

YOUR AGREEMENT WITH US – VODAFONE HOME BROADBAND AND PHONE

Updated: 3 May 2017

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 Broadband and Home Phone Terms, your Service Confirmation Letter and the Price Plan. We'll send these to you by post or email. We also encourage you to take a look at our Returns, Privacy and Acceptable Use Policies which also makes up your "Agreement" with us. You can find these documents at www.vodafone.co.uk/agreementpolicies.

JOINING US AND CHARGES

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:

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

Charging. Your **Price Plan** 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.

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 plan or our website for details.

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 Plan).

Upgrade. If you request an upgrade 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. Your new minimum period will not start until your new service activation date.

DURING YOUR AGREEMENT WITH US

Vodafone Home Broadband and Phone Services are not available separately. If you do not currently have a home phone line, 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 Plan.

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.

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.

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. 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.

Equipment. We agree to supply the broadband equipment for as long as you receive the home broadband and phone services. You must use the Vodafone broadband router to receive the services. If the Vodafone Home Broadband and Phone Services are terminated (by you or us) prior to activation or during the cooling off period or due to any unavailability issue, you must return the broadband equipment which you have received. Failure to return any such equipment when requested to do so may result in charges in line with our Returns Policy.

Using the services. 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.

Speed. Broadband speeds referred to in your Service Confirmation Letter are minimum and maximum download and upload speeds. Speeds may vary significantly by location and are dependent on all equipment meeting minimum specifications, being fully functional and working at full speed. Other factors can also impact internet speeds. Should your access line download speed fall below the minimum guaranteed speed set out in your Service Confirmation Letter, please contact us as you may be entitled to terminate your agreement. Please see vodafone.co.uk/bb-speeds-explained for more details.

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.

Changes to your terms, services or charges. We may change the Agreement, our services, or charges at any time. We'll tell you beforehand unless it relates to additional services you don't use regularly. Charges for additional services may change from time to time and may be outside of Vodafone's control so you'll need to check our website for the latest prices.

Problems with our services. We'll provide our services with reasonable skill and care but our ability to provide the services is dependent upon other companies who provide services to us as well as 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.

If the Vodafone Home Broadband and Phone Services are continuously unavailable to you may be entitled to a proportionate refund of the Charges paid by you for the period when the services were unavailable.

LEAVING US / SUSPENDING THE SERVICES

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.

Return of Equipment. If the Broadband and Home Phone Services are terminated by you or us prior to your service activation date or during the cooling-off period then you must return any Broadband Equipment to us within 30 days of the service being disconnected. 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 Plan.

If you want to end the Agreement:

Because you simply want to leave us. If you're outside of your minimum period you can cancel at any time but you'll need to give us 30 days' notice. If you are within your minimum period you'll need to pay a termination fee. Your Price Plan gives you a calculation to work out how much this will be - please see Vodafone.co.uk/priceguide.

Because of the quality of our services. If the service is materially degraded for an unreasonable period of time or if we don't do something fundamental that we should have done under this Agreement within 7 days of you asking us in writing you may be able to leave the Agreement early without paying a termination fee. Please contact us to discuss your options.

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, except where any increase 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.

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

We may end the Agreement if we are permanently unable to provide our services to you. You won't have to pay a termination fee in this case.

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.

If you are moving house. If you move house during the minimum period, 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 is required). Please see our Price Plan at vodafone.co.uk/priceguide for details.

If you are still within the minimum period of your Agreement and wish to transfer your Home Broadband and Phone Services to your new home then you will become subject to a new agreement with us and a new minimum period will be applicable from the service activation date at your new home.

If you are moving home during your minimum period and either (i) do not wish to obtain the same level of services from us or (ii) you do not wish to transfer your full range of services to your new home, you may have to pay termination fees. Please see the Price Plan at vodafone.co.uk/priceguide for details.

If we are unable, for any reason, to transfer your Home Broadband and Phone Services to your new address in the UK then you will be entitled to end this Agreement and 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 may waive any termination fees/or charges.

WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

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. As part of this Agreement and using Vodafone Home Broadband and Phone Services, you agree to our Privacy Policy and acknowledge that Vodafone will change its Privacy Policy from time to time. You will find the latest Privacy Policy on our Website at vodafone.co.uk/terms and you should check back every now and then for the latest version. For any queries, you can contact us at data.protection@vodafone.co.uk.

Fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. For our Privacy Policy and further details explaining how the information held by fraud prevention agencies may be used please ask an advisor or visit <http://www.vodafone.co.uk/privacy>.

Contacting us and complaints. 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 from your Vodafone phone or 08080 034 515. *Calls are free from landlines and mobiles.* or
Post: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or
Website: www.vodafone.co.uk/vodafone-uk/forms/complaints/#

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 www.vodafone.co.uk/vodafone-uk/forms/complaints/#

OTHER USEFUL INFORMATION

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.

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.

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