



Vodafone's Standard Terms for the Supply of Services

Section 5 – Terms and Conditions for  
Mobile Payment Plan and Accessories Payment Plan

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## Section 5 – Terms and Conditions for Mobile Payment Plan and Accessories Payment Plan

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This part of the Standard Terms sets out the terms and conditions which apply in respect of the Mobile Payment Plan, also known as "MPP" and the Accessories Payment Plan, also known as "APP". The terms and conditions in Sections 1 and 2 and, if applicable, Section 3 also apply. To the extent that there is an inconsistency between this Section 5 and Sections 1 and 2 and/or Section 3 in relation to MPP or APP, then the terms and conditions set out in this Section 5 prevail.

### 1. Dictionary for Section 5

<b>Accessories</b>	Vodafone approved accessories purchased by You under an Accessories Payment Plan
<b>Accessories Payment Plan or APP</b>	the arrangement under which We enable You to pay for Accessories in equal monthly instalments over the term of Your Accessories Payment Plan
<b>Accessories Payment Plan Application</b>	the application form signed by You to purchase Accessories under the Accessories Payment Plan
<b>APP Monthly Payments</b>	the monthly payments that You must make to Us over Your APP Term
<b>APP Term</b>	the term of Your Accessories Payment Plan being 12, 24 or 36 months as set out in Your Accessories Payment Plan Application
<b>APP Total Amount</b>	the total amount payable to Vodafone by You for the purchase of Your Accessories, less any Other Credits and/or Upfront Customer Payment
<b>Eligible APP Customer</b>	a customer with an Eligible Payment Type and who has been approved by Vodafone for an Accessories Payment Plan
<b>Eligible MPP Customer</b>	a customer with an Eligible Payment Type and who has been approved by Vodafone for a Mobile Payment Plan
<b>Eligible Payment Type</b>	a Postpaid Customer who has selected an Eligible Postpaid Plan
<b>Eligible Postpaid Plan</b>	selected Postpaid Plans in which you must or may enter into a Mobile Payment Plan arrangement
<b>Inactive Customer</b>	a customer who has not made or received a mobile service call for 60 days or more
<b>Ineligible APP Customer</b>	a customer who is not an Eligible APP Customer
<b>Ineligible MPP Customer</b>	a customer who is not an Eligible MPP Customer
<b>Mobile Payment Plan or MPP</b>	the arrangement under which We enable You to pay for a MPP Device/s in equal monthly instalments over the term of Your Mobile Payment Plan
<b>Mobile Payment Plan Application</b>	the application form signed by You to purchase a MPP Device/s under the Mobile Payment Plan;
<b>MPP Device</b>	a Vodafone approved handset or device purchased by You under a Mobile Payment Plan and used to receive a Service;
<b>MPP Monthly Payments</b>	the monthly payments that You must make to Us over Your MPP Term;
<b>MPP Term</b>	the term of Your Mobile Payment Plan being 12, 24 or 36 months as set out in Your Mobile Payment Plan Application;
<b>MPP Total Amount</b>	the total amount payable to Vodafone by You for the purchase of Your MPP Device/s, plus any amounts outstanding under an existing Mobile Payment Plan with Us that You agree to rollover when You

	enter into a new agreement with Us or upgrade to a new MPP Device, less any Other Credits and/or Upfront Customer Payment;
<b>Other Credits</b>	any amount offered to You by Us or any amount existing on Your Vodafone account which may be used towards the payment of Your MPP Device or Your Accessories;
<b>Payment Type</b>	Your chosen method of making payments to Us for Services;
<b>Upfront Customer Payment</b>	the payment by You for the difference between the MPP Device/s price or Accessories price and the maximum MPP Total Amount or APP Total Amount.

## **2. SPECIAL TERMS IF YOU HAVE BOUGHT A MPP DEVICE USING THE MOBILE PAYMENT PLAN OR ACCESSORIES USING THE ACCESSORIES PAYMENT PLAN**

### **2.1 How does the Mobile Payment Plan or Accessories Payment Plan work?**

- (a) The Mobile Payment Plan enables You to buy a MPP Device/s and pay for it in monthly instalments over 12, 24 or 36 months so that any outstanding amount payable under Your new purchase may be made under a Mobile Payment Plan, or part thereof. If eligible and at our sole discretion, You can have multiple active Mobile Payment Plans for each Eligible Postpaid Plan on your account.
- (b) The Accessories Payment Plan enables You to buy Accessories and pay for them in monthly instalments over 12, 24 or 36 months so that any outstanding amount payable under Your new purchase may be made under an Accessories Payment Plan, or part thereof. We may, in our sole discretion, set a minimum purchase amount applicable for Accessories Payment Plans, set a maximum number of Accessories Payment Plans that You may have or set a maximum number of Accessories that can be purchased under each Accessories Payment Plan.
- (c) Under the Mobile Payment Plan or Accessories Payment Plan, You own the MPP Mobile Device/s or Accessories. You will be responsible for damage to or loss of the MPP Mobile Device/s or Accessories. You must make Your MPP Monthly Payments or Your APP Monthly Payments even if You lose or damage Your MPP Mobile Device/s or Accessories or they are stolen.
- (d) We determine, at our sole discretion, Your maximum Vodafone approved credit limit. Your MPP Total Amount together with Your APP Total Amount cannot exceed this credit limit. If Your MPP Total Amount together with Your APP Total Amount would otherwise exceed Your Vodafone approved credit limit, We may, in our sole discretion, allow You to pay the Upfront Customer Payment and/or use Your Other Credits so that Your MPP Total Amount together with Your APP Total Amount is less than or equal to Your Vodafone approved credit limit.
- (e) You must pay the MPP Total Amount or APP Total Amount to Vodafone in instalments by making MPP Monthly Payments or APP Monthly Payments. The instalment payment term is Your MPP Term or Your APP Term, as specified on Your Mobile Payment Plan Application or Your Accessories Payment Plan Application.

### **2.2 Are You eligible for the Mobile Payment Plan or Accessories Payment Plan?**

- (a) You can only purchase a MPP Device or Accessories under the Mobile Payment Plan or the Accessories Payment Plan if You are an Eligible MPP Customer or Eligible APP Customer and have been approved by Us.
- (b) You can enter into a MPP at the time You enter into Your new agreement for a Eligible Postpaid Plan or when you upgrade to a new MPP Device. You can enter into an APP at any time during the term of Your agreement.
- (c) If You change Your Payment Type during Your MPP Term or APP Term so that Your Payment Type is no longer an Eligible Payment Type, Your Mobile Payment Plan or Accessories Payment Plan will terminate and You must immediately pay Us the remainder of Your MPP Total Amount or Your APP Total Amount.
- (d) Subject to any legislative or other rights You have to return a MPP Device or Accessories, We may accept the return of Your MPP Device or Your Accessories within a reasonable period and at our sole discretion, if the MPP Device or Accessories are returned unopened, in original packaging and in original condition.

### **2.3 What You have to pay**

- (a) Each of Your MPP Monthly Payments or Your APP Monthly Payments will be equal to the amount of Your MPP Total Amount or Your APP Total Amount divided by the number of months of Your MPP Term or Your APP Term.
- (b) Your MPP Monthly Payments or Your APP Monthly Payments will be billed monthly, in accordance with Your Payment Type, as specified in Your Mobile Payment Plan Application or Your Accessories Payment Plan

Application. You authorise Us to direct debit Your bank account or credit card to pay for any MPP Monthly Payments or APP Monthly Payments.

- (c) Your MPP Monthly Payment or Your APP Monthly Payment will appear on Your monthly bill for Services. You must pay Your MPP Monthly Payment or Your APP Monthly Payment at the same time and in the same way that You pay for Your Services.
- (d) You can pay the remainder of Your MPP Total Amount or Your APP Total Amount and terminate Your Mobile Payment Plan or Your Accessories Payment Plan at any time by contacting us. We will notify You of the amount You need to pay to satisfy the remainder of Your MPP Total Amount or Your APP Total Amount. Your next bill or charge will set out this amount. Once We receive Your payment for this amount in cleared funds, Your Mobile Payment Plan or Your Accessories Payment Plan will be terminated and You will not be required to pay any further MPP Monthly Payments or APP Monthly Payments. Your Service will continue under Your agreement with Us.
- (e) If You upgrade to a new MPP Device/s before the end of Your MPP Term and enter into a new Mobile Payment Plan, Your existing Mobile Payment Plan will end and the remainder of Your existing MPP Total Amount will become payable. If eligible and at our sole discretion, We may permit the remainder of Your existing MPP Monthly Payments to continue over Your existing MPP Term, or for Your existing MPP Total Amount to be added to the MPP Total Amount for Your new Mobile Payment Plan and paid over Your new MPP Term.

#### **2.4 What are our rights?**

- (a) If You do not make a MPP Monthly Payment or APP Monthly Payment with cleared funds by the due date, in addition to any of our other rights under Your agreement, We may do any or all of the following:
  - (i) restrict, block, suspend, or Disconnect Your MPP Device and/or Your Service;
  - (ii) charge You a late payment fee;
  - (iii) charge You any third party fees which We may incur as a result;
  - (iv) charge You Interest on the amounts due;
  - (v) use any direct debit authority or credit card details You have provided to Us to pay for any overdue MPP Monthly Payments or APP Monthly Payments;
  - (vi) terminate Your agreement; and
  - (vii) require You to immediately pay the remainder of the MPP Total Amount or APP Total Amount You owe Us at that time.
- (b) If
  - (i) Your agreement is terminated (except where You terminate Your agreement under clause 3 of Section 2, You terminate Your agreement because We are in serious breach of it, or We terminate Your agreement under clause 13.5 of Section 2);
  - (ii) You become an Ineligible MPP Customer, an Ineligible APP Customer or an Inactive Customer; or
  - (iii) You disconnect Your Service, Port Your Mobile Number to another service provider, or transfer ownership of Your Service,

We may do any or all of the following:

- (iv) use any direct debit authority or credit card details You have provided to Us to pay for any overdue MPP Monthly Payments or APP Monthly Payments; and
  - (v) require You to pay the remainder of the MPP Total Amount or APP Total Amount You owe Us under Your agreement at that time.
- (c) If You terminate Your agreement under clause 3 of Section 2, You terminate Your agreement because We are in serious breach of it, or We terminate Your agreement under clause 13.5 of Section 2, We may request You to pay immediately the remainder of the MPP Total Amount or APP Total Amount You owe Us at that time. If You are unable to pay immediately, We may, in our sole discretion, allow You a reasonable time in which to pay having regard to the number of MPP Monthly Payments or APP Monthly Payments remaining, the credit risk You pose to Us, and such other circumstances that We reasonable consider relevant.
  - (d) We may, without notice and with immediate effect, restrict, block, suspend, terminate or Disconnect Your MPP Mobile Device/s, Your Mobile Payment Plan, Your Accessories Payment Plan and/or Your Service if We believe

that You have engaged in fraudulent activities in relation to Your MPP Device/s, Your Mobile Payment Plan or Your Accessories Payment Plan.

- (e) You acknowledge that any action We may take under this clause 2.4 may impact Your use of the Service.