



Office Net Service Description

Available until 31 October 2017

1. Introduction

- 1.1. The Office Net family of products are bundled fixed calling and broadband products offered by Vodafone to business customers.
- 1.2. Your “**Agreement**” with Vodafone in relation to Office Net comprises:
 - (a) your Sign Up Agreement;
 - (b) this Service Description, including:
 - (i) the Specific Terms and Conditions; and
 - (ii) all other terms and conditions in this Service Description; and
 - (c) any Additional Terms and Conditions; and
 - (d) the Business Terms.

If there is any inconsistency or ambiguity between the items listed above then the earlier listed item will prevail to the extent of the inconsistency or ambiguity.

- 1.3. In this Service Description the following definitions apply:

Additional Terms and Conditions means any additional terms and conditions that apply to your Pricing Plan including those that are referenced in your Sign Up Agreement or set out on our website at www.vodafone.co.nz;

Add-ons mean any additional features, options and services that you select in your Sign Up Agreement or which we provide to you as part of a Pricing Plan;

Agreement has the meaning given in paragraph 1.2;

Charges mean the charges that are paid or payable to us in connection with your Agreement;

Early Termination Charges or **ETCs** has the meaning given in paragraph 3.5;

Excluded Calls means any call types which are stated in your Agreement or on our website at www.vodafone.co.nz as being excluded from your Pricing Plan or metered outside of your Pricing Plan;

Fixed Line Broadband Service has the meaning given in paragraph 5.1;

Fixed Line Calling Service has the meaning given in paragraph 4.1;

Initial Term means the initial term for your Pricing Plan as set out in your Sign Up Agreement;

Master Account means your Office Net master account held with us for the benefit of your Users;

MDF or **Main Distribution Frame** means any signal distribution frame at or connected to your Sites which allows us to interconnect the Network to those Sites;



Minute Pack has the meaning given in paragraph 4.6;

Pricing Plan means any plan that you chose for Office Net as set out in your Sign Up Agreement;

Services means the Fixed Line Calling Service and Fixed Line Broadband Service that we provide to you pursuant to your Agreement and any other features of your Pricing Plan and Add-ons that you purchase or use from time to time;

Sign Up Agreement means any application (including terms and conditions) which you sign or agree to in relation to an Office Net product;

Site means any site to which we provide Services;

Specific Terms and Conditions are any terms and conditions that are identified in this Service Description as "Specific Terms and Conditions";

Standard Connection and Wiring/Standard Connection Only each has the meaning given in paragraph 7.1;

User means any individual who uses Services that we provide to you;

VDSL Appointment has the meaning given in paragraph 7.7;

Vodafone, we or us means Vodafone New Zealand Limited and "**our**" has a corresponding meaning; and

you means the business customer who enters into an agreement with us and "**your**" has a corresponding meaning.

2. Pricing Plans and Add-ons

- 2.1. The Pricing Plans that are available for Office Net are set out in your Sign Up Agreement and on our website at www.vodafone.co.nz.
- 2.2. You will be required to choose a Pricing Plan in your Sign Up Agreement and any terms and conditions that are specific to that Pricing Plan will apply to your Agreement. In addition, we refer in this Service Description to Specific Terms and Conditions that only apply to certain types of Pricing Plans.
- 2.3. Add-ons to your Pricing Plan are available and can be chosen in your Sign Up Agreement. Indicative Charges for Add-ons are typically stated in your Sign Up Agreement. Please also see our website at www.vodafone.co.nz for more information in relation to Add-ons, including updated Charges, or contact your Account Manager.
- 2.4. To retain your Pricing Plan Charges you must keep all of the bundled components of your Pricing Plan including the Fixed Line Calling Service and Fixed Line Broadband Service selected on your Sign Up Agreement.
- 2.5. Our Pricing Plans cannot be used with any other discounts, rates or calling packages except with our express written permission.

3. Changes, additions and early termination

- 3.1. Without limiting our other rights to vary your Agreement or any part of it, we may vary this Service Description at any time without prior notice to you if the variation does not impact on your Charges or materially impact on the Services that you receive from us. Updated versions of this Service Description will be available on our website at www.vodafone.co.nz.
- 3.2. During the Initial Term of your Pricing Plan you may request additional:
 - (a) Services (including Add-ons) which we may provide for an additional Charge; and



- (b) Sites to which we provide Services to you.
- 3.3. Additional Terms and Conditions may apply to additional Services requested under paragraph 3.2(a) or Sites requested under paragraph 3.2(b). You agree to accept any Additional Terms and Conditions before we provide those additional Services to you or service those additional Sites (as applicable). We will discuss with you whether the Additional Terms and Conditions will apply to your existing Agreement or whether you will need to enter into a new agreement with us for the additional services or sites which may run for a further initial term. Please contact us for further information.
- 3.4. Without limiting paragraph 3.5, if you give up any component of your Pricing Plan (e.g. your Fixed Line Calling Service) during the Initial Term then you will no longer be covered by your Pricing Plan and Vodafone may charge you for the remaining Services on the standard rate card prices for the remainder of your Initial Term.
- 3.5. We may require you to pay early termination charges if, prior to the expiry of the Initial Term of a Pricing Plan, you give up any Service (in whole or in part) or if we terminate your Agreement or any Service (in whole or in part) in accordance with the terms and conditions of your Agreement ("**Early Termination Charges**"). The Early Termination Charges that apply to your Pricing Plan are set out in your Sign Up Agreement or on our website at www.vodafone.co.nz.
- 3.6. If you have multiple Sites under a Master Account then Early Termination Charges will apply for each Site.

4. Fixed Line Calling Services

- 4.1. A "**Fixed Line Calling Service**" means any fixed line calling service that Vodafone provides to you or your Users under your Agreement (where the service is available at your Sites).
- 4.2. Your Pricing Plan will only cover the call types that are expressly specified in your Sign Up Agreement and on our website at www.vodafone.co.nz as being included in your Pricing Plan. Any other call types and any Excluded Calls are not covered by your Pricing Plan. Excluded Calls made by your Users will be charged to you at the rates set out on our website at www.vodafone.co.nz or otherwise notified to you.
- 4.3. We are not intending to place additional limitations on the amount of calls that you can make with your Fixed Line Calling Service though there are restrictions on your use and your Users' use of your Fixed Line Calling Service, including that it must not be used:
 - (a) by business customers with more than 20 calling lines per site (excluding Direct Dial-In (DDI) lines which are purchased in blocks); or
 - (b) for contact centres, telesales, auto-dialling, continuous call forwarding, telemarketing or multiple simultaneous calling or any other activity that Vodafone considers to be non-standard usage; or
 - (c) for resupply, resale, onsale or any other supply to a third party (whether in whole or in part).
- 4.4. If we consider that your use or a User's use of your Fixed Line Calling Service is not (or will not be) in accordance with paragraph 4.3 then we may, depending on the circumstances, refuse your application for the Fixed Line Calling Service (or your application for a Pricing Plan) or suspend or terminate your Fixed Line Calling Service (or your Agreement), with immediate effect.

Specific Terms and Conditions - Pricing Plans with a Fixed Line Calling Service usage quota

- 4.5. The Specific Terms and Conditions in the remainder of this paragraph 4 only apply to the extent your Pricing Plans have usage quotas for your Fixed Line Calling Service.
- 4.6. You may receive one or more "**Minute Packs**" when you purchase an Office Net Pricing Plan with a Fixed Line Calling Service usage quota. Minute Packs allow you to combine calling minutes from all of your Users who use the same Office Net Pricing Plan and you will be billed to your Master Account. You may be able to purchase additional Minute Packs as Add-ons for an additional Charge either in your Sign Up Agreement or at a later time.



- 4.7. If you have multiple Sites under a Master Account with one or more Minute Packs, eligible calling minutes at those Sites will be billed to the Master Account.
- 4.8. Excluded Calls are not included in your Minute Packs and will attract additional Charges in accordance with paragraph 4.2. In addition, your Sign Up Agreement may specify other conditions, limitations, rules and exclusions that apply to the Fixed Line Calling Service on your Pricing Plan.
- 4.9. Once your Minute Pack(s) are used up the calling rates applicable to your Fixed Line Calling Service will revert to our published rates that are set out on our website at www.vodafone.co.nz.
- 4.10. All calls are charged on a minute plus second basis (calculated to the next second). There is a one minute minimum Charge for each call and the Charge for each call is rounded to the nearest cent.
- 4.11. Minute Packs can be changed on your billing anniversary date.
- 4.12. Any unused calling minutes will not roll over into the next billing cycle.

5. Fixed Line Broadband Services

- 5.1. **"Fixed Line Broadband Service"** means any fixed line broadband service that Vodafone provides to you or your Users under your Pricing Plan (where it is available at your Sites).
- 5.2. Our Fixed Line Broadband Service provides access to the internet through a broadband access network. The access is shared with other broadband users for bandwidth which means the performance may vary at different times of the day. Further, Office Net broadband uses different internet speeds depending on the state of the network.
- 5.3. We are not intending to place additional limitations on the amount of broadband data that you can use with your Fixed Line Broadband Service though there are restrictions on your use and your Users' use of your Fixed Line Broadband Service, including that it must not be used:
 - (a) in a manner which we consider: (A) is or may be detrimental to or interferes with our provision of a service to you or to any of our other customers; or (B) interferes with our or a third party's network or equipment;
 - (b) for resupply, resale, onsale or any other supply to a third party (whether in whole or in part); or
 - (c) for contact centres, auto-dialling, continuous call forwarding or telemarketing.
- 5.4. Use of your Fixed Line Broadband Service is subject to Vodafone's traffic management policies, to avoid network congestion. Chorus also applies a traffic management policy on VDSL connections to stabilise the connection.
- 5.5. If we consider that your use or a User's use of any Fixed Line Broadband Service is not (or will not be) in accordance with paragraphs 5.4 or 5.5 then, depending on the circumstances, we may refuse your application for a Fixed Line Broadband Service (or your application for a Pricing Plan), your Fixed Line Broadband Service may be shaped or managed, or we may suspend or terminate your Fixed Line Broadband Service (or your Agreement), with immediate effect.
- 5.6. Without limiting paragraphs 5.3, 5.4 or 5.5, Vodafone's Internet Acceptable Use Policy is published on our website at www.vodafone.co.nz and is updated from time to time. That policy applies to any use of the Fixed Line Broadband Service by you or a User and we may suspend your Fixed Line Broadband Service with immediate effect if you or your Users do not use your Services in accordance with that policy.
- 5.7. You acknowledge that statements about the speed of your Fixed Line Broadband Service are based on theoretical maximums and are not guarantees of continuous speed. Where a download or upload speed is specific, the services are capable of burstable speeds up to the speed stated. Where a download or upload speed is described as "Maximum" you will only receive the highest speed your broadband connection can deliver. The actual speed that your broadband connection can achieve may depend on a number of factors which may include the equipment you use (including your computer and Wi-Fi capability), the internal wiring of your premises, the external wiring of your premises, the distance of your premises from the exchange, New Zealand and overseas networks, internet traffic congestion, other environmental factors, how many other people are using it at the time and the other factors set out in this Service Description.



- 5.8. Your access to your Fixed Line Broadband Service and the available bandwidth is shared with other broadband users. As a result, the performance of your Fixed Line Broadband Service may vary from time to time where there is above average broadband traffic over the network.
- 5.9. Changes in the environment impacting on our network and your premises can alter the electrical interference encountered, and cause unwelcome error rates or even instability. Accordingly, we may tune your Fixed Line Broadband Service on a regular basis. You acknowledge that the best speed and performance of your Fixed Line Broadband Service may change as a result of these environmental changes and our tuning of the Service.
- 5.10. Unless there is a separate agreement in place between you and us to the contrary, the internal security of your IT and telecommunications networks is your own responsibility. You will maintain strong password strength for all aspects of your LAN network and voicemail password protection to protect your business from malicious attack.

Specific Terms and Conditions - Pricing Plans with a Fixed Line Broadband Service usage quota

- 5.11. The Specific Terms and Conditions in the remainder of this paragraph 5 only apply to the extent your Pricing Plans have usage quotas for your Fixed Line Broadband Service.
- 5.12. Your broadband data usage is based on the amount of data transferred by or for your Fixed Line Broadband Service including all traffic sent to and from our servers and any traffic rejected by security software or hardware or otherwise not delivered.
- 5.13. Your Pricing Plan comes bundled with broadband data quota. In addition, you may purchase additional data packs as Add-ons, where available, which have a fixed Charge and a fixed size. Where you purchase an additional data pack you will automatically receive and have access to it once your bundled data quota is used up (or if you use up another additional data pack that you previously purchased).
- 5.14. When you finish your broadband data quota/pack (and you have not purchased an additional data pack) you will automatically be allocated another data pack of the same size for the same Charge.
- 5.15. Your broadband data usage is measured daily and rounded to the nearest Kilobyte, before creating a monthly total. We will send an email notification to the email address you specify in your Sign Up Agreement about how much broadband data traffic we have metered when you reach 80% and 100% of your bundled broadband data quota and any additional broadband data packs you may purchase or receive. Delivery of these notifications is not guaranteed, and does not in any way limit your responsibility to manage the costs you are incurring.
- 5.16. Pricing Plans are connection-specific and your usage of broadband data bundles cannot be shared between connections or across your Sites.
- 5.17. Any unused broadband data will not roll over into the next billing cycle.

6. Conditions to receiving the Services

- 6.1. **Important notice: ISDN services rely on mains power. In the event of a power outage, connection to Emergency Services (111) will NOT BE POSSIBLE and if you have VDSL broadband Services these will not work. Please ensure you have an alternative means of contacting Emergency Services in case of mains failure. Vodafone is not liable to you in relation to any such power failure.**
- 6.2. Your Sites must be specified in your Sign Up Agreement. Our agreement to provide Services to you is conditional upon us confirming that it is commercially feasible for us to build network to your Sites. We will try to attempt to confirm this commercial feasibility within 10 working days of execution of your Agreement. If in our sole discretion we consider that it is not commercially feasible for us to build network to your Sites then we will consult with you to agree on an alternative Vodafone service that we can provide to you, subject to paragraph 3.4.
- 6.3. Any confirmation we provide under paragraph 6.2 is no guarantee that we can provide Services to you. Our ability to provide Services to you will also depend on factors that include:
 - (a) network availability at your Sites;



- (b) suitability of your line characteristics (including the lead-in line at your Sites) and premises wiring;
- (c) required authorisations, licences and consents for your building premises; and
- (d) issues with your building set up and your specific requirements.

7. Installation

- 7.1. We will waive the cost of a standard connection and wiring at your Sites to receive the Services during our (or our agent's) first visit to your Sites ("**Standard Connection and Wiring**" / "**Standard Connection Only**") on the basis that you complete your Initial Term.
- 7.2. Our Standard Connection and Wiring and Standard Connection Only services do not include:
- (a) additional work associated with your installation which has additional cost (including additional work which is required due to the quality and capacity of your lines);
 - (b) any trench excavation;
 - (c) additional line capacity at your Sites or new lead-ins at your Sites which you request that we install;
 - (d) wiring from the MDF of your Sites if your building is fitted with a MDF;
 - (e) installation or configuration of your router (e.g. for LAN); or
 - (f) any other factor associated with your installation or set-up which we (or our agent) reasonably consider to be non-standard.

You are responsible for undertaking and for all costs associated with the matters set out above.

- 7.3. If you order additional line capacity and you are not the owner of the property, or if you occupy a right-of-way or multi-unit dwelling, third party consents may be required. You must provide us with all information and assistance required to assess any consents that may be required. You must obtain the consent of the owner(s) of your Sites to all works being undertaken at the Sites and obtain (or assist us or our agent to obtain) all other required authorisations, licences and consents. You acknowledge that we will not be able to provide Services to you until all required access, authorisations, licences and consents are obtained.
- 7.4. You must be present at your Sites during the installation of your Services. You acknowledge that additional Charges may apply if you:
- (a) deny us or our agent access to your Sites or any part of your Sites;
 - (b) fail to procure all required access, authorisations, licences and consents; or
 - (c) are not present at your Sites, or cannot provide us or our agent access to your Sites or any part of your Sites (including if you cannot provide safe and timely access),
- to allow us or our agent to install relevant equipment and activate your Services.
- 7.5. You are also responsible for:
- (a) any required operating system configuration on your computer and connecting any local area network or computer network to the Fixed Line Broadband Service;
 - (b) local area network or computer equipment and any related cabling;



- (c) ensuring that your existing computer and other equipment at your Sites is working properly and can support your Fixed Line Broadband Service. We may charge you a callout fee and the corresponding per hour charge for the callout if we have demonstrated that we are not responsible for a fault and we are called on to respond to that fault; and
- (d) any power required by equipment that we install to support the Fixed Line Broadband Service, unless we provide any of the above items to you as a separate service.

Specific Terms and Conditions – VDSL Service installations

- 7.6. The Specific Terms and Conditions in the remainder of this paragraph 7 only apply to the extent your Pricing Plans include a VDSL Service.
- 7.7. To establish a VDSL connection for your Fixed Line Broadband Service, a new line and equipment must be installed. In addition to the situations described in paragraphs 7.2, 7.3 and 7.4, we (or our agent) may discover at the time of installation (or prior to that time) that additional work which has additional cost is required for your installation due to the quality and capacity of your lines. Where possible, Vodafone will discuss with you what is required for installation at your property and any installation costs or Charges which will apply. In addition, new lead-ins at your Sites may be installed on request, subject to availability, at an additional (non-refundable) Charge which we will notify to you on request.
- 7.8. Standard Connection Only is available when you bring an active VDSL service to Vodafone.
- 7.9. If you have not previously taken a similar VDSL service, then the Standard Connection and Wiring includes a full re-install of the line, during which any previous internet service will be unavailable. Our target outage time is up to 3 hours, including the appointment for your Standard Connection and Wiring (“VDSL Appointment”) itself, which is typically 2 hours. However, as characteristics and conditions applicable to installation of VDSL are unpredictable, we cannot guarantee that the installation will be successful or that the target outage will be met in all cases. We will not be liable to you under or in connection with your Agreement or at law as a result of any outage and/or any installation being unsuccessful.
- 7.10. We aim to schedule the VDSL Appointment within 30 working days of receipt of a fully configured order. If you request a VDSL Appointment sooner than 30 working days, we may require you to accept a VDSL Appointment at short or no notice.
- 7.11. We will endeavour to give you a courtesy call approximately 30 minutes before your VDSL Appointment. If your building is fitted with a MDF, you are responsible for providing a RJ45 socket, premises wiring (Cat 5e or 6) and a spare port on the MDF. If this is not ready please tell us prior to the VDSL Appointment and we will supply to the MDF and allow your own technician to complete the install.
- 7.12. Some line characteristics and conditions are not apparent until the line is built and can be tested. Therefore, in some cases, we (or our agent) may discover once the line is built and tested that we are unable to provide you with a VDSL Service because your lines are unable to support VDSL. If we (or our agent) discover that your lines are unable to support VDSL (or you cancel the install or your Agreement), we (or our agent) will attempt to re-activate your existing internet connection. However, we cannot guarantee that such reactivation will be successful.
- 7.13. Access to the Internet is an additional task after the installation is successfully completed and will be scheduled as soon as practicable.
- 7.14. The following terms apply to your existing fixed service:
 - (a) where we are able to undertake cancellation of your existing fixed service for you, you authorise us to undertake cancellation of your existing fixed service following successful installation of your VDSL Service (without undertaking any liabilities to your existing service provider);
 - (b) where we are not able to undertake cancellation of your existing fixed service for you, you remain responsible for cancellation of your existing fixed service (we are not able to undertake cancellation of your existing fixed service for you if your existing service is a fibre service, such as Ultra Fast Broadband, or a fixed or mobile wireless service, as the industry does not offer the underlying capability to enable us to do so); and



- (c) **in all circumstances, we strongly recommend that you do not instruct your current telecommunications service provider to end your existing internet service before we have successfully completed installation of your VDSL Service. If you instruct your current telecommunications service provider to end your existing internet service before we have successfully completed your installation, there is a risk that your current internet service will terminate before we have completed your installation.**

8. Reporting of faults and support

Faults impacting on your Services may be reported to us. Please see our website at www.vodafone.co.nz for more information on how to report faults and obtain support.