

Vodafone PSTN

Vodafone PSTN Terms and Conditions for new or upgrading customers from 20 January 2016

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The following terms and conditions cover your use of the Vodafone Public Switched Telephone Network ('PSTN') Service (the "PSTN Service") for a phone line. These terms apply in addition to and form part of the General Terms and Conditions of Vodafone Fixed Telecommunications and Broadband Services available

on <http://www.vodafone.ie/terms/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.

Definitions

The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

Active Line - means a line which is/may be receiving service from another telecommunications provider.

Agreement - means the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service, these PSTN terms and conditions, the Tariff Sheet (including Vodafone's tariffs for the

Service) as amended from time to time, and the Customer Application Form (including the Customer authorisation) which together constitute a legally binding agreement between you and Vodafone;

TERM

1. The PSTN Service is subject to a twelve (12), eighteen (18) or twenty four (24) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, this 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 the PSTN Service to your existing Vodafone account you will be entered into a new twelve (12), eighteen (18) or twenty four (24) month minimum term contract as specified to you by Vodafone for all services associated with that account from the date of the change.

SERVICE AVAILABILITY

4. The PSTN Service is subject to availability based and is not universally available to all customers.
5. The provision of the PSTN Service shall be subject to the following pre-conditions:
 - o Vodafone must be satisfied, that it is technically feasible to

produce a quality service on your line in all applicable conditions;

- Your line must pass all pre-qualification testing carried out by Vodafone and/or the Access Provider and the line must be capable of activation for the PSTN Service and
6. If any of the pre-conditions in clause 5 above are not satisfied, Vodafone shall be entitled to terminate the Agreement, without liability, immediately by giving notice to you.
 7. Your line must pass all prequalification testing carried out by Vodafone and/or the Access Provider and the line must be capable of activation for the Service at the service delivery address.
 8. You agree to delegate responsibility to Vodafone to act on your behalf in instances where an Active Line is preventing an order from completing. Vodafone will request the release of the line from the current service provider so that Vodafone can provide service to your premises.

THE SERVICE

9. This Agreement, in respect of the PSTN Service, applies in respect of the provision of the PSTN Service for a home phone line. The details of any limits on usage of the PSTN Service are set out in the Tariff Sheet and a fair usage policy applies.
10. Each CAF for the PSTN Service shall be deemed to be in respect of individual telephone lines and not your entire telephone account, unless otherwise

specified in the CAF. You must specify in the CAF each individual telephone line in respect of which you wish to have the PSTN Service provided.

11. You accept and acknowledge that (i) the Access Provider shall bar access to all carrier selection and carrier access codes on telephone lines that have the PSTN Service applied and (ii) override codes are not available for use by the Customer in conjunction with the PSTN Service (i.e. a Customer cannot access another operator's network in making calls through use of a prefix). The Customer accepts that Vodafone shall have no liability for any losses or damages howsoever arising from non-provision of the PSTN Service in the event that such restrictions are not accepted by the Customer.
12. As part of the PSTN Service Vodafone performs agency rebilling of the eircom.net Flat Rate Internet Access service. Should the customer wish to discontinue this service the Customer is responsible for terminating the service directly with eircom.net.
13. Vodafone may monitor the use of PSTN Service for violations of this Agreement. Vodafone may remove or block all communications if Vodafone suspect there has been or shall be a violation of the Agreement, or where Vodafone consider it necessary to protect the PSTN Service or Vodafone, its affiliates, directors, agents, employees or customers from harm.

SERVICE LIMITATIONS

14. You acknowledge that service quality is strictly subject to each customers device and service capabilities.

15. Vodafone will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of the PSTN Service.
16. 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 NGA Broadband Service, such interventions will not degrade your experience in any appreciable manner.

EMERGENCY SERVICES

17. The PSTN Service includes access to emergency services (you should call 112, 911 or 999) free of charge. However, access to emergency services is dependant upon there being access to a power supply and the service will not therefore be available during a power outage. When you dial the emergency numbers, to comply with regulations, Vodafone will forward the installation address details of the calling number to the emergency services.
18. Neither Vodafone nor its officers or employees may be held liable for any claim, damage, or loss, and the Customer hereby waives any and all such claims or causes of action, arising from or relating to accessing emergency services or connected services unless such claims or causes of action arose from gross negligence or wilful misconduct by Vodafone.

VOICEMAIL

19. Voicemail is a value-added service provided to Customer by Vodafone .Voicemails shall be accessible to Customer on their phone by dialling 171 and following the prompts.
20. Voicemails shall be stored for a maximum of 3 months after which they shall be deleted permanently. Customer is advised to store their voicemails in email form where they need them for longer than this 3 month period.
21. Where Customer has not activated their voicemail, they may not be able to access voicemails left in their inbox.
22. Customer will be able to upload and send their own voicemail greetings using the BB Voice Service. The Customer hereby grants Vodafone and Vodafone's agents a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any voicemail greetings uploaded using the BB Voice Services.
23. Vodafone reserve the right to suspend any voicemail account that not has been accessed for a consecutive period of 5 months without prior consent or notification. A suspended voicemail account may be reactivated by contacting customer services or our online resources. In case of a suspension, Vodafone reserve the right to delete the content of a voicemail account at the time of suspension, including any greetings and any saved voicemails.
24. In case a suspended account remains suspended for an additional consecutive period of one (1) month, Vodafone reserve the right to terminate the voicemail account.

EQUIPMENT AND THE NUMBER

25. If the Customer accepts the PSTN Service, Vodafone will allocate a number to your line. The telephone number and any rights in the number belong to Vodafone, subject to the PORTING clauses; you may not sell or agree to transfer the number to any person. For the avoidance of doubt, you shall not own the number allocated to you under the PSTN Service.
26. Vodafone are entitled to change your telephone number or code number or the specification of the PSTN Service for operational reasons but will always endeavour to advise you of this by giving at least 30 days' prior notice.
27. Numbers shall be de-allocated from your account where there is cancellation or lapse of the account.
28. Irish geographic numbers allocated to you which are subsequently de-allocated upon cancellation or lapse of your account, shall be quarantined for 13 months during which time they shall be available to you should you decide to reopen your account. Upon expiration of the 13 month quarantine period, these numbers shall be removed permanently and shall be unavailable for recovery by you.
29. Vodafone does not offer support of any hardware other than approved devices purchased from Vodafone. Where hardware purchased directly from Vodafone is suspected to be faulty, and on the instruction of the Vodafone customer care team, you may return the item at your own expense to Vodafone within 30 days of receipt. Vodafone recommend it be returned

by registered post or similar tracked delivery. Items lost or damaged while being returned to Vodafone are the responsibility of the customer.

30. You are advised that where, in exceptional circumstances, a government authority orders the reallocation or change of a phone number, Vodafone is permitted to change a customer's phone number for the PSTN Service.

FAIR USAGE

31. The PSTN Service is for normal residential use, including any unlimited calling plans.
32. The use of the PSTN Service for telemarketing and the use of auto-diallers in connection with the BB Voice Service is strictly prohibited.
33. Vodafone can suspend or terminate the PSTN Service if Vodafone determine, in our sole discretion that the number of calls or charges for calls made by you indicate that the services are not being used in a manner consistent with normal residential usage or that you are otherwise in violation of this Agreement. Vodafone will make reasonable efforts to contact you before suspending or terminating the PSTN Service but Vodafone are not liable for any loss you may suffer through any suspension covered by this condition.
34. For the avoidance of doubt the fair usage limits per month are as follows:
 - 5,000 local and national call minutes from your landline to another Irish landlines; and

- 1,500 call minutes from your landline to an Irish mobiles, where applicable

35. Exceeding these Fair Usage limits may result in charges being incurred. All usage outside of or exceeding the limits of a Call Plan shall be charged at standard rates viewable at <https://n.vodafone.ie/terms/rates.html>.

CALL PLANS AND CHARGES

36. All Charges and other payments due to Vodafone shall be paid in full by you 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 you directly by email, by post or by telephone in relation to overdue payments.

37. Vodafone shall provide the tariff package specified by you in your CAF in relation to the PSTN Service. The tariff package shall be subject to separate terms and conditions as set out on www.vodafone.ie. You will be liable for any and all charges for calls or usage made while using the PSTN Service.

38. Calls to premium rate numbers (including but not limited to 15XX prefixed numbers) and other 'special numbers' such as directory enquiries and non-geographic numbers (including but not limited to 18XX prefixed numbers - see the Tariff Sheet for details) are excluded from your monthly allowance. Terms and conditions relating to specific add-on tariffs as may be amended from time

to time shall be available on www.vodafone.ie/home/broadband/.

39. Line rental and any applicable equipment rental charges shall be paid monthly in advance.

40. You may change from your current tariff plan to another tariff plan upon giving a minimum of thirty (30) days' notice of intention to change and only after the conclusion of the Minimum Term and where, at the time of requesting or effecting the change, Customer does not have unpaid amounts owing.

PORTING

41. Porting enables a customer to retain their previous phone number when they move to another network operator or telecoms provider. By completing the CAF, where porting is requested, you warrant and represent that you accept the terms contained therein, have provided accurate information and that you are the person authorised to instruct Vodafone to port the number.

42. You acknowledge that:

- The request will terminate service with the existing telephony provider and
- Only the number specified will be moved and
- It shall be your responsibility to ensure that they give sufficient notice of termination of any agreement with any previous service provider, subject to the terms and conditions of that agreement;

- It shall be your responsibility to ensure that all information provided in the CAF is complete and correct. The port request may be rejected if any information provided is inaccurate, incomplete or misleading;
- The services provided by the previous service provider to you, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to your service will not be transferable or transferred to your Vodafone services. Please note that your call management services which exist with your current provider shall be transferred over to your Vodafone Services. These particular ancillary services shall be transferred over to your Vodafone Service and if you wish to change this, please contact Vodafone at 1907.
- Contractual and other obligations, charges and costs due to the previous service provider will remain due and owing and shall be subject to settlement by you with the previous service provider in accordance with the terms and conditions applying to the provision of that service; and, in the case of telephony numbers, the previous service provider may decline to proceed with the port in the event that there is a debt on

the account i.e. account is barred or suspended; and

43. The process will be deemed to commence on the date of signing and submission of the CAF and it may not be possible to reverse the process once it has started.
44. Where the signatory is not the person legally entitled to request Vodafone to move the number or a person or entity authorised to complete the CAF or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the number.
45. Vodafone may refuse to process your instructions if:
 - information provided by you is incorrect or misleading;
 - The information provided in relation to the number is not compatible with information held by the previous service provider;
46. Vodafone shall endeavour to comply with criteria established by ComReg in respect of number porting but does not warrant or represent that the number port will be completed within a particular timeframe. There may be a period where no services are available, from either the previous service provider or from Vodafone.
47. In respect of a 'port out' request where you wish to move your number from Vodafone to another provider, you are requested to ensure that there are no payments outstanding on their account before they arrange for a port

out request to be submitted in respect of any number.

DIRECTORY ENQUIRES

48. Vodafone does not provide a telephone directory service. Vodafone may make your name, address and telephone number available to the emergency services and to any other licensed public telecommunications operators for the purpose of telephone directories and a public directory enquires service. You must notify us, in writing, should you wish any such information to be withheld or if you wish to opt out of the National Directory Database (NDD) and if this is your wish then we shall only disclose such information if and to the extent that we are legally required to do so.
49. Third parties are allowed to use the NDD for direct marketing. Upon your request Vodafone can request the operator of the NDD to place an indicator next to your NDD entry advising third parties that you do not wish for your details to be used for this purpose.
50. Vodafone do not accept any liability whatsoever for a failure by any other operator to whom Vodafone provide such information to comply with any listing request that you may make to Vodafone or to that operator.