

# General terms and conditions of the Vodafone Mobile Telecommunications Service from 7 October 2019 to 30 July 2020

Reviewed: 071019

**\*These terms apply to new or upgrading customers from 7 October 2019 to 30 July 2020 only\***

## **YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING OUR MOBILE TELECOMMUNICATIONS NETWORK:**

"Reviewed 010321"

### **1. YOUR AGREEMENT WITH US**

**1.1.** Your agreement is with Vodafone. The following Terms apply to your use of our Services. When signing up for use of the Services, you will be required to accept these Terms, along with the terms of any of the following which may be applicable; (a) your application form (b) our Privacy Policy, (c) any service specific terms and conditions which relate to specific services chosen by you, (d) your Welcome Letter, (e) your Price Plan, or (f) promotions, which together form the Agreement. Other related Vodafone products or services (including add-ons and Third Party Services) or any promotions may be subject to their own distinct terms and charges. A copy of all terms and policies can be found at [www.vodafone.ie/terms](http://www.vodafone.ie/terms).

**1.2.** Acceptance of your application and connection to the Services is conditional upon (a) you having and maintaining a credit rating satisfactory to us and providing us with such financial security as we may reasonably require, (b) you providing valid proof of identity/address and such evidence of residency in Ireland as we may require, (c) you being over 18 years of age if you apply for our bill pay services and (d) accurate completion of your application form and the giving of such other information as we may request. We reserve the right to refuse any application.

**1.3.** Our agents are not authorised to change this Agreement or to agree any provision inconsistent with these terms. We may change, terminate or withdraw this Agreement, any part of the Services or our Price Plans for any commercial, legal, technical or operational reason and any important changes will be notified to you in advance and in accordance with the EC (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations 2011. If required, we will let you know at least 30 days in advance of changes we make to your Agreement by contacting you and, in the event of receiving any such notification, you will have the option to terminate the Agreement without penalty during that notice period, subject to payment by you of all Charges due to date. Your continued use of the service after the notice period signifies your acceptance of any amendment.

**1.4.** We may change Service delivery methods or platforms from time to time which may require you to change Equipment and/or Equipment settings to continue to avail of the Services. You agree that such changes to the Service do not constitute modification of your contract for that Service and you confirm that you do not require individual notification regarding any such modification.

**1.5.** This Agreement is personal to you. Unless we give you prior consent, you cannot pass your rights or responsibilities under this Agreement or transfer or assign this Agreement to anyone else, even if we give you more than one SIM card or you give your handset to another person or you nominate any other person to make changes to your account. It is your sole responsibility to make sure all SIM Cards on your account are used in accordance with this Agreement.

**1.6.** Your Vodafone account will contain Customer Information, usage details and other information relating to all services being provided under that account. You can choose to provide other individuals with access to view this information or make changes to your account by nominating an Authorised Contact or an End-User to your account by contacting us. Before this access is provided we will inform you of, and you must accept, the terms and conditions (in particular the privacy implications) of that nomination. You can remove any access provided to another individual on your account at any time by contacting us.

**1.7.** We may, acting reasonably, freely transfer or assign this Agreement without notice and, in particular, we may freely transfer existing and/or future debts due to us without notice, save where required by applicable statutory provisions. You agree that we may contact any person named in any proof of identity and/or references provided by you in order to verify their accuracy (or continuing accuracy).

**1.8.** This Agreement is provided by us to you as a consumer for your private, personal and non-commercial use. If you use the Services for commercial purposes, you will not be entitled to rely on consumer rights legislation.

**1.9. When does my Agreement start and end?** This Agreement starts from when we connect you to the Vodafone Network, unless we agree otherwise with you. We will continue to provide the Service to you until either of us decides to end the Agreement in the ways allowed under "Suspension" or "Termination" below.

**1.10. For a Bill Pay Customer:** Your Agreement is for the Minimum Term shown in your application form and/or Welcome Letter. You cannot move to a Price Plan of lower value during your Minimum Term. At the end of your Minimum Term, this Agreement will continue to run on a month to month basis until you decide to enter a new contract with Vodafone or either of us decides to end the Agreement in the ways allowed under "Suspension" or "Termination" below.

**1.11.** If you enter a "distance" or "off-premises" contract with us under the EC (Consumer Information, Cancellation and Other Rights) Regulations 2013 you may have the right to cancel this Agreement within your cooling off period, which expires 14 days following receipt of your goods or in the case of services, 14 days from the date your Agreement starts. To exercise this right to cancel you must notify us before the expiry of your cooling off period and you can do this by calling 1907 or by using the cancellation form. This right is subject to us receiving the required notice, the payment of charges incurred by you prior to cancellation, and the return of all equipment provided to us. Where you have used the products or services supplied to you to avail of mobile services before the expiry of the cooling off period you will be liable for any diminished value of the products or services. You will only be liable for any diminished value of the goods resulting from the handling of goods beyond that necessary to establish their nature, characteristics and functioning. To find out more information and to access the cancellation form, please view our website: <https://n.vodafone.ie/support/orders.html>.

### **2. OUR SERVICE**

**2.1.** We will use reasonable efforts to connect you to the Vodafone Network on the same day as your application is made or as soon as is practicable and to make the Service available to you at all times.

**2.2.** We continuously monitor network performance and during busy periods we may need to manage traffic to ensure everyone has access to our services. We endeavour to ensure that the service received by our customers is not impacted through a small number of users, or a particular promotion, placing high demand on network resources (e.g. large bandwidths or exceptionally high call volumes over long periods). For more information on our network, see [www.vodafone.ie/network](http://www.vodafone.ie/network).

**2.3.** Due to the nature of mobile services, we are not in a position to guarantee or offer any minimum service levels as to the quality and availability of the Service other than as set out in this Agreement. You may experience issues, from time to time, which impact the quality and availability of the Service. As with all radio based systems the Service may be affected by a number of local factors, such as building materials, tree cover and even weather conditions, the number of people using the network, the movement between locations, damage to the network and so on. Data reception or speed may not be as good indoors or in a car. We cannot guarantee that your Services will be

uninterrupted, timely, secure, error-free, or that it will meet your specific requirements.

**2.4.** For information on speed and estimates of the maximum download and upload speeds that you may experience on our network please see <https://n.vodafone.ie/support/mobile/data-speed-information.html>. Information on your rights, should you experience issues with your Service including significant deviations from estimated speeds is set out in our Code of Practice as detailed in Section 12.2 of these terms

**2.5.** We may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by us; or if we are requested by an authorised authority; or are required to do so by legislation; or for other technical, maintenance, security reasons; or other valid reasons. All reasonable efforts will be made to minimise such service disruptions. You will have to pay for all Charges during any such service disruptions unless we decide otherwise.

**2.6.** Reliance on call or data session content made over the Network is at your sole risk. We will not be liable for any content sent or received by you. We make no representation as to the quality, accuracy, correctness, completeness or suitability of any call or data session content. You acknowledge that call or data session 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 we will 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. We do not accept responsibility for the security of data sessions; when you conduct a data session, you do so at your own risk and are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with your equipment (or associated software/hardware and data) as may be necessary.

**2.7.** We make no representation and give no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. We reserve the right to suspend or withdraw access to Third Party Services on a temporary or permanent basis at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such services. We may be required to bill you for such services. This clause includes, but is not limited to, the use of Services to access third party websites not controlled by us. We accept no responsibility for their content or services and no endorsement or approval of such sites by us may be implied.

**2.8.** We reserve the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions or policies, either directly to your Equipment or by making available on [www.vodafone.ie](http://www.vodafone.ie), concerning the use of the Services as may be necessary in the interests of; safety, quality of service, other customers, telecommunications services as a whole, or for any other valid reason. These may include acceptable use or fair use policies which provide more detail about the rules for use of certain Services in order to ensure that use of the Services is not excessive, to manage the Network, to combat or prevent fraud, or any security or vulnerability threats, and where the Services we offer or may introduce require certain rules, to ensure they can be enjoyed by all of our customers. If a fair usage policy applies to your account this will be detailed in your Price Plan, which sets out acceptable usage. You agree to comply with any policy (including any amended policy) as issued by us from time to time that applies to your use of the Services and a copy of these policies can be requested from Customer Care or viewed on [www.vodafone.ie](http://www.vodafone.ie).

**2.9.** Directory Services and Caller Display: You have a right to an entry, without charge, in the National Directory Database (NDD) at any time. On your request to Customer Care we will include your name, address and your Phone Number in the list we sent to the NDD and, unless

advised by you, request that you will not be included on the NDD opt in direct marketing list. We shall display your Phone Number to called persons unless you request otherwise, which you can do by contacting Customer Care.

**2.10.** You can use the Services to access emergency services by calling '999' or '112' free of charge. In accordance with mandatory regulatory requirements, your caller location data may be passed to the emergency services. However, your ability to access emergency services in this way is dependent on the type of service you are using and you may be restricted from accessing emergency services because of operational and technical circumstances beyond our control, such as battery and coverage.

**2.11.** If you are under 18 you are not allowed access any services which are specified by us for customers who are aged 18 or over. If you are aged 18 or over and wish to access these services, you must meet the requirements of our age verification process.

### **3. YOUR OBLIGATIONS**

**3.1.** You agree that you are responsible for the acts and omissions of all persons using the Services and Equipment under this Agreement. Without any prejudice to any provision of this Agreement, you agree:

a. to adhere to and use the Services in accordance with this Agreement, any other reasonable requests or instructions we give to you under this Agreement and/or the instructions of an authorised authority and you understand that failure to comply with same entitles us to disconnect the Services in accordance with these Terms;

b. the information on your application form is accurate and you will provide any further information and assistance, as may be reasonably requested by us. Such requests may relate to our ability to enable the delivery of Services to you; to investigate any faults or issues; and to investigate to the manner of using or provision of the Services, including any alleged offences;

c. to not use, or permit the use of, the Service or the Equipment for any improper, abusive, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or in a way that breaches another person's rights or for any commercial purpose (including the sending of automated or unsolicited messages to any person);

d. to not 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. For the avoidance of doubt, you may not resell the Service;

e. to only use 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;

f. to promptly pay all Charges and to promptly notify us of any change of name, address, other contact details or cessation of the Service by you;

g. to tell us immediately by telephone, if our Equipment and/or SIM Card is lost or stolen or your SIM Card is damaged. You will remain liable for all Charges incurred until we are specifically aware of same. We will provide a replacement SIM Card and we may charge you for this replacement SIM by deducting the cost from your account. The loss or inability to use the Equipment or SIM Card does not automatically terminate this Agreement or your liabilities; and,

h. to indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of this clause.

### **4. CHARGES AND PAYMENT**

**4.1.** We offer a range of Price Plans with different rates and methods of charging. Charging rates and methods may vary depending on the type of call, data or text sent or received. You must pay all Charges incurred through your SIM Card or Equipment whether or not incurred by you personally (including VAT arising on the charges) and for all costs incurred in enforcing this Agreement through one of the payment options we make available to you. Legacy price plans may not always be available. Details of all bill pay and PAYG Price Plans and Charges for the Services are published <https://n.vodafone.ie/terms/rates.html> or are available on request from Customer Care.

**4.2.** We may require you to pay a deposit as security for payment of Charges. A deposit is refundable after termination of this Agreement or after a satisfactory payment record is established and you have paid all amounts owing to us. Advance payments may also be required, which will be credited to your account. No interest will accrue on any deposit or advance payment.

**4.3.** We may choose the manner, time and methods as to how all Charges, deposits or advance payments will be paid. We reserve the right, at any time, to set-off any sum owing by you to us against any sum due by us to you, whether under this or any other agreement with us. We reserve the right to charge you reasonable administration and collection costs for failed payments or non-payments. This includes, but is not limited to, a charge for each occasion a direct debit payment fails (provided the failure is not caused by us).

**4.4.** 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 Price Plan provides otherwise. Our determination of the volume of transmissions will 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.

**4.5.** 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. In some instances, the customer's device may convert larger messages which contain special characters or emoji(s) to a Multi-Media message (MMS), please note that text messages sent over MMS are charged by reference to the volume of data sent. Whilst we will make every effort to ensure that all text messages are delivered, you will be liable for all charges in respect of any text messages that are not delivered.

**4.6. For a Bill Pay Customer:**

a. Your bill will be provided on a periodic basis (usually monthly) and will state the amount you owe to us and the due date of payment. By default, your bill is provided to you online via electronic format. If you would prefer to receive your bill in a paper format, please contact Customer Care and we will arrange this for you free of charge. If you opt for paper billing, this will be sent to the billing address shown on the application form (or any other address notified to us) and will be deemed received on the second postal day after the date of posting. We may for operational reasons change our billing methods and periods and issue interim bills if or where necessary. A charge may apply for additional copies of a bill.

b. All Charges and other payments must be paid by the due date specified on the bill. You may be charged a late payment fee if you do not pay your bill by the due date specified on the bill. VAT at the appropriate rate will be added to all bills unless otherwise specified. The default payment method is direct debit unless otherwise communicated to you, for more information on our other payment methods go to <https://n.vodafone.ie/support/bill-pay-hub/bill-pay/paying-your-bill.html>

c. We charge for your price plan in advance but cannot do this for usage of the Services. Therefore, on your bill, the service charges are for the upcoming month and the usage charges are for the month just passed.

d. Where you have consented to credit insights, you understand and agree that if you allow your account to fall into arrears by not paying your bills in full and on time, information on your payment performance may be shared with other providers of landline, broadband and mobile services through the provision of the information to a database operated by the service providers called credit insights. Other providers of the same services who also supply information on payment performance of their customers to the credit insights database may check this information when you apply for their services in the future to help them assess your credit worthiness. The information shared with credit insights includes name, address, and date of birth and account details and will be held on the database for 6 years from the date your information was shared with credit insights. Where you apply to us for services, we may make searches about you on the credit insights database to help us to decide whether to accept your application. Where you do not agree to your information being provided to the credit insights database you have the choice when you apply to instead buy our prepaid services. Find out more at <https://n.vodafone.ie/support/bill-pay-hub/bill-pay/credit-insights.html>.

**4.7. For a PAYG customer:**

a. You can pay for Services on a prepay basis by purchasing top up credit which you can then add to your account. The amounts you are charged will be calculated in accordance with your PAYG price plan which applies along with any top up offer selected by you. You can purchase credit using any of the methods made available by us from time to time and may thereafter use the service for a period of 6 months. Where all credit has been used you will not be able to send texts, use mobile data or make calls (with the exception of calls to the emergency services).

b. Some independent retailers may apply a surcharge to credit sold in their stores. We do not control the price at which credit is sold by independent third parties and any surcharge is at the discretion of such third party.

A minimum level of credit (as specified by us from time to time) must be applied to your account every 6 months or at such intervals as we may specify from time to time failing which you will not be able to send texts, use mobile data or make calls (please refer to our Website for details). All unused credit will be carried forward at the time credit is applied to your account provided the minimum required level of credit has been applied to your account at least once during the specified interval. Credit may only be transferred to another account owned by you in the event that we are satisfied that your equipment has been lost or stolen. Credit may not be transferred to any third party account. You may continue to receive calls and texts for a period of 8 months (or such other period as we may advise from time to time) following the date on which credit is last applied to your account. If the Equipment remains inactive or no credit is applied for a total period of 8 months or such other period as we may advise, all unused credit will be lost and your Phone Number will be disconnected from the Network.

d. Top up codes for credit must be activated within 2 years of the issue date. After this period, it will not be possible to redeem any credit associated with the code.

e. Please note that delays may occur in charging for certain text messaging services. This may result in an immediate reduction in your credit when credit is next applied to the account.

**5. ROAMING AND INTERNATIONAL CALLS**

You may use the service while located outside the Republic of Ireland. However, access to local networks will depend upon the arrangements between local Network Operators and us. Special charges will apply to such use of the Services outside of the Republic of Ireland. The terms

and conditions which apply to roaming can be consulted on our Website at <http://www.vodafone.ie/roaming/>. Under EU Roaming Regulations, you can use your monthly domestic allocation of minutes/data/texts while roaming in the EU in the same way you use the allocation domestically. A fair use threshold may apply. For any other destination the monthly allocations cannot be used while roaming.

## 6. RESTRICTIONS ON NUMBERS, EQUIPMENT AND SIM CARD

**6.1.** You do not own the Phone Number we provide you with as part of the Services. We reserve the right at any time to alter or replace a mobile Phone Number allocated to you or any other name, code or number whatsoever associated with the Service.

**6.2.** We shall issue you with, and license you to use a SIM Card to access the Services and for no other purpose, on the condition that the SIM Card shall remain our property and shall be returned to us upon request. We may charge you for the cost of checking, repairing or replacing a SIM Card.

**6.3.** Our Equipment is locked to the Vodafone Network and you are restricted from using the Equipment on any other network (unless you are roaming). Should you wish to use the Equipment on any other network you must meet certain conditions (and a charge may apply) before we can supply you with an unlocking code. If you are a Bill Pay Customer, all Equipment will remain our property and we are not obliged to release the Equipment until the end of the Minimum Term (other the Sim Card) or if any sums due under the Agreement are outstanding. You must not permit the Equipment to be unlocked from the Vodafone Network by anyone other than us or the manufacturer. Please see <https://nac.vodafone.ie/> or contact Customer Care for further information on unlocking the Equipment.

## 7. NUMBER PORTING (Switching Network Operators)

**7.1.** If you are transferring your number to the Vodafone Network from, or transferring your number from the Vodafone Network to, another mobile Network Operator ("Port") you will have to comply with the Porting requirements of your current mobile Network Operator (the "Donor Operator") and our Porting requirements. Porting away from us will be treated as a termination of this Agreement. We do not warrant, represent or guarantee that any equipment will function or operate on any other Network Operator's telecommunications network.

**7.2.** Persons wishing to Port to the Vodafone Network are subject to the following terms and conditions ("Our Porting Requirements"):

a. You warrant and represent that you are the account holder, principal user or authorised representative (this includes the account holder for Bill Pay customers, or the principal user of the account for PAYG) on the Donor Operator records to instruct us to Port.

b. We may vary the Porting requirements from time to time. If this Agreement has been signed and a later Porting date has been requested, the service and your obligations pursuant to this Agreement will not commence until the selected Porting date.

c. If you wish to Port to us, you must complete the application form or the online Porting process. Ports may be requested up to 30 days in advance of the required Porting date.

d. You cannot withdraw your instruction to Port once the Porting process has commenced. Ports may be cancelled (prior to commencement of Porting process only) by requesting the cancellation in the same manner that the Port was originally requested (e.g. if you request in 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.

e. Subject to the below, your request to Port is formal notice on the Donor Operator of your termination of your agreement for mobile telephony services with them (if any).

**7.3.** You acknowledge that:

a. only your Phone Number will be Ported;

b. 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;

c. you will lose all credit and allowances in your account immediately on the Port being completed;

d. you may have outstanding contractual obligations including outstanding bills and/ or termination charges owed to your Donor Operator, and you remain liable and responsible for these;

e. you may need to get SIM security or network locking functions removed by your Donor Operator or get new equipment;

f. 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 may require updating.

g. for multi-line ports you or your authorised representative may be contacted by the Donor Operator seeking to confirm that the port is authorised.

**7.4.** Ports may be rejected if

a. information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator;

b. the Phone Number in your possession has been reported lost or stolen;

c. your Phone Number has been returned to the pool of available Phone Number's following cessation of use.

d. if you give fraudulent, false or misleading information you acknowledge that you will be personally liable and responsible for such information and you may, in appropriate cases, be referred to the lawful authorities for prosecution.

**7.5.** We do not warrant, represent or undertake that your Phone Number will be Ported within any specified timeframe or at all.

**7.6.** During the Port process there may be a period of outage of your mobile service and/or any related or ancillary services. We 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.

## 8. DATA PROTECTION: HOW WE MAY USE YOUR INFORMATION AND PERSONAL DETAILS

**8.1.** This section is in conjunction with our Privacy Policy, which is in addition to and forms part of these Terms and Conditions, and is available on [www.vodafone.ie/aboutus/privacy](http://www.vodafone.ie/aboutus/privacy).

**8.2.** We will comply with all of our legal obligations without limitation under the Data Protection Legislation. We will collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you as set out in our Privacy Policy. By entering this Agreement, you acknowledge that your personal data will be used for the legitimate business purposes of Vodafone as set out in the Privacy Policy and which may include the following:

a. processing your application,

b. conducting credit and anti-money laundering checks,



- c. supplying you with our products or Services,
- d. administering your account,
- e. calculating usage, charges and invoicing,
- f. customer services and the efficient management of call and traffic data, monitoring and recording calls to or from our Customer Care support service for training and quality purposes,
- g. Customer record purposes and in order to track reported problems;
- h. to prevent, detect and investigate fraud or any other criminal activity;
- i. to investigate improper use of the Services or the Network; or
- j. to review aggregate usage behaviour on the network and billing history for pricing, statistical and Customer service purposes.

**8.3.** The use of your information for purposes other than those outlined in this Agreement will be subject to your consent as given in your Customer Acceptance Form and your authorisation. If you wish to change your marketing preferences or advance data preferences at any time, please do so by contacting us at 1800 200 234 or log onto [www.vodafone.ie](http://www.vodafone.ie).

**8.4.** Personal data will be retained for a reasonable period in a secure environment in accordance with our legislative obligations under the Data Protection Legislation.

**8.5.** Vodafone may find it necessary to disclose certain Customer information to its group companies, other Network Operators and Vodafone's agents and also to third parties as described in our Privacy Policy.

**8.6.** Vodafone will respect your rights (as defined by Data Protection Legislation). If you wish to exercise your rights, please visit <https://n.vodafone.ie/aboutus/privacy-cookies.html>

**8.7.** Vodafone, will as part of any dispute resolution process, between itself and you, disclose such personal data as it deems reasonable and necessary, to the arbitrator/mediator in confidence.

**8.8.** We may in certain limited circumstances disclose certain information regarding the accounts of Customers who are under the age of 18 years to the parents or guardians of such Customers who have registered with us for this purpose and who comply with the verification procedures specified by us. However, we may at our absolute discretion refuse to disclose any such information to any person in the event that we are not satisfied that the person requesting the information is the person who has registered with Vodafone for this purpose.

**8.9.** If you are not registered with us, we shall not provide you with any statements in relation to your account or records of calls made or received in the normal course of the Service.

## 9. SUSPENSION

**9.1.** We may immediately, without notice, suspend or terminate the Service wholly or partially for any valid reason, including without limitation, where:

- a. you do not comply with, or we in our reasonable opinion consider that you are not complying with, the terms of this Agreement;
- b. you breach any provision of the "Your Obligations" section;
- c. you engage in any activity (or permit any activity) which we, in our sole discretion determine or consider (a) to be contrary to this Agreement, 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 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;

d. you fail to pay us any monies due under this Agreement or any other agreement with us on the due date specified in any bill or we reasonably believe that you are, or will be, unable to comply with payment obligations, or represent a credit risk as may be determined by us from time to time;

e. if the Network requires modification or maintenance or for security or technical reasons it is not possible to provide the Services;

f. we are unable to contact you following reasonable efforts; or

g. for a **PAYG customer** if you choose not to purchase top up credit or make a chargeable use in respect of your account for a period of 8 months; or,

h. if we believe that when you have made a payment towards your account, you have paid or are attempting to pay using stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. We may remove the bar when we have been paid the amount owing to us.

**9.2.** During any period of service suspension, you will remain liable for all Charges unless we decide otherwise. We reserve the right to reconnect you to the Vodafone Network and to charge a fee for each suspended subscription and/or require revised payment terms (including security payments).

**9.3.** For a **PAYG customer**: Where the Services are suspended, restricted or ended because you have chosen not to purchase top up credit and/or make a chargeable use in respect of your account for a period of 8 months, we reserve the right to provide you with 7 days' notice that you will be disconnected from the Vodafone Network. Where we provide you with 7 days' notice of disconnection any credit held on your account will be immediately lost at the date of disconnection and the Phone Number which we previously provided to you will only be available for a limited quarantine period. Following the end of this quarantine period the Phone Number will no longer be available to you and will be recycled. If you wish to reconnect the number within this period, you must contact Vodafone customer care and request this. Following the reconnection, the number must be topped up within 14 days, or it will be disconnected again.

## 10. TERMINATION

**10.1.** For a **PAYG Customer**: this Agreement may be terminated by either party by giving notice or on the completion of the Porting process. You can also end the Agreement by not using the Services and choosing not to top up your account at any stage in accordance with section 9.3.

**10.2.** For a **Bill Pay Customer**: this Agreement may be terminated by either party by giving at least 30 days' notice or on the completion of the Porting process.

a. If you terminate this Agreement or Port during your Minimum Term, you will have to pay the sum of your monthly recurring charge for the amount of time remaining in your Minimum Term. Where the Agreement is terminated all charges will continue to accrue and be payable until the date of termination, depending on the circumstances. In certain circumstances we may become aware of outstanding charges after the date of the bill issued on termination (e.g. roaming charges that are subsequently advised to us by our roaming partners), in these circumstances, we will be entitled to raise subsequent bills and you will be obliged to discharge all such bills by the due date specified on the bills.

b. If you Port from our service, you accept that usage charges for the immediate billing period prior to Porting out will be applicable, plus any other relevant charges or outstanding amounts on your account.

**10.3.** Aside from any other provision contained in this Agreement, we may, by written notice, terminate this Agreement with effect from the date set out in the notice, and cease to provide the service, where:

- a. there is a failure by you to observe or perform any term or obligation set out in these Terms, this Agreement or any relevant law;
- b. you fail to rectify the reason which has given rise to a suspension of the Service under our Suspension Clause, within 14 days of the suspension being imposed;
- c. you supply us at any time with false, inaccurate or misleading information;
- d. you are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or,
- e. if for any reason we are unable to provide the Service.

**10.4.** If we terminate the Agreement under clause 10.3.3 or 10.3.4 during the Minimum Term, you will have to pay the sum of your monthly recurring charge for the number of months remaining in your Minimum Term.

**10.5.** You can end the Agreement without paying a cancellation fee if we make publicly known or directly tell you that there is a change to the Terms we commit to providing you and you do not accept the change by notifying us within 30 days of the date we make publicly known or directly tell you about the change.

**10.6.** Upon suspension or termination of the Agreement, we will disconnect your SIM Card from the Vodafone Network.

**10.7.** Services are supplied for domestic use in the Republic of Ireland. We will monitor the use of any newly activated SIM Cards on the Vodafone Network to ensure the SIM Cards are being used in Ireland. In circumstances where there is no usage in Ireland following activation, we reserve the right to deactivate the SIM Card without further notice.

## 11. LIABILITY

**11.1.** We will exercise such reasonable skill and care in the provision of the service as may be expected of a reasonably competent mobile telecommunications Network Operator. Except as expressly stated in this Agreement, 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. As you are a consumer, the terms of your Agreement will not affect any statutory rights which you may have under any law and which we cannot limit or exclude under any contract or agreement with you.

**11.2.** We will have no liability to you (or to anyone claiming through you) for any direct or indirect or consequential loss suffered (whether or not foreseen or foreseeable), including loss of profit, or loss of goodwill for any reason. Scenarios where this applies include, but are not limited to, the following:

- a. 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 or any other Service issue or cause whatsoever;
- b. any unlawful or unauthorised use of or access to the Network, service or Equipment by you or third parties;
- c. 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;

d. any valid suspension of the service or termination of the Agreement;

e. 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.;

f. any loss, theft or malfunction of the SIM Card or Equipment.

**11.3.** We 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 in these terms will 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 we have to you under this Agreement will not exceed the sum of €2,000 per claim.

**11.4.** We 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 the Vodafone Network and/or the equipment.

**11.5.** We accept no liability whatsoever for; (i) any product or service advertised or promoted, offered or sold by third party service providers for use on the Network or otherwise, including any mobile phone or device used in conjunction with the service, or; (ii) any omissions and/or errors which may be included in any marketing communications in this regard.

## 12. CUSTOMER SUPPORT, MAINTENANCE, CODE OF PRACTICE AND COMPLAINTS

**12.1.** The various customer support and maintenance services provided by us change from time to time but details of the most up-to-date services are available at [www.vodafone.ie/contactus/](http://www.vodafone.ie/contactus/) or by contacting Customer Care. If you are a customer with special needs (for example an elderly or disabled customer) we can provide you with Services and products for your needs. We can also provide you with information material in other formats, such as braille, audio or large print.

**12.2.** If you are unhappy about the Services or if you wish to raise a dispute with us in relation to anything in this Agreement, contact Customer Care or log onto [www.vodafone.ie/aboutus/code/custcare/escalation](http://www.vodafone.ie/aboutus/code/custcare/escalation) for detail on procedures, including the online dispute resolution platform. Details on the settlement of disputes and how to request a refund or compensation from us for failures by us to meet contracted service quality levels is detailed in our Code of Practice which is available on <https://n.vodafone.ie/aboutus/code.html>. If, at the end of the complaints process, you feel your complaint has not been properly addressed, you can contact the Commission for Communications Regulation at [www.comreg.ie](http://www.comreg.ie).

## 13. GENERAL

**13.1.** If we need to send you notices under this Agreement, we will send them to you by phone, post, email, SMS, via any Vodafone application that you are using as part of the Services or by uploading them to [www.vodafone.ie](http://www.vodafone.ie). We will use the contact details you have provided to us and you must tell us about any changes to your contact details. We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make via [www.vodafone.ie](http://www.vodafone.ie) or any Vodafone application that you are using as part of the Services as having been notified to you from the date of publication.

**13.2.** This Agreement is governed by Irish law and subject to the jurisdiction of the Irish Courts. Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.

Where we exercise any of our powers under this Agreement, such exercise will not prejudice or affect the exercise of any other right or remedy which may be available to us.

**13.3.** This Agreement is the complete agreement between you and us. Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, will survive termination or suspension of this Agreement and continue in full force and effect. If any of the terms of this Agreement are not valid or enforceable this will not affect the other terms. We may replace any term of this Agreement that is not valid with a similar term that is. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights under the Agreement in any other way.

#### 14. DEFINITIONS

**Additional Services:** optional services which are provided by third parties and/or Vodafone which are charged in addition to your bundle allowance and out-of-bundle services and which may be cancelled at any time.

**Agreement:** the agreement between you and us comprising the Terms, along with the terms of any of the following which may be applicable; (a) your application form (b) our Privacy Policy (c) any service specific terms and conditions which relate to specific services chosen by you, (d) your Welcome Letter, (e) your Price Plan, and/or (f) promotions.

**Authorised Contact:** an individual that you can choose to appoint as your agent to deal with Vodafone on your behalf. They will have full access to your account, including access to all personal and account information, including Customer Information, relating to all services being used on your account and will be able to enter into agreements on your behalf.

**Bill Pay Customer:** a customer who receives periodic bills for use of the Service.

**Calls:** a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multi-media messages, and usage of Data Sessions).

**Charges:** the charges for the Services, whether Bill Pay or PAYG, as published on <https://n.vodafone.ie/terms/rates.html>, including, but not limited to, connection charges, monthly rental or price plan charges, Call charges, any applicable additional usage charges calculated according to the rates prevailing from time to time, administrative charges and charges for Third Party Services which the Customer may choose to receive.

**Customer** the individual or entity who accepts these terms and conditions, and, where applicable, who uses the Service and/or signs the application form and remains an active Customer on the Network, or any person reasonably appearing to us to be acting with such individual's or entity's authority.

**Customer Care:** the customer support and care channels which we offer to you, which can be viewed on [www.vodafone.ie/support](http://www.vodafone.ie/support). Bill Pay Customers can also call 1907 and PAYG Customers can call 1747.

**Customer Information:** all content, including any data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) transmitted, published, disseminated, distributed or otherwise made available by or on behalf of you, via email, website or otherwise, using the Services.

**Data Protection Legislation:** Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR), the Data Protection Acts 1988 and 2018, any other relevant data protection and

privacy law and any amendment, replacement or supplement thereto, from time to time.

**Data Sessions:** a connection to the internet or mobile internet established using GPRS, 3G/4G/UMTS, or other technology made available over the Network.

**End-User:** an individual, who may be using services under your account, who you can choose to appoint to your account in order for them to view certain information about their service usage on your account.

**Equipment** any Vodafone supplied or Third Party equipment as required for the supply and use of the Services and provided to you by us for such purposes; it means, unless otherwise specified, the handset or other terminal or modem (e.g. PDA/dongle for mobile broadband), the Vodafone Mobile SIM Card and/or any other equipment which is provided by Vodafone Mobile to the Customer pursuant to this Agreement in connection with the Services.

**EU Roaming Regulations:** Roaming Regulation 2012 (EU) No 531/2012 as amended.

**Minimum Term:** the minimum period for the supply of the Services, such period to be as specified on your application form, Welcome Letter or as specified in the service specific terms and conditions commencing on the commencement date unless otherwise agreed between the parties.

**Network:** all of the Vodafone and other mobile telecommunications networks and systems used to provide the Services, including all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and Customers of the Services).

**Network Operator:** a licensed mobile telephony service provider.

**PAYG:** the prepaid "Pay As You Go" Vodafone service whereby the Customer pays for usage of the Services in advance.

**PAYG Customer:** a customer who pays for their access to and use of the Services in advance via credit.

**Phone Number:** Mobile Station International Subscriber Directory Number (MSISDN) - the unique mobile phone number programmed into a SIM card.

**Port/Porting/Ported:** transfer of a Phone Number for use from one network to another network.

**Price Plan:** the price plans made available by us for Services chosen by you. See <https://n.vodafone.ie/terms/rates.html>

**Privacy Policy:** our privacy policy which can be viewed on <https://n.vodafone.ie/privacy.html>.

**Roam / Roaming:** a Service which allows you to use the Equipment on other Network Operator's networks, usually outside the Republic of Ireland, subject to the EU Roaming Regulations.

**Service(s):** means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services we agree to provide to you.

**SIM Card:** a card which contains your Phone Number and enables you to access Vodafone Services.

**Terms:** the terms and conditions on which you, the Customer, agree to avail of the Services as set out herein.

**Third Party Services:** any service promoted or provided by third parties to the Customer over the Network.

**Vodafone:** Vodafone Ireland Limited whose registered office is at Mountain View, Leopardstown, Dublin 18 under company number 326967, which includes the terms “we” “us” and “our”.

**Website:** [www.vodafone.ie](http://www.vodafone.ie) or any such other website or URL which we may dictate to you from time to time.

**Welcome Letter:** a document which Vodafone may provide to you and which is accessible on your online My Vodafone account which contains information on your Agreement.