

Terms and Conditions - International Cell Phone

1. Rates
 - 1.1 The customer agrees to all rates provided on the Rental Agreement and understands that they are responsible for all charges for the entire term of this Agreement as per clause 3.1.
 - 1.2 Charges for calls sent and received are in full one-minute increments, subject to clauses 1.4 and 1.5 below.
 - 1.3 International GSM phones may operate in some parts of the United States, Canada and Mexico. Airtime used in the United States and Canada is charged at \$2.99 per minute for all calls made and received. Airtime used in Mexico is charged at \$3.99 per minute for all calls made and received. Standard text message rates also apply.
 - 1.4 Outgoing call charges on non UK networks commence from the time the 'SEND' button is pressed regardless of the number dialled or whether the call is completed.
 - 1.5 In the UK (mainland) and Japan, incoming calls are not chargeable. When outside the UK (mainland), an incoming call is charged as per the applicable airtime rates for the country where the customer is located, at the time the call is received.
 - 1.6 Voicemail is connected as standard to all international cell phones. Incoming calls diverted to voicemail and any messages left by the caller are not chargeable to the customer. If the customer calls their voice mailbox to retrieve messages, this will be charged as an outgoing call. This call will be charged at the rate for the country the customer is in when the call is made
 - 1.7 There is a 160-character limit (including spaces) on all text messages sent. All text messages for which the sender receives a "Message Sent" (or similar) confirmation will be billed to the sender at \$0.65 per message, even if the recipient(s) does not receive the message. Text messages received are free of charge. PDC (Japanese) phones cannot receive text messages from CDMA or International GSM phones. PDC (Japanese) phones can only send and receive text messages to and from other PDC (Japanese) phones. Text messaging is not available in all countries.
 - 1.8 If renting a companion phone the details must be the same as for the main rental i.e. the same phone type must be rented for the same rental dates and duration and the same delivery address must be used. Any special offers will only apply to the first rental phone not the companion phone.
 - 1.9 Toll Free/freephone numbers are not free of charge when dialed from the international cell phone (with the exception of Vodafone Specialist Communications Limited (hereafter known as "Vodafone") Toll Free/freephone numbers).
2. Payment
 - 2.1 A valid credit card issued in the name and address that appears on the Agreement is required for Service. Any change in credit card details from those provided on the Agreement must be provided to Vodafone in writing.
 - 2.2 All rental customers will make a \$150.00 deposit, per phone, taken at the start of the rental term. The deposit will be used to settle the final invoice for the phone, which will contain applicable rental, airtime, text and equipment charges. If these charges are less than the deposit, the remainder will be refunded to the customer. If amounts remain due and owing on the final invoice, those amounts will be charged to the credit card provided.
 - 2.3 While traveling, if airtime usage exceeds \$150.00, an invoice will immediately be issued for the amount of airtime used. This amount will then be charged to the credit card supplied (this process will be repeated if outstanding airtime on the account exceeds \$150.00 at any time). Service may be suspended at any time if payment cannot be secured against the credit card supplied. Any change in credit card details from that provided on this form must be provided to Vodafone in writing.
 - 2.4 Charges on invoices will appear in US Dollars (\$) and if applicable, are subject to Value Added Tax (VAT), which is charged at the prevailing rate (in the UK) at the time of supply.
 - 2.5 A statement/invoice will be sent to the customer by mail to the address on this agreement within 7 days of the International phone being returned to rental inventory. Receipt of statement/invoice may vary according to international postal times. If the customer has requested online invoicing, they will receive an email, sent to the email address on this agreement, informing them when their invoice is available to view online. The customer may receive additional invoices with call detail that was unavailable to Vodafone at the time the phone was returned. It can take more than 30 days from the date of the call to receive these additional invoices due to delays in receiving the call data. These additional invoices will be charged using the payment method on this agreement (unless the payment method has changed in accordance with clause 2.1). Charges on invoices appear in United States Dollars (\$).
3. Term
 - 3.1 The term of this Agreement is from the Start Date as stated on the Rental Agreement until the Disconnection Date as stated on the Rental Agreement, or until the equipment is collected for return to the Vodafone inventory, or until the equipment is reported as lost/stolen pursuant to clause 5.1.
 - 3.2 The customer is responsible for all charges as set forth in this agreement, including appropriate rental charges and charges for calls and usage from the activation date until the return of equipment. The customer will be sent a final statement showing total rental and airtime charges upon receipt of the returned equipment. If the customer has requested online invoicing, this final statement will be available to view online.
 - 3.3 Customers may terminate their international phone rental at any time by returning the phone and will be responsible only for equipment rental charges, delivery charges and calls made/received during the rental period. Should a customer wish to cancel their order, they must do so before the phone has been shipped. If the order is cancelled after shipment, the customer will be responsible for the delivery charges, as stated on the agreement.

- 3.4 When returning the international phone, it must be received back into inventory within 4 business days of the end of the rental period (disconnection date). If the equipment is not received within this period, additional daily rental charges will apply until FedEx collects the equipment for return. If the equipment is not received within 15 business days of the end of the rental period (disconnection date), the customer will be charged the full replacement cost, \$300.00. If the international phone is then returned to inventory, the customer will be credited the \$300.00 replacement cost, less daily rental for the extra period they were in possession of the phone. This applies to all phones rented.
- 3.5 Service may be suspended without notice in the event incurred call charges exceeds the customers credit limit. No credit/refund will be given for this suspension period.
4. Services
- 4.1 The international cell phone should be active and ready for use when received by the customer. Any numbers or email addresses (as applicable) that have been allocated to the phone do not belong to the customer and Vodafone may need to change them if necessary. By accepting this Agreement, having been afforded an opportunity to inspect the phone, the customer accepts the phone, and its accessories, to be in good working order and wholly free from damage at the time of receipt.
- 4.2 NO RESPONSIBILITY WILL BE ACCEPTED BY VODAFONE FOR NETWORK TRANSMISSIONS AND RECEPTION CONDITIONS EXPERIENCED DURING THE RENTAL OF THE INTERNATIONAL PHONE, OR DURING THE TERM OF THIS AGREEMENT IN ANY COUNTRY
- 4.3 Vodafone aims to provide the customer with customer service assistance 24 hours a day, 365 days a year. Vodafone will always try to be fair and reasonable whenever the customer has the need for customer service support. Vodafone will also act quickly to provide that support. Should there ever be an occasion when the customer is not happy with the service provided, contact should be made to Vodafone immediately. Written complaints should be sent to Vodafone Specialist Communications Limited, 3 The Courtyards, Phoenix Square, Wyncolls Road, Colchester, Essex, CO4 9PE, England or can be emailed to VSCcustomerservice@Vodafone.com. Vodafone will endeavor to contact the customer within 24 hours of receipt of the complaint to resolve the issue or provide a likely timescale for resolving the issue. If the customer feels their complaint has not been handled fairly then the customer may refer their complaint to the Vodafone dispute resolution scheme. The customer will need to contact Vodafone for full contact details.
5. Lost/Faulty/Stolen phones
- 5.1 In the event of total loss, theft or breakage of the International phone, the customer will be charged the full replacement cost of the international device, \$300.00. Accessories lost, broken or stolen will be charged as per Clause 5.5 below. A replacement International phone can be sent to the customer within 24 working hours anywhere in the UK and within 48 working hours to most countries within the EU (subject to custom delays, Monday to Friday excluding Bank Holidays), but will be subject to shipping charges
- 5.2 In the event of total loss or theft, the customer's liability for outgoing calls and any transmissions will cease immediately on reporting the loss to Vodafone at +44 1206 835444 (24 hours).
- 5.3 In the event of equipment breakdown, Vodafone will courier to the customer (short-term rental only) without cost, a replacement International phone within 24 working hours anywhere in the UK, 48 working hours to countries within the EU (subject to customs delays).
- 5.4 In the event of accidental damage, the equipment must be returned to Vodafone immediately for inspection. The damage evaluation will determine the customer's liability.
- 5.5 In the case of Loss, theft or damage, rental customers are responsible for the replacement cost of batteries (\$45.00), mains charger (\$45.00), international phone manual (\$12.00), phone case (\$10.00), international adapter (\$15.00) and travel bag (\$30.00).
6. In the event of experiencing problems during the rental period, the customer must make contact with Vodafone customer services immediately upon detecting the problem. No credit will be given if a call is not made to Vodafone or is not made until after the equipment has been collected for return.
7. Vodafone reserves the right to change the rates, terms and/or conditions of this agreement in its sole discretion at any time. Any changes will be communicated to the customer. By continuing to use the Service, the customer will be deemed to have accepted the changes. If the revised Terms and Conditions are not acceptable, the customer can terminate the Agreement without any penalty.
8. THE CUSTOMER SHOULD NOTE THAT IT IS DANGEROUS, AND MAY BE UNLAWFUL, TO UTILIZE THE INTERNATIONAL PHONE WHEN DRIVING OR CARRYING OUT ANY OTHER ACTIVITY REQUIRING A COMMENSURATE DEGREE OF ATTENTION AND CONCENTRATION. THE USE OF WIRELESS DEVICES AND THEIR ACCESSORIES MAY BE PROHIBITED OR RESTRICTED IN CERTAIN AREAS. ALWAYS OBEY THE LAWS AND REGULATIONS ON THE USE OF THESE DEVICES.

9. Limitation of Liability.
- 9.1 In no event shall Vodafone Specialist Communications Limited ("Vodafone") be liable for any indirect, incidental, special, punitive or consequential damages arising out of or in connection with this agreement or the use of the rental international mobile phone or other mobile telephony device or Vodafone mobile services, even if advised of the possibility of such damages and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, including, without limitation, claims based upon the use, interruption, delay, loss, malfunction, shutdown, service failure or other inability to use the rental international mobile phone or other mobile telephony device, claims based upon the use, interruption, delay, loss, malfunction, shutdown, failure or other inability to use any Vodafone mobile telephony services, claims based upon lost revenues or profits, business delays, or business interruption, claims based upon loss of business or goodwill, or claims based upon any mobile telephony device or service failure to accurately transfer, read or transmit mobile data or other electronic information.
- 9.2 In no event shall Vodafone be liable for death or personal injury which might arise in connection with the use of the Vodafone mobile services or the rental international mobile phone or other mobile telephony device. The customer, any authorized user, or any other person or entity whatsoever using the rental international mobile phone or other mobile telephony device should refer to the safety information contained in the manufacturer's user manual.
- 9.3 Notwithstanding any provision of this agreement to the contrary, the maximum aggregate liability of Vodafone to the customer, any authorized user of the rental international mobile phone or other mobile telephony device, or any other person or entity whatsoever arising out of or in connection with this agreement, whether such liability arises from any claim based upon contract, warranty, statute, tort (including but not limited to negligence) or otherwise, shall in no case exceed the actual amount of fees received by Vodafone for the specific mobile phone or device or Vodafone mobile service or services to which such liability relates during the immediately preceding two (2) month period.
- 9.4 Because some jurisdictions do not allow the exclusion or limitation of certain liability, in such jurisdictions the liability of Vodafone shall be limited to the greatest extent permitted by law.
10. THE ONLY PARTIES TO THIS AGREEMENT ARE THE CUSTOMER AND VODAFONE SPECIALIST COMMUNICATIONS LIMITED. VODAFONE SPECIALIST COMMUNICATIONS LIMITED IS THE ONLY ENTITY PROVIDING RENTAL INTERNATIONAL MOBILE PHONE(S) OR OTHER DEVICE(S), AND MOBILE SERVICES TO THE CUSTOMER UNDER THIS AGREEMENT. TO THE EXTENT THE CUSTOMER FILES A CLAIM IN ANY STATE OR FEDERAL COURT, OR WITH ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, THE ONLY PARTY AGAINST WHOM SUCH CLAIM PROPERLY MAY BE FILED OR MADE IS VODAFONE SPECIALIST COMMUNICATIONS LIMITED. NO OTHER VODAFONE ENTITY IS A PARTY TO THIS AGREEMENT AND MAY NOT BE THE SUBJECT OF A SUIT OR COMPLAINT IN CONNECTION WITH THIS AGREEMENT, THE RENTAL INTERNATIONAL MOBILE PHONE OR ANY OTHER DEVICE THAT WAS PROVIDED TO THE CUSTOMER PURSUANT TO THIS AGREEMENT, OR ANY MOBILE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
11. Definitions
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| 'Customer' | The Company or individual that enters into this Agreement with Vodafone. This includes any person who Vodafone reasonably believes is acting with your authority. |
| 'Agreement' | The Terms and Conditions of the Contract, accepted at point of transaction. |
| 'Service' | Airtime service enabling the customer to make or receive calls, to send and receive data by means of the network. Calls to premium rate numbers may be restricted. |
| 'Start Date' | The date the Customer wishes to start using the equipment. |
| 'Disconnection Date' | The date the Customer wishes to discontinue use of the equipment. |