



Vodafone One Net General Terms

1. About these Terms and the Agreement

- 1.1 This Agreement will govern our relationship with you regarding our provision of the Services to you. The Order Form and applicable Price Plan Guide, these General Terms, any subsequently agreed Commercial Terms, the Service Terms, the Internet Access Service Terms (if applicable), our Standard List Prices, any agreed implementation plan and the AUP together form our contract with you (collectively the "Agreement") and apply in decreasing order of precedence.
- 1.2 By entering into the Agreement, Customer confirms that it is contracting as a business and not as a consumer.
- 1.3 In this Agreement, capitalised words are given specific meanings which are set out in clause 15.

2. Commencement and Duration

- 2.1 This Agreement begins on the Commencement Date and continues for the Minimum Term and thereafter unless terminated in accordance with the Agreement.

3. Equipment and Services

- 3.1 We will provide the Services to you from the Commencement Date for the remainder of the term of the Agreement in relation to those Services.
- 3.2 If you use the Services to make an emergency call, the caller location information that is provided to the emergency services may not be the location from which the call is made, which may delay the emergency services' response to the call.
- 3.3 Where you have bought Equipment from us you will own the title to the Equipment (other than any SIM Card and embedded Software) when we have received full payment for that Equipment. Until that time you must identify the Equipment as belonging to us. Title to SIM Cards and all other Equipment remains with us at all times unless expressed otherwise in the Service Terms.
- 3.4 Your use of the Equipment and Services is conditional on your acceptance of applicable Software Licence(s) prior to such use, the terms of which shall comprise your sole rights and remedies in respect of the Software.
- 3.5 You shall use the Equipment and Services in accordance with our AUP and shall indemnify us against any and all liability and costs which we suffer if you breach the AUP.
- 3.6 Where any Equipment or other hardware is supplied to you by a Partner, this supply shall be subject to the terms of the agreement between you and the Partner, and we shall have no liability for such Equipment or its failure to operate on the Network.
- 3.7 For an estimate of the mobile Network speeds Customer may experience when in the UK, please see Vodafone's coverage checker at: <https://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).

4. Charges

- 4.1 You shall pay us the Charges for the Services.
- 4.2 All Charges for Services are stated exclusive of VAT which is charged at the current rate. All Charges not specified in the Commercial Terms shall be at Standard List Price. Rounding and minimum charges shall apply as set out in the Commercial Terms and/or applicable Price Plan Guide.
- 4.3 We shall invoice Charges in accordance with your Price Plans detailed in the Order Form. You must pay all Charges by direct debit or other agreed method within the payment period specified.
- 4.4 Unless we agree with you otherwise, Charges shall not include any special equipment or work such as cutting away, decoration, ducting, ground work, building work and other similar work.
- 4.5 We may apply any payment which you owe to us against any payment which we owe to you under this Agreement or any other agreement. You shall not make any deductions from amounts which you owe to us.
- 4.6 You will raise any billing queries within one month of the date of the relevant invoice.
- 4.7 We may credit assess you from time to time as reasonably required to assess our risk. Each credit assessment shall entitle us to put a credit limit on your Vodafone account (details of which are available on request). We may release this information to the Partner responsible for managing your account, if applicable.

5. Changing this Agreement

- 5.1 We may change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services) on written notice to you. We will use reasonable efforts to give you at least 14 days prior written notice of these changes.
- 5.2 If we change this Agreement to your material detriment then we will notify you at least 30 days prior to the change. You may then end this Agreement by providing 30 days prior written notice to us which you must provide within 14 days of our original notice of change and if you do this, the changes shall not apply to you during the notice period. This clause 5.2 shall not apply where we have changed the Agreement to comply with applicable laws or regulations. The following shall be a material detriment for the purposes of this clause: (a) any increase in your UK standard monthly Charges of more than 10% in a 12 month period; (b) an increase in your monthly inclusive price plan Charges; or (c) following the Commencement Date a withdrawal of the core Services or an adverse change to the core Services.
- 5.3 Where we are unable to deliver fixed line services to more than 80% of your sites (as set out in the Order Form(s)), we shall provide notice pursuant to clause 5.1 or where applicable, pursuant to section 8 of the Service Terms. Following such notice, you may:
 - (a) end this Agreement by providing 30 days prior written notice to us which you must provide within 14 days of our original notice of change under clause 5.1 or section 8 of the Service Terms;
 - (b) elect to continue receiving only the mobile element of the Service by providing us with written notice within 14 days of our original notice of change; or
 - (c) continue receiving the mobile element of the Service and any fixed line Service that can be or has been delivered (where you have not provided notice under clause 5.3(a) or 5.3(b), this clause 5.3(c) shall apply).

- 5.4 Where clause 5.3(a), 5.3(b) or 5.3(c) apply, the Investment Fund shall be re-calculated and if any outstanding balance cannot be set-off by Vodafone, you shall pay us the Investment Fund Repayment.
- 5.5 Where you provide notice under clause 5.3 (b):
 - (a) we shall have no further obligation to provide any fixed line Services under this Agreement;
 - (b) the Charges payable by you in respect of the fixed element of the Service (as set out in the Order Form) shall no longer apply; and
 - (c) the Minimum Term shall be amended and replaced with a Minimum Term of either 24, 36 or 60 months (this shall be at your discretion and shall be set out in your notice pursuant to clause 5.3(b)).
- 5.6 Save as set out in clause 5, changes to this Agreement must be made by written agreement of both Parties.

6. Suspending the Services

- 6.1 We can suspend the Services: (a) to carry out necessary planned maintenance, modification or in the event of technical failure of the Network or Services; (b) to safeguard the security and integrity of the Network; (c) where it is necessary to comply with law or regulation (including any orders or directions given by emergency services, law enforcement or regulatory agencies) provided that in each case we shall keep all suspensions to a minimum.
- 6.2 We may suspend the Services if we reasonably believe that you are in breach of the Agreement.
- 6.3 We shall give you prior notice of any suspensions where reasonably practicable.

7. Ending this Agreement

- 7.1 Subject to clause 8, each party may end this Agreement in whole or in part by giving the other 30 days' notice in writing. Your notice must include your mobile and fixed line numbers and the signature of the account holder. You must pay the Charges during the notice period.
- 7.2 Each party may terminate this Agreement in whole or part with immediate effect (by serving written notice of termination to the other party): (a) if the other party becomes subject to an Insolvency Event; or (b) if the other party is in material breach of this Agreement (provided that where such breach is capable of remedy, the breaching party is given 30 days to rectify such breach from the date of the other party's notice of the breach).
- 7.3 If we are no longer authorised to provide the Services, for example, following termination of a contract between us and a third party supplier, we may terminate the affected Service(s) with immediate effect on written notice to you. If this happens, we shall credit you Charges paid in advance in relation to the terminated Service(s) for the period following termination without affecting your rights under clause 5.2.
Where you exercise your right to cancel Services in relation to a site (subject to and in accordance with section 8 of the Service Terms) then if we do not provide Services to any other site, you may end this Agreement by written notice to us.

8. Effects of Termination

- 8.1 Subject to clause 8.2 below, on termination of the Agreement (in whole or part), the following shall apply to all or part of the Agreement terminated: (a) we shall cease to provide the Services; (b) we will terminate access to the Network from the Equipment; (c) you will return the Equipment to us except where you have paid us the full amount for such Equipment; (d) you and your End Users shall stop using the Service(s) and Software (except Software which is embedded in Equipment which belongs to you) and return the Software to us (having removed all copies from your systems); (e) the Parties shall promptly return or destroy all Confidential Information (except one copy which is necessary to keep in order to ensure compliance with this Agreement), and provide written confirmation of this upon request; and (f) you shall immediately pay us all sums due, including any applicable Recovery Charge and any applicable Investment Fund Repayment.
- 8.2 On termination of this Agreement (in whole or in part) prior to the end of a Minimum Term:
 - (a) you shall pay us a Recovery Charge except where you terminate under clauses 5.2 or 5.3 or 7.2 or 14.4 or where we terminate under clauses 7.1 or 7.3 or 14.4; and
 - (b) where specified in the Order Form or applicable Commercial Terms, you 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 your Equipment less any initial payment you made towards it, multiplied by the number of months left in until the end of the Minimum Term.
- 8.3 If we require you to return any Equipment to us, we will at our option provide you with pre-paid packaging or arrange for collection. We may in certain circumstances need to visit the Premises to disconnect or recover the Equipment. If you do not provide the Equipment to us within 14 days of termination, we may continue to charge Charges (up to the value of the Equipment) until you have allowed us to recover the Equipment.
- 8.4 You may terminate an End User's use of the Services (without terminating this Agreement) by giving us 30 days' notice in writing. Where this occurs prior to the end of the Minimum Term or such End User's Term per New User, you will have to pay the Charges left for the rest of the Minimum Term or such End User's Term per New User.

9. Liability

- 9.1 Nothing in this Agreement restricts our liability for death or personal injury resulting from our negligence or for anything which cannot be restricted by law.
- 9.2 We are not liable under or in relation to this Agreement for: (i) any loss (whether direct or indirect) of profit, revenue, business, data, anticipated savings or goodwill; or (ii) any indirect or consequential losses, regardless of whether such losses were contemplated.
- 9.3 Subject to clause 9.2, our liability under or in relation to this Agreement is limited in total to 100% of the Charges paid or payable by you in the first twelve months of the Agreement, or if this Agreement has not been in place for 12 months, the average monthly Charges payable for the months from the Commencement Date of the Agreement to the date of the first claim, multiplied by 12.
- 9.4 Our commitments expressed in the Agreement are in lieu of all implied terms conditions and warranties which are excluded to the full extent permitted by law.
- 9.5 It is not possible to make fixed line calls using the Services if there is a power failure or a failure of your broadband connection although this will not prevent calls made from



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mobile devices. It is your responsibility to make your End Users aware of the contents of this clause 9.5.

10. Confidentiality

- 10.1 Each Party ("Receiving Party") shall keep confidential the Confidential Information of the other Party ("Disclosing Party") and not disclose the same to any other person except as permitted below.
- 10.2 A Receiving Party may disclose Confidential Information to any director, officer, employee, contractor, or adviser, of the Receiving Party where necessary to fulfil the purpose of this Agreement provided that the Receiving Party ensures those recipients comply with this clause 10. A Receiving Party may disclose Confidential Information where it is required to do so by law or to comply with a court order or request from a regulatory authority.
- 10.3 Confidential Information shall not include information that: (a) is publicly available other than through breach of this Agreement; (b) is lawfully in the possession of the Receiving Party before disclosure under this Agreement; (c) has been obtained from a third party who is free to disclose it; (d) is independently developed without access to the Confidential Information.
- 10.4 Upon written request, as soon as reasonably practicable, the Receiving Party shall return all Confidential Information (as far as technically reasonably possible) to the Disclosing Party. The Receiving Party may retain Confidential Information as required by law or as required for archive purposes. This Agreement will continue to apply to any retained Confidential Information.
- 10.5 The obligations in this clause 10 shall survive termination of this Agreement for a period of 3 years from the date of termination.

11. Data Protection

- 11.1 Both parties shall comply with applicable privacy law.
- 11.2 Where a party acting as data processor processes any personal data for and on behalf of the other party acting as data controller, then the data processor undertakes to the data controller that it shall: (a) comply with the provisions of the Seventh Principle of the Data Protection Act 1998; (b) only process such personal data for the purposes contemplated by this Agreement or with instructions from the data controller from time to time; and (c) not transfer such personal data outside of the European Economic Area without the prior written consent of the data controller.
- 11.3 We shall process personal data in accordance with our privacy policy at www.vodafone.co.uk/about-this-site/privacypolicy.
- 11.4 Where applicable, you shall inform your End Users of our processing of personal data and shall ensure that they have consented to such processing prior to using the Services.
- 11.5 You agree that where it is reasonably requested by a Partner, we may provide your billing and contact information to the relevant Partner for the purposes of management, calculating commissions and administration of the account.

12. Transferring this Agreement

- 12.1 Neither Party may transfer, novate, or assign this Agreement (in whole or in part) without the other Party's prior written consent, such consent not to be unreasonably withheld.
- 12.2 Despite clause 12.1, we may transfer, novate, or assign this Agreement (in whole or part) without your consent to: (a) a company within our Group; or (b) a debt collection agency where we have terminated this Agreement for your non-payment.
- 12.3 We may perform some or all of our obligations under this Agreement by using subcontractors.

13. Notices

- 13.1 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.

14. General

- 14.1 Unless expressly provided in this Agreement, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 14.2 If you or we fail to enforce our rights under this Agreement, it will not prevent you or us from taking further action.
- 14.3 You and we acknowledge that neither you nor we have entered this Agreement relying on any non-fraudulent statement which is not expressed in this Agreement.
- 14.4 Neither Party will be responsible or liable for the failure or delay in the performance of its obligations due to a cause beyond its reasonable control. Each Party may terminate this Agreement if the other Party is prevented from performing its obligations due to a cause beyond its reasonable control which continues for a period of 30 days or more.
- 14.5 You and we shall not make any public announcement regarding this Agreement unless we have agreed with you otherwise although we may include you in our generic list of customers which we may publish from time to time.
- 14.6 If you are a sole trader, a partnership, or some other organisation that is not a limited company, and you purchase Equipment from Vodafone and pay for such Equipment by instalments, your purchase of such Equipment may be covered by the Consumer Credit Act, which provides a customer with additional rights, including rights to terminate the purchase. Where this is relevant, we will provide you with the details.
- 14.7 This Agreement is under English law, unless you are a consumer and (a) you live in Scotland, in which case, it will be governed by Scots law; or (b) you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.

15. Definitions

Access Charge - In relation to the fixed line Service means the price per minute which we charge for connecting the call and in relation to other Services means, unless otherwise defined, the monthly or other periodic fee for transmitting and receiving communications on Connections across the Network including line rental charges.

Agreement – has the meaning given in clause 1.1.

AUP - Our acceptable use policy at <http://www.vodafone.co.uk/cs/groups/confifiles/documents/contentdocuments/vfcon058965.pdf> or as otherwise made available on our website.

Business Day - Any day which is not a Saturday, a Sunday or a public holiday in England.

Charges - Access Charges and Service Charges.

Commencement Date - the date that we start providing each of the Services to you, which shall be the earlier of: (i) the Activation Date; or (ii) the date on which we connect each of the Services or commence implementation of your order. Except for Target Spend Services, if you make further orders after the initial Commencement Date, the commencement date for the additional ordered Services shall be the date we begin to provide the additional Services and/or Equipment to you.

Commercial Terms – the document headed 'Customer Agreement' or 'Order Form' together with a Connection Schedule (if applicable) which details the commercial offer to you for the Services.

Confidential Information – Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, know-how, suppliers, customers, or products of the disclosing party disclosed by one party to the other party before or after the Commencement Date. Our Confidential Information includes passwords, PINs and security information which are used to access the Services.

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

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

Content Service Pass – A virtual pass to access content services as part of your price plan (where applicable).

Customer, you and yours – the contracting party set out in the Commercial Terms.

Customer Equipment – Anything (including hardware, software, peripherals, cables and media) not supplied by us to you which you use to access the Services.

End User – An individual end user of the Equipment and/or Services (who is your employee or contractor) under this Agreement.

Equipment - Any tangible material, but not a SIM Card, supplied by us to you, or connected to the Network on your behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.

Insolvency Event – An event where the other party goes into liquidation, makes an arrangement with creditors, appoints a receiver or administrator, or has bankruptcy or insolvency proceedings brought against it; or suffers a similar event in any jurisdiction.

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

Internet over Ethernet – the dedicated internet access service provided by us through the Ethernet connection.

Investment Fund – the amount paid or payable by Vodafone as set out in the Order Form.

Investment Fund Repayment - The fee which is payable by the Customer pursuant to clause 5.4 of the General Terms 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.

MiniClient Service – a SIP based softphone service provided as part of One Net Collaboration which facilitates the integration of Skype for Business into your One Net Business or One Net office solution.

Minimum Term - the minimum term which you commit to receive the Services as measured from the Commencement Date, as stated in the Order Form (or Commercial Terms).

New User - an additional End User who starts using the services after the Commencement Date.

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

Network - The telecommunication systems we use to provide the Services.

Ofcom CLI Guidelines - means the guidelines for the provision of calling line identification facilities as set out here: <https://www.ofcom.gov.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification> and as may be amended from time to time.

One Net – refers to One Net Business, One Net Collaboration, One Net Office and / or One Net Express as specified in the Order Form.

One Net Business - the Vodafone service called One Net Business that integrates your fixed line and mobile voice services and fixed line data services, delivering a converged communications experience.

One Net Collaboration – the Vodafone service called One Net Collaboration that integrates Microsoft Office 365 and/or Skype for Business solutions into your One Net Business or One Net Office solution.

One Net Office – the Vodafone service called One Net Office that provides fixed line and voice services and fixed line data services delivering a converged communications experience.

One Net Express - the Vodafone service called One Net Express that provides enhanced voice and data features further details of which are set out in the One Net Express Service Terms.

Partner – a third party authorised by us in relation to the provision of Equipment and/or Services to you.

Premises - the address set out in the Order Form to which we provide the Services.

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.

Recovery Charge – The fee which is payable by the Customer pursuant to clause 8.2(a) of the General Terms where the Agreement terminates before or during the Minimum Term, which shall be calculated based on the Access Charge (or such other fee specified for these purposes in the Price Plan Guide) x number of months left in Minimum Term and/or as otherwise set out in the Price Plan Guide.

Suitability Test – A test to determine the suitability of the broadband available to your site from the local exchange to assess whether (in our opinion) the quality of access is sufficient for the deployment of the Services at that site.

Services – the services provided by us pursuant to this Agreement.



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Service Charges – all fees other than Access Charges which are payable by you for use of the Services including fees for Equipment, Software, Recovery Charges, usage charges and any 'one-off' charges.

Service Terms - A schedule that sets out service-specific information such as terms and conditions, specifications and other technical information.

SIM Card - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

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

Software - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by us or our licensors to you irrespective of how it is stored or executed.

Software Licence - The terms and conditions that prescribe: how you shall use Software; the rights of the Software owner/licensor; and rights of the Software user in relation to such Software, which may be provided as a 'click-through' or 'shrink-wrap' licence.

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

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

Term per New User - the Minimum Term of time that the Services shall be provided to a New User which shall be 24 months unless otherwise agreed.

Third Party Services – Those Services provided by third parties which are charged in addition to your inclusive price plan allowance. Third Party Services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside the UK.

Type 3/Type 4/Type 5 Presentation CLI - has the meaning defined in the Ofcom CLI Guidelines.

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

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

Vodafone Group – Vodafone Group Plc, Vodafone and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital, and any partner market listed on the investor relations page at www.vodafone.com.



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1. Ordering and Delivery

- 1.1 An Order Form for Equipment and/or Services is binding when we have accepted it by giving you written confirmation or, if we don't provide you with written confirmation, when we connect the Services or commence implementation of the Order Form.
- 1.2 Any dates we give you are estimates only and time is not of the essence in relation to such dates.
- 1.3 We will deliver applicable Equipment and SIM Cards to the Premises.
- 1.4 Our supply of Equipment is subject to availability.
- 1.5 If you commit to a minimum number of Connections and/or Sites and you do not meet that commitment, we may charge you in respect of the committed Connections and Sites.

2. Our Provision of the Services

- 2.1 We will use reasonable efforts to correct reported faults inherent in the Services and/or Equipment as soon as possible. If we carry out work in response to a fault in the Services and/or Equipment reported by you and following such work we determine that there is no fault found in the Services and/or Equipment or that the fault was due to your act or omission, then we shall be entitled to charge you for site visit and any remedial work carried out.
- 2.2 For certain Services we may need to conduct a survey to ensure the Premises are suitable to receive certain Services. If we need to conduct the survey at the Premises, additional Charges may apply but we will notify you if this is the case.

3. Your use of the Equipment and Services

- 3.1 You agree to provide us with any information reasonably requested by us to enable us to provide the Services as your failure to do so may prevent or delay our provision of the Equipment and/or Services.
- 3.2 You may supply the Equipment and Services to your End Users provided you ensure their compliance with the Agreement but you cannot make the Equipment and Services available to any other person or use the same on behalf of any other person.
- 3.3 You undertake to keep the Equipment (other than mobile devices) at your Premises and not move, modify, interfere with or prejudice our rights in Equipment or Services (including any Software and/or integral safety features) in any way unless it is with our permission and in accordance with any instructions we may give.
- 3.4 You are responsible for your Customer Equipment which you must ensure is compatible for use with the Services.
- 3.5 You must only use Equipment which we supply, an authorised third party supplies on our behalf or which we have approved as compatible with the Network.

4. Changing the Services and/or your use of Services

- 4.1 New Users will be subject to a Term per New User unless we agree otherwise with you in writing. If the Agreement is terminated before the end of a New User's Term per New User you will be obliged to pay the outstanding Charges relating to that New User and the monthly Charges until the end of that New User's Term per New User.
- 4.2 If during the Minimum Term you wish to change any of the Services or sites to which we supply One Net Business then you must notify us of this request in writing. We will carry out a Site Survey and Suitability Test in accordance with Section 8. You will be charged the following Charges for office moves, dependent upon the number of End Users at the relevant site:

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

- 4.3 Ethernet office moves are also subject to a £2,000 install Charge in addition to the Charge set out in the above table. If you are within 12 months of the Commencement Date, you 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.
- 4.4 Where your solution requires major or complex changes to its configuration, we 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, we will consult with you and make you aware of any proposed charges.
- 4.5 Where the proposed Services include broadband, this Section 4.5 shall apply. If the broadband at the proposed new site is not sufficient following the Suitability Test then you have 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 you terminate in respect of the moving site then termination fees will apply in accordance with clause 8.2.
- 4.6 End User tariff changes (including the addition or removal of additional services) are not allowed within 30 days of a previous tariff change. You are not permitted to move an End User from the 'Flat rate Option' price plan to the 'Pence Per Minute' price plan.
- 4.7 If you order a service other than One Net (for example Blackberry BES), additional Service Terms may apply in respect of the new services.

5. Loss and Damage to Equipment

- 5.1 If Equipment or SIM Cards are lost or damaged before we have delivered them to your Premises, we will repair or replace these at our cost provided you tell us of any damage within 5 Business Days of receipt and notify us of loss if you have not received your Order Form within 10 Business Days of our confirmation of the Order Form. If we have not delivered the right Equipment and/or SIM Cards you must tell us within 5 Business Days of receipt and we will remedy the error at our cost.
- 5.2 Once we have delivered Equipment or SIM Cards to you at your Premises you shall take the risk of loss or damage to the Equipment and/or SIM Cards which we have delivered (except where it can be shown that such loss or damage was caused by our negligence or due to fair wear and tear).
- 5.3 If your SIM Card or Equipment is lost or stolen after we have delivered it to you, you must tell us as soon as possible so that we can prevent further use on it. You must pay for all Charges due until you tell us. You must also continue to pay the Access Charges and

Service Charges until this Agreement has ended as described in clause 7 of the General Terms.

6. Equipment Warranty

- 6.1 If we sell you Equipment as part of the Services we warrant that such Equipment (excluding any Software) will be materially free from inherent defects for 12 months following the date of the Order Form or such longer period as we may from time to time publish on our website. If such Equipment becomes faulty within the warranty period, you may return the Equipment to us at our cost and we will repair or replace (at our option) the Equipment within 28 days. Our obligations in this section 6 do not apply if you have damaged the Equipment or caused the Equipment to become faulty or if the Equipment becomes faulty outside the warranty period.

7. Site Access

- 7.1 You grant us, our subcontractors and agents access to the Premises and agree to provide us with such facilities and information as we reasonably require for or in connection with our performance of Services (including where necessary access outside normal working hours). The permissions granted in this section 7.1 shall continue in force after termination of this Agreement until such time as all Equipment at your Premises has been returned to us.
- 7.2 If our provision of Services involves access to Customer Equipment, you warrant and undertake that you have full authority to permit us to perform those Services and agree to indemnify us against any and all liability and costs which we suffer if you breach such warranty.
- 7.3 You will ensure the Premises provides a safe working environment for our personnel and a suitable environment for the housing of any Equipment which are used as part of or in conjunction with the Services.

8. Site Surveys

- 8.1 Where we have carried out a Site Survey we will provide you 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 we are unable to provide the Services to you.
- 8.2 If the Site Survey reveals that remediation work is required you shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which we provide Services) by giving us written notice within 14 days from the date we inform you of the Site Survey results. Where you decide to cancel this Agreement and the cost of the remediation work is estimated as less than £500 (excluding VAT) we shall be entitled to charge you £500 (plus VAT) for carrying out the Site Survey of that site.
- 8.3 We 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 we will notify you of this, in which event this Agreement shall automatically terminate in respect of the site (but not for any other sites to which we provide Services). Alternatively you may have the option to upgrade to Ethernet for additional Charges to be agreed between the parties.
- 8.4 Following completion of the Site Survey and Suitability Test, we shall give you 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 our initial estimate of the same provided to you at the time of the Order Form then you shall be entitled to cancel this Agreement in respect of Services for that site (but not for any other sites to which we provide Services) by giving us written notice within 14 days from the date we inform you of the Site Survey results.
- 8.5 We may in our absolute discretion reject any notice to cancel under Sections 8.2 or 8.4 which is served after the 14 day notice period or allow you 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.

9. Call Limits, Deposits And Part Payments

- 9.1 We may set a limit on the amount of Charges you 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 we refer to as a call limit. We may agree to increase or remove the call limit after making credit checks. You may be able to go over your call limit, but if this happens, you must pay all Charges. We may not provide Equipment and/or Services to you if to do so would result in you exceeding your credit limit or if the credit limit is already exceeded.
- 9.2 We may ask you for a deposit:
 - (a) when we connect your SIM Card;
 - (b) to increase or remove your call limit;
 - (c) if you increase how much you use the Services; or
 - (d) to unblock your SIM Card from contacting international numbers, using overseas networks or making premium-rate calls.
- 9.3 You can ask for a refund of your deposit at any time, but we may reduce your call limit if you do. We can use the deposit to pay off any Charges you owe us. When this Agreement comes to an end, we will repay any deposit you have given us less any money you owe us. We will not pay any interest on any deposit we take from you.
- 9.4 If there is a significant increase in your usage between bills, we may contact you. We may need a part payment from you so you can continue to use the Services.
- 9.5 Where your usage exceeds limits imposed on us by our third party suppliers (e.g. BT), we shall be entitled to charge you the additional costs we incur as a result of such usage.

10. Internet over Ethernet

- 10.1 For Internet over Ethernet we will set up and provide the Equipment necessary but we will not be responsible for configuring any equipment that uses the internet connection.
- 10.2 Our provision to you of the Internet over Ethernet Service is subject to our Internet Access Service Terms which shall be incorporated in and form part of the Agreement.

11. Additional Charges

- 11.1 Additional Charges may be applicable where you divert calls to numbers outside the Network or if we provide you with additional numbers for call routing. These Charges will be as set out in the Price Plan Guide.

12. Number Porting and Allocation

- 12.1 If you Port an existing landline number to the One Net Express Service, we will transfer the number across in accordance with industry standard timescales. Where the existing



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number is part of a block of numbers which we are required to take, we may charge a nominal fee for the inactive numbers in the block.

- 12.2 If we provide you with a virtual land line number which you want to Port to another operator on termination of the One Net Express Service, we can only transfer this number to an IPX provider.
- 12.3 We cannot guarantee the availability of specific numbers however we will allocate to you a number having the local area code of your choice if it is available.
- 12.4 If you need to transfer fixed line numbers from other networks to us you 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.

13. Voicemail

- 13.1 You acknowledge that where more than one End User uses call-routing with virtual land lines, calls may transfer to voice mailboxes of other End Users.

14. Presentation Numbers

- 14.1 Customer shall comply with the Ofcom CLI Guidelines in relation to the use of geographic presentation numbers on outgoing calls which shall include but not be limited to ensuring that the Type 3/Type 4/Type 5 Presentation CLI displayed by Customer shall meet the following requirements:
 - (a) It shall be a dialable number;
 - (b) it shall be allocated to Customer or a third party, provided that where allocated to a third party, such party's permission must have been obtained by Customer; and
 - (c) it must not be a number that connects to a premium rate service or to a revenue sharing number that generates an excessive or unexpected call charge.
- 14.2 Customer acknowledges that, unless otherwise agreed, on calls to emergency services the CLI that is used to locate the caller identifies the point of ingress into the PSTN rather than the Type 3 Presentation CLI being used. Accordingly, where calls are broken out to the PSTN in a location remote from the originating caller, Customer acknowledges that the emergency services may not automatically be able to identify the location from where the call was made.
- 14.3 Customer agrees to indemnify, keep indemnified and hold harmless Vodafone from and against any actions, fines, losses (including without limitation any loss or damage to Vodafone's goodwill and/or reputation), liabilities, claims, demands, costs, expenses, whether or not the aforementioned was foreseeable, that arise from Customer's non-compliance with this clause 14 (Presentation Numbers).

15. Console and MiniClient Service

- 15.1 You acknowledge that the operation of the Console Service and/or MiniClient Service involves the opening of certain ports on your firewall systems.
- 15.2 You acknowledge that we cannot know the security implications of opening up ports on your firewall systems and that it is solely your responsibility to satisfy yourself as to the security of your own systems and to monitor activity on your firewall.
- 15.3 We do not accept responsibility or liability if your 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.