

Red Business from March 6, 2019

Reviewed: 1 March 2021

Vodafone RED Business Terms and Conditions for new and upgrading customers from 6th March 2019.

These terms and conditions govern your use of the Vodafone RED Business package. These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunication and Broadband Service and any additional service conditions you have signed up to (all these terms and conditions the "Terms"). For the avoidance of doubt, the below terms will form part of and apply in addition to the terms and conditions of each participating customer's Vodafone Service. If there is any conflict between the Terms then the order of precedence shall be as follows: the Service Specific Terms and Conditions of the RED Business proposition followed by the Vodafone General Mobile Terms and Conditions.

I. What is Vodafone RED Business?

A. Vodafone RED Business is a Vodafone mobile proposition for small business customers, comprising a variety of RED Business tariffs, which allows you to roam and Take Your Home Plan abroad. The daily fee of roaming is dependent on your choice of RED Business price plan and the zone in which you are roaming. Add Ons are available for the various Vodafone Business tariffs and a list of Add Ons that are relevant to RED Business can be found listed at Appendix B at the end of these Terms. See the Vodafone provisions regarding Roaming at below.

II. Cost of Service

A. Customer confirms that they are dealing as a business customer and accepts that Vodafone shall provide an online bill as default. Customer agrees to provide a valid email address for the purpose of online billing. If Customer requests a paper copy of the bill (or is provided with a paper copy because a valid email address was not given for online billing) or requests a hard copy of a previous bill, Vodafone reserves the right to charge a fee per paper bill. By agreeing to these Terms and Conditions you confirm that you wish to receive an electronic monthly e-bill in respect of your price plan contract and you confirm that you have access to internet services to review that bill.

B. Towards the end of your contract term, Vodafone may contact you regarding (a) recommitting to your Vodafone contract for a further contract term and/or (b) in relation to alternative and/or additional Vodafone packages which may be appropriate to your recommitment to your Vodafone contract.

III. Access to the Service

A. If you exceed any Price Plan allowance you will incur additional internet data charges.

B. The Service is subject to network coverage, Vodafone's fair usage policy, mobile equipment capability and the operating system installed on your mobile equipment.

C. From time to time Vodafone may modify the standard settings and/or features of the RED Business proposition in order to offer additional value to the Service. Such changes might include measures such as increasing your data allowance size. The parties agree that such changes to the RED Business proposition or package do not constitute modification in the conditions of the contract for that RED Business proposition or package

IV. Access to the RED Business Package

A. Fair Usage Policy: Unlimited Calls and Texts to the UK

The RED Business Complete and Prime price plans are subject to a fair usage policy in reference to usage (minutes and texts) to the UK. This policy states that 75% of the monthly allocation of usage (minutes and texts) must originate from the Republic of Ireland to mobile and landline numbers within the Republic of Ireland. For example, if you consume a total of 1,000 minutes in a given month; 750 of that 1,000 minutes must be used to dial mobile or landline numbers in the Republic of Ireland. This threshold is set in accordance with the average customer usage and is regularly reviewed to ensure its suitability. If, in the reasonable opinion of Vodafone, your usage is deemed excessive or unreasonable or if more than 25% of usage is undertaken in terms of calling and texting UK numbers from Republic of Ireland, we may ask you to moderate your usage. If you fail to moderate your usage after a request to do so, we reserve the right to (i) charge you for the excessive amount of your usage, (ii) transfer you to a tariff which does not include unlimited minutes/texts, or (iii) suspend or terminate your Service. Vodafone reserves the right to modify the threshold(s) for fair usage from time to time in line with valid legal, regulatory, or commercial decisions. Any such modification shall not affect the terms of your overall mobile contract with Vodafone.

B. Fair Usage Policy: Take Your Home Tariff Abroad

Use of, and access to, the RED Business Package for "Take Your Home Tariff Abroad" is subject to the following fair usage policy. This policy states that 75% of the monthly allocation of usage (data, minutes and texts) must originate from the Republic of Ireland to mobile and landline numbers in the Republic of Ireland. For example if you consume a total of 1,000 minutes in a given month; 750 of your 1,000 minutes must be used to dial mobile or landline numbers in the Republic of Ireland. This threshold is set in accordance with the average subscriber usage and is regularly reviewed to ensure its suitability. If, in the reasonable opinion of Vodafone, your usage is deemed excessive or unreasonable or if more than 25% of usage is undertaken while roaming we may ask you to moderate your usage. . If you fail to moderate your usage after a request to do so, we reserve the right to (i) charge you for the excessive amount of your usage, (ii) transfer you to a tariff which does not include unlimited minutes/texts, or (iii) suspend or terminate your Service.

C. Vodafone reserves the right to send you notifications regarding your usage of your data allowance package and can notify you when you reach certain thresholds of your particular data allowance and if/when you exceed your particular data allowance. As a Customer, you may opt out at any time, from receiving such notifications by contacting Vodafone Customer Care on 1907 or free-texting NO NOTIFY DOMESTIC to 50226. You can opt back in at any time by free-texting NOTIFY DOMESTIC to 50226.

D. As a Customer, you may proactively request that Vodafone place a barring facility on your Vodafone account so as to protect you from going above your bundle allowance of data. The obligation is on you, the Customer, to cap your usage so you do not go out of bundle by free-texting DATA BAR to 50226 or contacting Vodafone Customer Care on 1907. You can opt back in at any time by free-texting NO DATA BAR to 50226.

E. If you are on another Bill Pay tariff plan and still within a contract term, you can migrate to a RED Business tariff (where the monthly access fee is equal to or more than the monthly access fee for your current Bill Pay tariff plan) for the remainder of your contract term and your contract end-date will remain the same..

F. The Vodafone RED Business proposition is made available at the discretion of Vodafone and Vodafone reserves the right to vary, amend, alter, or withdraw this proposition and/or its terms for commercial, legal, and/or regulatory reasons.

V. **RED Business "Take Your Home Plan Abroad":**

A. RED Business **'Take Your Home Plan Abroad'** is available to all Mobile Bill-Pay customers who upgrade or connect to a RED Business mobile tariff plan after 17 November 2016. The Take Your Home Plan Abroad service allows you to use unlimited voice & texts, your tariff plan's data allowance, and domestic/international add-ons when roaming, as if you were still at home. The daily fee for this service is dependent on what RED Business price plan you choose and the zone in which you are roaming. For a full list of RED Zones, see Appendix A at the end of these Terms.

B. The daily access fee will be applied following the first roaming mobile event of the day and expires at midnight Irish time. You will only be charged on those days that you use your phone while you are abroad. For a full list of RED Zones, see Appendix A at the end of these Terms.

C. As a Vodafone RED Business customer, you will be automatically opted into the RED Business **'Take Your Home Plan Abroad'** offer as part of your package plan. You can opt out of the service at any time by free-texting STOP RED to 50020. You can opt back in at any time by free-texting RED to 50020. If you opt out, it may take up to 24 hours for the changes to be applied to your account. Alternatively, you can opt-out through My Vodafone or by contacting Vodafone Customer Care on 1907.

PLEASE NOTE, THAT IF YOU CHOOSE TO OPT OUT OF THE SAID TARIFF OFFER, YOU WILL NOT BE ABLE TO USE YOUR ROAMING TARIFF FOR FREE (IF FREE ROAMING IS INCLUDED IN YOUR STANDARD TARIFF) WHEN ROAMING IN THE RED UK AND RED EUROPEAN ZONES OR USA AND YOU WILL BE CHARGED STANDARD REGULATED ROAMING RATES INSTEAD.

D. In order to avail of the RED Business **'Take Your Home Plan Abroad'** service a customer must roam on the Vodafone Network or on a Vodafone approved Network.

E. The charges published on <http://www.vodafone.ie/small-business/phones-plans/red-business> will apply to RED Business customers who use their phone when roaming on Vodafone or Vodafone approved networks in eligible countries as published on www.vodafone.ie. Vodafone reserves the right to change the countries and/or networks from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customer's responsibility to check prior to travelling.

F. Please note that RED Business **'Take Your Home Plan Abroad'** is designed to be used by subscribers normally domiciled in the Republic of Ireland ("RoI") for casual and normal roaming usage and as such, a Fair Usage Policy (See IV.B above) applies to prevent permanent roaming and/or abuse of their package, where the subscriber uses roaming for an excessive amount of days or usage. A subscriber may be deemed to be an excessive roamer if, per Vodafone's records, they do not use their phone in RoI at least once per each month and Vodafone reserves its right to exercise its fair usage policy in relation to any such usage which it deems to be in breach of fair usage.

G. Any additional data used beyond your tariff plan's data allowance will be charged at the relevant rate for the country in which you are roaming as per the pricing published on www.vodafone.ie and will be charged in Kb increments.

H. Only calls and texts to standard mobiles and standard landlines to RoI or within the country you are roaming in (excluding premium rate and non-geographic numbers) are included.

I. Any special domestic promotions or reduced rates for Bank /Public Holidays are not included.

J. EU Regulated Data Roaming spend caps and notifications apply to data used within RED Business **'Take Your Home Plan Abroad'**. 33% of the highest possible daily rate, to a maximum of €2 (ex VAT) per day will be considered as data roaming spend for the purpose of calculating data roaming EU regulated Data Roaming spend caps and notifications.

K. If you have already opted into Vodafone Passport Mobile Internet, this service will only apply when you roam in countries that are outside the RED Business footprint but within the Passport footprint. If you opt out of RED Business **'Take Your Home Plan Abroad'**, you will remain on Vodafone Passport Mobile Internet. If you are not opted into either of these plans you will pay our default roaming plans.

L. Data cannot be used for the purpose of Tethering.

M. Customers opted in to RED Business **'Take Your Home Plan Abroad'** can decide to purchase roaming data services from third party operators or connect to a network other than Vodafone's preferred network in the particular country, provided that Vodafone has a roaming agreement in place with the operator. If they have purchased an alternative data roaming service from a non-Vodafone approved network, RED Business **'Take Your Home Plan Abroad'** customers must contact Vodafone customer care to activate access to that network. The customer must also manually switch their phone to this alternative network. If a customer has requested to be moved to a non-Vodafone or non-Vodafone preferred network for their data services, they will need to manually switch back to the Vodafone or Vodafone preferred network if they wish to avail of the RED Business **'Take Your Home Plan Abroad'** pricing for their voice calls and texts. If a customer does not manually switch back to the Vodafone or Vodafone preferred network, they will not be able to avail of the RED Business **'Take Your Home Plan Abroad'** service and related rates. In these circumstances, Customer will be charged at the default EU Regulated Roaming rates for calls and texts made on the alternative network. These prices are published on www.vodafone.ie

N. Customers are responsible for the management of their device configurations and should be aware that updates and connections can incur data usage. As a result, customers are wholly responsible for any associated costs while roaming. Where a customer device is setup for automatic data updates, connections on the customers mobile are considered to be with the consent of the customer and so data roaming charges will apply.

O. To avoid unexpected roaming data usage due to automatic updates and connections it is recommended that these be disabled whilst travelling and manual connections be made when needed. Please refer to handset manual or application settings for detailed instructions.

P. Service charges while roaming do not include event charges, such as charges for downloads of ringtones or games, and do not include the use of any data services for which a special charge is made.

Q. Vodafone may, from time-to-time, change its Service delivery methods or platforms which may require the Customer to change Equipment and/or Equipment settings to continue to avail of the Services. The parties agree that such changes to the Service do not constitute modification of the conditions of the contract for that Service or package. Customer confirms that it does not require individual notification regarding any such modification.

R. Vodafone will endeavour to ensure all roaming records are captured at time of billing however, please note that there is a

dependency on third parties to provide roaming usage details in a timely manner.

VI. Descriptions of Specific Vodafone RED Business Price Plans:

A. The Vodafone RED Business suite of price plans inclusions are set out in the table below depending on the price plan chosen:

B. Vodafone RED Business suite of price plans - from X 2019

Price Plan	Your price plan includes:
RED Business Select	<ul style="list-style-type: none"> · Unlimited calls and texts to Irish Numbers · 100 international minutes and texts · Take your Home Tariff Abroad from €1.62 ex VAT per day · 10GB Data · One Net Lite (landline on mobile feature)
RED Business Select Plus	Unlimited calls and texts to Irish Numbers 100 international minutes and texts Take your Home Tariff Abroad from €1.62 ex VAT per day 10GB Data One Net Express
RED Business Complete	Unlimited calls and texts including to the UK 250 international minutes and texts Take your Home Tariff Abroad for free in Europe 30GB Data One Net Lite (landline on mobile feature)
RED Business Complete Plus	Unlimited calls and texts including to the UK 250 international minutes and texts Take your Home Tariff Abroad for free in Europe 30GB Data One Net Express
RED Business Prime	Unlimited calls and texts including to the UK 1000 international minutes and texts Take your Home Tariff Abroad for free in Europe, the US and Canada 60GB Data One Net Lite
RED Business Prime Plus	Unlimited calls and texts including to the UK 1000 international minutes and texts

	Take your Home Tariff Abroad for free in Europe, the US and Canada 60GB Data One Net Express
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C. Customer can choose to add more minutes, texts, or data to the above price plans at an additional cost. These add-ons can be updated from month-to-month with no restriction. Customer will be presented with add-ons which allow usage within the Republic of Ireland, when roaming, and worldwide as per the applicable Add On terms. Text add-ons cannot be used to text a landline.

D. Any unused portion of the monthly allocation associated with a price plan or add on (minutes/texts/data) cannot be carried over to the next month.

E. All Vodafone RED Business bill pay price plans are subject to a minimum term contract of 24 months when taken with a Handset. If Customer receives an early upgrade while on a Vodafone RED Business price plan, they will be required to enter a new 24 month contract, the effective date of which will commence on the expiry date of their existing contract.

F. For Vodafone RED Business price plans, 'out of bundle worldwide minutes will be charged on a rounded, per minute basis.

G. Call and text usage will be applied in the following manner:

- a. Vodafone to Vodafone minutes and texts
- b. Price plan inclusion minutes and texts
- c. Purchased Add-ons
- d. Out of bundle rates

H. Data usage will be applied in the following manner:

- a. Purchased Add Ons
- b. Price plan inclusive data

I. The Inclusive Allowances as referred to in the descriptions of the RED Business Price Plans above shall be interpreted as follows:

VII. Inclusive Minutes`

A. Inclusive Minutes will apply when on the Vodafone Ireland network for:

- a. Calls to Vodafone Ireland mobile numbers (On-net)
- b. Calls to other Irish mobile network or Irish fixed line numbers (Cross-net)
- c. International mobiles or fixed lines where an international allowance is applicable (International)

B. Inclusive Roaming Minutes will apply when roaming on a RED Business network for calls to Home or Local:

- a. Calls to Vodafone Ireland mobile numbers (On-net – Home)
- b. Calls to other Irish mobile network or Irish fixed line numbers (Cross-net – Home)
- c. Calls to mobile network or fixed line number in the country in which you are roaming in (Local)
- d. International mobile or fixed line numbers where an international allowance is applicable (International)

Inclusive Minute allowances are consumed on a 'Per Minute' basis and Calls out of bundle are charged on a 'Per Second' basis, unless stated otherwise.

VIII. Inclusive Texts

A. Inclusive Texts will apply when on the Vodafone Ireland network for:

- a. Texts to Vodafone Ireland mobile numbers (On-net)
- b. Texts to other Irish mobile network numbers (Cross-net)
- c. International mobile numbers where an international allowance is applicable (International)

B. Inclusive Roaming Texts will apply when roaming on a RED Business network for texts to Home or Local:

- a. Texts to Vodafone Ireland mobile numbers (On-net – Home)
- b. Texts to other Irish mobile network numbers (Cross-net – Home)
- c. Texts to mobile network numbers in the country in which you are roaming in (Local)
- d. International mobile numbers where an international allowance is applicable (International)

Inclusive Text allowances and Texts out of bundle are consumed and charged on a 'Per Message' consisting of 160 characters basis, unless stated otherwise.

IX. Inclusive Data

A. Inclusive Data allowance will apply when on the Vodafone Ireland network (On-net) and when roaming on a RED Business network subject to the Fair Usage Policy for RED Business tariffs.

B. Inclusive Data allowances when on the Vodafone Ireland network are consumed on a 'Per Kilobyte' basis and Data out of bundle is charged on a 'Per 200 Megabyte' basis for the first 8GB before being charged 'Per Kilobyte' for any additional use, unless stated otherwise.

X. Unlimited Calls and Texts to the UK:

A. The RED Business Complete and RED Business Prime price plans include a monthly allowance of minutes which can be used to dial mobiles and landlines within RoI and UK.

B. The monthly allowance of texts included in the RED Business price plan can be used to text mobiles within RoI and UK. You cannot use the allowance for landlines within RoI or the UK.

XI. Exclusions:

A. Inclusive minutes cannot be used for calls to Premium rate numbers, non-geographic numbers, and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

B. Inclusive texts cannot be used for MMS (Multimedia Messaging Services) or messages to Landlines, Premium rate numbers, non-geographic numbers and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

C. If opted out of RED Business 'Take Your Home Plan Abroad', you will be charged standard roaming rates.

XII. Vodafone RED Business price plans – Data Usage

A. All of the Vodafone RED Business price plans include a monthly allowance of data which can be used to access the internet via the APN in B below only. Internet accessed via the mobile using any other APN will result in additional charges in accordance to the costs for these APN: blackberry.net, wap.vodafone.ie, live.vodafone.com, push.vodafone.ie, hs.vodafone.ie

B. Data roaming allowances can be used on the Live APN.

XIII. Migrating within Vodafone RED BUSINESS Price Plans

A. Subject to the Terms customers may migrate to another Vodafone RED Business price plan (provided the new RED Business price plan is of equal or greater contract length and value) by giving prior notice to Vodafone. The change of price plan will be effective as of the customer's next billing day, provided that notice is given at least three full working days in advance of the billing day.

B. Customers can migrate from their existing Vodafone RED Business price plan only once per month.

C. Unless Vodafone, in its sole discretion decides otherwise, Customer cannot migrate to another Vodafone RED Business price plan which is of a lesser value until their contract with Vodafone has ended. If a customer migrates to a price plan of a lesser value before their contract has ended, Vodafone reserves the right to implement a charge to the customer for this migration, such as an early termination fee for their existing price plan based on the duration of the unexpired term of their minimum contract term.

D. In cases where the customer is moving from a legacy price plan to the Vodafone RED Business suite of price plans, they will be unable to move back to the legacy price plan at any point in the future.

E. When migrating from one price plan to another the customer is unable to carry over any remaining balances or add-ons from their old price plan.

F. Regardless of your current price plan, Vodafone reserves the right to reduce or extend your contract length by no more than 24 months, based on any additional value which Vodafone, in its discretion, may provide you as a result of switching to any Vodafone RED Business price plan.

XIV. RED Business Additional Services

A. As a Vodafone RED Business customer you may opt to avail of the Vodafone One Net Lite or One Net Express add on inclusive in your chosen plan. These form part of these RED Business terms and can be found here: RED Business One Net Lite terms (<https://www.vodafone.ie/terms/bill-pay/#redbusinessplans>) and RED Business Plus One Net Express Terms (<https://www.vodafone.ie/terms/bill-pay/#onenet>)

APPENDIX A:

RED Business daily roaming charges from X 2019:

Tariff	Daily Fee in RED UK Zone	Daily Fee in RED	Daily Fee in RED USA & Canada Zone	Daily Fee in RED Rest of World Zone

		European Zone		
RED Business Select/RED Business Select Plus	€1.62 ex VAT	€2.43 ex VAT	€2.43 ex VAT	€4.06 ex VAT
RED Business Complete/RED Business Complete Plus	Free	Free	€2.43 ex VAT	€4.06 ex VAT
RED Business Prime/RED Business Prime Plus	Free	Free	Free	€4.06 ex VAT

5GB of Data	€12.20
100 International Minutes	€4.07
200 International Minutes	€6.50
350 International Minutes	€9.76
100 International Texts	€2.44
Unlimited International Texts	€4.88

All add-ons are charged on a monthly basis and will apply from your next bill day. Add-ons specified as a onetime/instant add-on will be applied to your account within 24 hours and expire after 30 days.

Red UK zone – UK, Northern Ireland, Guernsey, Isle of Man & Jersey

Red European zone – Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland & Turkey.
RED USA zone – USA & Canada

RED Rest of World zone - Anguilla, Antigua and Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Bonaire, Brazil, British Virgin Islands, Cayman Islands, Chile, China, Colombia, Congo, Costa Rica, Curacao, Desirade, Dominica (Commonwealth), Dominican Republic, Ecuador, Egypt, El Salvador, Fiji, French Guiana, French West Indies, Ghana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Kenya, Lesotho, Macedonia, Martinique, Mexico, Montserrat, Morocco, Mozambique, Nauru, Netherlands Antilles, New Zealand, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Puerto Rico, Qatar, Russia, Saba, Samoa, Serbia and Montenegro, Singapore, Sint Maarten, Sint Eustatis, South Africa, St Barthelmy, St Kitts and Nevis, St Lucia, St Martin, St Vincent & the Grenadines, Suriname, Tanzania, Thailand, Tonga, Trinidad and Tobago, Turks and Caicos Islands, United Arab Emirates, Uruguay, Vanuatu, Virgin Islands (US)

APPENDIX B

List of Vodafone RED Business Relevant Add Ons:

One-time Add ons	One-time Charge (Excludes VAT)
Instant 1 GB Data Bundle €6.50	Instant 3 GB Data Bundle €12.20
Recurring add-ons for RED Business Select, RED Business Select Plus, RED Business Complete, RED Business Complete Plus, RED Business Prime, RED Business Prime Plus.	Monthly Charge (Excludes VAT)
1GB of Data	€4.07
2GB of Data	€6.50