



1. Structure

The Agreement consists of: (1) each Order Form; (2) the Mobility Service Terms and/or Fixed Line Service Terms, as applicable; (3) any applicable Price Plan Guide(s); (4) these General Terms; and (5) the Standard List Price and any other document expressly referred to in this Agreement; which apply in decreasing order of precedence.

2. Duration

3.1 **Agreement term:** This Agreement commences on the Agreement Start Date and will continue until the earlier of termination of the Agreement or the cessation of the last of the Services (including any agreed exit assistance in respect of the Services) in accordance with this Agreement.

3.2 **Service term:** Each Service will commence on its respective Commencement Date.

3.3 **Minimum Term:** Each Service will continue for its respective Minimum Term and thereafter for any Renewal Terms unless notice to terminate the Service is given in accordance with this Agreement.

3. Services

3.1 **Provision of Services:** Vodafone shall use reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent telecommunications provider.

3.2 **Orders:** Customer may place Orders for Services in accordance with Vodafone's order process specified in this Agreement or otherwise as notified to Customer from time to time. Each Order will be subject to Vodafone's acceptance. Orders, once accepted, will form part of this Agreement. If Vodafone does not give express acceptance, acceptance will be deemed to occur on the earlier of dispatch of any Equipment or the activation of the Service by Vodafone.

3.3 **Customer information:** Customer shall provide, and shall ensure its Users provide, the information and complete the documentation (including in relation to identification, legitimation and VAT and billing details) required by Vodafone or any applicable NRA for the purposes of the Services. Customer shall ensure that such information is complete and accurate. Customer confirms that it is entering into this Agreement as a business and not a consumer.

3.4 **Authorised Users:** Access by Customer to the Services and Equipment is limited to authorised Users. Vodafone will provide each authorised User with User Details. Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorised Users and keeping that information current; and (c) authorised Users' compliance with this Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.

3.5 **Third parties:** Customer shall ensure that the Users comply with this Agreement in relation to their use of the Services, and Equipment and shall be liable to Vodafone for the acts and omissions of the Users in relation to this Agreement. Save as expressly permitted under this Agreement, Customer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Customer Equipment) to any third party.

3.6 **Exclusions:** Vodafone is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Customer through use of the Services. Vodafone accepts no responsibility for these services. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.7 **Terms of use:** Customer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar

commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practice to Vodafone's detriment. Customer shall comply with the AUP in using the Services and shall indemnify Vodafone against any and all liability and costs which we suffer if Customer breaches the AUP. Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

3.8 **Service Monitoring:** Customer gives express consent for Vodafone to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by Applicable Law; (b) comply with Applicable Law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Customer.

3.9 **Customer obligations:** Customer shall promptly comply with its obligations under this Agreement. If Customer fails to comply with an obligation then, to the extent caused by Customer's breach, Vodafone will be relieved from its obligations under this Agreement and Customer shall reimburse Vodafone for any increased costs Vodafone incurs.

3.10 **Compliance with law:** The Parties shall each comply with, and notify the other in the event of any breach of, or change of status in respect of, Applicable Law in relation to this Agreement.

3.11 **PCI Compliance:** Vodafone does not warrant that the Services will be compliant with payment card industry ("PCI") requirements nor will Vodafone accept any liability in connection with PCI compliance.

3.12 **Dependencies:** It is not possible to make fixed line calls using the Services if there is a power failure or a failure of Customer's broadband connection although this will not prevent calls made from mobile devices. It is Customer's responsibility to make Users aware of this.

3.13 **Cost of Investigations:** Customer shall reimburse Vodafone for reasonable costs and expenses Vodafone incurs investigating and rectifying any issue with the Services, or Equipment where Vodafone determine that there was no fault found in the Services and/or Equipment or where the issue has been caused by Customer's or its User's use of the Services or Equipment contrary to Vodafone's instructions or misuse, neglect or alteration of the Services, or Equipment.

3.14 **Compatibility:** Customer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and the Services, are in good working order (if applicable), and are compatible for use with the Equipment and the Services. Vodafone shall use reasonable endeavours to advise Customer of relevant requirements on request, but in no event shall Vodafone be responsible for any performance or non-performance issues with, or liable to support the Services if Customer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Services. Vodafone may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Customer any applicable Recovery Charge.

4. General Equipment Terms

4.1 **Equipment Availability:** If Vodafone is unable to provide the Equipment requested, Vodafone will agree with Customer to provide alternative Equipment if practicable to do so.

4.2 **Delivery of Equipment and Risk:** Risk in the Equipment and SIMs passes to the Customer upon delivery. Vodafone will deliver to the agreed delivery address. Customer must notify Vodafone within 5 Working Days of



delivery of any Equipment or SIMs which were damaged upon delivery and provide written details. If any Equipment or SIMs are not delivered within 15 Working Days of the relevant delivery date, Customer must notify Vodafone as soon as possible. Provided that there is no dispute as to delivery or damage, Vodafone shall send replacement Equipment or SIMs free of delivery charge.

4.3 **Title:** Where Customer has purchased Equipment from Vodafone, title to the Equipment shall pass to the Customer:

- (a) where delivered in the UK, on receipt of payment in full. This includes credit against payment using Subsidy; or
- (b) where delivered outside the UK, at a place and time to be determined by Vodafone.

4.4 **Unauthorised Equipment or Repairs:** Customer acknowledges that: Customer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience.

4.5 **End of life:** Vodafone may on giving reasonable notice replace or retire the Equipment, or Vodafone Software as end-of-life. Vodafone will not be liable for Customer's use of end-of-life Equipment or Vodafone Software where Customer has not installed updates, (including for any failures), and will not have any maintenance obligations. Vodafone, at Customer's cost, may provide the Customer with replacement Equipment or Vodafone Software which provide equivalent or improved functionality to the extent that alternatives are available.

4.6 **Equipment Warranty:** Vodafone warrants that Equipment (excluding any Software) will be materially free from inherent defects for 12 months following the date of the relevant Order Form or such longer time as Vodafone may publish on its website and Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied by Vodafone to Customer; however Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf. Customer acknowledges that any unauthorised attempt to repair or tamper with the Equipment may invalidate the manufacturer's warranty.

4.7 Where Equipment becomes faulty within the warranty period, Customer may return the Equipment to Vodafone at Vodafone's cost and Vodafone will repair or replace (at Vodafone's option) the Equipment within 28 days. Vodafone's obligations in this clause 4.7 do not apply if Customer has damaged the Equipment or caused the Equipment to become faulty or if the Equipment becomes faulty outside of the warranty period.

5. Site Surveys

5.1 Where Vodafone has carried out a Site Survey, Vodafone will provide Customer with a written report detailing the results of the Site Survey and any remediation work that is required to be undertaken prior to the installation of the Service. Failure to carry out any such work may delay the Commencement Date and/or mean that Vodafone is unable to provide the Services to Customer.

5.2 If the Site Survey reveals that remediation work is required, Customer shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which Vodafone provide Services) by providing written notice within 14 days from the date Vodafone inform Customer of the Site Survey results. Where Customer decides to cancel this Agreement and the cost of the remediation work is estimated as less than £500 (excluding VAT) Vodafone shall be entitled to charge Customer £500 (plus VAT) for carrying out the Site Survey of that site.

5.3 Vodafone shall carry out a Suitability Test to assess the quality of the broadband provided from the local BT exchange. If the Suitability Test results indicate that the quality of the access is insufficient for the Services to be provided to a reasonable standard Vodafone will notify Customer of this, in which event this Agreement shall automatically terminate in respect of the site (but not for any other sites to which Vodafone provide

Services). Alternatively Customer may have the option to upgrade to Ethernet for additional Charges to be agreed between the parties.

5.4 Following completion of the Site Survey and Suitability Test, Vodafone shall give Customer an estimate of the maximum number of concurrent connections supported by the Service which will be determined by a number of factors including broadband speed and the proximity of the site to the local exchange. If this estimate is less than 80% of the initial estimate of the same provided to Customer at the time of the Order Form then Customer shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which Vodafone provide Services) by providing written notice within 14 days from the date Vodafone inform Customer of the Site Survey results.

5.5 Vodafone may in its absolute discretion reject any notice to cancel under clauses 5.2 or 5.4 which is served after the 14 day notice period or allow Customer to cancel subject to a cancellation fee of £500 or 10% of the mobile and fixed line rental Charges for the Minimum Term, whichever is higher.

5.6 Where Vodafone is unable to deliver Fixed Line Services to more than 80% of Customer's sites (as set out in the Order Form(s)), Vodafone shall provide notice under clause 10.2 or where applicable, under this clause 5. Following such notice, Customer may:

- (a) end this Agreement by providing 30 days prior written notice to which Customer must provide within 14 days of Vodafone's original notice of change;
- (b) elect to continue receiving only the Mobility Services by providing Vodafone with written notice within 14 days of Vodafone's original notice of change; or
- (c) continue receiving the Mobility Services and any Fixed Line Services that can be or have been delivered (where Customer has not provided notice under clause 5.6(a) or 5.6(b), this clause 5.6(c) shall apply).

5.7 Where clause 5.6(a), 5.6(b) or 5.6(c) apply, the Investment Fund shall be re-calculated and if any outstanding balance cannot be set-off by Vodafone, Customer shall pay Vodafone the Investment Fund Repayment.

5.8 Where Customer provides notice under clause 5.6 (b):

- (a) Vodafone shall have no further obligation to provide any Fixed Line Services under this Agreement; and
- (b) the Charges payable by Customer in respect of the Fixed Line Services (as set out in the Order Form) shall no longer apply.

6. General Software terms

6.1 **Customer Software:** Customer is responsible for purchasing any Software required by its computer systems to link to Equipment and Customer Equipment.

6.2 **Equipment and Service Software:** Customer will comply with any licence agreement relating to Vodafone Software provided with the Equipment and any end user licence terms specified in the Service Specific Terms relating to the Service or any shrink-wrap or click-through and open source Software licences. If Customer does not accept the terms of the licence of any any Software required in order for the Services to be performed, Vodafone will be excused from performing any Services relying on such Software.

7. Payment and Tax

7.1 **Charges and invoices:** Vodafone shall issue invoices in accordance with the Order Form. The Charges are stated exclusive of any applicable VAT and all duties, levies (including taxes levied on the supply of the Services) or any similar charges which shall be paid by Customer to Vodafone (in the case of VAT, upon receipt by Customer of an appropriate tax invoice).



The Charges are stated and payable in pound sterling. All Charges not specified in the Agreement shall be at the Standard List Price. Rounding and minimum charges apply as set out in the applicable Order Form and/or the applicable Price Plan Guide.

7.2 **Payment:** Subject to clause 7.3, Customer shall pay the Charges without offset by the Due Date.

7.3 **Invoice disputes:** Customer shall only dispute an invoice by notifying Vodafone within one month of the date of invoice, including details of why it disputes the invoice and how much it believes is payable, and in any event paying undisputed amounts by the Due Date. Customer shall only dispute amounts with reasonable cause and in good faith. Within 30 days of resolution of an invoice dispute, Vodafone shall issue a credit or Customer shall make payment as appropriate.

7.4 **Recovery Charge:** Except where Customer validly terminates this Agreement or a Service in accordance with clause 5.6, 10.3, 12.2 or 12.3 if this Agreement or a Service is terminated (i) prior to the Commencement Date or expiry of a Minimum Term, or (ii) a Minimum Term expires before Customer achieves the Target Spend (where applicable), Customer shall pay Vodafone a Recovery Charge.

7.5 **Ancillary Charges:** Vodafone may charge the Customer for any ancillary, excess, construction or miscellaneous Charges charged to Vodafone by third party licensed operators (for example, BT Openreach) necessary for the provision and support of the Services ("Ancillary Charges"), only where such Charges are notified and agreed with the Customer in advance. A non-exhaustive list of the relevant Ancillary Charges that may be relevant are set here as may be updated from time to time: <http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf>

7.6 **Credit check:** Vodafone may credit assess Customer from time to time to assess Vodafone's risk. The continued provision of Services and Equipment by Vodafone is subject to a satisfactory credit check, which may result in Vodafone applying a credit limit.

8. Confidentiality

8.1 **Confidentiality:** Each Party shall, in respect of the other Party's Confidential Information: (a) keep it confidential for three years after the date of disclosure; (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of this Agreement; (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Group Companies) who need it to perform obligations, exercise rights or conduct audits in connection with this Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; (e) and return or destroy it on termination of this Agreement other than where necessary to keep it for regulatory reasons in secure archives.

8.2 **Exceptions:** These provisions do not apply to the extent any Confidential Information: (a) is or becomes public knowledge without breach of this Agreement; (b) was already in a Party's possession free of obligations of confidentiality; (c) is received from a third party free of obligations of confidentiality; or (d) is independently developed without access to the Confidential Information.

8.3 **Announcements:** Neither Party shall make an announcement or public statement relating to this Agreement unless agreed in advance in writing, although Vodafone may include Customer in Vodafone's published generic list of customers.

9. Liability

9.1 **Liability principles:** Neither Party is liable under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, for: (a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (b) any loss of or corruption to data (except to the extent that such loss or corruption is a

direct result of a Party's breach of Applicable Privacy Law in relation to the performance of its obligations under this Agreement) (c) any regulatory fines; (d) any legal costs; (e) any loss arising from business interruption or reputational damage; (f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the Parties when they entered into this Agreement or any Order. Neither Party excludes any liability which cannot be excluded by Applicable Law.

9.2 **Liability cap:** Subject to clause 9.1, each Party's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, in respect of each Liability Period shall not exceed the amount of the Charges paid or payable between the Parties in respect of that Liability Period. If the Charges have been paid or payable between the Parties for less than 12 months in any Liability Period, a Party's liability shall not exceed the average monthly charge paid or payable for that Liability Period multiplied by 12. This liability cap shall not apply to damages due to breach of confidentiality obligations as set out in this Agreement (except to the extent that such breach of confidentiality relates to the disclosure of personal data, in respect of which the Data Privacy Obligations shall apply) or non-payment of Charges or Recovery Charges.

9.3 **Liability for third party claims under Applicable Privacy Law:** Subject to clause 9.1, where one party has, paid compensation following a successful claim from a third party and the matter giving rise to such claim was wholly or partly as a direct result of a breach by of Applicable Privacy Law by the other party the party in breach will be liable to compensate the other party to the extent that their breach caused damage provided that reasonable efforts were made to mitigate the liability.

10. Changing the Terms

10.1 **Changes in writing:** Save for any changes identified in clause 10.2, any amendment to this Agreement will be made by written agreement of both Parties.

10.2 **Vodafone changes:** Vodafone may change this Agreement (including changing or introducing new Charges or changing or withdrawing Services): (a) where required to comply with Applicable Law or regulation; (b) due to a change in Vodafone's or a Third Party Provider's operations or services; (c) where Vodafone reasonably determines the change is needed to maintain or improve quality of the Service; or (d) in April of each year, introduce an increase to all or any Charges by an amount up to or equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year. If the RPI rate is a decrease, Charges will not be reduced and if that index is not published for the given month, Vodafone may use a substituted index or index figures published by that office for that month.

10.3 **Termination on change:** If a change under clauses 10.2(b) or (c) is materially detrimental to Customer, Customer may terminate the affected part of this Agreement by giving 30 days prior written notice, which must be provided within 14 days of being notified of the change. The following shall be a material detriment for the purposes of this clause: (a) any increase in Customer's UK standard monthly Charges of more than 10% in a 12 month period; (b) an increase in Customer's monthly inclusive price plan Charges (such increase shall not include any price increase introduced by Vodafone under clause 10.2(d)); or (c) following the Commencement Date a withdrawal of the core Services or an adverse change to the core Services.

10.4 **Notice of changes:** Vodafone shall provide Customer with as much advance notice as practicable of changes under clause 10.2(b) or (c) which are materially detrimental to Customer, but no less than 30 days' notice shall be given prior to implementing the change. Vodafone shall not be obliged to notify Customer of a change under clause 10.2(d).



11. Changing the Services and/or Customer's use of the Service

11.1 **Customer changes:** if during the Minimum Term Customer wishes to change any of the Services or Customer Site to which Vodafone supplies the Services then Customer must notify Vodafone of this request in writing. Vodafone will carry out a Site Survey and Suitability Test in accordance with clause 5 Customer will be charged the following Charges for office moves where the Services include Fixed Line Services, dependent upon the number of Users at the relevant site:

Number of Users	Applicable Charge
1 – 25 Users	£500
26 – 49 Users	£750
50+ Users	£1,000

11.2 Ethernet office moves are subject to a £2,000 install Charge in addition to the Charge set out in the above table. If such move is within 12 months of the Commencement Date, Customer will also be subject to pay the monthly Charge for the Ethernet service for every unexpired month of the first 12 months of the Minimum Term.

11.3 Where Customer's solution requires major or complex changes to its configuration, Vodafone may apply change management charges in relation to the work relating to the changes, including design and implementation provided that prior to any work being agreed, Vodafone will consult with Customer and make Customer aware of any proposed charges.

11.4 Where the proposed Services include broadband, this clause 11.4 shall apply. If the broadband at the proposed new site is not sufficient following the Suitability Test then Customer has the option to either upgrade to Ethernet for an additional Charge to be agreed between the parties or to terminate this Agreement in respect of the site which is being moved. If Customer terminates in respect of the moving site then termination fees will apply in accordance with the General Terms.

11.5 User tariff changes (including the addition or removal of additional services) are not allowed within 30 days of a previous tariff change. Customer is not permitted to move a User from the 'Flat rate Option' price plan to the 'Pence Per Minute' price plan.

11.6 If Customer orders a service other than One Net (for example Blackberry BES), additional service terms may apply in respect of the new services

12. Termination

12.1 **Termination for convenience:** Subject to clause 12.5, each party may terminate this Agreement in whole or in part by giving the other 30 days' written notice of termination.

12.2 **Termination for cause:** Either Party may terminate this Agreement in whole or in part: with immediate effect by written notice to the other Party if that other Party: (a) becomes subject to sanctions and/or export control laws necessitating termination; (b) commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; (c) commits a material breach of this Agreement which is not capable of remedy; (d) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs in the territory where it is located (if such termination is permitted by Applicable Law).

12.3 **Termination due to Force Majeure:** Either Party may terminate this Agreement with immediate effect by written notice to the other Party if that other Party is the subject of a Force Majeure event for a continuous period exceeding 90 days.

12.4 **Other termination rights:** Vodafone may terminate this Agreement with immediate effect if Customer breaches clause 3.7 or Customer is more than 30 days late in paying undisputed Charges and does not make payment within 30 days of written notice from Vodafone. Customer may terminate this Agreement in accordance with clause 10.3.

12.5 **Effect of termination:** On termination of this Agreement or an individual Service, Customer and its Users shall (a) stop using the relevant Services and Vodafone Software (other than Software embedded in Customer Equipment), (b) return, or make available for collection, any Equipment, documents and information owned by Vodafone in accordance with Vodafone's reasonable instructions and (c) pay any outstanding Charges, including any applicable Recovery Charge.

12.6 Where specified in the Order Form, on termination of this Agreement, Customer shall make a payment for any amount outstanding for the Equipment, calculated as 1/number of months of Minimum Term (for example, for a 3 year Minimum Term, 1/36) of the original value of the Equipment less any initial payment Customer made towards it, multiplied by the number of months left until the end of the Minimum Term.

12.7 If Customer does not return, or make available for collection any Equipment under clause 12.5 (c) within 14 days of termination, Vodafone may continue to charge the Charges (up to the value of the Equipment) until Vodafone has recovered such Equipment.

12.8 Customer shall not be entitled to unused Subsidy after termination or from 3 calendar months prior to expiry of the Minimum Term.

13. Call Limits, Deposits and Part Payments

13.1 Vodafone may set a limit on the amount of Charges Customer may run up during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which Vodafone refer to as a call limit. Vodafone may agree to increase or remove the call limit after making credit checks. Customer may be able to go over its call limit, but if this happens, Customer must pay all Charges. Vodafone may not provide Equipment and/or Services to Customer if to do so would result in Customer exceeding its credit limit or if the credit limit is already exceeded.

13.2 Vodafone may ask Customer for a deposit:

- (a) when Vodafone connects Customer's SIM Card;
- (b) to increase or remove Customer's call limit;
- (c) if Customer increases how much Customer uses the Services; or
- (d) to unblock Customer's SIM Card from contacting international numbers, using overseas networks or making premium-rate calls.

13.3 Customer can ask for a refund of the deposit at any time, but Vodafone may reduce Customer's call limit if Customer does. Vodafone can use the deposit to pay off any Charges Customer owes Vodafone. When this Agreement comes to an end, Vodafone shall repay any deposit Customer has given Vodafone less any money Customer owes Vodafone. Vodafone will not pay any interest on any deposit Vodafone takes from Customer.

13.4 If there is a significant increase in Customer's usage between bills, Vodafone may contact Customer. Vodafone may need a part payment from Customer so Customer can continue to use the Services.

13.5 Where Customer's usage exceeds limits imposed on Vodafone by its third party suppliers (e.g. BT), Vodafone shall be entitled to charge Customer the additional costs Vodafone incur as a result of such usage.

14. Internet over Ethernet

14.1 For Internet over Ethernet Vodafone will set up and provide the Equipment necessary but Vodafone will not be responsible for configuring any equipment that uses the internet connection.



14.2 Customer acknowledges that the Internet over Ethernet Service is subject to Internet Access Service Terms which shall be incorporated in and form part of the Agreement.

15. Additional Charges

15.1 Additional Charges may be applicable where Customer diverts calls to numbers outside the Network or if Vodafone provides Customer with additional numbers for call routing. These Charges will be as set out in the Price Plan Guide.

16. Number Porting and Allocation

16.1 If Customer Ports an existing landline number to a One Net Service, Vodafone will transfer the number across in accordance with industry standard timescales. Where the existing number is part of a block of numbers which Vodafone is required to take, Vodafone may charge a nominal fee for the inactive numbers in the block.

16.2 If Vodafone provides Customer with a virtual land line number which Customer wants to Port to another operator on termination of the Service, Vodafone can only transfer this number to an IPX provider.

16.3 Vodafone cannot guarantee the availability of specific numbers however Vodafone will allocate to Customer a number having the local area code of Customer's choice if it is available.

16.4 If Customer needs to transfer fixed line numbers from other networks, Customer will need to complete a Porting Letter of Authority Form. Any delay to the completion of this Form may result in a delay to the start of the Services.

17. Voicemail

17.1 Customer acknowledges that where more than one User uses call-routing with virtual land lines, calls may transfer to voice mailboxes of other Users.

18. Console and MiniClient Service

18.1 Customer acknowledges that the operation of the Console Service and/or MiniClient Service involves the opening of certain ports on Customer's firewall systems.

18.2 Customer acknowledges that Vodafone cannot know the security implications of opening up ports on Customer's firewall systems and that it is solely Customer's responsibility to satisfy itself as to the security of its own systems and to monitor activity on Customer's firewall.

18.3 Vodafone does not accept responsibility or liability if Customer's firewall systems do not prevent unauthorised traffic as a result of changes made to the ports in the operation of the Console Service and/or MiniClient Service.

19. Customer Information

Customer agrees that:

19.1 Where it is reasonably requested by a Partner, Vodafone may provide Customer's billing and contact information to the relevant Partner for the purposes of management, calculating commissions and administration of the account.

19.2 Vodafone may release information gained from credit assessments to the Partner responsible for Customer's account, if applicable.

20. Assignment

20.1 **Assignment:** Neither Party may assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed, provided that Vodafone may assign, or otherwise

transfer any of its rights under this Agreement to any Vodafone Group Company or a debt collection agency where Vodafone has terminated this Agreement for Customer's non-payment without the consent of Customer.

20.2 **Sub-contract:** Vodafone may sub-contract any of its obligations under this Agreement but shall remain responsible to Customer for the provision of the Services.

21. Data Protection

21.1 Vodafone and the Customer shall respectively comply with all Applicable Privacy Laws;

21.2 Vodafone may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment / delivery; or (iv) customer service.

21.3 When providing Services as an electronic communications services provider Vodafone may also Process Traffic Data as Data Controller for the following purposes: (i) delivering User communications; (ii) calculating Charges pertaining to the User; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services. Such Processing will not include providing Traffic Data to third parties or making it publicly available.

21.4 Vodafone may disclose User Personal Data and/or Traffic Data: (i) if required by Applicable Law, court order, Privacy Authority or any other statutory or supervisory authority, body or agency; or (ii) to Vodafone Group Companies or third parties lawfully sub-processing for Vodafone to deliver the Services.

21.5 The Parties acknowledge and agree that the Parties will need to share Operational Data between themselves. Operational Data will be shared on the basis of a transfer from one Party to the other, and each Party will assume responsibility for its own compliance with Applicable Privacy Law.

22. Dispute Resolution

22.1 **Choice of law:** This Agreement and all disputes between the Parties are governed by, and construed in accordance with the laws of England and Wales.

22.2 **Jurisdiction:** The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. This does not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute.

23. Suspension of Services

23.1 **Suspension:** Vodafone may suspend the Services (in whole or part): (a) in order to comply with Applicable Law; (b) to the extent necessary for maintenance, modification, repair and testing of the Network; (c) to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (d) if Customer has failed to pay undisputed amounts for more than 30 days from the Due Date; (e) in any other circumstances specified in this Agreement; (f) if Vodafone reasonably believes Customer is in breach of this Agreement; (g) if Customer exceeds a credit limit on its account; or (h) if Vodafone has the right to terminate this Agreement.

23.2 **Duration of Suspension:** Vodafone shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

23.3 **Suspension for Breach of this Agreement:** Where Customer breaches this Agreement and where reasonably possible, Vodafone shall: (a) give Customer prior notice of any associated suspension; (b) give Customer a reasonable time to rectify the breach in order to avoid a suspension; and



(c) limit any suspension to those Connections in breach. If Customer breaches this Agreement for a second time, Vodafone may take action under this Agreement without reference to this clause 23.3.

24. General Provisions

- 24.1 **Survival of clauses:** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force.
- 24.2 **Notices:** We will send you notice by post, voicemail, text or other form of electronic message. We will treat you as having received the notices 48 hours after we have sent them. We will send all bills and notices served by post, to the address you have given. You must tell us about any changes to your address. You must send us notices by post or email to our address shown on the bill. You can assume we have received these notices 48 hours after you have sent them.
- 24.3 **Inclusive wording:** Any phrases introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.
- 24.4 **Force Majeure:** If a Force Majeure event occurs which prevents either Party from performing an obligation under this Agreement, the affected Party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure event, provided that the affected Party has notified the other Party of the circumstances giving rise to the Force Majeure event.
- 24.5 **Illegality:** If a provision or part-provision of this Agreement is found to be illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.
- 24.6 **Non-waiver:** Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.
- 24.7 **Implied terms:** Unless expressly set out in this Agreement all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.
- 24.8 **Entire agreement:** Except for fraudulent misrepresentation, this Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements between the Parties relating to the same. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement, promise or warranty made, or agreed to, by any person, except those expressly provided for by this Agreement. Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.
- 24.9 **Third party rights:** This Agreement is made only for the benefit of the Parties to this Agreement and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 24.10 **Counterparts:** The Parties may sign this Agreement by electronic signature. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

25. Definitions

Access Fee a periodic fee payable by Customer for use of the Services.

Actual Spend the aggregate amount of Charges incurred and payable by Customer during the Minimum Term solely for the Service to which the Target Spend applies and excluding fees for Equipment (whether paid for by use of Subsidy or not) and less any credits or rebates applied to the account.

Agreed Delivery Date the delivery date to be provided by Vodafone to Customer for a Service.

Agreement this agreement, consisting of the documents set out in clause 1.

Agreement Start Date the date of Vodafone's acceptance of this Agreement. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the first of the Services and/or Equipment and/or Mobile Equipment governed by this Agreement to Customer.

Applicable Law law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business. Such laws specifically include Applicable Privacy Law, sanctions and trade or export control restrictive measures.

Applicable Privacy Law law applicable to the Processing of Personal Data under the Agreement, including the GDPR when relevant and in full force and effect.

AUP Vodafone's acceptable use policy set out at <http://www.vodafone.com/business/AcceptableUsePolicy>, as updated by Vodafone from time to time.

Charges the charges or fees specified in this Agreement as payable by Customer.

Commercial Terms the document identified in this Agreement as the "Commercial Terms", "Welcome Letter" or "Order Form" which details the commercial offer to Customer for the Services.

Commencement Date Unless otherwise specified in the Commercial Terms, the per Service Commencement Date is the date of Vodafone's acceptance of the applicable Commercial Terms. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the Services and/or Equipment to Customer. Except for Target Spend Services, if Customer makes further orders after the initial Commencement Date, the commencement date for the ordered Services shall be the date Vodafone begins to provide the ordered Services and/or Equipment to Customer.

Confidential Information confidential information concerning the business and affairs of a Party, a Vodafone Group entity or a Customer Group entity that a Party obtains or receives from the other Party or which arises out of the performance of any Service.

Connection a Vodafone SIM or fixed line connection that has been configured to attach to the Network, with a price plan associated with it so that a User can use and be charged for the Services supplied under the Commercial Terms.

Console Service a service provided as part of the One Net Service which allows an End User to manage all incoming calls.

Content Service Pass a virtual pass to access content services as part of Customer's price plan (where applicable).

Customer the entity identified in the Commercial Terms as such.

Customer Equipment hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Customer purchases from Vodafone shall be considered to be Customer Equipment once title has passed to the Customer.



Customer Group Customer and any company in which Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.

Customer Site as the context permits a Customer's premises (either owned by Customer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Order.

Data a data price plan typically added to a Connection for use on mobile broadband device or tablet.

Data Controller the person that determines the purposes and means for which data is Processed.

Due Date as specified in the Commercial Terms or, if not specified, 30 days from the date of invoice by direct debit. or another electronic payment method agreed with Vodafone

Email a data price plan typically added to a Connection with a voice price plan, and sometimes called an 'add-On'.

Equipment hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by or on behalf of Vodafone to Customer for use in receiving the Services.

Fair Usage the usage control applied by Vodafone to certain Data price plans as further described in Clause 4.3.2 of the Mobility Service Terms.

Fixed Equipment hardware, Vodafone Software, and any other tangible equipment (other than SIMs and Mobility Equipment) supplied by or on behalf of Vodafone to Customer for use in receiving the Services.

Fixed Line Services the fixed line voice services and/or fixed line data services provided by Vodafone under this Agreement.

FixedLine Service Terms the document identified in this Agreement as the "Fixed Line Service Terms" that sets out terms and conditions relating to fixed lineservices.

Force Majeure in relation to a Party, means any circumstances, events, omissions or accidents beyond the control of that Party which prevent that Party from performing any or all of its obligations.

Freeze Period the period commencing on or around 1 December and expiring on or around 15 January each year; and (ii) the duration of events involving a significant spike in Network usage.

GB gigabyte, or 1024 MB.

GDPR General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

General Terms the document identified in this Agreement as the "General Terms".

Group Company a member of the Vodafone Group or Customer Group as relevant;

GSM Gateway any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.

Incumbent Provider the regulated operator who is authorised to provide a Service in a given country.

International Band a group of countries classed by Vodafone as being grouped together for calls to another country from the UK (detailed at www.vodafone.co.uk/business-zones-and-bands).

Internet Access Service Terms the Service Terms for the Internet over Ethernet Service.

Internet Over Ethernet the dedicated internet access service provided by Vodafone through the Ethernet connection.

Investment Fund credits applied to Customer's Vodafone account to offset (fully or partially) the cost of certain Equipment (excluding tablets and computers) sold to Customer at Vodafone's Standard List Price.

Investment Fund Repayment the The fee which is payable by the Customer pursuant to clause 5.7 where the Agreement terminates (in whole or part) before or during the Minimum Term which shall be calculated as either:

- (a) where the entire Agreement is cancelled, the full value of the Investment Fund and/or the total list price cost of any devices or accessories provided by Vodafone as set out in the Order Form; or
- (b) where the Services are cancelled in relation to a site or sites (as set out in the Order Form), the portion of the Investment Fund and/or the total list price cost of any devices or accessories provided by Vodafone attributable to that site or sites as calculated on a pro rata basis.

KB kilobyte

Liability Period each consecutive 12 month period starting on the Agreement Start Date.

Mandatory Accompanying Services any mandatory accompanying services specified in the Service Specific Terms relating to a Service.

MB megabyte, or 1024KB

Migrated Connection 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.

MiniClient Service a SIP based softphone service which facilitates the integration of Skype for Business into Customer's One Net Service

Minimum Term the minimum term which Customer commits to receive a Service (either for the Service, or a Service Element, as a whole or on a minimum terms per Connection basis), as specified in the Commercial Terms.

Unless stated otherwise in the Commercial Terms, the minimum term shall commence on the Commencement Date.

Mobility Equipment hardware, Vodafone Software, and any other tangible equipment in relation to mobility Services (other than SIMs) supplied by or on behalf of Vodafone to Customer for use in receiving mobility Services.

Mobility Service(s) the mobile communications services provided by Vodafone under this Agreement.

Mobility Service Terms the document identified in this Agreement as the "Mobility Service Terms" that sets out terms and conditions relating to mobile telecommunication services.

Network the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.

NRA the national regulatory authority for electronic communications or telecommunications services in the relevant country.

Off Peak all periods that are not Peak Hours.

On-VPN a call type between telephone numbers that the Parties have agreed to form part of a virtual private network.

One Net means One Net Business, One Net Office or One Net Mobile as specified in the Order Form.



One Net Business the Vodafone service called One Net Business that integrates Customer's Fixed Line Services and Mobility Services, delivering a converged communications experience.

One Net Mobile the Vodafone service called One Net Mobile that provides Mobility Services, delivering a converged communications experience.

One Net Office the Vodafone service called One Net Office that provides Fixed Line Services, delivering a converged communications experience.

Operational Data personal data provided or made available by one Party to the other which is operationally required for the performance of this Agreement (business contact information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives;

Order Form the document setting out the agreed commercial terms relating to our provision of Equipment and/or Services. In the absence of other documents, a 'welcome letter' from us detailing your commercial terms may comprise an Order Form.

Partner a third party authorised by Vodafone in relation to the provision of Equipment and/or Services to Customer

Party or Parties Customer and Vodafone, as relevant.

Peak a period between 0800 and 1900 on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.

Port transfer a mobile number that is connected to the Network under this Agreement to a different network provided by another supplier.

Price Plan Guide a document which details out of bundle Charges and individual terms for a particular standard price plan as updated from time to time.

Privacy Authority the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.

Process/Processed/Processing obtaining, recording or holding information or data or carrying out any operation or set of operations on it

Recovery Charge any amount payable by Customer for early termination or failure to meet commercial commitments as set out in this Agreement.

Where a Target Spend is specified in the Commercial Terms the recovery charge shall be calculated as the greater of:

- (a) Target Spend ÷ Minimum Term (in months) x number of months left in Minimum Term from date of termination; or (b) Target Spend – Actual Spend.

If a Target Spend is not specified in the Commercial Terms the recovery charge shall be calculated as:

Access Fee x number of months left in Minimum Term.

Renewal Term the renewal term of the relevant Service as specified in the Commercial Terms.

Roaming Zone a group of countries classed by Vodafone as being grouped together for calls made and/or received in a country other than the UK (detailed at www.vodafone.co.uk/business-zones-and-bands).

Service Element the individual components of a Service (including optional services if applicable).

Service Terms the Mobility Service Terms and/or Fixed Service Terms, as applicable, together with the relevant Service Specific Terms.

Service Specific Terms the document(s) identified in this Agreement as the "Service Specific Terms" that sets out information such as terms and conditions, specifications and technical information specific to a Service.

Services the services (including any applicable Service Elements) to be provided by Vodafone or a Third Party Provider under this Agreement as specified in this Agreement.

SIM a "subscriber identity module" card is an integrated circuit storing user specific data provided by Vodafone to allow use of equipment on the Network by Customer.

Site Survey a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Services at that Customer Site.

Software a machine executable computer program, software module or software package or any part thereof (in object code only), irrespective of how it is stored or executed.

Standard List Price Vodafone's standard unsubsidised Charges for Services and Equipment as advised to Customer by Vodafone and/or as made available on request by Vodafone (as amended by Vodafone from time to time).

Subsidy a sum Vodafone invests in the Customer, including Connection bonus, Investment Fund or Equipment discount, as set out in the Commercial Terms.

Suitability Test a test to determine the suitability of the broadband available to Customer's site from the local exchange to assess whether (in Vodafone's opinion) the quality of access is sufficient for the deployment of the Services at that site.

Target Spend the amount of money specified in the Commercial Terms for a particular Service (where applicable).

Technical Prerequisites any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service.

Third Party Provider a third party contracted by either Vodafone or Customer that provides a Service or that provides a service that connects to a Service. Third Party Providers may include members of the Vodafone Group and Incumbent Providers.

Traffic Data any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.

UK England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.

User an individual end user of the Services who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer unless otherwise specified in this Agreement.

User Details a user name, password, or other access information used by a User to access the Service and/or Equipment.

User Personal Data any information that relates to an identified or identifiable User

Vodafone Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

Vodafone Group Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the "Where we are" page at www.vodafone.com.

Vodafone Software any Software supplied by Vodafone or its licensors to Customer (including Software embedded in any Equipment)

Voice a price plan with circuit switch call functionality and SMS.

Working Days Monday to Friday inclusive, other than public holidays in the UK.

Working Hours to 1700 on a Working Day.