



Vodafone Red Premium Plan

Your Monthly Benefits	
In Malta: Minutes & SMS to all local Vodafone mobile numbers	Unlimited
In Malta: Minutes & SMS to all local numbers	Unlimited
Internet on your mobile to be used in Malta and in EU	5GB
Incoming Calls in Malta and when travelling in EU	FREE
IN EU: Minutes & SMS to all EU and local numbers	FREE
Usage whilst travelling in Rest of World countries	Traveller
Care Pack	1 Handset Repair or Replacement
Monthly Access Fee	€99.99 (€20 discount when not opting for a device)
Monthly Access Fee without Direct Debit Mandate	€101.50 (€20 discount when not opting for a device)

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 23rd November 2012. 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 €99.99 each month and upon signing a **1 year agreement**:

3.1.1 Local Bundle

3.1.1.1 Unlimited minutes to all local fixed and mobile numbers on any local network;

3.1.1.2 Unlimited SMSs to all mobile numbers on any local network

3.1.1.3 5GB Internet on Your Mobile

3.1.2 Internet on Your Mobile Speeds

3.1.2.1 4G local Speeds (Refer to Term 13.4)

3.1.3 Usage whilst abroad in EU:

3.1.3.1 Free incoming calls

3.1.3.2 Free minutes to Malta and EU

3.1.3.3 Free SMSs to any destination

3.1.4 Data:

3.1.4.1 5 GB Internet on Your Mobile to use in Malta and in EU

These roaming benefits are subject to the Fair Use Policy in line with the EU Regulations further explained under clause 13.2. of [General Terms and Conditions \(Prepaid & Pay Monthly Plans\)](#).

3.2 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.



3.3 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.**

3.4 Those of you subscribing to this Tariff Plan may choose to opt for the Traveller when travelling in NON-EU. For more information on [Traveller Plan](#), visit vodafone.com/mt/tc-pay-monthly#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 Bundle	
Local & EU Roaming Data Usage	Any local & EU roaming 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 EU when in Malta	See 4.3 International Calls for rates
SMS to EU when in Malta	See 4.3 International Calls for rates

4.2 Other Service rates rates applicable in Malta and EU:

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 Premium SMS Rate = charged at the premium rate For more info on premium rates visit: www.mca.org.mt/sites/default/files/pageattachments/PRS Decision.pdf
MMS	€0.23c per MMS to any local number €0.58c per MMS to an international number
Calls to 1189 [Directory services]	Consumed from Voice minutes Bundle. Rate outside Bundle is: - €0.25c
Video Calls	Not consumed from your Bundle. €0.25c to any local number.

4.3 International Calls are charged on a per minute basis and shall not be consumed from your Bundle.

Zone	Calls & Videocalls without using 1099	SMS	MMS	Calls with 1099



Zone 1 – EU countries	€0.22c	€0.07c	€0.58c	€0.25c
Zone 2	€0.51c	€0.23c	€0.58c	€0.30c
Zone 3	€0.91c	€0.23c	€0.58c	€0.35c
Zone 4	€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 10990044XXXXXX]. 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 All calls to 99999247 while roaming anywhere in the EU and non-EU countries are free-of-charge.

6. Administrative Charges

The following administrative charges shall apply:

Service	Applicable Administrative Charge incl. VAT
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	€3 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 3.4)

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**.

7.1.1 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



7.1.2 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.

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

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

7.2.2 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.

7.3 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.

7.4 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.

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

7.6 Loan Phone Service

7.7 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 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.

9. Disconnections, Migrations and Penalties

9.1 A penalty 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.

Penalty structure for 1 year tie-ins

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

Penalty structure for 2 year tie-ins – Applicable for Options 1 & 2

	Year 1	Year 2
Termination - Option 1	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)



Termination - Option 2	30% of the Monthly Access Fee x remaining months *	30% of the Monthly Access Fee x remaining months *
Downgrade - Options 1 & 2	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 - Options 1 & 2	No Penalty	No Penalty

9.2 If you wish to terminate an Option 2 contract, a penalty of not more than €400 and not less than €150 will apply. If terminating the Option 2 contract in the last month of your contract, the applicable penalty for termination will be equivalent to your 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 visiting one of our retail outlets (vodafone.com.mt/vodafonestores) or by calling customer care on 247, free of charge, from your handset.

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 (www.vodafone.com.mt/inoffice) 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 [after sales 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 these Tariff Plans.

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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