

Off-Site Advisor 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 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) these Service Specific Terms;
 - (d) the General Terms;
 - (e) the Mobility Service Terms as set out at www.vodafone.co.uk/terms;
 - (f) the Service Manual;
 - (g) the Order, which confirms the Service Elements selected by/for Customer; and
 - (h) 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 will be as documented in the Service Model document, in conjunction with the requirements of the Customer.
- 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 their obligations under these Service Specific Terms, including a computer able to access Vodafone systems and a mobile telephone.
- 3.6 In the event the Off-Site Advisor is required to attend Customer’s Site (to be agreed by Vodafone), Customer shall provide a suitable working space for the Off-Site Advisor, including a worktable with appropriate chair, access to normal electrical supply outlets and connectivity such as Asymmetric Digital Subscriber Line or WiFi fit for purpose 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 Agreement Start Date 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

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shall not be available during the On-Boarding Process, which may be for up to a period of 16 weeks from the Agreement Start Date. Once the On-Boarding Process has concluded, Vodafone will notify the Customer of the Service Commencement Date, which may be earlier than the stated 12 week On-Boarding Process. Vodafone will commence billing for the Service from the Service Commencement Date.

- (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 their position with 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 their intention to leave their position. Vodafone shall use reasonable efforts to provide long term cover from our Dedicated Remote Cover Team, 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 representatives shall be the Off-Site Advisor. The main point of contact for Users shall be documented in the Service Model.
- 4.3 **Off-Site Advisor Working Hours:** The Customer shall have their dedicated Off-Site Advisor for 37.5 hours per week. The Off-Site Advisor will work 7.5 hours per day during Working Hours on Working Days, excluding a 30 minute unpaid break. The Off-Site Advisor will be entitled to an additional paid 35 minute break, which may be taken in full or in part across the Working Day.
- 4.4 **After-Hours Service:** Any enquiry made outside the Off-Site Advisor’s agreed Working 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)
- 4.5 **Absence Cover:**
- (a) The Off-Site Advisor shall be required to attend:
 - (i) attend monthly performance and coaching reviews with their Vodafone Line Manager;
 - (ii) attend quarterly off site internal meetings of up to two hours;
 - (iii) attend a one day Vodafone planned off site conference, quarterly;
 - (iv) attend training and any other internal meetings.
 - (b) Vodafone shall not provide absence cover for the circumstances that arise under clause 4.4(a)(i) and 4.5(a)(ii).
 - (c) Planned Absence Cover:
 - (i) Vodafone shall not provide an Off-Site Advisor on bank and other public holidays.
 - (ii) For Planned Absences, Vodafone shall arrange and provide a remote Cover Advisor from the first day of absence where reasonably practicable. (iii) The Cover Advisor will have suitable training,

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and knowledge to perform the same business duties as the Off-Site Advisor that they are to replace.

(d) **Unplanned Absence Cover:**

- (i) For any Unplanned Absence, Customer shall be informed of this 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 a remote Cover Advisor from the first Working Day after the first Working Day of absence.

4.6 **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 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.

4.7 **Performance and Conduct Issues:**

- (a) In the event that Customer has reasonable grounds to believe 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) In the instance of the Off-Site Team Manager being out of the office, the Customer will redirect the adverse performance or conduct issue to the designated out of office contact.
- (c) Vodafone will acknowledge receipt of the above notification within 5 Working Days. Within this acknowledgement, Vodafone will request any further information it requires to begin its investigations of the alleged adverse performance or conduct issue.
- (d) Within 10 Working Days of receipt of the above notification (on a reasonable endeavours basis), Vodafone will propose a remedial plan to the Customer. Following this the Customer and Vodafone shall determine:
 - (i) what remedy is appropriate;
 - (ii) a timescale, not exceeding 3 months, within which the agreed remedy shall be actioned; and,
 - (iii) in the instance that Vodafone needs to exceed the above 10 Working Days, notice will be provided to the Customer within those 10 Working Days. The maximum timeframe shall not exceed 4 weeks of receipt of the above notification, with Vodafone confirming to the Customer the reasons for this extension.
- (e) If after the agreed remedy period the adverse performance or conduct issue in question has not been resolved or timescales are not followed to the satisfaction of the Customer, then the Customer reserves the right to escalate the issue in accordance with the below escalation procedure:
 - (i) Level 1: Off-Site Team Manager
 - (ii) Level 2: Operations Manager
 - (iii) Level 3: Senior Operations Manager

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- (f) The escalation matrix from both sides shall be maintained by the account team with any updates to personnel to be delivered as part of a monthly review.
- (g) In the event that as part of the escalation procedure a reasonable remedy is agreed by Vodafone to assign a Replacement Off-Site Advisor to the Customer, Vodafone shall take steps to appoint a Replacement Off-Site Advisor in accordance with clause 4.1.

4.8 **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 phone or web chat, or via Vodafone Corporate Online (“**VCO**”). 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.

4.9 **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 bi-annually by the Off-Site Team Manager, with additional Customer Experience Survey completed quarterly.
- (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.

4.10 **Non Solicitation:** 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 allcomers and not specifically targeted at such staff of the other Party.

5. **Renewal**

- 5.1 The Service will commence on the Service Commencement Date, as determined by Vodafone, and shall continue for the Minimum Term specified in the applicable Commercial Terms and/or Order, unless terminated earlier in accordance with clause 6.1.
- 5.2 Upon the expiration of the Minimum Term, this Agreement shall automatically renew on a month-by-month basis and will be charged at the then current Access Fee, unless at least 30 days prior to the expiration of the Minimum Term, either party gives the other party written notice of intent to terminate this Agreement.
- 5.3 If the Off-Site Advisor leaves during the Renewal Period, Vodafone shall use reasonable effort to provide long term cover until a new contract is completed, at which point clause 4.1 (c) applies.

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6. Termination of Off-Site Advisor Service

- 6.1 Where Customer terminates this Agreement prior to the end of the Minimum Term, Customer shall pay the monthly Access Fee for the number of months remaining in the Minimum Term. Customer shall pay Vodafone within 30 days of receipt of an invoice.
- 6.2 During the Renewal Period set out in clauses 5.1 & 5.2, either party can terminate the Agreement by providing 30 days' written notice.
- 6.3 Where Customer terminates this Agreement after the expiry of the Minimum Term, Vodafone will not assign an Off-Site Advisor:
- (a) for a period of more than the mutually agreed termination date; and,
 - (b) if the assigned Off-Site Advisor leaves their position within Vodafone less than 30 days before the end of the mutually agreed termination date.
- 6.4 If any of the circumstances arise in clause 6.3, Vodafone shall make reasonable efforts to provide a Cover Advisor to support remotely.
- 6.5 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. Data Protection

- 7.1 Data protection clause in the General Terms shall apply.
- 7.2 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 7 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.

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- (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.

7.3 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 7.3 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 7.

7.4 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.

7.5 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.

7.6 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.

Off-Site Advisor Service

Definitions



Enterprise Customers

The following definitions are applicable to the Service:

Access Fee	means 1/12 th of the overall annual Off-Site Advisor fee as specified in the Commercial Terms and/or Order.
Asymmetric Digital Subscriber Line	a method of internet connectivity to enable network connection for service provision.
Cover Advisor	means the temporary advisor allocated to provide continuity of service due to planned or unplanned absence.
Off-Site Advisor	a Vodafone employee, based remotely.
Off-Site Team Manager	the line manager of the Off-Site Advisor.
Planned Absence Cover	means temporary resource covering a period of foreseen absence by the Off-Site Advisor, such as annual leave.
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.
Renewal Period	any period of extension to the Services following the Minimum Term specified on the Order.
Service Manual	a Vodafone owned, working document between Vodafone and Customer which outlines the working practises undertaken by the Off -Site Advisor.
Service Model	the document detailing the activities to be undertaken by the Off-Site Advisor, as agreed between Vodafone and the Customer.
Unplanned Absence Cover	means temporary resource covering a period of unforeseen absence by the Off-Site Advisor, such as sick leave.
Vodafone Corporate Online or VCO	the Vodafone self-serve online portal.
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	Between the hours of 8am until 6pm on Working Days.
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