



Vodafone Home Broadband and Phone

Terms and Conditions - Effective from 02 July 2024

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Terms & Conditions:

1. INTRODUCTION

- 1.1 **Our services.** These terms and conditions cover your use of our fixed line services, which are:
 - a) home broadband and phone service; or
 - b) where we offer it, home broadband only service.
- 1.2 **Service availability.** We'll provide our services with reasonable skill and care. However, some of our services may not be available where you live, or their quality may be affected by factors outside of our control (for example, environmental factors). You can check availability in your area at this link: <https://www.vodafone.co.uk/broadband>. We'll check how feasible it is to provide services before we provide them. If the costs of installation and maintenance of the services are too high, we'll let you know that we may not be able to provide them.
- 1.3 Your Agreement is with Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It is made up of these **Home Broadband and Phone Terms**, your **Service Confirmation Letter**, your **Contract Summary** and the **Price Guide** (www.vodafone.co.uk/priceguide). We'll send these **Home Broadband and Phone Terms** and your **Service Confirmation Letter** to you by post or email (if you have provided us with a valid email address). We also encourage you to look at our Returns (www.vodafone.co.uk/return-policy) and **Acceptable Use Policies** (www.vodafone.co.uk/acceptable-use) which also make up your **Agreement** with us.
- 1.4 You should also look at our Privacy Policy on how we use personal information. You can find our Privacy Policy and Cookie Policy at www.vodafone.co.uk/privacy.
- 1.5 This Agreement applies to all consumer customers who take out a Vodafone Fibre to the Home Broadband or Vodafone Fibre Broadband Service plan for their own personal use unless stated otherwise.

2. JOINING US AND CHARGES

- 2.1 **The basics.** When you join us we'll agree certain things with you and set them out in your Service Confirmation Letter. This document will include important information like: (a) your chosen services and how much these will cost you per month; (b) how long we'll provide your chosen services to you and the minimum period you have agreed to stay with us; (c) additional services you have chosen as part of your package, when they start and end and when you'll be charged for these; and (d) any upfront charges you've paid or may have to pay for your equipment where applicable.
- 2.2 **Charging.** The Price Guide sets out current pricing information. This includes the current monthly cost of our Home Broadband and Phone plans (billed for the month ahead unless we say otherwise), usage charges, charges for third party services (billed after use unless we say otherwise) and any other charges for the Vodafone Home Broadband and Phone Services provided to you or to someone who is authorised by you. All these charges will be added to your bill. Please see the latest version of the Price Guide (which is updated from time to time) for details.
- 2.3 During your minimum term period, we may offer you a discount against your monthly plan (a "**Broadband Discount**"), usually this Broadband Discount will be applied to your bill for the duration of your minimum term. However, we may also offer you a Broadband Discount that expires before your minimum term ends. We'll let



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you know how long this discount will last when you take up the offer. Our Price Guide also confirms your Broadband Discount and how long it will last. After your discount has been removed, your monthly price will increase.

- 2.4 **One off charges.** Delivery charges, router fees, connection and installation charges may apply. You will be informed of these charges (if they apply) when you order the services and they will be set out in your Service Confirmation Letter (if they apply).
- 2.5 **Payment.** You'll need to pay for all charges within 7 days of the date of your bill. We ask that you pay by direct debit so please contact us if you wish to pay by other means. Where VAT applies it will be included in the charges. If you pay late we'll charge interest of 2% above the base rate of Barclays Bank each year and you'll also need to pay a reasonable administration charge to compensate us for the administration costs incurred (see the Price Guide for details).
- 2.6 **Change of Home Broadband and Phone package.** If you request a change of package or a renewal of your Agreement with us and we agree, you will need to agree to a new minimum period and you will need to pay the new charges applicable to that agreement. Early termination fees may apply if you change your package during your current minimum period. Your new minimum period will not start until your new service activation date. If you choose to terminate the new agreement within the first 14 days of your new service being activated and are within the minimum term of your previous agreement, an early termination fee may be payable. Any early termination fee which applies as a result of you changing your package will be based on the monthly plan charge of your Vodafone Home Broadband and Phone plan and the remaining time left in your minimum period for your previous package at the point of upgrade/termination as applicable. Please see the Price Guide for how any early termination fees will be calculated.

3. DURING YOUR AGREEMENT WITH US

- 3.1 Vodafone Home Broadband and Phone Services are not available separately. If you do not currently have a home phone line and are not taking our Vodafone Fibre to the Home Broadband service (previously known as Vodafone Gigafast Broadband) you will need to have one installed in order for us to provide you with the services. A separate charge will apply for this as detailed in the Price Guide. We will supply you with a landline number and we reserve the right to change the landline number at any time.
- 3.2 We do not commit to providing the Vodafone Home Broadband and Phone Services until we have successfully completed all feasibility checks. If the cost of installation and maintenance of the Vodafone Home Broadband and Phone Services are excessive, we reserve the right not to provide these to you.
- 3.3 **Installation.** You must be the current occupier of the property or have permission of the property owner for us to install the Vodafone Home Broadband and Phone Services at your address. We will visit your premises on the installation date provided in your Service Confirmation Letter. You or another person authorised by you who is over 18 needs to be present during the installation. There may be a fee for an engineer visit, we will let you know the cost if this is required before confirming your order.
- 3.4 If you are a Vodafone Broadband customer you may need to sign a "Wayleave agreement". See further details in the section relating to "Vodafone Fibre to the Home Broadband Customers" below.
- 3.5 **Installation Offers.** If you end your Vodafone Home Broadband and Phone Services before the end of your minimum period an early termination fee will apply. Where you have taken advantage of an installation offer and your installation is free or you pay a reduced price compared to our standard installation price, we may charge you the difference between the lower price you paid (if any) and the standard price for installation. This cost will be factored into your early termination fee (and will reflect the cost we have incurred for installation). Note our standard installation costs vary depending on the type of broadband service you have selected. Full details can be found in our Price Guide.
- 3.6 **Activation.** Where applicable you authorise us to terminate your agreement(s) with your previous phone and broadband service provider(s). If we cannot do this on your behalf you will have to do so directly. We will not be liable for any early termination fees or wrongful cancellation of any agreement(s) with your previous provider(s). Where requested we will try and keep your old phone number when you transfer to us but cannot guarantee this and we may provide you with a new number.



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- 3.7 **Equipment.** We will supply the Vodafone Home Broadband and Phone equipment to you. You can use your own router to receive the Vodafone Home Broadband and Phone Services but you must: (i) ensure it is compatible; and (ii) use your Vodafone router in order to display speed information on the Vodafone Broadband app. If you are a Vodafone Fibre to the Home Broadband customer (previously known as Vodafone Gigafast Broadband): (a) speed information will not be available on the Vodafone Broadband app; and (b) you will need to use the Vodafone router in order to use the phone services. You must not connect equipment to our network that may harm it, or anyone else's equipment or services. If the Vodafone Home Broadband and Phone Services are terminated (by you or us) prior to activation or during the "cooling off period" (see clause 7.3(a) below) or due to any unavailability issue, you must return all equipment which you have received under your Agreement. Failure to return any equipment when requested to do so may result in charges in line with our **Returns Policy**. Except where we expressly state otherwise, you will own the equipment we supply to you under our Agreement 14 days after your service activation date.

4. USING THE SERVICES

- 4.1 You're responsible for other people that use your equipment and services which are only for your personal non-commercial use. You must not: (i) use the equipment or service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (ii) do anything that causes the network to be impaired; and (iii) use automated means to make calls, texts or send data (including via a GSM Gateway). For more information on using our services and restrictions please review our Acceptable Use Policy.
- 4.2 **Broadband Speed.** Broadband speeds referred to in your Service Confirmation Letter are the estimated minimum and maximum download and upload speeds. Speeds may vary significantly and depend on a number of factors, including your location and how many people are using the network simultaneously. Broadband speeds are also dependent on all equipment meeting minimum specifications, being fully functional and working at full speed. Other factors can also impact internet speeds. Should your sync speed (the data speed of the line from the street cabinet or telephone exchange to your router) continuously or regularly fall significantly below the minimum guaranteed speed set out in your Service Confirmation Letter (with the exception of Vodafone Fibre to the Home Broadband (previously known as Vodafone Gigafast Broadband)), please contact us. If we're unable to resolve the issue you may select an alternative lower speed product (if one is available to you) or terminate your Agreement early without paying a termination fee.
- 4.3 **Downloading third party content.** A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our Acceptable Use Policy for more details.
- 4.4 **Traffic Management Policy.** Information about any traffic management we may apply can be found at: www.vodafone.co.uk/terms-and-conditions/consumer/network-and-coverage/traffic-management.
- 4.5 **Changes to your terms, services or charges.** Please note:
- a) We may change your Agreement, our services or charges at any time in order to:
 - i. Change the way in which we provide services to you (for example, by using a different technology to provide the service);
 - ii. Change the structure of our services, charges or equipment (for example, by changing the component parts of a service);
 - iii. Change the amount payable for part of the services, including without limitation additional services (for example, we may increase the amount payable for certain international calls if our international partners increase their costs);
 - iv. Remove and/or replace some or all of the equipment;
 - v. Place limits on the way you use our services (for example, if we suspect that you have committed an illegal act while using our services);
 - vi. Stop providing all or part of the service to you (for example, if we're no longer able to provide a part of the service at your address); or



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- vii. Optional additional service charges (e.g., an additional call or broadband package). We may increase the charges for optional additional services that do not form part of your main home broadband and phone service. For example, we may increase the price of a call package or additional broadband package that lasts for one month and can be terminated at any time.
- viii. Out of bundle landline charges (i.e., additional calls which are not included in your package). We may increase our charges for out of bundle landline services at any time.
- b) We are also entitled to make the following changes to the Agreement, our services or charges (together, the "Permitted Changes"):
 - i. **Annual Price Increase.**
If you have purchased your plan directly through Vodafone or a third-party (other than Currys):
 - a. **For plans purchased before 02 July 2024:** Each April, your monthly plan charge will increase by an amount equal to the Consumer Price Index rate published by the Office for National Statistics in January ("CPI rate") plus an additional 3.9% on top of the CPI rate. If the CPI rate is negative, this will be ignored but the additional 3.9% will still apply.
 - b. **For plans purchased on or after 02 July 2024:** During your minimum period, your monthly plan charge will increase annually on 1st April by £3.00. Out of bundle charges and optional additional service charges will increase annually on 1st April by the CPI rate + an additional 3.9%. If the CPI rate is negative, this will be ignored but the additional 3.9% will still apply.**If you have purchased your plan through Currys:**
 - c. During your minimum period, your monthly plan charge, out of bundle charges and optional additional service charges will increase annually on 1st April by an amount equal to the Consumer Price Index rate published by the Office for National Statistics in January ("CPI rate") plus an additional 3.9% on top of the CPI rate. If the CPI rate is negative, this will be ignored but the additional 3.9% will still apply.
 - ii. We may remove any benefits, discounts or additional services that we told you would expire part way through your plan when you purchased, provided we remove them at or after the time we told you they would expire;
 - iii. We may make administrative or technical changes;
 - iv. We may make changes that have no negative effect on your use of the service;
 - v. We may make changes that are to your benefit;
 - vi. We may provide new features of the service to you;
 - vii. We may maintain or improve the services we provide;
 - viii. We may clarify the Agreement so it is easier to understand;
 - ix. We may make changes required by:
 - a. applicable laws;
 - b. regulations;
 - c. codes of practice;
 - d. a regulator; or
 - e. a court of competent jurisdiction;
 - x. We may replace some or all of the equipment with equipment of equivalent or better quality;
 - xi. We may reflect a change in the way we organise and/or operate our business; or
 - xii. We may reorganise where certain terms of the Agreement are set out.



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- c) We don't know what will happen in the future, so we may need to change your Agreement, our services, or charges for a reason other than those specified in clause 4.5(a) and 4.5(b) above.
- 4.6 **Your Contact Details.** The emergency services may use the details you register for the Vodafone Home Broadband and Phone Services in order to identify your location. It is your responsibility to keep your contact details up to date and immediately notify us of any change.

5. VODAFONE FIBRE TO THE HOME BROADBAND CUSTOMERS

- 5.1 The following terms will also apply to our Vodafone Fibre to the Home Broadband Service (our Full Fibre service, previously known as Vodafone Gigafast Broadband, your Service Confirmation Letter will state whether you have selected this).
- a) **Installation.** At the installation point in your home, you will require 2 mains plug sockets (for the fibre connection box and router) and an additional socket if you wish to use a mains powered phone instead of a standard phone. Please note we will be unable to test the installation if adequate power sockets are not available.
 - b) Your landline phone services (if selected) will be provided over the internet instead of a traditional phone line. This means that if there is a power outage or you don't have any broadband connectivity you won't be able to make or receive calls. **This includes emergency calls.**
 - c) Please do not solely rely on the service to make emergency calls. You acknowledge and accept that you will require another way to call the emergency services. We suggest you have a charged mobile device in order to make emergency calls in the event of a power or broadband connectivity outage.
 - d) **Vulnerable customers.** Please note you will need an alternative means to your home landline in order to make calls in the event of a power failure or loss of broadband connectivity. It is important you understand and agree to this before taking the Vodafone Home Broadband and Phone Services. Social alarms or Telecare services that utilise your phone line will also be affected. If you have any concerns relating to the ability to make emergency calls please speak to an advisor at least 3 working days prior to your service installation. You can call our access disability team on 0333 3043222 from any landline or mobile.
- 5.2 **Wayleave Agreement.** This grants our partners, CityFibre, Openreach or one of their trusted partners ("Installation Partner") permission to install and maintain the necessary equipment across the grounds of and within your property. Installation includes running a cable from the street port to your house.
- a) We can't provide the Vodafone Fibre to the Home Broadband service (previously known as Vodafone Gigafast Broadband) if you haven't agreed to the Wayleave Agreement. If you are not the freeholder of the property you will need to gain the freeholder's written agreement before installation.
 - b) You, or a person given permission by you (who is aged 18 or over) will need to be at the property when the engineer visits. The engineer may ask for an electronic signature prior to installation and this will form the relevant written form of Wayleave Agreement under the Electronic Communications Code in respect of the maintenance and location of the equipment at the property.
 - c) The equipment will be installed over or under the land of the premises. Some minor alteration work may be required in order to make the installation. This work will be carried out with as little disruption as possible and the ground outside will be reinstated as close as possible to its original state. Where required any damage to the premises will be repaired. You will need to gain the consent of your neighbour(s) if you have shared grounds (such as a driveway). The equipment installed will not be removed on termination.
 - d) If our Installation Partner cannot access your property/if an electronic signature isn't provided for the Wayleave Agreement we may charge you reasonable costs incurred by us as a result. We may end the Agreement if we cannot re-arrange access to your property or you fail to provide an electronic signature for the Wayleave Agreement.
 - e) You consent to Vodafone and/or its Installation Partner installing and keeping network equipment at your property. In addition to the router and fibre optic cable, an optical network terminal ("ONT"/fibre



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connection box) will need to be installed. This will remain the property of the Installation Partner (unless we agree otherwise). You must not tamper with the fibre connection box or allow anyone else to do so.

6. PROBLEMS WITH OUR SERVICES

6.1 **Automatic Compensation.** If you experience issues with your service, you may be entitled to the following compensation under our Automatic Compensation Scheme:

- a) if your service has stopped working and isn't fully restored after two full working days;
- b) if your engineer doesn't turn up or cancels with less than 24 hours' notice; or,
- c) if we don't activate your service when we said we would.

6.2 Full details about the Scheme and your eligibility for compensation are available at www.vodafone.co.uk/broadband/auto-compensation-hbb. If you're having problems with your existing service and want to report an issue, please get in touch or call 191 (free from Vodafone devices), or 03333 040 191 from any other UK landline or mobile (standard call charges apply).

7. LEAVING US / SUSPENDING THE SERVICES

7.1 **Cancelling, returns and faulty equipment.** Please read our Returns Policy for details. It also sets out what to do if your equipment is faulty and how you can return your equipment or get your equipment fixed or replaced. You should contact us immediately in the event of any damage to or loss of the broadband equipment using the contact details at the end of these Home Broadband and Phone Terms. We may need access to your premises in order to carry out repairs and you agree to obtain the necessary consents and provide us with the access required to carry out such repairs.

7.2 **Return of Equipment.** If the Home Broadband and Phone Services are terminated by you or us prior to your service activation date or within 14 days of your service activation date then you must return any Vodafone Home Broadband and Phone equipment to us within 30 days of cancellation. If you do not return the equipment within 30 days or if it is damaged when you do return it, you will be charged a reasonable fee as set out in the Price Guide. We'll advise you on how to return any equipment on cancellation.

7.3 If you want to end the Agreement.

- a) **Changing your mind.** If you have changed your mind you can cancel your order by contacting us within 14 days of your service activation date. We will refund all payments received from you including costs of delivery of equipment but excluding installation costs (see below). You will need to return any equipment provided to you. Where we have started to provide the services to you before the date you cancel you must pay for any service you have already received.
- b) **Installation Costs.** You have the right to cancel your order as detailed in clause 7.3(a) above but you will need to pay for any agreed installations costs unless cancellation takes place before 9pm two working days before the date an engineer is due to visit your property (where applicable). You can cancel your order by contacting us (see "Contacting Us and Complaints" below).
- c) If you choose to leave us at least 14 days after your service activation date but whilst you are within your minimum period, you'll need to pay an early termination fee. The fee is based on the monthly charge of your Vodafone Home Broadband and Phone Plan and the remaining time left before your minimum period ends. Please see the Price Guide for details of how your early termination fee will be calculated.
- d) If you're outside of the first 14 days following your service activation date and your minimum period has elapsed, you can cancel at any time but you'll still need to give us 30 days' notice.
- e) **Because of the quality of our services.** If there is a continuous or regularly recurring degradation of the Vodafone Home Broadband and Phone Services or if we don't do something fundamental that we should have done under this Agreement, you may be able to leave the Agreement early without paying a termination fee. Please also see "Problems with our Services" and "Broadband Speed" above. Contact us to discuss your options.



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- f) **Because of changes.** If we make a change to the Agreement, the services or the charges which (i) has a negative impact on your use of the service (in Vodafone's reasonable opinion) and (ii) is not a Permitted Change, as set out in clause 4.5(b) above, you will have a right to leave your Agreement without paying an early termination fee. If that's the case, we'll usually give you at least 30 days' notice but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons. To exercise your right to leave without paying an early termination fee, you'll need to tell us within that 30-day period. If you take no action within 30 days of us telling you about the changes you'll be considered to have accepted those changes. Please note, you will not have a right to leave the Agreement early without paying an early termination fee where we exercise our right to increase the charges you pay as set out in clause 4.5(b) above (Annual Price Increase).

7.4 If we want to suspend our services or end the Agreement.

- a) We may suspend our services entirely or in part (other than access to the emergency services) or end the Agreement if: (i) you don't pay any charges on time; (ii) you or anyone else who is using your Vodafone Home Broadband and Phone Services is in breach of our Acceptable Usage and/or Privacy Policies; (iii) you don't do something fundamental that you have to do under the Agreement; (iv) you or any third party misuse the Vodafone Home Broadband and Phone Services or use any of our services in a way that may damage or affect the operation of our network (including, but not limited to, use of equipment with our services in a manner that does not comply with our reasonable instructions or those of our partners, such as Openreach and CityFibre); (v) you become bankrupt or make an arrangement with creditors; (vi) we consider it necessary to safeguard the integrity of our network or to reduce the incidence of fraud; or (vii) you fail to comply with applicable law when using our services. Where we end the Agreement in this way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.
- b) We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). You won't have to pay a termination fee in this case.
- c) If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your Home Broadband and Phone Services.

7.5 If you are moving house.

- a) Please let us know at least 30 days in advance of your moving date. If you wish to transfer your Home Broadband and Phone Services to your new address in the UK, we will conduct a service availability check. If we are able to provide the services at your new address, we will arrange the transfer. Connection charges may be applicable for connecting the Home Broadband and Phone Services to your new home (for example if a new phone line or fibre connection is required).
- b) If you wish to transfer your Home Broadband and Phone Services to your new home, you may become subject to a new agreement with us and a new minimum period may be applicable from the service activation date at your new home. If you choose to terminate the new agreement within the first 14 days of your service activation date and were within your minimum term of your previous agreement a termination fee may be payable.
- c) If we are unable, for any reason, to provide a Home Broadband and Phone Services to your new address in the UK then you will be entitled to end this Agreement subject to provision by you of reasonable evidence of your change of address and payment by you of all charges owing up to the date that we disconnect your service. We reserve the right to apply any termination fees and charges.
- d) If you're moving abroad, we will be unable to provide the services at your new address. You will need to cancel your Home Broadband and Phone Services giving 30-days' notice. Early termination fees will apply if you end this Agreement during your current minimum period.
- e) Please see our Price Guide for connections charges and how any early termination fees will be calculated.



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8. WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

- 8.1 **What do we do with your data?** Our Privacy Policy sets out how we and our group companies may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our website at www.vodafone.co.uk/privacy and you should check back every now and then for the latest version. For any queries, you can contact us via the 'Submit your privacy query' button at www.vodafone.co.uk/privacy.
- 8.2 **Fraud prevention agencies.** The personal information we collect from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. For further details explaining how the information held by fraud prevention agencies may be used, visit www.vodafone.co.uk/privacy.

9. ADDITIONAL TERMS

- 9.1 The terms and conditions set out in this clause 9 apply to customers that purchase any of the services below either as; i) an included service within their Vodafone broadband plan (i.e. a bundled plan), or ii) a service in addition to their Vodafone broadband plan;
- 9.2 **Broadband Back-up.** If you purchase our broadband back-up dongle service ("Dongle") or it's included in you plan, you acknowledge and agree that:
- a) The Dongle uses our mobile network, which means the service, speed and consistency of your connection may vary due to a number of factors, including location, coverage and demand;
 - b) Your use of the Dongle is subject to the applicable terms and conditions relating to our mobile broadband products, which can be found at: vodafone.co.uk/terms-and-conditions/;
 - c) You are required to comply with the additional terms and conditions around usage of the Dongle set out in the Price Guide, including but not limited to the data allowance included in your plan;
 - d) If you require additional data for your Dongle beyond the allowance included in your plan (as set out in the Price Guide), please contact us. The provision of additional data for your Dongle is at our discretion and is subject to your compliance with the terms and conditions of the Agreement, including without limitation the terms and conditions set out in the Price Guide;
 - e) Your Dongle must be plugged into the relevant port of your Vodafone-supplied router in order for it to provide a connection after a total loss of service on your fixed line broadband;
 - f) Your router must be connected to your fixed line at all times for your broadband to function, and your failure to connect the router to your fixed line shall not constitute a fault with your fixed line broadband;
 - g) You must only use the Dongle when you have a fault with your fixed line broadband;
 - h) You must not roam with your Dongle;
 - i) If your devices are connected to the internet via your Dongle rather than via your fixed line:
 - i. You will be unable to use static or fixed IP addresses and any devices that are reliant on a static or fixed IP address to function, will not function as intended; and
 - ii. You will be unable to make VoIP calls or utilise VoIP services on devices that are connected to the Dongle, including calls to emergency services. We recommend that you ensure you have an alternative means of contacting the emergency services in the event that your router stops working, including without limitation where there is a total loss of service on your fixed line broadband.
- 9.3 **Super WiFi.** Subject to clause 9.5 below, if you purchase our Super WiFi service or it's included in you plan, you'll get access to our dedicated WiFi Xperts service where our team will assist with any technical problems you have with your broadband. In addition, we will send you one WiFi Booster with your router. Subject to clause 9.5 below, if you do not receive a WiFi signal and throughput speeds of at least 10Mbps in each room of your home, we will send you up to two more WiFi Boosters (three in total). Subject to clause 9.4 below, if you are still unable to receive a WiFi signal and throughput speeds of at least 10Mbps in each room of your home:



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- a) Please contact us so that we can attempt to resolve your WiFi signal and speed issues; and
- b) If we are unable to resolve your WiFi signal and speed issues, so that you receive a WiFi signal and throughput speeds of at least 10Mbps in each room of your home, you may terminate your Agreement with us, without paying an early termination fee, provided that you notify us that you are terminating the Agreement within 30 days of receipt of the final WiFi Booster.

9.4 Please note:

- a) The router must be connected to the fixed line broadband network and the internet for the WiFi Boosters to work;
- b) The WiFi Boosters will not work when there is a broadband fault, including without limitation a fault with your fixed line, unless you have our Broadband Backup service/Dongle;
- c) You must use the router and WiFi Boosters we supply to you as part of your service, the Wifi Boosters are not compatible with third party routers;
- d) You must follow our reasonable instructions when seeking to resolve any WiFi signal issues you may have;
- e) Your right to terminate your Agreement with us without paying an early termination fee (as set out in clause 9.3 above) does not apply where:
 - i. there is a broadband fault;
 - ii. your router is not connected to the fixed line or the internet;
 - iii. you are not using the router and WiFi Boosters we supply to you as part of your service;
 - iv. you have failed to follow our reasonable instructions in respect of any WiFi signal issues you may have; or
 - v. there is a fault with the device on which you conduct any throughput speed test we may request for the purposes of assessing your WiFi signal and speed issues, where such fault materially affects the accuracy of that throughput speed test.

- 9.5 **Super WiFi Plus with Alexa Built-In (also known as Super WiFi Plus, Pro with Alexa Built-in and Pro Plus, but defined here as “Super WiFi Plus”):** If you purchase our Vodafone Super WiFi Plus service or it is included in your broadband plan you will receive a Super WiFi Plus Booster with your router, instead of a standard WiFi Booster. If you do not receive a WiFi signal and throughput speeds of at least 10Mbps in each room of your home, we will send you up to two standard WiFi Boosters. Clauses 9.3 and 9.4 are modified accordingly for customers with Super WiFi Plus broadband plans.

- 9.6 The Super WiFi Plus service includes a service feature called the ‘Dinnertime’ Alexa skill (the “Skill”). By accepting these Terms and Conditions you acknowledge that as of the effective date of these terms this Skill is in the process of being removed from the Super WiFi Plus service. You further acknowledge that (a) you may still be able to access the Skill after the effective date, but that it no longer forms part of the Super WiFi Plus service; and (b) no further communication or notice will be provided to you in relation to the removal of the Skill.

10. OTHER USEFUL INFORMATION

- 10.1 **Liability.** We'll not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims. Except for fraud or where our negligence causes death or personal injury, we will not pay more than £3000 or 150% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims. Nothing in the Agreement: (i) excludes or limits our liability for anything we can't exclude or limit by law; or (ii) affects your rights under applicable law or regulation.

- 10.2 **Home alarm systems and other phone line services.** If you have a remotely monitored security alarm, a social alarm, Telecare services or any other services that utilise your phone line (“**Phone Line Services**”) you



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will need to ensure it's compatible with the Vodafone Home Broadband and Phone Services. Please note, if you change your broadband and phone plan (whether with Vodafone or by joining another provider), this may affect any Phone Line Services you have and you may not be able to return to the plan you were on previously. We do not accept any responsibility for the failure or non-functioning of any Phone Line Service due to incompatibility with our Vodafone Home Broadband and Phone Services or those of another provider.

- 10.3 **Transferring the Agreement.** We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.
- 10.4 **Your number.** When you use your home phone, your number may be shown to the equipment being contacted. Your number will always be shown if you contact 999 or 112. When you join us you will be asked whether you would like to include your details in any directory enquiry service. We do not automatically include your details. You may contact us in order to request any change to your directory-enquiry services at any time during this Agreement.
- 10.5 **Price Guide.** Please consult the Price Guide for additional terms and conditions that also form part of your Agreement with us.
- 10.6 **Changing your broadband technology.** Please note, if you change the means through which you receive your broadband from fibre to the cabinet ("FTTC") to another type of technology, including but not limited to Single Order Generic Ethernet Access ("SOGEA"), fibre to the premises ("FTTP") or fibre to the home ("FTTH") (each of SOGEA, FTTP and FTTH are a "New Technology"), then you will be unable to return to FTTC if you change your mind. We do not accept any responsibility for your inability to return to FTTC when you have switched to a New Technology and any effect that may have on other services you use.

11. CONTACTING US AND COMPLAINTS

- 11.1 We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please contact us on:

Phone: 191 free from a Vodafone mobile, or 08080 034 515 free from any other UK mobile or landline;

Post: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or

Website: www.vodafone.co.uk/vodafone-uk/forms/complaints

- 11.2 If we can't fix your issue, you may ask that the matter is referred to an independent ombudsman under our Customer Complaints Code available on our website or by contacting us. Further information on this complaints process is available on our website at www.vodafone.co.uk/vodafone-uk/forms/complaints

Effective date: 02 July 2024

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