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**Network Services Agreement RM1045
Framework Schedule 4
(Template Order Form and Template Call Off Terms) Part 1a**

Direct Award Order Form

This Order Form must be used to place a Direct Award under the Network Services Agreement

Before completing this Order Form, please refer to the guidance provided (**How to complete a direct award order form**) which is available from the Crown Commercial Service (CCS) website on the agreement web page: <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>

Order Form completion

The Order Form consists of the following sections, please complete as follows:

Section A – General information

The Customer must complete this section for all Orders.

Section B – Direct Award information

The Customer must complete this section for all Orders.

Section C – Location details/requirements

The Customer must complete this section for all Orders.

Section D – Call Off Contract award (Direct Award)

The Customer must complete and sign this section for all Orders before sending the Order Form to the Supplier.

The Supplier must complete the grey boxes in this section and return a copy of the Order Form to the Customer. The Supplier may sign as acknowledgement of receipt of the Order.

DocuSigned by:

Frameworks

F9CA00ED2018476

12 November 2018 | 15:06 GMT



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Section A General information

This Order Form is issued in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

For a Direct Award the following appendices may apply to the Call Off Contract:

Appendix 1 - Testing

Annex 2 Test Certificate

Annex 3 Satisfaction Certificate

- to be completed by both Parties as required throughout the life of the Call Off Contract, where testing has been requested in section B of this Order Form.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 4

Appendix 2 - Variation Form

- to be used, if required, by both Parties throughout the life of the Call Off Contract.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 12

The Call Off Terms that will apply to the Call Off Contract are as specified in the Direct Award and Short Form Further Competition Call Off Terms (Framework Schedule 4, part 2).

Customer details

Customer Organisation name

Secretary of State for Environment, Food and Rural Affairs

Customer billing address

Your organisation's billing address, please ensure you include a postcode
Nobel House, 17 Smith Square, Westminster, London, SW1P3JR

Customer Representative:

The name of your point of contact for this requirement

Customer Representative contact details

Please provide full address details, email address and telephone number

Address: Nobel House, 17 Smith Square, London, SW1P 3JR. [REDACTED]

Supplier details

Supplier name

The Supplier organisation name. Call Off Contracts must be awarded to the Supplier name as it appears in the Supplier Framework Agreement.

These are available on the agreement webpage, <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>. Please see the documents tab, and refer to Suppliers by lot.

Vodafone Limited (Company Number: 1471587)

Supplier address

The Supplier's registered address, please see the documents tab on the agreement webpage and refer to Suppliers by lot.

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>.

Vodafone House, The Connection, Newbury, RG142FN



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Section B Direct Award information

Customer Order reference number

Please provide a unique reference for this Call Off Contract.

N/A

Service Offer reference

The item number/s for the Service Offer/s (called Supplier item ID in the Catalogue Publication Portal) this can be confirmed by the Supplier if required.

RM1045-L06-SSO#59

Description of Services required

Please provide a description of Services required to enable the Supplier to ensure that the requirement is fully provided by the Service Offer selected. Please ensure all required options are listed.

Where additional Testing or Testing as an option is required, please ensure these requirements are clearly listed.

Please provide details of quantity required where this is relevant.

- 2,117 x Public Sector Inclusive Value Voice only 24 months
- 9,738 x Public Sector Inclusive Value Voice+Public Sector Pooler (250MB) 24 months
- 819 x Public Sector VONE-C Data Share Voice only 24 months
- 4,302 x Public Sector VONE-C Data Share (250MB) 24 months * see note
- 7,452 x Public Sector Mobile Broadband (1GB) 24 months
- 1 x 3000GB Additional Data for VONE-C Data Sharer 24 months
- 1 x 7000GB Additional Data for Public Sector Pooler 24 months
- Offsite Customer Services Advisor

* The information above details the initial numbers and Inclusive UK Data being provided. In the event of a conflict between the information in the order form and the SSO, the information in the order form prevails.

- The mobile data allowances will be provided by a Data Sharer for the VONE-C mobile users and a Public Sector Sharer pool for the standard mobile users. This will enable the aggregation and sharing of the mobile data at an individual sharer level rather than per CTN. There will be a monthly reconciliation of the total mobile data usage across the two Data Sharer pools and the Customer will only be required to pay for excess mobile data used above the agreed allowances where they exceed the total mobile data allowance across the two Data Sharer pools in the previous month.

Lot or Lots covered by this requirement

Lot 6

Call Off Commencement Date

The Call Off Commencement Date is the date of dispatch of this signed Order Form. This date can be found in section D of this Order Form.

Call Off Initial Period

Any period in months, up to the maximum Call Off Initial Period of **36 Months**
24 Months

Call Off Extension Period

The maximum Call Off Extension Period is **24 Months**
2 x 12 months (24 month total)

Last price paid

Please provide the expenditure in the last full financial year by your organisation covering the services being replaced by this Call Off Contract (if applicable).

Please provide any relevant details to explain the figure.

N/A

Implementation Plan required?

A draft Implementation Plan will form part of the Service Offer, if you require the Supplier to provide a plan based on this draft, please select. See clause 6 of the Call Off Terms



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Yes No

Testing

Testing may be included in a Service Offer.

Options for additional Testing, or Testing as an option, may also be described in a Service Offer.

Please indicate if you require any of the described Testing options. These must be included in your 'Description of Services required' section of this form.

If testing is required the forms attached at appendix 1 (Call Off Schedule 4) will be used by both Parties throughout the life of the Call Off Contract.

Testing options are required

Testing options are not required

Service Maintenance Level (SML) required

The Supplier's Service Offer will have a default Service Maintenance Level, options for other SMLs may be available and will be described in the Service Offer. Where options are provided, please indicate the required level. See clause 10 of the Call Off Terms and Schedule 6 of the Call Off Terms.

Service Maintenance Level 1.

Charges

These will either appear as an item price or will be derived from the Price Card attached to the Service Offer. Please note that if a Service Offer is indicated as 'free' this is due to the functionality of the software of the Catalogue Publication Portal. You must identify the relevant options and costs from the Price Card attached.



The Charges set out in this Order Form are based on and subject to the Customer receiving the Services for the Call Off Initial Period, and achieving the Minimum Spend by the expiry of the Call Off Initial Period, therefore:

Call Off Initial Period Minimum Spend commitments.

1. Minimum Spend: £2,252,064
2. **Early Termination Payment:** Where this Order Form or the Service is terminated in accordance with the NSF Terms and Conditions prior to expiry of the Call Off Initial Period, Customer shall pay to Supplier a lump sum Termination Payment calculated as the greater of:
 - a. (Minimum Spend for terminated Service(s) / Call Off Initial Period (expressed in months)) X Number of months (whether whole or part) remaining in Call Off Initial Period after date of termination; and
 - b. Minimum Spend – Actual Spend
3. **Failure to achieve Minimum Spend:** Customer agrees that if the Minimum Spend is not achieved before the expiry or termination of the Call Off Initial Period, Customer shall pay to Supplier the amount of Minimum Spend that has not been achieved by the expiry or termination date of the Call Off Initial Period within 30 days of such date.
4. In relation to RM1045-Lot 6-SSO#59, references to a Term per connection commitment and corresponding Termination charges shall be removed and replaced with the principals of Minimum Spend, minimum period and Termination Payments (Early Termination Payment and Failure to achieve Minimum Spend)



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The following new definitions shall be included:

<i>Minimum Spend</i>	<i>is the sum of money set out in this Order Form which is the amount the Parties have agreed the Customer shall pay in Service Charges during the Call Off Initial Period for Services provided in accordance with this Order Form.</i>
<i>Actual Spend:</i>	<i>means the aggregate amount of Charges (less any fees for Equipment paid for by Equipment credit, Equipment airtime credit or cash bonus and less any credits or rebates applied to the account) incurred and paid by Customer in respect of the Services to which the Minimum Spend relates in the relevant Call Off Initial Period.</i>

5. When the Customer achieves the Minimum Revenue Spend the Customer shall have the right to Exit the Contract without penalty.
6. All charges associated to both voice and data tariffs paid by the Customer pursuant to this Call Off Contract shall contribute to the Customer's achievement of the Minimum Spend set out in this Order Form. For the avoidance of doubt, Offsite Customer Services Advisor Billing Advisor and other Service Management Support Charges, accessory costs, hardware including device costs and VAT do not contribute to the Minimum Spend.
7. The Customer may terminate individual connections and services at any point without any early termination charges subject to meeting the overall Minimum Spend in this Order Form.
8. For the avoidance of doubt, the Customer shall be entitled to terminate the Services provided under this Order Form without paying an Early Termination Payment after having met the Minimum Spend.
9. Notwithstanding Clause 23.1 (Benchmarking) of the Call Off Terms the Parties agree that:
 - a. Subject to b, c and d below, Call Off Schedule 14 (Benchmarking) shall apply to this Call Off Contract;
 - b. any Benchmarking Review shall apply to all of the Services including the standard mobile services and the VONE-C mobile services under this Call Off Contract; and
 - c. any Benchmarking Review shall take into account the full scope and quantity of the Services provided under this Call Off Contract as a whole and not in part.
 - d. Any change to the Charges agreed in accordance with Call Off Schedule 14 (Benchmarking) shall not reduce the Minimum Spend or affect the Customer's obligation to achieve the Minimum Spend.

Total contract value

Please provide the total contract value.
£2,378,064.00

Scots Law required?

Tick as required.
See Call Off Schedule 13, clause 2.1.1
Yes No

Northern Ireland Law required?

Tick as required.
See Call Off Schedule 13, clause 2.1.2
Yes No

Non-Crown Body?

Please indicate if you are a Crown or non-Crown Body.
See Call Off Schedule 13, clause 2.1.3
Crown Body Non-Crown Body

Non FOIA Public Body?

Please indicate if you are an FOIA Public Body or non-FOIA Public Body. See Call Off Schedule 13, clause 2.1.4
FOIA Public Body Non FOIA Public Body

Dispute Resolution – role

Please provide details of the role within your organisation (if different from the contact provided in section A of this form) that would deal with Disputes.

Dispute Resolution - arbitration

The default location for arbitration under this framework is London. If you wish to identify a more convenient location (for you and the Supplier) you are able to do so.



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See Call Off Schedule 11, clause 3.1 for details.
N/A

See Call Off Schedule 11, clause 6.4.6
N/A



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Section D Call Off Contract award (Direct Award)

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

Unique Call Off Contract identifier

A unique Order reference number provided by the Supplier for this Call Off Contract.

RM1045-1270

Supplier Representative

The name of the Supplier point of contact for this requirement

[REDACTED]

Supplier's Representative

The contact details of the Supplier's representative
Vodafone House, The Connection, Newbury, RG14 2FN

[REDACTED] [REDACTED]

Dispute Resolution - Supplier

Please provide details of the role within your organisation that would deal with Disputes (if different from the contact given above). See Call Off Schedule 11, clause 3.1 for details.

N/A

Call Off Contract Commencement Date

The commencement date of the Call Off Contract will be the date of dispatch of this signed Order Form by the Customer to the successful Supplier in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

SIGNATURES

For and on behalf of the Customer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date of dispatch	1 November 2018

Please note that if an Order Form is sent to a supplier by post, the postal address provided on the agreement webpage <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045> should be used.

Please see the documents tab, and refer to Suppliers by lot. This document also provides an email address for each supplier.

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	12 November 2018 15:14 GMT



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Direct Award Order Form
Appendix 1

CALL OFF SCHEDULE 4: TESTING

ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]
From: [insert name of Customer]
[insert Date dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

Deliverables:

[Guidance Note to Customer: Insert description of the relevant Deliverables/Milestones]

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that all of Deliverables listed above have been tested successfully in accordance with the Testing Strategy Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to paragraph 13.1 of Call Off Schedule 4 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[*Guidance Note: delete as appropriate]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]



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CALL OFF SCHEDULE 4: TESTING

ANNEX 3: SATISFACTION CERTIFICATE

To: [insert name of Supplier]
From: [insert name of Customer]
[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestone:

[Guidance Note to Customer: Insert description of the relevant Milestones]

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Testing Strategy Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

[OR]

[This Satisfaction Certificate is granted pursuant to paragraph 13.1 of Call Off Schedule 4 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)]*

[*Guidance Note: delete as appropriate]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]



CALL OFF SCHEDULE 12: VARIATION FORM

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.

3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address



Network Services

LOT 6- MOBILE VOICE & DATA SERVICES

Vodafone Public Sector Mobile Price Plans

SERVICE OFFER

Service Offer Reference No: RM1045-L06-SSO#59

Service Offer Type: STANDARD

Lot(s): 6

Effective Date: 01/11/2018

Expiry Date: 01/12/2018

Contents;

1. Service Description
 2. Conditions on Customer
 3. Outline Implementation Plan
 4. Service Level Agreement
 5. Core Components Price card
- Appendix 1 – Service Specific Terms



1. Service Description

Whether you are looking to mobilise your work force or transform the way you work across your organisation, Vodafone can help you drive better ways of working, control costs and unlock efficiency savings.

Our mobile price plans are designed so you benefit from a range of value options packaged together to suit your priorities and usage requirements. Extra options are available to further enhance your customer experience.

Core Component

- The ability for a user to make and receive telephone calls and/or send and receive data from a compatible hand held mobile device using the Vodafone mobile network (the "Service").
- Provision of an appropriate SIM card for a user's compatible mobile device, under one of the price plan options set out in this SSO. The three available price plan type options for core components comprise:

Price Plan Type Options	Included in Value Variant
<p>Vodafone Public Sector Inclusive + Data Pooling A worry free price plan, providing inclusive of minutes and texts (subject to Fair Usage) and a choice of data allowances.</p> <p>See page 10 for more detailed information and specific pricing.</p>	<ul style="list-style-type: none"> • Inclusive Minutes and Texts (Subject to Fair Usage) • Public Sector Traveller • Access to UK Data Capping • Access to Public Sector Data Pooling
<p>Vodafone Public Sector Inclusive + Data Sharer A worry free price plan, providing inclusive of minutes and texts (subject to Fair Usage) and a choice of data allowances.</p> <p>See page 11 for more detailed information and specific pricing.</p>	<ul style="list-style-type: none"> • Inclusive Minutes and Texts (Subject to Fair Usage) • Public Sector Traveller • Access to UK Data Capping • Access to Public Sector Data Sharer
<p>Vodafone Public Sector Mobile Broadband A data only price plan, all you need to connect your tablets, dongles and laptops.</p> <p>See Page 12 for more detailed information and specific pricing.</p>	<ul style="list-style-type: none"> • Public Sector Traveller • Access to UK Data Capping • Access to Public Sector Sharer

Supplementary Components: Optional Extras

Additional to the Core Component of this Service Offer, Vodafone offer a range of additional services as Supplementary Components. Optional Extras:

Offsite Customer Services Advisor is incorporated into all Options under this Service Offer. See page 22 for more details.

UK Data Capping is available to add on to all price plans which include data, putting you in control of your organisation's spend. UK Data capping ensures that your users cannot exceed their allocated data allowance and if more data is required, a data bundle can be purchased or user moved to a price plan with more data.

Data Bundles can be added to all users on a price plan which includes data. See page 18 & 19 for available Data Bundles.

Apple Device Enrolment is available free of charge. See Appendix 1, section 13 for more details

Wi-Fi Calling is available as an additional service. See page 23 for more details. Your Vodafone account team can supply you with the latest device price list and discuss any additional options or requirements you may have.



Vodafone Enterprise Spend Manager: Customers contracting against the **Vodafone Public Sector Inclusive + Data Pooling** will have the option to set and manage a monthly usage limit to control out of bundle Charges on each Connection. This limit will apply to Charges and Services (for example any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Customers plan.

Further terms and details on how Enterprise Spend Manager operates are available at vodafone.co.uk/terms

Why Vodafone?

Vodafone is the UK's #1 network for voice*

Our UK 4G Population coverage is 96.4% and in London 99.91% as reviewed in November 2016. Vodafone offers 4G in more than 900 (907 in Nov 2016) cities & towns with populations of more than 10,000. We cover harder to reach places too, making WIFI available in 150 London tube stations and Our Rural Open Sure Signal is connecting rural communities in natural coverage 'not-spots'.

**As independently tested by P3 Connect. Four major UK networks tested 21.09 - 04.10.2016
Vodafone is the UK's #1 network for voice: The "BEST IN TEST" seal is awarded by P3 Connect. P3's annual testing reflects the results of network performance assessed independently between 21 September and 4 October 2016, where four operators were tested in England, Scotland, Wales and Northern Ireland. Coverage may vary. For verification see vodafone.co.uk/network*



2. Conditions on the Customer

This Service Offer is subject to the following conditions on the Customer:

ENVIRONMENT

The Customer shall:

- Make available, or purchase from Vodafone, compatible unlocked devices suitable for use with the Service;
- Comply with the service terms set out in Appendix 1 of this Service Offer.
- Where there is a requirement for Mobile Data Services make available, or purchase from Vodafone, compatible unlocked devices suitable for use with the Mobile Data Network at 2G, 3G and / or 4G;
- Appropriately configure its equipment to enable consumption of the Service;
- Maintain its own equipment in line with manufacturer guidance and in good working order to enable it to interoperate with the Services;

PROCESS, CHANGE, SERVICE

The Customer shall:

- Approve changes to the Service in a timely manner where reasonably required;
- Agree to change or outage windows in relation to the Service where reasonably required.

GOVERNANCE

At time of ordering the Customer shall:

- Provide full details of the Services required to enable validation of the order details to include but not limited to:
 - Number of end users;
 - Details of average call usage and profile;
 - Indication of Data Users (if not stated the service will be configured as Voice Only);
 - Provide the Porting Authorisation Codes (PAC) if the Customer is transferring existing mobile numbers to Vodafone;
 - Specify the users/devices that Mobile Data should be enabled for, if required, or if required after the service has gone live, provide 30 Working Days' notice prior to the required activation date.
 - Provide details of (a) its proposed monthly average usage to the Inclusive Call Types and (b) the percentage split between the different voice and text call types to the Vodafone account manager and agree the Agreed Average Usage and Call Profile (as detailed in section 9 of Appendix 1 herein).
- To enable provision of the Service the Customer shall provide details to facilitate the delivery of any Mobile devices by Vodafone as follows:
 - Delivery contact name; contact telephone and email contact address; and
 - Delivery address including: room name or room number, building floor, building name or number, street name, locality town or city name, post code. To support provision of the Service the Customer shall:
 - Provide Vodafone with access to appropriately skilled members of their own staff where reasonably required;
 - Provide such information that Vodafone reasonably requests and requires to provide the Service, provided that such information shall be available to the Customer and shall be authorised for release by the Customer; and
 - Own and manage their resources, activities and deliverables that may be required to support Vodafone's deliverables.
 - Any other reasonable instructions as provided by Vodafone to Customer to enable the provision of the Services.
- The Customer shall provide full details to enable billing of the Service including:
 - Billing contact name, telephone and email contact details;
 - Purchase order references;
 - Billing entity/company name;
 - Billing address;
 - VAT Registration Number



PUBLIC SECTOR SHARER and Vodafone Public Sector Inclusive Value + Data Pooling

- The Group must have a minimum connection volume of 24,428 CTNs



3. Outline Implementation Plan

Included as part of the Charges under this Service Offer, Vodafone provides a comprehensive service, moving with you from the Call Off Commencement Date to your first bill.

Our outline Implementation Plan features the following key components:

- With your Account Manager we agree on a scope document containing an outline of the changes being implemented under the new Call Off Contract.
- With a representative from your organization, we will have a call to discuss next steps
- Following the call, and our analysis of your existing services we will formulate a draft Implementation Plan for your agreement.
- The implementation plan will include billing structure, account setup & invoicing.
- We will agree a target migration or implementation date and manage all the intermediate activities supporting it.
- We will ensure that your online access (via the Vodafone Corporate Online (VCO) portal) is working as you go live.



4. Service Level Agreement

For the purposes of this Service Level:

- (a) The provisions of this Service Level Agreement are compliant with and supplementary to Service Maintenance Level 1 as set out in Schedule 6 of the Call Off Terms.
- (b) Service Credits are not offered in respect of the Services provided under this SSO.

Definitions	
Available Services	The Services available from particular Helpdesks.
Customer Management Centre	The call centre operated by Vodafone to provide support to all of its customers.
Call Abandonment	Calls made by the Customer but which the Customer abandons after waiting for a response for 15 seconds or more.
Contact Number(s)	The telephone numbers required to contact the Helpdesks.
Customer Services Helpdesk	The call centre operated by Vodafone to provide support services to the Customer.
Helpdesk(s)	The Customer Services Helpdesk or Customer Management Centre.
Operating Hours	The hours during which the Helpdesks and/or the VCO are available as set out in the table below.
VCO	Vodafone Corporate Online, the online portal provided by Vodafone used by the Customer to place orders for additional Services and / or changes to existing Services.
Working Hours	The hours between 8.00am and 6.00pm on each Working Day.

Ordering

The Customer shall endeavour to place all orders via VCO. Orders placed via VCO are visible online, and are therefore deemed to be accepted at time of entry.

In measuring the Service Level obligations set out in this SSO, orders received after 3pm shall be deemed to have been received on the next Working Day.

Dispatch

Service Level: Orders placed via VCO - Vodafone shall dispatch 100% of Equipment ordered via VCO, on the day of order confirmation.

Service Level: Orders placed via email - Vodafone shall dispatch 95% of Equipment ordered via email, within 24 Working Hours from the time of order confirmation.

In the event that the Customer places orders for more than 100 items in a single Working Day, then Vodafone shall be entitled to extend the dispatch times set out above.

All orders and dispatch times are subject to stock availability.

Customer Contact Management

The Customer Services Helpdesk shall be available to the Customer during Operating Hours to provide the Available Services.

Outside of Operating Hours for the Customer Services Helpdesk, the Customer calls shall be automatically re-routed to the Customer Management Centre.

The Customer shall only contact a Helpdesk via the relevant Contact Numbers as notified to the Customer by Vodafone following the Call Off Commencement Date.



Customer Contact Management

Operating Hours	Helpdesk / Platform	Available Services
8:00am – 6:00pm on Working Days	Customer Services Helpdesk	All Corporate Customer care services. General enquiries including lost/stolen phones. Technical support for the Services including incidents and queries.
At all other times not set out above	Customer Management Centre	Reporting lost/stolen phones (including barring of service) Service incidents.
7:30am – 10:30pm Monday – Friday	Vodafone Corporate Online (VCO)	Orders Recoveries Installation requests Barring Change of user details

Service Level: Working Day

Voice Service Level: For Customer calls to the Customer Services Helpdesk within Working Hours, Vodafone shall (in addition to the corresponding Service Level set out in Call Off Schedule 6) answer such calls as follows: 80% of the calls within 20 seconds, and the rate of Call Abandonment shall be no more than 5%.

The applicable Vodafone service team shall respond to Customer emails within 48 hours measured on Working Days only.



5. Core Components Price Card

All charges are exclusive of VAT.

The below tables outline the available price plans and their applicable minimum term per connection commitment for Core Components.

There are three types of price plan to choose from;

- Vodafone Public Sector Inclusive + Data Pooling
- Vodafone Public Sector Inclusive + Data Sharing
- Vodafone Public Sector Mobile Broadband

The below price cards will highlight the features and pricing for each.

Note: that the price plans within this SSO do not benefit from Equipment Credit.



Vodafone Public Sector Inclusive Value + Data Pooling

What's included?

UK Calls and Texts

Calls to standard UK Landlines (starting 01, 02, 03), mobiles and standard UK text messages made or sent (as applicable) from and to the UK are included as part of the price Plan (*subject to Fair Usage, see terms for more detail*).

All other call types on the Inclusive price plan shall be charged at the out of bundle rate set out in this price card.

UK Data Capping

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available in the Price Card.

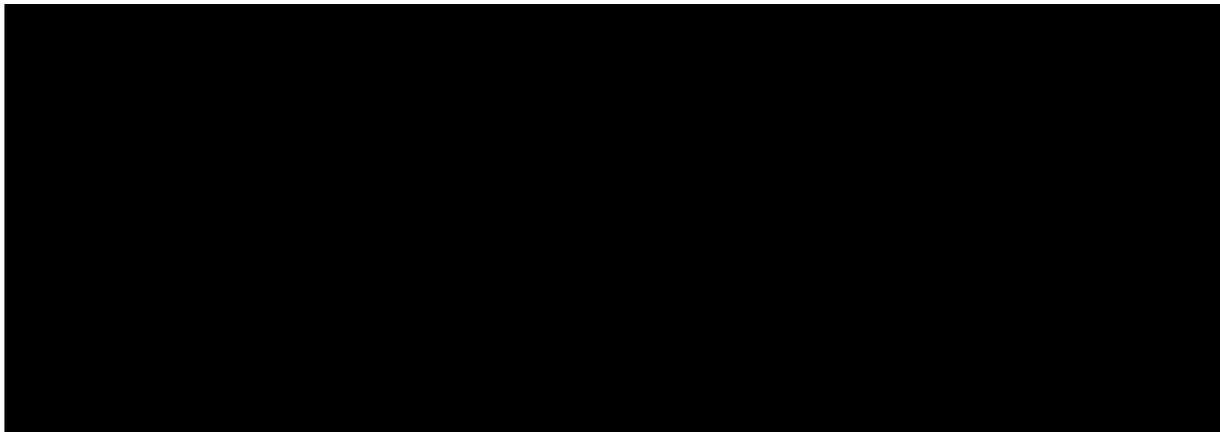
Public Sector Data Pooling

All connections who have chosen to opt in will share their UK data allowances, plus any Opt in Options internet packs, in a pool ('Data Pool'). Connections on a 'voice only' price plan (without an allocation of data) will not be able to opt in.

Public Sector Traveller

Included in all price plans, customers will be able to benefit from their UK Calls, Texts and Data bundles, as well as their home out of bundle rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available in the Price Card.

The following price plans are subject to a minimum 24-month term:



**Subject to a daily charge, from page 15 – Travelling and using devices abroad, Vodafone Public Sector Traveller for more detail.*



Vodafone Public Sector Inclusive Value + Data Sharer

What's included?

UK Calls and Texts

Calls to standard UK Landlines (starting 01, 02, 03), mobiles and standard UK text messages made or sent (as applicable) from and to the UK are included as part of the price Plan (*subject to Fair Usage, see terms for more detail*).

All other call types on the Inclusive price plan shall be charged at the out of bundle rate set out in this price card.

UK Data Capping

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available in the Price Card.

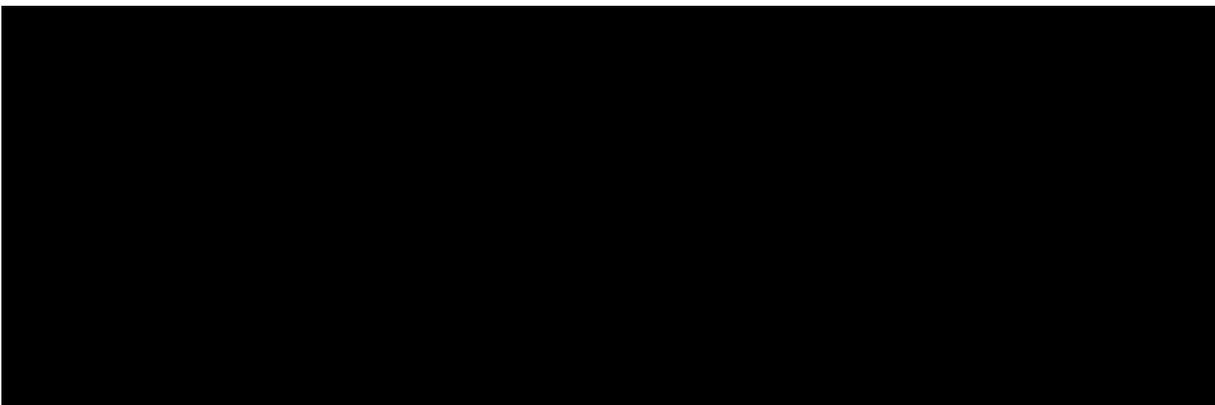
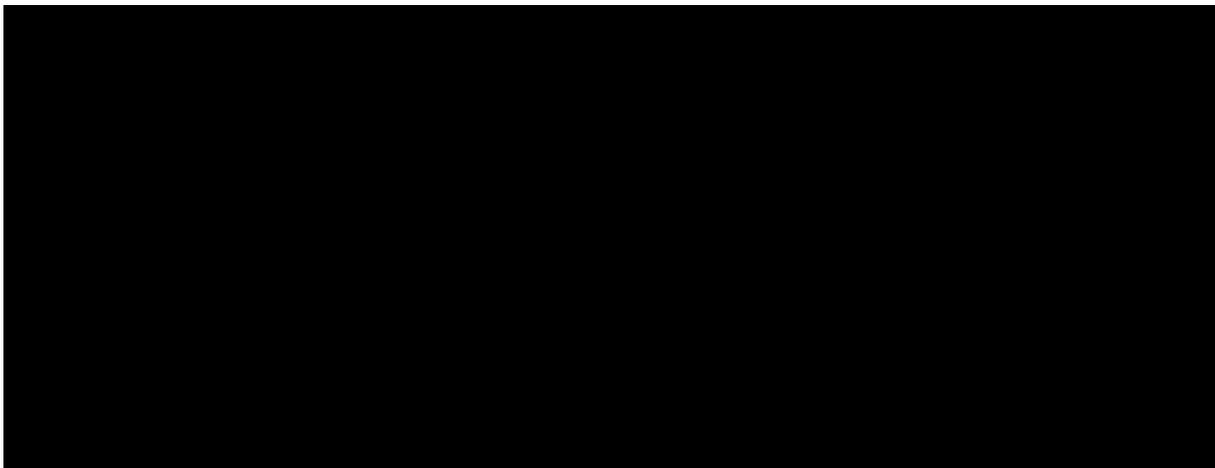
Public Sector Data Sharer

Vodafone Data Sharer allows a single data bundle to be shared between multiple Connections within a group. The group is composed of a lead Connection ("Parent") linking other user Connections (the "Group").

Public Sector Traveller

Included in all price plans, customers will be able to benefit from their UK Calls, Texts and Data bundles, as well as their home out of bundle rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available in the Price Card.

The following price plans are subject to a minimum 24-month term:





* Each Data Sharer will have an average of 1GB

Vodafone Public Sector Mobile Broadband

What's included?

UK Data Capping

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available later in the Price Card.

Public Sector Data Pooling

All connections who have chosen to opt in will share their UK data allowances, plus any Opt in Options internet packs, in a pool ('Data Pool'). Connections on a 'voice only' price plan (without an allocation of data) will not be able to opt in.

Public

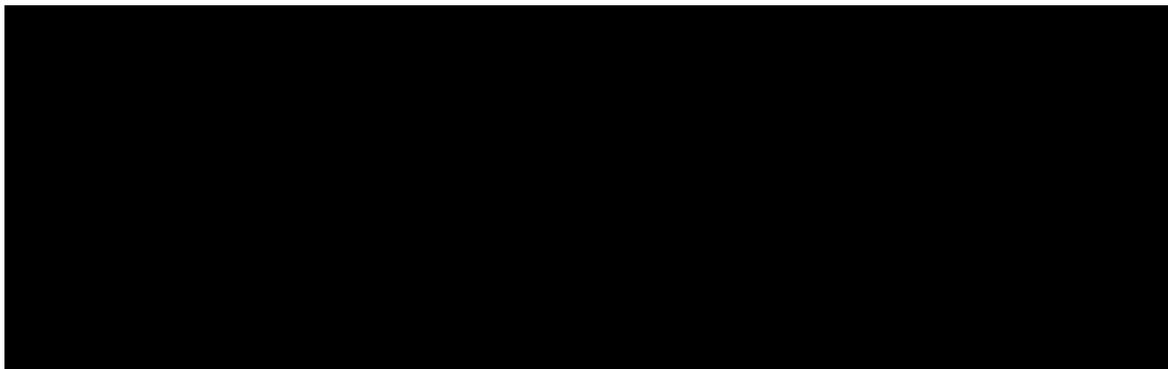
Sector

Traveller

Included in all price plans, customer will be able to benefit from their Data bundles and rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available later in the Price Card.

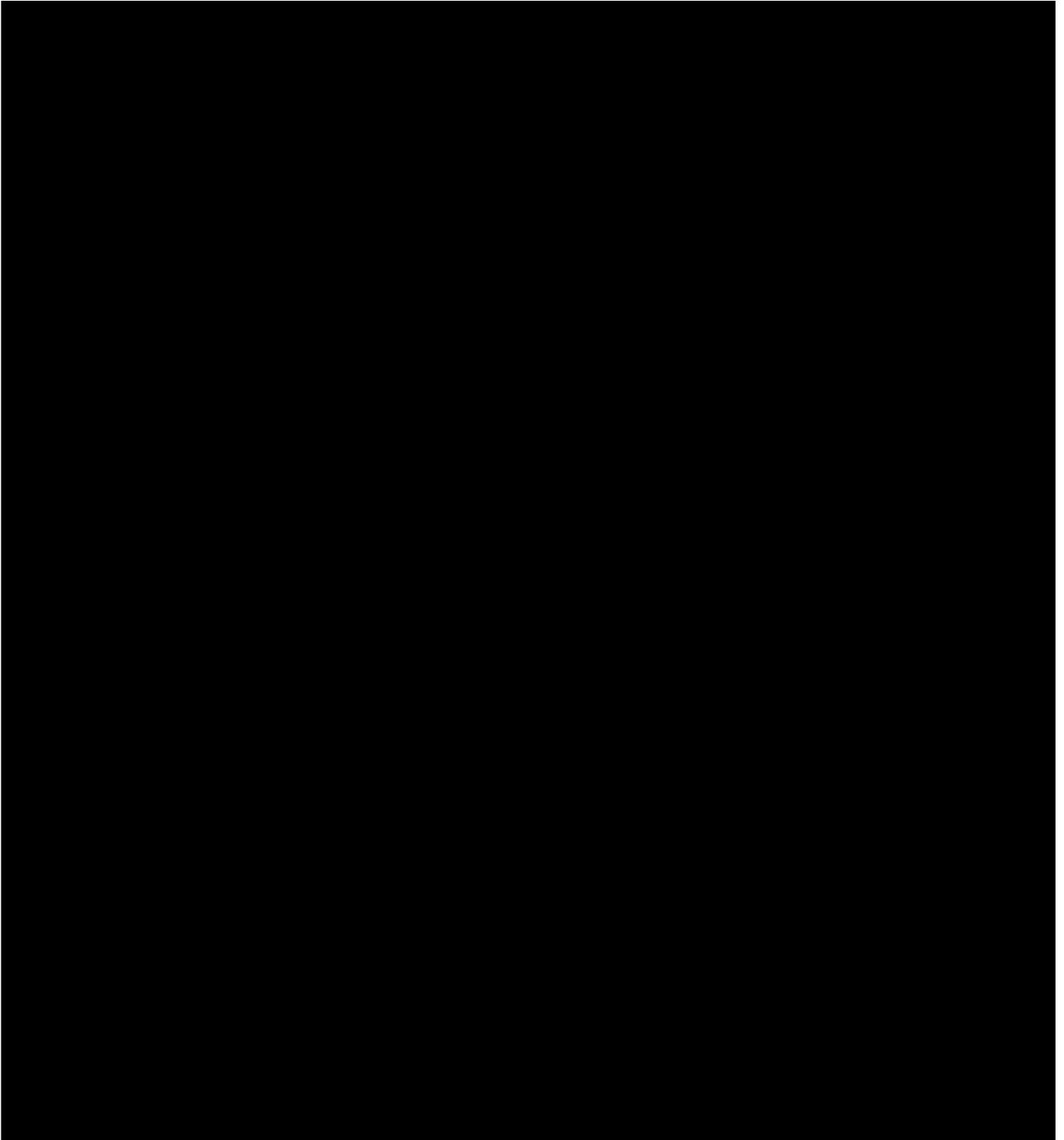
Vodafone Public Sector Mobile Broadband Value Price Plans

The following price plans are subject to a minimum 24-month term:



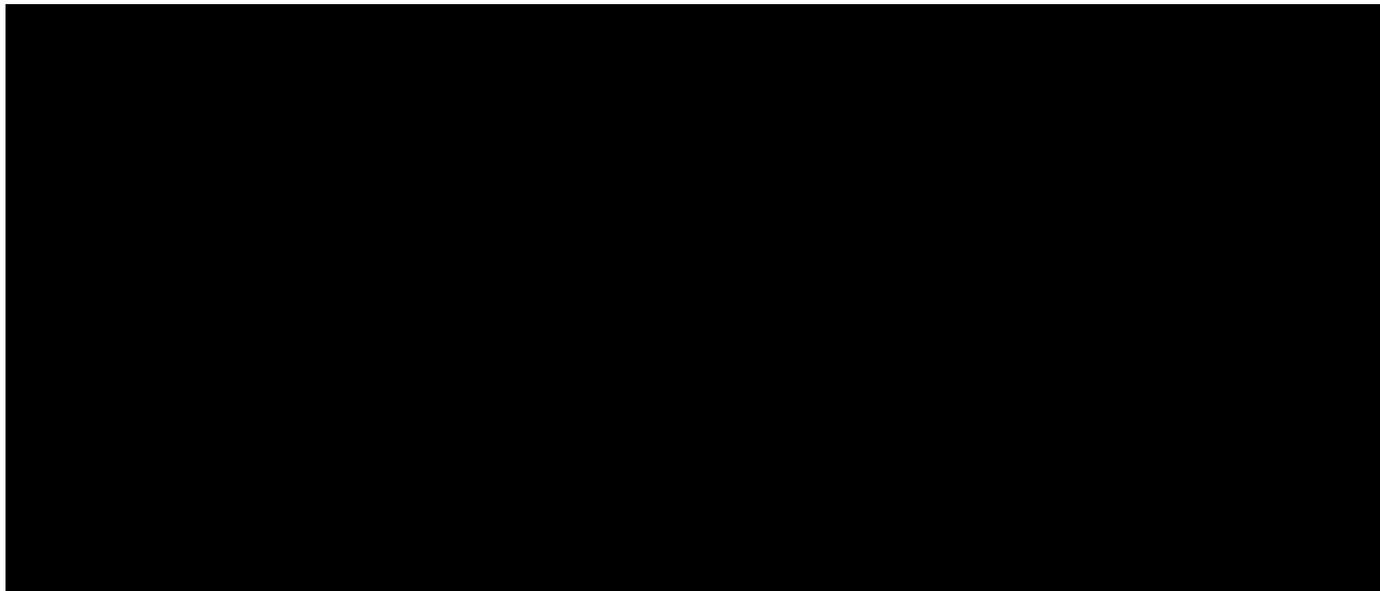


Voice calls and messaging from the UK



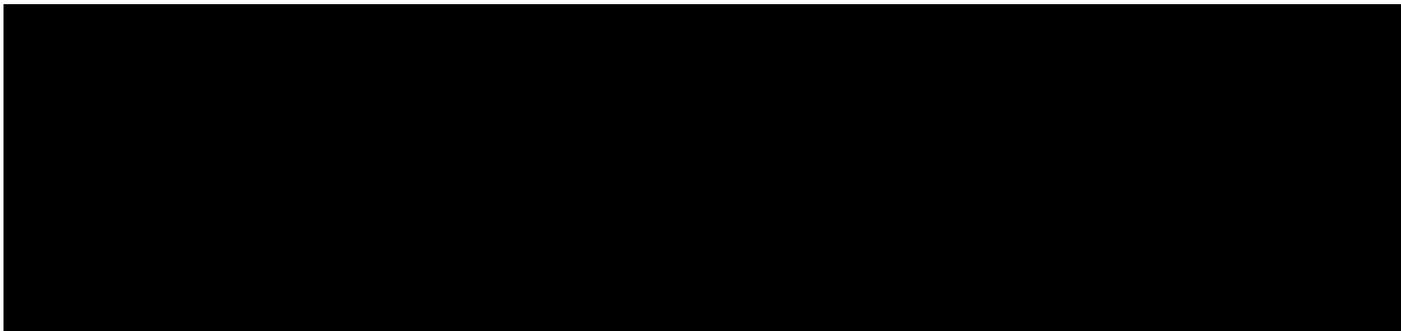


Vodafone Public Sector Mobile Broadband



International calls, texts and video calls from the UK

Customer's charges for international calls (Call from the UK to an abroad destination) are set out below. The following rates are applicable to both Inclusive Value & Mobile Broadband price plans.



All Charges are stated in pence per minute or pence per text as applicable. International calls to International Band Europe are charged in one 60-second increment and thereafter measured in 1-second increments. Calls to International Bands USA and Canada and other Worldwide destinations are measured in 60-second increments.

Countries within each international group are as follows:

Europe: Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus (excluding Turkish sector), Czech Rep, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland (Republic of), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal (Inc. Azores & Madeira), Romania, San Marino, Slovakia, Slovenia, Spain (Inc. Balearic Islands & Canary Islands), Sweden, Switzerland, Turkey (including Turkish sector of Cyprus), Vatican City

USA and Canada: USA, Canada

Other worldwide destination: All other countries



Travelling and using devices abroad

Vodafone Public Sector Traveller*

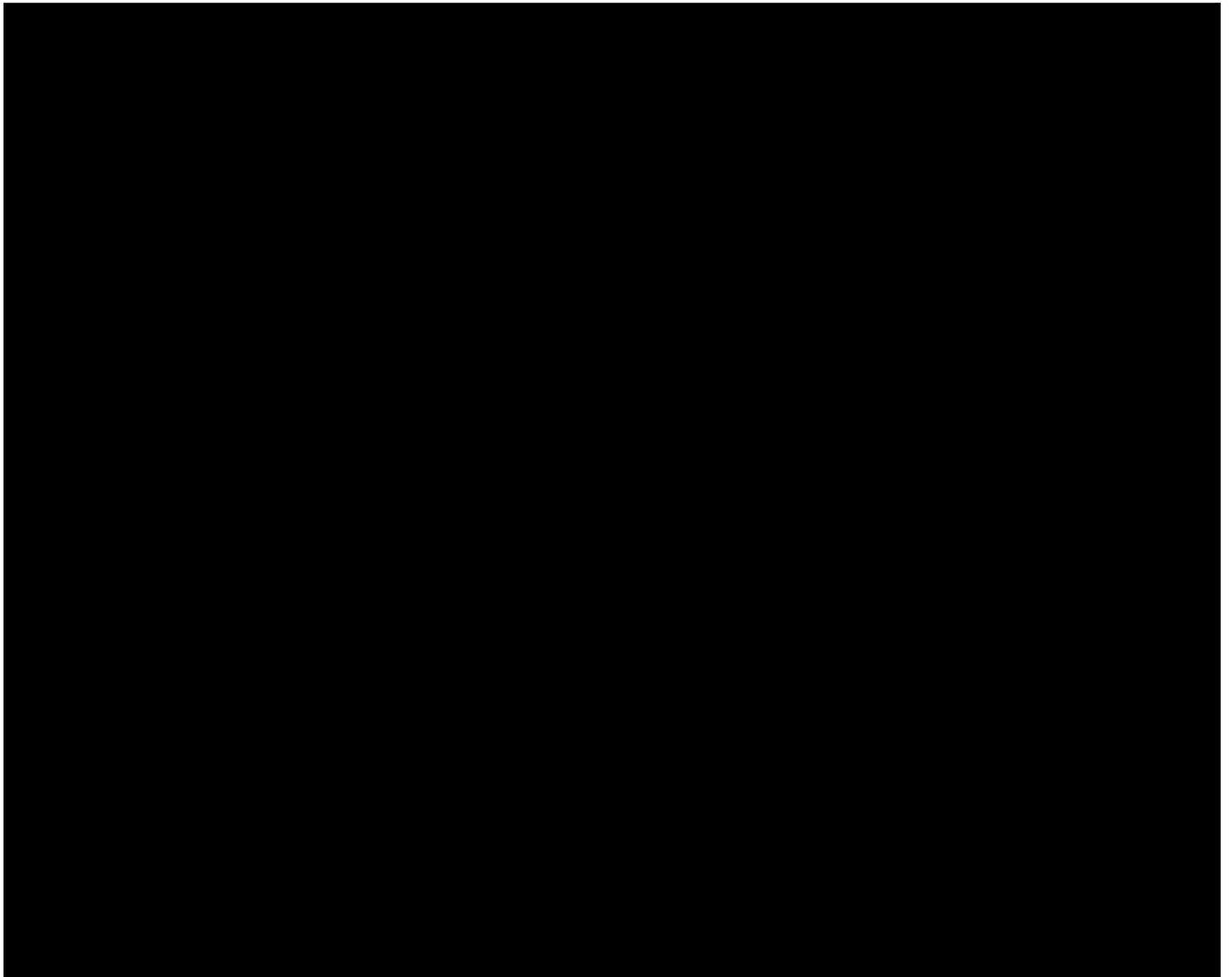
Customer will be automatically opted in to Public Sector Traveller. Public Sector Traveller allows you to take your UK minutes, texts and data bundle and rates abroad for [REDACTED]. For the Standby price plan, the cost to make a call will be as per the UK other network rate.

Customer may opt out of Public Sector Traveller at any time, and may choose not to opt in if Customer prefers and return to Vodafone Standard List roaming rates.

Please Note: By opting in to Public Sector Traveller, the customer will automatically opt out of the 50 Euro monthly spend limit for data in Europe zone 2 and the World Zone because customer will be using its UK Data allowance.

* Available on Vodafone Public Sector Inclusive Value + Data Pooling price plans only.

Rates for Inclusive Value Price Plans





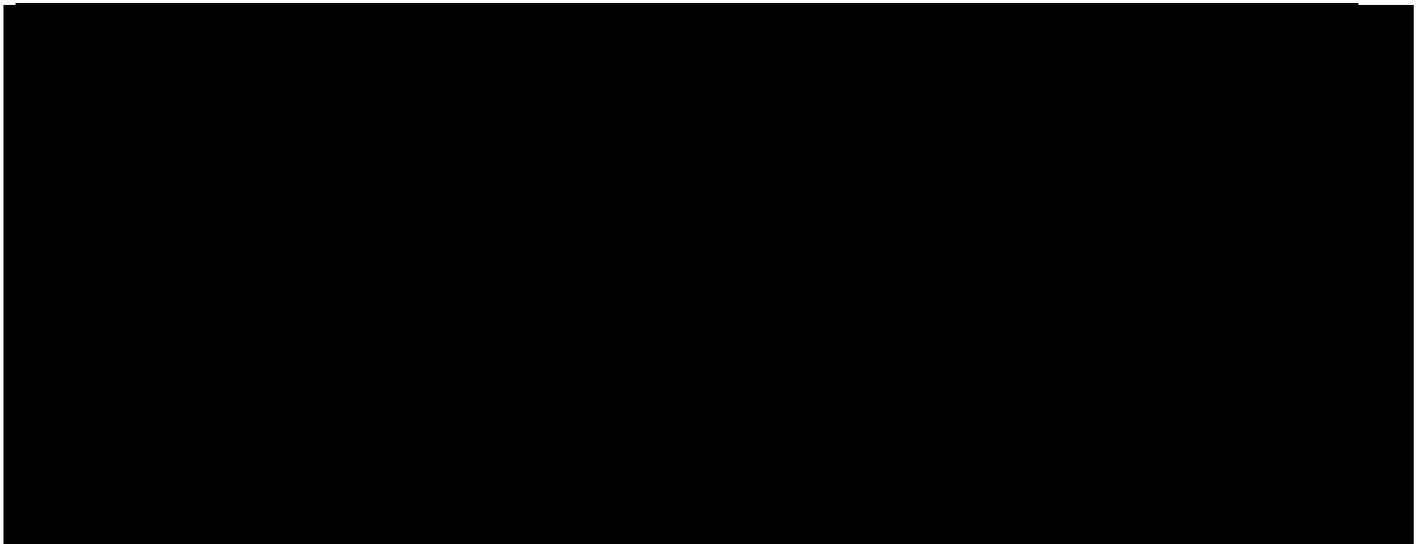
All Charges are stated in pence per minute or pence per text as applicable. Calls made in Public Traveller countries/destinations have a minimum call Charge of 1 minute then charged per second charging. Group data bundle can be used while roaming if opted in Public Traveller, this will only apply to countries in Vodafone Public Sector Traveller

List of countries by Zone are detailed within section 16 of the terms of this SSO.

Rates for Mobile Broadband Price Plans



Standard List Price for Calls, texts and data outside the UK (where Public Sector Traveller is opted out or where customer roams outside of Public Sector Traveller zones)
These are the rates Customer will pay if not opted into Vodafone Public Sector Traveller or any roaming calls extras to save costs on calls, texts and using data. If opted into Vodafone Public Sector Traveller, Customer will pay these rates for any countries not covered by Vodafone Public Sector Traveller.





In Europe Zone 2, Vodafone will charge Customer for calls Customer makes in 1 second increments with a 30 second minimum call charge. All calls Customer receives are charged per second.

In Asia Pacific, USA & Canada, Rest of World 1 and Rest of World Zone 2, Vodafone will charge Customer for the calls Customer makes and receives in 1 minute increments with a 1 minute minimum call Charge.

Premium rate and satellite calls are excluded and additional Charges (including network handling fees) may apply. If Vodafone is charged an admin fee from a foreign network operator for Customer to receive a text, Vodafone will pass this Charge to Customer.

Customer may use roaming services from other providers, but Customer acknowledges that any such use is outside this Agreement and shall not contribute to any Target Spend (where applicable).

List of Countries by Zone:
 Europe Zone 1: Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (Inc. Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (Inc. Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal (Inc. Madeira), Republic of Ireland, Romania, Slovakia, Slovenia, Spain (Inc. Balearic Islands), Sweden
 Europe Zone 2: Albania, Bosnia and Herzegovina, Faroe Islands, Guernsey, Isle of Man, Jersey, San Marino, Switzerland, Turkey
 USA & Canada
 Asia Pacific: Australia, New Zealand, South Africa, Singapore, Taiwan, Thailand
 Rest of World Zone 1: All other countries
 Rest of World Zone 2:
 Airlines (Aeroplane, Flight), Andorra, Belize, Bhutan, Burundi, Comoros, Cook Islands, Cuba, Djibouti, Equatorial Guinea, Ethiopia, Greenland, Laos, Lebanon, Libya, Madagascar, Maldives, Maritime (Cruise, Ferry, Ship), Sao Tome and Principe, Solomon Islands, Turkmenistan, Uzbekistan



Roaming

Data

Bundles

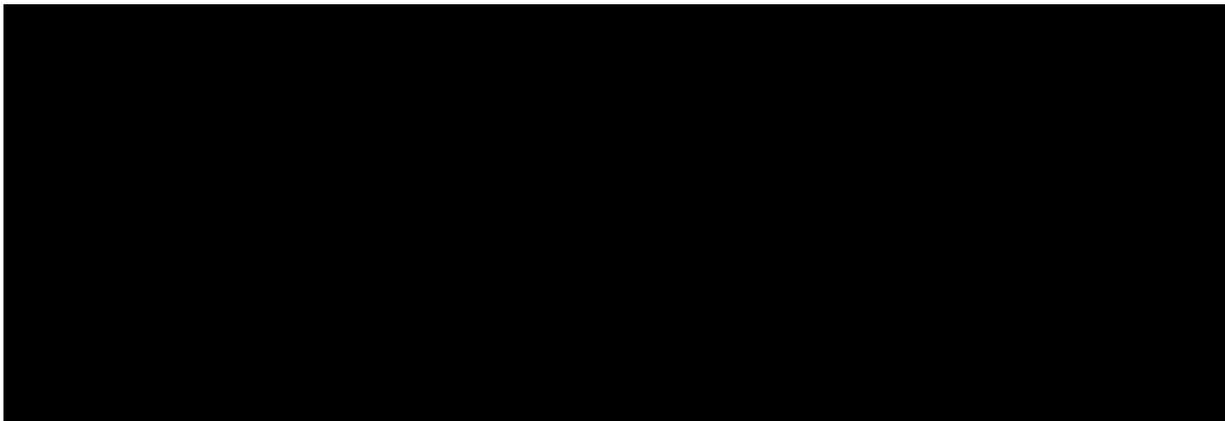
Customer has the option of choosing a 1GB or 2GB Roaming Data Bundle. Where customer is opted in to both Public Sector Traveller and a Roaming Data Bundle, Public Sector Traveller will apply in the Public Sector Traveller countries/destinations instead of the Roaming Data Bundle.

Note: Roaming Data Bundle is not shared with the group on sharer connections and will apply only to the individual connection



Roaming Data Caps

Customer has the option of choosing a Roaming Data Cap. When added will override standard roaming cap of £39.33 (50 euro spend cap) and give a new cap in Europe Zone 2 and Rest of World Zones. Notification sent at 80% of usage, then capped at 100% of usage. When used with Public Sector Traveller will not take into account Public Sector Traveller countries.



Inclusive European Roaming Fair Usage Policy (FUP)

Inclusive European Roaming services are intended for use during periodic travel and not for customers roaming across foreign networks on a semi-permanent or permanent basis.

If customers use their mobile in the inclusive European roaming zone for more than 50% of the time in any 4 month rolling period, they will receive a text requesting more moderate use of our roaming services.

If customers' usage in the inclusive European roaming zones continues to exceed 50% as described above, over the 2-week period following the first notification, customers may be charged for further use or we may bar them from using our roaming services. Customers will be notified before we do this.



Using Data in the UK

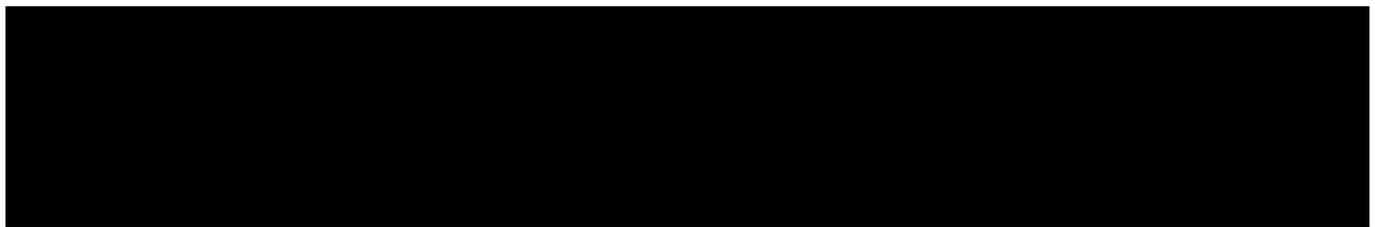
4G Network

All customers who have a data bundle will have access to Vodafone's 4G Network.

Opt in Options for Using Data in the UK

Data Bundles for Non-Sharers

Data bundles can be added together (e.g. 1GB and 3GB added together will give a data bundle of 4GB). Customer cannot add two of the same bundles together (e.g. 1GB and 1GB). The data bundles can be used while roaming if opted in Public Sector Traveller, this will only apply to countries/destinations in Public Sector Traveller.



Data Bundles for Public Sector Sharers

Customer can choose to share their data allowance with the rest of their organisation for an additional fee per month per connection.

All connections who have chosen to opt in will share their UK data allowances, plus any Opt in Options internet packs, in a pool ('Data Pool'). connections on a 'voice only' price plan (without an allocation of data) will not be able to opt in.

Customer must have a 'Lead connection' among its 'Member connections' on the Vodafone Public Sector Sharer. The Lead connection, Deputy connection and the Member connections on the Vodafone Public Sector Sharer are called the 'Group'.

The Lead connection:

- will incur all Charges incurred by the Group;
- cannot have a content bar applied because out of bundle charges will be recorded as content purchases;
- and must be a 'smartphone'.

If the Lead connection is disconnected: (a) the last voice-enabled Member connection in the Group will be assigned 'Lead connection' status.

The Deputy connection:

- is optional





Out of Bundle Data charges in UK

The following charges will apply once Customer exceeds its included allowance, or where Customer's allowance does not include any of the services listed above (out of bundle rates).

Single User Out of Bundle Charge	Charge

Public Sector Sharer Out of Bundle Charge	Charge

Data Threshold and Capping Notifications

Customers can request for Single Users on a connection basis to opt in to a data usage cap. The Data Usage cap will result in the user being barred once their UK Data allowance has been fully consumed.

If more data is required, customer can either;

- Remove the cap and be charged standard out of bundle rate as outlined in "Out of Bundle Data charges in UK" section
- Move up to a price plan which includes more data
- Purchase a Data Add-on

Customers can request for Sharer users, to receive data threshold notifications.

Below are the available notifications sent by Vodafone:

Note Out of bundle charging for the group will be charged to the lead connection
Lead and Deputies can't opt out of receiving SMS notifications.

Message Description	Lead/Deputy connection	Message Description	Lead/Deputy connection when Member has capping
Data pool usage text - Sent to Customer at 80% and 100% of its data pool usage. Deputy connection membership is optional.	√	Data pool usage text - Sent to Customer at 80% and 100% of its data pool usage. Deputy connection membership is optional.	√
Out of Bundle Step text - Sent to Customer at 80% and 100% of its out of bundle usage in the pool. Out of bundle charges are calculated in steps of 1GB.	√	Out of Bundle Step text - Sent to Customer at 80% and 100% of its out of bundle usage in the pool. Out of bundle charges are calculated in steps of 1GB.	√
Pool usage query - Text 'INTERNETBALANCE' to 40506.	√	Pool usage query - Text 'INTERNETBALANCE' to 40506.	√
Pool update text - When optional internet packs or Member connections are added.	√	Pool update text - When optional internet packs or Member connections are added.	√
Lead administrator change text - The Lead connection can be changed by calling customer services. A message is sent to the old Lead connection and current Deputy connection notifying them of any change.	√	Lead administrator change text - The Lead connection can be changed by calling customer services. A message is sent to the old Lead connection and current Deputy connection notifying them of any change.	√



Message Description	Lead/Deputy connection	Message Description	Lead/Deputy connection when Member has capping
Threshold notification and bar text - When data usage has reached 100% of the Member connection's data threshold limit, a text notification is sent to the Lead connection. The Lead connection can respond to this message by texting 'BAR INTERNET' to 40506 to bar data usage to that Member connection for the rest of the billing month only. The Member connection's threshold limit must be applied for this feature to operate which can be applied during initial set up of Customer's account.	√	Capping notification and bar text - When data usage has reached 100% of the Member connection's data capping limit, a text notification is sent to the Lead connection to inform them that the member connection has had a data bar applied. The Lead connection can contact the account administrator to remove the data bar. Note the Member connection the data bar applies is for the rest of the billing month only. The Member connection's threshold limit must be applied for this feature to operate which can be applied during initial set up of Customer's account.	√
Member UNBAR text - The Lead connection can text "UNBAR INTERNET" to 40506 to allow the Member connection to use data if a bar was applied. A text is also sent to the Member connection (where enabled) to advise of the removal.	√	Member UNBAR text - The Lead connection can text "REMOVE DATA CAP" to 40506 to allow the Member connection to use data if a bar was applied. A text is also sent to the Member connection (where enabled) to advise of the removal. To remove their cap send **I REMOVE DATA CAP to 40506	√
STOP Messages - If Customer opts out of the 'Data pool usage text', 'Additional Data text', or the 'Out of Bundle Step text' by texting STOP to 40506, this will opt Customer out of all of these texts and any texts about roaming usage.	√	STOP Messages - If Customer opts out of the 'Data pool usage text', 'Additional Data text', or the 'Out of Bundle Step text' by texting STOP to 40506, this will opt Customer out of all of these texts and any texts about roaming usage.	√

Member SMS Notifications

Message Description	Member connection	Message Description	Member connection with capping
Member's Threshold Limit text - Sent when data usage has reached 80% and 100% of a Member connection's data threshold limit. The Member connection's data threshold limit must be applied for this feature to operate which can be set during initial set up of Customer's account.	√	Member's Cap Limit text - Sent when data usage has reached 80% and 100% of a Member connection's data cap limit. The Member connection's data Capping limit must be applied for this feature to operate which can be set during initial set up of Customer's account.	√

The following data threshold/capping notifications are available for the Lead connection and/or the Deputy connection (where applicable) to receive for Member connections:

Note: connection can either add a data threshold notification or a data capping threshold but not both.

A customer's account can have a mixture of data thresholds notifications and data capping thresholds i.e. 10 connections with 1GB data threshold notifications and 20 connections with 20GB data capping notifications.

Data Threshold/Capping Allowance			
250MB	4GB	50GB	150GB
500MB	5GB	75GB	
1GB	8GB	100GB	
2GB	10GB	125GB	



Email notifications

The customer will be able to opt in to receive email notifications which provide copies of SMS notifications received. The customer must be opted in to receive SMS notifications on the connection. The email address allocated by the customer could be the connection's email address or could be an administrator's group email address. The following email types are available.

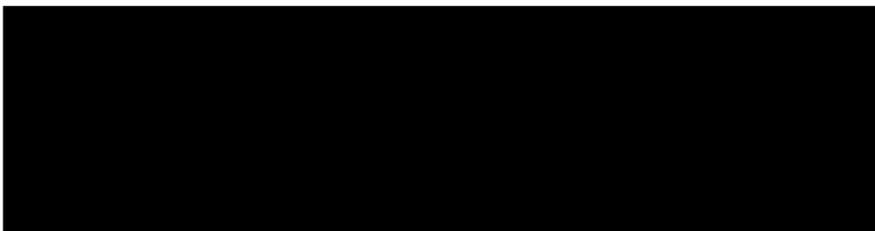
Email Message Types	Description
Group Email Notification Daily	Sends previous day's summary of SMS notifications sent for Group
Group Email Notify Per Message	Sends each notification summary of SMS notifications sent for Group
User Email Notification Daily	Sends previous day's summary of SMS notifications for individual user
User Email Notify Per Message	Sends each notification summary of SMS notifications for individual user

Supplementary Services

Offsite Customer Services Advisor

A named Offsite Customer Service Advisor is incorporated into all Options under this Service Offer (as detailed within the applicable Service Terms):

- Enhanced customer service support
- Device roll out
- Proactive cost analysis
- Billing support
- Web Chat functionality
- Special projects
- Order processing
- Technical support
- Intranet management
- Incident management & communication
- Disaster recovery and business continuity
- Pro Active reporting (where applicable)





Vodafone Wi-Fi Calling

Wi-Fi calling can be added to compatible price plans that are included in this Service Offer. Wi-Fi Calling is an opt-in service that will only be enabled once the Customer has contacted their account manager or service manager and requested that the service is added.

What is great about Vodafone Wi-Fi Calling?

- ✓ Wi-Fi Calling is really easy to set up and use
- ✓ There are no apps and no separate hardware (like signal boxes)
- ✓ After the user has connected to the Wi-Fi Network for the first time, the user's device will automatically switch over to Wi-Fi Calling when the mobile signal is not available or drops below a certain threshold.
- ✓ When in Wi-Fi Calling mode calls can be made as normal on the user's regular number via their standard address book
- ✓ The person being called doesn't need to have Wi-Fi Calling.
- ✓ There's no additional charge for accessing the Wi-Fi Calling service

Please note: calls made while using Wi-Fi Calling will be billed according to the Customer's price plan (at the same rate as calls made on the Vodafone network) and will not be identified as originating from a Wi-Fi connection.

Pre-requisites to be able to use Wi-Fi Calling

In order to use Wi-Fi Calling the Customer must have a compatible device and price plan; for the avoidance of doubt, **Public Sector Inclusive Value + Data Sharer** is not compatible with Wi-Fi Calling.

Compatible devices

To find out what devices are currently supported by Wi-Fi Calling the Customer should contact their account manager or service manager or visit www.vodafone.co.uk/businesswificalling.

Compatible price plans and products

The price plans sold under this Service Offer that are compatible with Wi-Fi Calling are: **Vodafone Public Sector Inclusive + Data Pooling**.

Service Limitations

Wi-Fi Calling has a number of limitations to be aware of. The Customer should refer to the Wi-Fi Calling Service Specific Terms at Appendix 1 to this Service Offer.



Appendix 1

Service Specific Terms

Contents

1. Definitions
2. Early Termination Charges
3. Migration Rules
4. Excess Usage policy
5. Software licence
6. Network Services
7. Rounding and minimum call charges for voice calls from the UK
8. Commercial Terms
9. Vodafone inclusive minutes and texts fair usage policy
10. International Country Band list
11. Roaming terms
12. Public Sector Traveller Specific Terms
13. Apple Device Enrolment Programme Specific Terms
14. Wi-Fi Calling
15. Offsite Customer Service Advisor Specific terms
16. Public Sector Data Sharer Specific Terms

1. Definitions

The following definitions shall apply to the Services under this SSO

Defined terms shall have the following meanings unless stated otherwise and are in addition to defined terms set out in the Call Off Terms.

Access Fee	A monthly or other periodic charge (as set out in this SSO, the Order Form and/or the Call Off Terms) payable by the Customer for use of the Services.
Artificially Inflated Traffic	means a situation where the flow of Calls to any service that provides an out-payment revenue sharing mechanism is, as a result of any activity by any third party or by or on behalf of a party operating that revenue share mechanism, disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of Vodafone's Network.
Connection	A UK Vodafone SIM card that has been configured to attach to the Vodafone UK network, with a voice price plan and/or data plan associated with it.
Device Price List	means the document produced, maintained and issued from time to time by Vodafone detailing the devices and corresponding prices then currently available for customers to procure from Vodafone.
Directory Numbers	Calls to Vodafone directory enquiries numbers (118881), calls to directory enquiry numbers (118), for internal directory enquiries (118661). These numbering codes may be updated from time to time by the regulator.
Equipment	Any tangible material, but not a SIM card, supplied by Vodafone to the Customer, or connected to the network on the Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.
Equipment Credit	A credit to the Customer's Vodafone account to fully or partially offset the cost of certain equipment set out in the Device Price List sold to customer at Vodafone's standard list price.
International Calls	Calls or texts to other countries from the UK.
Minimum Period	The minimum term for which the Customer commits to receive a service, as specified in the relevant part of the commercial terms.
Network	Vodafone's telecommunications network used to provide the Services.
Public Sector Traveller	enables a Customer's organisation to work abroad worry free. Customers can take their standard UK calls, texts and data abroad knowing how much they will be charged beforehand. 4G roaming is also now available in 120 destinations. Included in all price plans.
Roaming	The ability to make calls to other countries whilst outside of the UK
Roaming Calls	Calls or texts made and/or received within a country other than the UK.
Offsite Customer Service Advisor	Provides Customers with a named advisor along with a direct dial and email address. Other benefits include improved Service Levels or calls, emails and orders as well as an annual face to face meeting.
Subsidy	any Equipment Credit provided by Vodafone to the Customer pursuant to this SSO.
Premium Rate Calls	Mean non-geographic numbers, charity numbers, radio-paging services, personal numbering services, call forwarding services, premium rate services, voice short codes, directory enquiry numbers. These numbering codes may be updated from time to time by the regulator.



Standard List Price(s)	Vodafone's standard unsubsidised charges for equipment and services as: (1) set out on any Vodafone website; and/or (2) advised to customers by Vodafone; and/or (3) as are available on request from Vodafone, as amended by Vodafone from time to time.
Termination Charge	A charge made by Vodafone for termination of a connection or a price plan on a connection before expiry of its Term Per Connection or minimum period.
Term Per Connection	The minimum term for which the Customer commits to receive the service for each connection.
Vodafone Secure Device Manager	is Vodafone's comprehensive mobile device management suite empowering Customer's organisation to securely mobile work. Features include, Remote Lock/Wipe, Device restrictions on websites/apps and peripherals as well as being able to monitor and enforce passwords, encryption and Operating system updates.

2 Early Termination Charge

2.1 The following Termination Charge shall apply where a service (a price plan and/or a connection) subject to a Term Per Connection or Minimum Period is terminated before its expiry:

Access Fee x number of months remaining in each Term Per Connection Period.

3. Migration rules

3.1. The Customer shall migrate Connections in accordance with the following rules set out in this clause.

3.2. Expiration of the Term Per Connection commitment.

3.2.1. Where the Customer has completed an existing Term Per Connection commitment, the Customer may migrate that Connection to an alternative voice or voice and data tariff with a new Term Per Connection commitment.

3.3. Non-expiration of the Term Per Connection commitment

3.3.1. The Customer may migrate a Connection with an unexpired Term Per Connection to a voice or voice and data tariff with a higher price Access Fee for the remaining duration of the unexpired Term Per Connection. However, the Customer shall not be entitled to receive any additional Subsidy for this migrated Connection.

3.3.2. Without prejudice to the Customer's termination and porting rights, the Customer shall not migrate a Connection with an existing Term Per Connection commitment to a lower priced Vodafone price plan.

3.3.3. Vodafone is unable to migrate a voice or voice and data Connection to a Mobile Broadband Data price plan.

3.3.4. Where Vodafone expressly agrees in the Order Form, you may extend the Term Per Connection commitment

3.3.5. In the event that the Customer would like to renew its Vodafone contract prior to the expiry of its initial term, Vodafone may agree with the Customer to waive the applicable early termination charges (or part thereof) based on the number of its existing Connections the Customer transfers to its new contract and the extended Term Per Commitment agreed with Vodafone. The revised Term Per Connection commitment shall be detailed in a revised Order Form.

3.3.6. For the avoidance of doubt, early renewal is only available where the Customer renews its entire base of Connections and is subject to agreement by Vodafone in a revised or new Order Form.

4. Excess Usage Policy

4.1. If the Customer's excessive usage damages or impairs (or risks damaging or impairing) the performance of Vodafone's Network, Vodafone reserves the right to limit the download speed of, or suspend, the Customer's Service. If the Customer's Service is limited or suspended Vodafone and the Customer shall discuss and implement appropriate controls on the end user's usage (taking into account, the circumstances).

5. Software licence

5.1. Where a Service contains a click through or click-wrap software licence, the Customer acknowledges and agrees that it must accept such licence terms in order to use the relevant Service.

5.2. Where required as part of a relevant SSO, the Customer shall accept the terms of the software licence(s) as contained on the CD-ROM (or any other medium or format) supplied by Vodafone before using the software and comply with such terms at all times during the provision of the Services supplied by Vodafone. If the Customer does not agree with the terms of the software licence(s) the Customer shall be prohibited from using such Services.

5.3. Without prejudice to the terms of the software licence contained on the CD-ROM (or any other medium or format) supplied by Vodafone, Vodafone grants to the Customer a non-exclusive licence to use the software on the terms this clause 5.

5.4. Vodafone, together with Vodafone's licensors, owns all the rights in the software. The fact that Vodafone has supplied the Customer with software does not mean that Vodafone or Vodafone's licensors have transferred any of their rights in the software to the Customer rather than the Customer shall be entitled to use the software on the terms of this clause 5.

5.5. The Customer shall be entitled to use the software only in connection with the corresponding Services being supplied by Vodafone. The software licence shall be a single user software licence.

6. Network Services

6.1. Vodafone shall use reasonable endeavours to provide the Customer with the Services and to ensure the security of the Customer's communications at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.

6.2. 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) in the event of an emergency. Vodafone shall endeavour to keep all such suspensions to a minimum and shall give the Customer notice of such suspensions where reasonably practicable.

6.3. Vodafone shall use reasonable endeavours to give the Customer access to networks outside of the UK; however, because these overseas networks are not controlled by Vodafone, Vodafone shall not be responsible for their availability, performance or functionality. Vodafone will notify the Customer of any terms of access that the Customer needs to comply with to use any overseas network.

7. Rounding and minimum call charges for voice calls from the UK

7.1 Calls are rounded up to the nearest whole second. Call charges are then rounded up to the nearest 1/10th of a penny.

7.2. **Invoicing** – All call charges are then aggregated per call type and the total charge for each call type is rounded down to the nearest whole penny.



7.3. **VAT**—is calculated for each call to 4 decimal places of a penny, aggregated and then rounded down to the nearest whole penny.

8. Commercial Terms

8.1. All call charges are set out in pence per minute and all text charges in pence per standard text except where specifically set out otherwise.

8.2. Vodafone shall issue invoices for Access Fees monthly in advance, One Off Fees in advance and all other charges monthly in arrears unless stated otherwise.

8.3. Access to international calls and texts are unbarred unless the Customer notifies Vodafone otherwise.

8.4. Charges to calls made to Premium Rate numbers, Personal numbers, Road watch and Directory Numbers are subject to change from time to time.

8.5. The Customer is not permitted to connect to more than one voice price plan, unless Vodafone agrees otherwise.

8.6 For an estimate of the speeds Customer may experience when in the UK, please see Vodafone's coverage checker at <https://www.vodafone.co.uk/explore/network/uk-coverage-map/>. To discuss any issues regarding Services or any redress in respect of the Services, please speak to Vodafone's Customer Services or Customer's account manager (where applicable).

9. Vodafone inclusive minutes and texts fair usage policy

9.1. The following usage controls shall apply to the call and text usage included in the price of the Customer's Access Fees ('Inclusive Call Types') for the Inclusive price plan.

9.2. The Customer's monthly average usage to the Inclusive Call Types ('Agreed Average Usage') and Customer's percentage split between the different voice and text call types ('Call Profile') shall be set agreed in writing between the Customer and Vodafone's Account Manager following signature of the Order Form.

9.3. Vodafone shall monitor the Customer's actual usage and call profile on a quarterly basis against the Agreed Average Usage and Call Profile, and the following provisions shall apply:

9.3.1. If the Customer's monthly usage of the Inclusive Call Types (averaged over a quarter) is more than 20% of the Agreed Average Usage, Vodafone shall notify the Customer and request that the Customer modifies its usage to ensure that subsequent monthly usage is within the 20% threshold.

9.3.2. If Customer's monthly call profile (averaged over a quarter) varies by more than 20% of the Call Profile, Vodafone shall notify the Customer and request that the Customer modify its usage to ensure that the monthly call profile is within the 20% threshold.

9.3.3. If Customer's monthly usage and/or call profile does not fall below the 20% threshold for each of the Agreed Average Usage and/or Call Profile (as

the case may be) within 3 months of Vodafone's first notification to the Customer, Vodafone shall be entitled to migrate the Customer's Connections to an alternative price plan and apply the corresponding charges as set out in the appropriate SSO

10. International country band list

10.1 Countries within each international group are as follows:

Europe: Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus (excluding Turkish sector), Czech Rep, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland (Republic of), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal (Inc. Azores & Madeira), Romania, San Marino, Slovakia, Slovenia, Spain (Inc. Balearic Islands & Canary Islands), Sweden, Switzerland, Turkey (including Turkish sector of Cyprus), Vatican City

USA and Canada: USA, Canada

Other worldwide destination: All other countries

10.2 The list of countries in each Zone may be subject to change from time to time.

11. Roaming terms

11.1. The Charges for Roaming Calls relate to texts and calls made or received outside of the UK.

11.2. The Roaming charges exclude satellite and Premium Rate Calls.

11.3. Charges for Premium Rate and satellite calls will vary according to the cost charged by the foreign network operator and exchange rate fluctuations and include minimum charges. A network-handling fee will be applied to these calls.

11.4. The list of countries in each Zone may be subject to change from time to time.

11.5. Eligible calls made by the Customer are charged in 1 second increments with a minimum call charge equivalent to 30 seconds in the Europe Zone and in 30 second increments with a minimum call charge of one minute in the Asia Pacific Zone and the Rest of World Zone (excluding North America). For the North American Zone, the call is charged in 60 second increments with a minimum call charge of one minute. Eligible calls received by the Customer are charged per second, with a minimum call charge equivalent to the minimum call charge in your standard price plan.

11.6. Vodafone cannot guarantee access to or coverage within any foreign country.

11.7. If a call made to a Connection whilst abroad is diverted, the Customer will be charged for receiving and making a call.



11.8. Countries within each roaming zone are as follows:

Europe Zone 1: Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (Inc. Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (Inc. Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal (Inc. Madeira), Republic of Ireland, Romania, Slovakia, Slovenia, Spain (Inc. Balearic Islands), Sweden

Europe Zone 2: Albania, Bosnia and Herzegovina, Faroe Islands, Guernsey, Isle of Man, Jersey, San Marino, Switzerland, Turkey

USA & Canada: USA, Canada

Asia Pacific: Australia, New Zealand, South Africa, Singapore, Taiwan, Thailand

Rest of World Zone 1: All other countries

Rest of World Zone 2: Andorra, Belize, Bhutan, Burundi, Comoros, Cook Islands, Cuba, Djibouti, Equatorial Guinea, Ethiopia, Greenland, Laos, Lebanon, Libya, Madagascar, Maldives, Sao Tome and Principe, Solomon Islands, Turkmenistan, Uzbekistan

11.9. Video Telephony calls made whilst abroad are charged at the standard Vodafone World video calling rates as set out below:





12. Vodafone Public Sector Traveller specific service terms

The following specific service terms applies to the Vodafone Public Sector Traveller service.

Service Details and Opting In

Vodafone Public Sector Traveller is available to Public Sector customers buying any price plan from within this SSO, only. It cannot be used with any other price plans.

Public Sector Traveller is included as default. Customer may opt out of Public Sector Traveller at account level only.

Public Sector Traveller may take up to 24 hours to be applied to or removed from Customer's account.

Using Public Sector Traveller

Once opted in Customer's voice-enabled Connections will be able to use Customer's applicable UK price plan (minutes, texts and data):

- in the Europe Zone (see table below) for standard calls and texts to any Europe Zone destination and back to the UK only; and
- in the World Zone (see table below) for standard calls and texts to the destination the Connection is roaming in and back to the UK only.

The Europe Zone and the World Zone constitute the 'Public Sector Traveller Zone' (see list below in this Price Plan Guide).

A daily per Connection Charge of £2.50 (ex VAT) for the Europe Zone 2 (unless stated otherwise in the price plan guide for your plan) and £5.00 (excluding VAT) for the World Zone will be applied automatically to Customer's bill each day a Connection uses its phone within the relevant Public Sector Traveller Zone (both for calls and texts to numbers within and outside the Public Sector Traveller Zone and for data). There is no daily fee in Europe Zone 1. Please note that the per Connection Charge is in addition to Customer's per minute, per text and data Charges as set out in Customer's applicable UK price plan.

For the Europe Zone, calls or texts to destinations outside of the UK and the Europe Zone will be charged at Vodafone's international rates as set out in Customer's price plan and the daily Charge will still apply (in Europe Zone 2 only). For the World Zone, calls or texts to countries outside of the UK and the country the Connection is roaming in will be charged at Vodafone's international rates as set out in the Customer's price plan and the daily Charge will still apply.

When Customer is travelling within the Public Sector Traveller Zone, Customer's allowance shall renew as usual each month.

Where a Public Sector Traveller Zone destination is a country which has more than one time zone, Vodafone will count a day as 00:00 to 23:59 local time of the capital city of the local country (as set out below). Please note that where Customer travels to the Canary Islands, Vodafone will count a day as GMT+1. If a Connection travels to another destination in the Public Sector Traveller Zone on the same day, the daily Charge shall apply once for the day on which that Connection uses its device, provided that the Connection does not cross into another charging day based on the local time of the capital city of the local country. Please note that Public Sector Traveller applies to the whole of each Public Sector Traveller Zone destination, the local time of the capital city of the local country is for calculation of the daily Charge only.

Please be aware

Customer accepts that by opting in to Public Sector Traveller it will be opting out of the 50-euro Rest of World monthly mobile data spend cap and any associated notifications whilst in the Public Sector Traveller Zone. In the event that Customer subsequently opts out of Public Sector Traveller, Customer will automatically be opted back into the 50-euro Rest of World monthly mobile data spend cap and any associated notifications whilst in the Public Sector Traveller Zone.

Please note that any extras for voice-enabled Connections (apart from standard UK email price plans and international Add-ons) are not available with Public Sector Traveller. Please also note that by opting into Public Sector Traveller, Customer will not be able to opt into Euro Traveller or World Traveller.

The following number, text and call types are not included in the Public Sector Traveller price plan: premium rate, non-geographic and revenue share numbers, picture and video messages and calls made through a virtual private network (VPN) which are all charged at Vodafone's standard roaming rates.

Customer acknowledges that opting into Public Sector Traveller will automatically opt Customer out of any other Rest of World roaming offers or

roaming bundles within the Public Sector Traveller Zone including Vodafone Data Traveller. If Customer opts out of Public Sector Traveller later the Rest of World roaming offers will resume.

For Public Sector Traveller price plans, the first 50kb of data use per day (measured 00:00 to 23:59 local time of the capital city the call is made from) shall be free of charge, provided that the daily Charge has not already been incurred by making a call or sending a text.

For details on how to opt in and to find out which destinations are included in the Public Sector Traveller Zone see vodafone.co.uk/businesstraveller. Remember to check these destinations before the Connections travel as they may change from time to time.



Our 'Public Sector Traveller Zone':

EUROPE ZONE					
Europe Zone 1			Europe Zone 2		
1	Austria	22	Latvia	1	Albania
2	Azores	23	Liechtenstein	2	Bosnia and Herzegovina
3	Belgium	24	Lithuania	3	Faroe Islands
4	Bulgaria	25	Luxembourg	4	Guernsey
5	Canary Islands	26	Madeira	5	Isle of Man
6	Croatia	27	Malta	6	Jersey
7	Cyprus	28	Martinique	7	San Marino
8	Czech Republic	29	Mayotte	8	Switzerland
9	Denmark	30	Monaco	9	Turkey
10	Estonia	31	Netherlands		
11	Finland	32	Norway		
12	France (Incl. Corsica)	33	Poland		
13	French Guiana	34	Portugal		
14	Germany	35	Romania		
15	Gibraltar	36	Reunion		
16	Greece	37	Saint Martin		
17	Guadeloupe	38	Slovakia		
18	Hungary	39	Slovenia		
19	Iceland	40	Spain (Incl. Balearic Islands)		
20	Ireland	41	Sweden		
21	Italy (Incl. Vatican City)				



WORLD ZONE			
Destination	Capital City (for daily charge purposes)	Destination	Capital City (for daily charge purposes)
Anguilla	The Valley	Indonesia	Jakarta
Antigua and Barbuda	St. John's	Israel	Jerusalem
Argentina	Buenos Aires	Jamaica	Kingston
Aruba	Oranjestad	Japan	Tokyo
Australia	Canberra	Kenya	Nairobi
Barbados	Bridgetown	Lesotho	Maseru
Bermuda	Hamilton	Mexico	Mexico City
Bonaire	Kralendijk	Mozambique	Maputo
Brazil	Brasilia	New Zealand	Wellington
British Virgin Islands	Road Town	Panama	Panama City
Canada	Ottawa	Peru	Lima
Cayman Islands	George Town	Puerto Rico	San Juan
Chile	Santiago	Qatar	Doha
China	Beijing	Russia	Moscow
Colombia	Botgota	Saba	The Bottom
Democratic Republic of the Congo	Kinshasa	Serbia	Belgrade
Costa Rica	San José	Sint Eustatius	Oranjestad
Curacao	Willemstad	Sint Maarten	Philipsburg
Dominica	Roseau	Singapore	N/A
Dominican Republic	Santo Domingo	South Africa	Pretoria
Ecuador	Quito	St. Kitts and Nevis	Basseterre
Egypt	Cairo	St. Lucia	Castries
El Salvador	San Salvador	St. Vincent and Grenadines	Kingstown
Ghana	Accra	Suriname	Paramaribo
Grenada	St. Georges	Thailand	Bangkok
Guatemala	Guatemala City	Trinidad and Tobago	Port of Spain
Guyana	Georgetown	Turks and Caicos Islands	Cockburn Town
Haiti	Port-au-Prince	Uruguay	Montevideo
Hong Kong	N/A	USA	Washington DC
India	New Delhi	US Virgin Islands	Charlotte Amalie



13. Apple Device Enrolment Programme specific service terms

The following specific service terms apply to Apple Device Enrolment Programme Facilitation Services.

13. Scope of Service

13.1 The support features as set out in these Service Terms shall be provided from the Call Off Commencement Date until terminated in accordance with the Call off Contract or as otherwise set out in clause 13.10.

13.2 These Apple DEP Facilitation Service Terms set out the terms and conditions by which the Customer authorises Vodafone and Vodafone agrees to submit relevant information to Apple for the implementation and management of enrolment of Customer's Authorised Devices in Apple DEP.

13.2. Service specific definitions

13.2.1 In these Service Terms and Conditions the following terms have the meaning set out below:

- (a) Apple – means Apple Inc.
- (b) Apple DEP – means the Apple Device Enrolment Programme provided by Apple.
- (c) Apple DEP Facilitation Service – means the facilitation services provided by Vodafone to enable enrolment of Customer's Authorised Device in Apple DEP.
- (d) Authorised Device(s) - means Apple-branded products that are owned by the Customer and supplied by Vodafone, which have been designated for use by Authorised Users only, and that are eligible for use in Apple DEP as determined by Apple.
- (e) Authorised User(s) – means employees and contractors of the Customer.
- (f) Not used
- (g) DEP ID – means the Apple DEP identity provided to the Customer by Apple.
- (h) Enrolled Device(s) – means an Authorised Device which has been successfully enrolled in Apple DEP.
- (i) Historic Devices – means Authorised Devices which the Customer purchased prior to the Call Off Commencement Date and has requested to be enrolled in Apple DEP.
- (j) MDM – means mobile device management.
- (k) MDM Service – means MDM services.
- (l) Replacement Device – means a device issued to the Customer following the Customer reporting a fault to an Enrolled Device.
- (m) Relevant Information – means the information required for Apple DEP enrolment of an Authorised Device or removal of an Enrolled Device on Apple DEP, which includes order number, order date, Customer DEP ID, Reseller DEP ID and list of IMEIs.
- (n) Reseller DEP ID – means the DEP identification assigned to Vodafone by Apple.

13.3. Service Description

13.3.1 Apple DEP enables the Customer to automate the configuration of its chosen MDM Service on Authorised Devices and Vodafone will assist the Customer in implementing Apple DEP by submitting the Customer's data and the Relevant Information for Authorised Devices to Apple for enrolment in, or removal from Apple DEP, in accordance with these Service Terms.

13.3.2 The Customer may use the Reseller DEP ID upon the Call Off Commencement Date.

13.3.3 The Service does not include: (a) administering servers, uploading MDM Service provision settings or assigning devices to MDM servers within the Customer's account or (b) the administration of the Customer's Apple DEP Portal.

13.4. Engagement

13.4.1 The Customer acknowledges that Apple DEP is provided and controlled by Apple, accordingly Apple DEP is subject to Apple's terms and conditions and the Customer must agree to the Apple Device Enrolment Program Agreement as updated from time to time.

13.4.2 The Customer will need to have an MDM service in order to utilise the features of Apple DEP. MDM services, including the provision, implementation, management or maintenance of any such MDM service is not provided by Vodafone under these Service Terms. Ensuring the compatibility of any MDM service with Apple DEP is the responsibility of the Customer.

13.4.3 Customer's DEP ID is [Insert Number]; alternatively, if the Customer has not been allocated a DEP ID by Apple then the Customer acknowledges that the Apple DEP Facilitation Service cannot be provided before receipt of such DEP ID.

13.4.4 Customer hereby expressly authorises Vodafone, to act on its behalf, for the limited purposes of enabling and managing enrolment of Customer's Authorised Devices on Apple DEP.

13.4.5 Customer represents and warrants that it has or will obtain all necessary rights and consents from its Authorised Users to implement Apple DEP and issue Authorised Devices.

13.5. Service Performance

13.5.1 The Relevant Information for all Authorised Devices, ordered after the Commencement Date, will be submitted automatically for enrolment into Apple DEP. Customer is solely responsible for ensuring that the Authorised Device has been successfully registered into Apple DEP and any relevant MDM prior to distribution to any Authorised User. The provision of this Service is contingent upon the Customer remaining compliant with the Apple Device Enrolment Program Agreement.

13.5.2 Customer acknowledges and accepts that not all devices are eligible to be added to Apple DEP and that Vodafone does not determine the eligibility of a device to be an Authorised Device.

13.5.3 For avoidance of doubt, devices that are personally owned by an Authorised User (e.g., "BYOD" devices) are not permitted in Apple DEP and are not Authorised Devices.

13.5.4 Customer may request that Historical Devices are enrolled into Apple DEP. Vodafone may request the Customer to sign a consent form prior to the enrolment of a Historic Device. In any event, the Customer warrants that each such device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the enrolment onto Apple DEP.

13.5.5 Information provided by the Customer will be current, true, accurate and complete and Customer will promptly notify Vodafone of any changes to the information, including the sale or transfer of any Enrolled Device(s).

13.5.6 Vodafone shall use its reasonable efforts to provide the Relevant Information for enrolment of Authorised Devices or removal of Enrolled Devices, as applicable, in a timely fashion. The Customer acknowledges and accepts that Vodafone is not responsible for the activation of the request on Apple DEP servers.

13.6. Returns and Repairs

13.6.1 Customer acknowledges and accepts that in relation to Enrolled Devices the Vodafone Recovery Policy or equivalent Customer specific agreement for return and repairs are supplemented by these Service Terms and in the event of conflict these Service Terms shall apply.

13.6.2 A Replacement Device will be automatically enrolled in Apple DEP and the original Enrolled Device is not returned to the Customer.

13.6.3 Customer acknowledges and agrees that:

- (a) prior to reporting any fault with an Authorised Device, the Customer must perform appropriate checks to ensure the existence of a fault; and
- (b) it is responsible for reporting a fault with an Authorised Device and providing the correct information regarding the Authorised Device (e.g. IMEI number).

13.6.4 Customer has seven (7) days to deliver the faulty Enrolled Device to Vodafone or its nominated representative, from the time and date that the fault was reported to Vodafone. Failure to return the faulty Enrolled Device or returning a different device to the one reported will result in Clause 13.6.6 being applied.

13.6.5 In the event that the returned Enrolled Device is deemed by Apple to be: i) no fault found, ii) Customer caused fault or iii) out-of-warranty then Clause 13.6.6 shall apply.



13.6.6 Customer acknowledges and accepts that failure to comply with these Service Terms, notably clause 13.6.3, and/or 13.6.4 or in the event clause 13.6.5 applies then the Customer will be charged for the Replacement Device at the then Enterprise Device Price List in addition to a reasonable Vodafone administration charge.

13.6.7 Due to the nature of Apple DEP, Vodafone is unable to offer exchange of Authorised Devices for non-Apple devices.

13.7. Removal of Enrolled Devices

13.7.1 If an Enrolled Device ceases to be an Authorised Device or the Customer elects at its own discretion to remove the Enrolled Device from Apple DEP, then Customer shall notify Vodafone of such as soon as reasonably practicable.

13.7.2 Customer will not resell any Authorised Devices with MDM enrolment settings enabled and Customer agrees to remove such devices from MDM management in the Apple DEP web portal prior to reselling them or transferring them to non-authorised user.

13.7.3 Vodafone may require a consent form to be signed by the Customer, prior to removing the Enrolled Device from Apple DEP. In any event, the Customer warrants that each such device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the removal of the Enrolled Device from Apple DEP.

13.8. Charges

13.8.1 Save for the Charges set out in these Service Terms Vodafone is providing the Apple DEP Facilitation Service in accordance with the Call Off Contract.

13.9. Limitations

13.9.1 Vodafone is not the provider of Apple DEP and the Customer acknowledges and agrees that, to the extent permitted by applicable law, Customer's use of, or inability to use, the Apple DEP Services is at the Customer's sole risk, and that the entire risk as to the satisfactory quality, performance, accuracy and effort is with the Customer.

13.9.2 The Customer agrees to indemnify and hold harmless Vodafone from any and all claims losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (i) Customer's use of Apple DEP; and/or (ii) any claims, including but not limited to, any User claims, or third party claim about Customer's use, deployment or management of Authorised Devices. (iii) claims arising from Apple as a result of any act or omission of the Customer.

13.10. Termination

13.10.1 Either Party can terminate the Apple Device Enrolment Programme Facilitation Services by providing 30 days' written notice to the other Party.

13.10.2 In the event of a breach by either party of these Service Terms then the party suffering the breach may terminate with immediate effect.

13.11. Consequence of Termination

13.11.1 In the event of termination by either Party then the Customer will notify Vodafone whether it will:

- (a) cease using Apple DEP:
 - i) upon notification both Parties will remove all Customer's Enrolled Devices from Apple DEP; or
 - (b) continue using Apple DEP:
 - ii) Vodafone will no longer provide the Services outlined in these Service Terms and the Customer has ongoing obligation to comply with the obligations set out in these Service Terms, notably clauses 13.5.5 and 13.7.1.

14. Vodafone Wi-Fi Calling

The following specific service terms apply to the Wi-Fi Calling Service.

14.1 Vodafone Wi-Fi Calling ("Wi-Fi Calling") is an integrated service that allows Customer to make and receive voice calls over a wireless internet connection such as home broadband, office broadband or public Wi-Fi.

14.2 Emergency services: Customer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.

14.3 To use Wi-Fi Calling, Customer must have:

- (a) a compatible Price Plan;
- (b) a compatible mobile device; and
- (c) good access to a wireless internet connection.

14.4 Any voice calls made with Wi-Fi Calling will use Customer's usual UK bundle allowances. If Customer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates.

14.5 Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.

14.6 Customer shall not use Wi-Fi Calling whilst roaming outside of the UK.

14.7 Although prohibited from using Wi-Fi calling whilst roaming, where Customer makes or receives Wi-Fi calls whilst abroad, additional charges shall apply.

14.8 Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device.

14.9 If Customer wishes to remove Wi-Fi Calling across Customer's entire account or any number of devices on Customer's account, Customer shall notify Vodafone so Wi-Fi Calling can be de-activated.

14.10 Vodafone may suspend, end or change Wi-Fi Calling for any reason, including where repair or maintenance work is needed or where Vodafone determines that a User has not used Wi-Fi Calling for a period of at least 6 months. If Vodafone ends Wi-Fi Calling, Vodafone will provide Customer with at least 30 days' notice.

14.11 Vodafone will provide Wi-Fi Calling using reasonable skill and care but Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Customer, as well as the general availability of the public telecommunications network. Customer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.

14.12 Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection.

14.13 Customer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will need to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).

14.14 Vodafone reserves the right to block communications over Wi-Fi networks, for example, in order to prevent fraud where required by court order.

14.15 Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Wi-Fi Calling service.

14.16 The use of Wi-Fi Calling is subject to these service specific terms, this Service Offer and Customer's applicable Price Plan Guide.

15. Offsite Customer Service Advisor – Specific Terms

These Service Terms apply to On-Site Advisor Services and are incorporated by reference into the Call Off Contract between Vodafone and Customer and form the agreement for the On-Site Advisor Services.

15.1 Scope of Service



- 15.1.1 Subject to clause 15.3, the support features as set out in these Service Terms shall be provided from the Call Off Commencement Date for the Call Off Initial Period.
- 15.1.2 These On-Site Advisor Service Terms set out the terms and conditions under which the Customer is entitled to an On-Site Advisor from Vodafone.
- 15.1.3 If the On-Site Advisor is not currently assigned to Customer, Vodafone shall initiate the recruitment of an On-Site Advisor from the Call Off Commencement Date of the Call Off Contract and shall provide the necessary training and shall procure the equipment required as set out in clause 15.3.1. The Customer acknowledges that the On-Site Advisor shall not be available for up to a period of 16 weeks from the Call Off Commencement Date of the Call Off Contract. All On-Site Advisors shall be subject to Baseline Personnel Security Standard (BPSS) clearance. In the event Customer requires a higher level of clearance, Customer shall be responsible for arranging and bearing all related costs.
- 15.1.4 The support features and limitations of the support features shall be at the discretion of Vodafone.

15.2 Service specific definitions

- 15.2.1 In these Service Terms the following terms have the following meanings unless expressly stated otherwise:
- (a) *Customer Service Advisor* – means a Vodafone employee, based at a Vodafone premises
 - (b) *On-Site Advisor* – means a Vodafone employee, based predominantly on-site at Customer's premises
 - (c) *On-Site Team Manager* – means the line manager of the On-Site Advisor
 - (d) *Service Manual* – means a Vodafone owned, working document between Vodafone and Customer which outlines the working practices undertaken by the On-Site Advisor
 - (e) *Vodafone Customer Services* – means the Vodafone customer service call centre at Vodafone
 - (f) *Vodafone Customer Services Team Manager* – means the team manager of Vodafone Customer Services
 - (g) *Working Hours* – means the working hours of the On-Site Advisor as detailed in clause 15.10.1 and any measurement of Working Hours shall be calculated between these hours

15.3 Service performance

- 15.3.1 Provision of essential equipment by Vodafone: Vodafone shall provide computer equipment to enable access to Vodafone systems and mobile telephone equipment for use by the On-Site Advisor(s) which Vodafone deems necessary to allow the On-Site Advisor to fulfil its obligations under these Service Terms.
- 15.3.2 Provision of space and utilities and essential equipment by Customer: Customer shall provide the required working space for the On-Site Advisor, including a work table with appropriate chair, access to normal electrical supply outlets as well as BT style telephone sockets and connectivity such as Asymmetric Digital Subscriber Line or WiFi fit for purpose where available, lockable storage facilities, a Customer desk top to enable the On-Site-Advisor to access Customer intranet, phonebook, e-mail, and any other Customer owned databases or applications and all necessary building access and security passes. All these facilities shall be free of charge and where applicable shall conform to all applicable Health and Safety Regulations in force at the time.

15.4 Non Solicitation

Neither Party shall (except with the prior written consent of the other) during the term of the Call Off Contract and for a period of 1 year thereafter solicit the services of any staff of the other Party who have been engaged in the

performance or management of that Party's obligations under these Service Terms or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

15.5 Service Specific Details

Service provided by On-Site Advisors:

- (a) *On a daily basis, the On-Site Advisor will report through Vodafone normal line management channels.*
- (b) *The On-Site Advisor will be instructed by the On-Site Team Manager as to any particular key activities that are required to be undertaken by the On-Site Advisor, as well as any particular activities that need to be dealt with as a matter of priority.*
- (c) *A nominated Customer representative or a representative of a Customer business unit, whose details shall be provided to Vodafone in writing, may highlight any priorities or concerns to the On-Site Advisor who in turn will discuss such concerns with the On-Site Team Manager.*
- (d) *In the event that the Vodafone customer contact is unavailable to provide an immediate decision on a particular matter of priority, the On-Site Advisor can act on the authority and instruction of the nominated Customer representative to the extent that it is reasonably practicable to do so; otherwise the On-Site Advisor shall escalate the matter within Vodafone for resolution.*
- (e) *The On-Site Advisor will be responsible for scheduling and managing their activities as set out in this clause 15.5, and shall do so in accordance with guidelines provided by the On-Site Team Manager.*
- (f) *The activities of the On-Site Advisor may vary according to the Service Manual and requirements of the Customer's business, but will not go beyond the activities as set out in this clause 15.5.1(f):*
 - *Billing advice*
 - *Correspondence/general queries*
 - *Arranging handset recoveries*
 - *Inventory management. This shall mean the management of any on-site stock (including spare stock) delivered by Vodafone to Customer*
 - *Network Advice. This shall mean general Network advice*
 - *Processing of orders*
 - *First line support to the nominated representatives of Customer and Customer's business unit's in respect of queries and Service affecting events*
 - *Any other reasonable ad-hoc mobile related activities as required by Customer and agreed in advance in writing by the On-Site Team Manager*

15.7 Absence and Replacement of an On-Site Advisor:

- 15.7.1 In the event that the On-Site Advisor needs to be permanently replaced, Customer acknowledges that such replacement may not be available for up to 16 weeks due to the recruitment and training processes that have to be initiated. Vodafone shall use all reasonable efforts to provide a temporary advisor where reasonably practicable.
- 15.7.2 The On-Site Advisor shall be required to:
- (a) *attend internal Vodafone meetings from time to time; and*
 - (b) *attend a monthly off-site two-hour review meeting; and*
 - (c) *utilise two days for off-site conferences each year.*



15.7.3 Vodafone shall provide 7 calendar days' notice of such off-site absenteeism detailed in clause 15.6.2 above. During such meetings with the On-Site Advisor or during the two day off-site conferences, Vodafone Customer Services shall deal with calls to the On-Site Advisor. As in the circumstances set out above in clause 15.6.1 and clause 15.6.2, Vodafone shall use all reasonable efforts to provide cover for any other absences by providing an alternative Vodafone Customer Service Advisor based at Vodafone premises.

15.7.4 Planned Absence Cover

- (a) Vodafone shall not provide an On-Site Advisor on bank and other public holidays.
- (b) For scheduled sick leave and other scheduled absences, Vodafone shall arrange and provide a substitute Customer Service Advisor based at Vodafone premises from the first day of absence where reasonably practicable.
- (c) The substitute Customer Service Advisor will have suitable training, and knowledge to perform the same business duties as the On-Site Advisor that he/she is to replace.

15.7.1 Unplanned Absence Cover

- (a) Should there be non-attendance at work for any reason and that absence has not previously been notified to Customer, then Customer shall be informed of this absence and the reasons for it by 10.00am on the first day of absence with an indication of how long the absence is expected.
- (b) In the event of any unplanned absence by the On-Site Advisor, Vodafone shall provide cover with a Customer Service Advisor based at Vodafone premises from the third Working Day of continuous absence, day one being first day of unplanned absence.

15.8 Service Levels

15.8.1 The On-Site Advisor's measurable service levels shall be as follows:

- (a) 95% of orders received via email before 12pm shall be despatched within 16 Working Hours subject to a maximum of 25 orders per Working Day.
- (b) In the event that Customer orders more than 25 items via the On-Site Advisor in a single Working Day, then Vodafone shall be entitled to extend the despatch times with the agreement of the Customer.
- (c) The On-Site Advisor shall process hand delivered orders as soon as reasonably practicable but Customer agrees that service levels as set out in clause 15.7 shall not apply to hand delivered orders.

15.8.2 The service levels for hand-portable Equipment recovery are as follows:

- (a) In the event that a device becomes faulty, Vodafone shall provide one of the two standards of device recovery set out below, namely gold or standard. Customer shall provide the following minimum information at time of request: name; address; company name; mobile number; IMEI number; model number and device fault.
- (b) On receipt of this information Vodafone shall advise the appropriate recovery partner, who shall effect the recovery in accordance with the service levels set out below.
- (c) **Gold recovery:** In the case of gold recovery Vodafone shall exchange a faulty mobile device within 8 Working Hours from the end of Working Hours on the Working Day of request in 98% of such requests. Recovery requests received after 12 noon shall be deemed to have been received on the next Working Day.
- (d) **Standard recovery:** In the case of standard recovery 98% of faulty mobile devices shall be recovered from the User, replaced or repaired at Vodafone's discretion, and delivered back to the User

within 32 Working Hours from the end of Working Hours on the Working Day of notification of the fault. Recovery requests received after 12 noon shall be deemed to have been received on the next Working Day.

- (e) Vodafone shall exercise all reasonable efforts to provide the gold recovery service during the manufacturer's warranty period for a device. Where it is not possible to provide the gold recovery service due to non-availability of stock, a standard recovery service shall be provided.
- (f) Vodafone shall provide a free of charge recovery service during the manufacturer's warranty period. Recovery provided outside the manufacturer's warranty period or in respect of Equipment not supplied to Customer by Vodafone shall be charged at Vodafone's Standard List Price.

15.9 Services provided by Vodafone Customer Services (separate from services provided by the On-Site Advisor)

15.9.1 The first line of support for User queries shall be Vodafone Customer Services which can be contacted by the User's by phone or email. The Vodafone Customer Services Team Manager's telephone number can be provided to key Customer and Customer business unit representatives for escalation purposes relating to the performance of Vodafone Customer Services.

15.9.2 Vodafone Customer Services shall also provide support for standard User queries or requests outside of Working Hours and support to the Customer and Customer business unit nominated representatives when the On-Site Advisor is not available.

15.9.3 Vodafone Customer Services shall additionally:

- (a) act as single point of contact for resolution of service issues in escalation from Users
- (b) implement and co-ordinate maintenance of e-service tools in support of Customer

15.10 Point of Contact

The main point of contact for Customer and Customer business unit's nominated representatives shall be the On-Site Advisor. The main point of contact for Users shall be Vodafone Customer Services.

15.11 Working Hours and Night Service

15.11.1 Working hours for the On-Site Advisor shall be 9.00am start time (with one-hour flexibility either side of the start time) and a 7.5 hour working day on Working Days including a one-hour lunch break.

15.11.2 Any enquiry made outside these hours shall be routed to Vodafone Customer Services, and the following services will be available:

- (a) reporting lost/stolen phones;
- (b) barring of network service;
- (c) voicemail PIN reset;
- (d) Bearer Service faults;
- (e) general device support;
- (f) SIM Card activations and SIM Card swaps;
- (g) requesting personal unlock code (PUC);
- (h) requesting porting authority codes (PAC); and
- (i) e-service tool login support

15.12 Remedy of Adverse Performance Issues

15.12.1 In the event that Customer has reasonable grounds to believe there to be an adverse performance issue with an On-Site Advisor, Customer shall notify the On-Site Team Manager in writing accordingly.

15.12.2 Within four weeks of receipt of the above notification, Customer and Vodafone shall determine:

- (a) what remedy is appropriate; and
- (b) a timescale, not exceeding 3 months, within which the agreed



remedy shall be actioned.

15.12.3 If after the agreed remedy period the adverse performance issue in question has not been resolved to the satisfaction of Customer, then Customer reserves the right to escalate the issue.

15.12.4 Each Party shall provide to the other the contact details for relevant personal within their respective organisations for escalation purposes and shall notify each other in the event that such contact details change during the term of the Call Off Contract.

15.13 Change in Workload and Resources Required

In the event that any other factors arise that may have a bearing on the level of resource required to fulfil the Services defined in these Service Terms, Customer and Vodafone shall review the overall situation to determine if a change in Service Manual is required, and determine any associated implementation plan. In any event, where reasonably practicable, the workload and resource requirements shall be reviewed quarterly by the On-Site Team Manager.

15.14. Review

The parties agree to meet when reasonably required to review these Service Terms and the requirements contained herein and review status of operations to ensure Customer satisfaction is maintained. Any amendments to the Service Terms will be amended accordingly by an amendment notice

16. Public Sector Data Sharer Specific Terms

- 16.1 Vodafone Data Sharer allows an overall data allowance to be shared between multiple Connections within a group. The group is composed of a lead Connection (Parent) linked to other user Connections (the "Group"). The
- 16.2 Customer is only permitted to have one Group unless Vodafone expressly agrees otherwise.
- 16.3 The Parent shall incur all Data Sharer charges. The Customer shall ensure that it has a Parent identified on its account at all times. In the event there is no Parent on the Customer's account: (a) Vodafone shall notify the Customer to connect a Parent; (b) the Customer shall connect the Parent within 24 hours of Vodafone's notice; and
- 16.4 the Customer shall pay Vodafone all Data Sharer charges incurred in respect of the Data Sharer user Connections as though a Parent was present.
- 16.5 Vodafone Data Sharer is available on eligible business voice price plans with the same or longer term commitment period than relevant Vodafone Data Sharer price plan. Please contact your Account Manager for more details regarding price plan eligibility.
- 16.6 The Vodafone Data Sharer bundle applies to standard data usage within the UK only ("Bundle"). Out of bundle charges apply as set out in Customer's selected price plan and standard roaming charges apply to all data access outside of the UK.
- 16.7 The Customer acknowledges and accepts that its Parent cannot have a content bar applied because out of bundle charges will be recorded as content purchases.
- 16.8 All connections in the Group will be permitted to use the Bundle. The Customer accepts that any other ordered data bundles will not be available for use but the Customer may still be charged.
- 16.9 Vodafone shall send the Customer a text when the Customer has used 80% of its Bundle and a further text when the Customer has used 100% of its Bundle. The Customer can also text 'DataShare' free to 40560 to check how much data is left in its Bundle. These functionalities are only available on Customer's Parent Connection.
- 16.10 Early termination charges will apply if the Customer terminates a Connection before the end of Customer's minimum Vodafone Data Sharer price plan period.
- 16.11 The following terms apply to Vodafone Data Sharer for single plans:

- 16.12 the Customer may not have more than two member Connections in Customer's Group.
- 16.13 the Customer must use the member Connection(s) on data devices only.
- 16.14 the Customer must have at least one lead connection in Customer's Group.
- 16.15 the Parent must be a smartphone.
- 16.16 If the Customer does not comply with the Data Sharer terms Vodafone shall text the Customer to advise the Customer to contact Vodafone to rectify the non-compliance. If Vodafone receives no contact, or the non-compliance is not rectified, within 5 Working Days of Vodafone's text Vodafone shall remove Customer's non-complying Connections from the Group and Vodafone will advise the Customer of the applicable charges that will apply.
- 16.17 The following terms apply to Vodafone Data Sharer plans:
- 16.18 The Customer Bundle must average at least 500MB per Connection in its Group at all times.
- 16.19 The Customer acknowledges that Vodafone Data Sharer billing does not support automatic cost centre allocations of Charges.
- 16.19.1 The Customer may migrate its Connections to a Vodafone Data Sharer price plan with a larger data bundle subject to payment of the applicable charges for that price plan.
- 16.20 All new connections must terminate with the Parent connection.
- 16.21 Data Sharer Migration:
- A. The Customer may migrate up to a higher Data Sharer bundle price plan, without limitation.
- B. The Customer shall only be entitled to migrate down to the next lower Data Sharer bundle once in each month and only after the first 12 months of the initial Data Sharer bundle set out in the Order Form.
- C. The Customer shall not be entitled to migrate down to a Data Sharer bundle that has a lower maximum

number of devices than which are currently subscribed under the Call Off Contract.