

Gigabit Broadband

Reviewed: 1 September 2019

Vodafone Gigabit Broadband Terms

"Reviewed 010321"

The following terms and conditions relate to the Vodafone fibre to the building broadband service (the "Gigabit Broadband Service") and apply in addition to and form part of the General Terms and Conditions of Vodafone Fixed Telecommunications and Broadband Services. For the avoidance of doubt the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Vodafone Service. In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services.

Term

1. The Gigabit Broadband Service is subject to a twelve (12) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, the Agreement converts to a rolling one month contract.
2. Either party may terminate this Agreement on the giving of a minimum of thirty (30) days written notice to the other. Where you terminate this Agreement during the Minimum Term, a termination charge will apply as set out in the Tariff Sheet.
3. If you request to add an additional Service to your existing Vodafone account (e.g Broadband Voice or Vodafone TV etc.) you will be entered into a new twelve (12) minimum term contract as specified to you by Vodafone for all services associated with that account from the date of the change.
4. Vodafone may need to access your modem remotely in order to gather diagnostic information about reported issues and to fix any customer issues using firmware upgrades or configuration changes. You agree that Vodafone may carry out such access as is necessary by Vodafone to ensure stability of service.

The

Service

5. From time to time, Vodafone will carry out firmware upgrades or configuration changes to your modem in order to improve the customer experience. Where possible, Vodafone will provide you with advance notice of such upgrades or changes. However, it will not always be possible to provide such notice and you acknowledge that Vodafone may carry out such upgrades or changes without providing any advance notice to you, in certain circumstances.
6. You may be able to use the Gigabit Broadband Service:
a) to upload, email or transmit content; and b) to access content which is branded or provided by others and to acquire goods and services from others. Where such access is provided, Vodafone's role is limited to transmitting content to you and Vodafone does not exercise control over the content, goods or services. Vodafone is not responsible or liable in any way for, and does not endorse, any of this content, goods or services.

7. Vodafone may provide email and/or storage and/or other facilities in association with the Gigabit Broadband Service. You accept that such facilities are not electronic communications services or products and may be subject to additional terms and conditions of third parties. Vodafone does not warrant that such facilities will meet the needs of any customer nor does it guarantee the availability of such facilities.
8. Please note that the services provided by the previous service provider to you, including, without limitation, unused call credit or benefits, tariffs, terms and conditions of use and call management services that applied to your current service will not be transferable or transferred to your Vodafone services. Charges and Payment:
9. Vodafone Gigabit Broadband is charged at the promotional price of €30 per month for first six months and thereafter monthly price is from €55 after first six months
10. The promotional price is available to new Vodafone Gigabit Broadband customers only. The price is available from 11th March until 31st May 2019.

Updated:

Vodafone Gigabit Broadband for new customers is charged at €60 per month for the 12 month contract period. The out of contract price is €80 per month. This price is available from 1st October 2019.- Online exclusive offer for Vodafone Gigabit Broadband for new customers is charged at €55 per month for the 12 month contract period. The out of contract price is €80 per month. This price is available from 1st October 2019.- Existing customers upgrading to Vodafone Gigabit Broadband will be charged €80 per month.

11. All Charges and other payments due to Vodafone shall be paid in full by the Customer by the due date for payment set out in the Vodafone invoice. Where payment of the Charges is not made by the due date, Vodafone may apply a once-off late payment fee as set out in the Tariff Sheet. Vodafone reserves the right to contact the Customer directly through the Services by email, by post or by telephone in relation to overdue payments.
12. You agree that you are liable for any Charges applicable to use of the Vodafone Gigabit Broadband Service at your home whether you or anybody else (with or without your permission) incur those Charges. If you become aware of any unauthorised and/or fraudulent use of the Vodafone Gigabit Broadband Service by someone else, you must notify us as quickly as you can. Please note, if you fail to notify us of any unauthorised use of the Vodafone Gigabit Broadband Service once you become aware, we will not be liable for any losses which you may incur and you may be liable for such Charges.

Service

Limitations

13. You acknowledge that the speeds in respect of the Gigabit Broadband Service as indicated by Vodafone,

may be reduced by contention within the network from time to time and these speeds are not guaranteed. Speeds indicated are line speeds and not data transfer speeds.

14. You acknowledge that the best speeds will always be achieved by connecting a device directly to the modem via the ethernet cable. Wi-Fi speeds will vary based on distance from the modem, the amount of users connected and other electrical devices that may be using the same wireless channel e.g. cordless phones or baby monitors. You acknowledge that by keeping up to date with software, firmware and antivirus updates may also ensure the device will be able to achieve optimum speeds.
15. You acknowledge that speeds achievable and service quality are strictly subject to each customers device and service capabilities.
16. You acknowledge and accept by entering this Agreement, that the Gigabit Broadband Service will not support existing traditional copper delivered telephony/traditional voice line dependent services such as, but not limited to; landline, and in particular calls to the Emergency Services, monitored alarm or panic/assistance button/service, fax line, TV Service using phone line, older TV set top boxes or any other service that relies on the use of a traditional copper circuit switched phone line. For the avoidance of doubt, the Gigabit Broadband Service, in and of itself, does not provide a PSTN service, and does not provide a voice service through which access to emergency services and caller location information is provided.
17. Vodafone does not have any procedures put in place to shape traffic so as to avoid filling or overfilling a network link. However, Vodafone does measure traffic for billing, fair usage monitoring and such that it can take action to enhance your experience of the Gigabit Broadband Service, such interventions will not degrade your experience in any appreciable manner.

Equipment

18. You shall be responsible for use of all equipment in connection with the Gigabit Broadband Service and you agree that access to the Internet is at your own risk and subject to all applicable laws. Vodafone advises all customers to install an appropriate Internet security solution on your own equipment but Vodafone shall have no liability to you for any loss or damage arising from installation, use or non-use of such software. Installation fee of €99 may apply depending on geo location.