



**Customer Account Details:**

<b>Name:</b>		<b>Customer #:</b>	
<b>Email:</b>		<b>Phone #:</b>	
<b>Residential Address:</b>		<b>Mobile #:</b>	

**Smartphone Device Details:**

<b>Device Make &amp; Model:</b>		<b>Item Code:</b>	
<b>IMEI:</b>		<b>Stock Location:</b>	
<b>Retail Price:</b>		<b>Term Months:</b>	
<b>Deposit Paid:</b>		<b>Receipt Number:</b>	
<b>Total Sum of Retail Price less Deposit paid:</b>			
<b>Plus Interest @ 8% (flat rate) on balance:</b>			
<b>Total Balance to Pay over Term:</b>		<b>Monthly Rental:</b>	
<b>Start Date:</b>		<b>End Date:</b>	
<b>Additional Notes:</b>			

**By signing below, the Customer acknowledges and agrees as follows:**

- Vodafone will provide you with the Smartphone Device as per agreement. The device remains the property of Vodafone Cook Islands until the full balance of the Smartphone Agreement has been paid in full.
- In return, you will comply with your obligations in the Agreement, including to pay applicable Interest Rate, deposits and/or any fees and charges when due.
- Vodafone’s Smartphone Hire Purchase Agreement is for a maximum fixed term of 12 months. If the Plan is terminated by you before the end of the Term, you agree to pay for any outstanding balances owing. If you default on repayments, Vodafone has the right to retrieve the Smartphone device.
- You are liable to pay the Retail Price plus the interest rate of 8%, and any deposits or fees as stated as a result of the 12-month repayment term and the set monthly installment for the Device.
- Our supply of services is subject to the Terms that form part of this Agreement.

**Customer Declaration:**

I, the undersigned, hereby confirm that:

- I am the Customer or am authorised to enter the Agreement on behalf of the Customer;
- I have read and understood the Terms before signing this Form; and
- any information provided by or on behalf of the Customer for the purpose of the Agreement, including the information in this Form, is true and correct.

<b>Print Name:</b>		<b>Signature:</b>		<b>Date:</b>	
<b>OFFICE USE ONLY</b>					
<b>Staff:</b>		<b>Approved OR Declined</b>		<b>Date:</b>	
<b>Contract No:</b>		<b>Stock Issue Ticket No:</b>		<b>Date Processed:</b>	



## Smartphone Hire Purchase Terms and Conditions

**1. Definitions:** In this Agreement, unless the context requires otherwise:

“**Application Form**” means the application form to purchase through Hire Purchase, a smartphone device;

“**Agreement**” means the Application Form, these Terms, Special Terms, and our policies, which together form a legally binding contract between you and Vodafone;

“**Cancellation Fee**” means the fee Vodafone will charge you for early termination of the Plan, which fee you acknowledge represents a reasonable recovery of Vodafone’s costs and expenses associated with arranging to provide you with the Plan for the duration of the Term;

“**Credit Management Policy**” means our policy for assessing customer credit worthiness and managing customer credit, a copy of which can be viewed on our website: <http://www.vodafone.co.ck/credit-management-policy> and is subject to change from time to time at Vodafone’s discretion;

“**Customer**” or “**you**” or “**your**” refers to the customer specified in the Application Form;

“**Customer Account**” means any account the Plan or Agreement is attached to or any account the Customer has with Vodafone for any of its services, including the Plan, and can refer to a consolidated account;

“**Fair Use Policy**” refers to the fair use standards that the Customer must follow when using the Plan, a copy of which can be viewed on our website: <http://www.vodafone.co.ck/fair-use-policy> and is subject to change from time to time at Vodafone’s discretion;

“**Fees and Charges**” refers to all fees and charges applicable to this Agreement, such as the Monthly Fee, Monthly Access Fee, Monthly Repayment, Hire Purchase Fee, Cancellation Fee and Phone Recovery Fee;

“**Interest Rate**” refers to the percentage rate added to the retail price as part of this Hire Purchase agreement.

“**Your mobile number**” refers to the 5 digit mobile telephone number allocated to you with the Plan;

“**Monthly Fee**” refers to the total monthly fee payable by the Customer under this Agreement;

“**Monthly Access Fee**” refers to the monthly fee for the Plan selected by the Customer on the Application Form;

“**Monthly Repayment**” refers to the monthly installment payment for the purchase of the Phone at the Retail Price and is set out in the Application Form;

“**Phone Recovery Fee**” refers to the balance of the Retail Price owing at any given point in time and any other fee Vodafone may charge you, which fee you acknowledge represents a reasonable recovery of Vodafone’s costs and expenses associated with arranging to provide and/or recover the Phone;

“**Phone**” means the specific handset and accessories specified in the Application Form;

“**policy**” refers to any of Vodafone’s policies affecting services to be provided to the Customer under this Agreement;

“**Retail Price**” means the purchase price you agreed we will charge you for the Phone and is set out in the Application Form;

“**Special Terms**” means any special terms that apply to the Plan or Phone from time to time;

“**Term**” refers to the maximum contracted period during which you agree to pay for the Device and is set out in the Agreement Form;

“**Terms**” means these Smartphone Hire Purchase Terms and Conditions;

“**Vodafone**”, “**our**”, or “**we**” means Telecom Cook Islands Limited t/a Vodafone Cook Islands;

“**Vodafone network**” or “**network**” refers to the mobile cellular services network operated by Vodafone in the Cook Islands.

**2. Interpretation:** In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only;
- (b) a reference to one gender is a reference to any gender;
- (c) the singular includes the plural and vice versa;
- (d) a reference to any statute or regulation is a reference to that legislation in its most up to date form;
- (e) the word ‘person’ means and includes a natural person, company or any other type of legal entity;
- (f) a reference to \$ or currency is to the New Zealand Dollar.

**3. Priority:** When interpreting this Agreement, the following order of priority will apply: Application Form, Special Terms, policies, and these Terms.

**4. Commencement of this Agreement:** Your Agreement with Vodafone commences when you submit your Application Form and is approved by Vodafone.

**5. Availability:** This Agreement is available to credit approved customers only, in accordance with our Credit Management Policy. The Agreement cannot be used solely and must be in conjunction with any other plan or services on the customers account as approved by Management.

**6. Activation:** The Term starts on the 1<sup>st</sup> of the month following the date on the Application Form.

**7. Maximum Term and Early Termination:** You agree to purchase the device for the Term. If the contract is terminated by you before the end of the Term, you agree to



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pay the balance owing on the agreement and any Cancellation or Recovery fees as applicable.

### 8. Our commitment to you:

- (a) We will provide you with a Smartphone as specified in the application form subject to the terms and conditions of this agreement.
- (b) The Smartphone or device is a licensed product sourced from reputable suppliers and is provided with product warranty dependent on the nature of the fault.
- (c) Unless we advise otherwise, the Smartphone or device is new.
- (d) We will make available to you a tool to manage your use of our services, namely the My Vodafone app, provided that any such usage is solely your responsibility.

### 9. Your commitment to us: You agree:

- (a) To pay us all Fees and Charges for the Plan when due;
- (b) Only use the Phone as specified under recommended and normal conditions
- (c) Use the Phone with the Vodafone SIM
- (d) Not tamper with the SIM including to remove, add or change the mobile telephone number encoded on the SIM;
- (e) not attempt to bypass our network and use the network of another provider;
- (f) To follow our Fair Use Policy at all times when using the Plan;
- (g) Not to damage, interfere or modify the Vodafone network or any other connected network;
- (h) Not to resell the Phone to any third party;
- (i) To be solely responsible for the use, safe custody and maintenance of the Phone in good condition;
- (j) Not to do anything that would interfere with the product warranty that applies to the Phone;
- (k) To be responsible for monitoring your usage on the Plan and acknowledge that Vodafone is not responsible for alerting you to any excess usage you may incur.

**10. Fees and Charges:** You will pay the Monthly Fee set out in the Application Form and any other Interest rate, fees and charges applied under this Agreement. Fees and Charges are payable through online banking or at any Vodafone outlet.

**11. Billing:** Vodafone's billing period is from the 1<sup>st</sup> to the last day of the month. The Monthly Fee is billed in advance and is incurred irrespective of usage. Your first bill will include Fees and Charges from the date of activation of the Plan. Paperless billing is the default billing delivery method for Vodafone customers.

**12. Late Payment:** If you do not pay your bill for Fees and Charges when due or if the Customer Account is in arrears, we may suspend the Plan and/or any other services on your Customer Account without notice to you until payment is received.

**13. Ownership of Phone:** Vodafone agrees to let you purchase the Phone over the Term. The Phone is Vodafone property and is on loan to you as part of the Plan until you have paid for the Phone in full. You may purchase the Phone at any time during the Term by paying Vodafone the total remaining on the agreement and any Recovery Fee if applicable. Once you purchase the Phone, it belongs to you and your obligations in this Agreement concerning the Phone will no longer apply.

**14. Damage or loss of Phone:** If the Phone is damaged or lost or stolen, you must promptly notify us. You must pay the balance owing on the agreement irrespective of whether the damage or loss is your fault or not. We do not provide insurance cover for loss or damage to the Phone.

**15. Harm transmitted:** Vodafone is not responsible for any harm or loss you may suffer as a result of any virus or other manipulating programme transmitted using our services or any spamming, abusive or other inappropriate communication to you by any person.

**16. Termination by Vodafone:** We reserve the right to terminate this Agreement:

- (a) for breach, with or without notice to you, in which case you will pay the total balancing remaining on the Agreement or Phone Recovery Fee or fees as applicable; or
- (b) if we can no longer provide you with services for any reason, in which case you are liable to pay our Fees and Charges up to the date of termination only.

**17. Vodafone remedies:** Vodafone may repossess the Phone, suspend or terminate any services it provides to you, including the Plan, for nonpayment of Fees and Charges due under this Agreement or on the Customer Account. Should Vodafone take recovery action against you for unpaid fees, including the Fees and Charges, you agree to pay Vodafone's reasonable recovery costs including repossession fees, solicitor and court fees.

**18. Know Your Customer:** Vodafone is required by law to verify the identity of its customers and to collect and keep customer personal information on file. We must obtain information from you such as proof of your identity and place of residence. We will not commence providing services to you until this information is received and verified.

**19. Storage, use and release of information:** Our Privacy Policy applies to our relationship with you. You can access our



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Privacy Policy here <http://www.vodafone.co.ck/privacy-policy>. We treat information about you and your use of our services strictly confidential. However, in accordance with our Privacy Policy, we may disclose information about you for credit checks and credit reporting purposes. We will also disclose information about you as required by court order or other lawful authority.

**20. Communicating with you via SMS:** Vodafone reserves the right to send you SMS about our products, services and promotions from time to time. We may also send you SMS on behalf of third parties, such as the Government of the Cook Islands, local charities or businesses. You can unsubscribe

from receiving any such SMS by selecting by going to your My Vodafone App or through the USSD menu.

**21. Customer complaints:** If you have a concern or complaint regarding our services you can let us know by calling 123 or by emailing us at [info@vodafone.co.ck](mailto:info@vodafone.co.ck). Our Customer Complaints & Disputes Policy is available on our website.

**22. Successors & Assigns:** This Agreement is binding on the Customer's legal representatives, successors and assigns.

**23. Governing law:** These terms are governed by the laws of the Cook Islands.