

General Terms

Business Customers



These General Terms apply to Customers who have ten (10) or more Connections or employees at the Agreement Start Date or who are Value Added Resellers (having been authorised by Vodafone in writing to operate as such).

1. Structure

1.1 This Agreement consists of: (1) each set of Commercial Terms; (2) any Contract Summary, where applicable; (3) the Service Specific Terms, and if applicable, any Extra Service Terms; (4) the Mobility Service Terms and/or Fixed Service Terms, as applicable; (5) any applicable Price Plan Guide(s); (6) the VPS Addendum (if applicable); (7) these General Terms; (8) any applicable Orders; (9) the Standard List Price and any other document expressly referred to in this Agreement; which apply in this decreasing order of precedence.

2. Duration

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

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

2.3 **Minimum Term:** Each Service will continue for its specified Minimum Term and thereafter for any Renewal Term(s), if applicable, unless notice to terminate the Service is given in accordance with this Agreement.

3. Services

3.1 **Provision of Services:** Vodafone shall use reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent telecommunications provider.

3.2 **Orders:** Customer may place Orders for Services in accordance with Vodafone's order process specified in this Agreement or as otherwise notified to Customer from time to time. Each Order will be subject to Vodafone's acceptance. Orders, once accepted, will form part of this Agreement. If Vodafone does not give express acceptance, acceptance will be deemed to occur on the earlier of despatch of any Equipment or the activation and/or commencement of the Service by Vodafone.

3.3 **Customer information:** Customer shall provide, and shall ensure its Users provide, the information and complete the documentation (including in relation to identification, legitimisation and VAT and billing details) required by Vodafone (including any tools provided by Vodafone) or any applicable NRA for the purposes of the Services or continued use of the Services. Customer shall ensure that such information is complete and accurate at all times.

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

3.5 **Authorised Users:** Access by Customer to the Services and Equipment is limited to authorised Users. Customer is responsible for ensuring Users' compliance with this Agreement. If Vodafone provides each authorised User with User Details, Customer is responsible for: (a) the security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions relating to the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.

3.6 **Third parties:** Customer shall ensure that the Users and all Additional Service Recipients (if any) comply with this Agreement in relation to their use of the Services and Equipment, and shall be liable to Vodafone for the acts and omissions of the Users and all Additional Service Recipients (if any) in relation to this Agreement. Save as expressly permitted under this Agreement, Customer shall not resell, distribute, provide or sublicense the Services or Equipment (except Customer Equipment) to any third party. However, where Customer is a Value Added Reseller, Customer is permitted to resell, distribute and provide the Services as part of its End Product to the extent set out in the applicable Value Added Reseller Terms, provided always that Vodafone shall have no liability in respect of such End Product, nor to any users or purchasers of any End Product.

3.7 **Exclusions:** Vodafone is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Customer through use of the Services, nor for any End Products. Vodafone accepts no responsibility for any such content, goods, services or End Products. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.8 **Terms of use:** Customer shall not: (a) make unauthorised modifications to the Services; (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities; (c) do anything that causes the Network to be impaired; (d) use automated means to make calls and/or texts or to send data (including via a GSM Gateway), unless expressly authorised in this Agreement; (e) use the Services in a way that (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights, or (ii) is illegal, fraudulent or contrary to good faith or commercial

practice to Vodafone's detriment; or (f) use our SMS service to send mass notification messages, or mass marketing messages, whether or not the messages are unsolicited unless expressly authorised in this Agreement. Customer shall comply with the AUP in using the Services. Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

3.9 **Service Monitoring:** Customer gives express consent for Vodafone to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by Applicable Law; (b) comply with Applicable Law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Customer.

3.10 **Customer Obligations:** Customer shall promptly comply with its obligations under this Agreement. If Customer fails to comply with an obligation then, to the extent caused by Customer's breach, Vodafone will be relieved from its obligations under this Agreement, without any liability to Customer and Customer shall reimburse Vodafone for any related costs Vodafone incurs.

3.11 **Compliance with law:** The Parties shall each comply with, and notify the other in the event of any breach of, or change of status in respect of, Applicable Law in relation to this Agreement. Vodafone and Customer shall co-operate in good faith in their performance of their respective obligations under this Agreement. Where such breach of, or change in status in respect of, Applicable Law relates to sanctions and/or trade or export control laws necessitating termination, clause 18.3(a) shall apply.

3.12 **Cost of Investigations:** Customer shall reimburse Vodafone for reasonable costs and expenses Vodafone incurs investigating (including where no fault is found) and rectifying any issue with the Services or Equipment, where the issue has been caused by Customer's, or its User's, use of the Services or Equipment contrary to Vodafone's instructions or misuse, neglect or alteration of the Services or Equipment.

3.13 **Compatibility:** Customer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and/or the Services, are in good working order (if applicable) and are compatible for use with the Equipment and/or the Services. Vodafone shall use reasonable endeavours to advise Customer of relevant requirements on request, but in no event shall Vodafone be responsible for any performance or non-performance issues with the Equipment and/or the Services, or liable to support the Equipment and/or the Services, if Customer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Equipment and/or the Services. Vodafone may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Customer any applicable Recovery Charge.

3.14 **Security:** Customer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Customer shall not run any security tests, vulnerability scans or penetration tests on Vodafone Equipment or Services without Vodafone's prior written approval. Vodafone shall have no liability regarding the security of any End Products.

3.15 **Telephone Number Allocation:** Vodafone may allocate telephone numbers to Customer for Customer's use of the Services. Vodafone may reallocate, withdraw or change such telephone numbers as a result of Applicable Law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to Customer.

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

3.17 **Agreed Delivery Date:** For certain Services (or Service Elements) the Customer and Vodafone may agree an Agreed Delivery Date and Vodafone shall use reasonable endeavours to deliver against any Agreed Delivery Dates. If Customer requests a change to any Agreed Delivery Date before the applicable Service Commencement Date, Vodafone reserves the right to either:

- adjust the applicable Service (or Service Element), including but not limited to, the revision of any applicable Charges; or
- cancel the applicable Service (or Service Element), subject to any applicable Recovery Charge that may be payable by Customer.

3.18 **Service Commencement Date:** Services ordered by the Customer will be available and ready for use on the Service Commencement Date. Customer accepts that each individual Service and/or Service Element may have different Service Commencement Dates and that the Service Commencement Date for a given Service (or Service Element) may be earlier or later than the Agreed Delivery Date. Customer shall notify Vodafone within 5 Working Days of the Service Commencement Date if, in the Customer's reasonable opinion, the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of Customer's notification, Vodafone shall take reasonable action to meet the standard testing criteria.

3.19 **Customer Delays:** If a Customer's act or omission delays the Service Commencement Date, then Vodafone may start billing Recurring Charges from the

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Agreed Delivery Date and charge Customer for Vodafone's reasonable costs (including Third Party Provider costs) that result from the delay. Alternatively, Vodafone reserves the right to review and amend the Charges. Examples of Customer delays shall include, but not be limited to, Customer's failure to: (a) provide complete or accurate information, access, or assistance as reasonably required; (b) complete necessary works resulting from a Site Survey; or (c) procure and maintain Mandatory Accompanying Services or Technical Prerequisites. If the delay extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Service and apply a Recovery Charge. If appropriate, Vodafone may set and/or revise an Agreed Delivery Date.

3.20 Freeze Periods: Vodafone may delay the implementation of Services or changes to Services during Freeze Periods if in Vodafone's reasonable opinion there is a material risk of disruption to the Services or services provided to its other customers.

3.21 Format: If Customer requires this Agreement (or any bills, communications or a document referred to in this Agreement) in a different format, call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille version, dyslexia-friendly or audio CD version. These contact details are for accessibility help only.

4. General Equipment Terms

4.1 Equipment Availability: If Vodafone is unable to provide the Equipment requested, Vodafone will agree with Customer to provide alternative Equipment if practicable to do so.

4.2 Delivery of Equipment and Risk: Risk in the Equipment and SIMs passes to the Customer upon delivery. Vodafone will deliver to the agreed delivery address. Customer must notify Vodafone within 5 Working Days of delivery of any Equipment or SIMs which were damaged upon delivery and provide written details. If any Equipment or SIMs are not delivered within 10 Working Days of the relevant delivery date, Customer must notify Vodafone as soon as possible. Provided that there is no dispute as to delivery or damage, Vodafone shall send replacement Equipment or SIMs free of delivery charge.

4.3 Title:

(a) Where Customer purchases Equipment from Vodafone, and payment is made either in full upfront in the form of a One-off Charge, or as a credit against an invoice using Subsidy, title to the Equipment (excluding title to any Vodafone Software) shall only pass to the Customer:

- (i) where delivered in the UK, upon delivery of the Equipment to the agreed delivery address; or
- (ii) where delivered outside the UK, at a place and time to be determined by Vodafone.

(b) Where Equipment is provided as part of the Service and title to the Equipment remains vested with Vodafone, Customer shall:

- (i) hold the Equipment as Vodafone's fiduciary agent and bailee; and
- (ii) keep the Equipment insured and identified as Vodafone's property.

4.4 Unauthorised Equipment or Repairs: Customer acknowledges that:

- (a) Equipment or Customer Equipment not authorised for use on the Network; or
- (b) any unauthorised attempt to repair or tamper with the Equipment, may result in an impaired User experience and/or invalidate the manufacturer's warranty.

4.5 End Of Life:

(a) Where Equipment is End Of Life, Vodafone may, on provision of reasonable notice:

- (i) retire the Equipment; and/or
- (ii) provide the Customer with an option of replacement Equipment which provides equivalent or improved functionality to the extent that alternatives are available.

(b) Where End of Life Equipment is replaced in accordance with clause 4.5(a), the costs of such replacement shall be charged to Customer as a One-Off Charge and invoiced accordingly.

(c) Where, following receipt of an End of Life notification in accordance with this clause 4.5, Customer continues to use End Of Life Equipment, or does not use its best endeavours to allow Vodafone to replace the End of Life Equipment, Vodafone:

- (i) shall have no maintenance obligations for the End Of Life Equipment;
- (ii) shall not be liable for Customer's use of the End Of Life Equipment; and
- (iii) reserves the right to suspend all or part of the affected Service, in accordance with clause 17.1.

4.6 Customer Equipment: Where Customer provides Customer Equipment for use with a Service, Customer shall (and Customer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

- (a) install and configure the Customer Equipment at the Customer Sites by the date necessary to allow Vodafone to perform its obligations;

(b) maintain the Customer Equipment to Vodafone's satisfaction, including prompt installation of security patches and updates;

(c) immediately replace any Customer Equipment which is declared by its manufacturer as end-of-life (or otherwise stops marketing, selling or supporting it) and notify Vodafone of any such replacement;

(d) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Customer Equipment from the Service; and

(e) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment.

4.7 Equipment Indemnity: Customer shall indemnify Vodafone against any loss of, or damage to, any Equipment on a Customer Site caused by any negligent act or omission or wilful misconduct of Customer, its employees, agents or subcontractors.

4.8 Equipment maintenance: Vodafone will not be liable for Customer's use of Equipment, nor will it have any maintenance obligations, where Customer does not install, update or follow Vodafone's reasonable recommendations regarding Equipment.

4.9 Equipment Warranty: Vodafone shall pass on the benefit of any manufacturers' warranties that Vodafone obtains for any Equipment supplied by Vodafone to Customer, however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf.

4.10 Faulty Equipment and returns: If Equipment becomes faulty within 14 calendar days of delivery, Customer may return the Equipment to Vodafone for replacement in accordance with Vodafone's instructions. Following the initial 14 calendar days from date of delivery, if Equipment becomes faulty within the manufacturer's warranty period, due to an inherent defect in the Equipment, Customer may notify the manufacturer directly and the manufacturer shall either repair or replace the Equipment (at its sole discretion) in accordance with its warranty. Some Equipment may be subject to the Recovery Policy, as further detailed in the Mobility Service Terms.

4.11 Controlled items: The use, export and/or import of certain required Equipment or Customer Equipment is subject to Applicable Laws. Customer must only deploy, export, import and/or disclose such Equipment or Customer Equipment in strict compliance with Global Certification Forum standards, all Applicable Laws, and specifically Applicable Laws regarding encryption. If Applicable Law prohibits the export, re-export, import and/or use of any Equipment or Customer Equipment in certain jurisdictions, that prohibition may preclude the use of the Service in those jurisdictions.

4.12 Import obligations: If Vodafone delivers Equipment to Customer from outside the country of delivery:

- (a) Customer confirms that the Equipment will be shipped to the Customer DAP;
- (b) Customer will be the importer of record into the country of delivery;
- (c) Customer will carry out all customs formalities and pay any import duties required to import the Equipment into the country of delivery;
- (d) Customer will carry out any other obligations which may fall to the importer of record including, if applicable, the payment of any copyright levies, provision of import licences, and all other charges which are the responsibility of the importer of record; and
- (e) where required by Applicable Law, Customer will be responsible for the proper recording, treatment and disposal of Equipment and compliance with the environmental directives or any similar local legislation.

4.13 Designated Countries: Customer warrants that Customer and Users will only use Equipment in countries in which the Equipment has been certified for use in accordance with Applicable Laws and not in any countries listed on the Office of Foreign Assets Control sanctions list.

5. General Software terms

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

5.2 Equipment and Service Software: Customer will comply with any licence agreement relating to Vodafone Software or Third Party Provider terms provided with the Equipment and any end user licence terms specified in the Service Specific Terms relating to the Service or any shrink-wrap or click-through and open source Software licences. If Customer does not accept the terms of the licence of any Software required in order for the Services to be performed, Vodafone will be excused from performing any Services relying on such Software. Where Software is subject to a Software licence, the terms of the Software licence shall comprise Customer's sole rights and remedies.

6. Customer Sites

6.1 Customer Obligations: For the purposes of preparing for and delivery of the Services, Customer shall:

- (a) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
- (b) prepare the Customer Site for the Services in accordance with Vodafone's instructions;
- (c) allow and/or have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:



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- (i) access the Customer Sites, and any Customer Equipment or Equipment, and third party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Customer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
- (ii) ensure that Customer Sites are safe and have a suitable working environment.

6.2 Vodafone Obligations: Vodafone shall:

- (a) comply with any reasonable Customer access and security procedures for Customer Sites which are made known to it; and
- (b) carry out installation and maintenance work during Working Hours (where such work does not involve any suspension of the Services), or carry out such works outside of Working Hours where:
 - (i) a suspension of the Services is required;
 - (ii) Customer requests the works to be conducted outside the Working Hours; or
 - (iii) where Vodafone is unable to carry out such works during Working Hours for reasons outside of Vodafone's control.
- (c) Should any additional Charges be applicable for any installation and maintenance works, Vodafone shall notify Customer of such Charges.

6.3 Ancillary Charges: Vodafone may charge Customer for Ancillary Charges or any additional costs Vodafone incurs as result of any breach of the above Customer obligations.

7. Intellectual Property Rights

7.1 Intellectual Property Rights will continue to be their original owner's property, regardless of whether the rights came into existence before or after the Agreement Start Date.

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

7.3 As well as all of the terms of this Agreement, Customer will also comply with any Third Party Provider terms that Vodafone makes known to Customer which apply to the use of the Software or Service.

7.4 Each licence granted pursuant to clause 7.2, is granted on the basis that: (a) it is non-transferable, not sub-licensable and non-exclusive; (b) the beneficiary will not, and will not allow anyone else to: copy, decompile, adapt, translate, disassemble, modify, correct errors or reverse engineer any relevant material, unless it is permitted by Applicable Law or the grantor has given the beneficiary permission to do so in writing; and (c) it will last until the performance or receipt of the applicable Service ends.

7.5 If Customer's use of the Service is proven to infringe a third party's Intellectual Property Rights, Vodafone will indemnify Customer for court awarded damages against the Customer and/or approved settlement sums in connection therewith, provided that Customer:

- (a) promptly informs Vodafone of the claim and provides written details of the actual or potential claim;
- (b) at Vodafone's discretion, immediately gives Vodafone full control of the claim;
- (c) does not publicly say anything about the claim;
- (d) does not admit liability or do anything that may harm Vodafone's defence of the claim;
- (e) does not settle the claim without Vodafone's prior written consent (which Vodafone may not unreasonably withhold or delay);
- (f) gives Vodafone all reasonable assistance to defend or contest the claim (and where Vodafone accept this indemnity is applicable, Vodafone shall meet Customer's reasonable associated costs);
- (g) mitigates its losses; and
- (h) gives Vodafone all reasonable assistance in allowing Vodafone to make modifications to the Service to avoid potential infringement of the third party's Intellectual Property Rights.

7.6 The indemnity in clause 7.5 will not apply to any part of a claim that results from, or is connected with:

- (a) Customer's combination or use of any part of the Service with Customer Equipment, products, software or another service which Vodafone has not provided;
- (b) Customer modifying or replacing the Service without Vodafone's permission;
- (c) Customer's failure to adopt modifications or replacements made by Vodafone to the Services to avoid potential infringement of the third party's Intellectual Property Rights;
- (d) Vodafone's use of materials provided by Customer in connection with the Service;
- (e) Customer's failure to follow Vodafone's instructions in relation to a Service;

- (f) any content, designs or specifications that have not been supplied by Vodafone, or on Vodafone's behalf; or
- (g) Customer's breach of this Agreement.

7.7 Customer will indemnify Vodafone for court awarded damages against Vodafone and/or approved settlement sums that result from, or are connected with any of the scenarios listed in clause 7.6. Customer will stop any activity that led to a claim, or might reasonably be expected to lead to a claim, against Vodafone as soon as Vodafone gives Customer notice or Customer becomes aware, or should reasonably have become aware, that Customer's activity was causing, or might reasonably be expected to cause, a claim against Vodafone. Vodafone reserves the right to request Customer to actively defend or settle such claim.

7.8 If using the Service leads to a claim against Customer as described in clause 7.5, or Vodafone believes it is likely to lead to one, Vodafone may, at Vodafone's cost:

- (a) obtain the right for Customer to continue using the Service; or
- (b) modify or replace the relevant parts of the Service so that using the Service no longer infringes a third party's Intellectual Property Rights, provided that the performance of the relevant parts of the Service is not materially affected.

7.9 If Vodafone sources Equipment from a third party manufacturer or reseller, Vodafone shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Vodafone's liability to Customer in respect of third party claims for infringement of Intellectual Property Rights in the Equipment (as well as Customer Equipment sold to Customer by Vodafone pursuant to this Agreement) will not exceed the liability of the third party manufacturer or reseller to Vodafone.

7.10 The indemnity in clause 7.5 and the actions listed in clause 7.8 are the only remedies Customer will have for claims that Customer's use of the Service infringes a third party's Intellectual Property Rights.

7.11 Save as Vodafone may expressly authorise in writing, Customer shall not use Vodafone's name, logo or brand to market, advertise or promote Customer's products, goods or services nor to suggest or imply any association between Vodafone and Customer's products, goods or services.

8. TUPE Regulations

8.1 **No transfer:** The Parties:

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

(b) do not intend as a result of this Agreement, or commencement or provision of the Services nor any termination or cessation of the Services (in whole or part) that the employment (or related rights and liabilities) of any current or former employee shall transfer in accordance with the TUPE Regulations, between:

- (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.

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

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

(b) the Former Employer will indemnify the Receiving Party in relation to any costs, claims, liabilities and expenses (including reasonable legal expenses) which the Receiving Party may suffer or incur arising out of, in connection with or as a result of any such claim including but not limited to: (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; (iii) any claim arising from the termination of employment of any such individual including by the Receiving Party or on or after the transfer date; and (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.

9. Compliance with Ofcom General Conditions of Entitlement

9.1 Where the relevant Service is an Electronic Communications Service pursuant to the Applicable Law including the Ofcom General Conditions of Entitlement ("**General Conditions**"), this clause 9 will apply. Where the relevant Electronic Communications Service is part of a Bundle, this clause will extend to the whole Bundle including, where applicable, any element of the Bundle that is not an Electronic Communications Service.

9.2 To comply with requirements set out in the General Conditions, Vodafone may provide the Eligible Customer with certain information, where applicable.



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9.3 Eligible Customer may waive their right to certain protections under the General Conditions. If applicable, Waivers will be set out in the Commercial Terms and/or Order Form.

9.4 Eligible Customer can verify if the Service is an Electronic Communications Service and find out more information on Waivers at vodafone.co.uk/terms-and-conditions/.

10. Payment and Tax

10.1 **Charges and invoices:** Unless expressed otherwise in the Commercial Terms, Charges shall be invoiced by Vodafone to Customer or, where relevant, an Additional Service Recipient as follows:

- (a) **Access Fees and/or Recurring Charges:** monthly or annually (as may be applicable) in advance.
- (b) **One-Off Charges:**
 - (i) on the first invoice after the applicable Service, Service Element, Configuration Change or Equipment is ordered; or
 - (ii) as incurred by Vodafone and agreed in advance with Customer.

10.2 **Accrual of Charges:** Charges for each Service shall start to accrue on the Service Commencement Date (except for any Installation, maintenance or other specified Charges which are payable on acceptance of an Order by Vodafone). Vodafone shall be entitled to invoice Customer or, where relevant, an Additional Service Recipient for such Charges, irrespective of whether any traffic has been routed through the Service.

10.3 **VAT:** The Charges are stated exclusive of any applicable VAT and all duties, levies (including taxes levied on the supply of the Services) or any similar charges, which shall be paid by Customer to Vodafone (in the case of VAT, upon receipt by Customer or, where relevant, an Additional Service Recipient of an appropriate tax invoice). The Charges are stated and payable in pounds sterling. Any Charges not specified in this Agreement shall be at the Standard List Price. Rounding and minimum charges apply, as set out in the Commercial Terms and/or the applicable Price Plan Guide.

10.4 **Payment:** Subject to clause 10.5, Customer or, where relevant, an Additional Service Recipient shall pay the Charges without offset or deduction by the Due Date. All Charges must be paid by direct debit, unless Vodafone agrees otherwise.

10.5 **Invoice disputes:** Customer or, where relevant, an Additional Service Recipient shall only dispute an invoice by notifying Vodafone within 15 Working Days of the date of invoice, including details of why it disputes the invoice and how much it believes is payable, and in any event, paying undisputed amounts by the Due Date. Customer shall only dispute amounts with reasonable cause and in good faith. Within 30 calendar days of resolution of an invoice dispute, Vodafone shall endeavour to issue a credit or Customer shall make payment (as appropriate).

10.6 **Late payment:** If Customer or, where relevant, an Additional Service Recipient does not pay the Charges by the Due Date, and has not raised a dispute in accordance with clause 10.5, Vodafone may take any or all of the following actions until paid in full (including interest): (i) charge interest on the unpaid amount at 4% per annum above the base rate of the Bank of England; (ii) withhold any sums owing to Customer by Vodafone (including Subsidy); (iii) set off any sums currently owing to Customer by Vodafone against the unpaid Charges; (iv) charge reasonable administration costs; and (v) take action under clauses 17.1 and/or 18.5. Vodafone shall contact Customer's accounts payable department (or other contact advised to Vodafone in writing) to request payment.

10.7 **The Criminal Finances Act 2017:** Each Party confirms that it has, and will continue to have throughout the term of this Agreement, a comprehensive programme for compliance with the CFA 2017, and shall ensure that it has effective measures, controls and procedures in place as are reasonable to prevent tax evasion offences (as defined by the CFA 2017) and the facilitation of tax evasion offences.

10.8 **Credit check:** Prior to delivery of the Services and throughout the performance of this Agreement, Vodafone may carry out credit checks. In the event that any credit check on the Customer is not satisfactory then Vodafone may:

- (a) require upfront payment of Charges;
- (b) require a deposit;
- (c) set credit limits on the account of the Customer;
- (d) apply other reasonable restrictions;
- (e) suspend the provision of the Services and the Equipment; or
- (f) terminate immediately all or part of this Agreement, without prejudice to Vodafone's right to claim any Charges that may be generated by such termination, and any outstanding payments owed by the Customer by virtue of this Agreement.

11. Confidentiality

11.1 **Confidentiality:** Subject to clause 11.2, each Party shall, in respect of the other Party's Confidential Information: (a) keep it confidential; (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of this Agreement; (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Group Companies) who need it to perform obligations, exercise rights or conduct audits in connection with this Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; and (e)

return or destroy it on termination of this Agreement other than where necessary to keep it for regulatory reasons in secure archives.

11.2 **Exceptions:** These provisions do not apply to the extent any Confidential Information: (a) is or becomes public knowledge without breach of this Agreement; (b) was already in a Party's possession or independently developed free of obligations of confidentiality; or (c) is received from a third party free of obligations of confidentiality.

11.3 **Announcements:** Neither Party shall make an announcement or public statement relating to this Agreement unless agreed in advance in writing, although Vodafone may include Customer in Vodafone's reportable generic list of customers.

12. Liability

12.1 **Liability principles:** Neither Party is liable under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, for: (a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (b) any loss of or corruption to data (except Personal Data to the extent that such loss or corruption is a direct result of a Party's breach of Applicable Privacy Law in relation to the performance of its obligations under this Agreement); (c) any regulatory fines; (d) any legal costs; (e) any loss arising from business interruption or reputational damage; or (f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the Parties when they entered into this Agreement or any Order. Neither Party excludes any liability which cannot be excluded by Applicable Law, including liability for fraud or fraudulent misrepresentation.

12.2 **Liability cap:** Subject to clause 12.1, each Party's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, in respect of each Liability Period shall not exceed the amount of the Charges paid or payable between the Parties in respect of that Liability Period. If the Charges have been paid or payable between the Parties for less than 12 months in any Liability Period, a Party's liability shall not exceed the average monthly charge paid or payable for that Liability Period multiplied by 12. This liability cap shall not apply to damages due to breach of confidentiality obligations as set out in this Agreement (except to the extent that such breach of confidentiality relates to the disclosure of Personal Data, in respect of which the Data Privacy Obligations shall apply) or non-payment of Charges or Recovery Charges.

12.3 **Liability for third party claims under Applicable Privacy Law:** Subject to clause 12.1, where one Party has paid compensation following a successful claim from a third party and the matter giving rise to such claim was wholly or partly as a direct result of a breach of Applicable Privacy Law by the other Party, the Party in breach will be liable to compensate the other Party to the extent that their breach caused damage provided that reasonable efforts were made to mitigate the liability.

12.4 **Liability for End Products:** Subject to clause 12.1, Vodafone has no liability in respect of any End Products, nor to any users or purchasers of the End Products.

13. Changing the Agreement, Services or Charges

13.1 **Changes in writing:** Save for any changes identified in this clause 13, any amendment to this Agreement will be in writing and executed by the Parties.

13.2 Variations to Charges under the Agreement:

- (a) Vodafone shall be entitled to make the following variations to Charges:
 - (i) in April of each calendar year, an increase to all or any Charges by a percentage equal to:
 - (A) the UK Consumer Price Index ("CPI") rate published by the Office for National Statistics (or any other body to which the functions of that office may be transferred) in January of that year ("CPI Rate"); and
 - (B) an additional 3.9% of all or any Charges on top of the CPI Rate. In the event that the CPI Rate is 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. Any such annual price increase of roaming Charges, shall apply from April 2023.
 - (ii) to all or any Charges for non-Electronic Communications Service(s) or M2M Services;
 - (iii) to all or any Charges due to an increase in the wholesale cost of a Service (or an element thereof) linked to an increase in a Third Party Provider's charges (such increase occurring no more than quarterly);
 - (iv) to all or any Charges for international roaming linked to increases in the wholesale rate(s) notified to Vodafone by Third Party Providers (such increase occurring no more than quarterly);
 - (v) to all or any Charges:
 - (A) for a part of the Service that the Customer does not use;



- (B) that are otherwise associated with the provision to the Customer of a part of the Service that the Customer does not use; or
- (C) for an additional service that does not form part of the main Service;
- (vi) to all or any Charges where such changes are directly imposed or caused by the Applicable Law.

13.3 Variations to the provision of a Service not related to Charges under the Agreement:

- (a) Vodafone shall be entitled to make the following variations to the provision of the Service in accordance with the terms of the Agreement:
 - (i) if the particular Service purchased by the Customer has been discontinued or no longer exists (including decommissioning of legacy services), Vodafone shall be entitled to move the Customer to the nearest equivalent Service (offering the same or better features). The Parties acknowledge that if such move would take place during the Minimum Term applicable to the Customer's agreement for the provision of the original Service, the relevant Charge will remain the same until the end of that Minimum Term (unless Vodafone is entitled to increase the Charges during the same Minimum Term in accordance with clause 13.2);
 - (ii) variations triggered by technology developments including replacement of certain technologies, networks, hardware, software, applications, platforms, systems or processes or other similar features as well as changes to terms of supply offered by Third Party Providers or instructions provided by them where such changes result in offering equivalent or better experience (in Vodafone's reasonable opinion) to the Customer;
 - (iii) variations that are of genuinely administrative or technical nature and have no negative impact on the Customer in relation to the Services that they use under the Agreement including changing the terms of the Agreement to make it clearer or easier to understand or to update the Agreement from time to time so all customers are on the same conditions, or any other similar changes;
 - (iv) variations that are directly imposed or caused by the Applicable Law;
 - (v) variations that are made at the request of the Customer;
 - (vi) variations that are clearly to the benefit of the Customer in terms of improving Service quality, the scope of Services or any other additional feature of Service provided for the same or lower Charge; and
 - (vii) place limits on use of Services, for example if you have committed an illegal act while using the Services, where Vodafone has the right to make such change under the AUP or any Applicable Law.

13.4 Other changes:

- (a) Vodafone may also make changes to the terms of this Agreement, Services or Charges at any time in order to:
 - (i) change the structure of the Services, Charges or Equipment, for example, by changing the component parts of a Service;
 - (ii) change the Services, Charges or Equipment to maintain or improve the quality of the Service, or introduce a new Service;
 - (iii) change the amount payable for part of the Services, including without limitation additional services, for example where Vodafone has to pay a Third Party Provider increased charges for use of their infrastructure or services above the limit stipulated in clause 13.2;
 - (iv) remove and/or replace some or all of the Equipment;
 - (v) place limits on use of the Services (without prejudice to clause 13.3(a)(vii));
 - (vi) stop providing all or part of the Services, for example, if Vodafone cannot continue to provide a part of the Service at an address;
 - (vii) replace all or part of the Services with an alternative Service which is not equivalent to, or better than, the Services Customer originally purchased ("Original Services") where the Original Services have been discontinued, decommissioned or are no longer available (without prejudice to clause 13.3(a)(i)); or
 - (viii) Vodafone may change the Agreement, Services or Charges for a reason other than those specified in clauses 13.2 to 13.4 (inclusive).

13.5 Termination on change:

(a) If a change to Charges under clauses 13.2 (ii) to (v) inclusive, and/or 13.4(ii) constitutes an increase to Customer's overall monthly invoice of more than 10% in a 12 month period (in the case of an increase to Charges, any increase shall be measured on a cumulative basis per such period of 12 months), Customer may terminate the affected Service or the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if Vodafone cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice.

(b) Where roaming Charges are increased above the threshold in 13.5(a) (excluding any increase to CPI +3.9% pursuant to clause 13.2(a)(i)), Customer will not be eligible to terminate if they have not used international roaming in the particular country(ies) impacted by such Charge increase within the last 12 months.

(c) If a change under clause 13.4 has a negative impact on the Customer's use of the Service (in Vodafone's reasonable opinion) under the Agreement, the Customer may terminate the affected Service (or any Bundle, where applicable), Service Element or part of the Agreement by giving written notice to Vodafone, within 30 days of being notified of the change, such notice to be effective only if Vodafone cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of Customer's termination notice. The Customer shall not be required to pay any Recovery Charges except for (i) any Charges payable up to the termination, and (ii) any remaining Charges or payments related to any Equipment that the Customer decides to retain.

(d) Where the Customer has the right to terminate as a result of a change pursuant to this clause 13.5 and the change relates to a Bundle, the Customer shall have the following choice:

- (i) to exit the whole Bundle; or
- (ii) to retain the whole Bundle; or
- (iii) to retain the elements of the Bundle that are not subject to the change (where those elements are offered by Vodafone separately to the Service that is subject to the change); unless the Customer has provided a waiver for termination to extend to all elements of the Bundle. The Customer shall be obliged to notify Vodafone of its choice within 30 days of being notified of the change.

(e) Customer shall not be entitled to any compensation as a result of exercising its rights under this clause.

13.6 Notice of changes:

(a) Where Vodafone is making changes to Services under clauses 13.2(a)(i), (v), (vi) or 13.3 (together, "Permitted Changes"), Vodafone shall not be obliged to provide Customer with any notice, but will make reasonable efforts to do so. For the avoidance of doubt, Customer shall not be entitled to terminate the Agreement without paying Recovery Charges in the event that Vodafone exercises its right to make one or more Permitted Changes.

(b) Where Vodafone is making a change to the Agreement, Services or Charges under clauses 13.4, and such change results in the Customer having a right to terminate pursuant to clause 13.5, Vodafone shall provide Customer with as much advance notice of the change as practicable, but in any event, no less than 30 days' notice prior to implementing the change (unless prevented from doing so because of Applicable Law, court order or any competent statutory or supervisory authority).

14. Assignment

14.1 **Assignment:** Neither Party may assign, novate or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed, provided that Vodafone may assign, novate or otherwise transfer any of its rights under this Agreement (without the consent of Customer) to any Vodafone Group Company or a debt collection agency where Vodafone has terminated this Agreement for Customer's non-payment of undisputed invoices.

14.2 **Sub-contract:** Vodafone may sub-contract any of its obligations under this Agreement but shall remain responsible to Customer for the provision of the Services.

15. Data Protection

15.1 Both Parties shall comply with Applicable Privacy Law.

15.2 Vodafone may Process Operational Data as an independent Data Controller for the following purposes: (i) account relationship management and marketing; (ii) sending bills; (iii) order fulfilment /delivery and improvement of the Services; or (iv) customer service.

15.3 When providing Services as an electronic communications services provider, Vodafone may also Process Traffic Data as an independent Data Controller for the following purposes: (i) delivering User communications; (ii) calculating Charges pertaining to the User; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services.

15.4 Vodafone may disclose Operational Data and/or Traffic Data: (i) to the extent necessary, 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.



15.5 The Parties acknowledge and agree that the Parties will need to share Operational Data between themselves. Operational Data will be shared on the basis of a transfer from one Party to the other, and each Party will assume responsibility for its own compliance with Applicable Privacy Law. Each Party will act as a separate, independent Data Controller in respect of the Operational Data and shall only use the Operational Data in connection with the management of this Agreement and the delivery or receipt (as applicable) of the Service (which, in relation to Vodafone, shall include the purposes set out in clause 15.2).

15.6 The Customer shall cooperate with Vodafone and provide such information and assistance as Vodafone may require to enable it to: (i) deal with and respond to all investigations and requests for information relating to the Personal Data processed under this Agreement from a data subject or from any Privacy Authority; and (ii) handle any Personal Data breach relating to the Services in an expeditious manner in accordance with the requirements of Applicable Privacy Law.

15.7 Where Customer shares Personal Data with Vodafone, the Customer warrants and undertakes that it has complied with all necessary obligations imposed on it under Applicable Law including ensuring that it has either (i) obtained all necessary consents to transfer the Personal Data to Vodafone; or (ii) secured another lawful basis, in accordance with Applicable Privacy Law, to share such Personal Data with Vodafone for the processing envisaged by this Agreement and has provided appropriate privacy notices to the relevant data subjects (as required by Applicable Privacy Law) to enable it to share the Personal Data with Vodafone for the purposes envisaged by this Agreement.

15.8 Where Vodafone is acting as a Data Processor in respect of the Customer's Personal Data, applicable terms shall be set out in the relevant Service Specific Terms.

15.9 The personal information collected from Customer and/or Users will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify Customer's and/or User's identity. If fraud is detected, Customer and/or Users could be refused certain Services, finance, or employment. Further details of how information will be used by Vodafone and these fraud prevention agencies, and Customer's and/or User's data protection rights, can be found at www.vodafone.co.uk/privacy under the tab "Fraud Prevention";

15.10 Vodafone's privacy notice can be accessed at: www.vodafone.co.uk/privacy.

15.11 **Interpretation and Definitions:** in this clause 15, any reference to "Vodafone may" is deemed to constitute: (a) a specific acknowledgement and authorisation on the part of Customer as required by Applicable Privacy Law; and (b) permission for Vodafone's lawfully appointed sub-processors to do likewise (for whose acts and omissions Vodafone remains responsible).

16. Dispute Resolution

16.1 **Choice of law:** This Agreement and all disputes between the Parties are governed by, and construed in accordance with, the laws of England and Wales.

16.2 **Jurisdiction:** The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.3 Disputes:

(a) If there is a dispute under this Agreement, both Parties shall use the following dispute resolution process:

- (i) whichever Party is affected will provide the other Party with written notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
- (ii) both Parties will use reasonable endeavours to settle the dispute within 14 calendar days of receiving the complaint and will make sure to provide regular updates to the other Party during the 14 calendar days;
- (iii) if the dispute is not settled after 14 calendar days (or any other period agreed in writing by both Parties), the dispute can be escalated to a senior executive of either Party, who shall be nominated at the time; and
- (iv) if the dispute is still not settled 14 calendar days after it has been escalated, both Parties will consider mediation.

16.4 **Legal Proceedings:** Neither Party shall issue any legal proceedings in relation to any dispute arising out of this Agreement until the earlier of the conclusion of the escalation procedure provided for in clause 16.3 or 3 months after the date the dispute was first referred to such escalation procedure. This shall not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute.

17. Suspension of Services

17.1 **Suspension:** Vodafone may suspend the Services (in whole or part), including provision of Equipment: (a) in order to comply with Applicable Law; (b) to the extent necessary for maintenance, modification, repair and testing of the Network; (c) to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (d) if Customer has failed to pay undisputed amounts for more than 30 days from the Due Date; (e) in any other circumstances specified in this Agreement; (f) if Customer breaches clause 3.8; (g) if Customer exceeds a credit limit on its account; (h) if Vodafone has the right to terminate this Agreement; or (i) if Customer continues to use End of Life Equipment following receipt of a Vodafone notification in accordance with clause 4.5.

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

17.3 **Suspension for Breach of Terms of Use:** Where Customer breaches clause 3.8 and where reasonably possible, Vodafone shall: (a) give Customer prior notice of any associated suspension; (b) give Customer a reasonable time to rectify the breach in order to avoid a suspension; and (c) limit any suspension to those Connections or Users in breach. If Customer breaches clause 3.8 a second time, Vodafone may take action under this Agreement without reference to this clause 17.3. Customer may be required to reimburse Vodafone for reasonable costs and expenses incurred by Vodafone in resuming the Service.

18. Termination

18.1 Termination after expiry of Minimum Term:

(a) Unless and until a Customer enters into a Renewal Term (where applicable as provided for in the Commercial Terms), the relevant Service(s) that were covered by the Minimum Term will continue to be provided following the expiry of the Minimum Term until the Customer elects to terminate ("**Automatic Prolongation Period**").

(b) Following expiry of the Minimum Term, any applicable discount may drop off and the Standard List Price, as set out in the Order and/or Commercial Terms will apply. The details on the application of any Charges before and after expiry of the Minimum Term will be set out in the Order and/or Commercial Terms.

(c) Where a Customer enters into the Automatic Prolongation Period in relation to any Service(s), Customer may terminate the relevant Service(s) (including any Service that is part of a Bundle with such relevant Service(s) in the case of Eligible Customers) by giving 30 days written notice. Customer will be required to pay for any Charges incurred during the notice period.

(d) The Automatic Prolongation Period and the corresponding right to terminate apply to Electronic Communications Services or Bundle(s) in the case of Eligible Customers, only, and are not applicable for M2M Services or Services provided under a fixed term Agreement.

18.2 **Termination for convenience:** Unless stated otherwise in these General Terms or the Service Terms, and subject to any applicable Recovery Charge, either Party shall have the right to terminate this Agreement in whole or in part by giving three months' written notice.

18.3 **Termination for cause:** Either Party may terminate this Agreement (in whole or in part) with immediate effect by written notice to the other Party, if that other Party: (a) becomes subject to sanctions and/or trade or export control laws necessitating termination; (b) commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; (c) commits a material breach of this Agreement which is not capable of remedy; or (d) makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs in the territory where it is located (if such termination is permitted by Applicable Law).

18.4 **Termination due to a Force Majeure Event:** If a Party is the subject of a Force Majeure Event for a continuous period exceeding 90 days, the other Party may terminate this Agreement (in whole or in part) by giving 30 days' written notice to the Party affected by the Force Majeure Event.

18.5 **Other termination rights:** Vodafone may terminate this Agreement (in whole or in part) with immediate effect if Customer:

- (a) breaches clause 3.8; or
- (b) is more than 30 days late in paying undisputed Charges and does not make payment within 30 days of written notice from Vodafone.

18.6 **Effect of termination:** On termination of this Agreement or an individual Service, Customer and its Users shall (a) stop using the relevant Services and Vodafone Software (other than Software embedded in Customer Equipment); (b) return, or make available for collection, any Equipment, documents and information owned by Vodafone in accordance with Vodafone's reasonable instructions; and (c) pay any outstanding Charges, including any applicable Recovery Charge. In the event Customer fails to return or make available for collection any Equipment, Vodafone reserves the right to recover the cost of such Equipment. Customer shall not be entitled to unused Subsidy after termination or from 3 calendar months prior to expiry of the Minimum Term.

19. Recovery Charge

19.1 A Recovery Charge shall not be payable by Customer to Vodafone where this Agreement (in whole or in part) or a Service is terminated:

- (a) by Customer in accordance with clause 13.5;
- (b) by Customer in accordance with clause 18.1(b);
- (c) by Customer in accordance with clause 18.3;
- (d) by Vodafone in accordance with clause 18.1;
- (e) because clause 18.4 applies.

19.2 If a Customer terminates the Agreement in accordance with clause 13.5, Customer will be required to pay for:

- (a) Charges for the period ending on the date Customer provides notice to Vodafone that they wish to terminate; and

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(b) Any Equipment Charges, including the remaining value of any Equipment. Where a customer has a separate agreement for equipment, Customer will still be required to continue to make payments under that agreement.

(c) Any Charges for any element of a Bundle that is retained.

19.3 Other than where excluded by clause 19.1, a Recovery Charge shall be payable by Customer to Vodafone where:

- (a) the Minimum Term expires before the Customer achieves the Target Spend (where applicable); or
- (b) a Service or this Agreement (in whole or in part) is terminated prior to:
 - (i) the Service Commencement Date;
 - (ii) the expiry of a Minimum Term (whether applicable to a Service, Service Element, or a given Connection); or
 - (iii) the expiry of any Renewal Term(s).

19.4 Any applicable Recovery Charge shall be as set out in the Commercial Terms. If, for any reason, the Recovery Charge is not set out in the Commercial Terms, it shall be calculated using one of the following methods:

- (a) where either clause 19.3(a) or 19.3(b) apply, and there is an applicable Target Spend, the Recovery Charge shall be the greater of:
 - (i) $\text{Target Spend} \div \text{Minimum Term (in months)} \times \text{number of months remaining in the Minimum Term from the date of termination}$; or
 - (ii) $\text{Target Spend} - \text{Actual Spend}$.
- (b) where clause 19.3(b) applies, and there is no applicable Target Spend, the Recovery Charge shall equal:
 $(\text{Access Fee or Recurring Charge (as applicable)} \times \text{number of months remaining of Minimum Term (or Renewal Term) from the date of termination}) + \text{any outstanding One-Off Charges}$.

19.5 Any applicable Recovery Charge shall be payable by Customer to Vodafone within 30 calendar days of the occurrence of the relevant event, detailed in either clause 19.3(a) or clause 19.3(b).

20. General Provisions

20.1 **Survival of clauses:** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force.

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

20.3 **Inclusive wording:** Any phrases introduced by the terms "including", "include", "in particular" or any similar expressions are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

20.4 **Force Majeure:** If a Force Majeure Event occurs, the affected Party is not liable to the other and will be released from its affected obligations (except payment obligations) for the period of the Force Majeure Event, provided that the affected Party has notified the other Party of the circumstances giving rise to the Force Majeure Event.

20.5 **Illegality:** If a provision or part-provision of this Agreement is found to be illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.

20.6 **Third Party Providers:** Services may be provided by a Third Party Provider. Where a Third Party Provider terminates Customer's right to use a Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.

20.7 **Anti-money Laundering and Counter-Terrorism Financing:** Each Party (the "Information Provider") agrees to provide any information and documents (the "Relevant Information") reasonably required by the other Party (the "Information Recipient") to comply with any Applicable Laws relating to anti-money laundering or counter-terrorism financing including any Applicable Laws imposing "know your customer" or other identification checks or procedures that the Information Recipient is required to comply with in connection with this Agreement (the "AML/CTF Laws"). This obligation applies only to the extent that the Relevant information is in the possession of the Information Provider or may be obtained by it after having undertaken reasonable steps and is subject to any confidentiality, privacy or other legal obligations owed by the Information Provider to any person in relation to whom the Relevant Information relates (except to the extent that AML/CTF Laws take precedence over such obligations).

20.8 **Non-waiver:** Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be agreed in writing by authorised individuals and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.

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

20.10 **Implied terms:** Unless expressly set out in this Agreement all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

20.11 **Entire agreement:** Except for fraudulent misrepresentation, this Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements between the Parties relating to the same. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement, promise or warranty made, or agreed to, by any person, except those expressly provided for by this Agreement. Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.

20.1 Conditions of the Customer diverging from the terms in this Agreement shall not be valid even if Vodafone effects delivery or renders services without reservation.

20.2 **Third party rights:** This Agreement is made only for the benefit of the Parties to this Agreement and is not enforceable by any other person under the Contracts (Rights of Third Parties) Act 1999 or other Applicable Law.

20.3 **Counterparts:** The Parties may sign this Agreement by electronic signature. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

21. General Definitions

21.1 Applicable to these General Terms and this Agreement as a whole:

Access Fee	a Recurring Charge payable by Customer for use of the Services on a monthly or annual basis as set out in the Commercial Terms and/or Order.
Actual Spend	the aggregate amount of Charges incurred and payable by Customer during the Minimum Term solely for the Service to which the Target Spend applies and excluding fees for Equipment (whether paid for by use of Subsidy or not) and less any credits or rebates applied to the account.
Additional Service Recipient	a Customer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.4.
Agreed Delivery Date	the intended delivery date for a Service (or Service Element) to be provided by Vodafone to Customer and which may be specified in the Commercial Terms and/or Order.
Agreement	this agreement, consisting of the documents set out in clause 1.1.
Agreement Start Date	the date of Vodafone's acceptance of the applicable Commercial Terms. Where acceptance is not express, acceptance is deemed when Vodafone begins to provide the first of the Services and/or Equipment governed by this Agreement to Customer.
Ancillary Charges	ancillary, excess, construction or miscellaneous Charges necessary for the provision and support of the Service. A non-exhaustive list, as may be updated from time to time, of the relevant Ancillary Charges is set out here: http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf .
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.
Applicable Privacy Law	the relevant data protection and privacy law, regulations (including GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
AUP	Vodafone's acceptable use policy set out at www.vodafone.co.uk/Acceptable-Use-Policy-Business , as updated by Vodafone from time to time.
Bundle	Services and/or Equipment that are provided under the same Agreement or where the Agreement is closely related or linked to another. For example, multiple services provided

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	under the same contract; or where Charges for one Service is discounted on the basis that an additional Service is taken. A Bundle must involve a combination of (i) an Electronic Communications Service (ECS) comprising either communication based on telephone numbers or access to the Internet, and (ii) any of the following elements: 1. another publicly available ECS (e.g., triple-play offers), 2. information society service (e.g. software), 3. content service (e.g. subscription to movies or TV channels) or 4. communications equipment.
Charges	the charges or fees specified in this Agreement as payable by Customer.
CFA 2017	the Criminal Finances Act 2017.
Commercial Terms	the document identified in this Agreement as the "Commercial Terms" or "Welcome Letter" which details the commercial offer to Customer for the Services.
Confidential Information	confidential information concerning the business and affairs of a Party, a Vodafone Group entity or a Customer Group entity that a Party obtains or receives from the other Party or which arises out of the performance of any Service.
Connection	a Vodafone SIM or fixed line connection that has been configured to attach to the Network.
Contract Summary	the document headed 'Contract Summary' provided to you prior to entering into this Agreement, where applicable.
Customer	the entity identified in the Commercial Terms as such.
Customer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Customer purchases from Vodafone shall be considered to be Customer Equipment once title has passed to the Customer.
Customer Group	Customer and any company in which Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Customer Site	as the context permits a Customer's premises (either owned by Customer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Commercial Terms and/or Order.
DAP	"delivered at place", as defined by the International Chamber of Commerce's Incoterms 2010.
Data Controller	the person that determines the purposes and means for which data is Processed.
Data Privacy Obligations	in respect of each Party, that Party's obligations relating to the Processing or control of Personal Data as expressly set out in this Agreement.
Data Processor	the person that Processes data on behalf of the Data Controller.
Due Date	as specified in the Commercial Terms or, if not specified, 14 calendar days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.
Electronic Communications Service	a subset of Services (a complete list contained on www.vodafone.co.uk/terms-and-conditions) consisting in, or having as its principal feature, the conveyance by means of an electronic communications network of signals, available for use by members of the public, including fixed and mobile telephony and provision of access to the internet. A full list of Electronic Communications Services is available at vodafone.co.uk/terms .
Eligible Customer	a Customer with 10 or fewer employees (including a not for profit organisation and its volunteers).
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
End Product	an end product or service that is the result of a Value Added Reseller combining services, applications or hardware with

	the Services in order to sell such end product or service to its own customers.
Enterprise Device Catalogue	the catalogue containing the standard list prices for devices and accessories. Available to Customer on request.
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Customer for use in receiving the Services. Equipment excludes Customer Equipment.
Extra Service Terms	the additional terms that apply to certain Service Elements ordered by Customer, set out in the Extra Service Terms and/or as Vodafone otherwise advises Customer in writing.
Fixed Service	the core fixed telecommunication Service and any associated additional Services belonging to the fixed family of Services (as identified in the Service Specific Terms).
Fixed Service Terms	the document identified in this Agreement as the "Fixed Service Terms" that sets out terms and conditions relating to fixed line and applicable elements of unified communications Services and which is set out at www.vodafone.co.uk/terms as may be amended from time to time. The Fixed Service Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.
Force Majeure Event	any circumstance not within a Party's reasonable control which prevents, hinders or delays that Party from performing any of its obligations (except payment obligations) under this Agreement, including, without limitation: <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action/intervention taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by Third Party Providers, suppliers or sub-contractors; and (i) interruption or failure of utility service.
Freeze Period	(i) the period commencing on or around 1 December of a given year and expiring on or around the following 15 January; and (ii) the duration of events involving a significant spike in Network usage.
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
General Terms	the document identified in this Agreement as the "General Terms". Where Customer purchases Services from Vodafone via a Partner, references to the General Terms shall be deemed to include the VPS Addendum where the context requires.
Global Certification Forum	an independent certification scheme for mobile phones and wireless devices.
Group Company/Group Companies	a member of the Vodafone Group or Customer Group, as relevant.
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a

General Terms

Business Customers



	mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
International Band	a group of countries classed by Vodafone as being grouped together for calls to another country from the UK as set out within the applicable Price Plan Guide or where no Price Plan Guide applies, within the Commercial Terms.
Liability Period	each consecutive 12-month period starting on the Agreement Start Date.
Mandatory Accompanying Services	any mandatory accompanying services specified in the Service Specific Terms relating to a Service.
Minimum Term	the minimum term to which Customer commits to receive a Service (as applicable to a Service, Service Element, or on a per Connection basis), as specified in the Commercial Terms. Unless stated otherwise in the Commercial Terms, the minimum term shall commence on the Service Commencement Date.
Mobility Equipment	hardware, Vodafone Software, and any other tangible equipment in relation to Mobility Services (other than SIMs) supplied by, or on behalf of, Vodafone to Customer for use in receiving Mobility Services.
Mobility Service	the core mobile telecommunication Service and any associated additional Services belonging to the mobility family of Services (as identified in the Service Specific Terms).
Mobility Service Terms	the document identified in this Agreement as the "Mobility Service Terms" that sets out terms and conditions relating to mobile telecommunication and any applicable elements of unified communications Services and which is set out at www.vodafone.co.uk/terms as may be amended from time to time. The Mobility Service Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.
M2M Services	Refers to a subset of Electronic Communication Services made available to the public, which allows for the automated transfer of data and information between devices or software-based applications with limited or no human interaction.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Non Recurring Charges	means One-Off Charges.
NRA	the national regulatory authority for electronic communications or telecommunications services in the relevant country.
Ofcom General Conditions of Entitlement (General Conditions)	the regulatory conditions specified by Ofcom, that apply to Vodafone as an electronic communication network and services provider in the UK.
Off-Peak	all periods that are not Peak Hours.
One-Off Charges	the non-recurring Charges payable by Customer in relation to the Service and/or Equipment as described in the

	Commercial Terms and detailed in Customer's Order, and may include Installation Charges for ports, access circuits and routers, charges for set up of Service Elements and Configuration Changes.
On-VPN	a call type between telephone numbers that the Parties have agreed to form part of a virtual private network.
Operational Data	Personal Data provided or made available by one Party to the other which is operationally required for the performance of this Agreement (business contact information such as names, email addresses, telephone and fax numbers) relating to that Party's employees or representatives.
Order	an order (in the form specified in this Agreement or otherwise agreed by the Parties) that is raised by Customer to order Services and that is accepted by Vodafone.
Partner	a third party authorised by Vodafone who may have sold Services to Customer on Vodafone's behalf and which may also be a Third Party Provider.
Party or Parties	Customer and/or Vodafone, as relevant.
Peak Hours	a period between 8.00am and 7.00pm on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.
Port	transfer a telephone 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 Standard List Price Charges (including out-of-bundle Charges) and individual terms for a particular standard price plan. Price Plan Guides shall be available on www.vodafone.co.uk/terms or provided to Customer.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Recovery Charge	any amount payable by Customer for early termination or failure to meet commercial commitments as set out in this Agreement.
Recovery Equipment	mobile phones, tablets and sure signal devices supplied by, or on behalf of, Vodafone to Customer for use in receiving Mobility Services.
Recovery Policy	Vodafone's policy regarding the replacement or repair of faulty Recovery Equipment, as amended from time to time, and set out at www.vodafone.co.uk/terms
Recurring Charge	a regular and recurring Charge payable by Customer for use of the Services on a monthly, quarterly or annual basis as set out in the Commercial Terms and shall include Access Fees.
Renewal Term	the renewal term of the relevant Service as specified in the Commercial Terms and/or the Service Terms.
Roaming Zone	a group of countries classed by Vodafone as being grouped together for calls made and/or received in a country other than the UK as set out within the applicable Price Plan Guide or where no Price Plan Guide applies, within the Commercial Terms.
Service Commencement Date	unless stated otherwise in the Commercial Terms, the date as advised to Customer by Vodafone when Vodafone is satisfied that the Service has met Vodafone's standard testing criteria and the Service is available and ready for use.
Service Element	the individual components of a Service (including optional service elements if applicable).

General Terms

Business Customers



Service Terms	the Mobility Service Terms and/or Fixed Service Terms, as applicable, together with the relevant Service Specific Terms, including the Tiered Support Service Specific Terms where applicable and which are set out at www.vodafone.co.uk/terms as may be amended from time to time. The Service Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.
Service Specific Terms	the document(s) identified in this Agreement as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Services	the services (which consist of Fixed Services and/or Mobility Services, and which include any applicable Service Elements) to be provided by Vodafone or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Vodafone to allow use of equipment on the Network by Customer
Site Survey	a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services at that Customer Site.
Software	a machine executable computer program, software module or software package or any part thereof (in object code only) which Vodafone licences to Customer, or grants Customer access to, as part of the Service, irrespective of how it is stored or executed, and including all fixes, modifications, enhancements, translations, updates, upgrades and derivative works.
Standard List Price	Vodafone's standard unsubsidised, undiscounted or waived Charges for Services and Equipment (as amended by Vodafone from time to time) as advised to Customer by Vodafone and/or as set out on www.vodafone.co.uk/terms and/or as made available on request by Customer.
Subsidy	a sum Vodafone invests in the Customer, including Connection bonus, Technology Fund, Innovation Fund or Equipment discount, as set out in the Commercial Terms.
Target Spend	the minimum amount of money (stated exclusive of VAT) which the Customer commits to spend using the Service (for which a Target Spend applies): (i) during the Minimum Term; and (ii) excluding use of any Subsidy. This figure will be specified in the Commercial Terms for that Service (where applicable)
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Customer in writing relating to a Service or Equipment including notification to upgrade.
Technology Fund	credits applied to Customer's Vodafone account to offset (fully or partially) the cost of certain Equipment as defined in the Enterprise Device Catalogue (excluding tablets and computers) sold to Customer at Vodafone's Standard List Price.
Third Party Provider	a third party contracted by either Vodafone (including Vodafone Group) or Customer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
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.
Tiered Support Service Specific Terms	the document(s) identified in this Agreement as the "Tiered Support Service Specific Terms" that sets out information on the support services Vodafone offers in respect of certain Services and which is set out at www.vodafone.co.uk/terms as may be amended from time to time. The Tiered Support Services Terms shall be identified by reference to the Service name and date of publication. Customer can identify those terms applicable according to their Service Commencement Date.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
TUPE Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006), as may be amended from time to time, and/or any similar or equivalent legislation enacted into the laws of England and Wales, Scotland or Northern Ireland (as applicable) from time to time.
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 Services who is approved by Customer and who must be a permanent or temporary employee or sub-contractor of Customer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
User Personal Data	any information that relates to an identified or identifiable User.
Value Added Reseller	a person who combines services, applications or hardware with the Services in order to create an End Product to sell to its own customers.
Value Added Reseller Terms	the document identified in this Agreement as the "Value Added Reseller Terms" that sets out terms and conditions relating to Value Added Resellers, and which is set out within the relevant Service Specific Terms at www.vodafone.co.uk/terms as may be amended from time to time.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the "Where we are" page at www.vodafone.com .
Vodafone Software	any Software supplied by Vodafone or its licensors to Customer (including Software embedded in any Equipment).
VPS Addendum	a variation to these General Terms set out at www.vodafone.co.uk/terms , which applies only in the event that Customer purchases Services from Vodafone via a Partner.
Waiver	an express consent by Eligible Customers to waive their rights and exclude the application of certain protections under the General Conditions.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

