 \(0\) 747 002 2732](tel:+4407470022732) whilst roaming.

You can also purchase top-ups using a top-up card that you have linked to your SIM card in any ASDA store, at your local post office or any location that displays a top-up logo. Please see <https://www.asdamobile.com> for further information on how you can purchase top-ups.

**4.2)** You can purchase top-ups for a minimum value of £5 and a maximum value of £50 in any single transaction, and up to a maximum account balance of £500. Top-up credit can be used for calls, texts and mobile data or to purchase bundles and add-ons.

**4.3)** To use the ASDA Mobile online top-up service you will need to complete the online 'My Account' registration process. Successful registration enables you to:

- purchase top-ups, bundles and add-ons,
- update and manage your personal details and preferences,

- suspend or transfer your SIM; and
- register and update your credit or debit card details.

**4.4)** You can register up to 4 credit or debit cards. We accept Visa and Mastercard only, and cards must be issued by a UK bank. Your card details will be stored securely by our payment gateway provider and card acquirer. Please refer to <https://www.asdamobile.com> for further information on how to purchase top-ups.

**4.5)** You may set up a recurring payment method that enables you to automatically purchase a bundle to your account by a payment amount in whole pounds selected by you of between £5 and £50 on the same date of each month (between days 1 to 28). You can cancel or change your pre-selected bundle and the specific date on which the bundle is added to your account by logging in to your online account at <https://mobile.asda.com/my-account>, or by calling the ASDA Mobile Helpline on [2732](tel:2732) from your Mobile or [0808 006 2732](tel:08080062732) from any other phone.

**4.6)** You may also set up an automatic low balance payment method that enables you to automatically top-up your account (subject to any maximum amount set by you as further described below) by a top-up amount in whole pounds selected by you of between £5 and £50 when the credit balance on your top-up account is equal to a low balance threshold of a value between £5 and £50 as selected by you ("auto low balance top up"). You may also set a maximum amount your account may be topped-up within a 30 day period. If you reach the maximum amount or an auto low balance top-up would cause the maximum amount to be exceeded within a 30 day period, an auto low balance top-up will not be applied to your account even if your credit balance reaches the applicable low balance threshold. In these circumstances, you will receive a SMS informing you of when the next auto low balance top-up will be applied and payment be taken. You can change your pre-selected top-up amount, the low balance threshold, and the maximum amount your account may be topped-up in a 30 day period by logging in to your online account at [mobile.asda.com/my-account](https://mobile.asda.com/my-account) or by calling the ASDA Mobile Helpline on [2732](tel:2732) from your Mobile or [0808 006 2732](tel:08080062732) from any other phone.

**4.7)** If you choose to set up an auto low balance top-up, we will send you a SMS when it is set up and every time the applicable top-up is made (or not able to be made). Such SMS shall include information on how you may amend or cancel these automatic top-ups. We shall also send you a SMS when an auto low balance top-up is cancelled.

**4.8)** We will collect payment from the payment card assigned by you for any auto-recurring bundles or auto low balance top-up payments. As part of setting up the relevant automatic top-up you will be asked to confirm your consent to the following:

1. for your chosen card details to be stored for future use for purposes of taking the relevant automatic top-up payments;
2. you give us permission to take the applicable auto-recurring bundle or auto low balance top-up payments from your chosen debit or credit card at the applicable times in accordance with your instructions and these terms and conditions.

**4.9)** Except in cases where pre-payments have been applied to your top-up account as the direct result of our error, your pre-payments are not repayable by us nor is interest payable on any credit you have with us. Each time the Services are used by you (or someone else using your Mobile), the top-ups you have purchased are reduced, by reference to the relevant charges in the Price Plan. Except in the case of an obvious error, our records are definitive in determining how much your account is topped-up and the rate of use of the Services.

**4.10)** For a complete schedule of all our current mobile charges please call the ASDA Mobile Helpline or visit the Price Plan pages on [www.asdamobile.com](http://www.asdamobile.com). All charges include VAT at the prevailing rate. Charges are subject to change from time to time and will be published on [www.asdamobile.com](http://www.asdamobile.com).

**4.11)** If you owe us any money and this is not paid when it should have been paid, we may recover this from any credit balance on your top-up account held by us or from any debit or credit card details of which you have given us.

**4.12)** If your Mobile is stolen, damaged, destroyed or lost, we have no obligation to give you any refund for any Services that you have paid for in advance or for the cost of the Mobile. Please contact us immediately so that we can prevent further calls being made using it. It is also your responsibility to contact us as soon as possible to cancel any auto-recurring bundle or auto low balance top-up you have set up.

**4.13)** If you have set up an auto-recurring bundle or auto low balance top-up you must ensure that your selected payment method is up to date at least 72 hours in advance of application of any attempted top-up. It is your responsibility to ensure that your chosen payment method has sufficient funds. We shall not be responsible for any additional charges which may be imposed on you by your bank or card issuer. If we are unable to take payment for any auto-recurring bundle and auto low balance top-up on three occasions from the same payment method, the applicable automatic top-up(s) will be automatically cancelled. We will send you a SMS informing you of any such cancellation and if you wish to reactivate any auto-recurring bundle and auto low balance top-up you must do so by logging in to your online account at [mobile.asda.com/my-account](https://mobile.asda.com/my-account), by calling the ASDA Mobile Helpline on [2732](tel:08080062732) from your Mobile or [0808 006 2732](tel:08080062732).

**4.14)** If you have set up an auto-recurring bundle or auto low balance top-up we will continue to take these payments according to your instructions at the point of set up until you tell us to stop or if there is a period of 270 days of inactivity on your SIM card.

**4.15)** You may stop an auto-recurring bundle and an auto low balance top-up by logging in to your online account at [mobile.asda.com/my-account](https://mobile.asda.com/my-account), or by calling the ASDA Mobile Helpline on [2732](tel:08080062732) from your Mobile or [0808 006 2732](tel:08080062732). You must tell us to stop at least 72 hours before any auto-recurring top-up or auto low balance top-up is due to be applied or is triggered, otherwise we cannot guarantee that payment will not be taken from your chosen payment method.

**4.16)** We shall be entitled to suspend or terminate any auto-recurring bundle and auto low balance top-up selection at any time, for any reason, including (but not limited to) to complete fixes, patches, upgrades and modifications to these services.

## **5. Suspension and disconnection**

**5.1)** We or our network provider can suspend (i.e. bar) or terminate the provision of the Services (in whole or in part) without telling you (although we will, where possible, inform you that action may be taken):

1. if we are aware or have reason to believe that your Mobile or the Services or number/password used in relation to the Services is/are being used:
  1. for any immoral, obscene, defamatory, harmful, offensive, fraudulent or otherwise unlawful purpose;
  2. to make offensive or nuisance communications in whatever form; or
  3. to make or receive reverse charge calls.
2. if we are aware or have reason to believe that you are using the service for:
  1. primarily business purposes (including providing commercial services using our network to any third party without our express prior written consent); or
  2. for criminal activities (or if your Services have previously been so-used before, regardless of whether this is or was with your consent or not);
3. if we are aware or have reason to believe that your right to use any number and/or password used in relation to the Services and/or your Mobile is or has been obtained in an unauthorised, unlawful, improper or fraudulent way or for criminal activities (regardless of whether this is with your consent or not);
4. if we think you are not complying with any of the rules relating to the Services, including our network provider's Acceptable Use Policy;
5. if we believe you are making calls or sending data (or you allow others to do these things) which are a nuisance, abusive, a hoax, menacing or indecent, (including to the ASDA colleagues who deal with enquiries concerning the Services) racist, immoral, offensive, obscene, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), or otherwise objectionable or unlawful;
6. if we are aware or have reason to believe that when you have topped-up (or have attempted to top-up) your Mobile via the ASDA Mobile Helpline or otherwise electronically, you have paid or are purporting to pay, using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. In such circumstances, we may also:
  1. bar the Mobile for outgoing service; and/or
  2. bar the Mobile number so that it is no longer available for use for top-ups or other electronic facility. We may remove the bar when we have been paid the amount owing to us in full;
7. if you notify us that your Mobile has been lost or stolen;
8. if you use a Mobile that damages or could damage, disrupt or put at risk our network;
9. if you illegally establish, install or use a GSM Gateway;

10. if you do anything (or allow anything to be done) which we think may damage or detrimentally affect the operation or security of the Network or the Services or you become bankrupt or make any arrangement with creditors or, if a company, you go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets; or
11. for reasons outside of our control, for example the Services may be impaired by geographic, atmospheric or Network traffic.

**5.2)** If you do not make a chargeable call or send a chargeable text within a continuous period of 270 days we will suspend the Services and your mobile number will be cancelled. If you have any credit or top-ups held on your account at the time of suspension or disconnection this will be lost. If you wish to reconnect to ASDA Mobile we will send you out a new Asda Mobile SIM card that will contain a new number and it will not be possible to assign your old number to the new SIM card.

**5.3)** Where we have disconnected the Mobile for cause as set out in 5.1 above, reconnection will be at our discretion. Top-ups will not be refunded to disconnected accounts.

## **6. Cancellation and Termination**

**6.1)** If you purchase your SIM and top-ups and bundles via the Asda Mobile online top-up service or by phone, there's a 14 day cooling off period where you may cancel the Services if you let us know within this period that you have changed your mind. [You may use the model cancellation form [available here](#)]. Please note that by using the top-up credit or bundle you agree to accept these terms and conditions and agree that the Service may start before the end of the cooling-off period. If you have used any credit or bundle prior to cancellation you will not be refunded for the proportion of the credit or bundle that you have used, as calculated by us. SIMs, bundles and top-ups purchased in-store are non-refundable.

**6.2)** If you no longer wish to receive the Services and want to join another network while keeping your ASDA Mobile number, you must inform us so that we can request from our partner, Vodafone, your Port Authorisation Code (PAC). We are entitled to charge your new network provider with the reasonable cost of porting your number to the new network provider. Please note that all top-ups are non-refundable, and that any unused credits will not be repaid to you if you decide to stop using the Services.

**6.3)** You will remain liable for any other services including those provided by third parties you have taken up to the moment we cancel your Services. You agree to pay us promptly on termination of the Services, any money outstanding at the date of termination and we reserve the right to recover any money due to us as set out in clause 4.10 above.

## **7. Changes we can make to the Price Plan, Services and terms of this agreement**

**7.1)** We may make changes to the Price Plan and the terms of this agreement, including to introduce new terms and conditions and charges to the Price Plan, at any time for one or more of the following reasons, acting reasonably:

1. if we introduce new Services, features or benefits;
2. to update, upgrade, enhance or modify the Services;
3. if the costs to us of providing the Services, or running our ASDA Mobile business increases (for example if our Network provider and other businesses we buy our services or products from increases their prices);
4. to reflect changes and developments in technology;
5. to reflect changes in laws, regulation or regulatory guidance applicable to us;
6. to reflect changes to Vodafone's telecommunications licence; and
7. to make the terms of our agreement clearer or easier to understand.

Any changes will be proportionate to the circumstances giving rise to the change.

**7.2)** We will notify you of any changes in the Price Plan or terms and conditions by giving you not less than one month's notice, unless the proposed change is exclusively to your benefit, is of a purely administrative nature and has no negative effect on you, or is directly imposed by law, in which case we will give you reasonable notice. If we believe any change in the Price Plan or terms and conditions is exclusively to your benefit, we may make the change without notice. Any changes to the Price Plan will be published and available by calling the ASDA Mobile Helpline.

**7.3)** We may introduce new Services, features or benefits and update, upgrade or enhance the Services at any time, without notice. We may change or withdraw the Services (or part thereof) at any time, for any one or more of the following reasons, acting reasonably:

1. if the costs to us of providing the Services, or running our ASDA Mobile business increases (for example if our Network provider and other businesses we buy our services or products from increases their prices);
2. to reflect changes and developments in technology;
3. to reflect changes in laws, regulation or regulatory guidance applicable to us; and
4. to reflect changes to Vodafone's telecommunications licence.

We may also need to change or withdraw the Services (or part of the Services) for other reasons due to circumstances arising at the time, or which we are unable to anticipate. If we need to make a change due to another reason, we will act reasonably

Any changes will be proportionate to the circumstances giving rise to the change.

**7.4)** We will give you reasonable notice of changes to or withdrawal of the Services in a way which we consider is reasonable. You will be able to use any credit that you have accumulated, up until the time of withdrawal of the Services.

**7.5)** By continuing to use the Services you agree to any changes we make to the Price Plan, terms and conditions and the Services. If you are not happy with any changes, then you do not have to continue to top-up your account and you may terminate your agreement with us by notifying us that you do not accept a change, and we will refund any unused credit on your account.

**7.6)** It is unlikely, but we may need to change your voicemail number, Mobile number or other number or code from time to time. Where you have registered your details with us we will let you know if such a change is required.

## **8. Liability and exclusions**

**8.1)** If we fail to comply with these terms of use we shall be responsible to you for loss or damage that you suffer which is a direct, foreseeable consequence of us breaking these terms, or any losses or damage you suffer as a result of our failing to use reasonable care and skill in our provision of the Services.

**8.2)** We will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, or for any loss or damage that is indirect and/ or was not reasonably foreseeable at the time these terms and conditions were entered into. We are only responsible for direct losses as a result of us breaching these terms and conditions. Our liability to you in relation to these terms and conditions is limited to £350.

**8.3)** There may be occasions when we are unable to provide the Services because of something outside of our reasonable control. We will not be liable to you if that is the case. This includes but is not limited to: network failure; services suspension dictated by the Network provider in order to carry out repairs, maintenance or updating; where required by law; or in order to protect you against any possible harm.

**8.4)** If you are a consumer, these terms and conditions shall not affect any rights which you may have under the Consumer Rights Act 2015 (also known as your 'statutory rights'). You may also have other rights in law.

**8.5)** Nothing in this agreement excludes or limits our liability in connection with death or personal injury caused by our negligence, or for fraudulent misrepresentation.

## **9. ASDA and personal data**

**9.1)** We process your personal data in accordance with our privacy policies as amended from time to time. You can find the latest version of the ASDA Privacy Centre Privacy Policy here <https://www.asda.com/privacy/your-information> where you will also find specific information relating to how we process your personal data for ASDA Mobile, which you can also access directly here <https://www.asda.com/privacy/your-information/asda-mobile>.

**9.2)** If you would like more detail about how we process your personal data, please get in touch with us using the Contact Us page.

## **10. Miscellaneous**

**10.1)** We may transfer the benefit of these terms and conditions to anyone else at any time, provided that in doing so the rights and benefits which you enjoy as a customer shall not be reduced or otherwise adversely affected. If you wish to transfer your contract to someone else, you can if we agree, and we shall not unreasonably withhold such agreement. In registering with us, the new customer is deemed to have accepted the terms and conditions of service and all liabilities (e.g. debt) associated with the SIM card and the Services we provide in relation to that SIM card.

**10.2)** Failure by either of us to enforce rights under these terms and conditions shall not prevent you or us (as the case may be) from taking further action.

**10.3)** When you use your Mobile, the identity of your Mobile number may be sent through the networks so as to be identified to the equipment being called. It may be used to divert calls to us or by us for administration and/or for the investigation of fraud. You may be charged for any diversion. The identity of your Mobile number will always be sent if calling 999 or 112.

**10.4)** If the facility to eliminate the presentation of the number of an incoming call is made available, we may charge you for the use of such a facility at the price as stated in our Price Plan where we consider your use of such facility to be unreasonable.

**10.5)** For your own protection, you must keep confidential all personal identification or security numbers used with the Services. The numbers/codes which we allow you to use with the Services do not belong to you.

**10.6)** Monitoring or recording of your calls, e-mails or text messages may take place for our business purposes such as quality control and training, to prevent unauthorised use of our telecommunications system and to ensure effective systems operation and in order to prevent or detect crime.

**10.7)** If you choose to have your personal data included in a directory or directory enquiry service, we may charge you at the price stated in our Price Plan from time to time. Such directory/directory enquiry service information may be passed by us (directly or indirectly) to other organisations so that they may operate their own directory/directory enquiry service. Should you wish to have your information removed please contact us on [2732](tel:2732).

**10.8)** The intellectual property in the SIM card (including the software) ('IPR') does not belong to you and is supplied to you, under licence, by us for proper use with the Services only. We may change the IPR. You may not copy any of the IPR. If your Mobile is disconnected from the Services or if we change the IPR you must either destroy the SIM card or return it to us, as we may request. If it is not returned, on request by us, you must pay for the SIM card (or its replacement) at the price as stated in the Price Plan at that time. For the avoidance of doubt we own the SIM card so you must only use the SIM card in respect of the Services.

## **11. Description of services**

**11.1)** The basic calls to the automated ASDA Mobile Helpline are free. All other prices are set out in the Price Plan. All prices in the Price Plan are subject to change from time to time.

**11.2)** For calls from your Mobile, all the charges detailed in this section and in the Price Plan will apply. These charges are per minute and cover standard national and local UK calls to fixed phones, other mobiles and voicemail (excluding Isle of Man and the Channel Islands) unless we've said otherwise. All prices are subject to change from time to time. We charge each call by the minute and there's a minimum call charge of one minute.

**11.3)** You don't have to pay for receiving calls except when you roam on a foreign network. Then you'll pay for the international leg of calls that you receive while abroad. Calls from a fixed line or other mobile network to your Mobile are set by the other network operator.



**11.4)** Text messages. A standard text message is 160 characters long, but some handsets let you send longer ones. In that case, the message will be divided up into the number of texts required to convey the message. Each one of these will be charged at the standard rate. Receiving text messages from another mobile whilst in the UK is free. Premium rate, international, text messages sent and received while abroad, reverse charged, sending text messages to a non-UK based phone and long text messages are not included in the standard rates so additional charges may apply. The cost for sending a text message is deducted from your top-up credit shortly after it's sent. Delivery cannot always be guaranteed. A limit of 200 messages per day is in place as standard to ensure misuse is minimised. This limit can be increased by calling [2732](tel:2732).

**11.5)** MMS. You can send long text messages, picture messages and video messages. A long text message, picture message and video message is limited to a maximum size of 300 kilobytes. If a message contains multiple media items you will be charged for the most expensive item in the message, for example, send a message containing a picture and video clip you are charged the video message price. Messages sent whilst abroad, premium rate and reverse charged messages are not included in the standard rate so additional charges may apply. Please note that not all handsets can send and receive MMS.

**11.6)** Video Calls. Charges for video calls start when the called party accepts the call, even if the call subsequently fails, therefore a failed call may be subject to a minimum charge.

**11.7)** Browsing. We charge GPRS, 3G, 4G and 5G browsing sessions for mobile Internet in megabyte, rounded up at the end of each browsing session. Prices shown for WAP are set out in the Price Plan. A 25MB data provision is made at the start of a data session, any unused data will be recredited when the session ends.

**11.8)** The Asda Mobile pay as you go bundles are based on calendar month usage and include calls and texts made from the UK to UK mobile and UK landline phones beginning in 01, 02 or 03 and GPRS data. Customers are entitled to one bundle calendar month and cannot have multiple bundles at the same time. Customers going over their allowance will be charged the standard Asda Mobile charges for calls, texts and data. The exception to this is the 30-day "Data only" add-ons. Asda Mobile reserve the right to amend the fair usage policy from time to time as well as withdrawing the product without prior notice.

## 12. Governing law and jurisdiction

English law applies to these terms and conditions and any disputes about this agreement will be subject to the non-exclusive jurisdiction of the English courts.

### 1. Complaints

#### How to complain

If you are unhappy with any part of our service, we want to put it right for you. We take complaints seriously and commit to reviewing customer issues and to resolve and learn from these to improve our service for everyone. You can tell us about your complaint by calling or emailing our customer service team. If you are unhappy with how we handle this, you can ask for a manager to review it. If at any point you are unhappy with how your complaint is being handled or how long it is taking, you can contact the Asda Mobile Complaint Review Service. Based at Asda Head Office, the Complaint Review Service will investigate your complaint. They may call you to ask for further information to complete their investigation. They will aim to respond to you within 10 working days. If they feel it may take longer than this to investigate, they will keep you informed. If you do not get a response within 8 weeks or you are unhappy with the resolution they have provided you have the right to contact the CISAS and request that they independently investigate your complaint. **Raise your complaint with the Asda Mobile team by:**

- Calling [2732](tel:2732) from your handset or [0808 006 2732](tel:08080062732) from any phone
- Emailing [Asda.mobile@help.vodafone.co.uk](mailto:Asda.mobile@help.vodafone.co.uk)

If you need help to raise your complaint, you can arrange for a friend or family member to do this for you, we'll just need to speak with you first of all to get your permission.

## Asda Mobile Complaint Review Service

- Submit your complaint [here](#)
- Writing to; Asda Mobile Complaint Review Service, Asda House Executive Complaints Team, Asda House, Great Wilson Street, Leeds LS11 5AD **Please include your:**
  - contact details and how you would like us to respond to you
  - your Asda Mobile number
  - details of the issue and the reason you are unhappy with how this was handled

## Asda Vodafone Customers

If you have not had a response within 8 weeks or feel that your complaint has not been adequately handled at this stage, you can request an independent review from CISAS. You can contact them by:

- Phone - [+44 \(0\)20 7520 3814](tel:+442075203814)
- Online - <https://www.cedr.com/consumer/cisas/complainnow/>

They are open Monday to Friday 9am to 5pm.

The government regulator of mobile operators may approve other similar Ombudsmen and if we choose to use these instead of CISAS we shall let you know. Please note that CISAS won't consider your complaint until you have followed the Asda complaints procedure as detailed here.

## Asda EE Customers

If you have not had a response within 8 weeks or feel that your complaint has not been adequately handled at this stage, you can request an independent review from the Communications Ombudsman.

You can contact them by:

- Phone - [0330 440 1614](tel:03304401614)
- Fax - 0330 440 1615
- Text Phone - 0330 440 1600
- Email - [osenquiries@oscommunications.org](mailto:osenquiries@oscommunications.org)
- Post - Ombudsman Services: Communications PO Box 730 Warrington WA4 6WU

They are open Monday to Friday 8am to 8pm and Saturdays 9am to 1pm.

The government regulator of mobile operators may approve other similar Ombudsmen and if we choose to use these instead of Ombudsman Services we shall let you know. Please note that Ombudsman Services won't consider your complaint until you have followed the Asda complaints procedure as detailed here.

## How to tell us you want to cancel.

To exercise your right to cancel, please let us know by doing one of the following:

**Email:** email us at [asda.mobile@help.vodafone.co.uk](mailto:asda.mobile@help.vodafone.co.uk). Please provide your details in the form set out below;