



## Vodafone Red L Plan

Your Monthly Benefits when subscribing to 2-years agreement	
Minutes & SMS to all local Vodafone mobile numbers	Unlimited
Minutes & SMS to any other local mobile provider	Unlimited
Data to be used in Malta and in EU	25GB
Incoming Calls when travelling in EU	FREE
Minutes & SMS to Malta and whilst travelling in EU	Unlimited
Usage whilst travelling in Rest of World countries	Traveller (Unltd mins to Maltese numbers/Unltd SMS to anywhere/150MB/Unlimited incoming calls Daily @ €6)
<b>Monthly Access Fee</b>	<b>€85</b>
Monthly Access Fee without Direct Debate Mandate	€86.50

1. The Vodafone RED L pay monthly tariff plan ('Tariff Plan') is offered by Vodafone Malta Limited ('we') to its new and existing customers ('you') under these terms and conditions ('Specific Terms and Conditions').
2. You may subscribe to the Tariff Plan as from the 5th February 2018. This version of the Specific Terms and Conditions is applicable as from 1st May 2019.
3. These Specific terms and conditions form an integral part of your Agreement for the provision of the services included in this Tariff Plan. These Specific Terms and Conditions constitute a legally binding contract between and must be read in conjunction with (i) [Vodafone General Terms and Conditions](#), (ii) [Vodafone Secure E-Billing Service Terms and Conditions](#), (iii) [Rest of World Vodafone Traveller](#), (iv) [Quality of Service term](#), (v) [4G Service terms](#), and any other terms and conditions that might be referred therein. In the event of a conflict between any of the terms, the applicable precedence shall be the order in which the terms are mentioned in this term 3 (highest level of precedence first).



4. Vodafone reserves the right to limit the number of Tariff Plans offered to a single person/legal entity.

#### 5. Tariff Plan and Monthly Access Fee

- 5.1. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.
- 5.2. Upon entering into a **two (2) year agreement** ('Agreement'), you can benefit from the below bundle (the 'Monthly Bundle'), at eighty-five (€85) Euros each month when choosing Direct Debit Mandate ('DDM') as your method of payment.
- 5.3. Upon entering into a **one (1) year agreement**('Agreement'), you can benefit from the Monthly Bundle at one hundred and five (€105) Euros each month when choosing DDM.
- 5.4. If you wish to benefit from a subsidy on one of our handsets when subscribing to this Tariff Plan, you will be required to sign a **two (2) year agreement** ('Agreement') and add an additional twenty Euros (€20) to the Monthly Access Fee specified in term 5.2 above.
- 5.5. For the avoidance of doubt, once your Agreement term expires, you will continue benefiting from the Monthly Bundle on a rollover basis at one hundred and five (€105) Euros each month when choosing DDM.
- 5.6. If you do not choose DDM as your method of payment, an administrative fee of one euro and fifty cents (€1.50) will be added to your Monthly Access Fee indicated in term 5.2 or 5.3.
- 5.7. In the event that you use your mobile handset before receiving the SMS notification confirming your successful subscription to the Monthly Bundle, you shall automatically be charged according to the tariff plan you would be subscribed to prior to this subscription.

#### 6. Monthly Bundle

6.1. Upon subscribing to the Tariff Plan you will benefit from the Monthly Bundle that includes:

Local Usage	Unlimited minutes to all local Vodafone mobile numbers Unlimited minutes to Malta and EU; Unlimited SMSs to all local Vodafone mobile numbers Unlimited SMSs to Malta and EU;
Usage whilst abroad in EU countries	Free incoming calls Unlimited minutes to Malta and EU Unlimited SMSs to Malta and EU
Data	25 GB Internet on Your Mobile to use in Malta and in EU

6.2. The above mentioned benefits included in the Monthly Bundle shall be provided on a monthly basis and any unutilised minutes/SMSs/data at the end of the month shall not be carried forward to the following months.

6.3. For the first month of the Service, the Monthly Bundles will be allocated on a pro-rata basis. This means that you will pay a proportion of your Monthly Access Fee and you will receive a proportion of the Monthly Bundle, calculated based on the number of days between your sign-up date and the date of the first billing cycle.

6.4. Any activity made towards premium-rated or other special numbers will not be consumed from the Monthly Bundle and will be charged separately, for more information see Rates for other services applicable in Malta and EU specified in Term 7 below.



6.5. You may check/monitor your Monthly Bundle usage for calls/SMS/data usage originating from Malta by sending a blank **SMS to 16290 free of charge**. For the avoidance of any doubt, this does not apply whilst roaming and it is not available on the first month of activation.

#### 7. Rates outside Monthly Bundle and Information on Charges

7.1. Any usage beyond what is provided in the Monthly Bundle for this Tariff Plan shall be charged at the rates provided in this term 7 as outlined below.

7.2. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

#### 7.3. Out of Bundle Rates:

Service	Rate Outside the Monthly Bundle
Local & EU Roaming Data Usage	Any data usage consumed out of your data allowance will be charged at €5 per 500MB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month
Calls to Malta and EU when in EU	€0.25c per minute, charged for the 1st 30 seconds and per second thereafter.
Calls to Rest of World whilst travelling in EU countries	Same calling charges apply as per the Term 7.5.
SMS when in EU	€0.05c per SMS

#### 7.4. Rates for Other Services applicable in Malta and EU

Other Service	Rates
Calls/SMSs to Maltese Premium Rate Numbers	Charged outside of your Monthly Bundle Premium Call Rate = fixed line call rate + premium rate of the call Premium SMS Rate = charged at the premium rate For more info on premium numbers click <a href="#">here</a> .
MMS	€0.23c per MMS to any local number when in Malta and any Malta and EU number when in EU €0.58c per MMS to any international number when in Malta



Video Calls	Not consumed from your Monthly Bundle. €0.25c to any local number when in Malta and any Malta and EU number when in EU.
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#### 7.5. International Calls.

7.5.1. Calls/Videocalls/SMS/MMS originating from Malta to numbers from Zone 1 – EU countries, 2, 3 and 4 countries and Calls/Videocalls/SMS/MMS originating from EU to numbers from Zone 2, 3 and 4 shall be charged as indicated below. Provided that calls/SMSs originating from Malta to Zones 1, 2 and 3 shall first be consumed from your bundle.

Zone	Calls & Video calls	SMS	MMS
Zone 1 – EU Countries	FREE	-FREE	€0.58c
Zone 2	€0.51c per minute	€0.23c	€0.58c
Zone 3	€0.91c per minute	€0.23c	€0.58c
Zone 4	€6.50c per minute	€0.23c	€0.58c

7.5.2. For more information about Countries falling under the four zones and applicable rates, kindly follow this link: [www.vodafone.com.mt/RED](http://www.vodafone.com.mt/RED) or contact our customer Care by calling 16230 free of charge.

#### 8. Roaming

8.1. The EU roaming benefits provided with this Tariff Plan are subject to the Fair Use Policy in line with the EU Regulations further explained under Term 13.2. of [General Terms and Conditions](#).

8.2. The Monthly Bundle provided with this Tariff Plan does not apply whilst roaming in Rest of World countries. When roaming in Rest of World countries, the Rest of World Vodafone Traveller tariff plan together with the respective terms and conditions shall apply. This is the default tariff when roaming in Rest of World countries on this Tariff Plan. You may not opt out from the Rest of World Vodafone Traveller tariff plan.

8.3. Call our Customer Care on 247, send an email on [247.mt@vodafone.com](mailto:247.mt@vodafone.com) or visit our website on [www.vodafone.com.mt](http://www.vodafone.com.mt) to view our Rest of World Vodafone Traveller tariff plan terms and conditions.

#### 9. Administrative charges

9.1 The following administrative charges shall apply in any of the following circumstances when subscribed to this Tariff Plan:

Service	Applicable Administrative Charge incl. VAT
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Migration from this Tariff Plan to prepaid	€3 one-time charge
Paper copy of your itemised bill	€3 per itemised bill
Downgrade to another pay monthly tariff plan with lower Monthly Access Fee	€3 one-time charge
Direct Debit Reversals	€5
Suspension of Service – reconnection charge	€10
Paper bills	€2 per invoice
Late Payment Penalty	€2 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

9.2. These charges cover the work involved in processing each request/payment instructions as well as any stationary costs relative thereto.

#### 10. Add-On Packs

10.1. Once on this Tariff Plan, you may opt to benefit from Add-On Packs at an additional monthly fee. For more information on which Add-On Packs are available with this Tariff Plan, call 247, free of charge from your handset, visit one of our retail outlets, or visit our website.

#### 11. Disconnections, Migrations and Penalties

11.1. A penalty and/or the waived cost of the subsidised handset shall apply upon disconnection and termination (prior to the expiration of your Agreement) or upon migration to another pay monthly tariff plan with a lower Monthly Access Fee.

##### 11.2. Penalty structure for 1 year Agreements:

Termination	30% of the Monthly Access Fee x remaining months
Downgrades	30% of the difference in Monthly Access Fee x remaining months
Upgrades/Same Level	No Penalty

##### 11.3. Penalty structure for 2 year Agreements:



	Year 1	Year 2
Termination	30% of the Monthly Access Fee x remaining months	30% of the Monthly Access Fee x remaining months
Termination when benefiting from a subsidy (term 5.4)	100% of devices subsidy + (30% of the Monthly Access Fee x remaining months)*	50% of device subsidy + (30% of the Monthly Access Fee x remaining months)*
Downgrade	30% of the difference in Monthly Access Fee x remaining months**	30% of the difference in Monthly Access Fee x remaining months**
Upgrade/Same Level	No penalty**	No penalty**

\*In case you are benefiting from a subsidy on one of our handsets (see term 5.4) and you wish to terminate your Agreement, a penalty of not more than €400 and not less than €150. And in case of termination in the last month of your Agreement, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

\*\* In case you are benefit from a subsidy on one of our handsets and you wish to downgrade or upgrade your Tariff Plan, the additional subsidy fee for the handset payable in accordance with term 5.4 will be added to your new monthly access fee. If you wish to downgrade or upgrade your Tariff Plan and stop benefiting from a device subsidy, a penalty equivalent to 100% of devices subsidy during the Year 1 of your Agreement and equivalent to 50% of devices subsidy during the Year 2 of your Agreement shall apply.

## 12. Renewals

12.1 You may renew your Agreement either by calling customer care on 247, free of charge, from your handset, or by visiting one of our retail outlets. The list of our retail outlets may be found on this link: <https://www.vodafone.com.mt/vodafonestores>

## 13. Payment

13.1. You are requested to apply for our secure e-billing service by providing us with your personal e-mail address upon subscription and you will receive a monthly notification, informing you that your e-bill has been issued. If you fail to provide us with your personal email address for e-billing purposes, you shall be charged an administrative fee of €2 per invoice to refund our processing and stationary costs for issuing paper bills.

13.2. For the first month of your Agreement, the Access Fee will be calculated on a pro rata basis according to the effective date of your Agreement and shall be charged in arrears together with any out of Monthly Bundle usage. Thereafter you shall be charged the Monthly Access Fee together with any Out of Monthly Bundle usage, and shall be charged in arrears.

## 14. Care Pack for your Smartphone - Applicable to those of you benefiting from a device subsidy



14.1. In case you are benefiting from a subsidy on one of our handsets (see term 5.4), you will also benefit from a care pack for your device. This will entitle you to have your handset repaired for free, or to get a replacement in case of out of warranty malfunction, including but not limited to screen damage and malfunction, but excluding liquid damage. Theft and loss are not covered by the care pack. You are entitled for one (1) free repair or replacement for the duration of your Agreement.

14.2. Vodafone shall not be liable for the:

14.2.1. Restoration or reinstallation of any programs and/or data on the device following the service or replacement, other than the software supplied with the device by the manufacturer at the time of purchase; and/or

14.2.2. Interoperability or compatibility issues that may arise when your device software or device options are not supported by the manufacturer of the device.

14.3. You shall ensure that prior to the handing over of your handset for service and/or replacement:

14.3.1. You would already have removed any confidential information of a proprietary and/or personal nature from the said device; and

14.3.2. You would have already carried out all necessary backups of all programs, information and data; and you have removed the SIM Card/s and all removable accessories, external devices, media, memory cards, sticks, chips and their contents from the device.

14.4. Should you fail to remove any such data and/or removable accessories listed in Term 14.3 above, you acknowledge that you are doing so at your own risk and that we shall not be held liable for any loss or damages which may ensue.

14.5. Support, Repair and Replacement: In the event that the device requires off-site repairs, the after sales representative shall provide you with a loan phone and shall deliver your device to our after sales service centre. Once repaired, we will notify you that it is available for collection by not later than fifteen (15) days from receipt of said notification. Failure to collect your repaired device within the stipulated time-frame, shall automatically give us the right to dispose of the repaired device as we deem necessary without further notification. Alternatively, you may benefit from our 'drop-off' service, free of charge. In this case, we will deliver the repaired device onsite.

14.6. Replacement of the device shall be at our sole discretion.

14.7. A replaced/repaired handset will be given a ninety (90) days warranty period if the remainder of the original warranty period is less than ninety (90) days and this subject to the conditions laid down in the Limited Manufacturer's Warranty that comes enclosed with your device and/or accessory.

## 15. General Information on this Tariff Plan

15.1. When you subscribe to this Tariff Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.

15.2. We reserve the right to suspend indefinitely or for a definite period, amend/alter/delete or terminate these terms and conditions at any time (collectively the 'Modifications'), by giving you a 30 calendar days' prior written notice with the proposed amendments/alterations or stating the reason for the Modifications thereof. Should you disagree with the proposed Modifications during the 30-day time-period, you shall have the right to opt-out from your Tariff Plan by informing us of your decision to this effect without incurring any penalties for early termination of your Tariff Plan, provided that if benefiting from a device subsidy a penalty structure for a device subsidy (term 11.3) applies. Your continued use of the service after the expiration of the 30-day time-period signifies your acceptance of any amendment and you may incur penalties should you decide to opt-out of your Tariff Plan.

15.3. From time to time we may modify the standard settings and/or features of your Tariff Plan to offer an additional value. Such changes might include increasing your data, voice or text



allowances or improving your connectivity speeds. In case that such changes are approved and considered to be inherently beneficial by the Malta Communication Authority in accordance with applicable laws, we will inform you about the changes by giving you a 1-day prior written notice and term 14.2 will not apply.

15.4. You are advised to visit our website [vodafone.com.mt](http://vodafone.com.mt), call our Customer Care on 247, send us an email on [247.mt@vodafone.com](mailto:247.mt@vodafone.com) or visit one of our retail outlets or authorised dealers, to learn more about this Tariff Plan.

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