

# One Net Fixed Line Service Terms



## 1. General

1.1 These Fixed Line Service Terms should be read in conjunction with the Commercial Terms, General Terms and other applicable parts of this Agreement.

1.2 **Fixed Line Service:** the term "Service" or "Services" in these Fixed Line Service Terms means the fixed line voice service and/or fixed line data services provided under this Agreement.

## 2. Commencement and Delivery

2.1 **Service Term:** The Commencement Date, Minimum Term and Renewal Term for each Service are set out in the Commercial Terms and/or the Orders.

2.2 **Agreed Delivery Date:** Vodafone shall use reasonable endeavours to deliver a Service by the Agreed Delivery Date. If Customer requests a change before delivery of the Services, Vodafone shall either adjust or cancel the applicable Service subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

2.3 **Correction:** Customer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

2.4 **Expedited Delivery:** If expedited delivery is available under the General Terms, then when requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional charges). Service Levels do not apply to an expedited delivery date.

2.5 **Customer Delays:** If a Customer's act or omission delays the Service Commencement Date, then Vodafone may start billing monthly recurring charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs) that result from the delay. Examples of Customer delays are Customer's failure to: (a) provide complete or accurate information, access, or assistance as reasonably required, (b) complete necessary works resulting from a Site Survey or (c) procure and maintain Mandatory Accompanying Services or Technical Prerequisites. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Service and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date.

2.6 **Freeze Periods:** Vodafone may delay the implementation of Services or changes to Services during Freeze Periods if in Vodafone's reasonable opinion there is a material risk of disruption to the Services or services provided to its other customers.

## 3. Fixed Service Equipment terms

3.1 **Vodafone-Owned Equipment:** The following will apply where Vodafone provides Fixed Equipment for Customer's use with a Service:

(a) **Title:** Title to the Fixed Equipment at all times belongs with Vodafone, its suppliers or subcontractors.

(b) **Vodafone Obligations:** Vodafone will be responsible for the installation, maintenance, performance, change requests and compatibility of the Fixed Equipment with the Services.

(c) **Customer Obligations:** Customer agrees to:

- (i) provide secure storage for Fixed Equipment that is sent to Customer Sites prior to installation;
- (ii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions;
- (iii) allow only Vodafone's authorised representatives to add to, modify, inspect, test or or alter the Fixed Equipment (either on Customer Site or remotely);

(iv) adequately insure for, and notify Vodafone immediately of, loss or damage to the Fixed Equipment;

(v) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;

(vi) return the Fixed Equipment to Vodafone upon termination of the Service or upon its replacement by Vodafone and if requested by Vodafone, store the Fixed Equipment for up to three months; and

(vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Customer Sites and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection).

3.2 **Customer Equipment:** Where Customer provides Customer Equipment for use with a Service:

(a) Customer shall (and Customer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

(i) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;

(ii) maintain the Customer Equipment; and

(iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service.

(b) Customer warrants and undertakes that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment and Customer agrees to indemnify Vodafone against any and all liability and costs which Vodafone suffers if Customer breaches such warranty.

## 4. Customer Sites

4.1 **Customer Obligations:** For the purposes of preparing for and delivery of the Services, Customer shall:

(a) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;

(b) prepare the Customer Site for the Services in accordance with Vodafone's instructions;

(c) allow and/or have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:

(i) access the Customer Sites, and any Customer Equipment, or Equipment, and third party property located there as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Customer Sites or outside) and providing, and preparing for the provision of, the Services) and including access outside Working Hours; and

(ii) ensure that Customer Sites are safe and have a suitable working environment.

**Vodafone Obligations:** Vodafone shall: (i) comply with any reasonable Customer access and security procedures for Customer Sites which are made known to it; and (ii) carry out installation and maintenance work during Working Hours (where such work does not involve any suspension of the Services), or carry out such works outside of Working Hours where Customer requests this or where Vodafone is unable to carry out such works during Working Hours for reasons outside of Vodafone's control (additional charges may apply in these circumstances).



## 5. Third Party Providers

5.1 **General:** Services may be provided by a Third Party Provider. Terms and conditions relevant to those Services are set out in the Service Terms. If a Third Party Provider terminates Customer's right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.

5.2 **Third Party Provider Agreements:** Third Party Provider terms will be set out in a separate agreement directly between Customer and the Third Party Provider (including, if relevant, shrink-wrap or click through agreements). If Customer fails to accept the Third Party Provider's terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver. Customer may request Vodafone to act as its agent for the purposes of managing the Third Party Provider, including for placing orders, reporting faults, incidents or problems, receiving invoices from, and making payments to, a Third Party Provider.

5.3 **Incumbent Providers:** If an Incumbent Provider is unable, declines, or ceases to provide, a required Service, Vodafone will terminate the affected Service(s) and neither Party will be liable to the other as a result of this termination. Vodafone is not responsible for delays caused by Incumbent Providers.

## 6. Conditions of Use

6.1 **Mandatory Accompanying Services:** If Mandatory Accompanying Services apply to a Service, Customer shall maintain the Mandatory Accompanying Services over the Term, but may elect for those services to either be supplied and managed by Vodafone or by a Third Party Provider unless otherwise specified in this Agreement. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

6.2 **Security Obligations:** If relevant to the Service, Customer shall: (a) design, implement, manage and archive configuration of internal IP protocols, LAN information and access lists; and (b) provide reasonable security on Customer's private networks to limit misuse of or threat to the Service or Network; and (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls.

6.3 **Emergency Services:** Where a Service places calls using the internet, Customer shall:

- (a) provide Vodafone with complete and accurate Customer Site address information;
- (b) give Vodafone at least 10 days' notice of any change to the location of any such handset and to any change to the relevant Customer Site address information;
- (c) make Users accessing the Service via a soft client aware that Vodafone will be unable to automatically determine their location if they make an emergency services call using the Services; and
- (d) ensure that such Users provide their location details in the event that they make an emergency services call using the Services.

## 7. Telephone Numbers

7.1 **Allocation:** Vodafone shall allocate telephone numbers to Customer for Customer's use of the Services. Vodafone may reallocate or change such telephone numbers as a result of Applicable Law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to Customer, and may withdraw such telephone numbers where Customer or User fails to comply with this Agreement.

7.2 **Rights:** Subject to the provisions of any Applicable Law, regulation or licence condition, Customer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. Customer shall have no trade name right in any telephone number that Vodafone allocates to it

nor any trade name right that may develop in any telephone number allocated to it.

7.3

**Porting:** Vodafone shall (where applicable) provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. Where mobile or fixed line telephone numbers are to be transferred to Vodafone, then Customer shall complete and send the porting authority letters that Vodafone provides.