

Off-Site Advisor Service



Service Specific Terms

Vodafone Business Customers

1. The Service – Overview

- 1.1 The Vodafone off-site advisor support service (the “**Off-Site Advisor Service**”) provides Customer with an Off-Site Advisor to service Customer’s account and provide support in relation to the activities listed below. The term “**Service**” or “**Services**” in these Service Specific Terms means the Off-Site Advisor Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”)
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) applicable Price Plan Guide(s);
 - (c) the General Terms;
 - (d) the Mobility Service Terms as set out at www.vodafone.co.uk/terms;
 - (e) the Order, which confirms the Service Elements selected by/for Customer; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The Customer will have the option to purchase either the:
- (a) Off-site Advisor, where the advisor is fully aligned to customer’s account, or
 - (b) Off-site Advisor Lite, where the advisor is aligned to two accounts, the customer’s account plus one other.
- The option will be detailed in the Commercial Terms and/or Order.
- 3.2 The Off-Site Advisor Service assigns an Off-Site Advisor to Customer’s account for the provision of certain Customer Services in conjunction with Vodafone’s Customer Services Team and the Off-Site Team Manager.
- 3.3 The support features comprising the Service, and the limitations thereof, shall be at the discretion of Vodafone.
- 3.4 The activities of the Off-Site Advisor may vary according to the Service Manual (where applicable) and/or local working practices and requirements of Customer’s business, but will not go beyond the following activities:
- (a) billing advice;
 - (b) correspondence / general queries;
 - (c) arranging handset recoveries;
 - (d) general Network advice;
 - (e) processing of Orders;
 - (f) first line support to the nominated representatives of Customer and Customer’s business unit’s in respect of queries and Service affecting events; and
 - (g) any other reasonable ad-hoc mobile-related activities as required by Customer and agreed in advance in writing by the Off-Site Team Manager.
- 3.5 Vodafone shall provide equipment for use by the Off-Site Advisor(s) that Vodafone deems necessary to allow the Off-Site Advisor to fulfil its obligations under these Service Specific Terms, including a computer able to access Vodafone systems and a mobile telephone.

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3.6 In the event the Off-Site Advisor is required to attend Customer's Site (to be agreed by Vodafone), Customer shall provide the required working space for the Off-Site Advisor, including a work table with appropriate chair, access to normal electrical supply outlets as well as BT style telephone sockets and connectivity such as Asymmetric Digital Subscriber Line or Wi-Fi fit for purpose where available, lockable storage facilities, a Customer desk top to enable the Off-Site Advisor to access Customer intranet, phonebook, e-mail, and any other Customer owned databases or applications and all necessary building access and security passes. All these facilities shall be free of charge and where applicable shall conform to all applicable Health and Safety Regulations in force at the time.

4. Service Specific Conditions of Use

4.1 On-Boarding of Off-Site Advisor:

- (a) If at the Service Commencement Date of the Agreement there is no Off-Site Advisor currently assigned to Customer, Vodafone shall initiate the recruitment and on boarding of an Off-Site Advisor and shall provide all necessary training for the Off-Site Advisor ("the On-Boarding Process"). Customer acknowledges that the Off-Site Advisor shall not be available during the on boarding process, which may be for up to a period of 16 weeks from the Service Commencement Date of the Agreement.
- (b) All Off-Site Advisors shall be subject to Baseline Personnel Security Standard (BPSS) clearance. In the event Customer requires a higher level of clearance, Customer shall notify Vodafone of this requirement prior to the On-Boarding Process commencing and will be responsible for arranging the same and bearing all related costs.
- (c) In the event that the Off-Site Advisor leaves his/her position with Vodafone and/or secures an alternative role within Vodafone, Vodafone will begin the On-Boarding Process to source a replacement Off-Site Advisor (the "Replacement Off-Site Advisor") for Customer. Customer acknowledges that the Replacement Off-Site Advisor shall not be available during the On-Boarding Process, for a period of up to 16 weeks from the date on which the Off-Site Advisor informed Vodafone of his/her intention to leave his/her position. Vodafone shall use reasonable efforts to provide a temporary advisor to be based off-site, during the On-Boarding Process of the Replacement Off-Site Advisor where practicable.

4.2 **Point of Contact:** The main point of contact for Customer and Customer business unit's nominated representatives shall be the Off-Site Advisor. The main point of contact for Users shall be Vodafone Customer Services.

4.3 **Off-Site Advisor Working Hours:** Where Customer has selected Off-Site Advisor, they will have one dedicated advisor for 37.5 hours a week between the hours of 8am and 5pm Monday to Friday excluding a daily 30 minute lunch break ("Working Hours").

4.4 **Off-Site Advisor Lite Working Hours:** Where Customer has selected Off-Site Advisor Lite, Customer will share one dedicated advisor with another company, and therefore the equivalent Working Hours for the Off-Site Lite Advisor shall be 18.25 hours between the hours of 8am and 5pm Monday to Friday excluding a daily 15 minute lunch break.

4.5 **After-Hours Service:** Any enquiry made outside the Off-Site Advisor hours set forth in clause 4.3 shall be routed to Vodafone Customer Services, and the following services will be available:

- (a) reporting lost/stolen phones;
- (b) barring of Network service
- (c) voicemail pin reset;
- (d) Network service faults;
- (e) general device support;
- (f) requesting personal unlock code (PUC);

4.6 Absence Cover:

- (a) The Off-Site Advisor shall be required to attend:

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- (i) an internal Vodafone meetings from time to time; and
 - (ii) a monthly two-hour review meeting; and
 - (iii) a two-day off-site conference each year.
- (b) Vodafone shall not provide absence cover for the circumstances that arise under clause 4.6(a)(i) 4.6(a)(ii) and 4.6(a)(iii)
- (c) Planned Absence Cover:
- (i) Vodafone shall not provide an Off-Site Advisor on bank and other public holidays.
 - (ii) For scheduled sick leave and other scheduled absences, Vodafone shall arrange and provide a substitute Off-Site Advisor at Vodafone premises from the first day of absence.
 - (iii) The substitute Off-Site Advisor will have suitable training, and knowledge to perform the same business duties as the Off-Site Advisor that he/she is to replace.
- (d) Unplanned Absence Cover:
- (i) Should there be non-attendance at work for any reason and that absence has not previously been notified to Customer, Customer shall be informed of this absence and the reasons for it by 10.00am on the first day of absence with an indication of how long the absence is expected.
 - (ii) In the event of any unplanned absence by the Off-Site Advisor, Vodafone shall provide cover from the first Working Day after the first Working Day of absence.

4.7 Supervision of Off-Site Advisor:

- (a) On a daily basis, the Off-Site Advisor will report through normal Vodafone line management channels.
- (b) The Off-Site Advisor will be instructed by the Off-Site Team Manager as to any particular key activities that are required to be undertaken by the Off-Site Advisor, as well as any particular activities that need to be dealt with as a matter of priority.
- (c) A nominated Customer representative whose details shall be provided to Vodafone in writing, may highlight any priorities or concerns to the Off-Site Advisor who in turn will discuss such concerns with the Off-Site Team Manager.
- (d) In the event that the Vodafone customer contact is unavailable to provide an immediate decision on a particular matter of priority, the Off-Site Advisor can act on the authority and instruction of the nominated Customer representative to the extent that it is reasonably practicable to do so; otherwise the Off-Site Advisor shall escalate the matter within Vodafone for resolution.
- (e) The Off-Site Advisor will be responsible for scheduling and managing their activities as set out in these Service Specific Terms and shall do so in accordance with guidelines provided by the Off-Site Team Manager.

4.8 Performance and Conduct Issues:

- (a) In the event that Customer reasonably believes there to be an adverse performance or conduct issue with an Off-Site Advisor, Customer shall notify the Off-Site Team Manager in writing accordingly.
- (b) Within four weeks of receipt of the above notification, Customer and Vodafone shall determine:
 - (i) what remedy is appropriate; and
 - (ii) a timescale, not exceeding 3 months, within which the agreed remedy shall be actioned.
- (c) If after the agreed remedy period the adverse performance issue in question has not been resolved to the satisfaction of Customer, Customer reserves the right to escalate the issue in accordance with the escalation procedure set out in the General Terms.
- (d) Each Party shall provide to the other the contact details for relevant personal within their respective organisations for escalation purposes and shall notify each other in the event that such contact details change during the term of the Agreement.

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4.9 **Services provided by Vodafone Customer Services (separate from services provided by the Off-Site Advisor):**

- (a) The first line of support for User queries shall be Vodafone Customer Services, via VCO (self-serve), web chat or phone. The Vodafone Customer Services Team Manager's telephone number can be provided to key Customer and Customer business unit representatives for escalation purposes relating to the performance of Vodafone Customer Services.
- (b) Vodafone Customer Services shall also provide support for standard User queries or requests outside of Working Hours and support to Customer and Customer business unit nominated representatives when the Off-Site Advisor is not available.
- (c) Vodafone Customer Services shall additionally:
 - (i) act as single point of contact for resolution of service issues in escalation from Users; and
 - (ii) implement and co-ordinate maintenance of e-service tools in support of Customer.

4.10 **Review of Resource Requirements:**

- (a) In the event that any other factors arise that may have a bearing on the level of resource required to fulfil the Service, Customer and Vodafone shall review the overall situation to determine if a change in Service Manual (where applicable) and/or support model is required, and determine any associated implementation plan and Charges.
- (b) In any event, where reasonably practicable, the workload and resource requirements shall be reviewed quarterly by the Off-Site Team Manager.
- (c) The Parties agree to meet when reasonably required to review these Service Specific Terms and the requirements contained herein and review status of operations to ensure Customer satisfaction is maintained.

4.11 **Review of Resource Requirements:** Neither Party shall (except with the prior written consent of the other) during the term of the Agreement and for a period of 1 year thereafter solicit the services of any staff of the other Party who have been engaged in the performance or management of that Party's obligations under these Service Specific Terms or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

5. **Renewal**

5.1 Upon the expiration of the Minimum Term, the Customer's Commercial Commitment shall automatically renew on a month-by-month basis, and will be charged at the then current Access Fee unless (i) at least 30 days prior to the renewal date, either party gives the other party written notice of intent to terminate the contract, or (ii) the Off-Site Advisor's contract termination date coincides with the Minimum Term.

5.2 During the Renewal Period, either party can terminate the agreement by providing 30 days' written notice.

6. **Termination of Off-Site Advisor Service**

6.1 Customer acknowledges Vodafone requires the Customer to renew the Agreement to enable Vodafone to continue to assign an Off-Site Advisor to the Customer.

6.2 In the event the Customer does not renew, Vodafone will not assign an Off-Site Advisor:

- (a) for a period of more than 1 month after the expiry of the Minimum Term; and/or
- (b) if the assigned Off-Site Advisor terminates their employment contract less than 30 days' before the end of the Minimum Term.

6.3 If any of the circumstances arise in clause 6.2, Vodafone shall make reasonable efforts to provide cover for the Off-Site Advisor

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- 6.4 Where Customer terminates this Agreement prior to the end of the Minimum Term, the Customer shall pay the monthly Access Fee for the number of months remaining in the Minimum Term, and any applicable Redundancy Costs. Customer shall pay Vodafone within 30 days' of receipt of an invoice.

7. TUPE

- 7.1 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 Agreement or 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 Agreement or 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 (i) Vodafone and/or its Group Companies and/or sub-contractors or suppliers, and (ii) Customer and/or its Group Companies and/or sub-contractors and/or suppliers.

- 7.2 **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) (the "Former Employer") nonetheless transfers to the other Party (or any of its Group Companies, sub-contractors or suppliers) (the "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 (i) any claim arising from any of the Former Employer's acts or omissions in relation to any such individual before the date of transfer; (ii) any claim arising from any failure by the Former Employer to comply with its obligations under the TUPE Regulations; and (iii) any claim arising from the termination of employment of any such individual including by the Receiving Party on or after the transfer date; (iv) 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.

8. Data Protection

- 8.1 Data protection clause in the General Terms shall apply.

- 8.2 Vodafone may act as Data Controller or Data Processor for this Service dependent upon the nature of tasks undertaken as part of this Service. Where Vodafone act as Data Processor, the following clauses shall apply:

- (a) Vodafone (and their subcontractors):
 - (i) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties' subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
 - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
 - (iii) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (a) providing at least ten (10) Working Days' prior notice, or (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will



impose upon the Sub-Processor substantially the same legal obligations as under this clause 5 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.

- (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
 - (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
 - (vi) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
 - (vii) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.
- 8.3 Audit: Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organisation and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 5.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under clause 5.
- 8.4 Transfer of User Personal Data out of the EEA: Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (b) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (c) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 8.5 Law enforcement authorities: Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.

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- 8.6 Enquiries from Users: Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

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Service Levels

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1. Service Levels

The Off-Site Advisor's measurable service levels shall be as follows:

1.1 Order Dispatch:

- (a) 95% of orders received via email before 12pm shall be despatched within 16 Working Hours subject to a maximum of 25 orders per Working Day.
- (b) In the event that Customer orders more than 25 items via the Off-Site Advisor in a single Working Day, Vodafone shall be entitled to extend the despatch times with the agreement of Customer.
- (c) Email SLA 24 working hours

1.2 Hand-Portable Equipment Recovery:

- (a) In the event that a device becomes faulty, Vodafone shall provide one of the two standards of device recovery set out below, namely gold or standard. Customer shall provide the following minimum information at time of request: name; address; company name; mobile number; IMEI number; model number and device fault.
- (b) On receipt of this information Vodafone shall advise the appropriate recovery partner, who shall effect the recovery in accordance with the following Service Levels:
 - (i) *Gold recovery*: Vodafone shall exchange a faulty mobile device within 8 Working Hours from the end of Working Hours on the Working Day of request in 98% of such requests; and
 - (ii) *Standard recovery*: 98% of faulty mobile devices shall be recovered from the User, replaced or repaired at Vodafone's discretion, and delivered back to the User within 32 Working Hours from the end of Working Hours on the Working Day of notification of the fault, provided that, in each case, recovery requests received after 12 noon shall be deemed to have been received on the next Working Day.
- (c) Vodafone shall exercise all reasonable efforts to provide the gold recovery service during the manufacturer's warranty period for a device. Where it is not possible to provide the gold recovery service due to non-availability of stock, a standard recovery service shall be provided.
- (d) Vodafone shall provide a free of charge recovery service during the manufacturer's warranty period. Recovery provided outside the manufacturer's warranty period or in respect of Equipment not supplied to Customer by Vodafone shall be charged at Vodafone's Standard List Price.

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Definitions

Enterprise Customers

The following definitions are applicable to the Service:

Access Fee	means £3,750.00 (excl. VAT) for Off-Site Advisor
Customer Service Advisor	a Vodafone employee, based at Vodafone premises.
Foundation Customer Services	the basic level of service provided by Vodafone, available on request.
Off-Site Advisor	a Vodafone employee, based at Vodafone's Site.
Off-Site Team Manager	the line manager of the Off-Site Advisor.
Redundancy Costs	means any statutory redundancy payment, enhanced redundancy fee and notice payment payable (contractual or statutory whichever the higher) on the termination of employment on the ground of redundancy of any of Off-Site Advisor subject to a maximum of the Off-Site Advisor's annual salary.
Service Manual	a Vodafone owned, working document between Vodafone and Customer which outlines the working practises undertaken by the Off -Site Advisor.
Termination Costs	means any statutory redundancy payment, enhanced redundancy fee, notice payment payable (contractual or statutory whichever the higher), any other contractual or statutory payment paid to be paid on termination of the Off-Site Advisor's contract, or any reasonable settlement fee as compensation for the termination of employment for any reason subject to a maximum of the Off-Site Advisor's annual salary.
TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and/or any other regulations enacted for the purpose of implementing the Acquire Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50 EEC and consolidated in Council Directive 2001/23/EEC) into English law.
Vodafone Customer Services	the Vodafone customer service call centre at Vodafone.
Vodafone Customer Services Team Manager	the team manager of Vodafone Customer Services.
Working Hours	as described in these Service terms.