

Vodafone Enterprise SME- Fixed Specific Terms

Reviewed: 261022

1. The following terms and conditions shall apply to all Vodafone Fixed telephone &, broadband services (the 'Services') in addition to the General Terms and Conditions of Service for Vodafone Business Customers and any specific conditions attached to your Price Plans

2. SERVICE AVAILABILITY

a. You must have a service delivery address located within a geographic area covered by the network reach of the Access Provider's network.

b. Your service address must be capable of a standard installation type as determined by the Access Provider. If your installation type is non-standard, Vodafone will use reasonable endeavours to provide a non-standard installation to you. In the event that, in the view of either Party, a non-standard installation is not practicable or acceptable, then the Agreement to provide the Service shall be forthwith terminated without penalty.

c. If you move premises, we will try, but shall be under no obligation, to provide you with the Services at your new address if it is within our serviceable area. You will still be liable to pay the applicable Charges in relation to the Minimum Term for the Services provided to your old address even if you move from that address during the Minimum Term, or if we do not provide you with Services at your new address, or if your new address is outside our serviceable area. Where we agree to provide the Services to your new address, you shall be entered into a new Minimum Term contract for all Services associated with the new address from the date of activation in the new address.

d. If you would like to transfer ownership of this Agreement you must complete and Vodafone must accept a valid transfer of ownership application. It is also possible to change and amend the account holder details for your Vodafone customer account. You can find out more information at <https://n.vodafone.ie/support/broadband-and-landlinehub/broadband-landline/account-and-billing.html>

3. INSTALLATION

a. On the placing of an order for the Services, Vodafone will provide you with a timeline within which it will deliver the Services. This timeline may vary from Customer to Customer depending on the circumstances affecting the delivery mechanism for you. Vodafone will use its reasonable efforts to install the Services within the timeline it agrees with you, but such dates are estimates only and Vodafone cannot guarantee that it will meet such dates. Vodafone will work with the Access Provider to provide the initial connection within the shortest timeframe possible and in any event within ninety (90) days of the date on your Customer Application Form or as otherwise agreed with you.

b. Each new order for the Services may require a Vodafone Agent visit to install the Equipment in business premises ('Service Installation'). If an engineer visit is required, you will be notified with an initial appointment date and time (within normal working hours) for Service Installation. If you wish to reschedule this initial appointment, you can do so without charge until 5pm on previous working day, prior to the appointment. A once off nonrecurring Charge ("Installation Fee") may be payable by you for the initial connection or installation of the Service, if this is applicable, you will be notified of same during the order process. Please see www.vodafone.ie/rates for the applicable rate of Installation Fee.

c. The Service Installation will commence with an overview of your premises (the 'Premises') to ensure that the Premises can support the Services. You must allow the Vodafone

Agents access to your property in order to allow for the installation of Equipment and so that they may carry out any works necessary for the provision of such Services.

d. You must have the Premises ready and safe for the Vodafone Agents to arrange the Service Installation. At the time of placing your order where you have requested that an extension kit be installed, you accept full responsibility to ensure that there is a clear and safe environment for the engineer to carry out the Service Installation. This includes moving any furniture likely to obstruct the path of the extension kit cable prior to the arrival of the Vodafone Agents. Under no circumstances will Vodafone Agents engage in such activity and Vodafone reserve the right to charge for any additional time spent on site by the Vodafone Agents as a result of having to wait, or as a result of having to reschedule the appointment due to the Premises not being ready for the Service Installation.

e. The Service Installation may require works to be carried out on the Premises, which may include a change of phone socket in the wall or drilling a hole through the wall of your property and affixing a coupler box to an external and internal wall and/or any other works which may be required to complete the Service Installation as deemed necessary by the Vodafone Agents. The Vodafone Agents will utilise any suitable available pre-existing overhead and underground infrastructure where possible, although in certain circumstances, underground digs may be required. Where no underground ducts are available, an overhead install solution may be used between homes and/or businesses and/or from a power line, or telephone, pole onto the façade of your premises. You must be present at the premises at the arranged time for install, in order to facilitate access to the premises, as required and to acknowledge that the works have been carried out to a suitable standard.

f. As part of the Service Installation you may require Equipment in order to receive the Services. Where this Equipment has been posted to you, it is your responsibility to have the Equipment at the Premises prior to the Service Installation.

g. YOU ACCEPT THAT IN ORDER TO INSTALL THE SERVICES, CERTAIN THIRD PARTY CONSENTS MAY BE REQUIRED BY THE ACCESS PROVIDER AND IT MAY BE YOUR RESPONSIBILITY TO OBTAIN THESE CONSENTS WHERE REQUIRED. FAILURE TO OBTAIN THESE CONSENTS SHALL RESULT IN THIS AGREEMENT BEING TERMINATED WITH IMMEDIATE EFFECT WITHOUT PENALTY BETWEEN VODAFONE AND YOU. Where rental premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord regarding the installation of Equipment, including any required alterations to the premises. YOU AGREE THAT YOU WILL INDEMNIFY VODAFONE IN RESPECT OF ANY CLAIM OF TRESPASS BY A LANDLORD OR ANY THIRD PARTY IN CIRCUMSTANCES WHERE YOU HAVE FAILED TO OBTAIN THE APPROPRIATE CONSENT AS REQUIRED UNDER THIS CLAUSE.

h. Vodafone shall make commercially reasonable endeavours to install the Services but shall not be liable in the event that it is not able to complete installation. In such event, the agreement for the provision of the Service shall be terminated with immediate effect without penalty between Vodafone and you.

i. The Service Installation will be completed by the Vodafone Agents. Vodafone does not accept any liability whatsoever for any loss or damage that may occur to the Premises, during the Service Installation.

j. You acknowledge that your power supply may be interrupted during the installation process. Furthermore during the provisioning of a Service you may experience a temporary loss of

existing services and Vodafone shall not be held liable to you for any losses or damages howsoever arising during such period.

k. Please note you will be liable to pay a cancellation/penalty charge to Vodafone in each of the following cases;

- i. If you have not provided the necessary cancellation notice period in respect of the scheduled Service Installation Appointment (i.e. Up to 5pm of the previous working day) or do not answer your phone within 10 minutes of the scheduled Service Installation Appointment;
- ii. If the Vodafone Agents cannot gain access to the Premises due to a 3rd party access issue, for example within a business park;
- iii. If you refuse to allow the Vodafone Agents onto your property on the agreed appointment date;
- iv. In the event an extension kit is required and the Premises has not been cleared for the Vodafone Agents to work. This can include the removal of furniture or carpet etc. Where the environment is considered dangerous or unsafe to the Vodafone Agents, the works may not proceed but the cancellation/penalty charge may be levied regardless.

4. THE SERVICES

a. After installation has been completed, Vodafone will provide the Services in accordance with this Agreement.

b. Broadband Speeds:

i. Your broadband speeds will vary depending on the type of broadband available in your area and the Internet access product you have chosen. Vodafone will often rely on our wholesale network providers in providing you with information on broadband speeds and if we cannot provide you with specific information at point of sale (i.e. in our retail store, over the phone, face to face or online) we will communicate your speed as soon as possible after you have connected to the Services. ii. Fibre to the business:

iii. If you can connect by fibre to your business then the maximum download speed on your access line will be confirmed in advance of connection to the Services. Below are details on Fibre access speeds. Other Broadband Services:

If you are connecting to any other broadband Service (other than fibre to the business) then we will confirm your download broadband speed once your line is connected and we have tested the line. We will provide you with an estimate of the download speed available on your access line before you agree to connect to the Services. We will then confirm your maximum download speed by text message, or using alternative contact details you provide, within two to three weeks of connection to the Services. The maximum download speed is the speed that we are realistically able to deliver and it will be specific to your access line. Please note your access line speed is different to the throughput rate you experience on your device. The throughput rate depends on factors such as whether you are using Wi-Fi or cables to connect devices in your business premises, the number of devices connected, the speed those devices run at and the capacity of the host provider of the content you are accessing.

c. You may not achieve the maximum download speed when the internet is busy at peak usage times. For this reason we provide a normally available speed. The paragraph below includes the normally available speed, which we express as a percentage of your maximum speed and should be available to you over 95% of the whole day. The minimum download speed available is 2Mbps
d. Vodafone Broadband Service Speed Information:

i. Fibre to the Home/Business Broadband Services:- Your broadband line can realistically deliver the speed that is advertised and Vodafone will commit to delivering maximum and normally available download speeds above 90% of advertised speed. i.e. for 1Gbps service the maximum committed and normally available speed above 900Mbps.

ii. Broadband Services with a maximum speed of 15Mbps - 100Mbps:- The normally available download speed for all customers should be above 90% of the maximum download speed that is measured on your line after it has been connected to the Vodafone broadband service (i.e. for a line with maximum of 60Mbps normally available speed would be 54Mbps or more).

iii. Broadband Services with a maximum speed below 15Mbps:- The normally available download speed for all customers should be above 70% of the maximum download speed that is measured on your line after it has been connected to the Vodafone broadband service (i.e. for a line with maximum of 10Mbps normally available speed would be 7Mbps).

iv. Upload Speeds: Our fibre to the Home/Business broadband services will generally have a maximum upload speed of between 20 and 200 Mbps and a minimum of 1Mbps and our other broadband services will have a maximum upload speed of 1.1Mbps and a minimum of 128Kb.

e. Contacting us regarding speeds:

i. If you experience any continuous issue or regularly recurring difference with the speed communicated for your access line then please contact us and Vodafone will attempt to diagnose and resolve your issue. We will endeavour to resolve any issues on your access line as soon as reasonably practicable and in any case within 28 days. Please note we will often rely on our wholesale network operator to troubleshoot and diagnose access line issues. Any complaints will be managed in accordance with our Code of Practice on Customer Care as set out in the General Terms & Conditions. If, having gone through our assurance process, it is not possible for Vodafone to remedy a situation where you are not achieving the speeds that we have communicated then you may select an alternative Service, we may offer a discount or you may choose to terminate your Service without penalty.

f. In supplying the Services, Vodafone will use reasonable skill and care but cannot guarantee fault free performance. Vodafone does not warrant that the Services will be suitable for specific customer applications, that the operation of the Services will be uninterrupted or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services. g. Due to the wide range of causes of faults, many of them outside of Vodafone's control, it is not possible for Vodafone to fix a particular fault in a guaranteed timeframe. However, Vodafone will use all reasonable endeavours to repair faults in a timely fashion.

h. There are no compensation and refund arrangements which apply if targeted service quality levels are not met, the service is provided on a best effort basis.

i. Vodafone reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Services as it considers necessary in the interests of safety, quality of the Services, other customers or telecommunications services as a whole. Vodafone may also issue details as to minimum system requirements.

j. We may modify the standard settings and/or features of the Services to offer additional services or value to a Customer's Services or Price Plan from time to time. This may require you to change the Equipment and/or the Equipment settings to continue to avail of the Services.

k. Vodafone shall make reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third party access to Services or the Equipment.

5. EQUIPMENT

a. If you select specific Equipment from Vodafone, a once off Equipment Fee may apply, otherwise Vodafone will supply suitable Equipment to you in order to facilitate provision of and use of the Services. This Equipment remains the property of Vodafone and may only be used in connection with the Services and you must comply with all manufacturers' instructions and any other reasonable instructions provided by Vodafone in relation to the use of this Equipment. Vodafone may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons.

b. Vodafone will retain ownership of all Equipment, including but not limited to any cables and/or fittings provided to you under this Agreement and may remove them during or upon the termination of this Agreement. For the avoidance of doubt, title to any Equipment will not transfer to you and it shall remain vested in Vodafone unless agreed otherwise between you and Vodafone. In such circumstances title to such Equipment will pass to you upon full payment of any relevant equipment fees only.

c. You shall ensure that all Equipment is maintained and kept in good working order.

d. Vodafone does not guarantee that hardware, other than that supplied by Vodafone, will work with the Services. Vodafone does not encourage you to connect any equipment to the Services which has not been supplied or expressly approved by Vodafone. Vodafone shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services and the Vodafone Network and must be used in accordance with relevant instructions, safety and security procedures.

e. Devices configured and sold by Vodafone are intended only to be used with the Services. To ensure that you are provided with the highest possible level of service and support, and to preserve the integrity of the Vodafone Network, all devices sold by Vodafone shall be administered by Vodafone only. This means that under no circumstances shall Vodafone supply you with administration access for hardware, including when you close or cancel your account.

f. Vodafone does not support or make any assurances as to the quality of the Services supplied through the use of Third Party Equipment and shall not be responsible for any loss or damage howsoever arising from Third Party Equipment or the Services as a result.

g. On termination of this Agreement, cancellation of any Service or on receipt of any replacement Equipment, where the requirement for a particular piece of Equipment which was necessary for the provision of such Service is no longer necessary, you shall within fourteen (14) days of the date of such termination, cancellation or receipt of replacement Equipment, return the required Equipment to Vodafone.

h. Vodafone will, unless otherwise agreed, arrange for a courier to collect the required Equipment. If you miss your Equipment collection or replacement appointment you may be charged an Equipment Non-return Fee. If Vodafone cannot make direct

contact with you in order to schedule such an appointment, we will send you a communication by text and/or email detailing how to get in touch with Vodafone to arrange collection of the Equipment. If you fail to contact Vodafone in return and/or fail to return the required Equipment, you may be charged an Equipment Non-return Fee as set out in your Price Plan.

i. If you require replacement Equipment from Vodafone outside the period of their Equipment warranty, a charge may apply.

6. LIMITATIONS OF BROADBAND VOICE.

You acknowledge that PSTN-based services such as monitored alarm, fax may not be compatible with the Services. In the event that you choose to revert from Broadband Voice to PSTN, you acknowledge your original telephone number may no longer be available, due to local exchange capabilities. Please note that Broadband Voice is "voice over IP" technology (non-PSTN) and, as such, will have certain limitations compared to traditional PSTN landline service. In particular, as Broadband Voice is powered from the home electricity supply, in the event of a power outage, no calls can be made and access to emergency services is unavailable. A backup battery can be purchased for use in the case of a power cut via our retail stores. Please contact us for further information.

7. Annual Price Adjustment:

The monthly price plan charges payable under this Agreement are subject to an annual price adjustment in April of each year. This means the monthly price plan charges will increase by an amount equal to the annual Consumer Price Index rate published by the Central Statistics Office in January of each year (the "CPI Rate") plus an additional 3% of the monthly price plan charges to reflect ongoing investments we make in our network, products and services. This will be applied from your April bill. In the event that the CPI Rate is negative, then no CPI amount is applicable but the additional 3% will still apply.

8. DEFINITIONS: Words incorporating the singular shall include the plural and visa versa;

'Access Provider' – the wholesale provider of your telephone line(s) and associated telephone number(s) from which Vodafone rents such line(s) and number(s) and/ or the circuit reference number ('CRN') in relation to the fibre telecommunications network through which Vodafone provides you with fixed broadband and ancillary services.

'Equipment Non-Return Fee' – the fee or charge payable by you in relation to any Equipment, which is not returned upon request from Vodafone in accordance with these Terms, as set out in the Price Plan;

'Fixed' – the word fixed when used in conjunction with a service means services which are associated with a specified address or location.

'Third Party Equipment' – any equipment of a third party which is supplied by Vodafone as part of the Services as set out in these Terms.

'Third Party Service' – any service promoted or provided by third parties to you using the Services.