



## General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service

### YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING OUR FIXED TELECOMMUNICATIONS AND BROADBAND NETWORK:

#### 1. YOUR AGREEMENT WITH US

**1.1.** Your agreement is with Vodafone. The following Terms apply to your use of our Services. When signing up for use of the Services, you will be required to accept these Terms, along with the terms of any of the following which may be applicable; (a) your Customer Application form (b) our Privacy Policy, (c) any service specific terms and conditions which relate to specific services chosen by you, (d) your Welcome Letter, (e) your Price Plan, or (f) promotions, which together form the Agreement. Other related Vodafone products or services (including add-ons and Third Party Services) or any promotions may be subject to their own distinct terms and charges which you are advised to read. A copy of all terms and policies can be found at [www.vodafone.ie/terms](http://www.vodafone.ie/terms). 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. We recommend that you download and save a copy of this document for your future records.

**1.2.** Acceptance of your application and connection to the Services is conditional upon (a) you having and maintaining a credit rating satisfactory to us and providing us with such financial security as we may reasonably require, (b) you providing valid proof of identity/address and such evidence of residency in Ireland as we may require, (c) you being over 18 years of age and (d) accurate completion of your application form and the giving of such other information as we may request. We reserve the right to refuse any application.

**1.3.** Our agents are not authorised to change this Agreement or to agree any provision inconsistent with these terms. We may change, terminate or withdraw this Agreement, the Services or our Price Plans, or any part thereof, for any commercial, legal, technical or operational reason and any important changes will be notified to you in advance in accordance with our statutory obligations. If required, we will let you know at least 30 days in advance of changes we make to your Agreement by contacting you and, in the event of receiving any such notification, you may have the option to terminate the Agreement during that notice period, without incurring any further costs if you do not accept the new conditions. Your continued use of the service after the notice period signifies your acceptance of any amendment.

**1.4. Agreement Start and End:** This Agreement will start on the Commencement Date, unless we agree otherwise with you. Your Agreement is for the Minimum Term shown in your application form and/or Welcome Letter. At the end of your Minimum Term, this Agreement will continue to run on a month to month basis until you decide to enter a new contract with Vodafone or either of us decides to end the Agreement in the ways allowed under "Suspension" or "Termination" below.

**1.5. Upgrading Service:** You may choose to upgrade to a different Service or a tariff option of equal or higher value, or add an additional Service during your minimum contract term. You will be given a new Minimum Term which will take effect from the date the upgrade is applied. 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.

**1.6. Downgrading Service:** It is not possible to downgrade your Services during the first 6 months of your minimum term. In the event you wish to downgrade your service after this period; you must notify Vodafone by giving a minimum of 30 days' notice. The Minimum Term of your contract will be unaffected by this downgrade. You will be required to pay the downgrade charges as specified in the Tariff Sheet and you hereby authorise Vodafone to debit the downgrade charges from your bank account.

**1.7.** This Agreement is personal to you. Unless we give you prior consent, you cannot pass your rights or responsibilities under this Agreement or transfer or assign this Agreement to anyone else, even if you nominate any other person to make changes to your account. It is your sole responsibility to make sure all Services on your account are used in accordance with this Agreement.

**1.8.** Your Vodafone account will contain Customer Information, usage details and other information relating to all services being provided under that account. You can choose to provide other individuals with access to view this information or make changes to your account by nominating an Authorised Contact or an End-User to your account by contacting us. Before this access is provided we will inform you of, and you must accept, the terms and conditions (in particular the privacy implications) of that nomination. You can remove any access provided to another individual on your account at any time by contacting us.

**1.9.** We may, acting reasonably, freely transfer or assign this Agreement without notice and, in particular, we may freely transfer existing and/or future debts due to us without notice, save where not permissible by applicable statutory provisions. You agree that we may contact any person named in any proof of identity and/or references provided by you in order to verify their accuracy (or continuing accuracy).

**1.10.** This Agreement is provided by us to you as a consumer for your private, personal and non-commercial use.

**1.11.** If you enter a "distance" or "off-premises" contract with us under the EC (Consumer Information, Cancellation and Other Rights) Regulations 2013 you may have the right to cancel this Agreement within your cooling off period, which expires 14 days following receipt of your goods or in the case of services, 14 days from the date your Agreement starts. To exercise this right to cancel you must notify us before the expiry of your cooling off period and you can do this by calling 1907 or by using the cancellation form. This right is subject to us receiving the required notice, the payment of charges incurred by you prior to cancellation, and the return of all equipment provided to us. Where you have used the products or services supplied to you to avail of services before the expiry of the cooling off period you will be liable for any diminished value of the products or services. You will only be liable for any diminished value of the goods resulting from the handling of goods beyond that necessary to establish their nature, characteristics and functioning. To find out more information and to access the cancellation form, please view our website: <https://n.vodafone.ie/support/orders.html>.

#### 2. SERVICE AVAILABILITY

**2.1.** You must have a service delivery address located within a geographic area covered by the network reach of the Access Provider's network.

**2.2.** Your service address must be capable of a standard installation type as determined by the Access Provider.

**2.3.** 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 be liable to pay a Termination Charge for the Services provided to your old address if you move from that address during the Minimum Period, and where we can provide you with Services at your new address but you choose not to avail of these Services. Where we agree to provide the Services to your new address, you shall be entered into a new twelve month minimum term contract for all Services associated with your account from the date of activation in the new address.

**2.4.** 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/support](http://www.vodafone.ie/support)

#### 3. INSTALLATION

**3.1.** 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 within 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 within the shortest timeframe possible and in any event within ninety (90) days of the date on your Customer Application Form or as otherwise agreed with you.

**3.2.** 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. A once off non-recurring charge ("Installation Fee") may be payable by you for the initial connection or installation of the Service, if this is applicable, you will be notified of same during the order process. Please see [www.vodafone.ie/rates](http://www.vodafone.ie/rates) for the applicable rate of Installation Fee.

**3.3.** 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.

**3.4.** 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.

**3.5.** 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.

**3.6.** 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.

**3.7.** 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.

**3.8.** 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.

**3.9.** 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.

**3.10.** 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.

**3.11.** Please note you will be liable to pay a cancellation/penalty charge to Vodafone, viewable at [www.vodafone.ie/rates](http://www.vodafone.ie/rates) 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 third 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.; or (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.

#### 4. THE SERVICES

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

**4.2.** Due to the nature of the Services, we are not in a position to guarantee or offer any minimum service levels as to the quality and availability of the Service other than as set out in this Agreement. In supplying the Services, Vodafone will use reasonable skill and care but cannot guarantee fault free performance. You may experience issues, from time to time, which impact the quality and availability of the Service. Vodafone does not warrant that the Services will be suitable for specific customer requirement or applications, that the operation of the Services will be uninterrupted, timely or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.

**4.3.** 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.

**4.4.** We continuously monitor network performance and during busy periods we may need to manage traffic to ensure everyone has access to our services. We endeavour to ensure that the service received by our customers is not impacted through a small number of users, or a particular promotion, placing high demand on network resources (e.g. large bandwidths or exceptionally high call volumes over long periods). In general you will not notice the difference however if for any reason traffic is exceptionally busy you may experience a temporary impact on your service such as slower speed.

**4.5. Broadband Speeds:** Your broadband speeds will vary depending on the type of broadband available in your area and the Internet access product you have chosen. Vodafone will often rely on our wholesale network providers in providing you with information on broadband speeds and if we cannot provide you with specific information at point of sale (i.e. in our retail store, over the phone or online) we will communicate your speed as soon as possible after you have connected to the Services. The maximum download speed is the speed that we are realistically able to deliver and it will be specific to your access line. Please note all speed references relate to access line speeds which is different to the throughput rate you experience on your device. The throughput rate depends on factors such as whether you are using Wi-Fi or cables to connect devices in your home, the number of devices connected, the speed those devices run at and the capacity of the host provider of the content you are accessing. Certain quality of service impacts such as increased latency jitter and packet loss can also cause delay and slow down your internet access service. For full information on our broadband speeds see [www.vodafone.ie/speedinformation](http://www.vodafone.ie/speedinformation).

**4.5.1. Fibre to the Home Broadband Services:** If you can connect by fibre to your home then the maximum download speed on your access line will be confirmed in advance of connection to the Services. Clause 4.6 below also sets out details on Fibre access speeds.

**4.5.2. Other Broadband Services:** If you are connecting to any other broadband Service then we will confirm your download broadband speed once your line is connected and we have tested the line. We will provide you with an estimate of the download speed available on your access line before you agree to connect to the Services. We will then confirm your maximum download speed by text message, or using alternative contact details you provide, within two to three weeks of connection to the Services.

**4.5.3.** You may not achieve the maximum download speed when the internet is busy at peak usage times. For this reason we provide a normally available speed. Clause 4.6 below includes the normally available speed, which we express as a percentage of your maximum speed and should be available to you over 95% of the whole day.

#### 4.6. Vodafone Broadband Service Speed Information:

**4.6.1. Fibre to the Home Broadband Services:** Your broadband line can realistically deliver the speed that is advertised and Vodafone will commit to delivering maximum and normally available download speeds above 90% of advertised speed and a minimum download speed of 10% of advertised speed. For example:

- **"Up to 500Mbps" service:** the maximum and normally available download speed is above 450Mbps and the minimum download speed is 50Mbps. It will generally have a maximum and normally available upload speed of 45Mbps and a minimum upload speed of 5Mbps;

- **"Up to 1Gbps" service:** the maximum and normally available download speed is above 900Mbps and the minimum download speed is 100Mbps. It will generally have a maximum and normally available upload speed of 90Mbps and a minimum upload speed of 10Mbps; and,

- **"Up to 2Gbps" service:** the maximum and normally available download speed is above 1800Mbps and the minimum download speed is 200Mbps. It will generally have a maximum and normally available upload speed of 180Mbps and a minimum upload speed of 20Mbps. To achieve broadband download speeds above 1,000Mbps on a wired connection, you must use a small form-factor pluggable transceiver ("SFP") which must be purchased separately. If using a Wi-Fi connection, you do not need to purchase an SFP to achieve these speeds.

**4.6.2. Broadband Services with a maximum speed of 15Mbps - 100Mbps:** The normally available download speed for all customers should be above 90% of the maximum download speed that is measured on your line after it has been connected to the Vodafone broadband service and the minimum download speed is 10% of that measured speed (i.e. for a line with a maximum download speed measured of 60Mbps, the normally available download speed would be 54Mbps or more and the minimum download speed would be 6Mbps). These services will generally have a maximum upload speed of 20 Mbps and a minimum upload speed of 1Mbps.



**4.6.3. Broadband Services with a maximum speed below 15Mbps:** The normally available download speed for all customers should be above 70% of the maximum download speed that is measured on your line after it has been connected to the Vodafone broadband service and the minimum download speed is 10% of that measured speed (i.e. for a line with maximum download speed measured of 10Mbps, the normally available speed would be 7Mbps and the minimum download speed would be 1Mbps). These services will generally have a maximum upload speed of 1.024 Mbps and a minimum upload speed of 128 Kbps.

**4.7. Contacting us regarding speeds:** If you experience any continuous issue or regularly recurring difference with the speed communicated for your access line then please contact us and Vodafone will attempt to diagnose and resolve your issue. We will endeavour to resolve any issues on your access line as soon as possible within 10 working days. In exceptional circumstances longer resolution times may need to apply and in any case we will look to resolve within 28 days. Any complaints will be managed in accordance with our Code of Practice. Please note we will often rely on our wholesale network operator to troubleshoot and diagnose access line issues. If having gone through our assurance process it is not possible for Vodafone to remedy a situation where you are not continuously or regularly achieving the speeds that we have communicated and, where the relevant facts are established by a monitoring mechanism certified by ComReg, this may constitute non conformity of performance for the purposes of triggering the right to seek potential remedies available to you under Irish law. You may choose to exercise your rights under consumer protection legislation such as the Sale of Goods and Supply of Services Act 1980 which provides remedies for refund or repair or to exercise your rights under common law for remedies such as restitution of rescission of contract. These remedies may include but are not limited to rectification of the issue, the selection of an alternative service, the offer of a discount or you may choose to terminate your service without penalty.

**4.8.** We may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by us; or if we are requested by an authorised authority; or are required to do so by legislation; or for other technical, maintenance, security reasons; or other valid reasons. All reasonable efforts will be made to minimise such service disruptions. You will have to pay for all Charges during any such service disruptions unless we decide otherwise.

**4.9.** We 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. We may change Service delivery methods or platforms from time to time. This may require you to change the Equipment and/or the Equipment settings to continue to avail of the Services.

**4.10.** 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.

**4.11.** Reliance on call or data session content made over the Vodafone Network is at your sole risk. We will not be liable for any content sent or received by you. We make no representation as to the quality, accuracy, correctness, completeness or suitability of any call or data session content. You acknowledge that call or data session content may be protected by copyright, trademark or other intellectual property rights. You accept and agree that content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless networks and the internet, and we will not be responsible or liable for such acts. You agree not to manipulate, distort, adapt, modify or forward any other content without the prior consent of the holder of the rights in such content. We do not accept responsibility for the security of data sessions; when you conduct a data session, you do so at your own risk and are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with your equipment (or associated software/hardware and data) as may be necessary.

**4.12.** We make no representation and give no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. We reserve the right to suspend or withdraw access to Third Party Services on a temporary or permanent basis at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such services. We may be required to bill you for such services. This clause includes, but is not limited to, the use of Services to access third party websites not controlled by us. We accept no responsibility for their content or services and no endorsement or approval of such sites by us may be implied.

**4.13.** We reserve the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions or policies, either directly to you, to your Equipment or by making available on [www.vodafone.ie](http://www.vodafone.ie), concerning the use of the Services as may be necessary in the interests of; safety, quality of service, other customers, telecommunications services as a whole, or for any other valid reason. These may include acceptable use or fair use policies which

provide more detail about the rules for use of certain Services in order to ensure that use of the Services is not excessive, to manage the Network, to combat or prevent fraud, or any security or vulnerability threats, and where the Services we offer or may introduce require certain rules, to ensure they can be enjoyed by all of our customers. If a fair usage policy applies to any service on your account this will be detailed in your Price Plan or your Service Specific terms and conditions. Vodafone may also issue details as to minimum system requirements. You agree to comply with any policy (including any amended policy) as issued by us from time to time that applies to your use of the Services and a copy of these policies can be requested from Customer Care or viewed on [www.vodafone.ie](http://www.vodafone.ie).

## 5. CUSTOMER RESPONSIBILITIES

**5.1.** 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 live chat on [www.vodafone.ie/support](http://www.vodafone.ie/support) or by calling 1907 (where applicable) with any changes to that information (including without limitation, your name, address, email address and/or telephone number).

**5.2.** 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.

**5.3.** You agree that you are responsible for the acts and omissions of all persons using the Services and Equipment under this Agreement. You shall ensure that all persons having access to the Services or the Equipment comply with this Agreement. Without any prejudice to any provision of this Agreement, you agree:

**5.3.1.** to use the Service as a consumer for your own private, personal and non-commercial use. For the avoidance of doubt, you may not resell the Service. If you use the Services for commercial purposes, you will be in breach of this Agreement and will not be entitled to rely on consumer rights legislation;

**5.3.2.** to adhere to and use the Services and the Equipment in accordance with this Agreement, any other reasonable requests or instructions we give to you under this Agreement and/or the instructions of an authorised authority and you understand that failure to comply with same entitles us to disconnect the Services in accordance with these Terms;

**5.3.3.** the information on your application form is accurate and you will provide any further information and assistance, as may be reasonably requested by us. Such requests may relate to our ability to enable the delivery of Services to you; to investigate any faults or issues; and to investigate to the manner of using or provision of the Services, including any alleged offences;

**5.3.4.** to not use, or permit the use of, the Service or the Equipment for any improper, abusive, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or in a way that breaches another person's rights or for any commercial purpose (including the sending of automated or unsolicited messages to any person);

**5.3.5.** to not use, or permit the use of, the Service or the Equipment so as to cause the operation of the Network or the quality of service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;

**5.3.6.** to only use approved Equipment with the Network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the Equipment is used;

**5.3.7.** to promptly pay all Charges;

**5.3.8.** to not use the Service or the Equipment for the processing of automated or manual "personal data" in contravention of Data Protection Legislation;

**5.3.9.** to tell us immediately by telephone, if our Equipment is damaged. The loss or inability to use the Equipment does not automatically terminate this Agreement or your liabilities; and,

**5.3.10.** to indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of this clause.

**5.4.** You must not use the Services for commercial or fraudulent purposes. If Vodafone is of the opinion that your usage is contrary to these principles; for example if your usage is excessive to the extent that it is negatively impacting the Vodafone Network, or if your usage constitutes commercial or fraudulent use or is in breach of the law; Vodafone reserves the right to suspend, at its absolute discretion, modify or restrict use of the service or to disconnect you from the Vodafone network. We will attempt to contact you if we need to suspend or disconnect your service but we are not liable for any loss you may suffer through any suspension or disconnection covered by this clause.



**5.5.** If you are under 18 you are not allowed access any services which are specified by us for customers who are aged 18 or over. If you are aged 18 or over and wish to access these services, you must meet the requirements of our age verification process.

**5.6.** 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.

**5.7.** 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 violation of the security on your Vodafone account; breach of the security software on your Services; unauthorised use of your Services; or other breach or suspicious performance on your Services.

**5.8.** 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.

## **6. EQUIPMENT**

**6.1.** 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.

**6.2.** 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.

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

**6.4.** You shall be responsible for use of all equipment in connection with the Service and you agree that access to the Internet is at your own risk and subject to all applicable laws. Vodafone advises all customers to install an appropriate Internet security solution on your own equipment but Vodafone shall have no liability to you for any loss or damage arising from installation, use or non-use of such software.

**6.5.** 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.

**6.6.** 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.

**6.7.** 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.

**6.8.** 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. Vodafone will, unless otherwise agreed, 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 as set out in our Tariff Sheet.

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

## **7. LIMITATION OF LIABILITY**

**7.1.** Nothing in this Agreement shall limit or exclude Vodafone's liability to you for personal injury or death resulting solely from its act or omission.

**7.2.** 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.

**7.3.** 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.

**7.4.** 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.

**7.5.** 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.

**7.6.** Under no circumstances shall Vodafone be liable for any direct, indirect or consequential loss or damage arising as a result of:

**7.6.1.** the failure of the Services or Equipment due to the incompatibility of the Services with any equipment not supplied by Vodafone;

**7.6.2.** the acts and omissions of other telecommunication operators (including the Access Provider); or

**7.6.3.** 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.

**7.6.4.** any unlawful or unauthorised use of or access to the Network, service or Equipment by you or third parties;

**7.6.5.** any claim arising out of any act or omission by you, your servants, or agents, or arising out of any reliance placed by such persons on content;

**7.6.6.** any valid suspension of the service or termination of the Agreement;

**7.6.7.** any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of transmissions being dropped or connections being lost for any reason;

**7.7.** 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.

**7.8.** Without prejudice to the exclusions of liability set out in this clause, Vodafone' 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.

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

## **8. DATA PROTECTION: HOW WE MAY USE YOUR INFORMATION AND PERSONAL DETAILS**

**8.1.** This section is in conjunction with our Privacy Statement, which is in addition to and forms part of these Terms and Conditions, and is available on [www.vodafone.ie/aboutus/privacy](http://www.vodafone.ie/aboutus/privacy)

**8.2.** We will comply with all of our legal obligations without limitation under the Data Protection Legislation. We will collect and process personal data for legitimate business purposes that are connected with the delivery of the



Services to you as set out in our Privacy Statement. By entering this Agreement, you acknowledge that your personal data will be used for the legitimate business purposes of Vodafone as set out in the Privacy Statement and which may include the following:

- 8.2.1. processing your application,
  - 8.2.2. conducting credit and anti-money laundering checks,
  - 8.2.3. supplying you with our products or Services,
  - 8.2.4. administering your account,
  - 8.2.5. calculating usage, charges and invoicing,
  - 8.2.6. customer services and the efficient management of call and traffic data, monitoring and recording calls to or from our Customer Care support service for training and quality purposes,
  - 8.2.7. Customer record purposes and in order to track reported problems;
  - 8.2.8. to prevent, detect and investigate fraud or any other criminal activity;
  - 8.2.9. to investigate improper use of the Services or the Network; or
  - 8.2.10. to review aggregate usage behaviour on the network and billing history for pricing, statistical and Customer service purposes.
- 8.3. The use of your information for purposes other than those outlined in this Agreement will be subject to your consent as given in your Customer Acceptance Form and your authorisation. If you wish to change your marketing preferences or advance data preferences at any time, please do so on MyVodafone on [www.vodafone.ie](http://www.vodafone.ie), by using the Vodafone app or by calling Vodafone on 1800 200 234. Any changes can take up to 7 working days to take effect.
- 8.4. Personal data will be retained for a reasonable period in a secure environment in accordance with our legislative obligations under the Data Protection Legislation.
- 8.5. 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 as described in our Privacy Statement. Vodafone will respect your rights (as defined by Data Protection Legislation). If you wish to exercise your rights, please visit <https://n.vodafone.ie/privacy.html>.
- 8.6. Vodafone, will as part of any dispute resolution process, between itself and you, disclose such personal data as it deems reasonable and necessary, to the arbitrator/mediator in confidence.
- 8.7. We may in certain limited circumstances disclose certain information regarding the accounts of Customers who are under the age of 18 years to the parents or guardians of such Customers who have registered with us for this purpose and who comply with the verification procedures specified by us. However, we may at our absolute discretion refuse to disclose any such information to any person in the event that we are not satisfied that the person requesting the information is the person who has registered with Vodafone for this purpose.
- 8.8. If you are not registered with us, we shall not provide you with any statements in relation to your account or records of calls made or received in the normal course of the Service.

## 9. CHARGES AND PAYMENT

- 9.1. Vodafone keeps an up to date set of details of prices and tariffs available on the Vodafone website at [www.vodafone.ie/rates](http://www.vodafone.ie/rates) from where up-to-date information on all applicable tariffs and charges may be obtained, including payment methods offered, information on bundled Services and any differences in costs due to payment method. Charging rates and methods may vary depending on the type of call, data or text sent or received. Vodafone reserves the right to alter such tariffs from time to time and shall notify customers of such changes in accordance with these terms. Charges include VAT unless otherwise specified. Usage of Services outside of your tariff allowance will be charged for at the rates on our Charges webpage. Any unused portion of the monthly allocation associated with tariff cannot be carried over to the next billing period, unless otherwise specified by us. Legacy price plans may not always be available.
- 9.2. Your bill will be provided on a periodic basis (usually monthly) and will state the amount you owe to us and the due date of payment. By default, your bill is provided to you online via electronic format. If you would prefer to receive your bill in a paper format, please contact Customer Care and we will arrange this for you free of charge. If you opt for paper billing, this will be sent to the current billing or home address that we hold on file for you and will be deemed received on the second postal day after the date of posting. A charge may apply if you require additional paper copies of a bill, details of which are viewable at [www.vodafone.ie/rates](http://www.vodafone.ie/rates). We may for operational reasons change our billing methods and periods and issue interim bills if or where necessary.
- 9.3. For bill transparency and to help you monitor your level of consumption you can view your bill and usage using your online My Vodafone

account on our Website or use our Vodafone mobile app. 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.

9.4. 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.

9.5. 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.

9.6. We charge for your price plan in advance but cannot do this for usage of the Services. Therefore, on your bill, the service charges are for the upcoming month and the usage charges are for the month just passed. If you disagree with any charges shown on your bill, you should contact Vodafone's Customer Care support service via live chat on [www.vodafone.ie/support](http://www.vodafone.ie/support) or by calling 1907 or, alternatively, lodge a complaint in accordance with Vodafone's Code of Practice ([www.vodafone.ie/aboutus/code](http://www.vodafone.ie/aboutus/code)), 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.

9.7. 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.

9.8. 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.

9.9. 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.

9.10. **Annual Price Adjustment:** If you are a new, upgrading or re-contracting customer on or after 30 January 2023 with a minimum term of 6, 12, 18 or 24 months, your agreement will be subject to an annual price adjustment in April of each year. This means your monthly Price Plan charge will increase by an amount equal to the annual Consumer Price Index rate published by the Central Statistics Office in January of each year (this is the "CPI rate") plus an additional 3% of your Price Plan charge to reflect ongoing investments we make in our fixed network, products and services. This will be applied from your April bill. In the event that the CPI rate is negative, then no CPI amount is applicable but the additional 3% will still apply.

## 10. SUSPENSION OF THE SERVICE

10.1. You agree that from time to time, without liability or notice, 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.

10.2. 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:

10.2.1. you fail to pay any Charges set out in this Agreement or if we believe that when you have made a payment towards your account, you have paid or are attempting to pay using stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. We may remove the bar when we have been paid the amount owing to us;

10.2.2. you fail to observe, or we in our reasonable opinion consider that you are failing to observe, any other term or obligation set out herein, in particular within the Customer Responsibilities section, or any relevant law;

10.2.3. you engage in any activity (or permits any activity) which Vodafone (as in its discretion shall determine) considers: (a) to be contrary to existing legislation or regulations applicable to provision of the Services or (b) is or is likely to have an adverse impact on the quality of the Services or the integrity of the Services; or

10.2.4. If we are unable to contact you following reasonable efforts. Vodafone shall use reasonable endeavours to contact you, but shall not be obliged to contact you, prior to any such suspension of the Services.



**10.3.** Vodafone shall be entitled to maintain suspension of the Services until any breach outlined in this clause is remedied to Vodafone's satisfaction.

**10.4.** During any period of service suspension, you will remain liable for all Charges unless we decide otherwise. 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 this clause.

**10.5.** 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.

**10.6.** 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.

## **11. TERMINATION**

**11.1.** 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 or call 1907 to speak with our customer care team (see our Code of Practice for all contact options) and, in such circumstances; you shall be required to pay any applicable Termination Charges together with any other Charges provided for herein. 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.

**11.2.** After the Minimum Term either party may terminate this Agreement or any of the specific Services. This may be done by you, the customer, providing Vodafone with thirty (30) days written notice or calling 1907 to speak with our customer care team (see our Code of Practice for all contact options) or by Vodafone giving the customer thirty (30) days written notice. 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.

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

**11.3.1.** you are in material breach of this Agreement (including non-payment of the Charges as set out in this Agreement);

**11.3.2.** 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;

**11.3.3.** any information supplied by you to Vodafone is false or misleading;

**11.3.4.** Vodafone is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority;

**11.3.5.** 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

**11.3.6.** you die, do not have legal capacity or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.

**11.4.** 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.

**11.5.** 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.

**11.6.** 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.

## **12. PROVIDER SWITCHING**

**12.1.** If you are switching your fixed service to or from Vodafone then you will need to comply with the switching requirements of the gaining and donor operator. Switching services away from us will be treated as a termination of the Agreement for the services. We do not warrant, represent or guarantee that any equipment will function or operate on any other Network Operator's telecommunications network.

**12.2.** Persons wishing to switch to Vodafone are subject to the following terms and conditions ("Our Porting Requirements"):

**12.2.1.** You warrant and represent that you are the account holder, principal user or authorised representative on the Donor Operator records;

**12.2.2.** If this Agreement has been signed and a later switching date has been agreed, the service and your obligations pursuant to this Agreement will not commence until the agreed switching date; and,

**12.2.3.** You cannot withdraw your instruction to switching once the switching process has commenced.

**12.3.** You acknowledge that:

**12.3.1.** services offered by your Donor Operator will not necessarily be transferred or available with Vodafone;

**12.3.2.** you may have outstanding contractual obligations including outstanding bills and/or termination charges owed to your Donor Operator, and you remain liable and responsible for these; and,

**12.3.3.** your existing Equipment may not be type-approved on Vodafone and performance or functionality may vary as a result of this, certain settings may require updating.

**12.4.** A request to switch may be rejected if information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator.

**12.5.** We do not warrant, represent or undertake that your Service will be switched within any specified timeframe or at all, however, we will endeavour to switch your service within the shortest possible time on the date we have agreed and in any case within 1 working day of same. Please contact us in the event of delay and we will deal with your query, and advise on any potential compensation or refund arrangements, in accordance with procedures set out in our Code of Practice

## **13. PROMOTIONS, SPECIAL OFFERS, THIRD PARTY SERVICES AND ADD ONS**

**13.1.** 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).

## **14. CUSTOMER CARE & CODES OF PRACTICE**

**14.1.** The various customer support and maintenance services provided by us change from time to time but details of the most up-to-date services are available at [www.vodafone.ie/contactus/](http://www.vodafone.ie/contactus/) or by contacting Customer Care.

**14.2.** If you are a customer with special needs (for example an elderly or disabled customer) we can provide you with Services and products for your needs. We can also provide you with information material in other formats, such as braille, audio or large print. You can also view our accessibility statement at [www.vodafone.ie/accessibility](http://www.vodafone.ie/accessibility)

**14.3.** If you are unhappy about the Services or if you wish to raise a dispute with us in relation to anything in this Agreement, contact Customer Care or log onto [www.vodafone.ie/aboutus/code/custcare/escalation](http://www.vodafone.ie/aboutus/code/custcare/escalation) for detail on procedures. Our Code of Practice contains lots of information; including information on our complaints procedures, on the settlement of disputes and on how to request a refund or compensation from us for failures by us to meet contracted service quality levels or, where applicable, in the case of security incidents, threats and vulnerabilities. It also provides information on accessing the EU online dispute resolution platform. If, at the end of the complaints process, you feel your complaint has not been properly addressed, you can contact the Commission for Communications Regulation at [www.comreg.ie](http://www.comreg.ie).

## **15. INTELLECTUAL PROPERTY RIGHTS**

**15.1.** 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.

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

**15.3.** 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.

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



## 16. GENERAL

**16.1.** If we need to send you notices under this Agreement, we will send them to you by phone, post, email, SMS, via any Vodafone application that you are using as part of the Services or by uploading them to [www.vodafone.ie](http://www.vodafone.ie). We will use the contact details you have provided to us and you must tell us about any changes to your contact details. We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make via [www.vodafone.ie](http://www.vodafone.ie) or any Vodafone application that you are using as part of the Services as having been notified to you from the date of publication.

**16.2.** This Agreement is governed by Irish law and subject to the jurisdiction of the Irish Courts. Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced. Where we exercise any of our powers under this Agreement, such exercise will not prejudice or affect the exercise of any other right or remedy which may be available to us.

**16.3.** This Agreement is the complete agreement between you and us. Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, will survive termination or suspension of this Agreement and continue in full force and effect. If any of the terms of this Agreement are not valid or enforceable this will not affect the other terms. We may replace any term of this Agreement that is not valid with a similar term that is. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights under the Agreement in any other way.

**16.4.** 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.

**16.5.** 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.

**16.6.** Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) 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, epidemic or pandemic, civil commotion, failure or 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").

## DEFINITIONS

- **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;
- **Code of Practice**: sets out important information on our customer procedures and can be viewed at <https://n.vodafone.ie/aboutus/code.html>.
- **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 Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR), the Data Protection Acts 1988 and 2003, any other relevant data protection and privacy law 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 registrable 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 [www.vodafone.com/uk/rates](http://www.vodafone.com/uk/rates)
- **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, a private company limited by shares, registered in Ireland with registered office at Mountainview, Leopardstown, Dublin 18. Registration Number: 326967
- **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](http://www.vodafone.ie) or any such website or URL which we may dictate to you from time to time.
- **Welcome Letter**: a document which Vodafone may provide to you and which is accessible on your online My Vodafone account which contains information on your Agreement.