

## Network Satisfaction Guarantee Terms and Conditions

Vodafone Ireland's Network Satisfaction Guarantee or Network Guarantee proposition (herein referred to as 'NG') is available to eligible Vodafone mobile Billpay customers only. Eligible customers are only those who are joining the Vodafone Ireland Network from 11/10/16, whereby a new mobile number is being issued by Vodafone Ireland or an existing mobile number is being brought on to the Vodafone Ireland Network from another Irish mobile network operator. All other products and propositions are excluded at this time. (For the avoidance of doubt the following are excluded; Pay as you go, Vodafone pay as you go customers moving to bill pay, existing bill pay customers upgrading, customers connecting to a 30 day sim only tariff, Vodafone Home, Vodafone TV, One Net Express, Vodafone Office, One Net Business and Mobile Broadband plans.)

Bill pay contracts, as described per clause 1, entered into with Vodafone Ireland prior to 11/10/2016 will not be eligible for Network Guarantee. However, your purchase may be covered by our 14 day return policy, if this applicable to your purchase – see [vodafone.ie/customer-care.html](http://vodafone.ie/customer-care.html) for more information on this.

The NG is only available to eligible customer segments (herein referred to as 'a customer') as determined by Vodafone Ireland, in accordance with these terms and conditions - Consumer, SoHo, SME customers.

1. NG is not available as part of any promotional offer(s) across any direct or indirect channel of Vodafone Ireland unless deemed to be by Vodafone Ireland.

2. A customer will be eligible to avail of NG via billpay contracts only initiated from Vodafone.ie, Vodafone Retail Direct/Indirect or Vodafone Franchised partners, which may change from time to time without prior notification.

3. Vodafone Ireland retains the right to modify, amend and/or remove NG from the market place without any notice to the customer. In doing so no other contractual terms and conditions entered into with Vodafone Ireland by the customer will be impacted.

4. The NG may only be invoked by a new to Vodafone BillPay customer on a 12 or 24 month contract who has experienced significant Network coverage or connectivity issues during their first 30 days of contract.

5. A customer must clearly communicate to Vodafone their intention to invoke the NG. The customer must advise Vodafone (or its sales partners i.e. from whomever you availed of your purchase) about the network issues you have experienced.

6. Failure to advise Vodafone Ireland of the intent to invoke Network Guarantee within the first 30 day period from date of sale will void the Network Guarantee and full contractual terms and conditions will then apply to you. Please see Vodafone.ie for full contractual terms & conditions.

7. To invoke the NG a customer must return through the purchasing channel (i.e. retail in-store, online or over the phone) and via that same purchasing channel, any handset (including all in box contents) within the first 30 days from the date of purchase. Cancellation of any contract will not take place until any handset associated with the contract is returned to us in an "as new" condition. The handset and screen must be fully functional and the casing of the phone must have no damage such as cracks, chips or visible signs of wear and tear.

8. The NG will solely permit a customer, within a period of the first 30 days of purchase, to be released from a 12 or 24 month billpay mobile contract without incurring early termination fees per the contractual terms and conditions already set out and subject to the following:

8.1. All Customers who wish to invoke the NG and cancel their contract with us must

inform Vodafone or its representatives of their wish to do so in advance. This includes SIM-only customers who only joined the Vodafone network (where no handset was included as part of their NG purchase). Customer must inform Vodafone as follows:-

If the original purchase was in a Vodafone Retail Direct/Indirect or Vodafone Franchised partners then a customer must return to that same store to invoke the NG.

If the purchase was through a distance selling channel (for example online) the customer must advise Vodafone of their intent to invoke NG by calling Vodafone Customer Care on 1907.

For Enterprise customers who received their device via Telesales or their Account Manager they must contact Business Customer Care via telephone or email

8.2. On invoking the NG the customer will be given the option to disconnect their number or move their number to another provider. Should a customer fail to move to another provider Vodafone Ireland reserves the right to move the customer to a Pay as you Go account and the customer will then be subject to the terms and conditions of a Pay as you Go service.

8.3. A Customer must return to Vodafone Ireland all hardware purchased or received at point of sale, to include and not limited to original purchase receipt, the handset received/purchased, all handset packaging (including the handset, charger, headphones, battery, instructions and any other components as came in the original box). The handset returned must have the same serial number (IMEI) as the device that was originally purchased.

8.4. The handset, all handset 'in box' accessories included with handset and all packaging must be free from any

scratches, damages, or any part thereof. It must be in an "as new" condition. The handset and screen must be fully functional and the casing of the phone must have no damage such as cracks, chips or visible signs of wear and tear.

8.5. Vodafone Ireland retain the right to determine and conclude any damage of handset or handset accessories upon diagnostic testing which will take place when the handset is returned to the supplier and to charge the customer the appropriate replacement and or repair fee.

8.6. It is the sole responsibility of the customer to remove any personal data, personal content and pin codes from the phone prior to invoking the NG. Failure to do so, may result in the customer not being eligible to avail of the NG and Vodafone Ireland retain the right to decline eligibility. In addition, Vodafone Ireland accept no liability or responsibility as regards data protection law as a result of the customer failing to remove any personal data/content or any part thereof.

8.7. In the event that any of the above conditions are not met, or if it is found that the phone in question post diagnostic testing is damaged, scratched or blemished in any way, Vodafone Ireland, or any of Vodafone Ireland's representatives, retain the right to refuse the customer invoking of the NG. This refusal does not in any way impact, or supersede, any consumer right as determined by the Sale of Goods and Supply of Services Act, 1980 or any contractual terms and conditions already entered into with Vodafone Ireland.

8.8. Assuming all the above conditions are met, the amount refunded for the handset will be as per the amount displayed as per original purchase receipt.

9. On contract cancellation, the customer will remain liable for the tariff costs associated

with the first 30 days (regardless the date the NG was invoked by the customer). In addition the customer will remain liable for any out of plan or excess usage charges agreed to, up to but not limited to the period of the first 30 days.

10. Under NG, phone covers and/or screen protectors purchased at the time of connection to the network can also be returned. These accessories will only be accepted for return and refund when upon returning to the original point of sale in order to avail of the NG. All other accessories purchased at the time of connection to Vodafone will not be refunded under the Network Satisfaction Guarantee. Customers who did not receive a phone as part of their bill pay contract cannot return accessories for refund under NG.

11. Where a customer has paid for a phone in store or online, the amount paid for the phone at the point of original sale will be refunded to the customer using the same method by which the customer paid.

12. Where a customer has paid an advance payment to Vodafone Ireland on signing their contract, Vodafone Ireland will refund this amount via cheque to the customer only after the account has been fully ceased and the refund amount will be LESS any outstanding charges owing to Vodafone.

13. Vodafone Ireland will endeavour to have any advance payments owed to the customer returned as quickly as possible. However, it should be noted due to security checks and banking processes it may take up to a period of six weeks (but not limited to this period) for this cheque to be received by the customer.

14. If a customer wishes to port back on to the Vodafone Network (after availing of NG), they are free to do so, However, the NG will not be available to that customer for a second time, irrespective of the subscriber number used for a period of 12 consecutive calendar months.

15. When your contract is cancelled your Vodafone covered Insurance policy will also be

cancelled. You will be charged the premium for the first month – regardless of what day in the first 30 days you cancel your contract. (Standard 14 days cooling off period applies to Vodafone covered insurance). For all other insurance products which are not provided by Vodafone you will need to contact that service provider to cancel your insurance contract with them.

16. Any content which is included as part of your price plan will be deactivated upon cancellation.

17. Any incremental add-ons, content or access to content purchased at point of sale will be cancelled when you cancel your contract pursuant to the NG and these content services will be cancelled on the customer's account. Subscription to these services will be charged per the agreed terms and conditions.

18. Where a customer wishes to cancel pursuant to NG, Vodafone Ireland will endeavour to process the cessation request as quickly as possible. However, from time to time there may be delays in processing the request that are outside the control of Vodafone Ireland.

19. For Vodafone business SOHO/SME customers who have concluded a multiple-connection mobile services agreement ("Mobile Services Agreement") with Vodafone (to which NG applies) and who then wish to invoke the NG and leave the network in respect of one, or multiple mobile connections, Vodafone reserves the right to review the terms of said Mobile Services Agreement, in light of one, or more of these connections invoking NG and leaving the network.

20. A customer's rights pursuant to the Consumer Information and Cancellation Regulations 2013 and the Sale of Goods and Supply.