

# Service Specific Terms



## On-Site Advisor Service

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### 1. The Service – Overview

- 1.1 The Vodafone on-site advisor support service (the “**On-Site Advisor Service**”) provides Customer with an On-Site Advisor to service Customer’s account. The term “**Service**” or “**Services**” in these Service Specific Terms refers to the On-Site Advisor Service.

### 2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”);
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
  - (b) applicable Price Plan Guide(s);
  - (c) the General Terms;
  - (d) the Mobility Service Terms as set out at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms);
  - (e) the Order, which confirms the Service Elements selected by/for Customer; and
  - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

### 3. The Service and Equipment

- 3.1 The On-Site Advisory Service assigns an On-Site Advisor to Customer’s account for the provision of certain Customer Services in conjunction with Vodafone’s Customer Services Team and the On-Site Team Manager.
- 3.2 The support features comprising the Service, and the limitations thereof, shall be at the discretion of Vodafone.
- 3.3 The activities of the On-Site Advisor may vary according to the Service Manual (where applicable) and/or requirements of Customer’s business, but will not go beyond the following activities:
- (a) billing advice;
  - (b) correspondence / general queries;
  - (c) arranging handset recoveries;
  - (d) inventory management. This shall mean the management of any onsite stock (including spare stock) delivered by Vodafone to Customer;
  - (e) general Network advice;
  - (f) processing of Orders;
  - (g) first-line support to the nominated representatives of Customer and Customer’s business units in respect of queries and Service affecting events; and
  - (h) any other reasonable ad-hoc, mobile-related activities as required by Customer and agreed in advance in writing by the On-Site Team Manager.
- 3.4 Vodafone shall provide Equipment for use by the On-Site Advisor(s) that Vodafone deems necessary to allow the On-Site Advisor to fulfil its obligations under these Service Specific Terms, including a computer for accessing Vodafone systems and a mobile telephone.
- 3.5 Customer shall provide the required working space for the On-Site Advisor, including a work table with appropriate chair, access to normal electrical supply outlets as well as BT-style telephone sockets and connectivity, such as Asymmetric Digital Subscriber Line or Wi-Fi fit for purpose where available, lockable storage facilities, a Customer desktop that allows the On-Site Advisor to access Customer intranet, phonebook, e-mail, and any other Customer-owned databases or applications and all necessary building access and

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security passes. All these facilities shall be free of charge and, where applicable, shall conform to all applicable Health and Safety Regulations in force at the time.

### 4. Service Specific Conditions of Use

#### 4.1 Assignment of On-Site Advisor:

- (a) If no On-Site Advisor is currently assigned to Customer, Vodafone shall initiate the recruitment of an On-Site Advisor from the Service Commencement Date and shall provide the necessary training and procure the equipment required as set out in clause 3.4. Customer acknowledges that the On-Site Advisor shall not be available for up to a period of 16 weeks from the Service Commencement Date of the Agreement.
- (b) All On-Site Advisors shall be subject to Baseline Personnel Security Standard (BPSS) clearance. In the event Customer requires a higher level of clearance, Customer shall be responsible for arranging the same and bearing all related costs.
- (c) In the event that the On-Site Advisor needs to be permanently replaced, Customer acknowledges that such replacement may not be available for up to 16 weeks due to the recruitment and training processes that have to be initiated. Vodafone shall use all reasonable efforts to provide a temporary advisor where reasonably practicable.

4.2 **Point of Contact:** The main point of contact for Customer and Customer's business unit nominated representatives shall be the On-Site Advisor. The main point of contact for Users shall be Vodafone Customer Services.

4.3 **On-Site Advisor Hours:** Working Hours for the On-Site Advisor shall be a start time of 9.00 a.m. (with one-hour flexibility either side of the start time) and a 7.5-hour working day on Working Days, including a one-hour lunch break.

4.4 **After-Hours Service:** Any enquiry made outside the On-Site Advisor hours set forth in clause 4.3 shall be routed to Vodafone Customer Services, and the following services will be available:

- (a) reporting lost/stolen phones;
- (b) barring of Network service
- (c) voicemail pin reset;
- (d) Bearer Service faults;
- (e) general device support;
- (f) SIM Card activations and SIM Card swaps;
- (g) requesting personal unlock code (PUC);
- (h) requesting porting authority codes (PAC); and
- (i) e-service tool login support

#### 4.5 Absence Cover:

- (a) The On-Site Advisor shall be required to:
  - (i) attend internal Vodafone meetings from time to time; and
  - (ii) attend a monthly off-site two-hour review meeting; and
  - (iii) utilise two days off for conferences each year.
- (b) Vodafone shall provide 7 calendar days' notice of such onsite absenteeism detailed in clause 4.5(a) above. During such meetings with the On-Site Advisor or during the two day onsite conferences, Vodafone Customer Services shall deal with calls to the On-Site Advisor. As in the circumstances set out above in clauses 4.1(c) and 4.5(a), Vodafone shall use all reasonable efforts to provide cover for any other absences by providing an alternative Vodafone Customer Service Advisor based at Vodafone premises.
- (c) Planned Absence Cover:

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- (i) Vodafone shall not provide an On-Site Advisor on bank and other public holidays.
  - (ii) For scheduled sick leave and other scheduled absences, Vodafone shall arrange and provide a substitute Customer Service Advisor based at Vodafone premises from the first day of absence, where reasonably practicable.
  - (iii) The substitute Customer Service Advisor will have suitable training and knowledge to perform the same business duties as the On-Site Advisor that he/she is to replace.
- (d) Unplanned Absence Cover:
- (i) Should there be non-attendance at work for any reason and that absence has not previously been notified to Customer, Customer shall be informed of this absence and the reasons for it by 10.00am on the first day of absence with an indication of how long the absence is expected to continue.
  - (ii) In the event of any unplanned absence by the On-Site Advisor, Vodafone shall provide cover with a Customer Service Advisor based at Vodafone premises from the third Working Day of continuous absence, day one being the first day of unplanned absence.

#### 4.6 Supervision of On-Site Advisor:

- (a) On a daily basis, the On-Site Advisor will report through normal Vodafone line management channels.
- (b) The On-Site Advisor will be instructed by the On-Site Team Manager as to any particular key activities that are required to be undertaken by the On-Site Advisor, as well as any particular activities that need to be dealt with as a matter of priority.
- (c) A nominated Customer representative or a representative of a Customer business unit, whose details shall be provided to Vodafone in writing, may highlight any priorities or concerns to the On-Site Advisor who in turn will discuss such concerns with the On-Site Team Manager.
- (d) In the event that the Vodafone customer contact is unavailable to provide an immediate decision on a particular matter of priority, the On-Site Advisor can act on the authority and instruction of the nominated Customer representative to the extent that it is reasonably practicable to do so; otherwise the On-Site Advisor shall escalate the matter within Vodafone for resolution.
- (e) The On-Site Advisor will be responsible for scheduling and managing their activities as set out in these Service Specific Terms and shall do so in accordance with guidelines provided by the On-Site Team Manager.

#### 4.7 Remedy of Adverse Performance Issues:

- (a) In the event that Customer has reasonable grounds to believe there to be an adverse performance issue with an On-Site Advisor, Customer shall notify the On-Site Team Manager in writing accordingly.
- (b) Within four weeks of receipt of the above notification, Customer and Vodafone shall determine:
  - (i) what remedy is appropriate; and
  - (ii) a timescale, not exceeding 3 months, within which the agreed remedy shall be actioned.
- (c) If, after the agreed remedy period, the adverse performance issue in question has not been resolved to the satisfaction of Customer, Customer reserves the right to escalate the issue in accordance with the escalation procedure set out in the General Terms.
- (d) Each Party shall provide contact details to the other for relevant personal within their respective organisations for escalation purposes and shall notify each other in the event that such contact details change during the term of the Agreement.

#### 4.8 Services provided by Vodafone Customer Services (separate from services provided by the On-Site Advisor):

- (a) The first line of support for User queries shall be Vodafone Customer Services, via phone or email. The Vodafone Customer Services Team Manager's telephone number can be provided to key Customer and Customer business unit representatives for escalation purposes relating to the performance of Vodafone Customer Services.

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- (b) Vodafone Customer Services shall also provide support for standard User queries or requests outside of Working Hours and support to Customer and Customer business unit nominated representatives when the On-Site Advisor is not available.
- (c) Vodafone Customer Services shall additionally:
  - (i) act as single point of contact for resolution of service issues in escalation from Users; and
  - (ii) implement and co-ordinate maintenance of e-service tools in support of Customer.

### 4.9 Review of Resource Requirements:

- (a) In the event that any other factors arise that may have a bearing on the level of resource required to fulfil the Service, Customer and Vodafone shall review the overall situation to determine if a change in the Service Manual (where applicable) and/or support model is required, and determine any associated implementation plan.
- (b) In any event, where reasonably practicable, the workload and resource requirements shall be reviewed quarterly by the On-Site Team Manager.
- (c) The Parties agree to meet when reasonably required to review these Service Specific Terms and the requirements contained herein and review status of operations to ensure Customer satisfaction is maintained.

4.10 **Non Solicitation:** Neither Party shall (except with the prior written consent of the other) during the term of the Agreement and for a period of 1 year thereafter solicit the services of any staff of the other Party who have been engaged in the performance or management of that Party's obligations under these Service Specific Terms or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

## 5. Data Protection

5.1 Clause 13 of the General Terms shall apply.

5.2 Vodafone may act as Data Controller or Data Processor for this Service dependent upon the nature of tasks undertaken as part of this Service. Where Vodafone act as Data Processor, the following clauses shall apply:

- (a) Vodafone (and their subcontractors):
  - (i) may Process User Personal Data for:
    - (i) provision and monitoring of the Service; or
    - (ii) any other purpose agreed between the parties' subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
  - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
  - (iii) may engage another processor (a "**Sub-Processor**") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by
    - (A) providing at least ten (10) Working Days' prior notice, or
    - (B) listing the new or replacement Sub-Processor on [www.vodafone.co.uk](http://www.vodafone.co.uk) at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause 5 to the

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extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.

- (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
- (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they:
  - (i) are under an appropriate statutory obligation of confidentiality;
  - (ii) are trained in Vodafone's policies relating to handling User Personal Data; and
  - (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
- (vi) shall
  - (A) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; and
  - (B) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
- (vii) shall
- (viii) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification;
- (ix) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and
- (x) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

5.3 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows:

- (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organisation and the best practices and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 5.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and
- (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under clause 5.

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- 5.4 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that:
- (a) User Personal Data is transferred on terms in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries;
  - (b) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or
  - (c) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 5.5 **Law enforcement authorities: Vodafone:**
- (a) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer;
  - (b) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and
  - (c) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 5.6 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing
- (a) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and
  - (b) assist the Customer by appropriate technical and organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

# On-Site Advisor Service



## Service Levels

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### 1. Service Levels

The On-Site Advisor's measurable service levels shall be as follows:

#### 1.1 Order Dispatch:

- (a) 95% of orders received via email before 12pm shall be despatched within 16 Working Hours subject to a maximum of 25 orders per Working Day.
- (b) In the event that Customer orders more than 25 items through the On-Site Advisor in a single Working Day, then Vodafone shall be entitled to extend the despatch times with the agreement of Customer.
- (c) The On-Site Advisor shall process hand delivered orders as soon as reasonably practicable but Customer agrees that the Service Levels shall not apply to hand delivered orders.

#### 1.2 Hand-Portable Equipment Recovery:

- (a) In the event that a device becomes faulty, Vodafone shall provide one of the two standards of device recovery set out below, namely gold or standard. Customer shall provide the following minimum information at time of request: name; address; company name; mobile number; IMEI number; model number and device fault.
- (b) On receipt of this information Vodafone shall advise the appropriate recovery partner, who shall effect the recovery in accordance with the following Service Levels:
  - (i) *Gold recovery*: Vodafone shall exchange a faulty mobile device within 8 Working Hours from the end of Working Hours on the Working Day of request in 98% of such requests; and
  - (ii) *Standard recovery*: 98% of faulty mobile devices shall be recovered from the User, replaced or repaired at Vodafone's discretion, and delivered back to the User within 32 Working Hours from the end of Working Hours on the Working Day of notification of the fault,provided that, in each case, recovery requests received after 12 noon shall be deemed to have been received on the next Working Day.
- (c) Vodafone shall exercise all reasonable efforts to provide the gold recovery service during the manufacturer's warranty period for a device. Where it is not possible to provide the gold recovery service due to non-availability of stock, a standard recovery service shall be provided.
- (d) Vodafone shall provide a free-of-charge recovery service during the manufacturer's warranty period. Recovery provided outside the manufacturer's warranty period or in respect of Equipment not supplied to Customer by Vodafone shall be charged at Vodafone's Standard List Price.

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## Definitions

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The following definitions are applicable to the Service:

|  |   |
|--|---|
| <b>Customer Service Advisor</b>                | A Vodafone employee, based at Vodafone premises.  |
| <b>On-Site Advisor</b>                         | A Vodafone employee, based predominantly at Customer's Site.  |
| <b>On-Site Team Manager</b>                    | The line manager of the On-Site Advisor.  |
| <b>Service Manual</b>                          | A Vodafone owned, working document between Vodafone and Customer which outlines the working practises undertaken by the On -Site Advisor.   |
| <b>Transfer Contract Clauses</b>               | The model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time. |
| <b>Vodafone Customer Services</b>              | The Vodafone customer service call centre at Vodafone.  |
| <b>Vodafone Customer Services Team Manager</b> | The team manager of Vodafone Customer Services.   |
| <b>Working Hours</b>                           | As described in clause 4.3.   |



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## Definitions

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