

Fixed Broadband Modem Terms

Reviewed: 010321

Fixed Broadband Modem Terms

Validity: from 1st April 2015

The following terms and conditions are in addition to and form part of the Standard Terms and Conditions of Vodafone Fixed Line and Fixed Broadband Services, and the Vodafone Fixed Broadband Terms and Conditions and are effective from 1st April 2015; in addition the following words may have the following meanings:

Definitions

- **Broadband Modem** – means the equipment required and used by the Customer to facilitate the supply of Fixed Broadband Services from Vodafone to the Customer.
- **Vodafone Broadband Modem** – means the Broadband Modem equipment supplied by Vodafone, as requested by the customer, for the purpose of facilitating the Fixed Broadband Services supplied in this Agreement.
- **Non-Vodafone Broadband Modem** – means the Broadband Modem equipment supplied by the Customer for the purposes of facilitating the Fixed Broadband Services supplied in this Agreement. This equipment may or may not have originally been supplied by Vodafone and, if so, was not supplied for the purposes of this current Agreement.
- **Modem Fee** – means the fee or charge payable by the Customer in relation to any Vodafone supplied Broadband Modem equipment.

1. If the Customer selects a Vodafone Broadband Modem from Vodafone a one off, Modem Fee may apply. Vodafone will supply a suitable broadband modem to customers in order to facilitate provision of and use of the Service. This Vodafone Broadband Modem remains the property of Vodafone and may only be used in conjunction with Vodafone broadband products and must comply with all manufacturers' instructions and any other reasonable instruction provided by Vodafone. Vodafone may add to or substitute the Vodafone Broadband Modem as necessary to provide the Services or for other valid reasons.
2. On termination of the Agreement, or on cancellation of any Vodafone Broadband Modem Broadband Services, or on receipt of a replacement modem, the Customer shall within thirty (30) days of the date of termination or cancellation, receipt of replacement, arrange for postage of the equipment at no cost to the Customer to Vodafone. Vodafone shall provide the Customer with a pre-paid postage package. In the event of any such Vodafone Broadband Modem not being returned to VODAFONE within thirty (30) days of the cancellation of the Services, the Customer may be charged a modem fee as set out in the "Other Charges" section of the Vodafone website.

3. From the time we deliver the equipment to the Customer until the Customer return the Equipment to Vodafone the Customer must take reasonable care of it. The Customer must not and must not allow anyone else (other than Vodafone representatives) to add to, interfere or modify the equipment in any way and the splitting of lines and or cable by the Customer is strictly not allowed. As well as any other rights Vodafone may have, such action may result in our suspending the Services, terminating the Agreement and/or Vodafone retaining the whole or a part of any deposit.
4. The Customer may use its own, Non-Vodafone Broadband Modem to access the Fixed Broadband Service. If the Customer uses a Non-Vodafone Broadband Modem for access to the Fixed Broadband Services, Vodafone does not support or make any assurances as to the quality of Fixed Broadband Services through use of Non-Vodafone Broadband Modems and may not be responsible for any loss or damage howsoever arising to Non-Vodafone Broadband Modem or the Fixed Broadband Services as a result.
5. Vodafone may change its service delivery method or platforms from time to time which may require the Customer to change the Broadband Modem and/or the Broadband Modem settings to continue to avail of the Fixed Broadband Service. The parties agree that such changes do not constitute changes to the conditions of Service. Vodafone is not liable for any costs incurred as a result of any changes required to be made by the Customer.
6. For existing customers opting to re-contract their Fixed Broadband Services with Vodafone, for a further Minimum Term or more, Vodafone may waive any new Modem Fee as a promotional offer from time to time.
7. If the Customer requires a replacement Vodafone Broadband Modem from Vodafone within the period of their Vodafone Broadband Modem warranty, the Customer is entitled to a free replacement Vodafone Broadband Modem provided the original Vodafone Broadband Modem is:
 1. confirmed by Vodafone technical support to be faulty;
 2. this fault is confirmed as not caused by the Customer; and
 3. the original Vodafone Broadband Modem is confirmed as returned to the appropriate warehouse.

Vodafone will provide a pre-paid postage package. If the original Vodafone Broadband modem is not returned to the address specified by Vodafone within 20 working days, Vodafone reserves the right to charge the customer for any replacement Vodafone Broadband Modem.

8. If the customer requires a replacement Vodafone Broadband Modem from Vodafone outside the period of their Vodafone Broadband Modem warranty, a charge may apply.
9. If the customer returns a Vodafone Broadband Modem to Vodafone as a change of mind during the Cooling Off

Period or for the purposes of receiving a free replacement Vodafone Broadband Modem under clause 5 and this modem is returned damaged in any way, such that the Vodafone Broadband Modem is not fit for resale, Vodafone reserves the right to charge the customer.

10. If for any reason Vodafone in error supplies additional Vodafone Broadband Modems to the customer, the customer may notify Vodafone immediately.