

**1) Definitions**

- a) "we" or "us" "Our" means the service provider named on the order form.
- b) "you" or "your" means the customer named on the order form.
- c) "GSM Gateway" Any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
- d) "GSM Gateway Commercial Policy": Our policy governing use of GSM Gateway's as set out in the following website:  
<http://www.vodafone.co.uk/enterprisecontracts>
- e) "mobile device" means your mobile phone or other equipment used to access the services and the SIM card.
- f) "Services" means the basic service providing two-way communication via the Vodafone Limited ("Vodafone") or O2 (UK) Limited ("O2") network (as chosen by you on the order form) and such other services as made available to you by us from time to time.
- g) "SIM card" means your Subscriber Identity Module, which enables you to use the Services when used with a mobile device.
- h) "Term" means an initial minimum period as shown on the front on this Agreement starting on the date of connection of your mobile device.

**2) The Services**

- a) We aim to connect your mobile device to the Services within 5 days of the signature of this Agreement. Usually, however, we will connect your mobile device on signature of this Agreement.
- b) We aim to provide you with the Services at all times, but owing to the nature of mobile telecommunications, it is impossible to provide a fault free service and the quality and coverage of the Services depends partly on your mobile device, partly on the Vodafone/O2 network (as applicable) and partly on other telecommunications networks to which the Vodafone/O2 network (as applicable) is connected. The Services might be adversely affected by too many people trying to use the network at the same time, physical features such as buildings and under passes and by atmospheric conditions or other causes of interference and may fail or require maintenance without notice. As maintenance for the

Services is carried out by Vodafone/O2 (as applicable) we do not provide maintenance services, but if you experience a problem with the Services, please call us on the number on the Order. Likewise as the quality of the Services is dependant upon things outside of our control, we do not provide service quality levels, but, again, if there is a problem with the Services, please call us on the number on the Order. Any coverage maps are our best estimate but not a guarantee of service coverage, which may vary from place to place.

- c) We will use reasonable efforts to enable you to obtain access to networks in other countries. We call this "roaming". You should bear in mind that overseas networks may also be limited in quality and coverage. Access to overseas networks will depend upon the arrangements between the foreign operators and Vodafone/O2 (as applicable).
- d) When your mobile device is connected, it may have been programmed so that you may be barred from using overseas networks and from making international calls or premium rate calls. If you want to have your mobile device unbarred, then you should contact us on the number on the order form. We may agree to remove this bar after making credit checks and we may ask you to pay a non-interest bearing deposit as security against any monies you may owe us in the future. We may credit check you from time to time to reasonably assess our risk. As a result of each credit assessment, we may restrict the number of Connections you have; restrict the number of new Connections you may connect or request any deposit contemplated by this Agreement.
- e) In the interest of other users, we must limit the number and duration of messages that can be left on your voice mail service. Please note that confidentiality of messages cannot be guaranteed. You must not record an abusive or obscene greeting message, or one, which is likely to cause offence. You may not be able to use the voice mail service whilst abroad.
- f) You must only use a mobile device, which is lawfully approved for connection. You must not use the Services for any improper or unlawful purpose. You must comply with any instructions we give you about the Services. You must not reverse the charges on any telephone call or accept a reverse charged call. These conditions also apply if you loan/give your mobile device to someone else.
- g) The Services may be used by you to link into web sites, resources and/or networks worldwide. We accept no responsibility for the content, services or otherwise in respect of these and you agree to conform to the acceptable use policies of such web sites, resources and/or networks.
- h) On connection of your mobile device (or at any time later on), we may set a credit limit on the amount of call charges you may incur during each calendar month (we call this a "Call Quota"). We shall give you prior notice, if a change is made by us to your Call Quota. If you wish to vary your Call Quota, you should contact us on the number on the order form. We may agree to vary the Call Quota after making credit checks and we may ask you to pay a non-interest bearing deposit which we will be able, at any time, to use to pay off any call charges you owe us. At any time, you may ask for a refund of your deposit but this may result in us reducing your Call Quota.
- i) As our billing system is not updated instantly when you make a call, you may exceed your Call Quota, but if this happens, you will still be liable for all call charges.
- j) On connection of your mobile device we may ask for a deposit to be used as security. We will be able, at any time, to use the non-interest bearing deposit to pay off any charges you owe us.

k) Where there has been a significant increase in your call usage pattern, we may require a deposit to allow continued service. We may suspend your service if a deposit is not paid.

l) If you are a customer with special needs such as for example an elderly or disabled customer we are able to provide you with services and products geared towards such special needs. We also are able to provide you with information material in a special format (such as Braille, Audio or Large Print) as required by you. Please contact us to let us know which format you require.

m) We reserve the right to charge you a fee (details of which are available on request) to transfer your mobile phone number to another network or service provider and will transfer such number of reasonable terms. Any transfer and associated payment shall be made in accordance with OFCOM regulations.

**3) Payment**

- a) You must pay to us the connection fee (a once only payment if applicable), the monthly (or other periodic) line rental charge (billed in advance or in arrears as we shall advise), the call charges (billed after the calls are made) and any other charges in respect of the Services provided to you or someone else using your mobile device e.g. charges for the voice mail service, itemised billing, data charges etc. which will be billed as we shall advise. You must pay all these fees and charges within 14 days of the date of any invoice.
- b) All our charges for the Services are stated in our tariff guide, which is available from us upon request. This may change from time to time and we shall write to you with details of any changes.

c) Please arrange to pay your bill by direct debit. We will consider accepting payment by other methods but we will then charge you an administration fee each month.

d) If you owe us any money, which is not in dispute and this is not paid when it should have been paid, we may charge you interest daily on the unpaid amount at the rate of 2% per annum above the base rate of Barclays Bank from time to time.

e) VAT (where applicable) will be added to all our charges.

f) We may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party shall be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such invoices under this Agreement.

**4) Loss of mobile device**

Please insure your mobile device for its replacement value (including cover against calls made if it is lost or stolen). If you are unfortunate enough to have your mobile device stolen or if you lose it, please contact us immediately so that we can prevent further calls being made from it. You will be required to pay for all call charges up to the time you notify us and you will be liable for the monthly (or other periodic) line rental charges thereafter until this Agreement has ended as described in Clause 2 or Clause 8.

**5) Suspension of the Services**

We can suspend the provision of the Services without telling you:-

- If we believe your mobile device or the Services is/are being used in an unauthorised way or for criminal activities;
- If you are in breach of this Agreement (e.g. you fail to pay any charges when due);
- If we believe you are making calls or sending data which are a nuisance, abusive, a hoax, menacing or indecent (including to the operators who deal with enquiries concerning the Services, or making calls or sending data which is racist, obscene, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise objectionable or unlawful, or you allow others to do these things);
- If your Call Quota is exceeded;
- If we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your mobile device number is taking place;
- If you notify us that your mobile device has been lost or stolen;
- If you do anything (or allow anything to be done) which we think may damage or affect the operation of the networks;
- for reasons outside of our control.

In the above cases this Your Connection is not terminated and you are still liable for all monthly (or other periodic) line rental charges due during any period of suspension. Therefore, we recommend that you privately arrange insurance to cover any monthly (or other periodic) line rental charges you have to pay. However, if you are unable to use all of the Services for a continuous period of 3 days because:-

- There is a technical failure of the networks;
- They are being tested, modified or maintained; or
- access is denied to us you will receive a credit against your monthly (or other periodic) line rental charge. The credit will represent that part of the monthly (or other periodic) line rental charge for the period of suspension.

**6) Variation of Charges and Terms**

a) We reserve the right to increase/decrease our charges from time to time and/or introduce new charges from time to time.

If we increase/decrease our charges, we will give you at least 14 days' prior notice.

b) We reserve the right to make changes to these terms from time to time and to **introduce new terms** from time to time **if there are changes to the law**, or amendments to Vodafone's/O2 terms and conditions (as applicable) due to changes to the licence under which Vodafone/O2 (as applicable) operates its telecommunications network. We will notify you of any changes to these terms or new terms introduced.

c) It is unlikely, but we may need to change your voice mail number, mobile device number or other number from time to time. We will let you know if this is the case.

**7) Ending of this Agreement**

a) You may end this Agreement immediately by writing to us if:-

- we do not do what we have to do under this Agreement and do not put it right within 7 days of being asked in writing to do so;
  - all of the Services are permanently no longer available to you;
  - we increase the monthly (or other periodic) line rental charge under clause 6a) and such increase (calculated as a percentage) is more than the increase in the Retail Prices Index Figure ("RPI", also calculated as a percentage) for the period from the month of the last increase (if any) to the month before we send the notice of the change in tariffs and you write to us before the increase takes effect. If we increase the monthly (or other periodic) line rental charge by more than the increase in the RPI we will tell you; or
  - during the Term
- i) we increase in the United Kingdom and under clause 6a, call or other usage charges which have the effect of increasing your call or other usage charges by more than 10% or the increase in RPI calculated as in 7a above (which ever is the greater) based upon your previous call or usage pattern;
- ii) you write to us before the increase takes effect.
- b) We may end this Agreement immediately by writing to you if:-
- you do anything (or allow anything to be done) which we think may damage or affect the operation of the networks or you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
  - you do not do what you have to do under this Agreement (e.g. you fail to pay any charges) and do not put it right within 7 days of being asked by us in writing to do so; or
  - all of the Services are permanently no longer available to you.
- c) When this Agreement comes to an end:-
- your mobile device will be disconnected;
  - you will no longer be entitled to use your mobile device number;
  - you will have to pay immediately all charges outstanding at disconnection;
  - unless you have ended this Agreement under clause 7 a) or in accordance with Clause 4 of the Framework Agreement you will also have to pay the monthly (or other periodic) line rental charge for the amount of the Term which is left to run or if the Term has expired you will have to pay immediately the monthly (or other periodic) line rental charge for a further calendar month. If the Term has not expired and you pay us this money in one lump sum immediately when this Agreement comes to an end, we will reduce the amount you have to pay us by 2%. You will be unable to have your mobile device reconnected until we release your electronic serial number; and
  - we will repay any deposit you have given us but only if you do not owe us any money. No interest will be payable.
- 8) Liability and Exclusions**
- a) We will be liable to you if our negligence causes death or personal injury. In all other circumstances, we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 6. There may be occasions when we are unable to provide the Services because of something outside of our reasonable control. We will not be liable to you if that is the case.
- b) If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement.
- 9) Your Information**
- If You supply us with personal data ("Your Information") (for example relating to your employees), You will ensure that the personal data is up to date and accurate when disclosed and, if You are not the Data Subject, obtain consent of the Data Subject for Us to use the information as contemplated in this Clause 9.
- b) We may hold and use Your Information for a number of purposes which include:-
- processing applications and orders and supplying and managing any services or products requested by you and/or which we may provide;
  - administering and managing your account;
  - carrying out marketing and product analysis of Your Information to develop and improve and inform you about our and our group companies products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you;
  - carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement or in connection with legal proceedings, or for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders;
  - carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.
- e) We may share Your Information with our group companies (i.e. those companies that Vodafone Group Plc owns or controls at least 15% of the issued share capital), some of which are based outside the European Union, who may use or disclose Your Information for the same purposes.
- f) We may also pass Your Information to certain third parties (some of which may be based outside of the European Union) where this is necessary or otherwise required or allowed, including to:
- those parties who provide us or our group companies with products or services that support the services that we provide, such as our dealers and suppliers;
  - someone else who pays your bill, such as your employer;
  - agencies and organisations involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare Your Information

- with information collected from other sources and who may keep a record of the searches we make against your name;
- anyone to whom we transfer our business in respect of which you are a customer or a potential customer who may use and disclose Your Information for the same purposes as us.
- g) If you wish to use our products or services abroad, for example, if you wish to roam on a network abroad, it may be necessary to transfer Your Information outside of the European Union to that country.
- (h) You acknowledge that Our web, WAP and similar sites and those of our group companies may also be based on servers located in countries outside of the European Union, whose laws may not protect you as well as that in countries within the European Union and You consent to Your Information being used or stored on those servers.
- 10 GSM Gateways:** You shall not connect or continue connection of any GSM Gateways to the Network without the prior written consent of Us, which may be withheld at Our absolute discretion according to the current GSM Gateway Commercial Policy as communicated from time to time. You shall cooperate with Us at all times to ensure that such GSM Gateways as are connected to the Network remain compliant with the applicable law and with Our GSM Gateway Commercial Policy. We retain the right to alter or amend the contractual terms or the GSM Gateway Commercial Policy at Our discretion by giving a minimum of 30 days notice. You may apply for a GSM gateway in accordance with the GSM Gateway Commercial Policy via the Customer Account Manager.
- 11 Miscellaneous**
- a) We reserve the right to transfer this Agreement to any third party at any time. You may not transfer this Agreement to anyone else unless we have agreed in writing beforehand and we shall not unreasonably withhold such agreement.
- b) Failure by either of us to enforce rights under this Agreement shall not prevent you or us (as the case may be) from taking further action.
- c) When you use your mobile device, the identity of your mobile device number may be sent through the networks so as to be identified to the phone being called. It may be used to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion. The identity of your mobile device number will always be sent if calling 999 or 112.
- d) If the facility to eliminate the presentation of the number of an incoming call is made available, we may charge you for the use of such a facility at the price as stated in our tariff guide from time to time where we consider your use of such facility to be unreasonable.
- e) For your own protection, you must keep confidential any lock code(s) associated with your mobile device, your voice mail access number, and any other personal identification password or security number. When choosing a password, you must not use words that are obscene or likely to cause offence.
- f) We and Vodafone/O2 (as appropriate) make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party networks over which we have no control and although your communications over the air interface with our systems are encrypted providing a greater level of protection this cannot be guaranteed. Please also read carefully the instructions provided with your mobile device. Depending upon the manufacturer and model, your mobile device may send information stored on it and receive information to and from certain third parties without your knowledge. If you use your mobile device to access the Internet, please note that the Internet is not a secure environment. Unwanted programs or material may be downloaded without your knowledge, which may give unauthorised persons access to your mobile phone and the information stored on your mobile device. These programs may perform actions that you have not authorised, possibly without your knowledge.
- g) If either of us needs to send notices to the other these must be in writing and can be delivered by hand or first class post to the other's address as stated on the order form and will be deemed to have arrived at their destination 48 hours after posting.
- h) Monitoring or recording of your calls, emails or text messages may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.
- i) We may charge you for inclusion of your information in any publicly available telephone directory or as part of any directory information service at the price as stated in our tariff guide from time to time.
- j) The SIM card does not belong to you. We may change your SIM card. Your SIM card must be returned in good condition to us if we change it or when this Agreement comes to an end. You will have to pay for SIM cards or replacement SIM cards at the price as stated in our tariff guide at that time.
- k) This Agreement is subject to English law. You may have the right to refer certain disputes to arbitration details of which are available from us upon request.
- l) Except in the case of any permitted assignment of this Agreement under clause 11a), a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of this Agreement.

Registered Address: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

Registered in England No. 1471587