



1. General

1.1 **Structure:** These Mobility Service Terms should be read in conjunction with the Commercial Terms, General Terms and other applicable parts of this Agreement.

1.2 **Mobility Services:** the term “Service” or “Services” in these Mobility Service Terms means the Vodafone mobile telecommunications services provided under this Agreement.

1.3 **Termination of the Service:** Subject to the General Terms, Customer shall have the right to terminate the Services in whole or in part by giving Vodafone 30 days’ written notice.

2. Services

2.1 **Service implementation:** Vodafone shall begin implementation of the Services from the Commencement Date. Vodafone will work with Customer to agree an implementation process; the timescales of which will be dependent on size, complexity and availability of Customer. Vodafone will work with Customer to expedite the implementation process wherever possible; however, the price plan set out in the Commercial Terms shall not be applied to Customer until the implementation process has been completed.

2.2 **Security of communications:** Vodafone shall exercise reasonable efforts to ensure the security of Customer’s and Users’ communications. However, for reasons beyond Vodafone’s control, it does not promise or guarantee that communications will be completely secure.

2.3 **Network interruptions:** Customer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service and the Network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g., trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Customer.

2.4 **Network coverage:** For an estimate of the 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/>.

2.5 **Network Sunset:** Customer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Vodafone Equipment or Customer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Customer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility and any associated costs shall be borne by the Customer.

2.6 **Roaming:** Vodafone shall use reasonable endeavours to give Customer access to networks outside the UK as part of roaming services; however, because these overseas networks are not controlled by Vodafone, Vodafone is not responsible for their performance or functionality.

3. General SIM terms

3.1 **Authorised Use:** Customer shall only use the SIMs to access the Network and receive the benefit of the Services. Customer shall use reasonable endeavours to ensure that SIMs are only used with Customer’s authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM is lost, stolen or damaged. Customer will be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Customer has notified Vodafone that such SIM is being used without Customer’s authorisation.

3.2 **Dynamic Updates:** Vodafone may send updates or upgrades to SIMs. If a User does not accept an update or upgrade, Vodafone may suspend or deactivate their SIM.

3.3 **Title:** Vodafone shall retain title to SIMs all times, however Vodafone grants Customer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services. Customer may disconnect SIMs by providing Vodafone 30 days’ notice.

3.4 **Termination:** Upon expiry of the Term or earlier termination, Customer shall return to Vodafone or destroy the SIMs, as requested by Vodafone.

4. Price Plans

4.1 **Voice and Data Price Plans:** Data price plans are not designed for use in voice-enabled Equipment. Any voice usage on a Data price plan shall be charged at Standard List Price.

4.2 **Data and Email Price Plans:** The following terms apply to the Data and Email price plans in the Commercial Terms:

- (a) All Data limits include both downloaded and uploaded Data.
- (b) If Customer takes a price plan with Fair Usage, and a Connection exceeds the Fair Usage limit in any month, Vodafone shall notify Customer to change that Connection’s usage to come within the Fair Usage limit. If the Connection’s usage still exceeds the Fair Usage limit after 30 days from notification, or more than 45% of the total Connections on the Data price plan exceeds the Fair Usage at any time, Vodafone may charge Customer its Standard List Price for the excess usage.

4.3 Information on Data Charging

- (a) Vodafone measures Data usage in KB and offers Data in MB and GB units.
- (b) Customer’s inclusive Data allowance and additional Data services will set out the amount of data Customer can use without an additional charge.
- (c) Vodafone calculates Customer’s Data usage based on the amount of Data that travels over the Network, which may differ from the Data Customer’s device consumes. Customer’s Data usage may include Data packages which are resent over the Network, for example if Customer’s Connection drops off or if a webpage is refreshed. Certain Data services (websites and other packets) may be usage free and will not be taken from Customer’s data allowance, whilst others can consume Customer’s data allowance.
- (d) Vodafone measures Data usage the same way over 2G, 3G, 4G, GPRS, Edge or HSPA networks.

4.4 **BlackBerry Express:** Vodafone expressly excludes all obligations to provide support in relation to BlackBerry Express, unless Customer purchases such support from Vodafone as a managed service.

4.5 **Wi-Fi:** Any inclusive Wi-Fi allowance will be subject to the terms and conditions of the Third Party Provider. Vodafone gives no guarantee or warranty, (express or implied) to the Customer in respect of this service. BT Wi-fi’s terms and conditions are set out at www.btwifi.co.uk.

4.6 **Device Compatibility:** Some devices may not be compatible with certain data and email price plans or access point names, details of which can be provided on request.

5. Subsidy

5.1 **Restrictions on Subsidy:** Vodafone shall not provide additional Subsidy: (a) for Connections that are disconnected and then re-connected; or (b) where an existing Connection has been transferred to another User. Vodafone may reclaim from Customer any per Connection Subsidy paid for Connection(s) which disconnect within three months of receiving a Connection Subsidy.

5.2 **Migrated Connections:** The Subsidy shall not apply to Migrated Connections unless stated in the Subsidy table.



6. Telephone Numbers

- 6.1 **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.
- 6.2 **Porting:** If Customer decides to Port a mobile telephone number allocated to Customer by Vodafone, Vodafone shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use according to Applicable Law and regulation.