

# Specific Terms & Conditions: Fixed Broadband Home offers

### Description

The Fixed Broadband Home plans specific terms and conditions shall apply to prospects and existing Vodafone Home or Residential Customers only.

The service and tariff mentioned in the specific terms and condition for Vodafone Fixed Broadband Home offers shall commence on the 22nd of July 2022, Customers subscribing to the plan(s) are subject to the following terms and conditions.

## **Terms and Conditions**

#### **1.** Incorporation by reference

- a. The customer shall be bound by and shall fully observed and comply with Vodafone General Terms
- b. In addition to Vodafone General Terms, the customer shall be bound by the following specific terms and Condition for Vodafone Fixed Broadband Home offer(s) (the "specific terms")

#### 2. Definitions and Interpretation

**Customer** means any person who applies for or sign up for or users of the service

**Best effort** service means we do not guarantee the speed delivered or the quality of the internet service provided when it is delivered. The internet speed will fluctuate depending on how many users are on the network at a particular time. If only one person is using the network, then the speed can go up to the maximum bandwidth depending on the plan

#### 3. Eligibility

- a. Prospect and existing customer who are located in Areas where Vodafone Fiber network is available
- b. Vodafone Staff who are located in areas where Vodafone Fiber network is available

#### 4. Offer (s) Description

The Fixed broadband home offer is described in the tables below:



## Fixed Broadband Home plan(s)

		Selling Price Vat	
Name of Plans	Bandwidth Up/Down	Excl.	Selling Price Vat incl.
Fiber Home 5M	5 Mbps	5,500	6,325
Fiber Home 10M	10 Mbps	10,500	12,075
Fiber Home 20M	20 Mbps	20,000	23,000
Fiber Home 30M	30 Mbps	30,000	34,500

## Night Surfer Plan

Name of Plans	Bandwidth Up/Down	Selling Price Vat Excl.	Selling Price Vat incl.		
Fiber Home Night Surfer 5M	5 Mbps	3,000	3,450		
From 7PM – 7AM the internet speed is up to 5Mbps					
From 7:01AM to 6:59PM the internet speed is up to 512Kbps					

- a. The installation charge for Fiber is 10,000VT + VAT for up to 30 Meters. After 30M customer shall be quoted for additional works depending on the distance and nature of work and will be charged accordingly
- b. The GPON ONT modem is offered for Free. If the customer Cancel the service or is officially cancelled due to non-payment of Bills, Vodafone shall retrieve the modem
- c. The internet service offered is best effort service
- d. The Night Surfer plan offers 5Mbps from 7PM to 7AM and from 7:01AM to 6:59PM the speed is trolled at 512Kbps
- e. The customer shall be charged monthly the rental for the service as specified in the table above
- f. The The internet plans offer symmetric internet connection
- g. Vodafone Vanuatu shall use reasonable endeavours to provide the Service within 15 days. In the event more work is required for the service to be provided, Vodafone shall advise customer accordingly.
- h. Vodafone Vanuatu shall however use its best endeavours to repair any reported faults as soon as it reasonably can. Vodafone Vanuatu reserves the right to:



- i. For operational reasons, change the codes or the numbers allocated to the Customer or the technical specification of the Service to match changes in the network infrastructure.
- ii. Suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so Vodafone Vanuatu will give as much online, written or oral notice as is reasonably practicable. Vodafone Vanuatu will restore the Service as soon as it reasonably can after the suspension. Vodafone Vanuatu will not be liable for any prejudice suffered by or caused to the Customer as a result of the suspension of the Service.

#### 5. Migration to new plans for existing customers

- a. Vodafone shall migrate all existing customer on one-to-one basis to the new plans.
- b. The existing customer shall be advised through means of email, phone call or to one-to-one visit by Vodafone Sales team to advise of new proposed plan suitable for them
- c. In the event customer agrees to migrate to new plans, Vodafone shall varied the existing contract of the customer to cater for the new plans

#### 6. Service Availability

**a.** If Customer's Service is interrupted the Customer should notify Vodafone Vanuatu and, unless the loss of Service is due to your negligence or wilful act, use our best endeavour to restore Service as soon as possible.

#### 7. Vodafone Vanuatu Rights Reserved

- a. The terms and conditions set out herein apply only to the "Fixed Broadband Home offers" and cannot be used or interpreted on any other Vodafone Vanuatu products and services.
- b. Vodafone reserves the right to change the terms and conditions of this offer at any time and may only make these terms and conditions available to the customer under circumstances that warrant the disclosure of these terms and conditions. Any changes must be approved by Vodafone Vanuatu and the Regulator.