

# Fixed Service Terms

Business Customers



## 1. General

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

## 2. Fixed Service Equipment terms

**2.1 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 to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Customer in respect of Vodafone Software as set out in the Service Specific Terms).
- (b) **Vodafone Obligations:** Vodafone will, to the extent set out in the Service Specific Terms, 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 and Applicable Law;
  - (iii) allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Customer Site or remotely);
  - (iv) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach 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;
  - (vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Customer Sites and in the case of CPE, patch cords and cabling and provide Vodafone with 10 Working Days' notice of any known disruptive event (such as power disconnection); and
  - (viii) specifically in relation to CPE:
    - (A) appoint a local security representative to ensure the physical security of the CPE, grant access to approved authorised personnel only and conduct routine physical checks, which will include, ensuring that tamper evident labels remain intact; and
    - (B) ensure that the physical environment in which the CPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) CPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the CPE; and (ii) if the CPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Customer, with access only available with prior approval from Customer's local security representative.

**2.2 Customer Equipment:** Where Customer provides Customer Equipment for use with a Service, Customer shall (and Customer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

- (a) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;
- (b) maintain the Customer Equipment including prompt installation of security patches and updates;
- (c) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and
- (d) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment.

**2.3 Equipment Indemnity:** Customer shall indemnify Vodafone against:

- (a) any loss of or damage to any Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of Customer, its employees, agents or subcontractors; and
- (b) any and all liability and costs which Vodafone suffers if Customer breaches 2.1(c) above.

## 3. Customer Sites

**3.1 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 carry out, 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.

**3.2 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).

**3.3 Ancillary Charges:** Vodafone may charge Customer for Ancillary Charges or any additional costs Vodafone incurs as a result of any breach of the above Customer Obligations.

## 4. Third-Party Providers

**4.1 General:** Services may be provided by a Third-Party Provider. 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.

**4.2 Third Party Provider Agreements:** Third Party Provider terms will either be set out in a separate agreement directly between Customer and the Third Party Provider (including, if relevant, shrink-wrap or click through agreements), or set out in the Service Specific Terms. 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.

**4.3 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.

**4.4 Planned or unplanned Service changes by Third Party Providers:** Openreach, KCOM and Virgin Media (each a Third Party Provider) are withdrawing the Public Switched Telephone Network (PSTN) and Integrated Services Digital Network (ISDN) technology, such withdrawal to be complete by December 2025 or later date as published or notified by a Third Party Provider. Where circumstances set out in this clause 4.4 arise, Vodafone is entitled to move the Customer from legacy PSTN or ISDN to FTTP or SoGEA (or a suitable alternative technology) at the relevant time.

## 5. Conditions of Use

**5.1 Mandatory Accompanying Services:** If Mandatory Accompanying Services apply to a Service, Customer shall maintain the Mandatory Accompanying Services during the Minimum Term and any applicable Renewal Term(s), 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. Emergency Services

**6.1 General:** In the event of a power cut or failure affecting Customer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Customer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 6.3).

**6.2 Customer obligations:** Customer shall:

- (a) provide Vodafone with complete and accurate Customer Site full postal address information where the CPE is located;
- (b) give Vodafone at least 30 days' written notice of any change to the location of any CPE/ Fixed Equipment and to any change to the relevant Customer Site address information; and
- (c) Customer acknowledges that any failure to provide the information required may render emergency services unable to identify Users' location.

**6.3 Calls using the internet:** Additionally, where a Service places calls using the internet, Customer shall:



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- (a) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services;
- (b) ensure that such Users provide their location details in the event that they make an emergency services call using the Services;
- (c) provide their registered address, where a Customer or User will make calls over the internet including if there are multiple addresses where such calls will be made, and keep information on all such locations up to date.

6.4 In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

### 7. Relocation

7.1 **General:** Vodafone may require:

- (a) Customer Equipment located in a Data Centre or;
- (b) Customer hosted data in a specific Data Centre specified in the Agreement to be relocated. Such relocation may be within the same Data Centre or to another Data Centre.

7.2 **Vodafone Obligations:** In relation to a request under clause 7.1, Vodafone shall:

- (a) provide no less than three months' notice to the Customer; and
- (b) pay all pre-agreed reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment if the Customer is within the Minimum Term for the affected element of the Service.

7.3 Vodafone will, when specifying the timescale for any relocation of the Customer Equipment or hosted data, use reasonable endeavours to consult with the Customer to minimise the disruption to the Service.

7.4 **Customer Obligations:** Customer shall cooperate with Vodafone requests under this clause 7 in a timely fashion.

### 8. Broadband Speed:

8.1 Where Customer has a Broadband Service, speeds will be detailed in the Order. Speeds may vary significantly and depend on a number of factors, including your location and how many people are using the network simultaneously. Broadband speeds are also dependent on all equipment meeting minimum specifications, being fully functional and working at full speed. Other factors can also impact internet speeds.

8.2 The Service Specific Terms for the Broadband Service will detail service levels when they apply and any redress with respect to the Broadband Service.

### 9. Fixed Definitions

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

<b>Ancillary Charges</b>	ancillary, excess, construction or miscellaneous Charges necessary for the provision and support of the Service. A non-exhaustive list of the relevant Ancillary Charges are set out here: <a href="http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf">http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf</a> as maybe updated from time to time.
<b>Broadband Service</b>	means any service which is capable of supporting an always-on connection at a fixed location that provides data at speeds greater than a dial-up connection, including all DSL services, fibre based services and services provided over a cable network.
<b>CPE (customer premises equipment)</b>	Fixed Equipment on Customer Site.
<b>Data Centre</b>	a Vodafone or Vodafone-selected third-party data centre(s), where Vodafone provides Customer with cloud or hosting Services.
<b>Fixed Equipment</b>	hardware, Vodafone Software, CPE 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.
<b>Installation Charges</b>	the Charge for installation of the Services at a Customer Site as detailed in an Order or the Commercial Terms.
<b>Mandatory Accompanying Services</b>	any mandatory accompanying services specified in the Service Specific Terms relating to a Service.
<b>Site Survey</b>	a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services at that Customer Site.