



Vodafone RED Premium Plan (with More Data)

1. The Vodafone Red Premium pay monthly tariff plan is offered by Vodafone Malta Limited ('we') to new and existing customers ('you').

2. You may subscribe to Vodafone Red Premium Plan as from the 1st October 2014. This version of the terms and conditions is applicable as from 1st May 2019

3. Vodafone Red Premium Plan (Tariff Plan)

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

3.1 Benefit from the below bundles, upon payment of €108.99 each month and upon signing a **1 year agreement**:

3.1.1 Local Bundle:

- (i) Unlimited minutes to all local fixed and mobile numbers on any local network;
- (ii) Unlimited SMSs to all mobile numbers on any local network
- (iii) 5GB Internet on Your Mobile

3.1.2 Internet on Your Mobile Speeds

- (i) 4G local Speeds (Refer to Term 13.4)

3.1.3 International Bundle:

- (i) 100 minutes to EU numbers
- (ii) 100 SMS to Anywhere

3.1.4 EU Roaming bundle

- (i) 500 Minutes when calling your home country, Malta
- (ii) 500 Minutes receiving calls
- (iii) 500 SMS to any destination
- (iv) 500 MB Internet on Your Mobile

3.2 Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (including Aland Islands), France (including Reunion), Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal (including Azores and Madeira), Romania, Slovakia, Slovenia, Spain (including Balearic Islands), Sweden, United Kingdom, French West Indies (including Guadeloupe, Martinique, Saint Barthelemy, Saint Martin, French Guiana).

3.3. The EU Roaming Bundle will apply to customers who have not opted out of the EU Roaming Bundle and use their phone when roaming on Vodafone or Vodafone approved networks as indicated on Vodafone's roaming website in the above (Term 3.2) eligible countries. Vodafone reserves the right to change the networks from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customer's responsibility to check prior to travel.

3.4 If you wish to benefit from a subsidy on one of our handsets, you will be required to sign a **2 year agreement**. – **Option 1**

3.5 Those of you subscribing to this Tariff Plan from 1st April 2013 onwards may benefit from a €20 monthly discount on your monthly access fee upon signing a **2 year agreement** (and not get a subsidy on a handset). – **Option 2**

3.6 Those of you subscribing to this Tariff Plan may choose to opt out of the EU Roaming bundle and opt for the Traveller. For more information on Traveller Plan, visit vodafone.com/mt/tc-paymonthly#travellerred

4. Rates outside Tariff Plan and Information on Charges:



4.1. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable. You may also check/monitor your Data Bundle usage by sending an SMS to 16290 free of charge.

Local Data Usage	Any local data usage consumed out of your data allowance will be charged at €5 per 500MB. This bundle will commence once all the local data allowance within the tariff is consumed and recur indefinitely until the end of the month.
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4.2. EU Roaming Bundle

Once you exceed the EU Roaming Bundle, any further usage shall be charged at our standard roaming rates (vodafone.com.mt/goingabroad). Any incoming calls whilst roaming in EU and benefitting from the bundle, shall be charged at the [normal rates](#).

Other Services	Rates
Calls/SMSs to Premium Rate Numbers	Charged outside of your call minutes/SMS 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 here .

4.3. International Calls are charged on a per minute basis and calls towards EU with 1099 prefix shall not be consumed from your International EU Bundle.

Zone	Calls & Video calls without using 1099	SMS	MMS	Calls with 1099
1 - EU	€0.22c	€0.07c	€0.58c	€0.22c
2 - North Africa, USA, Canada & Australia	€0.51c	€0.23c	€0.58c	€0.30c
3 - Rest of the World	€0.91c	€0.23c	€0.58c	€0.35c
4 - Premium, Satellite & Other Countries	€2.63c	€0.23c	€0.58c	€4.50c

4.4. To benefit from these rates: Enter 1099 prefix before dialling the international number (for ex: if you wish to call a UK number at a discounted rate you need to dial 10990044XXXXX]. International voice calls lasting up to one minute shall be charged at the applicable flat rate. These rates do not apply whilst roaming. Visit: vodafone.com.mt/roaming for roaming charges. For more info visit: <https://www.vodafone.com.mt/tc-pay-monthly#internationalpaymonthly>

5. Roaming

5.1 Once you exceed the EU Roaming Bundle, any further usage shall be charged at our standard [roaming rates](#). Calls to Non-EU countries and calls and SMSes to Satellite and Premium numbers shall not be consumed from the EU Roaming Bundle and shall be charged at our standard roaming rates.

5.2 In case you own a Twin Sim, the EU Roaming Bundle will be assigned only on your Primary SIM.

5.3 All calls to 9999247 while roaming anywhere in the EU and non-EU countries are free-of-charge.

5.4 No bill shock preventor or data roaming notification is available on this Tariff Plan. To benefit from the bill shock preventor or data roaming notification, you must be subscribed to the [default tariff](#) and therefore forfeit the EU Roaming bundle listed above.

6. Administrative Charges



The following administrative charges shall apply:

Service	Applicable Administrative Charge
Migration from this Tariff Plan to prepaid	€3 one-time charge
Removal of an Add-On Pack as long as this is not tied to a penalty	€3 per add-on pack removal
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
No Direct Debit Mandate	€1.50 per month
Twin SIM functionality	€5 per month
BES (Blackberry Enterprise Server)	€13 per month
Direct Debit Reversals	€5 one-time charge
Suspension of Service – reconnection charge	€10 one-time charge
Paper bills	€2 per invoice

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

7. Care Pack for your Smartphone – Applicable to those of you subscribed to Option 1 (Term 3.3.)

7.1. You will benefit from a care pack for your device which entitles you to have your phone repaired for free or to get a replacement in case of out of warranty malfunction including screen damage and malfunction but excluding liquid damage. Theft and loss are not covered by the care pack. You are entitled for one free repair or replacement for the duration of your contract provided that you are subscribed to a **2 year agreement**

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7.2.1 The restoration or reinstallation of any programs and/or data on the device following the service, other than the software supplied with the device by the manufacturer at the time of purchase; and

7.2.2 Any interoperability or compatibility issues that may arise when your device software or options are not supported by the manufacturer of the device are used with the device.

7.3 You shall ensure that prior to the handing over the handset for service:

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

7.3.2 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.

7.4 Should you fail to remove any such data and/or removable accessories listed in Term 7.3 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.

7.5 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 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.

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

7.7 Loan Phone Service

7.7.1 Any loan phone provided shall be at your disposal for the duration of the repair service. When opting for the Loan Phone service you acknowledge receipt of the handset model with specific serial number (IMEI), provided by us upon release of the loaned handset. You will also be required to sign a loan phone form

7.7.2 The on loan Product is provided free of charge with effect from the date of deposit of your faulty handset until the date of collection/drop-off of your repaired handset from/by Vodafone. Upon failure to return the handset within the 15 day time-period specified above you will incur a penalty of €5 per day.

7.7.3 By accepting the loaned handset you confirm that the said handset is being given to you in a good working condition and agree to return it in the same condition as it is being delivered. Upon failure to do so you will be accepting full liability in case of damage/loss and/or theft of the said loaned handset up to the full retail price of the said loan phone in the form of pre-liquidated damages.

7.7.4 You may be required to return the loaned handset at any time upon our request throughout the duration of this Loan Phone Service.

7.7.5 The loaned handset shall remain the property of Vodafone at all times. You shall be responsible for the handset in your possession and shall be responsible for making any payments relating to the use of this handset.

7.7.6 You shall delete any data which you might have stored on the loaned handset prior to returning it to Vodafone and acknowledge that should you return the loaned handset to Vodafone with any data stored in the memory you are hereby giving us your consent to process any of the data stored on the handset. This automatically allows Vodafone to delete all of the data without the necessity of obtaining further consent from you, and you are hereby automatically waiving any rights which you might have in the event that Vodafone inadvertently passed or passes any of this data on to third parties without having first deleted the data stored in the handset..

7.8 General: A replaced/repaired Product will be given a 90 day warranty period if the remainder of the original warranty period is less than 90 days and this subject to the conditions laid down in the Limited Warranty.

8. Add-On Packs

8.1. International EU Add-On Packs

Add-On Packs	Includes	Monthly Fee incl. VAT
International EU Bundle	50 minutes to EU	€5

The International EU Bundle shall only be applicable for calls towards the current Zone 1. The International EU Bundle will be consumed on a per second basis. Once this is consumed, you will be charged €0.22c/minute unitized per minute if the 1099 prefix is used, or else the standard international rates apply. <https://www.vodafone.com/mt/tc-pay-monthly#internationalpaymonthly>

8.2. The Add-On Pack will be consumed once you have exhausted the allowances in the tariff plan.

8.3. . Removal of an Add-On Pack can be done either by calling our customer care on 247 from your handset (free of charge) or by visiting one of our [retail outlets](#). A €3 charge is applicable.

9. Disconnections, Migrations and Penalties



9.1 A penalty or the waived cost of the subsidised handset shall apply upon disconnection and termination of your Agreement, prior to the expiry date

Penalty structure for 2 year tie-ins – Applicable for Options 1 & 2.		
	Year 1	Year 2
Termination – Option 1	100% of device subsidy	50% of device subsidy
Termination – Option 2	100% of monthly discount x % of months into contract	100% of monthly discount x % of months into contract
Downgrade – Options 1 & 2	access fee difference x 6 months + €3 administrative fee	access fee difference x 3 months + €3 administrative fee
Upgrades/Same Level – Options 1 & 2	No Penalty	No Penalty

Penalty structure for 1 year tie-ins	
Termination	€50 flat fee
Downgrades/Upgrades/Same Level	No penalty

9.2 Applicable penalty for termination within the remaining 2 months of your contract amounts to your monthly access fee X 2. The applicable penalty for termination in the remaining 1 month amounts to 1 monthly access fee.

10. Payment

10.1. The Monthly Access Fee will be calculated on a pro rata basis according to the effective date of your Agreement and shall be charged in arrears.

10.2. Payment for this Tariff Plan will be via Direct Debit Mandate.

11. Renewals

You may renew your agreement 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>.

12. General Information on this Tariff Plan

12.1. If you do not use up the allocated Bundles within any given month, the remaining minutes/SMSs/data will not be carried forward to the following month.

12.2. If you opt to choose a mobile phone that exceeds the subsidised value, a deposit equivalent to 3 months access fee of your Tariff Plan, is required upon subscription.

12.3. [In Office](#) will be allowed by default on this Tariff Plan.

12.4. All charges deriving from these Tariff Plans are inclusive of VAT and but are exclusive of excise tax or any other taxes which may be applicable.

12.5. 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 start receiving a monthly SMS notification, informing you that your e-bill has been issued. You shall be charged a monthly administrative fee of €2 per invoice if you fail to provide us with your personal email address.

13. General Terms and Conditions

13.1. When you subscribe to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions.



13.2. Our [general terms and conditions](#), our [4G Service terms and conditions](#), our [secure e-billing terms and conditions](#), our [Vodafone Traveller terms and conditions](#) and any of our other relevant terms and conditions shall also apply

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

13.4. As from 4th November 2013, our data network will be able to support 4G speeds **in selected areas**. 4G mobile data speeds are dependent on the network coverage as well as on your device. For further information about coverage in your area or should you have any queries about mobile data speeds, visit our website vodafone.com.mt, call our Customer Care on 247, send us an email on 247.mt@vodafone.com or visit one of [our retail outlets or authorised dealers](#). Upon subscribing to this Tariff Plan, **the 4G Service general terms and conditions** shall also apply.

13.5. Quality of Service: The benefits of this Tariff Plan are meant solely for individual use. If, in our reasonable opinion we deem your use as being excessive, we may ask you to moderate your usage, as this may have repercussions on the quality of the network and service levels enjoyed by our other consumers. If after we have informed you to moderate your usage, you fail to do so, we reserve the right to charge you for the excessive element of your usage at your price plan's standard rate or to suspend or terminate your service in accordance with your airtime contract. Furthermore, we reserve the right to suspend or terminate your service if you abuse of the service and/or use it in a way for which it is not intended.

13.6 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') and for any valid commercial, technical or operational reason, by giving you a 30 day 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 without incurring any penalties by informing us of your decision to this effect. You may incur penalties should you decide to opt-out after the expiration of the 30 day time-period.

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