



These Service Terms apply to Off-Site Advisor Services and are incorporated by reference into the Commercial Terms between Vodafone and Customer and, together with the General Terms, form the Agreement for the Off-Site Advisor Services.

### 1. Scope of Service

- 1.1 Subject to clause 1.3, the support features as set out in these Service Terms shall be provided from the Commencement Date for the Minimum Term.
- 1.2 These Off-Site Advisor Service Terms set out the terms and conditions under which the Customer is entitled to order an Off-Site Advisor from Vodafone by using the applicable order form supplied by Vodafone from time to time. Vodafone shall provide to Customer the support features as described in these Service Terms.
- 1.3 If the Off-Site Advisor is not currently assigned to Customer, Vodafone shall initiate the recruitment of an Off-Site Advisor from the Commencement Date of the Agreement and shall provide the necessary training and shall procure the equipment required as set out in clause 3.1. The Customer acknowledges that the Off-Site Advisor shall not be available for up to a period of 16 weeks from the Commencement Date of the Agreement. All Off-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.
- 1.4 The support features and limitations thereof shall be at the discretion of Vodafone.

### 2. Service specific definitions

- 2.1 In these Service Terms the following terms have the following meanings unless expressly stated otherwise:
  - (a) Off-Site Advisor – means a Vodafone employee, based on Vodafone premises
  - (b) Off-Site Team Manager – means the line manager of the Off-Site Advisor
  - (c) Vodafone Customer Services – means the Vodafone customer service call centre at Vodafone
  - (d) Vodafone Customer Services Manager – means the team manager of Vodafone Customer Services
  - (e) Working Hours – means the working hours of the Off-Site Advisor as detailed in clause 10.1 and any measurement of Working Hours shall be calculated between these hours

### 3. Service performance

- 3.1 Provision of essential equipment by Vodafone: Vodafone shall provide computer equipment to enable access to Vodafone systems and mobile telephone equipment for use by the Off-Site Advisor(s) which Vodafone deems necessary to allow the Off-Site Advisor to fulfil its obligations under these Service Terms.
- 3.2 Provision of space and utilities and essential equipment by Customer: In the event the Off-Site Advisor is required to attend Customer's premises (to be agreed by Vodafone), Customer shall provide the required working space for the Off-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 WiFi fit for purpose where available, lockable storage facilities, a Customer desk top to enable the Off-Site Advisor to access Customer intranet, phonebook, e-mail, and any other Customer owned databases or applications and all necessary building access and 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. Non Solicitation

- 4.1 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 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. Service Specific Details

- 5.1 Service provided by Off-Site Advisors:
  - (a) On a daily basis, the Off-Site Advisor will report through Vodafone normal line management channels.
  - (b) The Off-Site Advisor will be instructed by the Off-Site Team Manager as to any particular key activities that are required to be undertaken by the Off-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 Off-Site Advisor who in turn will discuss such concerns with the Off-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 Off-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 Off-Site Advisor shall escalate the matter within Vodafone for resolution.

- (e) The Off-Site Advisor will be responsible for scheduling and managing their activities as set out in this clause 5, and shall do so in accordance with guidelines provided by the Off-Site Team Manager.
- (f) The activities of the Off-Site Advisor may vary according to the local working practices and requirements of the Customer's business, but will not go beyond the activities as set out in this clause 5.1(f):
  - Billing advice
  - Correspondence / general queries
  - Arranging handset recoveries
  - General Network advice
  - Processing of orders
  - First line support to the nominated representatives of Customer and Customer's business unit's in respect of queries and service affecting events
  - Any other reasonable ad-hoc mobile related activities as required by Customer and agreed in advance in writing by the Off-Site Team Manager

### 6. Absence and Replacement of an Off-Site Advisor:

- 6.1 In the event that the Off-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.
- 6.2 The Off-Site Advisor shall be required to:
  - (a) attend internal Vodafone meetings from time to time; and
  - (b) attend a monthly two-hour review meeting; and
  - (c) attend a two day off-site conference each year.
- 6.3 Vodafone shall provide 7 calendar days' notice of such off-site absenteeism detailed in clause 6.2 above. During such meetings with the Off-Site Advisor or during the two day off-site conferences, Vodafone Customer Services shall deal with calls to the Off-Site Advisor. Save in the circumstances set out above in clause 6.1 and clause 6.2, Vodafone shall use all reasonable efforts to provide cover for any other absences by providing an alternative Off-Site Advisor.
- 6.4 Planned Absence Cover
  - (a) Vodafone shall not provide an Off-Site Advisor on bank and other public holidays.
  - (b) For scheduled sick leave and other scheduled absences, Vodafone shall arrange and provide a substitute Off-Site-Advisor at Vodafone premises from the first day of absence.
  - (c) The substitute Off-Site-Advisor will have suitable training, and knowledge to perform the same business duties as the Off-Site Advisor that he/she is to replace.
- 6.5 Unplanned Absence Cover
  - (a) Should there be non-attendance at work for any reason and that absence has not previously been notified to Customer, then 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.
  - (b) In the event of any unplanned absence by the Off-Site Advisor, Vodafone shall provide cover from the third Business Day of continuous absence, day one being the first day of unplanned absence.

### 7. Service Levels

- 7.1 The Off-Site Advisor's measurable service levels shall be as follows:
  - (a) 95% of orders received via email before 12pm shall be despatched within 16 Working Hours subject to a maximum of 25 orders per Business Day.
  - (b) In the event that Customer orders more than 25 items via the Off-Site Advisor in a single Business Day, then Vodafone shall be entitled to extend the despatch times with the agreement of the Customer.
- 7.2 The service levels for hand-portable Equipment recovery are as follows:
  - (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 service levels set out below.
  - (c) Gold recovery: In the case of gold recovery Vodafone shall exchange a faulty mobile device within 8 Working Hours from the end of Working Hours



on the Business Day of request in 98% of such requests. Recovery requests received after 12 noon shall be deemed to have been received on the next Business Day.

- (d) Standard recovery: In the case of 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 Business Day of notification of the fault. Recovery requests received after 12 noon shall be deemed to have been received on the next Business Day.
- (e) 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.
- (f) 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.

### 8. Services provided by Vodafone Customer Services (separate from services provided by the Off-Site Advisor)

- 8.1 The first line of support for User queries shall be Vodafone Customer Services which can be contacted by the Users by phone or email. The Vodafone Customer Services 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.
- 8.2 Vodafone Customer Services shall also provide support for standard User queries or requests outside of Working Hours and support to the Customer and Customer business unit nominated representatives when the Off-Site Advisor is not available.
- 8.3 Vodafone Customer Services shall additionally:
  - (a) act as single point of contact for resolution of service issues in escalation from Users; and
  - (b) implement and co-ordinate maintenance of e-service tools in support of Customer.

### 9. Point of Contact

The main point of contact for Customer and Customer business unit's nominated representatives shall be the Off-Site Advisor. The main point of contact for Users shall be Vodafone Customer Services.

### 10. Working Hours and Night Service

- 10.1 Working Hours for the Off-Site-Advisor shall be 9.00a.m start time (with one hour flexibility either side of the start time) and a 7.5 hour working day on Business Days including a one-hour lunch break.
- 10.2 Any enquiry made outside these hours 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

### 11. Remedy of Adverse Performance Issues

- 11.1 In the event that Customer has reasonable grounds to believe there to be an adverse performance issue with an Off-Site Advisor, Customer shall notify Vodafone in writing accordingly.
- 11.2 Within four weeks of receipt of the above notification, Customer and Vodafone shall determine:
  - (a) what remedy is appropriate; and
  - (b) a timescale, not exceeding 3 months, within which the agreed remedy shall be actioned.
- 11.3 If after the agreed remedy period the adverse performance issue in question has not been resolved to the satisfaction of Customer, then Customer reserves the right to escalate the issue in accordance with the escalation procedure set out in the General Terms.
- 11.4 Each Party shall provide to the other the contact details 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.

### 12. Change in Workload and Resources Required

In the event that any other factors arise that may have a bearing on the level of resource required to fulfil the services defined in these Service Terms, Customer and Vodafone shall review the overall situation to determine if a change in

support model is required, and determine any associated implementation plan. In any event, where reasonably practicable, the workload and resource requirements shall be reviewed quarterly by the Off-Site Team Manager.

### 13. Review

The Parties agree to meet when reasonably required to review these Service Terms and the requirements contained herein and review status of operations to ensure Customer satisfaction is maintained. Any amendments to these Service Terms will be amended accordingly by an amendment notice.