

Vodafone Home Broadband and Phone Terms and Conditions (from July 2019 to August 2020)

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Updated: July 2019

HOME BROADBAND AND PHONE – YOUR AGREEMENT WITH US

1. INTRODUCTION

1.1. Your agreement is with Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It is made up of these Home Broadband and Phone Terms, your Service Confirmation Letter and the Price Guide. We'll send these to you by post or email. We also encourage you to take a look at our Returns and Acceptable Use Policies which also makes up your "Agreement" with us. You can find these documents at vodafone.co.uk/agreementpolicies.

1.2. You should also look at our Privacy Policy on how we use personal information. You can find our Privacy Policy and Cookie Policy at vodafone.co.uk/privacy.

1.3. These Home Broadband and Phone terms apply to all Vodafone Consumer broadband services including Superfast and Gigafast products unless stated otherwise.

2. JOINING US AND CHARGES

2.1. The basics. When you join us we'll agree certain things with you and set them out in your **Service Confirmation Letter**. This document includes important information like:

- (a) Your chosen services and how much this will cost you per month.
- (b) The minimum period you have agreed to stay with us.
- (c) Additional services you have chosen as part of your package, when they start and end and when you'll be charged for these.

2.2. Charging. Your **Price Guide** sets out current pricing information. This includes the monthly Plan Charge (billed for the month ahead unless we say otherwise), usage charges or charges for third party services (billed after use), any other charges for the Vodafone Home Broadband and Phone Services provided to you or to someone who is authorised by you. All these charges will be added to your bill.

2.3. One off charges. Delivery charges, router fee, connection and installation charges may apply. You will be informed of these charges (if they apply) when you order the services. Please see the Price Guide on our website for details.

2.4. Payment. You'll need to pay for all charges within 7 days of the date of your bill. We ask that you pay by direct debit. Where VAT applies it will be included in the charges. If you pay late we'll charge interest of 2% above the base rate of Barclays Bank each year and you'll also need to pay a reasonable administration charge (see the Price Guide).

2.5. Change of broadband package. If you request a change of broadband package or a renewal of your Agreement with us and we agree, you will need to agree to a new Minimum Period and you will need to pay the new charges applicable to that Agreement. Early termination fees may apply if you change your broadband package. Your new minimum period will not start until your new service activation date. If you choose to terminate the new agreement within the first 14 days of an upgrade and are within the minimum term of your previous agreement a termination charge may be payable.

3. DURING YOUR AGREEMENT WITH US

3.1. Vodafone Home Broadband and Phone Services are not available separately. If you do not currently have a home phone line and are not taking our Vodafone Gigafast Broadband service, you will need to have one installed in order for us to provide you with the services. A separate charge will apply for this as detailed in the Price Guide.

3.2. We do not commit to providing the Vodafone Home Broadband and Phone Services until we have successfully completed an availability check. If the cost of installation and maintenance of the Vodafone Home Broadband and Phone Services are excessive we reserve the right not to provide these to you.

3.3. Installation. You must be the current occupier of the property or have permission of the property owner for us to install the Services at your address. We will visit your premises on the installation date provided in your Service Confirmation Letter. You or another person authorised by you who is over 18 needs to be present during the installation. There may be a fee for an engineer visit, we will let you know the cost if this is required.

3.4. If you are a Vodafone Gigafast Broadband customer you will need to sign a "Wayleave agreement". See further details in the section relating to "Vodafone Gigafast Customers" below and additional installation requirements.

3.5. Installation Offers. If you end the service before the end of your minimum period a termination fee may apply. Where you have taken advantage of an installation offer and your installation is free or you pay a reduced price compared to our standard installation price we may charge you the difference between the lower price you have paid (if any) and the standard price for installation. This cost will be factored into your final termination fee (and will reflect the cost we have incurred for installation). Note our standard installation costs vary depending on the type of broadband service you have selected. Full details can be found in our Price Guide at vodafone.co.uk/pricguide.

3.6. Activation. Where applicable you authorise us to terminate your agreements with your previous phone and broadband service providers. If we cannot do this on your behalf you will have to do so directly. We will not be liable for any early termination fees or wrongful cancellation of any agreements with your previous providers. Where requested we will try and keep your old phone number when you transfer to us but cannot guarantee this and we may provide you with a new number.

3.7. Equipment. We will supply the broadband equipment to you. You can use your own router to receive the services but you must (i) ensure it is compatible; and (ii) use the Vodafone router in order to display speed information on the Vodafone Broadband app. If you are a Gigafast Broadband customer (a) speed information will not be available on the Vodafone Broadband app; and (b) you will need to use the Vodafone router in order to be able to make calls using your home phone. You must not connect equipment to our network that may harm it, or anyone else's equipment or services. If the Vodafone Home Broadband and Phone Services are terminated (by you or us) prior to activation or during the "cooling off period" (see 7.3(a) below) or due to any unavailability issue, you must return the broadband equipment which you have received. Failure to return any equipment when requested to do so may result in charges in line with our **Returns Policy**.

4. USING THE SERVICES

4.1. You're responsible for other people that use your equipment and services which are only for your personal non-commercial use. You must not (i) use the equipment or service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (ii) do anything that causes the network to be impaired; (iii) use automated means to make calls, texts or send data (including via a GSM Gateway). For more information on using our services and restrictions please review our Acceptable Use Policy at **vodafone.co.uk/acceptableuse**

4.2. Broadband Speed. Broadband speeds referred to in your Service Confirmation Letter are minimum and maximum download and upload speeds. Speeds may vary significantly on a number of factors, including your location and how many people are using the network simultaneously. Broadband speeds are also dependent on all equipment meeting minimum specifications, being fully functional and working at full speed. Other factors can also impact internet speeds. Should your sync speed continuously or regularly fall significantly below the minimum guaranteed speed set out in your Service Confirmation Letter, please contact us. If we're unable to resolve the issue you may select an alternative lower speed product (if one is available to you) or terminate your agreement early without paying a termination fee. Your sync speed is the data speed of the line from the street cabinet or telephone exchange to your router. Please see **vodafone.co.uk/bb-speeds-explained** for information on the speeds and your rights as a consumer.

4.3. Downloading third party content. A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our Acceptable Use Policy at **vodafone.co.uk/acceptableuse** for more details.

4.4. Traffic Management Policy. Information about any traffic management we may apply can be found at: **vodafone.co.uk/trafficmanagement**.

4.5. Changes to your terms, services or charges. We may change the Agreement, our services, or charges at any time. We'll tell you beforehand where any change is likely to materially disadvantage you, unless it relates to additional services you don't use regularly.

· **Plan Charge:** Each April your standard monthly Plan Charge will increase by an amount equal to the retail prices index rate published by the Office for National Statistics in March (RPI

rate). We will apply that RPI rate for adjustment from your April bill. If the RPI rate is a decrease, your monthly plan charge will not be reduced.

4.6. Your Contact Details. The emergency services may use the details you register for the service in order to identify your location. It is therefore important that you keep your contact details up to date and immediately notify us of any change.

5. VODAFONE GIGAFAST CUSTOMERS

5.1. The following terms will also apply to our Vodafone Gigafast Broadband Service (our fibre to home service, your Service Confirmation Letter will state whether you have selected this).

(a) The speed you achieve on a device may vary depending on factors which include your type of

device, concurrent device usage, services used and your in-home set-up.

(b) Installation – at the installation point in your home you will require 2 mains plug sockets (for the fibre connection box and router) and an additional socket if you wish to use a mains powered phone instead of a standard phone. Please note we will be unable to complete the installation if adequate power sockets are not available.

(c) Your landline phone services will be provided over the internet instead of a traditional phone line. This means that if there is a power outage or you don't have any broadband connectivity you won't be able to make or receive calls. This includes emergency calls.

(d) Please do not solely rely on the service to make emergency calls. You acknowledge and accept that you will require another way to call the emergency services. We suggest you have a charged mobile device in order to make emergency calls in the event of a power or broadband connectivity outage.

(e) Vulnerable customers. Please note you will need an alternative means to your home landline in order to make calls in the event of a power failure or loss of broadband connectivity. It is important you understand and agree to this before taking our service. Social alarms or Telecare services that utilise your phone line will also be affected. If you have any concerns relating to the ability to make emergency calls please speak to an advisor at least 3 working days prior to your service installation. You can call our access disability team on 0333 304322 from any landline or mobile.

5.2. Wayleave Agreement. This grants our partner, CityFibre or one of its trusted partners ("**Installation Partner**") permission to install and maintain the necessary equipment across the grounds of and within your property. Installation includes running a fibre optic cable from the street port to your house.

(a) We can't provide the Gigafast Broadband Service if you haven't agreed to the wayleave agreement. If you are not the freeholder of the property you will need to gain the freeholders written agreement before installation.

(b) You, or a person given permission by you (who is aged 18 or over) will need to be at the property when the engineer visits. The engineer will ask for an electronic signature prior to installation and this will form the relevant written form of wayleave agreement under the

Electronic Communications Code in respect of the maintenance and location of the equipment at the property.

(c) The equipment will be installed over or under the land of the premises. Some minor alteration work may be required in order to make the installation. This work will be carried out with as little disruption as possible and the ground outside will be reinstated as close as possible to its original state. Where required any damage to the premises will be repaired. You will need to gain the consent of your neighbour(s) if you have shared grounds (such as a driveway). The equipment installed will not be removed on termination.

(d) If our Installation Partner cannot access your property/if an electronic signature isn't provided for the wayleave agreement we may charge you reasonable costs incurred by us as a result. We may end the agreement if we cannot re-arrange access to your property.

(e) You consent to Vodafone and its Installation Partner installing and keeping network equipment at your property. In addition to the router and fibre an optical network terminal ("ONT"/fibre connection box) will need to be installed. This will remain the property of CityFibre (unless we agree otherwise). You must not tamper with the fibre connection box or allow anyone else to do so.

6. PROBLEMS WITH OUR SERVICES

6.1. We'll provide our services with reasonable skill and care. However, our services are not fault-free and are not available everywhere in the UK. Please check availability in your area at vodafone.co.uk/broadband. There are a number of reasons why you may find problems with the service and these include environment factors and the general availability of our network. You acknowledge that there are factors outside of our control which will limit our ability to provide the Vodafone Services to you.

6.2. Please contact us if you experience a service issue and we'll attempt to fix it. If our services are disrupted for maintenance or due to a technical fault on the network you may be entitled to a partial credit of your plan charge based on the number of days you are without our services. If the Vodafone Home Broadband and Phone Services are continuously unavailable you may be entitled to a proportionate refund of the charges paid by you for the period when the services were unavailable and be able to leave the Agreement early without paying a termination charge. Contact us to discuss your options.

7. LEAVING US / SUSPENDING THE SERVICES

7.1. Cancelling, returns and faulty equipment. Please read our Returns Policy at vodafone.co.uk/returnspolicy for details. It also sets out what to do if your equipment is faulty and how you can return your equipment or get your equipment fixed or replaced. You should contact us immediately in the event of any damage to or loss of the broadband equipment using the contact details below. We may need access to your premises in order to carry out repairs and you agree to obtain the necessary consents and provide us with the access required to carry out such repairs.

7.2. Return of Equipment. If the Home Broadband and Phone Services are terminated by you or us prior to your service activation date or during the 14 day cooling-off period then you

must return any Broadband Equipment to us within 30 days of cancellation. If you do not return the equipment within 30 days or if it is damaged, you will be charged a reasonable fee as set out in the Price Guide. We'll advise you on how to return any equipment on cancellation.

7.3. If you want to end the Agreement:

(a) Because you simply want to leave us.

Changing your mind - If you have changed your mind you can cancel your order by contacting us within 14 days of your Service Activation Date ("cooling off period"). We will refund all payments received from you including costs of delivery of equipment but excluding installation costs (see below). You will need to return any equipment provided to you as stated above. Where we have started to provide the service before the end of the 14 day cancellation period you must pay for any service you have already received.

Installation costs - You have the right to cancel your order as detailed in 7.3(a) above but will need to pay for any agreed installations costs unless cancellation takes place before 9pm two working days before your engineer visit (where applicable). You can cancel your order by contacting us (see "Contacting Us" below).

(b) If you choose to leave us after the first 14 days of your Service Activation date but whilst you are within your minimum period, you'll need to pay an early termination fee. Your Price Guide gives you a calculation to work out how much this will be – please see vodafone.co.uk/priceguide

(c) If you're outside of the first 14 days and your minimum period, you can cancel at any time but you'll still need to give us 30 days' notice.

(d) **Because of the quality of our services.** If the service is materially degraded for an unreasonable period of time, if your sync speed regularly falls below the minimum guaranteed speed or if we don't do something fundamental that we should have done under this Agreement you may be able to leave the Agreement early without paying a termination fee. Please also see "Problems with our Services" and "Speed" above.

(e) **Because of changes.** If we:

- (i) increase your plan charges; or
- (ii) increase out of bundle charges (to your material detriment (calculated acting reasonably based on regulatory requirements and how often you use the out of bundle services)); or
- (iii) change our services or the Agreement (to your material detriment) except where any increase or change is required by law or any regulatory authority you'll have a right to leave the Agreement early without paying a termination fee. We'll let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the changes you'll be considered to have accepted those changes.

7.4. If we want to suspend our services or end the Agreement

(a) We may suspend our services (other than access to the emergency services) or end the Agreement if, (i) you don't pay any charges on time; (ii) you or anyone else who is using your Vodafone Home Broadband and Phone Services is in breach of our Acceptable Usage and/or Privacy Policies or if you don't do something fundamental that you have to do under the

Agreement within 7 days of us asking you to do so in writing; (iii) any misuse of the Home Broadband and Phone Services by you or any third party or the use any of our services in a way that may damage or affect the operation of our network; or (iv) you become bankrupt or make an arrangement with creditors. Where we end the Agreement in this way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

(b) We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). You won't have to pay a termination fee in this case.

(c) If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your Home Broadband and Phone Services.

7.5. If you are moving house.

(a) Please let us know at least 30 days in advance of your moving date. If you wish to transfer your Home Broadband and Phone Services to your new address, we will conduct a services availability check. If we are able to provide the services at your new address, we will arrange the transfer. Connection charges may be applicable for connecting the Home Broadband and Phone Services to your new home (for example if a new phone line or fibre connection is required). Please see our Price Guide at vodafone.co.uk/priceguide for details.

(b) If you wish to transfer your Home Broadband and Phone Services to your new home, you may become subject to a new agreement with us and a new minimum period may be applicable from the service activation date at your new home. If you choose to terminate the new agreement within the first 14 days of activation and were within your minimum term of your previous agreement a termination charge may be payable.

(c) If we are unable, for any reason, to provide a Home Broadband and Phone Services to your new address in the UK then you will be entitled to end this Agreement subject to provision by you of reasonable evidence of your change of address and payment by you of all charges owing up to the date that we disconnect your service. We reserve the right to apply any termination fees/or charges. Please see the Price Guide at vodafone.co.uk/priceguide for details.

8. WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

8.1. What do we do with your data? Our Privacy Policy sets out how we and our group companies may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our Website at vodafone.co.uk/privacy and you should check back every now and then for the latest version. For any queries, you can contact us at customerdataquery@vodafone.com

8.2. Fraud prevention agencies. The personal information we collect from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details explaining how the information held by fraud prevention agencies may be used please ask an advisor or visit vodafone.co.uk/privacy.

9. OTHER USEFUL INFORMATION

9.1. Liability. We'll not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims. Except for fraud or where our negligence causes death or personal injury, we will not pay more than £3000 or 150% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims. Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

9.2. Home alarm systems. If you have a remotely monitored security alarm, a social alarm or Telecare services that utilise your phone line you will need to ensure it's compatible with the Vodafone Home Broadband and Phone Services.

9.3. Transferring the Agreement. We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.

9.4. Your number. When you use your home phone, your number may be shown to the equipment being contacted. Your number will always be shown if you contact 999 or 112. When you join us you will be asked whether you would like to include your details in any directory enquiry service. We do not automatically include your details. You may contact us in order to request any change to your directory-enquiry services at any time during this Agreement

10. CONTACTING US AND COMPLAINTS

10.1. We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please contact us on:

Phone: 191 free from a Vodafone mobile, or 08080 034 515 free from any other UK mobile or landline. or

Post: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or

Website: vodafone.co.uk/vodafone-uk/forms/complaints/#

10.2. If we can't fix your issue, you may i) ask that the matter is referred to an independent ombudsman under our Customer Complaints Code available on our website or by contacting us; or (ii) if you have an issue with goods or services bought online you can refer to the EC Online Dispute Resolution website at <http://ec.europa.eu/odr>. Further information on this complaints process is available on our website at vodafone.co.uk/vodafone-uk/forms/complaints/#