

Service Specific Terms



Off-Site Advisor Service

Enterprise Customers

1. The Service – Overview

- 1.1 The Vodafone off-site advisor support service (the “**Off-Site Advisor Service**”) provides Customer with an Off-Site Advisor to service Customer’s account. The term “**Service**” or “**Services**” in these Service Specific Terms means the Off-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;
 - (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 Off-Site Advisory Service assigns an Off-Site Advisor to Customer’s account for the provision of certain Customer Services in conjunction with Vodafone’s Customer Services Team and the Off-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 Off-Site Advisor may vary according to the Service Manual (where applicable) and/or local working practices and 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) general Network advice;
 - (e) processing of Orders;
 - (f) first line support to the nominated representatives of Customer and Customer’s business unit’s in respect of queries and Service affecting events; and
 - (g) any other reasonable ad-hoc mobile-related activities as required by Customer and agreed in advance in writing by the Off-Site Team Manager.
- 3.4 Vodafone shall provide equipment for use by the Off-Site Advisor(s) that Vodafone deems necessary to allow the Off-Site Advisor to fulfil its obligations under these Service Specific Terms, including a computer able to access Vodafone systems and a mobile telephone.
- 3.5 In the event the Off-Site Advisor is required to attend Customer’s Site (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 Wi-Fi fit for purpose where available; lockable storage facilities, a Customer desktop 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

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

3.6 **Renewal Period:** Upon the expiration of the Minimum Term, the Customer's Commercial Commitment shall automatically renew on a month-by-month basis, and will be charged at the then current Access Fee, unless (i) at least 30 days prior to the renewal date, either party gives the other party written notice of intent to terminate the contract, or (ii) the Off –Site Advisor's contract termination date coincides with the Minimum Term.

3.7 During the Renewal Period, either party can terminate the agreement by providing 30 days' written notice.

4. Service Specific Conditions of Use

4.1 Assignment of Off-Site Advisor:

(a) If no Off-Site Advisor is currently assigned to Customer, Vodafone shall initiate the recruitment of an Off-Site Advisor from the Service Commencement Date and shall provide the necessary training and shall procure the equipment required as set out in clause 3.4. Customer acknowledges that the Off-Site Advisor shall not be available for up to a period of 16 weeks from the Service Commencement Date.

(b) 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.

(c) 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.

4.2 Customer acknowledges that where the Off-Site Advisor's contract termination date is the same as the Minimum Term, Vodafone would require the Customer to renew their Agreement to enable Vodafone to assign an Off-Site Advisor to the Customer. In the event the Customer does not renew, Vodafone will only provide Off-Site Advisor support for 3 months after the end of the Minimum Term.

4.3 In order to remove an Off-Site Advisor, or downgrade to Foundation Customer Services, Customer must provide 3 month's written notice.

4.4 Vodafone will not assign an alternative Off-Site Advisor if:

(a) the Off-Site Advisor terminates their contract during the Minimum Term, and

(b) there is less than 3 months left in the Minimum Term.

4.5 **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.

4.6 **Off-Site Advisor Hours:** Working Hours for the Off-Site Advisor shall be 9.00am start time (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.

4.7 **After-Hours Service:** Any enquiry made outside the Off-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;

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- (g) requesting personal unlock code (PUC);
- (h) requesting porting authority codes (PAC); and
- (i) e-service tool login support

4.8 Absence Cover:

- (a) The Off-Site Advisor shall be required to:
 - (i) attend internal Vodafone meetings from time to time; and
 - (ii) attend a monthly two-hour review meeting; and
 - (iii) attend a two-day off-site conference each year.
- (b) Vodafone shall provide 7 calendar days' notice of such off-site absenteeism detailed in clause 4.8(a) 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 clauses 4.1(c) and 4.8(a), Vodafone shall use all reasonable efforts to provide cover for any other absences by providing an alternative Off-Site Advisor.
- (c) Planned Absence Cover:
 - (i) Vodafone shall not provide an Off-Site Advisor on bank and other public holidays.
 - (ii) 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.
 - (iii) 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.
- (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.
 - (ii) In the event of any unplanned absence by the Off-Site Advisor, Vodafone shall provide cover from the first Working Day, after the first day of absence as outlined in 4.8(d)(ii).

4.9 Supervision of Off-Site Advisor:

- (a) On a daily basis, the Off-Site Advisor will report through normal Vodafone 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 these Service Specific Terms and shall do so in accordance with guidelines provided by the Off-Site Team Manager.

4.10 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 Off-Site Advisor, Customer shall notify the Off-Site Team Manager in writing accordingly.

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- (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 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.
- 4.11 **Services provided by Vodafone Customer Services (separate from services provided by the Off-Site Advisor):**
- (a) The first line of support for User queries shall be Vodafone Customer Services, via phone or web chat. 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.
 - (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 Off-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.
- 4.12 **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 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 Off-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.
- 4.13 **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.

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Service Levels

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1. Service Levels

The Off-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 via the Off-Site Advisor in a single Working Day, Vodafone shall be entitled to extend the despatch times with the agreement of Customer.

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 12.00pm 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:

Foundation Customer Services	the basic level of service provided by Vodafone, available on request.
Off-Site Advisor	a Vodafone employee, based on Vodafone premises.
Off-Site Team Manager	the line manager of the Off-Site Advisor.
Service Manual	a Vodafone owned, working document between Vodafone and Customer which outlines the working practises undertaken by the Off -Site Advisor
Vodafone Customer Services	the Vodafone customer service call centre at Vodafone.
Vodafone Customer Services Team Manager	the team manager of Vodafone Customer Services.
Working Hours	as described in clause 4.3.