



## 1. Agreement Structure and Contracting Entity

- The Agreement shall comprise of: (1) each set of Commercial Terms; (2) the Service Terms; (3) any applicable Price Plan Guide(s); (4) these VPS General Terms; (5) Vodafone's Standard List Price; and (6) any other document expressly referred to in this Agreement; which apply in decreasing order of precedence.
- By entering into the Agreement, Customer confirms that it is contracting as a business and not as a consumer.

## 2. Definitions

- The defined terms in the Agreement shall have the following meanings:
  - Actual Spend** – For applicable Agreements specifying a Target Spend, the aggregate amount of Charges incurred and paid by Customer during the Minimum Term for the Service which the Target Spend relates, but excluding Equipment Subsidy.
  - Access Fee** – A periodic fee payable by Customer for use of the Services.
  - Applicable Law** – All laws, regulations, orders, rules, guidance, directions, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and relevant to this Agreement.
  - Applicable Privacy Law** – The relevant data protection and privacy law, regulations (including GDPR) and other regulatory requirements to which Vodafone is subject, and any guidance or statutory codes of practice issued by the relevant Privacy Authority/ies.
  - Bearer Service** – The method of transport used to carry communication information over the Network and the provision of access for external communications to the Network. Speeds may vary significantly and are dependent on coverage.
  - Business Day** – Any day which is not a Saturday, a Sunday or a public holiday in England.
  - Charge** – Access Fees, fees for Equipment, Software Licence fees, Recovery Charges, and all other fees payable by Customer for use of the Services.
  - Commencement Date** – The date of Vodafone's acceptance of the Commercial Terms. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the Services and/or Equipment to Customer. Except for Target Spend Services, if Customer makes further orders after the initial Commencement Date, the commencement date for the ordered Services shall be the date Vodafone begins to provide the ordered Services and/or Equipment to Customer.
  - Commercial Terms** – The document headed 'Customer Agreement' or 'Order Form' together with the Connection Schedule which details the commercial offer to Customer for the Services, and which incorporates any applicable Service Terms, Price Plan Guides and these VPS General Terms.
  - Confidential Information** – Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, know-how, suppliers, customers, or products of the disclosing Party disclosed by a Party to the other Party before or after the Commencement Date.
  - Connection** – A Vodafone SIM Card that has been configured to attach to the Network, with a price plan associated with it.
  - Connection Schedule** – (if applicable) forms part of the Commercial Terms.
  - Content Service Pass** – A virtual pass to access content services as part of Customer's price plan (where applicable).
  - Customer Affiliate(s)** – Any corporate body registered in the UK in which the Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of that company.
  - Customer** – The contracting party set out in the Commercial Terms.
  - Customer Equipment** – Any tangible material not supplied by Vodafone to Customer which Customer uses to access the Services.
  - Data Controller** – The person that determines the purposes and means for which data is Processed.
  - Data Processor** – The person that Processes data on behalf of the Data Controller.
  - Due Date** – As specified in the Commercial Terms, and if not specified 14 days from the date of invoice by direct debit.
  - Equipment** – Any tangible material, but not a SIM Card, supplied by Vodafone to Customer, such as a mobile phone or a connecting cable.
  - Equipment Subsidy** – Original Equipment value less any upfront payment made by Customer towards the Equipment.
  - GDPR** – Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
  - GSM Gateway** – Any equipment containing a SIM Card 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.
  - Insolvency Event** – An event where the other Party goes into liquidation, makes an arrangement with creditors, appoints a receiver or administrator, or has bankruptcy or insolvency proceedings brought against it; or suffers a similar event in any jurisdiction.
  - Intellectual Property Rights** – Rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and including 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; rights in the nature of unfair competition rights and to sue for passing off; and trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.
  - Minimum Term** – The minimum term which Customer commits to receive a Service measured from the Commencement Date, as specified in the Commercial Terms.
  - Network** – The telecommunication systems Vodafone uses to provide the Services.
  - Partner** – A third party authorised by Vodafone who may have sold Equipment or Services to the Customer.
  - Party** – Vodafone or the Customer, together 'the Parties'.
  - Personal Data** – 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 Processor has access from time to time in performing the Services.
  - Port** – The transfer of a mobile number that is connected to the Network under this Agreement to a different network provided by another supplier.
  - Price Plan Guide** – A document which details out of bundle Charges and individual terms for a particular standard price plan, as updated from time to time and available at [www.vodafone.co.uk/terms-and-conditions/](http://www.vodafone.co.uk/terms-and-conditions/)
  - Privacy Authority** – The relevant supervisory authority with responsibility for privacy or data protection matters in the jurisdiction of Vodafone, any Vodafone Group Company.
  - Process/Processing/Processed** – Any operation or set of operations which is performed upon Personal Data whether or not by automatic means, including collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Data as defined in the Applicable Privacy Law.
  - Recovery Charge** – Where a Target Spend is specified in the Commercial Terms the recovery charge shall be based on the greater of: (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. If a Target Spend is not specified in the Commercial Terms the recovery charge shall be based on: Access Fee x number of months left in Minimum Term.
  - Service(s)** – A service provided by Vodafone pursuant to the Agreement as described in the relevant

Service Terms and Commercial Terms.

- Service Terms** – A schedule that sets out service specific information such as terms and conditions, specifications and technical information and available at [www.vodafone.co.uk/terms-and-conditions/](http://www.vodafone.co.uk/terms-and-conditions/)
- SIM Card(s)** – A subscriber identity module card is an integrated circuit storing user specific data to allow use of equipment on the Network.
- Software** – A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Vodafone or its licensors to Customer irrespective of how it is stored or executed.
- Software Licence** – The terms and conditions that prescribe: how Customer shall use the Software, the rights of the Software owner or licensor, and the rights of the Software user, in relation to such Software, which may be provided as a 'click-through' or 'shrink-wrap' licence.
- Standard List Price** – Vodafone's standard unsubsidised Charges for Services as detailed on [www.vodafone.co.uk](http://www.vodafone.co.uk), advised to Customer by Vodafone and/or as made available on request by Vodafone (as amended by Vodafone from time to time). In the event of conflict, Charges detailed on [www.vodafone.co.uk](http://www.vodafone.co.uk) shall take precedence.
- Target Spend** – The amount of money specified in the Commercial Terms for a particular Service (where applicable).
- Third Party Services** – 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.
- Traffic Data** – Any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
- UK** – England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
- User** – An individual end user of the Equipment and/or Services under this Agreement.
- Vodafone** – Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
- Vodafone Group** – Vodafone Group Plc, Vodafone and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital, and any partner market listed on the investor relations page at [www.vodafone.com](http://www.vodafone.com).
- ## 3. Vodafone's Obligations
- 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.
  - Customer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service. For example, the Services may be affected by local terrain (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.
  - Vodafone shall use reasonable endeavours to give Customer access to networks outside the UK; however, because these overseas networks are not controlled by Vodafone, Vodafone shall not be responsible for their performance or functionality.
  - If content services are included in Customer's price plan, Vodafone shall provide Customer with the Content Service Pass which the content service provider shall accept to give Customer access to Customer's selected content.
  - 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/>. To discuss any issues regarding Services or any redress in respect of the Services, please speak to Vodafone's Customer Services or Customer's account manager (where applicable). If a small business Customer experiences speeds that fall below those set out on Vodafone's coverage checker for an unreasonable period of time, a small business Customer may be entitled to a credit or have the right to terminate the Agreement early (without paying a Recovery Charge). To receive a credit or terminate this Agreement, a small business Customer must report the coverage issues to Vodafone's Customer Services who will consider the reported issues.
- ## 4. Use of Services
- Vodafone may suspend the Services: (a) for any maintenance, modification, or technical failure of the Network; (b) to safeguard the security and integrity of the Network; (c) for any breach of Customer's obligations in clause 4.3; (d) where it is necessary to comply with law or regulation (including any orders by law enforcement or regulatory agencies); or (e) where Customer has exceeded the credit limit on its account.
  - Vodafone shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.
  - Customer shall not: (a) use any Equipment or Service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (b) do anything that causes the Network to be impaired; (c) use automated means to make calls, texts or send data (including via a GSM Gateway); or (d) use the Services in a way which is inconsistent with good faith commercial practice to Vodafone's detriment.
  - Customer may supply the Equipment and Services to Users and (subject to clause 19.9) Customer Affiliates, but Customer shall not resell or otherwise distribute the Equipment or Services. Customer is responsible for all obligations relating to the Equipment and Services including the compliance of Users and Customer Affiliates with the terms of this Agreement and all applicable laws.
- ## 5. Equipment supplied by Vodafone
- Vodafone shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to Customer and Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to Customer.
  - Customer shall notify Vodafone in writing within 7 Business Days of receiving damaged or incorrectly fulfilled new Equipment or SIM Cards, and within 10 Business Days if Customer does not receive the Equipment or SIM cards. Following this notification, Vodafone shall replace such Equipment or SIM Cards free of charge.
  - Where Equipment becomes faulty due to a defect inherent in the Equipment within the manufacturer's warranty period, Customer shall return such Equipment to Vodafone at Vodafone's cost and Vodafone shall repair or replace the Equipment in accordance with Vodafone's Recovery Policy. Any out-of-warranty repairs shall be as set out in the Recovery Policy. Customer acknowledges that Customer Equipment not authorised for use on the Network may result in an impaired User experience.
  - Vodafone shall pass on the benefit of any warranties it receives from the Equipment manufacturer to the Customer. Customer acknowledges that any attempt to repair, service or tamper with the Equipment by a person other than Vodafone or the applicable manufacturer may invalidate the manufacturer's warranty and may result in an impaired User experience. Vodafone's supply of Equipment shall be subject to availability.
  - Any Customer Equipment or other hardware supplied to the Customer by a Partner shall be subject to the terms of the agreement between Customer and Partner and Vodafone shall have no liability for such Customer Equipment or its failure to operate on the Network.
- ## 6. Charges
- Unless specified otherwise, Vodafone states all Charges exclusive of VAT which is charged at the current rate. Subject to clause 13.1(d), any Charges not specified in the Commercial Terms shall



be at Standard List Price. Rounding and minimum charges apply as set out in the Commercial Terms and/or the applicable Price Plan Guide.

- 6.2 Access Fees shall be invoiced by Vodafone monthly in advance and all other Charges shall be invoiced monthly in arrears. Customer shall pay all invoices by the Due Date without set off, unless validly disputed in accordance with clause 6.3 below.
- 6.3 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall use reasonable endeavours to notify Vodafone of such dispute before the Due Date, providing explicit details of why the invoiced amount is incorrect and how much Customer considers is due.
- 6.4 Where Vodafone has not received payment for undisputed Charges by the Due Date, Vodafone shall: (a) contact Customer's accounts payable department (or other contact advised to Vodafone in writing) to request payment; and (b) be entitled to charge interest on the overdue undisputed Charges at 4% per annum above the base rate of the Bank of England. Where Vodafone has not received payment within 7 calendar days of the Due Date, Vodafone shall contact Customer again to request payment and give notice of the actions Vodafone will take under clause 6.5 if payment is not received.
- 6.5 Where Vodafone has not received payment within 7 calendar days of the Due Date, Vodafone may take all or any of the following actions until such time as payment, including any interest due, has been received: (a) withhold any sums owing to Customer by Vodafone; (b) suspend Customer's and/or User's use of the Services in relation to which Charges are outstanding; and (c) subject to Vodafone having taken one of the actions above, issue a notice under clause 10.3.
- 6.6 Vodafone may credit assess Customer from time to time as reasonably required to assess Vodafone's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Vodafone account (details of which are available on request). Vodafone may release this information to the Partner responsible for managing your account.

## 7. SIM cards and telephone numbers

- 7.1 Customer shall use reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Customer shall be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIM Cards (including due to loss or theft) up to the time that Customer has notified Vodafone that such SIM Card is being used without Customer's authorisation.
- 7.2 SIM Cards shall remain the property of Vodafone but Vodafone grants Customer a licence to use the SIM Cards (including any Software they contain) to the extent necessary to use the Services. Faulty SIM Cards shall be replaced free of charge. Customer may disconnect SIM Cards by providing Vodafone 30 days' notice.
- 7.3 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.
- 7.4 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.

## 8. Software Licence

- 8.1 Subject to the terms of the Agreement and any Software Licence provided with the Equipment or Services, Vodafone shall grant or will ensure that the licensor will grant to Customer, a non-transferable, non-sublicensable, and non-exclusive licence to use the Software during the Minimum Term for the applicable Service in object code form for the Customer's internal use.
- 8.2 Where Vodafone provides Customer with Equipment or Services which contain Software subject to a Software Licence and Customer does not accept the terms of the Software Licence, Customer will not be able to use the relevant feature of the Service or Equipment to which the Software Licence relates and Vodafone shall not be liable for any failure to provide the Services which rely on acceptance of the Software Licence.
- 8.3 Where Software is subject to a Software Licence, the terms of the Software Licence shall comprise the Customer's sole rights and remedies in respect of the Software to which it applies.
- 8.4 The Customer shall not copy, modify, reverse engineer, adapt, translate, decompile, disassemble, make error corrections, license, sub-license, or resell any Software in whole or part, unless expressly permitted to do so by Vodafone or by relevant law.

## 9. Ordering

- 9.1 Customer shall order Services and Equipment through the Partner or by submitting an order through Vodafone's online ordering system, by email, or by such other means as Vodafone may permit.
- 9.2 Orders are binding on both Parties from the date of acceptance by Vodafone as set out above.

## 10. Termination

- 10.1 The Agreement shall commence on the Commencement Date and shall continue until the relevant Services are terminated in accordance with the Agreement.
- 10.2 Each Party shall have the right to terminate the Agreement in whole or in part by giving the other Party 30 days' written notice of termination. Customer may stop using content services at any time, but Customer shall still pay the Charges for the Services. Customer must check with the content service provider on how it can end its agreement with them.
- 10.3 The Parties shall each have the right to terminate this Agreement in whole or part with immediate effect (by serving written notice of termination to the other Party): (a) if the other Party becomes subject to an Insolvency Event; or (b) if the other Party is in material breach of this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is deemed received from the non-infringing Party).
- 10.4 Vodafone may terminate this Agreement in whole or part with immediate effect, by giving written notice to Customer where Vodafone has suspended the Services under clause 4.1(c) or clause 6.5.
- 10.5 Unless Vodafone notifies Customer otherwise, any content services included in Customer's price plan shall start at the same time as the Commencement Date, regardless of when Customer starts to use the Content Service Pass, and shall end after the Minimum Term set out in the Commercial Terms. If a content service included in Customer's particular price plan is provided for less than the Minimum Term, the content service may become a monthly paid subscription from the date the content service ends unless Customer cancels it.

## 11. Consequences of Termination

- 11.1 Subject to clause 19.2 below, on termination of the Agreement (in whole or part), the following shall apply to all or part of the Agreement terminated: (a) Customer shall cease use of the Service(s) and Software (except Software which is embedded in Equipment to which Customer has title); (b) Vodafone shall cease to provide the Service(s); (c) the Parties shall promptly upon request return or destroy all Confidential Information (except one copy which is necessary to keep in order to ensure compliance with this Agreement), and provide written confirmation of this upon request; and (d) Customer shall pay Vodafone all sums due, including any applicable Recovery Charge.
- 11.2 Except where Customer validly terminates the Agreement, a price plan or Connection in accordance with clause 10.3, clause 13.3, or clause 19.11, or where Vodafone terminates the Agreement, a price plan or a Connection in accordance with clause 10.2, if this Agreement, a Connection or a price plan is terminated prior to the expiry of a Minimum Term, Customer shall pay Vodafone a Recovery Charge.
- 11.3 If Customer validly terminates the Agreement, a price plan or Connection in accordance with clause 10.3, clause 13.3 or clause 19.11, Customer will not have to pay the Recovery Charge but

may have to make a payment towards the Equipment Subsidy. If this applies,

Vodafone will let Customer know in its Commercial Terms and inform Customer of the original value of the Equipment. The payment will be calculated as 1/24 of the Equipment Subsidy multiplied by the number of months left in until the end of the Minimum Term.

## 12. Intellectual Property

- 12.1 The Intellectual Property Rights that exist in, or which are created by Vodafone during the provision of the Services, Software and Equipment are owned by Vodafone or its licensors. Other than as is necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Rights. Customer shall not do anything to jeopardise Vodafone's or its licensors' Intellectual Property Rights.
- 12.2 The Intellectual Property Rights that relate to Customer's documentation, processes, procedures, know-how and anything else to which the Customer has title are owned by Customer or its licensors, and other than as is necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Rights. Vodafone shall not do anything to jeopardise Customer's or Customer's licensor's Intellectual Property Rights.
- 12.3 Subject to the rest of this clause, Vodafone shall indemnify Customer for all losses (including reasonable professional costs) payable to a third party arising out of any proven infringement of third party Intellectual Property Rights as a direct result of the use by Customer of the Equipment or Services under this Agreement (a "Relevant Claim"). Customer shall: (a) promptly, taking into account any set deadlines, notify (giving details) of any Relevant Claim to Vodafone; (b) not admit liability, take any action which may prejudice the defence of any Relevant Claim or make any agreement or settlement in relation to the claim (unless required by law) without Vodafone's prior written consent; (c) give Vodafone all reasonable assistance to enable Vodafone to defend the claim; (d) mitigate its losses following a Relevant Claim; and (e) give Vodafone sole conduct of the Relevant Claim. Vodafone shall have no liability under this clause if the Relevant Claim results from or relates to: (a) the use of equipment, services or software not provided by Vodafone; (b) Vodafone's compliance with the Customer's requirements, designs or instructions; (c) the combination of the Services or Equipment with products or services not provided by Vodafone; (d) the use of the Services or Equipment which is not in accordance with Vodafone's instructions or this Agreement; (e) modifications by Customer or any third party to the Services or Equipment; (f) a breach by Customer, Customer Affiliate or User of the provisions of this Agreement; or (g) the use of any original Equipment or Services after a later release is made available to the Customer and communicated by Vodafone to avoid a Relevant Claim. This indemnity shall be Customer's sole remedy for any Relevant Claim.

## 13. Changing this Agreement

- 13.1 Vodafone may change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services) where required: (a) to comply with applicable law or regulation; (b) because of a change imposed by a third party supplier; (c) due to a change in Vodafone's operations or services, where such change affects at least 90% of its relevant customer base; or (d) in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to (i) the UK Consumer Price Index ("CPI") 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 ("CPI Rate"); and (ii) an additional 3.9% of all or any Charges on top of the CPI Rate. In the event that the CPI Rate is a negative, this shall be ignored and the additional 3.9% shall still apply. If the CPI Rate is not published for the given month, Vodafone may use a substituted index or index figures published by that office for that month.
- 13.2 Vodafone shall provide Customer as much written notice as is reasonably practicable of a change made under clause 13.1(a), and at least 30 days' written notice for a change made under clauses 13.1(b) or 13.1(c). Vodafone may not notify Customer of a change under clause 13.1(d). Vodafone shall not notify Customer of a change if it relates to a Third Party Service which Customer does not regularly use, but shall (where applicable) update the relevant Price Plan Guide on [www.vodafone.co.uk/business/terms](http://www.vodafone.co.uk/business/terms) at least 30 days before the change takes effect. 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.
- 13.3 The Customer may terminate the affected part of the Agreement where a change under clause 13.1(b) or clause 13.1(c) causes the Customer a material detriment which cannot be offset by Vodafone to the Customer's reasonable satisfaction on 30 days' written notice to Vodafone. This right to terminate ends 30 days after the effective date of the change. The following shall be a material detriment for the purposes of this clause: (a) an increase in Customer's UK Charges of more than 10% (in aggregate) in a 12-month period; or (b) a withdrawal of the core Services or an adverse change to the core Services. However, this clause does not apply if the change or withdrawal relates to a Third Party Service which Customer may stop using or cancel without ending this Agreement.
- 13.4 Save as set out in clauses 13.1 and 13.2, changes to this Agreement must be made by written agreement of both Parties.

## 14. Confidentiality

- 14.1 Neither Party shall disclose the Confidential Information of the other Party to any other party for the duration of this Agreement and for 3 years after termination except as permitted below. A Party may disclose the Confidential Information to any director, officer, employee, contractor, or adviser, of the receiving Party and Vodafone may disclose such information to Partners where necessary to fulfil the purpose of this Agreement provided that the receiving Party ensures those recipients comply with this clause 14.
- 14.2 Confidential Information shall not include information that: (a) is publicly available other than through breach of this Agreement; (b) is lawfully in the possession of the receiving Party before disclosure under this Agreement; (c) has been obtained from a third party who is free to disclose it; (d) is independently developed without access to the Confidential Information; or (e) a Party is required to disclose by law or regulatory authority.
- 14.3 Upon written request, as soon as reasonably practicable, a Party shall return all Confidential Information (as far as technically reasonably possible) to the Disclosing Party. The Receiving Party may retain Confidential Information as required by law or as required for archive purposes. This Agreement will continue to apply to any retained Confidential Information.

## 15. Liability

- 15.1 Nothing in this Agreement restricts either Party's liability for: death or personal injury resulting from negligence; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); liability for fraud or fraudulent misrepresentation; breach of confidence; and anything which cannot be restricted by law.
- 15.2 Except for clause 15.1, each Party's liability under this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, indemnity or otherwise: (a) is excluded for: (i) any loss (whether direct or indirect) of: profit, revenue, business, data, anticipated savings or goodwill; and (ii) any indirect or consequential losses, regardless of whether such losses were contemplated; and (b) for all other losses is limited in total to 100% of the value of the Charges paid or payable by Customer in the first 12 months of the Agreement, or if this Agreement has not been in place for 12 months, the average monthly Charges payable for the months from the Commencement Date of the Agreement to the date of the first claim, multiplied by 12.
- 15.3 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.

## 16. Transferring this Agreement

# Vodafone VPS General Terms



- 16.1 Either Party may transfer, novate, or assign (in whole or in part) this Agreement with the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 16.2 Despite clause 16.1, Vodafone may transfer, novate, or assign this Agreement (in whole or part) without consent to: (a) a company within Vodafone's Group; or (b) a debt collection agency where Vodafone has terminated this Agreement for Customer's non-payment.
- 16.3 Vodafone may use sub-contractors to perform any of its obligations under this Agreement but remains responsible for their performance.
- 16.4 Unless expressly provided in this Agreement, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## 17. Data Protection

- 17.1 Both Parties shall comply with all requirements of Applicable Privacy Law in the performance of this Agreement.
- 17.2 Vodafone may Process User Personal Data as Data Controller for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment / delivery; or (iv) customer service.
- 17.3 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 Vodafone's 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 Vodafone's network/Services. Such Processing will not include providing Traffic Data to third parties or making it publicly available.
- 17.4 You may be subject to a standard credit check. The information that you provide may be disclosed to a licensed credit reference agency (which will retain a record of the search) and you authorise us to make such disclosures.
- 17.5 Both parties agree that they will take appropriate technical and organisational measures to guard against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, having regard to the nature of the data and the processing to be undertaken.
- 17.6 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.
- 17.7 Customer agrees that where it is reasonably requested by a Partner, Vodafone may provide Customer's billing and contract information to the relevant Partner for the purposes of management, calculating commissions and administration of the account.

## 18. Notices

All notices to Vodafone under this Agreement shall be in writing and sent to the Lead Counsel: Enterprise at Vodafone's registered office. All notices to Customer under this Agreement shall be in writing and sent to the Customer's address or email address set out in the Commercial Terms. Notices will be deemed given 2 working days after dispatch, unless time of delivery can be proved.

## 19. General Terms

- 19.1 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 written and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.
- 19.2 Termination of this Agreement (in whole or part), shall not affect the accrued rights and liabilities of either Party. 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) shall continue in force.
- 19.3 This Agreement is governed by the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England.
- 19.4 Subject to clause 15.1, this Agreement represents the entire agreement between the Parties relating to the subject matter and supersedes any previous agreement related to the subject matter. The Parties have not relied on any statement, representation, warranty or understanding, other than expressly set out in this Agreement.
- 19.5 Customer shall ensure its systems, equipment and processes are compatible for use with the Services. Vodafone shall not be liable to support the Services if Customer's systems, equipment, or processes are incompatible with the Services. Vodafone shall use reasonable endeavours to advise Customer of relevant requirements on request.
- 19.6 If a provision or part-provision is 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.
- 19.7 Equipment and Services used by Customer but not stated in the Commercial Terms shall be governed by this Agreement unless the Parties agree otherwise.
- 19.8 Both Parties shall use reasonable endeavours to resolve any dispute under this Agreement. If there is a dispute under this Agreement, and Partner has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to a more senior representative within Vodafone according to the following levels: (1) Head of Channel, Enterprise Indirect Sales; (2) Sales Director - Small & Medium Enterprise, Enterprise Sales; and (3) Director of Enterprise, Vodafone Limited. Nothing in this Agreement prevents a Party from seeking a remedy through the courts. Alternatively, eligible business customers may take a dispute to adjudication, please see the complaints code (via 'contact us') on [www.vodafone.co.uk](http://www.vodafone.co.uk) for details. Further, if our small business Customers have an issue with goods or Services bought online, Customers can refer a dispute to the EC Online Dispute Resolution website at <http://ec.europa.eu/odr>.
- 19.9 A Customer Affiliate is entitled to purchase Services or Equipment from Vodafone under this Agreement, provided Customer: (a) gives Vodafone prior written notice of the identity of the Customer Affiliate; (b) gives any other information reasonably required by Vodafone; (c) ensures that the Customer Affiliate complies with this Agreement; (d) remains liable to Vodafone for all obligations, acts and omissions of the Customer Affiliate (including payment for any Services or Equipment provided to the Customer Affiliate); and (e) obtains Vodafone's acceptance (not to be unreasonably withheld) of the inclusion of the Customer Affiliate under this Agreement.
- 19.10 Vodafone shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption and shall not give or receive any bribes, including in relation to any foreign public official.
- 19.11 Neither Party will be responsible or liable for the failure or delay in the performance of its obligations due to a cause beyond its reasonable control. If the cause ends, the Party shall perform its obligations and the time for performance will be extended by the duration of the cause. If delay in performance persists for a period of more than 30 days, the unaffected Party will be entitled to terminate this Agreement on written notice.
- 19.12 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. 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 and keep secret any passwords.