

Vodafone Business Fixed Specific Terms before 7 Dec 2020

General

1. These Terms together with the Customer Application Form and any Service specific terms and conditions, tariff plans or promotions constitute a legally binding agreement (the "Agreement") between Vodafone and you. Use by you or by another person (whether or not such a person is acting with the authority of you) of any of the Services provided by Vodafone, shall be deemed to constitute an acceptance of this Agreement.
2. This Agreement shall commence and you shall be deemed to have accepted that you are bound by, and have agreed to comply with, the terms of this Agreement (as defined above) on the Commencement Date and, subject to termination in accordance with these Terms, shall continue for the Minimum Term of the applicable Services and thereafter shall continue on a month by month basis until terminated in accordance with these Terms. Please note that various related Vodafone products and services including add-ons and Third Party Services may be subject to their own distinct terms and conditions which you are advised to read.
3. Vodafone reserves the right to refuse to accept any customer application.
4. Vodafone may vary or change the Agreement or any part of the Services for any commercial, technical or operational reason and any material changes shall be notified to you in advance.
5. These Terms apply to the Services which Vodafone have contracted to provide you at the time of entering into this Agreement and will continue to provide over the duration of the contract. These Terms 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 you of all Charges due to date. Your continued use of the Service after this 30 day notice period has expired signifies your acceptance of any amendment.
6. Please note that Vodafone Agents are not authorised to amend this Agreement or to agree any provision which is inconsistent herewith.
7. Connection to the Services shall be conditional on:
 - a. you having and maintaining a credit rating satisfactory to Vodafone and providing Vodafone with such financial security as it reasonably requires;
 - b. you providing valid proof of identity/address and such evidence of residency in Ireland as Vodafone may require;
 - c. you being over eighteen (18) years of age (if personal application); and
 - d. truthful and accurate completion of the application form by you and the provision of such other information as Vodafone may for any valid reason request.
8. There will be a customer care support service in connection with the Services, available from 09:00 to 21:00 from Monday to Friday and from 10:00 to 18:00 on Saturday, Sundays and Holidays at the following number: 1907.
9. If you are a customer with special needs (for example an elderly or disabled customer) we can provide you with Services and products geared towards your needs. We can also provide you with information material in other formats, such as braille, audio or large print. Please contact us via 1907 and tell us how we can help you.

Service availability

10. You must have a service delivery address located within a geographic area covered by the network reach of the Access Provider's network.
11. Your service address must be capable of a standard installation type as determined by the Access Provider.
12. If you move house, 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 Period for the Services provided to your old address even if you move from that address during the Minimum Period, 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 eighteen month minimum term contract for all Services associated with your account from the date of activation in the new address.
13. 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 on www.vodafone.ie.

Installation

14. 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 in accordance with 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 to you as soon as possible and in any event within ninety (90) days of the date on your Customer Application Form or as otherwise agreed with you.
15. Each new order for the Services may require a Vodafone Agent visit to install the Equipment in your home or 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.
16. The Service Installation will commence with an overview of your home or business 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.
17. 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.

18. 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.

19. 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.

20. 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.

21. 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 shall be terminated with immediate effect without penalty between Vodafone and you.

22. 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.

23. 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.

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

- a. 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;
- b. If the Vodafone Agents cannot gain access to the Premises due to a 3rd party access issue, for example within an apartment block;
- c. If you refuse to allow the Vodafone Agents onto your property on the agreed appointment date;

d. 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.

e. 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.

The services

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

26. 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 errorfree or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.

27. 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. 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.

28. 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.

29. Vodafone may modify the standard settings and/or features of the Services to offer additional services or value to a Customer's Services or tariff plan from time to time.

30. 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.

Fair usage

31. Vodafone operates a fair usage policy (FUP). It is important to Vodafone that all eligible Vodafone customers are able to access our Services. Accordingly, we have devised a FUP which applies to all our Services. Vodafone may rely on this fair use policy where your usage of the Services is excessive or unreasonable as detailed in this paragraph. Vodafone has developed a threshold for the Services and the related tariffs by reference to average customer profiles and estimated customer usage of the Services (particularly the estimated volume and length of calls likely to be made and data used by end users) (the "Threshold"). If, at the absolute discretion of Vodafone, Vodafone is of the opinion, that your usage of the Services materially exceeds the Threshold over any month, Vodafone may contact you to advise you that your usage exceeds its fair use policy. If the excessive usage continues to exceed the Threshold after receipt of a request to desist from or alter the nature of such usage, Vodafone reserves the right to charge you for the excessive element of your usage at your price plan's standard rate or to suspend, at its absolute discretion, modify or restrict your use of the Service or to withdraw your access to the Services entirely.

Suspension of the service

32. You agree that from time to time it may be necessary for Vodafone to temporarily suspend the Services during periods of repair,

essential maintenance or alteration or improvement to the Services or otherwise in accordance with the law.

33. Vodafone may immediately, without notice, temporarily bar, suspend, restrict, and/or disconnect your use of the Services (collectively "Suspension") wholly or partially for any valid reason, including without limitation, where:

- a. you fail to pay any Charges set out in this Agreement
- b. you fail to observe any other term or obligation set out herein or any relevant law; or
- c. you engage in any activity (or permits any activity) which Vodafone (as in its discretion shall determine) considers:
 - i. to be contrary to existing legislation or regulations applicable to provision of the Services or
 - ii. is or is likely to have an adverse impact on the quality of the Services or the integrity of the Services.

34. Vodafone shall use reasonable endeavours to contact you, but shall not be obliged to contact you, prior to any such suspension of the Services.

35. Vodafone shall be entitled to maintain suspension of the Services until any breach outlined in Clause 33 is remedied to Vodafone's satisfaction.

36. VODAFONE SHALL BE ENTITLED TO CHARGE A RECONNECTION FEE, AS SET OUT IN THE TARIFF SHEET, ON RECONNECTION OF A CUSTOMER FOLLOWING ANY TEMPORARY PERIOD OF SUSPENSION PURSUANT TO CLAUSE 33.

37. Vodafone may suspend the Services from time to time, without liability or notice, for the alteration, improvement or maintenance of the Services and/or where it is required to do so in compliance with any regulatory, government or legal requirement.

38. Where your Services are suspended in accordance with the above, any request for changes to the Services (including upgrades/downgrades or cessation) shall not be possible.

Customer responsibilities

39. You warrant that all information and details provided by you to Vodafone in your Customer Application Form are true and accurate and you shall promptly advise Vodafone immediately in writing or by contacting Vodafone's customer care team via 1907 (where applicable) with any changes to that information (including without limitation, your name, address, email address and/or telephone number).

40. You undertake and agree to use the Equipment as supplied by Vodafone only in order to access the Services and you shall not use the Equipment otherwise than permitted under this Agreement.

41. The Services are provided solely for your own use.

42. You undertake not to use or permit others to use the Services or the Equipment (including where relevant in any emails, or Customer Information made available on the Internet):

- a. for business purposes to sell on or supply the Services to anyone on a commercial basis;
- b. for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Services;
- c. in any way that may cause degradation of service levels to other customers as determined by Vodafone's or in any way jeopardises, impairs, interrupts or interferes with the integrity or security of the Services;

d. to send unsolicited commercial communications or promotional material;

e. for the communication, transmission, publication, distribution or dissemination of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene, indecent or menacing nature or in breach of any intellectual property right;

f. for the processing of automated or manual "personal data" in contravention of Data Protection Legislation; or

g. otherwise in any manner which does not comply with the terms of any applicable law, legislation, regulation, direction or any licence or authorisation applicable to you or any instructions given by Vodafone from time to time.

43. You hereby agree to avail of the Services subject to the provisions of any legislation, regulations, bye-laws or codes of practice applicable to such use.

44. You shall ensure that all persons having access to the Services or the Equipment comply with this Agreement.

45. You shall comply with all reasonable instructions given to you by Vodafone in relation to the use of the Service and the Equipment.

46. You agree that you are responsible for keeping all usernames, PINs and passwords of all your Services secure and private at all times and understand that you should not in any circumstance give your PIN numbers, passwords to any third party (unless you are happy for them to use your account and to incur additional Charges on your account). Please contact us immediately using the details on our website if you suspect or become aware of any:

- a. violation of the security on your Vodafone account;
- b. breach of the security software on your Services;
- c. unauthorised use of your Services; or
- d. other breach or suspicious performance on your Services.

47. YOU SHALL INDEMNIFY AND HOLD VODAFONE HARMLESS AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, EXPENSES AND PROCEEDINGS HOWSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE BY YOU OR ANY OTHER PERSON OF THE SERVICES AND/OR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND/ OR ANY BREACH OF THIS AGREEMENT BY YOU.

Equipment

48. 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.

49. 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.

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

51. 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.

52. 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.

53. 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.

54. Vodafone may change its service delivery method or platforms from time to time which may require you to change the Equipment and/or the Equipment settings to continue to avail of the Services. You agree that such changes do not constitute changes to the terms and conditions of Service. Vodafone is not liable for any costs incurred as a result of any changes required to be made by you.

55. 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.

56. VODAFONE WILL 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.

57. If the customer requires replacement Equipment from Vodafone outside the period of their Equipment warranty, a charge may apply.

Limitation of liability

58. Nothing in this Agreement shall limit or exclude Vodafone's liability to you for personal injury or death.

59. Vodafone shall use reasonable endeavours to ensure that the Service is available for use by you in accordance with the terms of this Agreement but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

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

61. You acknowledge that Vodafone shall to the greatest extent permitted by law, have no liability whatsoever for any delay, failure,

interruption, non-availability or deterioration in any Equipment or Services provided under this Agreement.

62. Save as expressly provided herein, Vodafone disclaims all representations, warranties, guarantees, terms or conditions of any kind, whether express or implied, including but not limited to implied undertakings regarding quality of service implied under Section 39 of the Sale of Goods and Supply of Services Act, 1893 and 1980, to the fullest extent permitted by law and the customer agrees that is fair and reasonable. For the avoidance of doubt any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law.

63. Under no circumstances shall Vodafone be liable for any loss or damage arising as a result of:

- a. the failure of the Services or Equipment due to the incompatibility of the Services with any equipment not supplied by Vodafone;
- b. the acts and omissions of other telecommunication operators (including the Access Provider); or
- c. breach in the security or privacy of messages

transmitted using the service provided by us unless the breach results from the wilful default of Vodafone or its employees.

64. Under no circumstances shall Vodafone be liable to you or any third party, whether under contract, tort, statute or otherwise, for any indirect, economic, special or consequential loss, howsoever arising as a result of your use of the Services and/or the Equipment or otherwise in connection with this Agreement, whether foreseen or unforeseen, including but not limited to loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits.

65. Without prejudice to the exclusions of liability set out in this clause, Vodafone's entire aggregate liability to you or any third party for any and all claims, howsoever arising out of or in connection with this Agreement and whether under contract, tort, statute or otherwise, shall not exceed the lesser of (i) the total charges paid by the customer to Vodafone in the twelve (12) months prior to the date of the last event giving rise to such claim(s) and (ii) €1,500, provided that this shall not operate to exclude any minimum liability imposed by statute.

66. These Clauses 58-66 (LIMITATION OF LIABILITY) shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

Use of information

67. Vodafone shall comply with all of its legal obligations including (without limitation) under the Data Protection Acts 1988 and 2003. This section is subject to the provisions of Vodafone's Privacy Policy, which can be found at vodafone.ie/terms/privacy. Vodafone shall collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you. These may include processing your application, conducting credit and anti-money laundering checks, supplying you with Vodafone's products or Services, administering your account, calculating usage and charges, invoicing, customer services and the efficient management of call and traffic data. Vodafone may also process your personal data for the following purposes:

- a. to monitor or record calls to or from Vodafone's Customer Care support service for training and quality purposes, customer record purposes and in order to track reported problems;

- b. to prevent, detect and investigate fraud or any other criminal activity;
- c. to investigate improper use of the Services or the Network; or
- d. to assess and profile your network and billing history for pricing, statistical and customer service purposes.

68. You consent to Vodafone accessing existing customer account details on Vodafone's systems (name, address, credit information, etc.) for the purposes of processing your Vodafone application, administering your account and provision of the Service to you.

BY ENTERING INTO THIS AGREEMENT, YOU EXPLICITLY CONSENT TO THE USE OF CUSTOMER INFORMATION FOR THESE PURPOSES WHICH INCLUDE ACCOUNT MANAGEMENT, MARKET RESEARCH, CUSTOMER PROFILING, PRODUCT AND SERVICE DEVELOPMENT, PRODUCT AND SERVICE MARKETING AND CUSTOMER CARE, EFFICIENT OPERATION OF THE SERVICES AND OTHER LEGITIMATE BUSINESS PURPOSES.

You shall be deemed in accepting these Terms to have given consent for the use of your information for such purposes.

The use of such information for purposes other than those outlined in this Agreement shall be subject to your consent as given in your Customer Acceptance Form and your authorisation.

69. Personal information will be retained for a reasonable period in accordance with Vodafone's legislative obligations under the Data Protection Acts in a secure environment.

70. Vodafone may find it necessary to disclose certain customer information to its group companies, other licensed telecommunications operators and Vodafone's agents and also to third parties (including other telecommunications operators) for the purpose of administration, account management, customer profiling, market research, fraud prevention, services and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required for the purposes of compliance with any regulatory, government or legal requirement.

71. Vodafone may use your contact details from time to time to contact you about Vodafone and its promotions, products or services which may be available to you or to send you details of such promotions, products or services. You hereby explicitly consent to such contact while you are availing of the Services and for a period of twelve (12) months after you cease to avail of the Services.

The Customer may indicate in its Customer Acceptance Form or contact Vodafone's Customer Care support service via 1907 at any time that it does not wish to receive such communications.

72. You have the right to obtain a copy of any Personal Data (as defined by Data Protection Legislation) that Vodafone holds about you. If you wish to avail of this right, please submit a written request to: Data Protection Team, Customer Care, Vodafone Ireland Limited, Mountainview, Leopardstown, Dublin 18.

73. Vodafone, shall as part of any dispute resolution process, between itself and you, disclose such information as it deems reasonable and necessary, to the arbitrator/ mediator in confidence.

74. Vodafone may disclose Personal Data to third parties or other members of the Vodafone Group: (i) for the purposes of providing the Services; (ii) if required by Data Protection Law, court order, the Data Protection Commissioner or any other statutory body or agency; or (iii) to third parties lawfully sub-processing for Vodafone to deliver the Service.

Charges and payment

75. Vodafone keeps an up to date set of details of prices and tariffs available on the Vodafone website at vodafone.ie/home-phone-broadband/ from where up-to-date information on all applicable tariffs and maintenance charges may be obtained, including payment methods offered and any differences in costs due to payment method. Vodafone reserves the right to alter such tariffs from time to time and shall notify customers of such changes in accordance with Clause 5 of these terms.

76. Vodafone shall provide an online bill to you as default for the Service every month. You agree to provide a valid email address for the purpose of online billing. If you request a paper copy of the bill or are provided with a paper copy because a valid email address was not given for online billing a paper bill will be provided free of charge. If you request a hard copy of a previous bill, a fee may be charged.

77. All Charges and other payments due to Vodafone shall be paid in full by you by the due date for payment set out in Vodafone invoice. Where payment of the Charges is not made by the due date, Vodafone may apply a once-off late payment fee as set out in the Tariff Sheet. Vodafone reserves the right to contact you directly through the Services, by email, by post, or by telephone in relation to overdue payments.

78. In order to avail of the Service, you agree that all Charges and payments payable by you under this Agreement shall be paid by Direct Debit (unless otherwise specifically agreed with Vodafone). You hereby authorise Vodafone to debit the Charges and other payments due to Vodafone under this Agreement from your bank/credit card account. Vodafone reserves the right to apply a charge as set out in the Tariff Sheet for each occasion a Direct Debit payment fails provided the failure is not caused by Vodafone.

79. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent.

80. Should you disagree with any charges shown on your bill, you should contact Vodafone's Customer Care support service via 1907 or, alternatively, lodge a complaint in accordance with Vodafone's Code of Practice (vodafone.ie/aboutus/code/custcare/), prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure.

If, following any such call to our Customer Care support service or the complaints procedure (as applicable), it is established that the Charges on any invoice are incorrect, Vodafone shall credit any overpayment to your account.

81. Save in the case of manifest error by Vodafone, all Charges shall be calculated by reference to the data recorded or logged by Vodafone. Vodafone's determination in respect thereof is final.

82. Where customer billing is dependent on information received by Vodafone from other networks or operators then you accept that such information is an accurate record of your use of the Services.

83. Where Charges are not applied to your invoice for the billing period relating to when they were incurred, notwithstanding any other clause herein, you remain liable for any accrued Charges and may, at any time, be billed for Charges incurred in a prior billing period.

Contract term

84. The minimum term of this Agreement (the "Minimum Term") is outlined on the Customer Application Form, and following the expiry of the Minimum Term, the Agreement converts to a rolling one month contract thereafter.

85. In the event that you upgrade/downgrade from one Service as specified on your Customer Application Form to another Service or Tariff option, the Charges for the higher/lower option (as applicable) will apply with immediate effect. You will be given a new Minimum Term which will take effect from the date the upgrade/downgrade is applied and in the case of a downgrade a downgrade fee may apply where relevant. You will be advised of any applicable downgrade fee by Vodafone on your request to downgrade your Service to another Service or Tariff option.

86. In the event that you agree to avail of a promotional offer, you may be subject to a new Minimum Term as agreed between the parties as part of the terms of the offer.

Termination

87. Neither party may terminate the Agreement during any applicable Minimum Term. Should you terminate this Agreement during the Minimum Term, you shall provide Vodafone with thirty (30) days written notice and, in such circumstances; you shall be required to pay any applicable Termination Charges together with any other Charges provided for herein pursuant to Clause 94-96. Notwithstanding the above, in certain circumstances you may be entitled to cancel your order during the cooling off period provided by the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 as amended and a Termination Charge will not be applicable.

88. After the Minimum Term either party may terminate this Agreement or any of the specific Services on giving the other thirty (30) days' written notice.

89. You shall be entitled to terminate this Agreement by writing to us if we don't do something fundamental that we should have done under this Agreement, within thirty (30) days of you asking us in writing to do so.

90. Vodafone shall be entitled to terminate this Agreement and cease providing the Services forthwith without notice if:

- a. you are in material breach of this Agreement (including non-payment of the Charges as set out in this Agreement);
- b. you are in breach of any term of this Agreement and have failed to remedy such breach within thirty (30) days of being notified of such breach;
- c. any information supplied by you to Vodafone is false or misleading;
- d. Vodafone is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority;
- e. you are suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service; or
- f. you die, become mentally ill or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.

91. Vodafone shall be entitled to terminate this Agreement immediately by giving you notice if any event of Force Majeure continues for a period of thirty (30) days or longer.

92. The termination or suspension of this Agreement or your default hereunder shall not affect the accrued rights and obligations of the parties under the Agreement. Any terms which expressly, or by implication, are intended to survive termination of your Agreement shall continue to bind the parties following such termination.

93. On termination of the Agreement, all Charges accrued by you together with any Termination Charges shall become immediately due and payable and following termination, the Customer shall continue to pay the Charges accrued during the term of the Agreement or Minimum Term.

Termination charges

94. If you exercise your right of cancellation, any monthly Charges paid in advance by you shall not be refunded on termination of this Agreement for any reason.

95. Neither party may terminate the Agreement during any applicable Minimum Term other than as provided herein. Should you terminate this Agreement during the Minimum Term, you shall be required to pay any applicable Termination Charges together with any other Charges provided for herein and you hereby authorise Vodafone to debit the Termination Charge from your bank account.

96. Vodafone reserves the right such that, where you have availed of a discount, free Equipment or other promotion relating to the Agreement and terminate within the Minimum Term, an amount equal to the value of any such promotion, free Equipment or discount, prorated to the unexpired portion of the Minimum Term may at Vodafone's discretion be reckonable for the purposes of calculating the Termination Charge.

Promotions, special offers, third party services and add ons

97. Promotions, Special Offers, Third Party Services and add ons including, but not limited to, offers in respect of handsets, hardware, call plans, content and/or 'add on' features, shall be subject to the provisions of the Terms and Conditions under which they are released and you may be charged for these promotions, offers and/or additional services. The terms and conditions contained herein shall also apply generally to all Promotions, Special Offers, Third Party Services and add ons as may be released by Vodafone from time to time regardless of the subject thereof (unless explicitly stated otherwise in the Promotion, Special Offer or additional service terms and conditions).

Customer care & codes of practice

98. The Vodafone customer care policies and the Vodafone Code of Practice on Customer Care are set out at vodafone.ie/aboutus/code/. The Customer shall raise any complaints in relation to the Service using the complaints procedure set out in the Code of Practice.

99. The Customer shall contact Vodafone Customer Care in the event that it wants to alter any aspect of the Service, including, but without limiting the generality of the foregoing, the addition of a service, changes to a service and changes in the Customer's premises where the Services are provided.

100. 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 vodafone.ie/helpsupport/contactus/.

Notice

101. Vodafone shall send all notices to the Customer:

- a. Via text message to your mobile number as provided on registration and/or
- b. by e-mail to your e-mail address as provided on registration; and/or
- c. in writing to your billing address as provided on registration; and/or

d. in writing to the address on your bill (if different to the one provided by you provided on registration); and/or

e. by placing same on the Vodafone website and/or via national newspapers.

102. You shall send all notices to the address that appears on the last written correspondence regarding the Services sent by Vodafone to you or such other address as may be prescribed by Vodafone for the purpose.

103. Notice given by post or via the Vodafone website shall be deemed served 48 hours after posting or on earlier proof of delivery. Notice given by Vodafone in national newspapers shall be deemed served on the date of publication.

Intellectual property rights

104. All rights, including copyright in Services and their content, belong to Vodafone, Vodafone's Access Provider(s), or Vodafone's Agents. Vodafone and they hereby reserve all rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by license, franchise, title, interest or otherwise in Vodafone or any property of Vodafone, including, without limitation, Vodafone trade names, trademarks, service marks or proprietary information.

105. The 'Vodafone' trademark and other related images, logos and names on the Services are proprietary marks of Vodafone. Vodafone hereby reserves all rights.

106. Where Vodafone generates any Intellectual Property Rights in performing Services, or creating or customising Products for you (including without limitation by the creation or customisation of Software), all such Intellectual Property Rights shall, on their creation, vest in Vodafone exclusively.

107. The Services and Equipment must not be used in any way which breaches the Intellectual Property Rights of Vodafone and/or any third party.

Assignment

108. This Agreement 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 Agreement in whole or in part.

109. You agree that Vodafone shall be entitled, at its absolute discretion, at any time and from time to time, without notice and without your prior written consent, to assign, sub-contract, novate or otherwise transfer this Agreement or any of their rights and obligations under this Agreement to any third party including but not limited to any other company that controls, is controlled by, or is under common control to Vodafone.

110. Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments (where applicable for connection or Service Exclusions) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, regulatory authorities or other circumstances beyond the control of the parties ("Force Majeure").

Entire agreement

111. Except for fraudulent misrepresentation, the Agreement represents the entire agreement between you and Vodafone relating

to its subject matter and supersedes any previous agreements between the parties relating to the same. The parties acknowledge that, in entering into the Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by the Agreement.

Waiver

112. Failure by either party to the Agreement to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

Severability and survival of clauses

113. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.

114. Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

Governing law

115. This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

116. 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.

Limitations of broadband voice

117. You acknowledge in relation to the Fixed telephone and broadband services stated above, that PSTN-based services such as monitored alarm, fax and some TV services may not be compatible with the Vodafone service. 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.

Definitions:

Words incorporating the singular shall include the plural and visa versa;

"Access Provider" means 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.

“Agreement” means these Terms together with the Customer Application Form and any Service specific terms and conditions, tariff plans or promotions constituting a legally binding agreement between Vodafone and you.

“Charges” means the charges for the Services, as published in Vodafone’s periodically updated Tariff Sheet (including, but not limited to, connection charges, service options, monthly rental or tariff charges, call charges (which may vary depending on the type of call made), reconnection charges, Termination Charges, Equipment Non-Return Fees and administrative charges) and certain Third Party Services which you may choose to receive;

“Commencement Date” means the date whereon Vodafone has accepted your Customer Application Form and activated your Service.

“COMREG” means the Commission for Communications Regulation which is the national regulatory authority for the electronic communications market in Ireland;

“Customer” or “you” means the customer who, being an individual enters into this Contract by completing and signing the Customer Application Form or who, being an organisation, enters into this Agreement by virtue of the completion and signing of the Customer Application Form by an authorised signatory;

“Customer Information” means 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 e-mail, website or otherwise, using the Services;

“Customer Application Form” or “CAF” means your application process for the Services. This form or application via online or telephone approves and authorises the provision of the Services by Vodafone to you and contains such information as Vodafone may reasonably specify. For the avoidance of doubt, the form, content and medium of the Customer Acceptance Form (in writing, on-line or via other means) shall be as specified by Vodafone from time to time;

“Data Protection Legislation” means the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

“Equipment” means any Vodafone supplied or Third Party Equipment as required for the supply and use of the Services and provided to you by Vodafone for such purposes;

“Equipment Non-Return Fee” means 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 “Other Charges” section of the Vodafone website;

“Fixed” the word fixed when used in conjunction with a service means services which are associated with a specified address or location;

“Intellectual Property Rights” means all intellectual property rights, including without limitation all trademarks, logos, get-up of brand(s), designs, symbols, emblems, insignia, fascia, slogans, copyrights, know how, information, drawings, plans and models, and other identifying materials, any and all rights pertaining to discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted into tangible form, patents, rights in any domain names, database rights, goodwill, reputation, computer programs and analogous property, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interest, present and future, thereto and therein;

“Minimum Term” means the minimum period for the supply of the Services, such period to be as specified on the Customer Application Form or as specified in the service specific terms and conditions commencing on the commencement date unless otherwise agreed between the parties;

“Services” means the Vodafone Fixed telephone and broadband services.

“Tariff Sheet” means the Vodafone Home Phone, Broadband and TV charges and pricing guide as may be amended by Vodafone from time to time in accordance with these Terms and which is available at vodafone.ie/home-phonebroadband/charges/.

“Termination Charge” means the fee payable by you where you choose to terminate this Agreement before the expiry of the Minimum Term and which is equal to the Charges for the balance of the remaining unexpired Minimum Term as specified in the Tariff Sheet.

“Third Party Equipment” means 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” means any service promoted or provided by third parties to you using the Services.

“Vodafone” means Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18;

“Vodafone Agents” means any third party authorised to promote and sell the Service or carry out services and/or business activities on Vodafone’s behalf;

“Vodafone Group” means Vodafone Group Plc and any company in which Vodafone Group Plc holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

“Vodafone Network” means the electronic communications systems used by Vodafone and the Access Providers to offer the Services.

Website – www.vodafone.ie or any such other website or URL which we may dictate to you from time to time.

Our registered office is at: Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18.