

Terms and Conditions

Consumers

Version November 2025

These terms and conditions form part of the agreement between **you** (the person ordering Services and products from us) and **us** (Talkmobile Limited).

You agree to the terms of this agreement by purchasing the Services.



Our contact details

This is how you can get in touch with us:

For Service and General enquiries:



Phone

- 5888 free from a Talkmobile handset.
- 0333 304 8064 from any other UK mobile or landline.
- 0044 333 304 8064 from abroad.



Website

talkmobile.co.uk



Post

Vodafone House
The Connection,
Newbury, Berkshire
RG14 2FN



Chat

talkmobile.co.uk/contact-us

If we need to get in touch with you or send notices, we'll send these by post, voicemail, text or email.

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For a large print, braille, dyslexia- friendly, or audio CD version of this document:



Call

03333 304 8064



Webchat

talkmobile.co.uk/contact-us



A. The services and agreement

1. The Services

This agreement covers your personal use of our pay monthly plans and SIM card, which includes:

-  a. the **SIM card** (can be either a physical SIM card or an electronic SIM card) used to access our Services; and
-  b. your **mobile plan**, which are the associated mobile communication Services (e.g. minutes, texts, data etc) you receive from us.

Any references to the/our Services in this agreement are to these particular Services.

2. Does the agreement apply to me?

This agreement only applies between us if you are:

-  a **consumer**, which means an individual person acting for purposes that are mainly outside that person's business/profession;
-  a **UK resident** with a UK billing address; and
-  have **passed** our identity and credit checks, where required.

3. Contents of our agreement

Our agreement is made up of the following documents and references in this document to 'the/this/your/our/agreement' means this documents/terms together:

- a. **These terms and conditions** (this document) sets out the ground rules for our relationship. In the event of conflict, they take precedence over documents listed below.
- b. **Detailed Price Plan Information** (talkmobile.co.uk/all-plans) sets out the fees and charges for your Services.
- c. **Contract Summary and Contract Information document** explains key parts of your chosen Service and is designed to help make comparing Services easier. It will be provided to you *before* you order the Services.
- d. **Returns Policy** (talkmobile.co.uk/returns-policy) explains our policy and process in relation to returns and cancellations.
- e. **Acceptable Use Policy** (talkmobile.co.uk/acceptable-use-policy) explains what you can or cannot do with our Services and/or device.
- f. **Buying online terms** (talkmobile.co.uk/buying-online) sets out what you need to know when you buy things from our website.
- g. **Privacy Policy and Cookie Policy** (talkmobile.co.uk/privacy-policy) sets out how we may collect, use, and share your personal information.
- h. **Order Confirmation Email** confirms what you have ordered, next steps and provides a copy of these terms for you to keep.
- i. **SIM Dispatch Email** confirms your SIM card is on its way to you and an estimated timeframe for delivery. Explains how to register your online account and what to expect on your first bill.

4. Term

The length of your agreement will depend on whether you have entered into a 30 day rolling mobile plan or a minimum term mobile plan (e.g. 12 months). The Order Confirmation Email that we sent to you when you joined or upgraded with us sets out which mobile plan is relevant for you.

4.1. 30 day rolling mobile plan

The **initial term** for our 30 day rolling mobile plan is 30 days from connection of your SIM card. When your initial term has run out this agreement will continue to run until either you or us ends the agreement or you enter into an upgrade agreement.

4.2. Minimum term mobile plan

Your agreement with us will run for a **minimum term**. The minimum term that applies to your agreement is confirmed in the Order Confirmation Email that we sent to you when you joined or upgraded with us.

- (i) If you are a new customer, your **minimum term starts** on the day **we connect** your SIM card.
- (ii) If you have **upgraded** your agreement, your new minimum term starts on the day your upgrade is effective.
- (iii) If you end the agreement before the minimum term has ended, you may have to pay an early termination fee (see Clause 21 below).
- (iv) When your minimum term has run out your agreement with us will continue to run until either you or we end the agreement (in accordance with Clause 21), or you enter into an upgrade agreement.

→ For rules on how and when your agreement will end, please check section F on Ending this Agreement below.



B. Getting up and running

5. Your phone number

- 5.1. You can bring your existing phone number with you by porting it across, or we can provide you with a new number. We own your SIM card and license you to use the phone number and software to use with the Services. We have the right to change your SIM card or tell you to return it at the end of this agreement.
- 5.2. We can change your phone number(s) if we have good reason e.g. a legal reason or required by Ofcom or any other regulatory body.
- 5.3. When you use your device, your number may be shown on the equipment being contacted and will always be shown if you contact 999 or 112. The emergency services may also use the details you register with us to identify your location.

6. Connection of your SIM card

- 6.1. We aim to connect your SIM card to the Services within 5 working days of us accepting your order.



C. Using our Services

7. What's included in my Plan?

- 7.1. Within the price of your Plan, you'll receive your allowance which includes:
- ✓ your selected data
 - ✓ unlimited calls
 - ✓ unlimited texts
- 7.2. You can use your allowance:
- ✓ within the UK to call your voicemail, calls to UK mobile numbers and UK landlines (starting with 01, 02, 03) excluding Jersey, Guernsey and Isle of Man
 - ✓ for Inclusive Roaming within Zone A, subject to our Roaming Fair Use policy: talkmobile.co.uk/acceptable-use-policy.
- 7.3. If you use your SIM card for Services that are outside of your Plan (for example, calling an international or premium rate number) you will incur additional charges. International charges for making calls and texts from the UK to abroad can be found here: talkmobile.co.uk/int-charges. We call these additional charges 'Out of Plan Charges'. For details on Out of Plan Charges see Clauses 14-16.

8. Roaming



'Roaming' means using networks in countries other than the UK to make calls, send texts or use data.

- 8.1. To use our Services abroad you must have Roaming enabled on your SIM card. Roaming is automatically enabled on connection of your SIM card and you can switch it off. Contact us if you need help to switch off Roaming.
- 8.2. Whether or not Roaming is included in your plan ("Inclusive Roaming") depends on where in the world you are using our Services. We've divided the world into zones that carry different charges (which can change from time to time). For a list of our zones and Roaming charges please visit talkmobile.co.uk/roam-charges.



Please note that even if you are Roaming in one of our Inclusive Roaming zones you may be subject to additional charges. See talkmobile.co.uk/acceptable-use-policy for details on our Roaming Fair Use Policy and any additional limitations that apply when using your phone abroad.

9. Service quality and availability

- 9.1. We aim to always 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 or abroad. Quality of upload and download speeds may vary.



What's the difference between upload and download?

'Upload' refers to data **sent from** a device such as a mobile phone, tablet, computer or communications network. This includes all types of **outgoing** data, such as sending emails, posting on social media or uploading a file or picture. It may also include data sent over the network while playing an online game.



'Download' refers to data **received** by a device such as a mobile phone, tablet, computer or a communications network. This includes **receiving** emails, downloading files, viewing social media content or browsing web pages. Online games also generate download traffic.

- 9.2. There are several reasons why you may find problems with the Services, including moving home or work, weather conditions, tree coverage, network damage, the number of people using the network and so on.
- 9.3. We'll use reasonable efforts to allow you to use overseas networks. Such networks may be limited in quality and coverage; access will depend on the arrangements between us and the foreign operators.
- 9.4. Your Contract Summary will state the speeds relevant to your plan. You can also find estimated coverage and speeds at talkmobile.co.uk/network.

10. Acceptable use

10.1. You are responsible for:



- a. **all end users**, which means anyone who uses (or misuses) your device and Services, even if your account is used without your consent.
- b. for the **security** of your account. You will **ensure** that:
- (i) only those **authorised** have access to the products; and
 - (ii) **whoever** uses the products:
 - ✓ **complies** with the agreement and applicable end user terms; and
 - ✓ **does not use** the products in any illegal or improper way, or in a way that may damage our reputation.
- c. all your **data**. We are not responsible for your data. For example, this means that **you** have to keep appropriate backups of all data.

10.2. You must not:



- a. use the device or Service for any purpose that may be abusive, a nuisance, illegal, or fraudulent (or in a way that may damage our reputation);
- b. do anything that may impair the network; and
- c. use automated means to make calls, text, or send data (including GSM Gateways).

10.3. The above list is not exhaustive. Always check if you need permission before downloading content. We monitor excessive SMS use that we believe are in breach of our Acceptable Use Policy. We reserve the right to suspend or throttle (slow down) Services if such usage is suspected.

➔ For more information on using our Services or action we can take, please check talkmobile.co.uk/acceptable-use-policy.

11. Personal use

11.1. The Services are for your personal, non-commercial use only. If we determine or reasonably suspect that your usage is inconsistent with acceptable use, we may take action in line with our Acceptable Use Policy.



Example, if you purchase an 'unlimited' Plan and your usage exceeds 600GB a month twice or more in a 6-month period, this would be inconsistent with our Acceptable Use Policy.

12. Use of voicemail

- 12.1.** Up to 50 messages can be left on your voicemail Service and the duration of messages will also be limited. To use your voicemail Service while Roaming you must set up a voicemail PIN before you leave the UK.

13. Traffic Management

- 13.1.** During busy periods on our network, we may manage traffic so that everyone has access to our Services. This includes us managing information, entertainment and communication on your device to protect our network from being too busy.



D. Payment and Charges



Check talkmobile.co.uk/all-plans for details about the charges covered by this section. The Detailed Price Plan Information may be updated from time to time.

14. Charges

14.1. Your monthly charges may consist of:

- a. **Monthly Plan Charges:** This is the monthly amount we charge you for the Plan you have chosen (that is your monthly line rental) for your Services.
- b. **Out of Plan Charges:** This is the charges you'll pay for each call, text or megabyte of data used outside of your Plan.



Example of Out of Plan Charges:

1. Calls to premium rate Services and non-geographic numbers or to call forwarding numbers; or
2. Using your mobile phone outside our Inclusive Roaming zones, or you have reached the Roaming Fair Use threshold that applies to your Plan (this includes calls that you receive as well as those that you make whilst abroad); or
3. Buying a Euro Holiday Booster for calls, texts and data to use whilst Roaming; or
4. Making calls to numbers from the UK which are abroad (when this isn't included in your Monthly Plan Charges) etc.

- 14.2.** You must pay **all the Charges** due under this agreement. This applies even if you are currently not using the SIM card or if the Charges have been incurred by someone else using your device, and/or SIM card (with or without your knowledge).

➔ See Clause 18 (*Charges if my device is lost, damaged or stolen*) for details if your equipment is lost, damaged or stolen.

15. Out of Plan Charges

- 15.1.** When you join us you will be asked to set a limit on how much you can spend each month on Out of Plan Charges. You can change the spend limit at any time. When you are at 80% of your set spend limit we will send you an **Out of Plan Alert** to your SIM card. An Out of Plan Alert will also be sent to your SIM card when you have reached your spend limit. When you have reached your spend limit you will not be able to incur any further Out of Plan Charges.

16. Roaming Charges

- 16.1.** If you use your device outside of our Inclusive Roaming zones or you have reached the Roaming Fair Use threshold that applies to your Plan, you will be charged for Roaming (this includes calls that you receive as well as those that you make whilst abroad) in addition to your Monthly Plan Charges. Visit talkmobile.co.uk/roam-charges for all Roaming charges.

17. Premium rate and non-geographic numbers

- 17.1. Charges for Premium Rate calls:** These are split into two parts:

- a. **Access Charge:** the amount we charge to connect the call (charged by the second with a one-minute minimum call charge); and
- b. **Service Charge:** the cost set by the service or organisation you are calling, not by us.

For information on charges, see talkmobile.co.uk/all-plans.



'Premium rate numbers' charge a higher price for selected services, for example to pay for parking charges or voting on a television show.



'Non-geographic numbers' are used by, for example, businesses, government agencies, information lines and payment services (they usually start with 084, 087, 09 or 118).

Charges for Premium Rate texts: These are set by the merchant of the number you want to text. You must have your Premium Rate SMS bar enabled on your account to enable you to send a premium rate text.

18. Charges if my device is lost, damaged or stolen

- 18.1.** If your SIM card is lost or stolen or if the device containing your SIM card is lost or stolen, you must tell us as soon as possible so we can suspend our Services and stop someone else using your Plan. In the event of loss and theft you must also pay the following Charges:

- a. **Monthly Plan Charges:** If your device is lost, damaged or stolen you must still pay all the Monthly Plan Charges for the remaining minimum term of our Services in accordance with the following:

Notification within 24hrs: £100 maximum.

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

Notification 5 days+: All charges incurred until you have notified us.

19. When and how to pay

19.1. Each month we will send you an SMS or email setting out the total amount of Charges (including VAT) for each billing period and the payment due date. If you wish to see a full itemisation of the Charges please visit talkmobile.co.uk/myaccount.

19.2. All charges should be paid:



within **14 days** of the date of your bill; and



by direct debit; or
by debit/credit card.



If payment made by direct debit is dishonoured or cancelled, we will try to collect it again within 5 days. If payment fails again, we may charge you an administration charge to compensate us for the reasonable costs incurred.

→ See talkmobile.co.uk/additional-charges for details.

20. Late payment charges

20.1. If you pay late, we may charge you a reasonable **administration charge** to compensate us for the administration costs incurred.



E. Changes we can make

21. We may change our agreement, charges or Services

21.1. We may change your agreement, our Services or charges **at any time** in order to do one or more of the following:

- a. change the **way** in which we provide Services to you (for example, allowing you to call a new category number within your Plan);
- b. change the **structure** of our Services, charges or equipment (where applicable);
- c. change the **amount** payable for part of the Services, including without limitation additional Services (for example, we may increase the amount payable for certain international calls if our international partners increase their costs);
- d. remove and/or replace some or all of the **equipment** where applicable;
- e. place **limits** on the way you use our Services (for example, if we suspect you have committed an illegal act while using our Services);
- f. **stop** providing all or part of the Service to you (for example, if we suspect you have breached our Acceptable Use Policy and/or where your actions or inactions might harm our network, among other things);
- g. increase the charges for an optional **additional services** 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
- h. increase charges for **Out of Plan Services**.

22. Other changes we can make ('Permitted Changes')

22.1. We are permitted to make changes **without prior notice** to you if the changes are:



- i. **exclusively beneficial** (i.e., those with no negative effect, in our reasonable opinion);
- ii. **administrative, technical, organisational or operational**; or
- iii. **legal or regulatory**.

22.2. We are also permitted to make the following changes to this agreement, our Services or Charges:



- i. Administrative or technical changes;
- ii. That have no negative effect on your use of the Service;
- iii. That are to your benefit;
- iv. Provide new features of the Service to you;
- v. Clarify the agreement so it is easier to understand;
 - required by;
 - ✓ applicable laws;
 - ✓ regulations
 - ✓ codes of practice
 - ✓ a regulator; or
 - ✓ a court of competent jurisdiction;
 - reflect a change in the way we organise and/or operate our business; or
 - reorganise where certain terms of the agreement are set out.

22.3. We don't know what will happen in the future, so we may need to change our agreement, Services or Charges for a reason other than those specified above.

23. Your right to leave if we make a change

23.1. If we make a change to the agreement, the Services, or Charges which:

- a. has a **negative impact** on your use of the Service (in our reasonable opinion); and
- b. is **not a Permitted Change**, as set out above, you will have a right to leave your agreement without paying an early termination fee.



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.

23.2. To exercise your right to leave, you must contact us. If you take no action within 30 days of us notifying you about the changes, you'll be considered to have accepted those changes.

24. Renewing or changing your Plan

24.1. If we and you agree to change, upgrade or renew your Plan, you will need to:



- a. agree to a **new minimum term** (which will start on your contract start date as set out in the Contract Summary); and



- b. pay the **new charges**.



F. Ending this agreement

25. Your right to leave

25.1. Changing your mind *within* the first 14 days ('cooling off period')

If you change your mind, you can cancel your order by contacting us **within 14 days from when you receive your order**. You must return all products received as part of your order (including any device and accessories) to us within 14 days of your request to return.

If we have provided Services to you before receiving your cancellation notice, you must pay for the Services you have already received. See talkmobile.co.uk/returns-policy for further details.

25.2. Leaving *after* the first 14 days

If you choose to leave us 14 days or more after you receive your order, you must contact us to request termination. If you are within a minimum term you may need to pay an **early termination fee** (see Clause 28).

25.3. Leaving because of the *quality* of our Services

If the Service is **severely disrupted** for an **unreasonable period of time** you may be able to leave us without paying an early termination fee.



If you want to leave, you must report the disruption to us. We will assess the severity of the disruption against your typical usage history.

26. We can end or suspend this agreement

26.1. With 30 days' notice



We may end this agreement at any time by giving you 30 days' written advance notice. **You won't have to pay any early termination fees.**

26.2. With immediate notice

We may **suspend the Services** or **end this agreement** at any time with immediate written notice if:

- a. you don't pay any due charges on time;
- b. you don't comply with applicable law when using the Services;
- c. you breach this agreement in a material way and don't put it right (where it is possible to do so) within a reasonable time of a request to do so;
- d. you are persistently abusive or make threats or otherwise act illegally towards our staff, or property, or that of our agents;
- e. you or anyone else who is using the account holder's Services breaches our Acceptable Use Policy (talkmobile.co.uk/acceptable-use-policy) and /or Privacy Policy (talkmobile.co.uk/privacy-policy);
- f. you (or any third party) misuse the Services or damage or affect the operation of our network;
- g. you become bankrupt or make an arrangement with creditors;
- h. we consider it necessary to safeguard our network;
- i. we've reasonable cause to suspect that this agreement has been entered into fraudulently or we are satisfied that there is fraudulent or improper use of your Service or device;
- j. we're satisfied that fraudulent or improper use of your payment method has occurred to purchase the SIM card and/or the Services; or
- k. we are asked to do so by regulators, or we are required by law.

If we **end** (rather than suspend) the agreement under Clause 28 you may have to **pay a termination fee**.

27. You must pay for all Services received up to termination



If you or we end this agreement for any reason, you **may have to pay all charges** due for Services received up to the date of termination.

28. Early termination fees

28.1. When early termination fees apply

Situation	Early termination fees	More details
You leave us during a minimum term	Yes	Clause 4.2
You change your plan during a minimum term	No	N/A
We are entitled to terminate your agreement with immediate notice	Yes	Clause 4.2
You leave within the initial 14 days with us	No	Clause 25.1
You leave us after minimum term	No	N/A
You leave because we make a change that is not permitted and negatively impacts you	No	Clause 23.1
We terminate your agreement with 30 days' notice	No	Clause 26.1

28.2. How we calculate early termination fees

your Monthly Plan Charge $\times$ months remaining in your minimum term $\times$ 98%

29. If you want to move to a new provider

29.1. You'll need to request a **Porting Authorisation Code** ("PAC") or **Service Termination Authorisation Code** ("STAC") from us if you'd like to permanently move ('port') your number to another provider (or switch to another provider without a port).

→ See talkmobile.co.uk/switching for details on how to request a PAC or STAC.

29.2. The **code is valid for 30 days** from issue. If you don't use the code by then, our agreement will continue.

29.3. You will need to provide the code and enter into a contract with your new provider. Where possible, your Service will switch to the new provider within one working day of you providing your code to them, or on another date as requested by you. Our agreement will end at the same time your number is ported or Service is switched.



G. Device

30. Device

- 30.1. This section applies if you have received a device(s) from us.
- 30.2. Unless we otherwise agree, you must pay for your device in full when you place your order.
- 30.3. We may blacklist your device where we receive your instructions to do so or where we reasonably suspect fraud.
- 30.4. You must tell us immediately if your device is lost or stolen and pay Charges according to Clause 18.

31. Reporting Service or device issues

If you're having issues with your existing Service or device and need our help, please contact us. See talkmobile.co.uk/contact-us for details on how to get in touch.



H. Refunds, issues and complaints

32. Disrupted or unavailable Services

- 32.1. If we have to interrupt our Services for maintenance or there is a technical fault on our network caused by us, you may:



be entitled to a **partial credit of your Charges** based on the number of days you are without our Services; and



if the Services are **severely disrupted for an unreasonable period of time** you may also be entitled to **end the agreement early** without paying a termination fee. See Clause 25.3 for details.

- To receive a partial credit of your Charges or to terminate the agreement, you must report the disruption to us. We will assess the disruption against your typical usage history.

33. You have the right to file a complaint

- 33.1. If you're having issues with your existing Service and need our help, you can:

- a. contact us using the details on the front page of this agreement; or
- b. visit talkmobile.co.uk/help
- c. to find out how to raise a complaint go to talkmobile.co.uk/complaints or if Privacy related go to talkmobile.co.uk/privacy-policy or via Webchat at talkmobile.co.uk/contact-us.

- 33.2. If we can't fix your issue, you may ask that the matter is referred to an independent alternative dispute resolution service under our Customer Complaints Code of Practice at talkmobile.co.uk/complaints.



I. Privacy, liability and other general provisions

34. What we do with your information

- 34.1.** Our Privacy Policy and Cookies Policy set out how we and our group companies may collect, use and share your personal information. See talkmobile.co.uk/privacy-policy for more information.

35. Fraud prevention and credit reference agencies

- 35.1.** As set out in our Privacy Policy, we may share your personal information with fraud prevention agencies, who may use it to prevent fraud and money-laundering, and to verify your identity. If we detect fraud, we can refuse you certain Services without notice.
- 35.2.** As set out in our Privacy Policy, we may share details of your agreement with credit reference agencies and debt collection agencies.
- 35.3.** For further details explaining how the information held by fraud prevention agencies may be used, visit talkmobile.co.uk/privacy-policy.

36. Transferring this agreement to someone else

- 36.1.** If **we** would like to transfer this agreement to someone else, we may do this at any time provided doing so does not adversely impact your rights under this agreement.
- 36.2.** If **you** wish to transfer this agreement to someone else, you will need our permission. Transfers will only be permitted in limited circumstances, for example in the case of a bereavement.

37. Our legal responsibility to you

- 37.1. Things for which we are responsible**
You have rights under the law. Nothing in this agreement excludes or limits our liability for anything we can't exclude or limit by law or affects your rights under applicable laws or regulations.
- 37.2. Things for which we are not responsible**
- 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 started the agreement with you (for example, loss of income, business, profit, savings, time, and missed opportunities claims).
 - We'll also not be legally liable for events that are out of our reasonable control ('force majeure'); for example, if there is a delay in receiving your SIM due to postal delays or strikes.
 - If you use your SIM card to browse the internet or use content Services, we are not responsible for the content of any Services you access.

38. Rights of third parties

- 38.1.** This agreement doesn't confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

39. Law and jurisdiction

- 39.1.** The laws of England and Wales govern this agreement, the Services you buy from us, and any dispute with us relating to them. We each submit to the exclusive jurisdiction of the courts of England and Wales.