

SECTION 1 To be completed by the existing customer

What number(s) are you transferring?

If you are transferring more than 4 numbers please send on an attachment with this form & tick box

Your account number

Name on account

Full address on account

Postcode

Signature

Print Name

SECTION 2 To be completed by new customer

Are you an existing Vodafone Customer? **NO** Go to section 3 **YES** Complete section 2

Existing account number

Name of the company the number is moving to

Full address on account

Postcode

email address

Go to SECTION 6

SECTION 3

Please select what type of business you are

Ltd Co / PLC Go to section 4

Business Partnership Go to section 4

Charity / Government Go to section 4

Sole Trader Complete section 3

Your name

Trading as

Full address

Postcode

Length of time at current address

(Please attach previous address if under 3 years)

Date of birth

email address

We will require copies of 1 proof of ID and 1 proof of address, please select which you will be supplying.

Proof of ID UK Passport Drivers Licence Inland Revenue Photo ID Shotgun Licence

Proof of address Utility Bill (less than 3 mths old) Bank statement (less than 3 mths old)

Go to SECTION 5

SECTION 4 Limited Companies

To be completed if you are either a Ltd/Co, Business Partnership or Charity / Government

Company Name

Full address

Postcode

email address

If you have been in business more than 3 years we will require copies of the following:

Signed & dated purchase order on pre-printed letterheaded paper inc Co Reg & VAT No stating how many numbers you wish to transfer

A recent bank statement or utility bill (within the last 3 months) including Company Name & Address

If you have been in business less than 3 years we will require copies of:

All of the above

Directors Passport

Directors Driving Licence

Go to SECTION 5

SECTION 5 Instruction to your bank/building society to pay direct debits

Originator's Identification Number

1. Name and Full Postal Address of Your Bank or Building Society

2. Name(s) of Account Holder(s)

3. Branch Sort Code (from the top right hand corner of your cheque)

4. Bank/Building Society Account Number

Bank and Building Societies may not accept Direct Debit instructions for some type of accounts

5. Vodafone Reference Number

6. Instruction to Your Bank or Building Society

Please pay Vodafone Limited Direct Debit from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Vodafone Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature

 Date

Go to SECTION 6

SECTION 6 Price Plan

Do you know the price plan code you wish to transfer the new numbers to? **NO** Go to section 7 **YES** Complete section 6

Priceplan code you wish the new number/s to transfer to

Go to SECTION 7

SECTION 7 CUSTOMER AGREEMENT

Upon Vodafone's transfer of the previously specified connections (the 'Transferring Connections') to Customer's account, Customer shall be bound in respect of those connections by Vodafone's General Terms and Conditions and the Commercial Terms (together, the 'Vodafone Customer Agreement'), a copy of which Customer has seen. Customer agrees to perform the Vodafone Customer Agreement and to be bound by its terms in every way from the date at which Vodafone completes the transfer of each Transferring Connection. In particular but without limitation, Customer acknowledges that any 'Term Per Connection' or other minimum term commitment applicable to the Transferring Connections will continue and that Customer will pay a termination fee for any Transferring Connection disconnected or migrated to a different tariff within its minimum term commitment. Customer agrees to pay all line rental charges, call charges and any charges for other services. Details of all charges are available on request.

Customer understands and acknowledges that this Agreement is subject to status, and shall only be binding on Vodafone once Vodafone has transferred the specified Connections to Customer's Vodafone account.

If any of the Connections has insurance, Customer agrees that it has have been given, fully understand and agree to the insurer's terms and conditions.

Signed for and on behalf of Customer:

 Authorised Signatory Name:

Position:

 Date: / /

Once these forms have been completed please check that all relevant sections are completed correctly and send with the required proofs. Please choose 1 of 3 ways there are to forward us the information we need;

Email: tou-banbury@help.vodafone.co.uk
Fax: 01635 238858
Post: Vodafone HQ, The Connection, Newbury, Berkshire, RG14 2FN

TRANSFER OF OWNERSHIP FORM

THE DIRECT DEBIT GUARANTEE



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment date changes, Vodafone Limited will notify you 8 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Vodafone Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

General Terms and Conditions

1. Agreement structure

- 1.1 Each set of Commercial Terms between Customer and Vodafone will incorporate these General Terms and any applicable Service Specific terms (together, the 'Agreement').
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) Any agreed amendment/Amendment Notice (2) Commercial Terms; (3) Service Specific terms (4) General Terms.

2. Services and Coverage

- 2.1 Vodafone shall use reasonable endeavours to provide Customer with the Services and to ensure the security of Customer's communications at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.
- 2.2 Vodafone may suspend the Services: (i) in order to carry out maintenance or testing of the Network; (ii) during any technical failure of the Network, (iii) when it is necessary to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (iv) where it identifies Artificially Inflated Traffic; or (v) due to Emergency Planning Measures. Vodafone shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspensions where reasonably practicable.

- 2.3 Vodafone shall use reasonable endeavours to give Customer access to Overseas Networks; however, Vodafone shall not be responsible for the performance of Overseas Networks or any part of the Network not controlled by Vodafone. Overseas Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Network and Overseas operators. Vodafone will notify Customer of any terms of access that Customer needs to comply with to use the Overseas Network.

3. Customer's use of Equipment and Services

- 3.1 Customer may supply the Equipment and Services to End Users, but not to any other party. Customer is responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws and Codes of Practice.
- 3.2 Customer shall only use Equipment authorised for use on the Network. Customer acknowledges that Equipment that is not authorised for use on the Network may result in an impaired End User experience.
- 3.3 Customer shall not:
(a) use any Equipment or Services for any purpose that Vodafone (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent; or
(b) do anything that causes the Network to be impaired or damaged;
- 3.4 Where a specific End User causes Customer to be in breach of its obligations of clause 3.3, Vodafone shall be entitled to suspend such End User's use of the Services. Before exercising this right, Vodafone shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise Vodafone shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the Service may be subject to the payment of a reconnection Charge by Customer.
- 3.5 During any period of suspension, Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.
- 3.6 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. Vodafone accepts no responsibility for these services, including where in accessing the service, Customer gives unauthorised parties access to its equipment.

4. GSM Gateways

- Customer shall not connect or continue connection by or on behalf of itself or any End User of any GSM Gateway(s) to the Network without Vodafone's prior written consent, which may be withheld at Vodafone's absolute discretion. Customer shall cooperate with Vodafone at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law and with Vodafone's GSM Gateway Commercial Policy.

5. Charges and Payment

- 5.1 Vodafone states all Charges exclusive of VAT, unless specified otherwise. All Charges not specified in the Commercial Terms shall be at Standard List Price.
- 5.2 Rounding and minimum charges shall apply, in accordance with the Billing Manual.
- 5.3 Access Fees shall be invoiced by Vodafone monthly in advance and all other Charges shall be invoiced monthly in arrears. Invoices shall be paid by Customer by direct debit, by the Due Date specified in the Commercial Terms. If payment terms are not set out in the Commercial Terms, the Due Date shall be 14 calendar days from the date of the invoice.
- 5.4 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify Vodafone of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.
- 5.5 Where Vodafone has not received payment for undisputed Charges by the Due Date, Vodafone shall: (i) contact Customer's Accounts Payable Department to request payment; and (ii) be entitled to charge interest on the overdue Charges at the highest rates permitted by applicable law. Where Vodafone has not received payment within 30 calendar days of the Due Date, Vodafone may take all or any of the following actions until such time as payment, including any interest due, has been received:
(a) withhold any sums owing to Customer by Vodafone (including Subsidy) and offset it against any sums Customer owes to Vodafone under this Agreement;
(b) suspend Customer's and/or End User's use of the Services in relation to which Charges are outstanding;
(c) withdraw any discount in relation to the relevant Equipment or Service and charge Customer Vodafone's Standard List Prices for that Equipment or Service; and
(d) subject to Vodafone having first invoked at least one of the remedies as set out in Clauses 5.5 (a) to (c), Vodafone shall be entitled to terminate this Agreement in whole or in part in accordance with Clause 10.3.
- 5.6 Customer shall not be entitled to offset any sums owed to it by Vodafone under any Agreement or dispute between the Parties against any sums that Customer owes to Vodafone under this Agreement.
- 5.7 Vodafone may credit assess Customer from time to time as reasonably required to assess Vodafone's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Vodafone account (details of which are available on request).

6. SIM Cards and Numbers

- 6.1 SIM Cards shall remain the property of Vodafone at all times and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.
- 6.2 Customer shall use all reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause 9.1 Customer shall be liable for any loss or damage suffered by Customer or its End Users as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that Customer has notified Vodafone that such SIM Card is being used without Customer's authorisation.
- 6.3 Vodafone shall allocate telephone numbers to Customer which Customer shall only use to access the Services. Vodafone may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the Regulatory Authorities, but will exercise all reasonable endeavours to minimise any disruption to Customer or End User. Vodafone may withdraw telephone numbers that have been allocated to Customer as a result of Customer's failure to comply with this Agreement.
- 6.4 If Customer decides to Port a mobile telephone number allocated to Customer by Vodafone, Vodafone shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use in accordance with OFCOM regulations.

7. Software Licence

- 7.1 Equipment and Services provided under this Agreement may contain or use Software. This Software is generally not owned by Vodafone. Any Software that is used by Equipment or Services shall be governed by the terms of the relevant Software licence set out in such Services Schedule or any shrink wrap or click through Software licence provided with the relevant Equipment or Service. In all other cases, where Software is provided Vodafone grants the Customer and/or its End Users, as applicable, a non-exclusive, royalty free licence to use any such Software for the Term of this Agreement.

- 7.2 Customer or End User's licence shall be a single user licence. Customer may make one copy of the Software for back up purposes. If Customer does not accept the terms of the relevant click through or shrink wrap Software licence, Customer shall be prohibited from using the relevant feature of the Service to which the Software relates and Vodafone shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or Vodafone.
8. **Orders and Equipment**
- 8.1 Customer shall order Services and Equipment by submitting an order form through Vodafone's online ordering system or by email or as notified to Customer by Vodafone from time to time. Customer shall accurately complete all fields set out in the order form.
- 8.2 Orders are binding on both Parties from the date of acceptance by Vodafone. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by Vodafone.
9. **Equipment**
- 9.1 Vodafone shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to Customer. Subject to clause 9.2, Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to Customer.
- 9.2 Customer shall notify Vodafone in writing within 5 Business Days of receipt if Equipment or SIM Cards arrive having been damaged, or if the order has been incorrectly fulfilled. Customer shall notify Vodafone in writing within 10 Business Days of confirmation of Vodafone's order acceptance if Customer does not receive the Equipment or SIM Card. Following such notification by Customer, Vodafone shall replace damaged new Equipment or SIM Cards, Equipment lost or stolen in transit, and any incorrect Equipment or SIM Card, free of charge. In the case of damaged used Equipment Vodafone shall (at its option) replace or repair the Equipment.
- 9.3 Subject to clause 6.1, title to Equipment shall pass to Customer as soon as Vodafone has received payment for it in full. Where Equipment is free of charge, title shall pass on delivery.
- 9.4 Where Equipment supplied to Customer by Vodafone becomes faulty for reasons other than through Customer's acts, omissions or misuse within the manufacturer's warranty period, Customer shall return such Equipment to Vodafone at Vodafone's cost and Vodafone shall repair or replace the Equipment in accordance with Vodafone's Recovery Policy. Any out-of-warranty repairs shall be at Vodafone's Standard List Price.
- 9.5 Vodafone does not manufacture Equipment and save for Clause 9.4 above excludes, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Equipment, whether implied by law or otherwise. Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied to Customer by Vodafone. However, on expiry of this Agreement, any commitment by Vodafone has to liaise with the manufacturer in respect of any warranty shall cease.
- 9.6 Customer shall not remove or obscure any logo or writing on Equipment that Vodafone has supplied to Customer and which Customer does not own. Customer shall replace all batteries and other consumable parts of the Equipment. Customer shall not, and shall ensure that End Users do not tamper with or attempt to repair or service the Equipment or allow any party other than Vodafone to do so. Any attempt to do this may invalidate the manufacturer's warranty. Customer shall keep all Equipment that Vodafone has supplied to Customer and which Customer does not own, in Customer's possession (which shall be deemed to include the possession of Customer's End Users), and shall not sell it, place a charge on it or otherwise dispose of it.
- 9.7 Vodafone's supply of Equipment and accessories shall be subject to availability.
10. **Termination**
- 10.1 Customer shall have the right to terminate this Agreement in whole or in part by giving Vodafone 1 month's written notice of termination, subject to the payment of any early termination charges as set out in the Commercial Terms.
- 10.2 The Parties shall each have the right to terminate this Agreement with immediate effect (by serving written notice of termination to the other Party):
10.2.1 if the other Party becomes subject to an Insolvency Event; or
10.2.2 if the other Party is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).
- 10.3 Subject to Clause 5.5(d), Vodafone may terminate this Agreement in whole or in part with immediate effect, by giving notice in writing:
10.3.1 where Customer has failed to pay any Charges due within 60 calendar days of the Due Date; or
10.3.2 where Vodafone has repeatedly invoked its rights of suspension pursuant to Clause 3.3 or Clause 5.5(b), or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.
- 10.4 The Parties shall acknowledge, as soon as reasonably possible, the receipt of any notice of termination of this Agreement (in whole or in part) received in writing from the other Party.
11. **Consequences of termination**
- 11.1 On termination of this Agreement as a whole, or partial termination (for example of a set of Commercial Terms), Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which Customer has title).
- 11.2 Customer shall (if requested by Vodafone, delete or destroy all copies of the user documentation which Vodafone has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in Equipment to which Customer has title) within 7 calendar days of termination of this Agreement or of termination of the relevant Service, and provide Vodafone with written confirmation that all such copies have been returned, deleted or destroyed.
- 11.3 Where this Agreement is terminated as a whole, Vodafone's entire relationship with Customer shall terminate and Vodafone shall no longer supply, and Customer shall immediately cease to use any Services that were supplied pursuant to this Agreement.
- 11.4 On expiry of a Service Period, the Service shall continue until terminated by either Party on 30 days notice, in accordance with the Commercial Terms and this Agreement.
- 11.5 On termination of the Commercial Terms, the Customer's Services supplied pursuant to the relevant Order Form shall cease immediately and the Customer will immediately pay to Vodafone all sums due or payable under the relevant Order Form in relation to the terminated or expired Services, including any early termination payment specified in the Commercial Terms.
- 11.6 Where this Agreement or any Service has been terminated in accordance with Clause 10 or as otherwise permitted in this Agreement prior to expiry of a Service Period, Customer shall pay to Vodafone a lump sum termination payment calculated in accordance with the provisions of the Commercial Terms.
- 11.7 Where Vodafone has offered the Customer any Subsidy, the Customer acknowledges and agrees that upon expiry or termination of the relevant Service Period under which the Subsidy has been offered, Customer shall forfeit any Subsidy that has not been used at that date.
12. **Intellectual Property**
- 12.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by Vodafone and Vodafone's licensors. By supplying Customer with Services, Software and Equipment, Vodafone is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
- 12.2 Where Vodafone creates Intellectual Property Rights during or as a result of the supply by Vodafone of Services, Software and Equipment to Customer, Vodafone shall own all such Intellectual Property Rights.
- 12.3 Customer must not do anything to jeopardise Vodafone or its licensor's Intellectual Property Rights.
13. **Changing the terms of this Agreement**
- 13.1 Vodafone shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without Customer's consent, to the extent that such changes are required by or are necessary (in Vodafone's opinion acting reasonably) to comply with applicable law. Where practicable, Vodafone shall provide Customer with advance notice of such changes. If advance notice cannot be provided, Vodafone shall advise Customer of the change as soon as practicable after it has been made. Vodafone shall not be liable to Customer for any claims by Customer as a consequence of such changes.
- 13.2 Vodafone may change the terms of this Agreement without Customer's consent where to the extent that such changes are required due to alterations to the Network; the manner in which Vodafone operates; the way in which Vodafone provides Services (including where, in Vodafone's reasonable opinion, it is no longer commercially viable to provide a particular Service), provided that such changes affect at least 90% of Vodafone's relevant customer base. In these circumstances, Vodafone shall advise Customer of the change via an Amendment Notice, at least 30 days in advance of the change taking effect. If Customer is materially disadvantaged and objects to such change, Customer may terminate the relevant Service Schedule under which the affected Service is provided by giving 30 days written notice. This right to terminate ends 30 days after the date that the change became effective. Vodafone shall not be liable to Customer for any claims by Customer as a consequence of such changes.
- 13.3 Save as set out in Clauses 13.1 and 13.2, changes to this Agreement must be made by written agreement of the Parties.
14. **Confidentiality**
- 14.1 This Agreement and any information about Services that is not publicly available, is confidential, and may be disclosed by Customer to Customer's employees only, strictly on a need-to-know basis, unless otherwise agreed in writing with Vodafone.
- 14.2 Vodafone shall be entitled to keep records of Customer information, which Vodafone shall use to perform Vodafone's obligations under this Agreement, and for related purposes.
- 14.3 Vodafone shall be entitled to disclose Customer information as required by any legal, regulatory or financial agency or by court order, any Vodafone group company or any third party (some of whom may be outside of the European Union) for the purposes of providing the Services.
15. **Liability**
- 15.1 Nothing in this Agreement shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software licence; breach of any obligation of confidence; and any infringement of Vodafone's Intellectual Property Rights.
- 15.2 Except for Clause 15.1 above and to the extent not prohibited by law:

- 15.2.1 each Party's maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Agreement, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the Charges paid or payable under the relevant Commercial Terms during the previous 12 month period under which the Equipment or Service that is the subject matter of the claim is supplied; and
- 15.2.2 neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement nor any loss of business, revenue, profits, goodwill, use, data, or other economic advantage, however they arise, whether in breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages. Vodafone shall not be liable to Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstance outside its reasonable control.
- 15.3 Except for the payment obligations of the Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 days, the other Party will be entitled to terminate this Agreement on written notice.
- 15.4 The warranties specified in this Agreement and/or any Service Specific Terms are the only warranties provided with respect to Services provided to Customer by Vodafone. To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a particular purpose or merchantability) are excluded provided that where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot be excluded, restricted or modified except to a limited extent, this Agreement must be read subject to those implied statutory provisions.
- 16 Transferring this Agreement to others**
- 16.1 Either Party may transfer in whole or in part any of its rights and obligations under this Agreement to any other person or company (including in the case of the Customer, to a third party management agency) provided that it has obtained the other Party's prior written consent to such transfer and has satisfied any reasonable conditions imposed by such other Party.
- 16.2 Notwithstanding Clause 16.1 above, Vodafone shall be entitled to transfer in whole or in part any of its rights and obligations to any company within Vodafone's Group at any time. Vodafone may use sub-contractors to perform any of its obligations under this Agreement but remains responsible for their performance.
- 16.3 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 17 General Provisions**
- 17.1 If Customer supplies Vodafone with personal data (for example relating to End Users) Customer shall ensure that it is accurate and up to date when disclosed. Customer shall also ensure that Customer has obtained from the individuals concerned all necessary consents under the Data Protection Legislation to both the supply of the data to Vodafone, and the processing of it by Vodafone, for the purposes of performance of this Agreement, supply of the Equipment and Services and for direct marketing about Vodafone's similar products and services. Customer shall also ensure that any individual to whom personal data relates has given consent for Vodafone to pass such data back to Customer.
- 17.2 Each Party shall comply with its obligations under the Data Protection Legislation. Customer acknowledges that Vodafone retains the role of Data Controller as defined in the Data Protection Act 1998 except in the limited circumstances where Vodafone processes any personal data for and on behalf of Customer.
- 17.3 All notices served by Customer under this Agreement shall be in writing and sent to the Head of Enterprise Contracts at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, or any other address Vodafone directs Customer to use from time to time. Vodafone shall send all notices to Customer at Customer's registered office. Notices will be deemed given: where they are hand delivered, when a duly authorised employee or representative of the recipient gives written acknowledgement of receipt; for e-mail communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch; and for fax on receipted transmission of the fax.
- 17.4 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do so.
- 17.5 Termination of this Agreement or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Agreement and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 17.6 This Agreement is governed by English Law and is subject to the non-exclusive jurisdiction of the English Courts.
- 17.7 Only provisions set out in this Agreement shall apply to Vodafone's supply of Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly set out within this Agreement. However, this shall not be taken to exclude either Party's liability for fraud.
- 17.8 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Agreement was induced by fraud, in which case all remedies under English Law shall be available.
- 17.9 All headings in this Agreement are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.
- 17.10 Any changes made to Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. Vodafone shall not be liable to continue to support the Services to the extent that they are affected by such change.
- 17.11 Every provision in this Agreement is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the English Courts, that provision or the relevant part of it shall be treated as having been deleted from this Agreement, without affecting the remainder of that provision or the other provisions of this Agreement, which shall still have full effect.
- 17.12 Where Vodafone supplies Equipment and Services to Customer that is not expressly covered by the Commercial Terms, such supply shall be deemed to be governed by the terms and conditions of this Agreement.
- 17.13 If there is a dispute under this Agreement, and Customer's account manager has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to a more senior representative within Vodafone. The Parties shall use the escalation process to its full before taking legal action against the other Party. Escalation routes within Vodafone shall be as follows, Customer shall provide escalation contacts at equivalent levels:
- First: Head of Channel, Enterprise Sales |
 Second: Sales Director - Small & Medium Enterprise, Enterprise Sales |
 Third: Director of Enterprise, Vodafone Limited.

Appendix 1 – Definitions

Access Fee - The monthly or other periodic fee payable by Customer for use of the Services.

Amendment Notice - A document setting out a change to this Agreement that is issued to Customer by Vodafone that does not require the signature of either Party.

Artificially Inflated Traffic - A flow or volume of traffic via any Service, which Vodafone believes is: (i) disproportionate to the flow or volume of traffic which Vodafone expects from good faith commercial practice and usage of the Service; (ii) disproportionate to Customer's previous traffic profiles (in any given month) with Vodafone; (iii) uses automated means to make calls (save where this is expressly approved by Vodafone in writing); or (iv) may result in Customer exceeding the credit limit which Vodafone places on Customer's Vodafone account from time to time.

Billing Manual - Vodafone's call- and billing rounding measures from time to time, which shall be available to Customer on request.

Business Day - A day (other than a Saturday or a Sunday) on which clearing banks are open for business in the city of London (other than solely for trading or settlement in Euro).

Charge - Access Fees, Connection Fees, fees for Equipment, Software Licence fees, call fees, airtime fees and all other fees payable by Customer for use of the Services.

Codes of Practice - All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as PhonepayPlus) or that are adopted by Vodafone from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.

Commercial Terms - Information provided by Vodafone in the form of a 'Commercial Terms' document (or if no 'Commercial Terms' document is provided, a Welcome Letter), that details Vodafone's Charges and commercial offer to Customer for the Services, and which incorporates any Service Specific Terms and these General Terms.

Connection - A Vodafone SIM Card that has been configured to attach to the Network, with a price plan or SOC associated with it so that End Users can use and be charged for Services supplied under Commercial Terms.

Customer Information - Information that (a) Customer provides to Vodafone; (b) details of how Customer uses Services, including information relating to the volume and types of calls made, details of charges paid & other financial information; or (c) details of how Customer has performed in meeting its obligations under this Agreement.

Data Protection Legislation - The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any amendments or replacements to them, and any other legislation implementing Directives 95/46/EC and 2002/58/EC.

Emergency Planning Measures - The measures that may be taken as a result of Vodafone's obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004; or any similar law.

End User - A person using Equipment or a Service, who shall be an employee or contractor of Customer.

Equipment - Any tangible material, but not a SIM Card, supplied by Vodafone to Customer, or connected to the Network on Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.

Force Majeure - Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.

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.

GSM Gateway Commercial Policy - Vodafone's policy from time to time governing Customer's use of GSM Gateways, available from Vodafone from time to time.

Insolvency Event - An event where a Party either ceases or threatens to cease conducting its business in the normal manner; or is treated as being insolvent, or threatens or is in jeopardy of becoming insolvent because it: (a) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or (d) any resolution to wind up it up (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; or (e) has had a receiver, administrator or liquidator appointed to it.

Intellectual Property Rights - Patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

Network - The telecommunication systems Vodafone uses to provide the Services.

OFCOM - The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it.

Overseas Networks - Telecommunication systems outside of the UK Mainland used (but not controlled) by Vodafone in providing the Services.

Port - The transfer of a mobile number that is connected to the Vodafone Network under this Agreement to a different network provided by another supplier.

Regulatory Authorities - OFCOM, the Office of Fair Trading, the Competition Commission, the Information Commissioner, the Advertising Standards Authority, or any similar authority established from time to time.

Recovery Policy - Vodafone's policy regarding the replacement or repair of faulty equipment, as amended from time to time.

Service - A service provided by Vodafone pursuant to this Agreement as described in the relevant Service Specific Terms.

Service Period - The minimum term for which Customer commits to receive a Service, as specified in the relevant part of the Order Form.

Service Specific Terms - A Schedule that sets out service specific information such as terms and conditions, specifications and other technical information.

SIM Card - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

Software - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Vodafone or its licensors to Customer irrespective of how it is stored or executed.

Software Licence - The terms and conditions that prescribe how Customer shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software.

Standard List Price(s) - Vodafone's standard unsubsidised Charges for business Services and Equipment as advised to Customer by Vodafone and/or as made available on request by Vodafone (as amended by Vodafone from time to time).

Subsidy - Any money that Vodafone invests in the Customer's account (including cash bonus, connection bonus, Technology Fund), Equipment discount and any other sum of money paid to the Customer by Vodafone whilst this Agreement is in force and excluding any credit, rebate or discount to Access Fees or discount to airtime charges.

Technology Fund - Subsidy that is to be applied in the form of credits to Customer's Vodafone account to fully or partially offset the cost of certain Equipment sold to Customer at Vodafone's Standard List Price.

Vodafone - Vodafone Limited, Registered in England and Wales number 01474587, with its registered address at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.

Vodafone's Group - 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.

Welcome Letter - the letter that Vodafone sends to Customers who have ordered products or Services via its telesales team or a telephone account manager, detailing all bespoke Charges.