

Vodafone Terms and Conditions for One Net

1. About these Terms and the Agreement

1.1 This Agreement will govern our relationship with you regarding our provision of the Services to you. The Order Form and applicable Price Plan Guide, any Commercial Terms, the Service Terms and these One Net Terms and Conditions together form our contract with you and apply in decreasing order of precedence.

1.2 In these Terms, capitalised words are given specific meanings which are set out in clause 18.

1.3 By connecting and using the Services you confirm that you have read and agree to these One Net Terms and Conditions, the Order Form and Price Plan Guide any Commercial Terms and the Service Terms; you have instructed us to install the Services (if your Services include One Net Business); and you agree to receive the selected Services in the quantities and at the prices set out in the Order Form.

2. Length of the Agreement

2.1 This Agreement begins on the date that we accept your order for the Services either by notifying you of our acceptance, connecting your Service or by commencing implementation of your order. The Minimum Term for the Services will start on the Commencement Date set out in the Order Form and the Services will continue for the Minimum Term unless terminated under clause 12.

2.2 Unless we or you end this Agreement in line with clause 12, we will continue to supply you with, and charge you for, the Services.

2.3 You must pay all Charges until you or we end this Agreement in line with clause 12.

3. Services and coverage

3.1 We aim to provide you with the Services at all times from the start of this Agreement or such other date we will agree with you. However, due to the nature of One Net and the technology we use to provide it, it's impossible to provide a fault-free service and we do not warrant that the Services will be secure, uninterrupted or without error.

3.2 You will be entitled from time to time to request in writing the provision of any additional Services from us.

3.3 An order for Equipment and/or Services will only be binding when we have accepted it by giving you written confirmation or, if we don't provide you with written confirmation, when we connect your Service or commence implementation of the order.

3.4 For mobile services only 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 depends on the arrangements between us and the foreign operators. Not all Services may be available while abroad. We will notify you of any terms of access that you need to comply with to use the overseas networks.

3.5 For Internet over Ethernet we will set up and provide the Equipment necessary but we will not be responsible for configuring any equipment that uses the internet connection.

3.6 We will aim to give you accurate dates for the performance of Services but unless we agree with you otherwise, any dates given are estimates only and time is not of the essence in relation to such dates. If you or a third party cause us to be unable to provide the Services, the dates for provision of (but not payment for) the Services shall be delayed by a reasonable period of time.

3.7 Unless we agree with you otherwise, where we have expressly agreed to advise you, you are responsible for deciding the suitability, adequacy and accuracy of any Equipment and Services for any particular purpose.

3.8 If we supply you with Equipment as part of the Services we warrant that the Equipment (excluding any Software) will be materially free from inherent defects for 12 months following the date of the order; however, this warranty does not apply to damage to Equipment which

is not due to a defect in the Equipment, including for example where you use the Equipment incorrectly. If we provide Services to you we warrant that those Services will be performed with reasonable skill and care by appropriately experienced, qualified and trained personnel.

3.9 The supply of the Services may depend upon a valid and functioning internet connection, including a connection that does not block SIP (session initiation protocol) traffic. Where you are using Third Party Connectivity, you accept all responsibility for the maintenance of such internet connection and Vodafone will not be liable for any lack of provision of any Service due to the failure of your Third Party Connectivity.

3.10 Some countries prohibit the use of encryption and if you use devices containing encryption technology outside the UK, you accept any responsibility and risk of such use.

3.11 We may change the Equipment and Services we offer at any time.

3.12 You shall provide us with any information reasonably requested by us to enable us to provide the Services to you.

3.13 If there is any undue delay in you providing us with information requested pursuant to clause 3.10 above, we shall be entitled to extend any target dates to accommodate the effects of the delay.

3.14 If content services are included in your price plan, we shall provide you with the Content Service Pass which the content service provider shall accept to give you access to your selected content.

4. Charges and Payment

4.1 All Charges for Services are stated exclusive of VAT unless specified otherwise. All Charges not specified in the Commercial Terms shall be at Standard List Price. Rounding and minimum charges shall apply as set out in the Commercial Terms and/or applicable Price Plan Guide.

4.2 Access Fees shall be invoiced by us monthly in advance and all other Charges shall be invoiced monthly in arrears.

4.3 You must pay all Charges by direct debit within the payment period specified on our invoice. We may accept payment by methods other than direct debit, but we will charge you a fee each month. We will charge you VAT, if this applies. Unless we agree with you otherwise, Charges shall include the cost of delivery to the UK mainland of any Equipment we supply to you but shall not include any special equipment or work such as cutting away, decoration, ducting, ground work, building work and other similar work.

4.4 If you owe us any money, and are not disputing the payment, and you do not pay it when due, we may (a) charge you interest; (b) withdraw any discount in relation to the Services; (c) suspend the Services in relation to which Charges are outstanding under clause 11.1.2; and (d) subject to our having taken one of the actions above, issue you with a notice under clause 12.3. We charge interest daily at the rate of 4% above the base rate of the Bank of England each year from the date the amount becomes due to the date of payment by you in full. We may also charge you reasonable administration costs as a result of you paying your bill late or failing to pay it.

4.5 You will raise any billing queries within one month of the date of the relevant invoice and shall not withhold payment of any Service Charges set out in the queried invoice or any other invoice, by reason of your billing query. Disputed invoices shall be dealt with under clause 17.12.

4.6 You are not entitled to offset any sums that we owe to you under this Agreement or any other agreement or dispute between the parties against any sums that you owe to us under this Agreement.

4.7 We may credit assess you from time to time as reasonably required to assess our risk. Each credit assessment shall entitle us to have a credit limit on your Vodafone account (details of which are available on request). We may release this information to the Partner responsible for managing your account, if applicable.

5. Using the Services

5.1 You must use the Services and ensure your End Users use the Services in accordance with this Agreement, all applicable law (including regulatory codes of practice), in accordance with the AUP (if applicable) and our instructions on using the Services. You are responsible for anyone who uses your Equipment.

5.2 You must tell us immediately if the information you have provided to us (for example, information about the status of your business, your name, address, bank account or payment details) is inaccurate or changes.

5.3 You must not use your Equipment or the Services (or allow them to be used) for any purpose which could reasonably be regarded as abusive, improper, immoral, offensive, illegal, fraudulent, or which is a nuisance, hoax, menacing, indecent, racist, obscene or defamatory. We may report such incidents to the police or any other relevant official organisation.

5.4 You must not sell to anyone else all or any part of the Services.

5.5 You must not do anything which causes the Network to be impaired or damaged.

5.6 You must not modify Equipment or Services (including any Software and/or integral safety features) we have supplied to you except in accordance with the manufacturer's published specification, applicable law or with our prior written permission.

5.7 We will choose numbers for you to use with your Equipment on the Network. The number does not belong to you and we may charge you a fee to transfer your number to another service provider. If you decide to move to another network operator, and wish to retain your mobile and (if applicable) fixed line telephone numbers allocated to you by us, we shall transfer those telephone numbers to the new network operators in accordance with OFCOM regulations (including any relevant timescales).

5.8 Any SIM Card we provide remains our property. The Software in the SIM Card does not belong to you and we are licensing it to you only for use with the Services and only for as long as we have agreed to provide the Services to you. We may change your SIM Card or tell you to return it at the end of this Agreement. Subject to clause 6.1, if you need a replacement SIM Card, we will charge you the relevant Standard List Price that applies. You will use all reasonable efforts to ensure that SIM Cards are only used with your authorisation and you must inform End Users of this policy. You are responsible for all costs resulting from unauthorised use until you have notified us of this.

5.9 If we provide you or your End Users with security codes as part of the Services you agree to keep the security codes confidential and ensure your End Users do the same. You must tell us immediately if you suspect that security codes have been disclosed to a third party so that we can issue new security codes.

5.10 If you have purchased mobile internet or Internet over Ethernet you may access the internet but we accept no responsibility for any content or services you may access which is at your cost and risk. You will be responsible for all costs from such access except where the Services allow such access to be disabled and you have asked us to disable access, where you will be responsible for the costs until we receive your written request. You are responsible for all costs relating to any Third Party Connectivity including where you have to change your supplier in order to receive the Services due to the blockage of SIP traffic by your existing Third Party Connectivity supplier. Unwanted programs or material may be downloaded from the internet without your knowledge. This may then give unauthorised people access to your Equipment.

5.11 You must only use equipment which is legally approved for connection to our Network. If you are not sure whether the equipment is approved, you should contact us.

5.12 You shall provide a customer representative who will be your point of contact with us or where applicable our sub-contractors. You will

notify us of the name and contact details of the customer representative and any replacement from time to time.

5.13 You shall take prudent and appropriate measures to back up data and otherwise protect against loss of data.

5.14 Where we have issued you with a SIM card for use with a 3G desk phone you are not permitted to use this SIM card in any other device without our written consent. Breach of this requirement shall constitute a material breach of this Agreement.

5.15 If you order a service other than the Services provided pursuant to this Agreement, the supply of such services may be subject to additional terms and conditions.

5.16 If you need to transfer mobile or fixed line numbers from other networks to us prior to the commencement of the provision of the Services, you will need to complete the porting authority letters that we will provide to you. You acknowledge that any delay in completing and returning this authority may result in a delay to the provision of Services.

5.17 As part of the provision of the Services, we shall agree with the configuration of your users with you.

5.18 If you use the Network to consume large quantities of data, you acknowledge that this may affect the speeds of the Services or the Network.

5.19 When reporting a fault with the Services, if you use Third Party Connectivity, you must first ensure you have contacted your third party provider to eliminate any issue with the access connectivity. If applicable, you must resolve any Third Party Connectivity issues before reporting any fault relating to the Services to us.

6. Equipment

6.1 If Equipment or SIM cards are lost or damaged before we have delivered them to your address, we will repair or replace these at our cost provided you tell us of any damage within 5 business days of receipt and notify us of loss if you have not received your order within 10 business days of our confirmation of the order. Once we have delivered Equipment or SIM cards to you at your premises you shall take the risk of loss or damage to the Equipment and/or SIM cards which we have delivered. If we have not delivered the right Equipment and/or SIM Cards you must tell us within 5 business days of receipt and we will remedy the error at our cost.

6.2 If your SIM Card or Equipment is lost or stolen after we have delivered it to you, you must tell us as soon as possible so that we can prevent further use on it. You must pay for all Charges due until you tell us. You must also continue to pay the Access Charges or line-rental Charges until this Agreement has ended as described in clause 12.

6.3 Where you have bought Equipment from us you will own the title to the Equipment (other than any SIM Card or embedded Software) when we have received full payment from you of the amount in the invoice (or if the invoice is incorrect, full payment from you of the correct amount in relation to the Equipment). Until that time you must identify the Equipment as belonging to us.

6.4 If we supply you with Equipment which becomes faulty (other than through your misuse) within the manufacturer's warranty period, you may return the Equipment to us at our cost and we will repair or replace (at our option) the Equipment within 28 days. If we have replaced the Equipment with a better alternative we may at a later stage replace this with standard replacement Equipment meeting the agreed specification.

6.5 If you have caused the Equipment to become faulty or if the Equipment becomes faulty outside the manufacturer's warranty period we may provide a quote for the costs of the non-warranty repair Service.

6.6 If we provide you with Equipment or Software made by our suppliers, where we receive warranties or guarantees in relation to that Equipment or Software we will endeavour to pass the benefit of these to you to the extent we are permitted to do so by the suppliers,

provided that our obligation to liaise with suppliers in respect of any warranty ends when this Agreement ends. We have no obligation in relation to equipment which we do not directly supply to you.

6.7 You must only use Equipment which we supply or which we have approved as compatible with the Network.

6.8 We will deliver the Equipment and SIM Cards to the Site or such alternative delivery address that you may ask us to deliver to.

6.9 Where any Equipment or other hardware is supplied to you by a Partner, this supply shall be subject to the terms of the agreement between you and the Partner, and we shall have no liability for such Equipment or its failure to operate on the Network.

7. Software

7.1 The Services and Equipment we provide to you may contain Software which belongs to us or our suppliers and may be subject to separate terms and conditions (which we refer to as a Software Licence) provided with the relevant Equipment or Service. You agree that your use of the Equipment and Services is conditional on your acceptance of applicable Software Licences prior to such use. In all other cases where we provide Software to you, we grant you and/or your End Users (as applicable) a personal, non-transferrable, non-exclusive, royalty-free licence (with no right to sub-licence) to use the Software for the term and for the purposes of this Agreement. You may also make a single copy of the Software for backup purposes.

7.2 We and our suppliers may electronically audit each system configuration containing Software licensed to you to verify your compliance with applicable licence terms on at least two (2) Business Days' prior notice.

7.3 You shall not modify, adapt, copy, translate, decrypt or reverse-engineer the Software except that if you have a right to decompile the Software for interoperability with other Software, you will notify us and we will at our option provide a Software interface to enable such interoperability or such information subject to reasonable conditions including but not limited to a reasonable fee.

7.4 If we provide you with user documentation you may print copies for those End Users who have a licence for the relevant Software.

7.5 If we provide Software which is licensed by a third party, they may require you to upgrade the Software from time to time. The charges and risks associated with such upgrades are your responsibility unless we expressly agree with you otherwise. If you choose not to take any upgrade, support in relation to the Software shall be at our absolute discretion or the absolute discretion of the Software licensor as applicable. Software upgrades may affect existing Services (including smart devices) and it is your responsibility to check with us regarding implications of upgrades before you implement them.

7.6 If the Services require you to operate server Software, it is your responsibility for maintaining appropriately configured server Software on your systems throughout the term of the Agreement.

7.7 We have no responsibility for any software which we have not supplied to you or which we have not expressly authorised for use with our Software, Services or Equipment. If we provide Services which integrate with your computer systems we are not responsible for any part of those systems (including any Software which we provide which is stored within those systems).

7.8 We may provide technical support and assistance relating to integration, implementation, migration and management through our professional services portfolio and/or our managed services portfolio.

7.9 Some mobile services we provide which use the internet rather than software applications may not be suitable for some internet service provider email accounts and you should check for any limitations, compatibility issues and additional charges with your internet service provider.

7.10 Where Software is subject to a Software Licence, the terms of the Software Licence shall comprise your sole rights and remedies in respect of the Software to which it applies.

8. Provision of Site Access and Information for One Net Business Services

8.1 If we agree to provide Services to you on your premises:

8.1.1 you grant us, our subcontractors and agents access to the premises and agree to provide us with such facilities and information as we reasonably require to perform the Services (including access outside normal working hours) and comply with our environmental responsibilities including the disposal of packaging; and

8.1.2 you will ensure the premises provides a safe working environment for our personnel and a suitable environment for the housing of any Equipment which are used as part of or in conjunction with the Services.

8.2 If our provision of Services involves access to your systems, you warrant and undertake that you have full authority to permit us to perform those Services and agree to indemnify us against any and all liability and costs which we suffer if you breach such warranty.

8.3 Where we have carried out a Site Survey we will provide you with a written report detailing the results of the Site Survey and any remediation work that is required to be undertaken prior to the installation of the One Net solution. Failure to carry out any such work may delay the Commencement Date and/or mean that we are unable to provide the Services to you.

8.4 If the Site Survey reveals that remediation work is required you shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which we provide Services) by giving us written notice within 14 days from the date we inform you of the Site Survey results. Where you decide to cancel this Agreement and the cost of the remediation work is estimated as less than £500 (excluding VAT) we shall be entitled to charge you £500 (plus VAT) for carrying out the Site Survey of that site.

8.5 We shall carry out a Suitability Test to assess the quality of the DSL provided from the local BT exchange. If the Suitability Test results indicate that the quality of the access is insufficient for the Services to be provided to a reasonable standard we will notify you of this, in which event this Agreement shall automatically terminate in respect of the site (but not for any other sites to which we provide Services). Alternatively you may have the option to upgrade to Ethernet for additional Charges to be agreed between the parties.

8.6 Following completion of the Site Survey and Suitability Test, we shall give you an estimate of the maximum number of concurrent connections supported by the Service which will be determined by a number of factors including broadband speed and the proximity of the site to the local exchange. If this estimate is less than 80% of our initial estimate of the same provided to you at the time of the Order Form then you shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which we provide Services) by giving us written notice within 14 days from the date we inform you of the Site Survey results.

8.7 We may in our absolute discretion reject any notice to cancel under clauses 8.4 or 8.6 which is served after the 14 day notice period or allow you to cancel subject to a cancellation fee of £500 or 10% of the mobile and fixed line rental Charges for the Minimum Term, whichever is higher.

9 Changing Charges and Terms

9.1 We may change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services) where required: (a) to comply with applicable law or regulation; (b) because of a change imposed by a third party supplier; or (c) due to a change in our operations or services, where such change affects at least 90% of our relevant customer base.

9.2 Subject to the rest of this clause, we shall provide you with as much written notice as is reasonably practicable of a change made under clause 9.1(a), and at least 30 days' written notice for a change made under clauses 9.1(b) or 9.1(c). We shall not notify you of a change if it relates to a Third Party Service which you do not regularly use, but shall

(where applicable) update the relevant Price Plan Guide on www.vodafone.co.uk/business/terms at least 30 days before the change takes effect. We may update or withdraw our Services without notice only where such change (in our reasonable opinion) does not cause you any detriment or where you do not regularly use that Service.

9.3 We may need to change your phone number or other number. We will let you know if this is the case.

9.4 You can apply to port the mobile number(s) relating to SIM Cards to another network or migrate the mobile phone number(s) to another service provider on the same network but we may charge you a reasonable administration fee per number in addition to any Charges for termination that may be applicable under Clause 12.

9.5 Except where you have agreed to a Minimum Term of 5 years, we are not obliged to agree to any upgrades to the Equipment we supply to you during or after your Minimum Term but if we do so we may extend the Minimum Term or impose a new Minimum Term.

9.6 We do not allow an End User to change from one tariff to another tariff with a lower monthly fixed charge during the Minimum Term.

9.7 New Users will be subject to a Term per New User unless we agree otherwise with you in writing. If the Agreement is terminated before the end of a New User's Term per New User you will be obliged to pay the outstanding monthly Charges relating to that New User and the monthly Access Fee until the end of that New User's Term per New User.

9.8 You may terminate the affected part of the Agreement where a change under clause 9.1(b) or clause 9.1(c) causes you a material detriment which cannot be offset by us to your reasonable satisfaction on 30 days' written notice to us. This right to terminate ends 30 days after the effective date of the change. The following shall be a material detriment for the purposes of this clause: (a) an increase in your UK monthly Charges of more than 10% in a 12 month period; (b) an increase in your monthly inclusive price plan Charges; or (c) a withdrawal of the core Services or an adverse change to the core Services. However, this clause does not apply if the change or withdrawal relates to a Third Party Service which you may stop using or cancel without ending this Agreement.

9.9 Save as set out in clause 9.1, changes to this Agreement must be made by written agreement of both Parties.

9.10 If during the Minimum Term you wish to change any of the Services or sites to which we supply One Net Business then you must notify us of this request in writing. We will carry out a Site Survey and Suitability Test in accordance with clause 8 (together the "Service Change Request Procedure"). You will be charged the following Charges for office moves, dependent upon the number of End Users at the relevant site:

Number of End Users	Applicable Charge
10 – 25 End Users	£500
26 – 49 End Users	£750
50+ End Users	£1,000

Ethernet office moves are also subject to a £2,000 install Charge in addition to the Charge set out in the above table.

If the DSL at the proposed new site is not sufficient following the Suitability Test then you have the option to either upgrade to Ethernet for an additional Charge to be agreed between the parties or to terminate this Agreement in respect of the site which is being moved. If you terminate in respect of the moving site then termination fees will apply in accordance with clause 12.9.

10. Call limit, Deposit and Part Payments

10.1 We may set a limit on the amount of Charges you may run up during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which

we refer to as a call limit. We may agree to increase or remove the call limit after making credit checks. You may be able to go over your call limit, but if this happens, you must pay all Charges. We may not provide Equipment and/or Services to you if to do so would result in you exceeding your credit limit or if the credit limit is already exceeded.

10.2 We may ask you for a deposit:

10.2.1 when we connect your SIM Card;

10.2.2 to increase or remove your call limit;

10.2.3 if you increase how much you use the Services; or

10.2.4 to unblock your SIM Card from contacting international numbers, using overseas networks or making premium-rate calls.

10.3 You can ask for a refund of your deposit at any time, but we may reduce your call limit if you do. We can use the deposit to pay off any Charges you owe us. When this Agreement comes to an end, we will repay any deposit you have given us less any money you owe us. We will not pay any interest on any deposit we take from you.

10.4 If there is a significant increase in your usage between bills, we may contact you. We may need a part payment so you can continue to use the Services.

10.5 Where your usage exceeds limits imposed on us by our third party suppliers (e.g. BT), we shall be entitled to charge you the additional costs we incur as a result of such usage.

11. Suspending the Services

11.1 We can suspend or restrict use of any of the Services (other than emergency services) by you and/or any End User(s) if:

11.1.1 we believe your equipment (including Equipment we supply to you) or the Services are being used in a way we do not allow under this Agreement or in a way which is inconsistent with good faith commercial practice to our detriment;

11.1.2 you or your End User(s) have not kept to this Agreement (for example, you fail to pay any Charges when due);

11.1.3 we have asked you for a deposit or part payment which you have not paid;

11.1.4 you go over your call limit;

11.1.5 we believe that you have entered into this Agreement fraudulently;

11.1.6 we believe you and/or your End User(s) have or are likely to use any number, Equipment or Services in an unauthorised, abusive, illegal, a nuisance or fraudulent way;

11.1.7 you tell us that your Equipment has been lost or stolen;

11.1.8 you become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made or a receiver is appointed over any of your assets;

11.1.9 you and/or your End Users do anything (or allow anything to be done) which we think may damage or affect the operation of the Network;

11.1.10 the emergency services tell us to, or where it is necessary to comply with law or regulation (including any orders by law enforcement or regulatory agencies) which means we need to do so; or

11.1.11 you use automated means to make calls, texts or send data (including a GSM Gateway).

11.2 We can suspend or restrict the Services: (a) to carry out necessary planned maintenance or modification services or during any technical failure of the Network or Services; (b) to safeguard the security and integrity of the Network; (c) upon the occurrence of any of the events in clause 11.1. If a Service suspension for planned maintenance is likely to exceed 10 minutes we will endeavour to give you 24 hours' prior written notice.

11.3 When we suspend or restrict your use, this Agreement will continue and you still have to pay all Charges due during any period when we suspend or restrict the Services.

11.4 If we have suspended the Services for your non-payment and we have subsequently agreed (in our discretion) to reactivate the Services

following your request, we may charge you a reasonable administration charge in addition to all arrears.

11.5 If we have suspended Services to an End User for their failure to use the Services in accordance with this Agreement, where we have decided not to suspend the Services provided to you or other End Users, we may reinstate the Services to that End User following remedy of the End User's default, subject to the payment of a reasonable administration charge.

12. Ending this Agreement

12.1 Subject to clause 12.6, either of us may end this Agreement by giving the other 30 days' notice in writing. Your notice must include your mobile and fixed line numbers and the signature of the account holder. You must pay the Charges during the notice period. You may stop using content services at any time, but you shall still pay the Charges for the Services. You must check with the content service provider on how you can end your agreement with them.

12.2 The parties shall each have the right to terminate this Agreement in whole or part with immediate effect (by serving written notice of termination to the other party): (a) if the other party becomes subject to an Insolvency Event; or (b) if the other party is in material breach of this Agreement (provided that where such breach is capable of remedy, the breaching party is given 30 days to rectify such breach from the date that notice of any breach is deemed received from the non-infringing party).

12.3 We may terminate this Agreement in whole or part with immediate effect, by giving written notice to you where we have suspended the Services under clause 11.2(c) or clause 4.6.

12.4 Unless we notify you otherwise, any content services included in your price plan shall start at the same time as the Commencement Date, regardless of when you start to use the Content Service Pass, and shall end after the Minimum Term set out in the Commercial Terms. If a content service included in your particular price plan is provided for less than the Minimum Term, the content service may become a monthly paid subscription from the date the content service ends unless you cancel it.

12.5 You may end this Agreement in its entirety or part only insofar as it relates to the Services delivered in respect of a particular number by writing to us if you exercise your right to cancel Services in relation to a site subject to and in accordance with clauses 8.4, 8.5, 8.6, and/or 8.7 where we do not provide Services to any other site.

12.6 When this Agreement comes to an end:

- 12.6.1 we will disconnect your Equipment from the Network;
- 12.6.2 you will have to pay immediately all Charges you owe on the date we disconnect your Equipment from the Network;
- 12.6.3 you and your End Users must stop using (and remove from your systems and return to us) any Software which we have licensed to you (except Software which is embedded within any Equipment we have supplied which belongs to you); and
- 12.6.4 you must stop using Services we have provided to you.

12.7 If this Agreement ends before the end of the Minimum Term you will have to pay us a Recovery Charge subject to and in accordance with clauses 12.9 and 12.10.

12.8 If this Agreement ends for any reason other than our breach, we may immediately enter your premises without prior notice to recover Equipment which belongs to us and you will not re-sell or transfer possession of it to any third party until you have paid us in full all amounts due to us under the Agreement.

12.9 Except where you validly terminate the Agreement, a price plan or Connection in accordance with clause 9.8, clause 12.2, or clause 17.13, or where we terminate the Agreement, a price plan or a Connection in accordance with clause 12.1, if this Agreement, a Connection or a price plan is terminated prior to the expiry of a Minimum Term, you shall pay us a Recovery Charge.

12.10 If you validly terminate the Agreement, a price plan or Connection in accordance with clause 9.8, clause 12.2, or clause 17.13, you will not have to pay the Recovery Charge but may have to make a payment for your Equipment. If this applies, we will let you know in your Commercial Terms and inform you of the original value of the Equipment. The payment will be calculated as 1/number of months of Minimum Term (for example, for a 3 year Minimum Term, 1/36) of the original value of your Equipment, less any initial payment you made towards it, multiplied by the number of months left in until the end of the Minimum Term.

12.11 You may terminate an End User's use of the Services (without terminating this Agreement) by giving us 30 days' notice in writing. Where this occurs prior to the end of the Minimum Term or such End User's Term per New User, you will have to pay the line-rental charges left for the rest of the Minimum Term or such End User's Term per New User.

13. Liability and exclusions

13.1 We will be legally responsible to you if our negligence causes death or personal injury or if we commit fraud. The remaining paragraphs of this clause 13 are subject to this paragraph 13.1.

13.2 If we breach this Agreement or are negligent we will not be responsible for the losses you suffer as a result, except those losses that are a foreseeable consequence of the breach and except those under clause 13.1.

13.3 Our maximum liability for all claims relating to the Services or Equipment provided under this Agreement whether for breach of contract or in tort, including negligence will be limited to 100% of the Charges paid or payable in the twelve months prior to the date of the Claim.

13.4 We shall provide the Services with reasonable skill and care but we exclude all liability for breach of warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

13.5 We will not be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement; nor any direct or indirect loss of business, revenue, profits, goodwill, use, data, compensation, ex gratia payment or other economic advantage however they arise, whether in breach of contract (including repudiatory breach) breach of warranty or in tort, including negligence, and even if we have previously been advised of the possibility of such damages or whether such liability could be assumed to be our responsibility.

13.6 We will not be legally responsible to you if we cannot provide the Services because of something outside of our reasonable control or where we are reliant on third party suppliers, including any Third Party Connectivity or any issues with access to the Services as a result of the failure of such connectivity.

13.7 If you use the Services to make an emergency call, the caller location information that is provided to the emergency services may not be the location from which the call is made, which may delay the emergency services' response to the call. It is not possible to make fixed line calls using the Services if there is a power failure or a failure of your broadband connection although this will not prevent calls made from mobile devices. It is your responsibility to make your End Users aware of the contents of this clause 13.7.

14. Our Intellectual Property

14.1 All intellectual property rights to the Services and Equipment (including any created by providing the Services) that belong to us and our licensors at all times during the Agreement and you agree not to do anything which might jeopardise or diminish the value of those rights.

14.2 You are not permitted to use our trademarks as part of a business or trading name and you must not remove or modify and trademark or proprietary notice from Equipment, Software or documents or other material which we supply to you.

14.3 You will promptly tell us if you become aware of any actual or threatened infringement of or challenge to our intellectual property rights and will assist us with enforcing or defending our rights (at our expense) if we reasonably request your help.

15. Data Protection

15.1 Both parties shall comply with applicable privacy law. You acknowledge that we will process personal data and traffic data when we provide the Services and that we are the Controller of these data under the Data Protection Act 1998.

15.2 Where required, you authorise us to process these data and agrees to use reasonable endeavours to notify your End Users about us: (a) processing data for maintaining the security, integrity and quality of the Network (including interception, monitoring or recording of communications in accordance with applicable law); (b) processing data for our own market research and analysis in order to develop our products, but this does not include providing personal data to third parties or making it publicly available; and (c) disclosing data to third parties only; (i) if required by applicable law or regulation; or (ii) where the third parties are sub-contracted processors of ours, including Partners.

15.3 You agree that where it is reasonably requested by a Partner, we may provide your billing and contract information to the relevant Partner for the purposes of management, calculating commissions and administration of the account.

16. Confidentiality

16.1 Neither party shall disclose the Confidential Information of the other party to any other party for the duration of this Agreement and for 3 years after termination except as permitted below. A party may disclose the Confidential Information to any director, officer, employee, contractor, or adviser, of the receiving party and we may disclose such information to Partners where necessary to fulfil the purpose of this Agreement provided that the receiving party ensures those recipients comply with this clause 16.

16.2 Confidential Information shall not include information that: (a) is publicly available other than through breach of this Agreement; (b) is lawfully in the possession of the receiving party before disclosure under this Agreement; (c) has been obtained from a third party who is free to disclose it; (d) is independently developed without access to the Confidential Information; or (e) a party is required to disclose by law or regulatory authority.

16.3 Upon written request, as soon as reasonably practicable, a party shall return all Confidential Information (as far as technically reasonably possible) to the disclosing party. The receiving party may retain Confidential Information as required by law or as required for archive purposes. This Agreement will continue to apply to any retained Confidential Information.

17. General

17.1 We may transfer this Agreement to anyone at any time. You may not transfer this Agreement to anyone unless we have agreed in writing beforehand. We will not unreasonably refuse this request. Except for any rights our suppliers have as licensor of Software supplier to you under a Software Licence, no other third party may benefit from or enforce this Agreement. Please contact us if you want to transfer your SIM Card(s) or Equipment to someone else within your organisation (subject to a satisfactory credit check).

17.2 We may perform some or all of our obligations under this Agreement by using subcontractors or through any company in the Vodafone Group. We accept responsibility for acts or omissions of such subcontractors and Group companies in their performance of the Services.

17.3 You and we acknowledge that neither you nor we have entered this Agreement relying on any non-fraudulent statement which is not expressed in this Agreement.

17.4 You and we shall not make any public announcement regarding this Agreement unless we have agreed with you otherwise although we may include you in our generic list of customers which we may publish from time to time.

17.5 If you are migrating to One Net or One Net Express from another mobile services agreement, you will be subject to any applicable migration rules. In particular you may lose any existing hardware credits or other benefits that you may be entitled to under your existing agreement.

17.6 If you or we fail to enforce our rights under this Agreement, it will not prevent you or us from taking further action.

17.7 If you are a sole trader, a partnership, or some other organisation that is not a limited company, and you purchase Equipment from Vodafone and pay for such Equipment by instalments, your purchase of such Equipment may be covered by the Consumer Credit Act, which provides a customer with additional rights, including rights to terminate the purchase. Where this is relevant, we will provide you with the details.

17.8 We may apply any payment which you owe to us against any payment which we owe to you under this Agreement or any other agreement. You shall not make any deductions from amounts which you owe to us.

17.9 When you use your Equipment, your number may be shown to the equipment being called. Your number will always be shown if you are calling UK emergency services.

17.10 We will send you notice by post, voicemail, text or other form of electronic message. We will treat you as having received the notices 48 hours after we have sent them. We will send all bills and notices served by post, to the address you have given. You must tell us about any changes to your address. You must send us notices by post or email to our address shown on the bill. You can assume we have received these notices 48 hours after you have sent them.

17.11 This Agreement is under English law, unless you are a consumer and:

17.11.1 you live in Scotland, in which case, it will be governed by Scots law; or

17.11.2 you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.

17.12 If we have a disagreement with you in relation to this Agreement then you and we shall use our respective best endeavours to resolve the dispute within seven (7) days (or such shorter time as is reasonable in the circumstances) from the date of it being raised. If we are unable to resolve the dispute within such time then we and you agree to escalate the dispute to senior managers or their equivalent. If we are still unable to resolve the dispute with you within seven (7) days after the escalation to senior managers then you and we agree to act in good faith the seek to agree whether the dispute should be settled through mediation provided that if no such agreement is reached or if we are unable to resolve the dispute with you through mediation then either party may commence proceedings through the English courts.

17.13 Neither party will be responsible or liable for the failure or delay in the performance of its obligations due to a cause beyond its reasonable control. If the cause ends, the party shall perform its obligations and the time for performance will be extended by the duration of the cause. If delay in performance persists for a period of more than 30 days, the unaffected party will be entitled to terminate this Agreement on written notice.

18. Definitions

Access Fees - the monthly or other periodic fee payable by you for the use of a Service.

Agreement – constitutes together the Order Form, any Price Plan Guide, any Commercial Terms, the Service Terms (including any Internet Access Service Terms if applicable) and these Terms and Conditions.

Business Day - Any day which is not a Saturday, a Sunday or a public holiday in England.

Charge - Access Fees, fees for Equipment, Software Licence fees, call fees, airtime fees, Recovery Fees and all other fees payable by you for use of the Services.

Commencement Date - the date that we start providing the Services to you. Except for Target Spend Services, if you make further orders after the initial Commencement Date, the commencement date for the additional ordered Services shall be the date we begin to provide the additional Services and/or Equipment to you.

Commercial Terms – the document headed 'Customer Agreement' or 'Order Form' together with a Connection Schedule (if applicable) which details the commercial offer to you for the Services, and which incorporates any applicable Service Terms and Price Plan Guides and these One Net General Terms.

Confidential Information – Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, know-how, suppliers, customers, or products of the disclosing party disclosed by one party to the other party before or after the Commencement Date.

Connection - A Vodafone SIM Card or fixed line connection that has been configured to attach to the Network or fixed line Network with a price plan or SOC associated with it so that an End User can use and be charged for Services supplied under the Commercial Terms.

Connection Schedule – (if applicable) forms part of the Commercial Terms.

Content Service Pass – A virtual pass to access content services as part of your price plan (where applicable).

Customer, you and yours – the contracting party set out in the Commercial Terms.

End User – An individual end user of the Equipment and/or Services (who is your employee or contractor) under this Agreement.

Equipment - Any tangible material, but not a SIM Card, supplied by us to you, or connected to the Network on your behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.

GSM Gateway - Any equipment containing a SIM Card which enables calls from fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ("on-net") call.

Insolvency Event – An event where the other party goes into liquidation, makes an arrangement with creditors, appoints a receiver or administrator, or has bankruptcy or insolvency proceedings brought against it; or suffers a similar event in any jurisdiction.

Intellectual Property Rights – rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; rights in the nature of unfair competition rights and to sue for passing off; and trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.

Internet Access Service Terms – Service Terms for the Internet over Ethernet Service.

Internet over Ethernet – the dedicated internet access service provided by us through the Ethernet connection.

Minimum Term - the minimum term which you commit to receive the Services as measured from the Commencement Date, as stated in the Order Form (or Commercial Terms).

New User an additional End User who starts using the services after the Commencement Date.

Order Form - The document setting out the agreed commercial terms relating to our provision of Equipment and/or Services, which incorporates the Service terms and conditions and these One Net General Terms. In the absence of other documents, a 'welcome letter' from us detailing your commercial terms may comprise an Order Form.

Network - The telecommunication systems we use to provide the Services.

OFCOM - The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it.

One Net – refers to both One Net Business and / or One Net Express.

One Net Business - the Vodafone service called One Net Business that integrates your fixed line and mobile voice services and fixed line data services, delivering a converged communications experience.

One Net Express the Vodafone service called One Net Express that provides enhanced voice and data features further details of which are set out in the One Net Express Service Terms.

Partner – a third party authorised by us may have sold Equipment or Services to you.

Price Plan Guide - A document which details out of bundle Charges and individual terms for a particular standard price plan, as updated from time to time.

Recovery Charge – Where a Target Spend is specified in the Commercial Terms the recovery charge shall be calculated as the greater of: (a) Target Spend ÷ Minimum Term (in months) x number of months left in Minimum Term from date of termination; or (b) Target Spend – Actual Spend. If a Target Spend is not specified in the Commercial Terms the recovery charge shall be calculated as: Access Fee x number of months left in Minimum Term.

Suitability Test – A test to determine the suitability of the DSL available to your site from the local exchange to assess whether (in our opinion) the quality of access is sufficient for the deployment of the Services at that site.

Services – the One Net Business or One Net Express Service provided by us pursuant to this Agreement and any other service supplied to you pursuant to the relevant Service Terms, (including, if applicable the Internet Access Service Terms) and Commercial Terms.

Service Terms - A schedule that sets out service specific information such as terms and conditions, specifications and other technical information.

SIM Card - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

Site Survey - a survey of a Customer's site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for the deployment of the Services at that site.

Software - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by us or our licensors to you irrespective of how it is stored or executed.

Software Licence - The terms and conditions that prescribe: how you shall use Software; the rights of the Software owner/licensor; and rights of the Software user in relation to such Software, which may be provided as a 'click-through' or 'shrink-wrap' licence.

Standard List Price(s) – Vodafone's standard unsubsidised Charges for Services and Equipment as advised to you by Vodafone and/or as made available on request by Vodafone (as amended by Vodafone from time to time).

Target Spend – The amount of money specified in the Commercial Terms for a particular Service (where applicable).

Term per New User - the Minimum Term of time that the Services shall be provided to a New User which shall be 24 months unless otherwise agreed.

Third Party Connectivity - an access method provided to you by a third party which is used by you to connect to any part of the Services.

Third Party Services – Those Services provided by third parties which are charged in addition to your inclusive price plan allowance. Third Party Services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside the UK.

UK – England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.

Vodafone, we, us and our – Vodafone Limited, registered number 01474587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

Vodafone Group – Vodafone Group Plc, Vodafone and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital, and any partner market listed on the investor relations page at www.vodafone.com.