

# Terms & Conditions: Vodafone nbn™ Plans

## 1. What Terms and Conditions Apply to my Home or Business Vodafone Essential nbn™ plan, Essential+ nbn™ plan and Premium nbn™ plan?

- (a) This document sets out terms and conditions that apply to Vodafone NBN contracts and products (collectively, "the **Products**").
- (b) The terms and conditions that will apply to your Product or Products are:
  - a. All the terms and conditions provided to you when you agree to purchase a Product including the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing a Product; and
  - b. All the terms and conditions contained in the Vodafone Standard Form of Agreement (**SFOA**), which is available at [Vodafone.com.au](http://Vodafone.com.au) (collectively, the "**Terms**").
- (c) When you agree to purchase a Product, you accept the Terms. Your contract with Vodafone commences on your acceptance of the Terms, however any minimum contract term which applies does not commence until your Service is activated.
- (d) These Products have a minimum one month contract term. You will be charged on a recurring monthly basis until you wish to cancel. Recurring monthly access fees will be charged until the end of the month in which you notify Vodafone that you wish to discontinue the service. You will also be required to pay for any additional applicable device payments or service costs. Please see Section 3 of these terms for more information.
- (e) Vodafone's Fair Use Policy applies to any unreasonable use of Plan inclusions. This includes use of any "unlimited" or "infinite" data offerings. See <http://www.vodafone.com.au/fairusepolicy>.
- (f) The Terms may be changed by Vodafone from time to time. Vodafone will comply with relevant laws, regulations and industry codes if it makes any such changes.
- (g) For more information, call Vodafone on 1300 801 122 or visit [Vodafone.com.au](http://Vodafone.com.au)

## 2. Important Things you Need to Know

### Availability

- (a) The Products are available through the following Services:
  - a. NBN Service:
    - i. Vodafone NBN is a fixed broadband data-only Service ("NBN Service") that allows you to send and receive data (including access to the internet and internet content) via the National Broadband Network ('NBN Network') as supplied to us by NBN Co Limited ("NBN").
    - ii. The NBN Service is not available in all areas or premises and is subject to a service qualification check which will be discussed with you when you sign-up to an eligible Product. The possible technologies used to deliver the NBN Service will depend on the connection between your premise and the NBN Network which may include:
      - 1. the NBN Fibre to the Premises (FTTP) Service – This Service type uses a fibre cable that connects the NBN Network from the nearest available node directly to your premises. This Service requires an Network Termination Device ("NTD") to be installed inside your home which must be installed by an NBN technician and requires power to operate;
      - 2. the NBN Fibre to the Base (FTTB) Service – This Service type is typically used if you live in an apartment block or a similar type of building. A fibre cable is connected to the building's communications room and existing technology within the building is then used to connect the NBN Service to each apartment;
      - 3. the NBN Fibre to the Node (FTTN) Service – This Service type uses the existing copper wires to connect from a nearby FTTN cabinet or node to your premises;
      - 4. the NBN Hybrid Fibre Coaxial (HFC) Service – This Service type is typically used where the existing pay television or cable network can be used to connect to the NBN Service. The fibre will run from the nearest node to your premises. This Service requires an NTD to be installed inside your home which must be installed by an NBN technician and requires power to operate; and
      - 5. the NBN Fibre to the Curb (FTTC) Service – This Service type uses the existing copper wires to connect from a fibre connection close to your premises.
    - iii. You may only use the NBN Service in one location over the Vodafone network. Unless otherwise stated, only one Vodafone Product can be used per connection to the Vodafone network.
  - b. Vodafone Instant Connect:
    - i. A complimentary data-only service for new Vodafone NBN Service customers which provides internet access via our Mobile Service if you are in a Vodafone Coverage Area. This service is available from when you sign-up until your NBN Service is activated or for a period of 30 consecutive days (whichever occurs first). Once you are connected to your NBN Service, Instant Connect will be terminated. This service is only available when using the Vodafone Wi-Fi Hub™ with a Vodafone SIM on the Vodafone Network. This service is described in the Terms as 'Mobile Backup Service'.
  - c. Vodafone 4G Backup:
    - i. A complimentary data-only service which provides internet access via our Mobile Service if you are in a Vodafone Coverage Area during confirmed local NBN faults. This service will be automatically activated if you lose connection to your NBN service. This service is not available for mass service outages.

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- ii. You will be able to use this service until the fault is resolved or for a period of 30 consecutive days (whichever occurs first). However, if we seek your co-operation in restoring your Vodafone NBN Service and are unable to obtain it then we may temporarily bar the service until we successfully contact you. Once you are re-connected to your NBN Service, 4G Backup will be terminated. This service is only available when using the Vodafone Wi-Fi Hub™ with a Vodafone SIM on our Network. This service is described in the Terms as 'Mobile Backup Service'.
- (b) The Products are for personal use only by approved customers, or for small to medium business use only by approved customers with an ABN/ACN, and are not available to large business/corporate and commercial customers. Large business/corporate and commercial customers should contact Vodafone for more information about Vodafone's business products.
- (c) The Products referred to in the Terms are only available with an Approved Device as nominated by Vodafone see [Vodafone.com.au](http://Vodafone.com.au) for list of Approved Devices. Non-Vodafone supplied modems can only work on our network if they are compatible, unlocked, and have not been reported as lost or stolen devices ("Other Compatible Device").
- (d) The Products are available to credit approved customers only.

## Factors affecting availability and performance

- (a) There are several factors that may affect the availability and performance of certain Products for the following Services:
  - a. NBN Service:
    - i. The Product that you choose will determine the access connection speed for the NBN Service. This is the maximum connection speeds provided to us by NBN. The relevant maximum connection speed for your Product is detailed in the table below titled 'Minimum monthly spend and minimum contract terms for Home and Business Vodafone NBN Products.'
    - ii. The theoretical maximum connection speeds available to you are as follows:
      - 1. NBN 25 Product: 25Mbps (for downloads) and 5Mbps (for uploads);
      - 2. NBN 50 Product: 50Mbps (for downloads) and 20Mbps (for uploads); and
      - 3. NBN 100 Product: 100 Mbps (for downloads) and 40 Mbps (for uploads).
    - iii. The actual speeds for the NBN Service are variable and you will typically experience slower speeds than the theoretical maximum connection speed available.
    - iv. The performance and speed of your NBN Service depends on number of factors which include but are not limited to: choice of Product, location, the number of devices connected to your network, modem type, quality and positioning, Wi-Fi performance, in-building wiring, content accessed, the NBN technology used to deliver the NBN Service, how much capacity Vodafone has purchased from NBN, our network and internet traffic demand.
    - v. During peak usage times are between 7-11pm (inclusive), seven days per week you will experience speeds below the theoretical maximum connection speed available. Further, you will likely also experience lower speeds than the theoretical maximum connection speed during off peak usage times. Please refer to our Speed Guide page available at: <http://vfau.co/speedguide> for more information on speed.
    - vi. For FTTB, FTTN and FTTC technologies, theoretical maximum attainable speeds vary and will be confirmed once you are connected to your NBN Service. If after connection your plan is not supported by the theoretical maximum attainable speed available then we will contact you with more information and provide you with other options.
    - vii. Remote access to your Vodafone Wi-Fi Hub or other Approved Device is only available when connected to the NBN Service. It is not available when connected to Vodafone Instant Connect or Vodafone 4G Backup described below.
  - b. Vodafone Instant Connect :
    - i. Speeds for this service are limited to a theoretical maximum of 12Mbps (for downloads) and 1Mbps (for uploads). Service availability and performance varies depending on Mobile Service network coverage and your location with speeds likely less than the maximum. You can use Vodafone 4G in our 4G areas. 4G in selected areas in Australia. You can also access this service in our 3G areas however service may be slower.
  - c. Vodafone 4G Backup:
    - i. Speeds for this service are limited to a theoretical maximum of 12Mbps (for downloads) and 1Mbps (for uploads). Service availability and performance varies depending on Mobile Service network coverage and your location with speeds likely less than the maximum. You can use Vodafone 4G in our 4G areas. 4G in selected areas in Australia. You can also access this service in our 3G areas however service may be slower.

## Data Services

- (a) Your use of the internet
  - a. Once you are connected to the NBN Service and have set up the Vodafone Wi-Fi Hub™ modem ("Wi-Fi Hub"), other Approved Device, or Other Compatible Device you will be continuously connected to the internet and using data. Data usage includes both data you send (upload) and receive (download).
  - b. Your use of the NBN Service and accessing data is subject to our Fair Use Policy.
  - c. Subject to your rights under the Competition and Consumer Act 2010 or other relevant legislation (including the Australian Consumer Law), Vodafone does not make any warranty regarding any software or data provided to you,

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including with respect to how that software or data operates on your computer or interacts with your other applications.

## 3. Terms for my Home or Business Vodafone Essential nbn™ plan, Essential+ nbn™ plan and Premium nbn™ plan

### Installation and Appointments

- (a) The Installation process for your NBN Service will vary depending on the Service technology type available at your premises. We will inform you of the process for installation at your premises when you sign-up to a Product. This process will either be 'Self-Installation' or 'Assisted Installation.' For Self-Installation you will not require an NBN technician to attend your premises for installation. For Assisted Installation we will organise for an NBN technician to attend your premises to install the NBN Service. The technician may have to install specific equipment or infrastructure detailed further below under Equipment and Cabling. If you require Assisted Installation by an NBN technician, they will need access to your premises.
- (b) Regardless of which installation process is applicable to you, we will notify you that your service has been activated and you can then connect to the NBN Service with your Wi-Fi Hub, other Approved Device, or Other Compatible Device.
- (c) If you wish to reschedule an appointment, you must provide us with at least 24 hours' notice. If you do not provide us with this notice or you miss a scheduled appointment you may be charged a late cancellation or missed appointment fee. These are discussed further below under Rates and Charges.
- (d) We may also reschedule an appointment with you and will aim to give you reasonable notice of any change to appointment date and time. We are not solely responsible for installation or repair of your NBN Service and as such cannot guarantee that your appointment will go ahead at the agreed date and time. We will work with NBN to try to reschedule at a date and time that is suitable to you.
- (e) Vodafone does not offer Professional or Non-Standard Installations.
- (f) Where NBN advises that you have additional installation requirements such as trenching or other works in order for installation to be completed, you will be responsible for arranging and paying for these works directly via a qualified third party. NBN and Vodafone are not responsible for these costs.

### Access to Premises and Consent

- (a) If you require Assisted Installation by an NBN technician or for any NBN appointment, you must be present or have an authorised representative aged 18 years or over to be present.
- (b) You must also provide consent for NBN to access your premises to supply the NBN Network, install, inspect, maintain, upgrade, repair, reinstate, remove, disconnect or perform any other necessary work. If you do not own the premises you must obtain consent from the owner or if your premises is subject to strata title you must obtain strata approval. You must also notify us if consent is withdrawn during your contract period.

### Equipment and Cabling

Impact to existing devices, equipment or technology services

- (a) When you connect to the NBN Service, depending on the Service technology type at your premises, you may lose your existing home phone line service and any existing email accounts you may have with another internet provider. Further, certain devices, equipment or services may be impacted and no longer operate including but not limited to, medical devices or alarms, security alarms, EFTPOS machines, lift emergency phones, fax services and existing pay TV services.
- (b) Please contact the device or equipment manufacturer or service provider if you are unsure if you will be impacted. Vodafone does not offer Priority Assistance.

Required equipment

- (a) Depending on your Service technology type you may need specific NBN equipment or infrastructure installed at your premises in order to access the NBN Service.
- (b) If your premises has not been already connected to an NBN Service, NBN may have to install a NTD into your premises or you may be provided with an additional device to connect to your Wi-Fi Hub, other Approved Device or Other Compatible Device. This NTD and your modem must be connected to your power supply. If the power supply is turned off or is not operational, your NBN Service will not work. Vodafone do not offer a Battery Backup service.
- (c) If relevant, it is your responsibility to connect your Wi-Fi Hub or Approved Device to the NTD provided by NBN once this is installed.
- (d) If NBN equipment or infrastructure is required to be installed then this will be actioned during your installation appointment.

Modem

- (e) You will need a compatible modem in order to use the Product. It is a requirement of signing up to a Product that you purchase the Vodafone Wi-Fi Hub modem ('Modem').
- (f) The total cost of the Modem is \$180. The Modem is usually \$5 per month ('Undiscounted Price') or \$0 per month ('Discounted Price') if you stay connected for 36 months ('Device Period'). This Discounted Price will appear as a recurring credit on your monthly bill.
- (g) If you choose to cancel your plan before the end of the Device Period you will need to pay the full Undiscounted Price x months remaining on your Device Period. This remaining Modem cost will be applied as a lump sum on your final bill. For example, if you leave your plan in month 12 of the Device Period, you will pay \$120 (\$5 x 24 months) for the Modem.

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- (h) The Vodafone Wi-Fi Hub can operate with a maximum of 32 compatible Wi-Fi enabled devices at any one time. For other factors that affect speed please see Section 2: Factors affecting availability and performance above.
- (i) It is your responsibility to confirm that data service access hardware (including any modem that you use) is compatible with each PC, laptop or other computing or Wi-Fi compatible device that you will use your Product with (if appropriate).
- (j) Vodafone is not required to provide you with technical support if you use non-Vodafone supplied data service access hardware (such as your own modem), although Vodafone may do so at its discretion.

## NBN Service faults

- (a) We do not guarantee uninterrupted NBN Service as there are many factors outside our control that may affect the quality and availability of your NBN Service such as power outages.
- (b) NBN may also perform maintenance or other repair work that may interrupt or impact your connection from time to time.
- (c) If you are experiencing problems with your NBN Service please contact Vodafone and we will determine if it is a fault that requires NBN to investigate. If we determine that there is a fault on your individual line we may, if applicable, Vodafone 4G Backup will be activated for you to use while NBN attempts to fix the fault.

## Sharing

- (a) Your Vodafone NBN Product does not share data with your Vodafone Postpaid Product (if applicable).
- (b) Please refer to your Vodafone Postpaid Product details at [Vodafone.com.au](http://Vodafone.com.au) to learn more about sharing.

## Rates and charges

### NBN Service charges

- (a) Details of the rates and charges, including any minimum spends which apply to the Products are contained in these Terms. The minimum total spend over the contract term is calculated by multiplying the minimum monthly spend by the contract term.
- (b) The Products include unlimited broadband data to use via the NBN Service.
- (c) You will be charged for your Product at the rates set out in the table below once your NBN Service is activated.
- (d) Unless otherwise stated, the table below titled 'Minimum monthly spend and minimum contract terms for Home and Business Vodafone NBN Products,' specifies the minimum monthly spend, minimum contract term and NBN product that is relevant for your Product. Each charge is rounded up to the nearest cent before GST is included.
- (e) Unless otherwise stated, rates specified for the services are GST inclusive.
- (f) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.

### NBN charges

- (a) In addition to the NBN Service charges for your Product, NBN will charge a New Development fee to Vodafone to connect your premises if NBN identify that you reside in a new development. If this applies to you, we will apply a one-off charge of \$300 to your first bill following activation of the NBN Service at your premises.
- (b) NBN may also charge Vodafone for other miscellaneous charges such as:
  - a. Missed Appointment charge – This applies if you are not present at your premises at the agreed appointment date and time;
  - b. Cancelled Appointment charge – This applies if you cancel your appointment less than 24 hours before the agreed appointment date and time;
  - c. Subsequent installation charge – This applies if a further installation appointment is required;
  - d. No Fault Found charge – This applies if either:
    - i. An NBN technician attends your premises and does not find a NBN related fault, i.e. a fault between your premises and the node (or relevant point of interconnect).
    - ii. An NBN technician does not attend your premises but remotely establishes that there is a non NBN related fault.
- (c) If NBN charge Vodafone we will pass these on to you plus any administrative costs that Vodafone incur in providing you with assistance or arranging an appointment with NBN. These charges will appear on your bill.
- (d) We will endeavour where possible to notify you of these charges when you make an appointment or before NBN complete the work. NBN will perform the work in circumstances where we can obtain your consent and you agree to pay these charges.
- (e) Unless otherwise stated, rates specified for the services are GST inclusive.
- (f) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.
- (g) For more information on these charges, call Vodafone on 1300 801 122.

## Moving plans

- (a) You may change from one Vodafone NBN Product to another Vodafone NBN Product once per monthly bill period by calling Vodafone Customer Care and agreeing to the terms and conditions of the new Product.
- (b) Please refer to Billing below for more information on how moving plans will appear on your monthly bill.
- (c) Any product change will take effect immediately. Contact Vodafone Customer Care for more information.

## Transfer of NBN Service from another provider

- (a) If you have an existing NBN Service with another provider and wish to transfer that service to us, it is your responsibility to check with your provider with respect to any early termination payments or other services or discounts that you may lose as a result of transferring the service.

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## Moving location

- The NBN Service may not be available if you move from your premises to another location. You will need to contact us to check the service availability at the new location and notify us if you wish to set up your service at a new location.
- If your NBN Service can be transferred to another location, your existing Product Terms will still apply and you will continue to be charged for the Service. If you move to a new development you will be required to pay the \$300 New Development charge.
- If your NBN Service cannot be transferred to another location you will need to pay out the remaining cost of your Modem as explained above under Equipment and Cabling.

## Billing

- The minimum monthly spend is payable for each full monthly billing cycle in advance.
- In your first bill, you will be charged your minimum monthly spend for the following month, in addition to a prorated amount from the date of NBN Service activation to the end date of your bill period. For example, if your NBN Service is connected on the 15<sup>th</sup> and your billing period ends on the 30<sup>th</sup>, you will see a prorated charge for this period, plus a month in advance.
- If you change your Product during your bill period you will be refunded your Product fee for the remainder of the month on a pro-rata basis and you will be charged your new Product fee calculated on a pro-rata basis for the remainder of the month.
- If you change to a higher value Product, your new plan and associated maximum connection speed will begin immediately. If you change to a lower value Product, your new plan and associated maximum connection speed will begin immediately.
- If you cancel your service, you will be charged until the end of that monthly billing cycle.
- If you leave before the end of your Device Period (i.e. before 36 months) your final bill will include a once-off lump sum charge for your Modem. The exact charge will depend on when you leave and the charge will be reduced by \$5 per month that you remain connected to your Month-to-Month Product. For example, if you leave your plan in month 12 of the Device Period, you will pay \$120 (\$5 x 24 months) for the Modem.
- You may choose to purchase additional Products from time to time. Charges for these Products will be applied to your bill.
- Paperless billing is the default bill method for Vodafone customers.
- Vodafone will provide paper bills without charge to disabled or disadvantaged customers. Otherwise, Vodafone will not provide paper bills except in special circumstances, in which case, at its discretion, Vodafone may charge \$2.20 per paper bill.

## Support

- We provide support for installation, disconnection, problems with your NBN Service and problems with your Wi-Fi Hub. We may not provide support for problems with other modems or devices.
- Where we are unable to assist you immediately we will refer the problem to NBN and inform you of the next course of action as soon as possible.
- If you are experiencing difficulty with your NBN Service you can call Vodafone on 1300 801 122 or access Vodafone Personal Assistant through the MyVodafone application. Data charges apply to the use of the MyVodafone application. You will not need to communicate with NBN directly if you require support.

## Minimum monthly spend and minimum contract terms for Home and Business Vodafone NBN Products:

Plan name	Minimum Monthly Spend	Device Cost	Total Minimum Cost	Early Exit Fee (EEF)	NBN Product
<b>Vodafone Home nbn™ - Month to Month Plans</b>					
\$59 Essential nbn™ Plan	\$59	\$180 total	\$239	n/a	NBN 25
\$69 Essential+ nbn™ Plan	\$69	\$180 total	\$249	n/a	NBN 50
\$89 Premium nbn™ Plan	\$89	\$180 total	\$269	n/a	NBN 100
<b>Vodafone Business nbn™ - Month to Month Plans</b>					
\$59 Business Essential nbn™ Plan	\$58	\$180 total	\$239	n/a	NBN 25
\$69 Business Essential+ nbn™	\$69	\$180 total	\$249	n/a	NBN 50
\$89 Business Premium nbn™	\$89	\$180 total	\$269	n/a	NBN 100

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## **Early Exit Fees**

There are no Early Exit Fees on a month-to-month Product, however if you leave before the end of your Device Period then you will be required to pay out the remaining cost of your modem as explained above under Equipment and Cabling.

## **4. Vodafone rates**

### **What is Payable from my Home or Business Vodafone Essential nbn™ plan, Essential+ nbn™ plan and Premium nbn™ plan?**

#### **Your Plan Allowance**

As your Vodafone NBN Service is a data-only service, your plan allowance only includes unlimited data and as such you will not be charged any additional amount for use of that service. This does not include the charges that NBN may pass on to us which we then pass on to you, detailed above under *Rates and Charges*. Any other telecommunications service (i.e. calls, text, international roaming etc) is excluded from this service.

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