

# Mobility Service Terms

Business Customers



## 1. General

**1.1 Structure:** These Mobility Service Terms should be read in conjunction with the Commercial Terms, Service Specific Terms, General Terms and other applicable parts of this Agreement. Where applicable, the terms defined in the General Terms shall be used in these Mobility Service Terms.

**1.2 Termination of the Mobility Service:** Either party shall have the right to terminate the Mobility Service in whole or in part by giving 30 days' written notice to the other Party, subject to any applicable Recovery Charge.

## 2. Services

**2.1 Service implementation:** Vodafone shall begin implementation of the Mobility Services from the Service Commencement Date. Vodafone will work with the Customer to agree on an implementation process; the timescales of which will be dependent on size, complexity of requirement and availability of the Customer. Vodafone will work with the Customer to expedite the implementation process wherever possible; however, the price plan set out in the Commercial Terms shall not be applied to the Customer's Connections until the implementation process has been completed. In the event of material delays due to or as a result of Customer's act or omission, Vodafone reserves the right to review the Charges.

**2.2 Security of communications:** Vodafone shall exercise reasonable efforts to ensure the security of Customer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure.

**2.3 Network interruptions:** Customer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service and the Network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g. trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Customer.

**2.4 Network coverage:** For an estimate of the signal strength Customer may experience when in the UK, please see Vodafone's coverage checker at [www.vodafone.co.uk/explore/network/uk-coverage-map/](http://www.vodafone.co.uk/explore/network/uk-coverage-map/). To discuss any issues regarding Services or any redress in respect of the Services, please speak to Vodafone's Customer Services or Customer's account manager (where applicable).

**2.5 Network Sunset:** Customer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Equipment or Customer Equipment may retire prior to the expiry of the contract; and (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Customer agrees that maintaining compatibility of any Equipment or Customer Equipment used in the delivery of a Service with the available Networks, shall be its responsibility and any associated costs (including, but not limited to, the cost of replacing any impacted Equipment or Customer Equipment) shall be borne by the Customer.

**2.6 Roaming:** Vodafone shall use reasonable endeavours to give Customer access to networks outside the UK as part of roaming Services, however, because overseas networks are not controlled by Vodafone, Vodafone is not responsible for their performance or functionality.

**2.7 Emergency Services:** Customer may use the Services to contact the emergency services, provided that Customer is in range of a base station forming part of Vodafone's Network. If Customer is not within range of one of Vodafone's base stations, or if Vodafone's base station is not transmitting for any reason, the Equipment may try to use another mobile network to connect Customer's call to the emergency services. Depending on the Equipment Customer uses, Users' approximate location (using Network, global positioning satellite network information and Wi-Fi data) may be provided to the emergency services via functionality built into the Equipment.

**2.8 Recovery Policy:** If Recovery Equipment becomes faulty after the initial 14 calendar days from the date of its delivery, and provided that it is covered by the Recovery Policy, Customer may return the Recovery Equipment to Vodafone and Vodafone shall repair or replace the Recovery Equipment in accordance with the Recovery Policy. Repairs for Recovery Equipment that are outside of manufacturer's warranty may also be available in accordance with the Recovery Policy, however, a fee will be chargeable to Customer. Please see the Recovery Policy for further details.

## 3. General SIM terms

**3.1 Authorised Use:** Customer shall only use the SIMs to access the Network and receive the benefit of the Services. Customer shall use reasonable endeavours to ensure that SIMs are only used with Customer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM is lost, stolen, damaged. Customer will be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Customer has notified Vodafone that such SIM is being used without Customer's authorisation.

**3.2 Dynamic Updates:** Vodafone may send updates or upgrades to SIMs. If a User does not accept an update or upgrade, Vodafone may suspend or deactivate their SIM.

**3.3 Title:** Vodafone shall retain title to SIMs at all times, however, Vodafone grants Customer a licence to use the SIMs (including any software they contain) to the extent

necessary to use the Services. Customer may disconnect SIMs by providing Vodafone 30 days' notice.

**3.4 Termination:** Upon expiry of the Minimum Term and any applicable Renewal Term(s) or upon any earlier termination, Customer shall return to Vodafone or destroy the SIMs or delete the Vodafone profile on the eSIM, as requested by Vodafone.

## 4. Price Plans

**4.1 Voice and Data Price Plans:** Data price plans are not designed for use in voice-enabled Equipment. Any voice usage on a Data price plan shall be charged at Standard List Price.

**4.2 Material Disconnections:** Where Customer has a Target Spend, if Customer disconnects or Ports 15% or more of its base Connections during the Minimum Term, Vodafone may terminate the relevant Service and a Recovery Charge shall apply. Customer's base of Connections shall be the anticipated number of Connections as at the Service Commencement Date.

**4.3 Data and Email Price Plans:** The following terms apply to the Data and Email price plans in the Commercial Terms:

(a) All Data limits include both downloaded and uploaded Data;

(b) If Customer takes a price plan with Fair Usage, and a Connection exceeds the Fair Usage limit in any month, Vodafone shall notify Customer to change that Connection's usage to come within the Fair Usage limit. If the Connection's usage still exceeds the Fair Usage limit after 30 days from notification, or more than 45% of the total Connections on the Data price plan exceeds the Fair Usage at any time, Vodafone may charge Customer its Standard List Price for the excess usage;

(c) Vodafone measures Data usage in kilobyte (KB) and offers Data in megabyte (MB or 1024KB) and gigabyte (GB or 1024 MBs) units;

(d) Customer's inclusive Data allowance and additional Data services will define the amount of data Customer can use without an additional charge;

(e) Vodafone calculates Customer's Data usage based on the amount of Data that travels over the Network, which may differ from the Data Customer's device consumes. Customer's Data usage may include Data packages which are re-sent over the Network, for example, if Customer's Connection drops off or if a webpage is refreshed. Certain Data services (websites and other packets) may be usage free and will not be taken from Customer's data allowance, whilst others can consume Customer's data allowance; and

(f) Vodafone measures Data usage the same way over networks including, but not limited to, 2G, 3G, 4G etc.

**4.4 Device Compatibility:** Some devices may not be compatible with certain data and email price plans or access point names, details of which can be provided on request.

**4.5 Enterprise Spend Manager:** New or renewing Customers on eligible plans will have the option to set and manage a monthly usage limit to control out-of-plan Charges on each Connection. This limit will apply to Charges and Services (for example, any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Customer's plan. Further terms and details on how Enterprise Spend Manager operates are available at [www.vodafone.co.uk/terms](http://www.vodafone.co.uk/terms)

## 5. Vodafone Wi-Fi Calling

**5.1 Requirements:** To use Wi-Fi Calling, Customer must have:

- (a) a compatible price plan;
- (b) a compatible mobile device; and
- (c) good access to a wireless internet connection.

**5.2 Allowances:** Voice calls made with Wi-Fi Calling will use Customer's usual UK plan allowances. If Customer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates.

**5.3 Data Usage:** Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.

**5.4 Roaming:** Customer shall not use Wi-Fi Calling whilst roaming outside of the UK. In the event Customer makes or receives Wi-Fi calls whilst abroad, additional charges shall apply.

**5.5 Deactivation:** Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device. If Customer wishes to remove Wi-Fi Calling across Customer's entire account or any number of devices on Customer's account, Customer shall notify Vodafone.

**5.6 Call Quality:** Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection. Customer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will have to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).

**5.7 Availability:** Wi-Fi Calling is subject to availability. Vodafone may suspend, end or change Wi-Fi Calling for any reason. If Vodafone ends Wi-Fi Calling, Vodafone will provide Customer with at least 30 days' notice.

# Mobility Service Terms

Business Customers



**5.8 Network Dependency:** Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Customer, as well as the general availability of the public telecommunications network. Customer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.

**5.9 Emergency Services:** Customer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.

## 6. Subsidy

**6.1 Restrictions on Subsidy:** Vodafone shall not provide additional Subsidy: (a) for Connections that are disconnected and then re-connected; or (b) where an existing Connection has been transferred to another User. Vodafone may reclaim from Customer any per Connection Subsidy paid for Connection(s) which disconnect within three months of receiving a Connection Subsidy.

**6.2 Migrated Connections:** The Subsidy shall not apply to Migrated Connections unless stated in the Subsidy table.

## 7. E-Sim

7.1 Customer must have an e-SIM enabled device, and a Vodafone e-SIM profile to activate e-SIM on the device.

7.2 If Customer purchased eSIM device from Vodafone and has a Vodafone e-SIM profile and the device needs to be returned for repair or replacement, Customer has the following options for the e-SIM connection:

- (a) Take a physical SIM to use in another device until Customer's dual SIM device is returned; or
- (b) Request a SIM Swap for the e-SIM profile for use in another device until Customer device is returned.

7.3 If Customer gives or sells eSIM device to someone else, including if Customer return it for repair or trade in, Customer will need to remove the Vodafone e-SIM profile. If device is dual SIM, the Customer will have to remove both the physical SIM and delete the eSIM profile. Vodafone cannot remove Customer's e-SIM profile or any related data if Customer has sent a device to Vodafone for repair or trade in. SIM cards of either type can contain private information, and may enable unauthorised use of Customers Data. If Customer fails to remove SIMs, Customer will be responsible for any use of either SIM card arising before, or after the transfer or return of the device.

## 8. Mobility Definitions

8.1 The following definitions, and the terms defined in the General Terms, are applicable to the Mobility Services and/or associated elements of the Agreement:

<b>Add-On</b>	functionality that is added to a Connection with an existing price plan associated with it (e.g. an Email price plan added to a Voice price plan).
<b>Bearer Services</b>	the method of transport used to carry communication information over the Network and the provision of access for external communications to the Network. Speeds may vary significantly and are dependent on coverage.
<b>Data</b>	a data only price plan typically added to a Connection for use on a mobile broadband device or tablet.
<b>Email</b>	a data price plan typically added to a Connection with an existing voice price plan, and sometimes called an 'Add-On'.
<b>Enterprise Device Price List</b>	The document issued by Vodafone every month detailing the current list price of Equipment and available on request.
<b>Enterprise Spend Manager</b>	a service that enables Customer to set usage limit on each Connection to control out-of-bundle Charges each month.
<b>Fair Usage</b>	the usage control applied by Vodafone to certain Data price plans as further described in these Mobility Service Terms and the AUP.
<b>Migrated Connection</b>	a mobile number already connected to the Vodafone network (not including via mobile virtual network operators) but managed by a different supplier and that is transferred to Vodafone under the Commercial Terms.
<b>Recovery Equipment</b>	mobile phones, tablets and sure signal devices supplied by, or on behalf of, Vodafone to Customer for use in receiving Mobility Services.
<b>Recovery Policy</b>	Vodafone's recovery policy regarding the replacement or repair of faulty Recovery Equipment, as amended from time to time, and set out at <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> .
<b>Voice</b>	a price plan with circuit switch call functionality and texting.
<b>Wi-Fi Calling</b>	an integrated service that allows Customer to make and receive voice calls over a wireless internet connection such as home broadband, office broadband or public Wi-Fi.