

# General Terms

## Enterprise Customers



These General Terms apply to Customers who have more than ten (10) Connections or employees at the Agreement Start Date.

### 1. Structure

1.1 The Agreement consists of: (1) each set of Commercial Terms; (2) the Service Specific Terms; (3) the Mobility Service Terms and/or Fixed Service Terms, as applicable; (4) any applicable Price Plan Guide(s); (5) these General Terms; (6) any applicable Orders; (7) the Standard List Price and any other document expressly referred to in this Agreement; which apply in this decreasing order of precedence.

### 2. Duration

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

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

2.3 **Minimum Term:** Each Service will continue for its specified Minimum Term and thereafter for any Renewal Term(s) 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 as otherwise 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 despatch 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 (including any tools provided by Vodafone) or any applicable NRA for the purposes of the Services or continued use of the Services. Customer shall ensure that such information is complete and accurate at all times.

3.4 **Additional Service Recipient:** If Customer wishes to add Additional Service Recipients, then Customer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.

3.5 **Authorised Users:** Access by Customer to the Services and Equipment is limited to authorised Users. Customer is responsible for ensuring Users' compliance with this Agreement. If Vodafone provides each authorised User with User Details, Customer is responsible for: (a) the security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. 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.

3.6 **Third parties:** Customer shall ensure that the Users and Additional Service Recipients 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 and Additional Service Recipients 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.

3.7 **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.

3.8 **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. Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

3.9 **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.

3.10 **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 without any liability to Customer and Customer shall reimburse Vodafone for any increased costs Vodafone incurs.

3.11 **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. Vodafone and Customer shall co-operate in good faith in their performance under this Agreement.

3.12 **Cost of Investigations:** Customer shall reimburse Vodafone for reasonable costs and expenses Vodafone incurs investigating (including where no fault is found) and rectifying any issue with the Services or Equipment, 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.

3.13 **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.

3.14 **Security:** Customer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Customer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Vodafone Equipment or Services.

3.15 **Telephone Number Allocation:** Vodafone shall allocate telephone numbers to Customer for Customer's use of the Services. Vodafone may reallocate, withdraw 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.

3.16 **Porting:** If Customer decides to port a telephone number allocated to Customer by Vodafone, Vodafone shall transfer Customer's telephone numbers to Customer's nominated network operator for Customer's use according to Applicable Law and regulation.

### 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 10 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 (excluding title to any Vodafone Software) shall only 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 and/or invalidate the manufacturer's warranty.

4.5 **End of life:** Vodafone may, on provision of reasonable notice, replace or retire the Equipment. Vodafone may provide the Customer with replacement Equipment which provide equivalent or improved functionality to the extent that alternatives are available, such Equipment refresh being subject to clause 12. Vodafone will not be liable for Customer's use of Equipment where Customer has not installed updates or followed Vodafone's reasonable recommendations regarding Equipment (including for any failures), and will not have any maintenance obligations.

4.6 **Equipment Warranty:** 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.



## 4.7 Faulty Equipment and returns:

(a) If Equipment becomes faulty within 14 calendar days of delivery, Customer may return the Equipment to Vodafone for replacement in accordance with Vodafone's instructions.

(b) Following the initial 14 calendar days from date of delivery, if Equipment becomes faulty within the manufacturer's warranty period due to an inherent defect in the Equipment;

(i) where Equipment is covered by the Recovery Policy, Customer may return the Equipment to Vodafone (at Vodafone's cost) and Vodafone shall repair or replace the Equipment in accordance with the Recovery Policy; or

(ii) Customer may notify the manufacturer directly and the manufacturer shall either repair or replace the Equipment (at its sole discretion) in accordance with its warranty. Out-of-warranty repairs may also be available in accordance with the Recovery Policy.

## 5. General Software terms

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

**5.2 Equipment and Service Software:** Customer will comply with any licence agreement relating to Vodafone Software or Third Party Provider terms 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 Software required in order for the Services to be performed, Vodafone will be excused from performing any Services relying on such Software. Where Software is subject to a Software licence, the terms of the Software licence shall comprise Customer's sole rights and remedies.

## 6. Intellectual Property Rights

**6.1 Licence:** Subject to clauses 5.2 and 6.2, Vodafone and Customer each respectively grant, or shall procure the grant, to the Customer and Additional Service Recipients, or the Vodafone Group Companies a licence to use any Intellectual Property Rights owned by it or by a Group Company (including in Vodafone Software), to the extent that such licence is required by the other Party in order to fulfil its obligations or receive the benefits under this Agreement.

**6.2 Licence terms:** Each licence is granted on the basis that: (a) it is not transferable, not sub-licensable and non-exclusive; (b) the beneficiary of the licence shall not, in relation to the relevant material, copy, modify, reverse engineer, adapt, translate, decompile, disassemble or correct errors, save to the extent that it cannot be prevented under Applicable Law; and (c) each licence starts as necessary for the performance or receipt of the Services and ends when the applicable Service ends.

## 7. Indemnity – Intellectual Property Rights

**7.1 Indemnity for third party claim:** Subject to clause 5.2 and clauses 7.2 to 7.4 (inclusive), Vodafone shall defend and indemnify Customer for amounts payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from use by Customer of the Services.

**7.2 Indemnity process for third party claim:** In relation to any such third party claim Customer shall: (i) promptly notify Vodafone and provide full written details of any actual or potential claim; (ii) not admit liability or take any action which may prejudice defence of the claim; (iii) not admit or settle the claim without Vodafone's prior written consent (which Vodafone may not unreasonably withhold or delay); (iv) give Vodafone sole conduct of the defence of the claim; (v) give Vodafone all reasonable assistance to contest or defend the claim (and Vodafone shall meet reasonable associated costs); (vi) mitigate its losses; and (vii) give Vodafone all reasonable assistance in allowing Vodafone to make modifications to the Services to avoid potential infringement of the third party's Intellectual Property Rights.

**7.3 Indemnity restrictions for third party claim:** Vodafone has no liability in relation to any such third party claim and Customer is responsible for amounts payable to the third party attributable to: (i) the use of materials provided by Customer in connection with the Services; (ii) Vodafone's compliance with Customer's design requirements or other instructions given by Customer to Vodafone; (iii) the combination of the Services with products or services not provided by or authorised by Vodafone; (iv) Customer's failure to follow Vodafone's instructions in relation to the Services; (v) unauthorised Customer modifications to the Services or Equipment; (vi) Customer's failure to adopt modifications made by Vodafone to the Services to avoid potential infringement of the third party's Intellectual Property Rights; or (vii) Customer's breach of the indemnity process for third party claims or any other breach of this Agreement.

**7.4 Indemnity Limitations:** If Vodafone sources Equipment from a third party manufacturer or reseller, Vodafone shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Vodafone's liability to Customer in respect of third party claims for infringement of Intellectual Property Rights in the Equipment will not exceed the liability of the third party manufacturer or reseller to Vodafone.

**Sole Remedy:** the indemnities within this clause 7 shall be Customer's sole contractual remedy in relation to any claim covered by the relevant indemnity.

## 8. TUPE Regulations

**8.1 No transfer:** The Parties:

(a) do not believe that the commencement of this Agreement, or the commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) will give rise to a "relevant transfer" within the meaning of the TUPE Regulations; and

(b) do not intend as a result of this Agreement, or commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) that the employment (or related rights and liabilities) of any current or former employee shall transfer in accordance with the TUPE Regulations; between (a) Vodafone and/or its Group Companies and/or sub-contractors or suppliers, and (b) Customer and/or its Group Companies and/or sub-contractors and/or suppliers.

**8.2 Indemnity:** If, contrary to the intention of the Parties, it is found, alleged or claimed that the employment of any individual employed or previously employed by a Party or any of its Group Companies, sub-contractors, or suppliers ("Former Employer") nonetheless transfers to the other Party, or any of its Group Companies, sub-contractors or suppliers ("Receiving Party") pursuant to the TUPE Regulations then:

(a) the Receiving Party shall notify the Former Employer of that finding, allegation or claim as soon as reasonably practicable after becoming aware of it; and

(b) the Former Employer will indemnify the Receiving Party in relation to any costs, claims, liabilities and expenses (including reasonable legal expenses) which the Receiving Party may suffer or incur arising out of, in connection with or as a result of any such claim including but not limited to (a) any claim arising from any of the Former Employer's acts or omissions in relation to any such individual before the date of transfer; (b) any claim arising from any failure by the Former Employer to comply with its obligations under the TUPE Regulations; and (c) any claim arising from the termination of employment of any such individual including by the Receiving Party or on or after the transfer date; (d) any liability to pay salary or any other benefit or emolument and to account for any payments to HM Revenue and Customs in respect of any such individual up to and including the date on which such individual's employment is terminated.

## 9. Payment and Tax

**9.1 Charges and invoices:** Unless expressed otherwise in the Commercial Terms, Charges shall be invoiced by Vodafone as follows:

(a) **Access Fees / Recurring Charges:** monthly or annually (as may be applicable) in advance.

(b) **One-Off Charges:**

(i) On the first invoice after the applicable Service, Service Element, Configuration Change or Equipment is ordered; or

(ii) As incurred by Vodafone and agreed in advance with Customer.

(c) **Accrual of Charges:** except for Installation, maintenance or other specified Charges which are payable on acceptance of an Order by Vodafone, Charges for each Service shall start to accrue on the Service Commencement Date and Vodafone shall be entitled to invoice Customer for those Charges in the month following the Service Commencement Date irrespective of whether any traffic has been routed through the Service.

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 pounds sterling. Any Charges not specified in the Agreement shall be at the Standard List Price. Rounding and minimum charges apply, as set out in the Commercial Terms and/or the applicable Price Plan Guide.

**9.2 Payment:** Subject to clause 9.3, Customer shall pay the Charges without offset by the Due Date.

**9.3 Invoice disputes:** Customer shall only dispute an invoice by notifying Vodafone within 15 Working Days 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 endeavour to issue a credit or Customer shall make payment (as appropriate).

**9.4 Late payment:** If Customer does not pay the Charges by the Due Date, and has not raised a dispute in accordance with clause 9.3, Vodafone may, take any or all of the following actions until paid in full (including interest): (i) charge interest on the unpaid amount at 4% per annum above the base rate of the Bank of England; (ii) withhold any sums owing to Customer by Vodafone (including Subsidy); (iii) set-off any sums currently owing to Customer by Vodafone against the unpaid Charges; (iv) charge reasonable administration costs; and (v) and take action under clauses 16.1 and/or 17.4. Vodafone shall contact Customer's accounts payable department (or other contact advised to Vodafone in writing) to request payment.

**9.5 Recovery Charge:** Except where Customer validly terminates this Agreement or a Service in accordance with clause 12.3, 17.2 or 17.3, if this Agreement or a Service is terminated (i) prior to the Service Commencement Date or expiry of a Minimum Term or

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Renewal Term(s), or (ii) a Minimum Term expires before Customer achieves the Target Spend (where applicable), Customer shall pay Vodafone a Recovery Charge.

**9.6 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.

### 10. Confidentiality

**10.1 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; and (e) and return or destroy it on termination of this Agreement other than where necessary to keep it for regulatory reasons in secure archives.

**10.2 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 or independently developed free of obligations of confidentiality; or (c) is received from a third party free of obligations of confidentiality.

**10.3 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.

### 11. Liability

**11.1 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.

**11.2 Liability cap:** Subject to clause 11.1, 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.

**11.3 Liability for third party claims under Applicable Privacy Law:** Subject to clause 11.1, 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 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.

### 12. Changing the Terms

**12.1 Changes in writing:** Save for any changes identified in this clause 12, any amendment to this Agreement will be in writing and executed by the Parties.

**12.2 Changes:** Vodafone:

(a) will, on an annual basis, apply 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. Any additional further increase to Charges shall be in accordance with clause 12.2(b) below.

(b) may change this Agreement (including changing or introducing new Charges or changing or withdrawing Services):

- (i) where required to comply with Applicable Law or regulation;
- (ii) due to a change in Vodafone's or a Third Party Provider's charges, out-payments, operations or services; or
- (iii) where Vodafone reasonably determines the change is needed to maintain or improve quality of the Service.

**12.3 Termination on change:** If a change under clauses 12.2(b)(ii) or 12.2(b)(iii) is materially detrimental to Customer (in the case of increase to Charges, any increase shall be measured on a cumulative basis per calendar year), Customer may terminate the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if Vodafone cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice. For the purposes of this clause, an increase to Customer's overall monthly invoice of

more than 10% (including any annual increase under 12.2(a)) shall amount to a material detriment. Customer shall not be entitled to any compensation as a result of exercising its rights under this clause.

**12.4 Notice of changes:** Vodafone shall provide Customer with as much advance notice as practicable of changes under clause 12.2(b)(ii) or 12.2(b)(iii) 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 obligated to notify Customer of a change under clause 12.2(a).

**12.5 Changes without notice:** Vodafone may update or withdraw its Services without notice only where such change (in Vodafone's reasonable opinion) does not cause Customer any detriment or where Customer does not regularly use that Service. Where applicable, Vodafone shall update the relevant Price Plan Guide.

### 13. Assignment

**13.1 Assignment:** Neither Party may assign, novate 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, novate or otherwise transfer any of its rights under this Agreement (without the consent of Customer) to any Vodafone Group Company or a debt collection agency where Vodafone has terminated this Agreement for Customer's non-payment of undisputed invoices.

**13.2 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.

### 14. Data Protection

**14.1** Both parties shall comply with Applicable Privacy Law.

**14.2** Vodafone (and their subcontractors) may Process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfillment /delivery; or (iv) customer service.

**14.3** 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.

**14.4** 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.

**14.5** 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.

**14.6** Where Vodafone is acting as a Data Processor, applicable terms shall be set out in the relevant Service Specific Terms.

**14.7** The personal information collected from Customer and/or Users will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify Customer's and/or User's identity. If fraud is detected, Customer and/or Users could be refused certain Services, finance, or employment. Further details of how information will be used by Vodafone and these fraud prevention agencies, and Customer's and/or User's data protection rights, can be found at [www.vodafone.co.uk/privacy/fraud-prevention](http://www.vodafone.co.uk/privacy/fraud-prevention).

**14.8 Interpretation and Definitions:** in this clause 14, any reference to "Vodafone may" is deemed to constitute: (a) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy Law; and (b) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).

### 15. Dispute Resolution

**15.1 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.

**15.2 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.

**15.3 Disputes:** If there is a dispute under this Agreement, both Parties shall use reasonable endeavours to resolve it. If the relevant Vodafone representative has been unable to resolve the issue to Customer's reasonable satisfaction, Customer may escalate the issue to a more senior representative within Vodafone, as reasonably determined by Vodafone.

**15.4 Legal Proceedings:** Neither Party shall issue any legal proceedings in relation to any dispute arising out of this Agreement until the earlier of the conclusion of the escalation procedure provided for in clause 15.3 or 3 months after the date the dispute was first referred to such escalation procedure. This shall not prevent either Party from



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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.

### 16. Suspension of Services

**16.1 Suspension:** Vodafone may suspend the Services (in whole or part), including provision of Equipment: (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 Customer breaches clause 3.8; (g) if Customer exceeds a credit limit on its account; or (h) if Vodafone has the right to terminate this Agreement.

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

**16.3 Suspension for Breach of Terms of Use:** Where Customer breaches clause 3.8 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 or Users in breach. If Customer breaches clause 3.8 a second time, Vodafone may take action under this Agreement without reference to this clause 16.3. Customer may be required to reimburse Vodafone for reasonable costs and expenses incurred by Vodafone in resuming the Service.

### 17. Termination

**17.1 Termination for convenience:** Unless stated otherwise in the Service Terms, either party shall have the right to terminate this Agreement in whole or in part by giving three months' written notice.

**17.2 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 trade 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; or (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).

**17.3 Termination due to Force Majeure:** 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 is the subject of a Force Majeure event for a continuous period exceeding 90 days.

**17.4 Other termination rights:** Vodafone may terminate this Agreement (in whole or in part) with immediate effect if Customer breaches clause 3.8 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.

**17.5 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. In the event Customer fails to return or make available for collection any Equipment, Vodafone reserves the right to recover the cost of such Equipment. Customer shall not be entitled to unused Subsidy after termination or from 3 calendar months prior to expiry of the Minimum Term.

### 18. General Provisions

**18.1 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.

**18.2 Notices:** All notices to either party under this Agreement shall be in writing and sent to the respective Parties' registered office. Alternatively, Vodafone may send written notice to Customer's main contact mobile telephone number (via text), or the email address as provided.

**18.3 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.

**18.4 Force Majeure:** If a Force Majeure event occurs, 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.

**18.5 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.

**18.6 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 agreed in writing by authorised individuals and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.

**18.7 Warranties:** Each Party warrants that it has full power and authority to enter into the Agreement and to perform its obligations under the Agreement.

**18.8 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.

**18.9 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.

**18.10 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 other Applicable Law.

**18.11 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.

### 19. General Definitions

19.1 Applicable to the General Terms or generic elements of the Commercial Terms:

<b>Access Fee</b>	a Recurring Charge payable by Customer for use of the Services on a monthly or annual basis as set out in the Commercial Terms and/or Order.
<b>Actual Spend</b>	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.
<b>Additional Service Recipients</b>	a Customer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.4 of the General Terms.
<b>Agreement</b>	this agreement, consisting of the documents set out in clause 1.1 of the General Terms.
<b>Agreement Start Date</b>	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 first of the Services and/or Equipment governed by this Agreement to Customer.
<b>Applicable Law</b>	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws 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.
<b>Applicable Privacy Law</b>	means the relevant data protection and privacy law, regulations (including the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
<b>AUP</b>	Vodafone's acceptable use policy set out at <a href="http://www.vodafone.com/business/AcceptableUsePolicy">www.vodafone.com/business/AcceptableUsePolicy</a> as updated by Vodafone from time to time.
<b>Charges</b>	the charges or fees specified in this Agreement as payable by Customer.
<b>Commercial Terms</b>	the document identified in this Agreement as the "Commercial Terms" or "Welcome Letter" which details the commercial offer to Customer for the Services.
<b>Confidential Information</b>	confidential information concerning the business and affairs of a Party, a Vodafone Group entity or a Customer Group entity

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	that a Party obtains or receives from the other Party or which arises out of the performance of any Service.
<b>Connection</b>	A Vodafone SIM or fixed line connection that has been configured to attach to the Network.
<b>Customer</b>	the entity identified in the Commercial Terms as such.
<b>Customer Equipment</b>	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.
<b>Customer Group</b>	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.
<b>Customer Site</b>	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 Commercial Terms and/or Order.
<b>Data Controller</b>	the person that determines the purposes and means for which data is Processed.
<b>Data Privacy Obligations</b>	in respect of each Party, that Party's obligations relating to the Processing or control of User Personal Data as expressly set out in this Agreement.
<b>Data Processor</b>	the person that Processes data on behalf of the Data Controller.
<b>Due Date</b>	as specified in the Commercial Terms or, if not specified, 14 calendar days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.
<b>Equipment</b>	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. Equipment excludes Customer Equipment.
<b>Fixed Service</b>	the core fixed telecommunication Service and any associated additional Services belonging to the fixed family of Services (as identified in the Service Specific Terms).
<b>Fixed Service Terms</b>	the document identified in this Agreement as the "Fixed Service Terms" that sets out terms and conditions relating to fixed line and applicable elements of unified communications Services and which is set out at <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> as may be amended from time to time. The Fixed Service Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.
<b>Force Majeure</b>	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.
<b>GDPR</b>	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.
<b>General Terms</b>	the document identified in this Agreement as the "General Terms".
<b>Group Company</b>	a member of the Vodafone Group or Customer Group, as relevant.
<b>GSM Gateway</b>	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.
<b>Incumbent Provider</b>	the regulated operator who is authorised to provide a Service in a given country.
<b>Intellectual Property Rights</b>	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and

	includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
<b>International Band</b>	a group of countries classed by Vodafone as being grouped together for calls to another country from the UK as set out within the applicable Price Plan Guide or where no Price Plan Guide applies, within the Commercial Terms.
<b>Liability Period</b>	each consecutive 12-month period starting on the Agreement Start Date.
<b>Minimum Term</b>	the minimum term to which Customer commits to receive a Service (either for the Service, or a Service Element, as a whole or on a minimum term per Connection basis), as specified in the Commercial Terms.  Unless stated otherwise in the Commercial Terms, the minimum term shall commence on the Service Commencement Date.
<b>Mobility Equipment</b>	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.
<b>Mobility Service</b>	The core mobile telecommunication Service and any associated additional Services belonging to the mobility family of Services (as identified in the Service Specific Terms).
<b>Mobility Service Terms</b>	the document identified in this Agreement as the "Mobility Service Terms" that sets out terms and conditions relating to mobile telecommunication and any applicable elements of unified communications Services and which is set out at <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> as may be amended from time to time. The Mobility Service Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.
<b>Network</b>	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.
<b>Non Recurring Charges</b>	means One-Off Charges.
<b>NRA</b>	the national regulatory authority for electronic communications or telecommunications services in the relevant country.
<b>Off - Peak</b>	all periods that are not Peak Hours.
<b>One-Off Charges</b>	the non-recurring Charges payable by Customer in relation to the Service and/or Equipment as described in the Commercial Terms and detailed in Customer's Order, and may include Installation Charges for ports, access circuits and routers, charges for set up of Service Elements and Configuration Changes.
<b>On-VPN</b>	a call type between telephone numbers that the Parties have agreed to form part of a virtual private network.
<b>Operational Data</b>	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.
<b>Order</b>	an order (in the form specified in this Agreement or otherwise agreed by the Parties) that is raised by Customer to order Services and that is accepted by Vodafone.
<b>Party or Parties</b>	Customer and Vodafone, as relevant.
<b>Peak</b>	a period between 8.00am and 7.00pm on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.

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<b>Personal Data</b>	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.
<b>Port</b>	transfer a telephone number that is connected to the Network under this Agreement to a different network provided by another supplier.
<b>Price Plan Guide</b>	a document which details Standard List Price Charges (including out-of-bundle Charges) and individual terms for a particular standard price plan. Price Plan Guides shall be available on <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> or provided to Customer.
<b>Privacy Authority</b>	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
<b>Process/Processed/Processing/Processes</b>	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
<b>Recovery Charge</b>	<p>any amount payable by Customer for early termination or failure to meet commercial commitments as set out in this Agreement.</p> <p>Unless expressed otherwise, where a Target Spend is specified in the Commercial Terms the Recovery Charge shall be calculated as the greater of:</p> <p>(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.</p> <p>If a term per Connection is specified, in the Commercial Terms the Recovery Charge shall be calculated as:</p> <p>Access Fee or Recurring Charge (as applicable) x number of months left in Minimum Term + any outstanding One-Off-Charges.</p> <p>Except for the above circumstances, where a Service or a Service Element is terminated prior to the Service Commencement Date, during the Minimum Term or during the Renewal Term, the Recovery Charge shall be as set out in the Commercial Terms.</p>
<b>Recovery Policy</b>	Vodafone's recovery policy regarding the replacement or repair of faulty Mobility Equipment, as amended from time to time, and set out at <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a>
<b>Recurring Charge</b>	a regular and recurring Charge payable by Customer for use of the Services on a monthly, quarterly or annual basis as set out in the Commercial Terms and shall include Access Fees.
<b>Renewal Term</b>	the renewal term of the relevant Service as specified in the Commercial Terms.
<b>Roaming Zone</b>	a group of countries classed by Vodafone as being grouped together for calls made and/or received in a country other than the UK as set out within the applicable Price Plan Guide or where no Price Plan Guide applies, within the Commercial Terms.
<b>Service Commencement Date</b>	<p>Shall be the Agreement Start Date unless stated otherwise in the Service or Commercial Terms.</p> <p>Except for Target Spend Services, if Customer submits further orders after the initial Service Commencement Date, the commencement date for those ordered Services shall be the date Vodafone begins to provide the ordered Services and/or Equipment to Customer.</p>
<b>Service Element</b>	the individual components of a Service (including optional service elements if applicable).
<b>Service Terms</b>	the Mobility Service Terms and/or Fixed Service Terms, as applicable, together with the relevant Service Specific Terms, including the Tiered Support Service Specific Terms where applicable and which are set out at <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> as may be amended from time to time. The Service Terms shall be identified by reference to the Service name and date of publication. Customer can identify

	those terms applicable according to their Service Commencement Date.
<b>Service Specific Terms</b>	the document(s) identified in this Agreement as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
<b>Services</b>	<p>the services (including any applicable Service Elements) to be provided by Vodafone or a Third Party Provider under this Agreement and as specified in this Agreement.</p> <p>Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.</p>
<b>SIM</b>	a "subscriber identity module" card is an integrated circuit storing user specific data and provided by Vodafone to allow use of equipment on the Network by Customer.
<b>Software</b>	a machine executable computer program, software module or software package or any part thereof (in object code only) which Vodafone licences to Customer, or grants Customer access to, as part of the Service, irrespective of how it is stored or executed, and including all fixes, modifications, enhancements, translations, updates, upgrades and derivative works.
<b>Standard List Price</b>	Vodafone's standard unsubsidised, undiscounted or waived Charges for Services and Equipment (as amended by Vodafone from time to time) as advised to Customer by Vodafone and/or as set out on <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> and/or as made available on request by Customer.
<b>Subsidy</b>	a sum Vodafone invests in the Customer, including Connection bonus, Technology Fund or Equipment discount, as set out in the Commercial Terms.
<b>Target Spend</b>	the amount of money specified in the Commercial Terms for a particular Service (where applicable).
<b>Technical Prerequisites</b>	any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service or Equipment including notification to upgrade
<b>Technology Fund</b>	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.
<b>Third Party Provider</b>	a third party contracted by either Vodafone (including Vodafone Group) or Customer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
<b>Third Party Services</b>	those Services provided by third parties which are charged in addition to Customer's 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.
<b>Tiered Support Service Specific Terms</b>	<p>the document(s) identified in this Agreement as the "Tiered Support Service Specific Terms" that sets out information on the support services Vodafone offers in respect of certain Services and which is set out at <a href="http://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a> as may be amended from time to time.</p> <p>The Tiered Support Services Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.</p>
<b>Traffic Data</b>	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
<b>UK</b>	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
<b>User</b>	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 or an Additional

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	Service Recipient unless otherwise specified in this Agreement.
<b>User Details</b>	a user name, password, or other access information used by a User to access the Service and/or Equipment.
<b>User Personal Data</b>	any information that relates to an identified or identifiable User.
<b>Vodafone</b>	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

<b>Vodafone Group</b>	(a) 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 <a href="http://www.vodafone.com">www.vodafone.com</a> .
<b>Vodafone Software</b>	any Software supplied by Vodafone or its licensors to Customer (including Software embedded in any Equipment).
<b>Working Days</b>	Monday to Friday inclusive, other than public holidays in the UK.
<b>Working Hours</b>	9.00am to 5.00pm on a Working Day.