

## **Vodafone Control UK Terms and Conditions**

1. The following terms and conditions of the Vodafone Control UK Tariff (the “Tariff”) are in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunications Service. In the event of any conflict, these terms and conditions shall prevail.

2. The price plan is for a minimum of 18 months, as agreed by the customer via a signed contract, or an e mail/ on-line sales process, or a telephone conversation with a Vodafone agent as the case may be.

3. Customers may use the Tariff to make unlimited calls to

- o National numbers in the Republic of Ireland (including mobile numbers, landline numbers);

- o International calls to the UK (including mobile numbers and landline numbers);

- o Roaming calls while in the UK back to Ireland

- o Roaming Calls while in the UK to other UK numbers (including Mobiles & Landlines).

4. The contract term for this Tariff is for a minimum of 18 months. Customers wishing to cancel their subscription to the Tariff during the contract term will be charged a cancellation charge. This charge will be calculated by multiplying the number of remaining months in contract by the subscriber monthly rental charge plus the customer monthly rental charge. In addition, Vodafone reserves the right to recover any unique investment given to you, the customer, in the form of loyalty credit, free/subsidised hardware or bespoke tariff offering. This investment will be recovered on a pro-rated basis for the months remaining in your contract. Customers may terminate this

contract as set out in the general terms and conditions under which you enjoy access to Vodafone's mobile telecommunications services. At the end of the contract term, this contract will automatically roll-over on a monthly basis until terminated by either the customer or Vodafone upon 28 days' written notice.

5. Calls to certain numbers are excluded from the Tariff. While in Ireland these include: LoCall (1890) numbers, CallSave (1850) numbers, FreeFone (1800) numbers, directory enquiry services, easi-connect and premium rate numbers, WAP, e-trieve, Vodafone mobile ISP numbers, international numbers outside of UK mobiles and landlines and International Directory Enquiries While roaming in the UK the following call types of calls are excluded from the tariff: premium rate numbers, directory enquiry numbers, any use of data, calling international numbers whilst roaming (E.g. roaming in the UK and dialing a mobile number in Spain).

6. When Roaming in the UK the ‘UK’ refers to the operators listed below:

- o O2 UK (Telefónica O2 UK Limited, BT Cellnet)

- o Orange PCS UK

- o T-Mobile UK (One to One)

- o Vodafone UK

- o Hutchison 3G UK

### **It does not include**

- o Isle of Man

- o Jersey

- o Guernsey

7. The Tariff is subject to a fair usage policy, which is defined by as follows:

Type	Monthly Fair usage policy for voice usage
Vodafone Control UK (3-50 Handsets)	100,000 minutes shared across all voice connections on the customer level account

75% of a customer level account minutes must be consumed within the Republic of Ireland. For example if you consume a total of 10,000 minutes across your customer level account in a given month; 75% of 10,000 minutes must be consumed through national or international dialing within the Republic of Ireland. The threshold is set in accordance with the average customer usage and is regularly reviewed to ensure its suitability. If, in the reasonable opinion of Vodafone, your usage is deemed excessive or unreasonable or if more than 25% of minutes are made in the UK, we may ask you to moderate your usage. If, after we have asked you to moderate your usage, you fail to do so, we reserve the right to charge you for the excessive element of your usage; (15c per minute), transfer you to a tariff which does not include unlimited calls or to suspend or terminate your Service provided under this Tariff.

8. Under no circumstance are the types of calls listed below included within the Tariff. All such calls will be charged for at Vodafone's standard rates

- o Calls to or from any Mobile Gateway or 'SIM box' (as described in ComReg Information Notice 15/03)
- o Calls hosted via a 'Prolink'

- o Calls hosted via a Direct Link

9. To be eligible for the Tariff you must have all your voice connections on it. If you combine your voice connections between this Tariff and a different Vodafone tariff (for example Wireless Office Plus) we will either:

- o Migrate all your voice connections onto the price plan to which the majority of your other connections are subscribed. We will notify you of this change by phone or email. If you contact us within 30 days of notification you may choose the price plan to which we migrate your voice connections; or
- o Terminate your voice connections with Vodafone and the appropriate early termination fees will apply.

10. You agree that to be eligible for the Tariff you must have more than three voice connections on the Tariff.

11. It is a condition of the Tariff that the user of each voice connection is your employee. In the event that the user of that voice connection is not your employee, Vodafone reserves the right to migrate the relevant voice connections onto a prepaid price plan. We will notify you of this change by phone or email. If you contact us within 30 days of notification you may choose the price plan to which we migrate your relevant voice connections. Vodafone may from time to time require you to confirm that all your voice connections are used principally by your employees.

12. You agree not to resell, sub-license or attempt to resell, sub-license or otherwise exploit commercially the Tariff, or the Service (as described in the [General Terms and Conditions of the Vodafone Mobile Telecommunications Service](#)) or any part of the Service provided under this Tariff.

13. Customers on the Tariff can choose to tailor it through the addition of unlimited Subscriber Level Add Ons which are solely available with this Tariff. These Add Ons can be added to any number of voice connections on the account. The thresholds set are in accordance with the average customer usage and are regularly reviewed to ensure its suitability.

Add Ons	Monthly fair usage threshold per voice connection
Vodafone Control Unlimited Texts Add On	10,000 texts
Vodafone Control Unlimited International Minutes Add On	5,000 minutes

14. Customers choosing the 'Vodafone Control Unlimited Texts' Add On may use the Add On to send text messages to Vodafone Ireland numbers and other Irish mobile numbers. The Add On cannot be used to send international, value added or premium rate text messages, text messages to fixed lines, or to send text messages while roaming. The Add On is solely for the use of the voice connection subscribed to it and it cannot be shared across multiple voice connections. If your usage is deemed to be excessive or unreasonable, in excess of the threshold outlined in Paragraph 7, Vodafone reserves the right to ask you to moderate your usage. If, after we have asked you to moderate your usage, you fail to do so, we reserve the right to charge you for the excessive element of your usage at a rate of 9c per text.

15. Customers choosing the Vodafone Control UK Unlimited International Minutes Add On may use the Add On to make international calls to international mobile and landline Near, Mid & Far Europe, USA, Canada, Australia & New Zealand at any time. Calls outside of these destinations will be charged at the standard Wireless Office Plus international call charges. The Add On is solely for the use of the voice connection subscribed to it and it cannot be shared across multiple voice connections. If your usage is deemed to be excessive or unreasonable, in excess of the threshold outlined in Paragraph 9, Vodafone reserves the right to ask you to moderate your usage. If, after we have asked you to moderate your usage, you fail to do so, we reserve the right to charge you for the excessive element of your usage at the standard Wireless Office Plus international call charges.

16. Access to Voicemail in the Republic of Ireland and the UK is free. If Voicemail is accessed when roaming (except. UK) it will be charged at a roaming rate of 65c per call. (ex VAT).

17. Customers on the Tariff cannot carry over any remaining minutes or texts to the next month.

18. Customers migrating to the Tariff cannot carry over any remaining minutes or texts from a previous tariff. Customers migrating from the Tariff cannot carry over any remaining minutes or texts to a new tariff.

19. Customers who subscribe to the Tariff will be eligible to be opted into Vodafone Passport . This must be specified at time of connection. For the purposes of roaming, the 'same as home rate' will be 15c ex VAT. Customers who are not opted into Vodafone Passport will be charged at [standard roaming rates](#) for calls and texts.

20. The following chargeable Add Ons will be available to customers who subscribe to the tariff:

- o 1 GB Mobile Internet Add On
- o Windows Mobile 25MB
- o Windows Mobile 50MB
- o [Vodafone Connect Abroad Daily](#)
- o [Vodafone Connect Abroad Monthly](#)
- o [BlackBerry Roaming Add On](#)
- o Vodafone Business Email Enterprise
- o Vodafone Business Email Internet
- o Vodafone BlackBerry Internet
- o Vodafone BlackBerry Enterprise

21. Existing Pay Monthly customers who want to move to the Tariff may have to cancel Add Ons if they are incompatible with the Tariff and Add Ons

22. The Tariff is available to customers with a minimum of 3 and a maximum of 50 subscribers. All subscribers must be on the same customer number in order to avail of this tariff offer.

23. Vodafone reserves the right to withdraw the Tariff either generally or in respect of any particular customer at any time and to vary or amend any element of the tariffs at any time without further notice. These terms and conditions may be varied or amended for any valid commercial, technical or operational reason.

24. For a customer to avail of this tariff they must be registered within the Republic of Ireland with a VAT number.