



## General Terms

### 1. About these terms and the Agreement

- 1.1 These terms and the documents they refer to will govern the relationship between the customer whose name appears on the Order Form or welcome documents ('you', the 'Customer' or 'your') and Vodafone Limited ('us', 'we' or 'our') in respect of the Services which are in the Order Form. You are contracting as a business and not as a consumer. The Order Form, any applicable Price Plan Guide, these General Terms, any subsequently agreed Commercial Terms, any applicable Service Terms, our Standard List Price, the AUP and other documents referred to in these terms together form our contract with you in relation to the Services (collectively the "Agreement") and apply in decreasing order of precedence.
- 1.2 In these General Terms and the Service Terms, capitalised words are given specific meanings which are set out in the Glossary appended to this Agreement.

### 2. Commencement and duration

- 2.1 The Agreement begins on the Effective Date and continues for the Minimum Term and thereafter unless terminated in accordance with the Agreement.

### 3. Equipment and Services

- 3.1 We will provide the Services to you from the Commencement Date for the remainder of the term of the Agreement in relation to those Services.
- 3.2 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.
- 3.3 Where you have bought Equipment from us you will own the title to the Equipment (other than any SIM Card and embedded Software) when we have received full payment for that Equipment. Until that time you must identify the Equipment as belonging to us. Title to SIM Cards and all other Equipment remains with us at all times unless expressed otherwise in the Service Terms.
- 3.4 Your use of the Equipment and Services is conditional on your acceptance of applicable Software Licence(s) prior to such use, the terms of which shall comprise your sole rights and remedies in respect of the Software.
- 3.5 You shall use the Equipment and Services in accordance with our AUP and shall indemnify us against any and all liability and costs which we suffer if you breach the AUP.
- 3.6 If requested, you shall provide, and shall ensure that your End Users provide, the information and complete the documentation (including in relation to identification, legitimation and VAT and billing details) required by us (including any tools provided by Vodafone) or any applicable NRA for the purposes of the Services or continued use of the Services. You shall ensure that such information is complete and accurate at all times.
- 3.7 We will not be responsible for any content, goods or services which are accessed, downloaded or transmitted by you through use of the Services. We accept no responsibility for these services. You shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- 3.8 You shall take reasonable steps in line with commercial good practice to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by us through the implementation of appropriate security or user controls. You must seek prior approval from

us before running any security tests, vulnerability scans or penetration tests on our Equipment or Services.

### 4. Charges

- 4.1 You shall pay us the Charges for the Services.
- 4.2 Unless specified otherwise, Charges are exclusive of VAT which is charged at the current rate. Subject to Clauses 5.1 and 5.2, any Charges not specified in the Commercial Terms shall be at Standard List Price. Rounding and minimum charges apply as set out in the Commercial Terms and/or the applicable Price Plan Guide.
- 4.3 We shall invoice Charges in accordance with your Price Plan Guide. You must pay all Charges by direct debit or other agreed method within the payment period specified on our invoice without offset.
- 4.4 Unless we agree with you otherwise, Charges shall not include any special equipment or work such as cutting away, decoration, ducting, ground work, building work and other similar work.
- 4.5 You can only dispute an invoice by notifying us within 15 Business Days of the date of invoice, including details of why you dispute the invoice and how much you believe is payable, and in any event paying undisputed amounts by the due date. Within 30 days of resolution of an invoice dispute, we shall endeavour to issue a credit or you shall make payment (as appropriate).
- 4.6 If you do not pay the Charges by the due date, and have not raised a dispute, we may, take any or all of the following actions until paid in full (including interest): (i) charge interest on the unpaid amount at 4% per annum above the base rate of the Bank of England; (ii) withhold any sums owing to you by us; (iii) set-off any sums currently owing to you by us against the unpaid Charges; (iv) charge reasonable administration costs; and (v) and take action under clauses 6.1 and/or 7.2.

### 5. Changing this Agreement

- 5.1 Subject to clause 5.2, we may, on written notice to you, change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services): (i) where required to comply with applicable laws or regulations; (ii) due to a change in our or a third party provider's charges, out-payments, operations or services; or (iii) where we reasonably determine the change is needed to maintain or improve the quality of the Service. We will use reasonable efforts to give you at least 14 days prior written notice of these changes.
- 5.2 In April of each year, we will introduce an increase to all or any Charges by an amount up to or equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year. If the RPI rate is a decrease, Charges will not be reduced and if that index is not published for the given month, Vodafone may use a substituted index or index figures published by that office for that month. Vodafone may not notify the Customer of a change under this clause 5.2.
- 5.3 If we change this Agreement to your material detriment, then we will notify you at least 30 days prior to the change. You may then end this Agreement by providing 30 days prior written notice to us which you must provide within 30 days of our original notice of change under clause 5.1 and if you do this, the changes shall not apply to you during the notice period. This clause 5.3 shall not apply where we have changed the Agreement to comply with applicable laws or regulations or any change to implement the RPI change set out in clause 5.2 above. The following shall be a material detriment for the purposes of this clause: (a) any increase in your UK standard Charges of more than 10% (in aggregate) in a 12-month period; (b) an increase in your monthly inclusive price plan Charges save as set out



- in clause 5.2; or (c) a withdrawal of the core Services or an adverse change to the core Services.
- 5.4 Save as set out in this Clause 5, changes to this Agreement must be made by written agreement signed by both Parties.
- 6. Suspending the Services**
- 6.1 We may suspend the Services: (a) for any maintenance, modification, or technical failure of the Network; (b) to safeguard the security and integrity of the Network; (c) where it is necessary to comply with law or regulation (including any orders or directions given by emergency services, law enforcement or regulatory agencies); or (d) if you have failed to pay any undisputed Charges for more than 30 days from the due date, provided that in each case we shall keep all suspensions to a minimum.
- 6.2 We may suspend the Services if we reasonably believe that you are in breach of the Agreement.
- 6.3 We shall give you prior notice of any suspensions where reasonably practicable.
- 7. Ending this Agreement**
- 7.1 Subject to clause 8, each Party may end this Agreement or any part thereof by giving the other 30 days' prior written notice.
- 7.2 Each Party may terminate this Agreement 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 of the other Party's notice of the breach).
- 7.3 If we are no longer authorised to provide the Services, for example, following termination of a contract between us and a third party supplier, we may terminate the affected Service(s) with immediate effect on written notice to you. If this happens, we shall credit you Charges paid in advance in relation to the terminated Service(s) for the period following termination without affecting your rights under clause 5.3
- 8. Effects of termination**
- 8.1 Subject to clause 8.2 below, on termination of the Agreement (in whole or part), the following shall apply to all or part of the Agreement terminated: (a) we shall cease to provide the Services; (b) we will terminate access to the Network from the Equipment; (c) you will return the Equipment to us except where you have paid us the full amount for such Equipment; (d) you and your End Users shall stop using the Service(s) and Software (except Software which is embedded in Equipment which belongs to you) and return the Software to us (having removed all copies from your systems); (e) the Parties shall promptly return or destroy all Confidential Information (except one copy which is necessary to keep in order to ensure compliance with this Agreement), and provide written confirmation of this upon request; and (f) you shall immediately pay us all sums due, including any applicable Early Termination Fee.
- 8.2 (a) you shall pay us an Early Termination Fee except where you cancel the Service(s) within the Cooling-Off Period or where you terminate under clauses 5.3 or 7.2 or 15.4 or where we terminate under clauses 7.1 or 7.3 or 15.4 or where we terminate this Agreement and provide Services to you under a new Agreement within 30 days of such termination because you have changed Premises or you have changed Premises and we are unable to continue to provide the same Service you received prior to your change of Premises; and (b) where specified in the Order Form or applicable Commercial Terms, unless we agree otherwise you shall make a payment for any amount outstanding for the Equipment. The Early Termination Fee for Vodafone Business Broadband and Phone shall be calculated as set out in the Price Plan Guide for Vodafone Business Broadband and Phone. For Mobile the Early Termination Fee shall be calculated as set out in the relevant Price Plan Guide.
- 8.3 If we require you to return any Equipment to us, we will at our option provide you with pre-paid packaging or arrange for collection. We may in certain circumstances need to visit the Premises to disconnect or recover the Equipment. If you do not provide the Equipment to us within 14 days of termination, we may continue to apply Charges (up to the value of the Equipment) until you have allowed us to recover the Equipment.
- 9 Liability**
- 9.1 Nothing in this Agreement restricts our liability for death or personal injury resulting from its negligence or for anything which cannot be restricted by law.
- 9.2 We are not liable under or in relation to this Agreement for: (i) any loss (whether direct or indirect) of profit, revenue, business, data, anticipated savings or goodwill; (ii) any loss of or corruption to data (except to the extent that such loss or corruption is a direct result of a breach of Applicable Privacy Law in relation to performance under this Agreement; (iii) any regulatory fines; (iv) any legal costs; (v) any loss arising from business interruption or reputational damage; or (vi) any indirect or consequential losses, regardless of whether such losses were contemplated.
- 9.3 Subject to clause 9.2, our liability under or in relation to this Agreement is limited in total to 100% of the value of the Charges paid or payable by you in the first 12 months of the Agreement, or if this Agreement has not been in place for 12 months, the average monthly Charges payable for the months from the Commencement Date of the Agreement to the date of the first claim, multiplied by 12. This liability cap shall not apply to damages due to breach of confidentiality obligations as set out in this Agreement (except to the extent that such breach of confidentiality relates to the disclosure of Personal Data, in respect of which the Data Privacy Obligations shall apply) or non-payment of Charges or Early Termination Fees.
- 9.4 Subject to clause 9.2, where one party has paid compensation following a successful claim from a third party and the matter giving rise to such claim was wholly or partly as a direct result of a breach of Applicable Privacy Law by the other party, the party in breach will be liable to compensate the other party to the extent that their breach caused damage provided that reasonable efforts were made to mitigate the liability.
- 9.5 Our commitments expressed in the Agreement are in lieu of all implied terms conditions and warranties which are excluded to the full extent permitted by law.
- 10 Confidentiality**
- 10.1 Each Party ("Receiving Party") shall keep confidential the Confidential Information of the other Party ("Disclosing Party") and not disclose the same to any other person except as permitted below.
- 10.2 A Receiving Party may disclose Confidential Information to any director, officer, employee, contractor, or adviser, of the Receiving Party where necessary to fulfil the purpose of this Agreement provided that the Receiving Party ensures those recipients comply with this clause 10. A Receiving Party may disclose Confidential Information where it is required to do so by law or to comply with a court order or request from a regulatory authority.
- 10.3 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; or (d) is independently developed without access to the Confidential Information.
- 10.4 Upon written request, as soon as reasonably practicable, the Receiving 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.
- 10.5 The obligations in this clause 10 shall survive termination of this Agreement for a period of 3 years from the date of termination.

## 11 Data protection

- 11.1 Both Parties shall comply with Applicable Privacy Law.
- 11.2 We (and our subcontractors) may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment /delivery; or (iv) customer service.
- 11.3 When providing Services as an electronic communications services provider, we may also Process Traffic Data as Data Controller for the following purposes: (i) delivering End User communications; (ii) calculating Charges pertaining to the End User; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services. Such Processing will not include providing Traffic Data to third parties or making it publicly available.
- 11.4 We may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order, Privacy Authority or any other statutory or supervisory authority, body or agency; or (ii) to Vodafone Group companies or third parties lawfully sub-processing for us to deliver the Services.
- 11.5 The Parties acknowledge and agree that the Parties will need to share Operational Data between themselves. Operational Data will be shared on the basis of a transfer from one Party to the other, and each Party will assume responsibility for its own compliance with Applicable Privacy Law.
- 11.6 Where Vodafone is acting as a Data Processor, applicable terms shall be set out in the relevant Service Specific Terms.
- 11.7 The personal information collected from you and/or End Users will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify you and/or your End User's identity. If fraud is detected, you and/or your End Users could be refused certain Services, finance, or employment. Further details of how information will be used by us and these fraud prevention agencies, and you and/or your End User's data protection rights, can be found at <https://www.vodafone.co.uk/privacy/fraud-prevention>.
- 11.8 **Interpretation and Definitions:** in this clause 11, any reference to "We may" is deemed to constitute: (a) a specific acknowledgement and authorisation on the part of you as required by Applicable Privacy Law; and (b) permission for our lawfully appointed sub-processors to do likewise (for whose acts and omissions we remain responsible).
- 11.3 Where applicable, you shall inform your End Users of our Processing of Personal Data and shall ensure that they have consented to such processing prior to using the Services.

## 12 Intellectual Property Rights

- 12.1 Subject to clauses 12.2 and 12.3, we each respectively grant a licence to use any Intellectual Property Rights owned by us and you (including in our software), to the extent that such licence is required by the other Party in order to fulfil its obligations or receive the benefits under this Agreement.
- 12.2 Each licence is granted on the basis that: (a) it is not transferable, not sub-licensable and non-exclusive; (b) the beneficiary of the licence shall not, in relation to the relevant material, copy, modify, reverse engineer, adapt,

translate, decompile, disassemble or correct errors, save to the extent that it cannot be prevented under applicable law; and (c) each licence starts as necessary for the performance or receipt of the Services and ends when the applicable Service ends.

- 12.3 Subject to clause 12.2 and clauses 12.4 to 12.6 (inclusive), we shall defend and indemnify you for amounts payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from use by you of the Services.
- 12.4 In relation to any such third party claim you shall: (i) promptly notify us and provide full written details of any actual or potential claim; (ii) not admit liability or take any action which may prejudice defence of the claim; (iii) not admit or settle the claim without our prior written consent; (iv) give us sole conduct of the defence of the claim; (v) give us all reasonable assistance to contest or defend the claim (and we shall meet reasonable associated costs); (vi) mitigate your losses; and (vii) give us all reasonable assistance in allowing us to make modifications to the Services to avoid potential infringement of the third party's Intellectual Property Rights.
- 12.5 We have no liability in relation to any such third party claim and you shall be responsible for amounts payable to the third party attributable to: (i) the use of materials provided by you in connection with the Services; (ii) Our compliance with your design requirements or other instructions given by you; (iii) the combination of the Services with products or services not provided by or authorised by us; (iv) your failure to follow our instructions in relation to the Services; (v) unauthorised modifications to the Services or Equipment; (vi) your failure to adopt modifications made by us to the Services to avoid potential infringement of the third party's Intellectual Property Rights; or (vii) your breach of the indemnity process for third party claims or any other breach of this Agreement.
- 12.6 If we source Equipment from a third party manufacturer or reseller, we shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Our liability to you in respect of third party claims for infringement of Intellectual Property Rights in the Equipment will not exceed the liability of the third party manufacturer or reseller to Vodafone.
- 12.7 The indemnities within this clause 12 shall be your sole contractual remedy in relation to any claim covered by the relevant indemnity.

## 13 Transferring this Agreement

- 13.1 Neither Party may transfer, novate, or assign this Agreement (in whole or in part) without the other Party's prior written consent, such consent not to be unreasonably withheld.
- 13.2 Despite clause 13.1, we may transfer, novate, or assign this Agreement (in whole or part) without your consent to: (a) a company within our Group; or (b) a debt collection agency where we have terminated this Agreement for your non-payment.
- 13.3 We may perform some or all of our obligations under this Agreement by using subcontractors.

## 14 Notices

- 14.1 We will send you notice by post, voicemail, text, email 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.

## 15 General



- 15.1 Unless expressly provided in this Agreement, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 15.2 If you or we fail to enforce each Party's respective rights under this Agreement, it will not prevent you or us from taking further action.
- 15.3 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.
- 15.4 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. Each Party may terminate this Agreement if the other Party is prevented from performing its obligations due to a cause beyond its reasonable control which continues for a period of 30 days or more.
- 15.5 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.
- 15.6 This Agreement is governed by the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England.



## General Service Terms

### 1. Ordering and delivery

- 1.1 An Order Form for Equipment and/or Services is binding when we have accepted it by giving you written confirmation or, if we don't provide you with written confirmation, when we connect the Services or commence implementation of the Order Form.
- 1.2 Any dates we give you are estimates only and time is not of the essence in relation to such dates.
- 1.3 We will deliver applicable Equipment, SIM Cards and Services to the address set out in the Order Form.
- 1.4 Our supply of Equipment is subject to availability.

### 2. Our provision of the Services

- 2.1 We will use reasonable efforts to correct reported faults inherent in the Services and/or Equipment as soon as possible. If we carry out work in response to a fault in the Services and/or Equipment reported by you and following such work we determine that there is no fault found in the Services and/or Equipment or that the fault was not caused by us, then we shall be entitled to charge you for the site visit and any remedial work carried out.
- 2.2 We may need to conduct a survey to ensure the Premises are suitable to receive certain Services. If we need to conduct the survey at the Premises, additional Charges may apply but we will notify you if this is the case. Our provision of the Vodafone Business Phone Service and Vodafone Business Broadband Service is subject to a satisfactory survey.

### 3. Your use of the Equipment and Services

- 3.1 You agree to provide us with any information reasonably requested by us to enable us to provide the Services as your failure to do so may prevent or delay our provision of the Equipment and/or Services.
- 3.2 You may supply the Equipment and Services to your End Users provided you ensure their compliance with the Agreement but you cannot make the Equipment and Services available to any other person or use the same on behalf of any other person. If we provide each authorised End User with User Details, you are responsible for: (a) the security of the User Details; and (b) providing us with the identity of the authorised End Users and keeping that information current. We accept no liability for any unauthorised or improper use or disclosure of any User Details. You are liable for all acts and omissions conducted using the User Details up until the time that you inform us that they are being used without authority or may be compromised.
- 3.3 You undertake to keep the Equipment at your Premises and not move, modify, interfere with or prejudice our rights in Equipment or Services (including any Software and/or integral safety features) in any way unless it is with our permission and in accordance with any instructions we may give.
- 3.4 You are responsible for your Customer Equipment which you must ensure is compatible for use with the Services.
- 3.5 You must only use Equipment which we supply or which we have approved as compatible with the Network.

### 4. Loss and damage to Equipment

- 4.1 Vodafone's Returns Policy applies if the Equipment supplied by Vodafone is faulty.

4.2 Except as set out in the Returns Policy, once we have delivered Equipment and/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 (except where it can be shown that such loss or damage was caused by our negligence or due to fair wear and tear).

4.3 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 Charges until this Agreement has ended as described in clause 7 of the General Terms.

### 5. Equipment warranty

5.1 If we sell you Equipment as part of the Services we warrant that such Equipment (excluding any Software) will be materially free from inherent defects for 12 months following the date of the Order Form or such longer period as we may from time to time publish on our Website. If such Equipment becomes faulty within the 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. Our obligations in this section 5.1 do not apply if you have damaged the Equipment or caused the Equipment to become faulty or if the Equipment becomes faulty outside the warranty period.

### 6. Site access

6.1 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 for or in connection with our performance of Services (including where necessary access outside normal working hours). The permissions granted in this section 6.1 shall continue in force after termination of this Agreement until such time as all Equipment at your Premises has been returned to us.

6.2 If our provision of Services involves access to Customer Equipment, 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.





## Product Specific Service Terms

### Vodafone Business Phone Terms

#### 1. Requirements and limitations

- 1.1 You must have the right to have the fixed line(s) installed at the Premises. If you cease to have such right before the end of the Minimum Term, we may terminate the Agreement and the Early Termination Fee may apply.

#### 2. Activation

- 2.1 After we receive your order we will notify you of the date on which we plan to make the Vodafone Business Phone Service available to you.
- 2.2 Where applicable, you authorise us to terminate your agreements with your previous fixed line service providers. We will not be liable for wrongful cancellation of any agreements with your previous providers.
- 2.3 We will try and retain your existing phone number when you transfer to us, however we cannot guarantee this and we may provide you with a new phone number. If we provide you with a phone line, and you don't ask us to transfer your existing number, we will allocate a new number to your phone line.

#### 3. Changing premises

- 3.1 If during the Minimum Term you wish to change any of the Services or Premises to which we supply the Services then you must notify us of this request by telephone, free on **08080 034515** from any landline or mobile, or **191** from a Vodafone mobile. Our provision of services to your new Premises will involve the termination of this Agreement and our provision of the Services under a new agreement. We will provide reasonable assistance however installation fees and / or Early Termination Fees may apply.

#### 4. Switching to Vodafone Business Phone Service

- 4.1 If you are switching your fixed line telephone to us from a previous provider, this section will apply.
- 4.2 By entering into the Agreement with us you are authorising us to migrate your telephone service from your previous provider to us.
- 4.3 We are required by regulation to create a record of your consent to the migration which will contain the following information:
- your name and address,
  - the time, date and means by which you gave us your consent;
  - Where appropriate, the place where consent was given and the salesperson involved;
  - The address where the target line is situated; and
  - The Caller Line Identification or telephone number of the target line.
- 4.4 We are required to store the record of consent for 12 months, regardless of whether our Agreement with you is subsequently cancelled or terminated.
- 4.5 The record we create may be a call recording, a written record which you sign, a record of account interactions or another form appropriate to the sales channel relating to your order.

#### 5. Equipment

- 5.1 In respect of any router we provide to you as part of the Vodafone Business Broadband Service, title to the router shall transfer to you on expiry or termination of the Agreement after the Minimum Term. If the Agreement terminates before the end of the Minimum Term, title to the router shall remain with us and you shall return the router to us in accordance with clause 8.3 of the General Terms.

#### 6. Activation

- 6.1 After we receive your order we will notify you of the date on which we plan to make the Vodafone Business Broadband Service available to you.
- 6.2 Where applicable, you authorise us to terminate your agreements with your previous broadband service provider. We will not be liable for wrongful cancellation of any agreements with your previous provider.

#### 7. IP addresses and domains

- 7.1 Any IP or other network addresses allocated by us to you are for use only in connection with the Vodafone Business Broadband Service and all rights in such addresses belong to us and shall revert to us upon termination of this Agreement.
- 7.2 In most scenarios for moves, additions and changes including premise relocation inside and outside of the local exchange area and a down/upgrade of fibre services, we may need to issue you with a new single or range of static IP addresses.

#### 8. Switching to Vodafone Business Broadband

- 8.1 If you are switching your broadband to us from a previous provider, this section will apply.
- 8.2 By entering into the Agreement with us you are authorising us to migrate your broadband service from your previous provider to us.
- 8.3 We are required by regulation to create a record of your consent to the migration which will contain the following information:
- your name and address,
  - the time, date and means by which you gave us your consent;
  - Where appropriate, the place where consent was given and the salesperson involved;
  - The address where the target line is situated; and
  - The Caller Line Identification or telephone number of the target line.
- 8.4 We are required to store the record of consent for 12 months, regardless of whether our Agreement with you is subsequently cancelled or terminated.
- 8.5 The record we create may be a call recording, a written record which you sign, a record of account interactions or another form appropriate to the sales channel relating to your order.

#### 9. Changing premises

- 10.1 If during the term of this Agreement you wish to change the Premises to which we supply the Services or change any of the Services then you must notify us of this request by telephone free on 08080 034515 from any landline or mobile, or 191 from a Vodafone mobile. Our provision of services to your new Premises will involve the termination of this Agreement and our provision of the Services under a new agreement. We will not provide you with a new router on providing Services under a new

### Vodafone Business Broadband Terms



agreement. In these circumstances you must retain the router we originally provided to you for this purpose. We will provide reasonable assistance however installation fees and / or Early Termination Fees may apply.

### 10. Coverage

- 10.1 Actual throughput speed (actual speed experienced at a particular time when connected to the internet) experienced may be affected by a number of factors and may be lower than the estimated access line speed (where relevant) including but not limited to (a) nature of Customer's line; (b) our Network capacity; (c) number of Customers sharing the Network; (d) number of Customers accessing a particular website at any one time or time of day; and (e) our AUP (which can be found in your Service Guide and on our Website).
- 10.2 Subject to clause 10.1, if following notification to us by you it is determined that your access line speed (speed of data connection between the broadband modem and the local exchange or cable head end) is significantly lower than the estimated range of access line speeds detailed to you at point of sale and / or in your Commercial Terms, we shall follow the process set out in clauses 10.3 to 10.6 below. For the purposes of this clause, "significantly below" shall mean your actual access line speed falling below the access line speed achieved by the bottom 10<sup>th</sup> percentile of our relevant base of Customers as advised to you at the point of you reporting your speed issues to us (the "minimum guaranteed access line speed"). Our own speed checker shall be used for determining whether your access line speed falls below the minimum guaranteed access line speed.
- 10.3 Where the cause of the lower speed is within our control, we will have the opportunity to attempt to remedy the issue or exhaust remedial actions available to us including the provision of an equivalent alternative Vodafone Business Broadband Service. In the case of dependent Services provided by us and supported by the speed impacted Vodafone Business Broadband Service, the offer of an alternative, equivalent Vodafone Business Broadband Service shall be provided within 15 Business Days of the initial notification where reasonably practicable.
- 10.4 If we are unable to resolve the issue with remedial action including advice on how to alleviate the speed issues on the affected line and we are unable to offset the speed issues to your satisfaction (which you are at your option able to reject), subject to clause 10.6 below, you have the option of terminating the relevant Vodafone Business Broadband Service without payment of any Early Termination Fee in relation to the affected line only (and any dependent Services which cannot be separated from the affected Vodafone Business Broadband Service which we shall advise you of at your request). The right to terminate the Vodafone Business Broadband Service is limited to the specific line with the speed issue only, not all lines under the Agreement (if applicable) and shall not apply to any Services which can operate independently of the affected Vodafone Business Broadband Service.
- 10.5 if you wish to terminate the applicable Vodafone Business Broadband Service, you must provide 30 days prior written notice to us which you must provide within 14 days of us notifying you that we have been unable to resolve the speed issues with your affected line.
- 10.6 In the event you elect to terminate the applicable Vodafone Business Broadband Service, clauses 8.1 and 8.3 of the General Terms shall apply. In the event you do not return all Equipment, an Early Termination Fee shall become payable in accordance with clause 8.2 of the General Terms.
- 10.7 If you do not receive the estimated access line speeds from the Vodafone Business Broadband Service as detailed in your Commercial Terms for a sustained period of time, please contact us to discuss further on **08080 034 515** free from a landline or mobile, or on **191** from a Vodafone mobile.
- 10.8 This clause 10 shall not apply to Vodafone Business Broadband Services where speeds are guaranteed and/or will not vary because you have your own dedicated connection (therefore broadband services provided using leased lines (such as EAD), Ethernet over fibre to the cabinet (EoFTTC), Ethernet First Mile (EFM) or similar are excluded).
- 10.9 For further details on the Vodafone Business Broadband Service and OFCOM's Voluntary Business Broadband Speeds Code Practice, please visit [www.vodafone.co.uk/businessbroadband](http://www.vodafone.co.uk/businessbroadband)



## Glossary

The defined terms in the Agreement shall have the following meanings:

**Activation Date** – the date your Service will go live.

**Actual Spend** – for applicable Agreements specifying a Target Spend, the aggregate amount of Charges incurred and paid by you during the Minimum Term for the Service which the Target Spend relates, but excluding Equipment Charges.

**Access Charge** – in relation to the Business Phone Service means the price per minute which we charge for connecting the call and in relation to other Services means, unless otherwise defined, the monthly or other periodic fees for transmitting and receiving communications on Connections across the Network including where applicable line rental charges.

**Agreement** – our agreement with you as further defined in clause 1.1 of the document titled 'Vodafone Business Broadband and Phone Agreement' included in the Service Guide which may be updated from time to time and available on our Website at [www.vodafone.co.uk/businessbroadband](http://www.vodafone.co.uk/businessbroadband)

**Anti-virus** – software used to detect and remove malicious code.

**Applicable Privacy law** – law applicable to the Processing of Personal Data under the Agreement, including the GDPR when relevant and in full force and effect.

**AUP** – our acceptable use policy at [www.vodafone.co.uk/businessbroadband](http://www.vodafone.co.uk/businessbroadband) or otherwise as appended to the Service Guide.

**Business Day** – unless expressed otherwise, any day which is not a Saturday, a Sunday or a public holiday in England.

**Business Phone Connection** – the fixed line service into the Premises.

**Caller Line Identification** – the phone number of the person making a phone call.

**Charges** – Access Charges and Service Charges.

**Commencement Date** – the date on which we commence providing the Services, which shall be the earlier of: (i) the Activation Date; or (ii) the date on which we connect the Services or commence implementation of your order. Except for Target Spend Services, if you make further orders after the initial Commencement Date, the Commencement Date for the ordered Services shall be the date we begin to provide the ordered Services and/or Equipment to you.

**Commercial Terms** – the document headed 'The Commercial Terms', 'service confirmation letter' or 'Welcome Letter' which details the commercial offer to you for the Services.

**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 which is made available to the Receiving Party, whether before or after the Commencement Date. Our Confidential Information includes passwords, PINs and security information which are used to access the Services.

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

**Cooling-off Period** – the period within which the Customer may cancel Services as set out in section 7 of the Service Guide.

**Customer, you, your** – the contracting Party set out in the initial Order Form or applicable Commercial Terms.

**Customer Equipment** – anything (including hardware, software, peripherals, cables and media) not supplied by us to you which you use in connection with the Services.

**Data Controller** – the person that determines the purposes and means for which data is Processed.

**Data Privacy Obligations** - in respect of each Party, that Party's obligations relating to the Processing or control of User Personal Data as expressly set out in this Agreement.

**Data Processor** – the person that Processes data on behalf of the Data Controller.

**Early Termination Fee** – the fee which is payable by the Customer pursuant to clause 8.2(a) of the General Terms where the Agreement terminates during the Minimum Term which shall be calculated either as set out in the Price Plan Guide for Vodafone Business Broadband and Phone which is available at [www.vodafone.co.uk/businessbroadband](http://www.vodafone.co.uk/businessbroadband), or for Mobile, the Early Termination Fee shall be calculated as set out in the relevant Price Plan Guide.

**Effective Date** – the date on which we accept the initial Order Form either by notifying you of our acceptance, connecting the Services or by commencing implementation of your order.

**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, which we supply to you or which is supplied to you by a third party on our behalf and/or which is connected to the Network on your behalf, such as a router, mobile phone, a connecting cable, a power supply, or a PC data card.

**General Service Terms** – service-related terms which apply to all Services as set out in this Agreement.

**GDPR** - General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.

**IP Address** – the internet protocol address which we may issue in relation to Equipment.

**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** - (a) 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 includes 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; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

**Minimum Term** – the minimum term which you commit to receive a Service measured from the Commencement Date, as specified in the Order Form or applicable Commercial Terms.

**Monthly Rental** – the recurring monthly charge for line rental payable in advance.

**Network** – the telecommunication systems we use to provide the Services.

**NRA** – the national regulatory authority for electronic communications or telecommunications services in the relevant country.

**Order Form** – the document setting out the agreed commercial terms relating to our provision of Equipment and/or Services, which incorporates the Commercial Terms, the Service Terms and the General Terms. In the absence of other documents, a 'welcome letter' or 'service confirmation letter' from us detailing your commercial terms may comprise an Order Form.

**Operational Data** - Personal Data provided or made available by one Party to the other which is operationally required for the performance of this Agreement





(business contact information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives.

**Party** – Vodafone or the Customer, together 'the Parties'.

**Personal Data** - shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.

**Privacy Authority** - the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.

**Port** – the transfer of a number that is connected to the Network under this Agreement to a different network provided by another supplier.

**Premises** – the address set out in the Order Form to which we provide the Services.

**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. For more information and to download please visit [www.vodafone.co.uk/businessbroadband](http://www.vodafone.co.uk/businessbroadband)

**Process/Processed/Processing/Processes** - obtaining, recording or holding information or data or carrying out any operation or set of operations on it.

**Product Specific Service Terms** – one or more schedules that set out terms and technical information which are specific to particular Services.

**Returns Policy** – Vodafone's policy for the return of faulty Equipment set out in the Service Guide as updated from time to time and made available at [www.vodafone.co.uk/businessbroadband](http://www.vodafone.co.uk/businessbroadband)

**Service(s)** – the services provided by us pursuant to the Agreement.

**Service Charge** – all fees other than Access Charges which are payable by you for use of the Services including fees for Equipment, Software, Early Termination Fee, usage charges and any 'one-off' charges.

**Service Guide** – the document titled 'Your Guide to Vodafone Business Broadband and Phone' which Vodafone makes available to you.

**Service Terms** - the General Service Terms and the Product Specific Service Terms.

**SIM Card(s)** – a subscriber identity module card which is an integrated circuit storing user specific data to allow use of Equipment on the Network.

**Simple setup guide** – booklet which accompanies your Vodafone Connect router.

**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 the Software, the rights of the Software owner or licensor, and/or the rights of the Software end user, in relation to such Software, which may be provided as a 'click-through' or 'shrink-wrap' licence.

**Standard List Price** – our standard unsubsidised Charges for Services and Equipment as we notify to you and/or as made available on request by us (as amended by us from time to time).

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

**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.

**Traffic Data** - any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.

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

**User** – an individual end user of the Equipment and/or Services under this Agreement.

**User Details** - a user name, password, or other access information used by a User to access the Service and/or Equipment.

**User Personal Data** - any information that relates to an identified or identifiable User.

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

**Vodafone Business Broadband Service** - comprising network access to the internet, phone support and the other applications and features as detailed in your chosen package set out in your Order Form or such package as you request from time to time and as described at the Website.

**Vodafone Business Phone Service** - comprising line rental providing access to the public telecommunications network, and the calls and features as detailed in your chosen package set out in your order form or such package as you request from time to time.

**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](http://www.vodafone.com)

**Website** - [www.vodafone.com](http://www.vodafone.com) or any such other website or URL which we may notify to you from time to time.