



Business Broadband

Service Description

1. Introduction

- 1.1 Business Broadband Services are fixed broadband internet services delivered over Vodafone Access Services such as Fibre Access and VDSL Access.
- 1.2 Our Business Broadband Services are a naked broadband service. If you require a fixed line calling service please contact us.
- 1.3 Your Agreement with Vodafone includes:
 - (a) Our [Business Terms](#);
 - (b) this Business Broadband Service Description;
 - (c) Your Access Service Description ([Fibre Access](#) or [VDSL Access](#));
 - (d) Your Pricing Plan and [Change Fees](#);
 - (e) Your Sign Up Agreement.
- 1.4 Business Broadband Services can be delivered over:
 - (a) Fibre (in which case the Fibre Access Service Description will also apply); or
 - (b) VDSL (in which case the VDSL Access Service Description will also apply).
- 1.5 We will advise you what Access Services are available at your Site. Installation charges may apply. Non-standard installations have additional charges.
- 1.6 Your Business Broadband Service does not include a telephony service. If your Business Broadband Service is provided over VDSL Access, the line used for your Business Broadband Service will not have fixed calling functionality. If you have a fixed line calling service on this type of line, you will lose that calling service and the telephone number for that calling service.

2. Installing the Access

- 2.1 Your Sites must be specified in your Sign Up Agreement. Our agreement to provide services to you is conditional on us confirming that we are able to supply Access to your Sites, and your confirmation to meet any additional costs or terms that might apply.
- 2.2 Your Access will be installed first. In some cases characteristics of your Access line(s) may mean we are unable to supply you with a Business Broadband Service at a particular Site. If this occurs, we will investigate alternative access with you. In some cases we will attempt to re-activate your previous connection, but we cannot guarantee reactivation will be successful.

3. Installing the Service

- 3.1 Once your Access is operational, we will install your Business Broadband service. It will be scheduled as soon as practicable.
- 3.2 **Equipment:** we will supply you with Customer Premise Equipment (CPE). The CPE is our Equipment. You must look after it and return it to us at the end of the Term or on termination. We may charge you for this Equipment if you do not return it to us.
- 3.3 If you have an existing fixed service, you are responsible for cancelling that existing fixed service, and paying any termination charges to your service provider. We strongly recommend that you do not cancel your current existing fixed service before we have successfully completed installation of your Business Broadband Service. If you do so, there is a risk that your current service will terminate before we have completed your installation.

4. Using Business Broadband

- 4.1 In addition to our Business Terms, you may not use Business Broadband:



- (a) for contact centres, telesales, auto-dialing, continuous call forwarding or telemarketing; or
 - (b) for resupply, resale, on sale or any other supply to a third party (whether in whole or in part).
- 4.2 We may decline to supply you with Business Broadband, or suspend or terminate your Business Broadband Service (in whole or part), if we consider your use (or planned use) of Business Broadband is not in accordance with clause 4.1 above.
- 4.3 **Traffic management:** we apply traffic management policies to avoid congestion. The traffic management policies of other network operators may also impact you. .
- 4.4 Our **Internet Acceptable Use Policy** applies to your use of Business Broadband. You can find this policy on our website at www.vodafone.co.nz and it is updated from time to time. We may suspend your Business Broadband Service with immediate effect if you do not use the Business Broadband Services in accordance with that policy.
- 4.5 If you are on a capped Pricing Plan:
- (a) you may purchase additional data packs where available. If you purchase an additional data pack, you will receive your additional data pack when you have used up your initial bundled data quota (or once you use up a previously purchased additional data pack);
 - (b) any unused data will not roll over into the next billing cycle;
 - (c) we will send an email notification to the email address you specify in your application about how much internet traffic we have metered when you reach 80% and 100% of your bundled data quota and any additional data packs you may purchase. Delivery of these notifications is not guaranteed, and does not in any way limit your responsibility to manage the costs you are incurring; and
 - (d) you will be charged for excess data that you use outside of your Pricing Plan limit (and any additional data packs you purchase) at the rates that are set out on our website at www.vodafone.co.nz.
- 4.6 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. The actual speed that your broadband connection can achieve will depend on a number of factors which may include: your equipment (including your computer and Wi-Fi capability); your internal and external premises wiring; 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.

5. Support

- 5.1 You can report faults in your Business Broadband Service by calling 888.
- 5.2 We aim to restore a fault in your Business Broadband Service 1 Working Day after fault diagnosis, but restoration times are not guaranteed.

6. Definitions

- 6.1 In this Service Description the following definitions apply:

Access means VDSL Access or Fibre Access;

Agreement means your agreement with us under which we provide you with a Business Broadband Service and which includes our Business Terms, this Business Broadband Service Description, your Access Service Description, Your Pricing Plan and Change Fees, and any Sign Up Agreement;

Business Broadband Services means any fixed broadband internet services we provide to you in connection with this Service Description;

Charges means the charges payable to us under your Agreement;

Pricing Plan(s) means your chosen plan(s) for your Business Broadband Service(s); and

Sign Up Agreement means any application which you sign or agree to in relation to Business Broadband.