



General Terms and Conditions of the Vodafone Mobile Telecommunications Service (for new customer/upgrades from 13 June 2011 to 28 November 2016)

Important: These terms and conditions will apply to any new bill pay Customer, any Customer upgrading or any Pay As You Go Customer moving to Bill Pay from 25 May 2011 onwards.

How are the T&Cs structured?

1. When signing up for mobile telecommunications services from Vodafone Ireland Limited (a company registered in Ireland having its registered address at MountainView, Leopardstown, Dublin 18) you will be required to accept these General Terms and Conditions as well as Service-specific terms and conditions which relate specifically to the tariff plan or services chosen by you.
2. Certain terms and conditions you sign up to will be guaranteed for the duration of your contract (and if changed you shall be entitled to terminate) whereas others will change from time to time. The distinction is explained further below:
 - 2.1. Core Terms and Conditions - The General Terms and Conditions and certain other terms and conditions identified in your Service specific terms will be deemed "Core Terms and Conditions". These terms and conditions apply to services which we have contracted to provide you at the time of entering into the contract and will continue to provide over the duration of the contract. The Core Terms and Conditions can only be changed by Vodafone giving you thirty (30) days' notice. In the event of any such alteration, you shall have the option to terminate the Service without penalty during that 30-day notice period, subject to payment by the Customer of all Charges due to date. Your continued use of the Service signifies your acceptance of any amendment.
 - 2.2. On-Demand Terms and Conditions – Any services which we have not committed to providing you with for the entire duration of your contract with Vodafone will be subject to "On Demand Terms and Conditions". These are terms and conditions which we are not in a position to guarantee at the time of entry into these General Terms and Conditions and relate to services we have not agreed to provide for the duration of your minimum term. You are advised to check the most up-to-date prices and terms and conditions associated with these services before using such services. Unless you have used a specific On Demand Service (by accessing or calling a specific content or number) Vodafone reserves the right to alter any terms of the On Demand Terms and Conditions without further notice to you. If you have accessed specific On Demand Services within the previous 30 days then changes to these specific services will be notified to you in the same way as changes to Core Terms and Conditions. For the avoidance of doubt, you will not be entitled to terminate your contract for a change to On Demand Terms and Conditions as we have not agreed to provide them to you for the duration of the Minimum Term in any event. Unless otherwise specified the following services shall be considered On Demand Services in addition to other services identified as being on demand:
 1. Content services;
 2. Roaming services;
 3. Directory Enquiry rates and services;
 4. International Call rates and services;
 5. Premium Rate Services.
 - 2.3. For customers entering into a new contract from **1st 30 June 2014**, the following clause will apply instead of Clause 2.4.
 - 2.4. 2(2) of the General Terms and Conditions of the Vodafone Mobile Service; On Demand Terms and Conditions – Any services which we have not committed to providing you with for the entire duration of your contract with Vodafone are called "On Demand Terms and Conditions". On Demand Services include but are not limited to:
 1. Content services;
 2. Roaming services;
 3. Directory Enquiry rates and services;
 4. International Call rates and services;
 5. Premium Rate Services.These are Services which we are not in a position to guarantee at the time of entry into these General Terms and Conditions and relate to services which we have not agreed to provide for the duration of your minimum contract term. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services. We may amend, vary or withdraw the terms of any On-Demand, ancillary services from time to time, without any notice to you and you will not be entitled to terminate your Contract if we do so. For example, from time to time we may increase the price of On-Demand Services such as Directory Enquiries, Call-Save and Premium Rate numbers, or we may withdraw these Services without notifying you of such changes.
3. These Terms and Conditions together with the application form and the terms and conditions of any applicable Service options, tariff plans or promotions constitute a legally binding contract (the "Contract") between you and Vodafone. This Contract shall commence when Vodafone accepts your application and connects you to the Vodafone mobile telecommunications network. Please note that various related Vodafone products and services and third party services may be subject to additional terms and conditions which you are advised to read.
4. This Contract is personal to you. You shall not, except with Vodafone's written consent or in accordance with Vodafone's standard transfer procedures, assign or otherwise transfer the Contract in whole or in part. Vodafone may freely transfer this Contract and any debts due under the Contract without notice.



What Services can you expect and are there any Service restrictions?

5. Depending upon the tariff plan and service chosen you may be able to make or receive calls/texts or transmit data over the Vodafone network from time to time. You will receive a bundle of call minutes and/or text messages and/or data allowance dependant upon the tariff plan selected.
6. Connection to the network shall be conditional on you:
 - 6.1. having and maintaining a credit rating satisfactory to Vodafone and providing Vodafone with such financial security as it reasonably requires;
 - 6.2. providing valid proof of identity/address and such evidence of residency in Ireland as may be required;
 - 6.3. being over 18 years of age;
 - 6.4. truthfully and accurately completing the application form and providing such other information as may with valid reason be requested.
7. Due to the nature of mobile services Vodafone is not in a position to guarantee or offer any minimum service levels. Vodafone shall endeavour to connect you to the Service on the same day as application is made. The quality and the availability of the Service and related Vodafone products and services is subject to certain limitations, including the proximity of base stations and circumstances beyond Vodafone's reasonable control including, but not limited to, geographic and atmospheric conditions and the functional capability of your equipment. Vodafone does not represent or warrant that the operation of the Service or related Vodafone products and services will be uninterrupted, timely, secure or error-free or that it will meet any Customers specific requirements. In particular Vodafone does not represent or warrant that calls will not be dropped, 3G or GPRS Sessions will not be lost, transmission of data calls shall occur at any particular speed or that all traffic can or will be transmitted by the network. Vodafone does not accept responsibility for the security of 3G or GPRS Sessions. The Customer conducts any 3G or GPRS Session at its own risk and is solely responsible for adopting such appropriate security measures against unauthorised access to and interference with equipment (or associated software/hardware and data) as may be necessary.
8. Vodafone may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by Vodafone (e.g. for maintenance, security or other valid reasons) or if Vodafone is requested by an authorised authority or required to do so by legislation or for technical, maintenance, security or other valid reasons. All reasonable efforts shall be made to minimise such service disruptions. The Customer shall remain liable for all charges during any such service disruptions unless Vodafone decides otherwise.
9. Vodafone reserves the right, without prejudice to any other provisions of this Contract, to issue such reasonable instructions concerning the use of the service as may be necessary in the interests of safety, quality of service, other customers or telecommunications services as a whole, or for any other valid reason Vodafone deems sufficient.
10. At Vodafone's discretion, international calls and calls to premium numbers will not be permitted when a customer first subscribes to services from Vodafone. Customer's wishing to have access to such additional services should contact Vodafone's customer care in order to lift the bar.
11. Vodafone makes no representation and gives no warranty as to the content, quality, availability, suitability or timeliness of any third party service. Vodafone reserves the right to suspend or withdraw access to all or any such third party services on a temporary or permanent basis at any time. Vodafone may be required to bill the Customer for such services.
12. Vodafone continuously monitors network performance to ensure that the service received by customers is not impacted through a minority of users or a particular promotion placing high demand on network resources (e.g. large bandwidths or exceptionally high call volumes over long periods). Any such high-demand users can expect to experience reduced speeds at peak times. Peak times are subject to ongoing change based on actual network demands. This service does not support 'calls over the internet' or data sharing. If you want to use data services like making calls over the internet or sharing data files over the internet you should choose a tailored data tariff or add-on.
13. The service includes access to emergency services (you should call 112) free of charge. However, access to emergency services requires there to be some power in your handset battery.
14. The various customer support services provided by Vodafone change from time to time but details of the most up to date services, the means of obtaining these services and any associated charges are available at <http://www.vodafone.ie/helpsupport/contactus/>.

How will you pay for the Service and what happens if payments are missed?

15. Vodafone offers a range of tariff plans with different rates and methods of charging. Charging rates and methods may vary depending on the type of call/data/text sent or received. Vodafone may from time to time vary the charges, the tariff plans (and tariff rules applicable thereto), rates or methods of payment and the terms of same. Vodafone reserves the right to cease offering and/or replace its tariff plans from time to time. Existing tariff plans may not always be available. You are advised to read the relevant Vodafone tariff rules and rates, which are available from Vodafone, before completing the application form.
16. You shall be liable for all charges incurred personally or otherwise through the use of the services/equipment calculated according to the relevant charging option and for all costs howsoever incurred (on a full indemnity basis) incurred in enforcing the Contract. If



- your equipment is lost or stolen, you shall remain liable for all charges incurred until Vodafone is informed. The loss of or inability to use the equipment does not automatically bring the Contract term or your liabilities under this Contract to an end.
17. Please note that certain services are charged on the basis of the volume of transmissions sent and/or received by your equipment over the network except where your tariff plan provides otherwise. Vodafone's determination of the volume of transmissions shall be conclusive. Volume indications given on handset screens may not be accurate. If there is a minimum charge for each session conducted using your equipment and such session is terminated for any reason, the minimum charge may apply again if it is re-established.
 18. Each 160 characters (or part thereof) of each non-MMS text message in the English language is charged as a separate text message. The number of characters allowed per text message may be reduced where the default language is changed from English. Please note that text messages sent over MMS are charged by reference to the volume of data sent. Whilst Vodafone will make every effort to ensure that all text messages are delivered, you shall be liable for all charges in respect of any text messages that are not delivered.
 19. Vodafone may require you to pay a deposit as security for payment of charges. A deposit is refundable after Contract termination or after a satisfactory payment record is established and you have paid all amounts owing to Vodafone. Advance payments may also be required, which shall be credited to the your account. No interest shall accrue on any deposit or advance payment.
 20. All Charges, deposits or advance payments payable shall be discharged in such manner, time or methods as Vodafone may designate. Vodafone reserves the right at any time to set-off all or part of any sum owing by you to Vodafone against any sum due by Vodafone to you whether under this or any other contract with Vodafone.
 21. Invoices shall ordinarily be sent to the billing address shown on the application form (or any other address notified to Vodafone) and shall be deemed received on the second postal day after the date of posting. You may additionally or alternatively opt to receive an electronic copy of the invoice over the internet. VAT at the appropriate rate shall be added to all invoices unless otherwise specified. Vodafone may for operational reasons change its invoicing methods and periods and issue interim invoices. All charges and other payments must be paid by the due date specified on the invoice. Where payment of charges is not made by such due date, Vodafone may apply interest on sums due at the rate of 2% above the then prevailing base rate of Allied Irish Bank plc. from the due date until the date of payment.
The following addition to this clause will apply to: any new bill pay customer, any customer upgrading or any pay as you go customer moving to bill pay; from 1 December 2012 onwards:
Vodafone may also charge you reasonable administration and collection costs as a result of you paying your bill late or not paying it at all including but not limited to a charge for each occasion a direct debit payment fails provided the failure is not caused by Vodafone.
 22. Vodafone may apply a limit to the amount of charges that may be incurred. Vodafone may alter this limit from time to time. Vodafone may group individual accounts into a single consolidated account for administrative purposes.
 23. You may use the service whilst located outside the Republic of Ireland however access to local networks shall depend upon the arrangements between local operators and Vodafone and shall not constitute a core element of your services. Special charges shall apply to such use of the service outside of the Republic of Ireland. Please refer to Vodafone's current tariff rules for details of such rates prior to using such roaming services. Under EU Roaming regulations you can use your monthly allocation of minutes/data/texts while roaming in the EU in the same way you use the allocation domestically. For any other destination the monthly allocation of minutes cannot be used while roaming.
 24. Vodafone charges for price plans in advance but cannot do this for calls, messages and data. Therefore on a bill, the service charges are for the month coming up and the usage charges are for the month just gone.

Your Obligations

25. You are responsible for the acts and omissions of all persons using equipment on the Vodafone network and password protected accounts. Without prejudice to any provision of this Contract, you agree:
 - 25.1. not to use or permit the use of the service or the equipment for any improper, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person
 - 25.2. not to use or permit the use of the service or the equipment, so as to cause the operation of the network or the quality of service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
 - 25.3. to only use type-approved equipment with the network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the equipment is used;
 - 25.4. to comply with all reasonable instructions or requests of Vodafone or an authorised authority;
 - 25.5. to promptly notify Vodafone in writing (unless Vodafone otherwise requires) of any change of address or cessation of service by you;
 - 25.6. to inform Vodafone immediately by telephone and (if Vodafone requires) confirm in writing, if the equipment is lost, stolen or damaged.



- 25.7. Vodafone shall not be responsible or liable for any content sent or received by you (including content which contains a virus or other harmful or unlawful material). Vodafone makes no representation and gives no warranty as to the quality, accuracy, correctness, completeness or suitability of any content. The Customer's reliance on or use of content is at its sole risk and must not be exploited commercially to the detriment of Vodafone or any third party or to provide any other on-line or information service. Recipients of certain content (in particular, multi-media messages) may only be able to fully access it if the receiving equipment has the necessary functionality.
- 25.8. You acknowledge and accept that content may be protected by copyright, trademark or other intellectual property rights. You accept and agree that content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless networks and the internet and Vodafone shall not be responsible or liable for such acts. You agree not to manipulate, distort, adapt, modify or forward any other content without the prior consent of the holder of the rights in such content. You waive any right to be identified as the author of content and the right not to have content subject to derogatory treatment by others.
- 25.9. You may, depending on the functionality of your equipment, be able to store content in storage libraries hosted by Vodafone. Storage libraries may be password protected, in which case you must keep your password confidential. The Customer shall be solely responsible for and shall notify Vodafone immediately of any unauthorised use of storage libraries. Vodafone shall not be responsible for any loss or corruption of content in storage libraries. Vodafone does not monitor storage libraries on an ongoing basis but it may be required to suspend access to or remove content from storage libraries for legal reasons. There may be a charge for uploading or downloading content to and from storage libraries hosted by Vodafone or other third parties, which shall be based on the volume of such content and/or the airtime transmission (depending on the nature of the transmission in question). Vodafone shall be entitled to delete the contents of storage libraries after the termination of this Contract or if the storage library has not been accessed for a period of 6 months.
- 25.10. You may be advised of certain restrictions relating to the storage, manipulation and forwarding of certain content that is downloaded and shall be liable for any failure to comply with such restrictions.

Suspension / Termination

26. Vodafone may immediately, without notice, suspend the service wholly or partially for any valid reason, including without limitation, where:
- 26.1. you fail to pay Vodafone any sums due under this Contract or any other contract with Vodafone on the due date specified in any invoice;
- 26.2. Vodafone reasonably believes that you are/will be unable to comply with payment obligations, represents a credit risk or exceeds any limit on charges imposed by Vodafone or if Vodafone is unable to contact you following reasonable efforts; or
- 26.3. you engage in any activity (or permits any activity) which Vodafone (as it in its sole discretion shall determine) considers (a) to be contrary to this Contract, existing legislation or regulations applicable to provision of the service or (b) is or is likely to have an adverse impact on the quality of the service or the integrity of the Vodafone network. Such activities may include (but are not limited to) using the service to make calls to or from any Mobile Gateway, 'SIM box' or similar or related devices.
27. During any period of service suspension you shall remain liable for all charges unless Vodafone decides otherwise. Vodafone reserves the right to reconnect you to the network and to levy a fee on each suspended subscription and/or require revised payment terms (including security payments).
28. The term of this Contract shall be for the minimum period set out on the application form or in the absence of any period on the application for a period of 12 months (the "Minimum Period"). The Minimum Period will be extended for a further period of 12 months or the period set out on your original application form following any upgrade of your equipment or switch to a new plan or tariff. This Contract may be terminated by either party giving to the other at least 28 days written notice or, in the case of porting, on the completion of the porting process. In the absence of such notice of termination this Contract shall be deemed to continue on from month to month based on these terms and conditions following expiry of the Minimum Period.
29. Notwithstanding any other provision contained herein, Vodafone may by written notice terminate this Contract with effect from the date set out in the notice and thereupon cease to provide the service, where:-
- 29.1. there is a serious failure by you to observe or perform any term or obligation set out herein or any relevant law;
- 29.2. you fail to rectify a situation which has given rise to a suspension of the Service under Clause 26, within 14 days of the suspension being imposed;
- 29.3. you supply at any time false, inaccurate or misleading information to Vodafone;
- 29.4. you are adjudicated bankrupt, become insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;
- 29.5. any meeting of the your creditors is called pursuant to Section 266, Companies Act, 1963 (as amended) or if you enters any liquidation or has a receiver of its assets or a provisional liquidator appointed or should a petition for winding up be presented or advertised or a petition for the appointment of an examiner be presented;
- 29.6. if for any reason Vodafone is unable to provide the Service.
30. Any equipment supplied is supplied for use on the Vodafone network only during the Minimum Period. Vodafone shall not be obliged to release the equipment for use on any other network during the Minimum Period or if any sums due under the contract



are outstanding. Where the Contract is terminated all charges will continue to accrue and be payable either until the end of the 28 day notice period (where termination is pursuant to Clause 28) or until the date of termination (where termination is pursuant to Clause 29). In certain circumstances Vodafone may become aware of outstanding charges after the date of the invoice issued on termination (e.g. roaming charges that are subsequently advised to Vodafone by its roaming partners). In these circumstances, Vodafone shall be entitled to raise subsequent invoices and you shall be obliged to discharge all such invoices by the due date specified on the invoices.

31. If the Contract is terminated under Clauses 28 or 29 during the Minimum Period, you shall, following Vodafone's invoice, pay a termination charge calculated as the sum of the monthly tariff charges which would otherwise be payable until the end of the Minimum Period.

Exclusion of Liability

32. Insofar as it is permissible by law, Vodafone shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:-
 - 32.1. any failure, interruption, delay, suspension or restriction in providing the Service which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond the reasonable control of Vodafone;
 - 32.2. any unlawful or unauthorised use of or access to the network, service or equipment by you or third parties;
 - 32.3. any claim arising out of any act or omission by you, your servants or agents or arising out of any reliance placed by such persons on content;
 - 32.4. any valid suspension of the service or termination of the Contract;
 - 32.5. any loss, theft or malfunction of the SIM card or Equipment;
 - 32.6. any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of transmissions being dropped or connections being lost for any reason;
 - 32.7. any claim arising out of or resulting from the quality of fitness for the purpose of, compliance with description of, or compliance with sample of any goods supplied to you unless you "deals as a consumer" within the meaning of the Sale of Goods and Supply of Services Act 1980.
33. Vodafone will not be liable for any indirect or consequential loss or damage whatsoever, whether it is foreseen or unforeseen, including but not limited to loss of profits, data, revenue, business, anticipated savings or goodwill. Nothing herein shall have the effect of excluding or limiting the liability of Vodafone for death or personal injury resulting solely from its act or omission. Otherwise, any liability of Vodafone to you pursuant to this Contract shall not exceed the sum of €1,500 per claim.
34. Vodafone will not be liable for the effects upon you, or upon any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, through or by our network and/or the equipment.
35. Vodafone accept no liability whatsoever for any product or service advertised or promoted, offered or sold by third party service providers for use on the Vodafone network or otherwise, including any mobile phone or device used in conjunction with the service.
36. Vodafone shall exercise such reasonable skill and care in the provision of the service as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in the Contract, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the Service are excluded to the fullest extent permitted by the applicable law.

Directory Services and Caller Display

37. Unless you request otherwise, Vodafone shall include you in Vodafone's directory lists. Where you are included in Vodafone's directory list, Vodafone shall display your telephone number to called persons. Where you are not included in Vodafone's directory list, you must specifically request the caller display service.

Numbers and SIM Card

38. You shall not have any proprietary rights whatsoever in any mobile phone number allocated to you by Vodafone. Vodafone reserves the right at any time to alter or replace any number, name, code or number whatsoever associated with the Service.
39. Vodafone shall issue the Customer with and license the Customer to use a Vodafone SIM Card on the condition that the Vodafone SIM Card shall remain the property of Vodafone and shall be returned to Vodafone upon request. Vodafone may charge the Customer for the cost of checking, repairing or replacing a SIM Card.

Customer Information

40. Customer information, including but not limited to traffic data (data relating to the conveyance of calls and the billing of such calls, including data relating to the routing, duration or time of calls, the location of equipment making or receiving calls, the network on which calls originate or terminate and the time of the beginning or end, or the duration of the connection to that



telecommunications network) may be processed by Vodafone for its own business purposes. By entering into this Contract, you explicitly consent to the use of your information for these purposes which include account management, billing, debt collection, credit assessments, market research, customer profiling, product and service development, product and service marketing and customer care and other legitimate business purposes. Further information on how Vodafone obtains, holds and uses such customer information or data is available in our [Privacy Policy](#) which forms part of these General Terms and Conditions.

41. Personal information will be retained for a reasonable period of time in a secure environment. Please note that customer calls to Vodafone Customer Care may be recorded for training and quality control purposes. Further information on how Vodafone retains such information or data is available in our Privacy Policy which forms part of these General Terms and Conditions.
42. Vodafone will find it necessary to disclose certain customer information to Vodafone group companies, other licensed telecommunications operators and Vodafone's agents for the purposes providing the service and also to third parties (including credit bureaux and other telecommunications operators) for the purpose of credit referencing, administration, account management, billing, customer profiling, market research, fraud prevention, debt collection, service and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required or permitted by law.
43. Vodafone or Vodafone agents may from time to time contact you by post, telephone, e-mail or text message regarding details of specific promotions or information on various Vodafone products or services. You hereby explicitly consent to such contact while you are availing of the service and for a period of 12 months thereafter. If you do not wish to receive details of such promotions Careyou may update your preferences at any time on MyVodafone or by calling our marketing IVR on 1800 200 234. Please be aware that changes to your marketing preferences can take up to 7 days to implement.
44. Vodafone may disclose customer information to other licensed operators in order to assist in the prevention of the fraudulent use of our telecommunication system or the telecommunication system of another licensed operator.

General

45. Any waiver, concession or extra time permitted by Vodafone does not affect the rights of Vodafone under this Contract in any way. This Contract is governed and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland. Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced. Where Vodafone exercises any of its powers under this Agreement, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to Vodafone.
46. Vodafone may give notice to you in such a manner as it in its absolute discretion deems necessary given your use of the affected services and the level to which you might be impacted by the content of such notice. Any notice shall, without limiting the manner in which Vodafone may give such notice, be deemed to have been duly given if the notice is sent to you by ordinary post at your last notified address on the second postal day after the date of posting, or, if the notice is posted online or addressed to some or all customers by advertisement, on the close of business on the day the advertisement appears on Vodafone's website or in the national press (as appropriate). Notices may be incorporated in or associated with any other communication from Vodafone.
47. If any provision of this Contract is held by any competent authority or by virtue of any change of legislation or for any other reason whatsoever to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision(s) in question shall not be affected thereby.
48. A copy of Vodafone's Customer Enquiries Code of Practice for initiating (a) settlement of disputes with Vodafone or (b) requesting a refund or compensation for failure by Vodafone to meet contracted service quality levels is available here. Vodafone at its sole discretion shall decide on a case by case basis whether a Customer is entitled to a refund or compensation. Vodafone's decision in this regard is final and no correspondence will be entered into in relation to same save in the manner set out in the Code of Practice.

Porting

49. Persons wishing to port to the network from another mobile network will be subject to Vodafone's porting requirements. Vodafone may vary the Vodafone porting requirements from time to time. If this Contract has been signed and a deferred porting date has been requested, the service and your obligations pursuant to this Contract shall not commence until the selected porting date.
50. Customers wishing to port from the Vodafone network must contact the mobile operator to which they wish to port and will be responsible for complying with the porting requirements of that operator. Porting will be treated as a termination of this Contract. Customers are advised that that requests to port from the Vodafone network may be declined by Vodafone in the event that the Customer's account is in arrears. Vodafone does not warrant, represent or guarantee that any equipment will function or operate on any other operator's telecommunications network.

Vodafone's Porting Requirements

51. Persons wishing to port (i.e. transfer their number to Vodafone from another operator) to the Vodafone network are subject to the following terms and conditions of these Clauses 51-58. If you wish to port to Vodafone you must fully complete the Customer



Authorisation Form ("CAF") or the online porting process. Ports may be requested up to thirty days in advance of the required porting date.

52. You cannot withdraw your instruction to port once the porting process has commenced on Vodafone's porting systems. It may be possible to cancel a port request prior to the commencement of the porting process. Ports that can be cancelled may only be cancelled by requesting the cancellation in the same manner that the port was originally requested (e.g. if you request the port in a Vodafone store you must return to the same store to cancel it). The status of the port at the time of cancellation will determine the inter-operator processes and the ability to cancel.
53. Subject to Clause 56 below, your request to port serves as formal notice on your current mobile operator ("the Donor Operator") of your termination of your contract for mobile telephony services with them (if any).
54. You may only complete a CAF if you are the account holder (for post pay customers), the principal user of the account (for pay as you go) or the account authorised representative (for corporate or business accounts) as recorded in your Donor Operator's records. By completing a CAF you warrant, represent and confirm to Vodafone that you are the account holder, principal user or authorised representative as appropriate.
55. You acknowledge that:
 - 55.1. only your MSISDN (ten digit phone number) will be ported;
 - 55.2. services offered by your Donor Operator will not necessarily be transferred or available on the Vodafone network, this will include the loss of voicemail messages, SMS messages, data or facsimile services;
 - 55.3. you will lose all call credit in your account immediately on the port being completed;
 - 55.4. you may have outstanding contractual obligations including outstanding invoices and/or termination charges owed to your Donor Operator, and you remain liable and responsible for these matters;
 - 55.5. you may need to get SIM security or network locking functions removed by your Donor Operator or get a new handset;
 - 55.6. your existing handset may not be type-approved on the Vodafone network and performance or functionality may vary as a result of this, certain settings (e.g. WAP) may require updating.
56. Port requests may be rejected if:
 - 56.1. the information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator;
 - 56.2. the MSISDN in your possession has been reported lost or stolen;
 - 56.3. your MSISDN has been returned to the pool of available MSISDN's following cessation of use or termination as follows: (i) for prepaid, no customer activity on account for a period of 6 months; or (ii) for postpaid, account terminated for over twelve (12) months.
 - 56.4. there are arrears outstanding to your existing mobile operator. If you supply fraudulent, false or misleading information you acknowledge that you will be personally liable and responsible for such information, you may, in appropriate cases, be referred to the lawful authorities for prosecution.
57. Vodafone does not warrant, represent or undertake that your MSISDN will be ported within any specified timeframe or at all. Please note that it may not be possible to port your MSISDN at your preferred time.
58. During the porting process there may be a period of outage of your mobile service and/or any related or ancillary services, Vodafone will not be liable or responsible for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect incurred as a result thereof.

Clause applicable to all customers signing up to Vodafone on or after 1 March 2014;

59. From time to time Vodafone may modify the standard settings and/or features of any Service, tariff or package that we provide to you in order to offer additional value to the Service or package. Such changes might include increasing your data, voice or text allowances or improving your connectivity speeds. The parties agree that such changes to the Service or package do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual contract change notifications regarding any such modification.
60. Vodafone may change its Service delivery methods or platforms from time to time which may require the Customer to change Equipment and/or Equipment settings to continue to avail of the Services. The parties agree that such changes to the Service do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual notification regarding any such modification

Express Consent-Additional payment for Securenet

61. From 5th August 2015, new billpay customers joining the Vodafone mobile network or renewing their contract with Vodafone, will be automatically provided with a cost free trial of the Vodafone Secure Net service for a limited period. Thereafter you will be charged an additional payment of €0.99 per month. The provision of the service is subject to the terms and conditions found at <http://www.vodafone.ie/terms/securenet>. You may de-select this service at any time afterwards, without penalty by texting REMOVE to 50193 or by visiting <http://securenet.vodafone.ie>. In proceeding to use this service, you accept that Vodafone will need to contact you from time to time in relation to the provision and management of this service.

