



Terms and Conditions.

(Sorry, even we couldn't make this exciting.)
Effective from 1 May 2023

These terms apply from 1 May 2023 to Re-contracting Oomph customers and any existing Oomph customer who has received written notification of these terms

TERMS AND CONDITIONS

Terms and conditions of your residential customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone services

These terms and conditions set out the **agreement** between (1) you ('you' or '**your**'); (2) **Virgin Media Limited, (Company Number 02591237)** whose registered address is 500 Brook Drive, Reading, RG2 6UU ('us', '**we**' or '**our**'); (3) **Virgin Media Payments Limited, (Company Number 06024812)**, whose registered address is 500 Brook Drive, Reading, RG2 6UU ('**Virgin Media Payments**'); and (4) **Virgin Mobile Telecoms Limited, (Company Number 03707664)** whose registered address is 500 Brook Drive, Reading, RG2 6UU ('**Virgin Mobile**').

Your use of the services will be governed by these terms and conditions, the additional terms set out in your customer contract, any service change receipt and the relevant "Legal Stuff". Please read through these terms and conditions carefully, as they apply to all residential customers who take services from us.

The words highlighted in bold throughout these terms and conditions have special meanings which can be found in the Glossary at the end of these terms and conditions. Also, where we say "include" or "including" in these terms and conditions and then give examples, it does not mean that these are the only examples of what we are referring to.

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Summary of Terms:

Below this summary are the full terms and conditions. These terms and conditions (and the additional terms set out in your customer contract, any service change receipt and the relevant "**Legal Stuff**" on our website) form your **agreement** with Virgin Media and Virgin Media Payments. When referring to "**agreement**" we mean all of these things. The **agreement** is legally binding, which means that we are making promises to each other about the **services** we provide and how you are permitted to use those **services**.

It is important that you read and understand the full terms and conditions before you order and start using our **services**. Just in case this summary and the full terms and conditions seem to say different things, the terms in the full terms and conditions will be the terms that apply.

Your right to cancel during the cooling off period – See Section M

- If you have ordered the **services** online, by telephone or from an agent attending at your home, and have entered into a new contract, you have the right to cancel those **services** within your 14 day cooling off period. You can cancel immediately during this time without having to pay an early disconnection fee.
- Your cooling off period will begin from the date your **Virgin broadband service** is activated.

- Cooling off rights do not apply to certain digital content, e.g. Pay-Per-View movies, that we provide to you as part of the **television service**.

How long does your agreement last?

The minimum period

- This **agreement** will continue for a minimum amount of time (the **minimum period**). We will explain the length of your **minimum period** to you before you start using any **services** or offers, and your **minimum period** will also be set out in your order confirmation. This **minimum period** will typically be 12 months from when we activate your **Virgin broadband service** but we may offer **services** with other minimum periods e.g. 30 days or 6, 12, 18 or 24 months.
- If you want us to stop providing the **services** at the end of your **minimum period** you will need to give us at least 30 days' notice as set out in Section O.

What happens after the minimum period?

- Once your **minimum period** ends, if you haven't asked us to stop providing the **services** or asked us to change your **services** as mentioned above, we will continue providing you with the same **services** (as described in more detail below) on the then current standard monthly price for your **services**.
- Some of the offers or discounts we provide from time to time may last longer than the **minimum period** and this will have been discussed with you at the time you took up that offer or discount. After the end of the discount or offer your price will increase to the current price for those **services**.
- If the offer or discounted rate lasts for the same time as your **minimum period**, your price will increase when the **minimum period** ends.
- Also, please note that whilst we will have told you the standard monthly price at the time you entered the **agreement**, you will pay the current price at the end of the **minimum period**, so the price may have increased during your **minimum period**. Please check on the **Virgin Media website** or call us on 150 from a VM landline or 0345 454 1111 from any other phone for the updated pricing.

Annual price adjustment

- **Unless we have informed you otherwise, your monthly subscription charges for your core services and any add-ons (apart from a few specified exceptions) which you may have chosen will increase each year in April by the Retail Price Index (RPI) rate of inflation announced by the Office for National Statistics in the preceding February of that year plus an additional 3.9% which is applied at the same time. If the RPI rate is negative, we'll only apply the 3.9%. This annual price adjustment will be applied from April onwards. We'll publish the exact percentage increase each year on our website as soon as it becomes available. See paragraph L2 for more details.**
- **If the above annual price adjustment does not apply to any of your services we shall confirm this in your contract forms.**
- **The above annual price adjustment:**
 - » **does not apply to additional admin charges (e.g. paper billing) or out-of-allowance charges (e.g. non-inclusive call charges); and**
 - » **will not provide you with a right to cancel this agreement.**

Paying for your service – See Section J

- You will receive two bills for your **services** as follows:
 - » **Virgin Services Bill** - includes your monthly recurring charges, (including for any additional services related to your television, broadband or landline services), any charge to bill charges and additional fees for **Pay-per-View programmes** or third party content and **services**. You must pay Virgin Media Payments.
 - » **Virgin Mobile Usage Bill** - includes the charges for any **additional services** related to your Virgin Mobile service, and other out of allowance charges that are not included in your airtime plan. You must pay Virgin Mobile. Call rates that are applicable from time to time may be viewed in our **tariff guide** posted on this section of the Virgin Media website virginmedia.com/paymcharges.

This may mean that you will receive two separate bills and each one will be collected by direct debit.

All charges for the **services** as set out in our **price guides** and **tariff guides**, or as set out in your order summary and/or your bill.

- You need to make sure you pay your bills so that both Virgin Media Payments and Virgin Mobile receive payment before the due date shown on your bills.
- If you do not pay your bills on time, you may need to pay interest or other charges for your default, such as the late payment charge and/or any charges levied by your bank or building society against us (or Virgin Media Payments or Virgin Mobile) for failed payments and direct debits. Please see the **price guides** for details, which can be found at virginmedia.com/pricguides

How do I end my agreement? – See Section O

- You can switch your **mobile service** to another provider using your **PAC code** at any time. You can also cancel any other **service** or this **agreement** entirely at any time by giving 30 days' notice.
- If you cancel a service or this **agreement** entirely before the **minimum period** has finished (and not during the cooling off period) you may have to pay an early disconnection fee. We will tell you how much this will be before you cancel. You can find out more details on the early disconnection fee and process by visiting the Legal Stuff section at <https://store.virginmedia.com/the-legal-stuff>.

What if I move home during my minimum period? – See Section P

Moving within the Virgin Media network area

- When you take our **services** you agree to take these at or from your home address. If you move home the following sections tell you how this will impact your **services** other than your **mobile services** (which you can take with you if you move home within the UK). If you are unable to take your other **services** we may need to change your **airtime plan** as described in Section L.6).
- If you move home during your **minimum period** and we have agreed to continue providing the same **services** at your new address then your **minimum period** will continue (for example, where your **services** are on a 12 month **minimum period**, if you move during month 7 of your **minimum period**, the remaining 5 months of your **minimum period** will apply). In all other circumstances a new **minimum period** may apply.
- If there is insufficient capacity on our **network** (or a survey reveals complications with connecting your new property) to transfer your **services** to your new address we will discuss what options might be available to you. If we are unable to provide these **services** to you at your new address, or if what we can provide is not equivalent to the service we have provided to you at your previous address, then you can cancel your affected **services** and you will not need to pay an early disconnection fee.
- If you have purchased a **mobile handset** from Virgin Media Mobile Finance Limited this will have been through a Fixed Sum Loan **Agreement**, regulated by the Consumer Credit Act. That **agreement** will continue even if you cancel your airtime or end your contract for any or all of your **services** with us, so you will need to keep making payments under that **agreement**. If you settle your loan **agreement** early then you can end your airtime **services** with us at any time on 30 days' notice but your contract for your other **services** (e.g. broadband, home phone and TV) will continue and if you choose to end that contract during the **minimum period** then you may have to pay an early disconnection fee.

Moving outside of the Virgin Media Network during your minimum period

- The Virgin Media **network area** does not cover all of the UK – please use our post code checker available on our website to check availability. If you are moving to a property outside of our **network** we will no longer be able to provide broadband **services**, **television services** and landline phone **services** to you. If this is during your **minimum period** it will mean that you will be asking to end your **services** early, so you may need to pay an early disconnection fee. If you are moving outside our network area but still within the UK, you should inform us of this when you submit your disconnection request, as we will credit you back the early disconnection fee if you follow our instructions and provide valid evidence of your new address within 30 days of our request for such evidence. Please visit the early disconnection fees area of the [Virgin Media website](https://www.virginmedia.com) for further information.
- If you move home you can take your **mobile services** with you if you move home within the UK and if you are unable to take your other **services** we will automatically move you to a different **airtime plan**, taking into account your allowances and price. We will let you know the details of your new **airtime plan** and if you want a different **airtime plan** or want to cancel the **agreement** in relation to the **mobile services** you need to tell us within 30 days' of us giving you the details of your new **airtime plan**.

Changing this agreement

– See Sections L and O

- We may, at any time, change these terms and conditions, our charges (including charges that are not subject to the **annual price adjustment**), the equipment and **services** that we have agreed to provide to you.
- Aside from the **annual price adjustment** (which does not provide you with a right to cancel this agreement) and subject to the other exceptions explained below, if we do any of these things and the changes are not exclusively to your benefit we will notify you of this and inform you of your right to cancel this agreement without paying an early disconnection fee by giving us notice in accordance with Section O.

- In addition to changes that are exclusively to your benefit, if we make: (a) changes to the equipment or services that are expressly permitted under the terms of this agreement (for example the **annual price adjustment** pursuant to paragraph L.2, or to certain cost-based charges (e.g. paper billing charges or international rates) - see paragraph O.13 for more details); (b) purely administrative changes that have no negative effect on you; or (c) changes that are directly imposed by law, or where we have a legal or regulatory obligation to pass on cost increases, we will update you in accordance with O.15(2) and you will not be entitled to cancel this agreement within your minimum period without paying an early disconnection fee.
- If the changes we make relate only to an add-on, any cancellation right will be limited to that add-on only (see paragraph O.6(a) for further details)
- If the changes we make only relate to a supplementary service, and those changes provide you with a right to cancel that supplementary service, we will notify you of this and inform you of your right to cancel the affected supplementary service and this agreement without paying an early disconnection fee. Any cancellation right will be limited to where you are already signed up to that supplementary service (see paragraph O.6(b) for further information).

Suspending and ending Services

– See Sections M and Q

- Where you have broken our **agreement** in a serious way, then we may suspend some or all of your **services**, or even end your **agreement**. We will behave reasonably when deciding what course of action to take and where possible discuss this with you first.
- We also have an **acceptable use policy** that describes how the **services** can be used. Each service may have its own **acceptable use policy** and they can be found by visiting [virginmedia.com/legal/acceptable-use-policy](https://www.virginmedia.com/legal/acceptable-use-policy)

Ending this agreement

– See Section O

- If you have entered into a new contract you can cancel those **services** at any time during your **cooling off period** without needing to pay any early disconnection fee as described above.
- You can also cancel this **agreement** without needing to pay an early disconnection fee where we have:
 - made changes described above to prices, terms and conditions or the **services** we provide to you (excluding the **annual price adjustment** pursuant to paragraph L.2 and subject to the exceptions set out in paragraphs O.6, O.12 and O.13) (see **Sections L and O**); or
 - not provided you with the **minimum guaranteed download speed** as set out in your customer contract or, if applicable, any service change receipt – please see the Legal Stuff section on the [Virgin Media website](https://www.virginmedia.com) and Section O below. This right only applies on or after 28th February 2019 if you are either a new customer purchasing broadband **services**, or an existing customer that has changed your broadband service, agreed to a new **minimum period** or re-contracted your existing broadband service.
 - offered you this right by giving you notice to end credit payments under the Virgin Media Automatic Compensation Scheme. See Section S for more details.
- If you choose to end your **agreement** you can do so on 30 days' notice but if this is during your **minimum period** then you may need to pay an early disconnection fee, please see above.

Your rights under Consumer Law and Regulation

– See Sections R.11 to R.12

- You also have rights and remedies that apply in addition to any of the rights we give you under this **agreement**. Some of these rights are contained in the Consumer Rights Act 2015. For example, under that Act if we have not exercised reasonable care and skill in providing the **services** to you or where the goods or digital content provided to you are faulty or do not match their description, then you have the right to ask us to fix a problem (where this is possible) or to receive a reduction in price.
- If you experience a delay in the activation or repair, or a missed appointment by one of our technicians for your Virgin Phone (fixed line) or Virgin Broadband service, you may be entitled to credits under the Virgin Media Automatic Compensation Scheme available to view at <https://www.virginmedia.com/help/automatic-compensation>
- For more details on your rights as a consumer please visit the Citizens Advice website at www.citizensadvice.org.uk.

Your information

– See Section K

- Although not part of this **agreement**, our Privacy Policy and Cookies Notice explain how we and other Virgin Media group companies use your data, so please read these.
- Section K also sets out how we may access information on the **services**.

FULL TERMS AND CONDITIONS

A. General

- As well as these terms and conditions, the contract that you will have been sent together with any service change receipts, the **services** have **Legal Stuff** which applies to the **services** and their use, as published by us on the [Virgin Media website](https://www.virginmedia.com).
- You agree that you are liable for any charges on your account regardless of whether you or anybody else (with or without your permission) incurs those charges (unless the charges result from fraud by someone else which you could have had no control over). For example, if someone who has access to your home, SIM and/or equipment uses the **services**, they will be considered to be within your control and you will be liable for those charges. If you become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your PINs and passwords to anybody else (unless you're happy for them to use your account and incur charges on your account that you will need to pay us for).
- If your SIM is lost or stolen, please tell us within 24 hours so that we can take action to prevent unauthorised use of your SIM and associated charges being added to your bill (limited up to £100 where notification is received within 24 hours)
- From time to time we may let you try certain extra things for no additional charge, for example as part of a trial or for promotional

purposes. However, these won't form part of the **services** under this **agreement**, and we have the right to withdraw them at any time and without giving you notice.

B. Virgin TV

- We aim to offer a **television service** covering a wide range of interests.
- (1) The **television service** is a variable TV service, so we don't guarantee that we'll provide any particular channel, or other content, or access to any third-party **services**. This means we may add, remove, change or interrupt (some, or all, of) the content and/or the **television service** from time to time. We may also have to make changes for reasons including (but not limited to) matters beyond our reasonable control, or where content or a service is made available to us by a third-party and they stop making them available to us or we gain or lose the right to make the content or service available to you. Where this happens and, if appropriate, we will try to replace content with similar or equivalent content.
(2) Where we are able to replace the content with similar or equivalent content, such a change shall not provide you with the right to cancel this agreement without paying an early disconnection fee.
(3) Where we are unable to replace the content with similar or equivalent content, we will assess whether this is likely to materially disadvantage you and where we consider this to be the case, we shall notify you of this change in accordance with Section O.15(1) and you will have a right to cancel this agreement without paying an early disconnection fee under paragraph O.13(b).
- We may not be able to show some content or enable certain functionality (such as temporary downloads) on some of your **equipment**, such as iPhones or Android phones, as the third party we license the content from may not allow us to do this.
- Any example we have given of any content on the **television service** (including in advertisements, direct mail, in-store, on-line or on the telephone) is only an example of content that may be available as part of the **television service** at the time the example is given, and the example may not always be on the **television service** throughout the term of this **agreement**.
- We have the right not to make a Pay-Per-View programme available to you if you do not meet credit conditions set by us or if you have failed to pay any charges you owe.
- It is up to you to make sure that if minimum age recommendations apply to any part of the **television service**, those parts of the **television service** are not viewed by anyone below that minimum age.
- Except for Virgin TV Go and Virgin TV Control apps (and any updated or similar **services** we may provide from time to time), which you may use in accordance with their terms and conditions you may not use any reception equipment to receive or set recordings on the **television service** other than the equipment we have provided to you for the express purpose of receiving or setting recordings on the **television service** (such as a set-top box).
- By viewing the **television service** you acknowledge that the equipment we provide to you may be enabled by us to make recordings, on your behalf, of broadcasts of the types of programmes that match your preferences, for the purpose of enabling those broadcasts to be viewed at a more convenient time for you.

- We will not continue to provide you with the **television service** if we find out that you do not have a valid television licence.

C. Virgin Phone

- If you are keeping an existing phone number but taking a phone line from us as part of the **services**, you authorise us to cancel that part of your **agreement** with your old provider which relates to renting that line. However, we cannot cancel any other **agreements** you may have with your old provider, e.g. for renting equipment or for extra lines. Although we are usually able to arrange for you to keep your existing phone number when you transfer your line to us, we cannot guarantee this.
- If we provide you with a phone line and you don't ask us to transfer your existing number, we will allocate a number to your phone line. The telephone number and any rights in it belong to us and you may not sell or agree to transfer the number to any person.
- You agree that we will give your details, including address and phone number to the emergency **services**. When ordering your phone service, you can choose whether we pass these details and your name to other authorised **public communications providers** and regulated directory service providers. This is so your details can be included in phone books and be obtained from publicly available directory enquiry **services**. You can update this choice at any time. We cannot accept any liability whatsoever for any failure by authorised **public communications providers** and regulated directory service providers to whom we provide information to comply with your listing request. We can tell you about other options that are available to protect and control how your information is used.
- You accept that your phone number must not be advertised in or on a public telephone box. If this happens, we may immediately suspend the **service** or end this **agreement**. However, we will use reasonable endeavours to contact you before we take this action.
- Your phone number and phone line are for private use by you and members of your household only. They must not be used for any activities not reasonably expected of someone using the **services** for domestic purposes, e.g. whilst a reasonable amount of working from home is expected, your usage should be within what would be reasonably expected from a residential customer and we have no liability for any business losses you may suffer.
- Your phone package fees and call rates that are applicable from time to time may be viewed in our **tariff guide**, posted on this section of the [Virgin Media website](https://www.virginmedia.com/callocasts) (www.virginmedia.com/callocasts). Otherwise, you can call us to request a copy. Rates set out in the **Tariff guide** take precedence over any rates shown in generic marketing material. Where we make changes to our tariffs, we will notify you of fee and call rate changes by publishing an updated **tariff guide** on the [Virgin Media website](https://www.virginmedia.com).
- If your use of unlimited or no extra charge calls provided as part of your phone **services** exceeds that reasonably expected of a reasonable person using the **services** for domestic purposes, we may:
 - restrict, suspend or end your **services**; and/or
 - charge you our standard rates as published in our latest **tariff guide** for any calls exceeding those reasonably expected of a person using the **services** for domestic purposes.
- Call features and **services** functionality are subject to variation and may not be available in all **network areas**. See <https://www.virginmedia.com/callocasts> for details of call features.
- Most security and personal alarms and health monitors should be compatible with our **network**. However, it is your responsibility to check with your alarm or monitor provider to ensure that your alarm or monitor is compatible. You should check that any other of your **equipment** is also compatible. Subject to paragraph R.1 below, we cannot accept responsibility for issues arising out of incompatibility.
- We may provide your phone **services** over our broadband **network** or over a traditional copper **network**. You agree that the following provisions apply (in addition to the terms and conditions above) if we have told you that your phone **services** will be provided over our broadband **network**:
 - you should keep your broadband router plugged in and switched on at all times to make and receive calls; and
 - you acknowledge that if there is a power or **network** outage, your phone **services** will not work and you will be unable to make or receive phone calls, including calls to the emergency **services**. You should keep a mobile phone handy and charged and use your mobile phone to call the emergency **services** should you need to.
- If we provide your phone **services** over our broadband **network** and you have a security or personal alarm or health monitor which is connected to your phone line, this will not work during a power or **network** outage. You should check with your alarm or monitor provider to see whether your alarm or monitor is connected to your phone line and if this affects you. Any other of your **equipment** which you connect to your phone line may also not work in an outage.
- If a power or **network** outage occurs during a phone call, the call may continue for up to 10 seconds after the calling party has lost connection, and will be ended accordingly.
- For customers with accessibility requirements or for customers who do not have a mobile phone, we have measures in place to help in the event of an emergency. If you or a member of your household currently have accessibility needs, or develop accessibility needs at any time that you are a customer, you should tell us this as soon as possible so we can put measures in place to assist you. This might include the use of text relay. This might also include providing you

with an emergency backup line to use, to allow you to make calls to the emergency services. For the avoidance of doubt, the provisions relating to equipment also apply to the emergency backup and any other equipment we provide to you.

D. Virgin Broadband

- To receive the **broadband service** you need to make sure that your equipment, such as your computer or device (tablet or mobile phone) will connect to the equipment by Ethernet or wi-fi connection. The Virgin Media Help & Support pages of our website can help you set up your connection – see Help & Support at virginmedia.com/help
- In order to keep providing a great level of service, we may modify or temporarily suspend the broadband service, or part of it, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on your broadband service, and we will restore the broadband service as soon as we can. Where possible, we will notify you if this occurs between the hours of 6am and midnight and is due to last for more than 1 hour.
- Due to the nature of the internet, we cannot guarantee specific levels of performance for internet access on the **broadband service**.
- You confirm that you are the owner of, and that you have obtained all necessary consents to use, the email name, mailbox name or any other name selected by you in connection with the **broadband service**.
- You acknowledge that we cannot guarantee you will be able to have and use any email address or mailbox or other name you request, and we may require you to select a replacement name if we believe that your current choice of name is, or is likely to be, in breach of the **Legal Stuff**.
- Any email address allocated by us to you will at all times belong to us and you may not transfer the address to any person. If this agreement ends, your right to use that email address will also end and you will no longer be able to use the email address, so please make sure you have an alternative email address and let your contacts know of the change, as we cannot do this for you. Please see our **acceptable use policy** for more detail on email address usage and our Help and Support page on what happens to your email when you leave us.
- It is your responsibility to keep back-up copies of any data you upload to our **network** and you are responsible for any system you establish to monitor or manage your content online and internet use.
- The **broadband service** is for private use by you and members of your household. It must not be used for any activities not reasonably expected of someone using internet access for domestic purposes, e.g. whilst a reasonable amount of working from home is expected, your usage should be within what would be reasonably expected from a residential customer and we have no liability for any business losses you may suffer. We have other more appropriate packages such as **Homeworks**, and for small business use there are **services** provided for by Virgin Media Business.

E. Virgin Mobile

- This agreement covers the provision of your **airtime plan** and SIM as part of provision of **services**.
- This agreement does not cover your **mobile handset** or any other device you might receive as part of a promotional package. Your **mobile handset** and any other device belongs to you at the point of delivery, if your application is online or by phone, or when it is provided to you if your application is in store. You will be responsible for any loss, theft or damage from this point.
- We agree to provide you with an **airtime plan**. Details of the types of calls, text messages or other services that are included in your **airtime plan** are explained in the joining pack you receive with your **SIM** and are also available online via your account. You can also get them from our **team** on request. The mobile call charge rates that are applicable from time to time may be viewed in our **tariff guide**, posted on this section of the **Virgin Media website: virginmedia.com/paymcharges**. Otherwise, you can call us to request a copy. Rates set out in the **tariff guide** take precedence over any rates shown in generic marketing material.
- During your **minimum period** we may allow you to change your **airtime plan** to a different allowance that we had available at the time you signed up to this agreement. You may do so once per calendar month. The new **airtime plan** and price will apply from your next monthly bill cycle and for the remainder of your **minimum period**, unless and until your change it again.
- Add-ons** can be purchased through your account, through our **team**, or through other means that we make available from time to time. The price of any **add-ons** that you purchase will be itemised and added to your next monthly bill. **Add-ons** are non-transferable and other restrictions may apply concerning their expiry, validity or use. Aside from your rights to cancel during a cooling off period or if we break the terms of this agreement, the **add-ons** will also be non-cancellable and non-

refundable where you agree that we supply the **add-on** to you as soon as you have purchased it.

- Some content or **services** are age restricted. If you are under the specified age that may apply to any **age restricted services** you are not permitted to access them. If you are the specified age or over and you access the **age restricted services** you must not share them with anyone under the specified age. If you let anyone under the specified age use your **mobile handset** you must deactivate access to any **age restricted services** before doing so. Where you have provided the information to us we may post a flag on your telephone number to inform third party content providers that you are over 18 years of age.
- The mobile **services** are available for you to access where you are in range of a base station which forms part of the mobile **network**. The mobile **network** is variable comprises different types of technology and the availability of the mobile **services** varies depending on where you are in the country. In areas without mobile **network** coverage you will not receive any mobile **services**. You can check the telecommunications regulator Ofcom's coverage checker for more details on **network** coverage which is available at <https://www.ofcom.gov.uk/phones-telecoms-and-internet/advice-for-consumers/advice/ofcom-checker>
- Some **mobile handsets** may not be able to receive our **services**; this may occur where the above technical factors prevent this or where a **mobile handset** is locked to a different **network**. Our mobile **services** are available only on **mobile handsets** which we have approved for use on the **network**. For roaming the terms at Section E.12 apply.
- You agree you will:
 - only use the mobile **services** with the **mobile handset** and SIM we have approved for use on the **network**;
 - use the SIM and **mobile handset** in accordance with their user guides; and
 - take care to prevent the loss of or damage to the SIM.
- Lost or stolen SIM or **mobile handset** it is not practical to carry out the connection for health and safety reasons or for any other reason.
- Any SIM we provide to you remains our property and must be returned to us if we ask for it back. You must keep the SIM safe and can only use it to access the mobile **services**. If the SIM is lost, stolen or damaged call the **team** immediately for another SIM.
- If the SIM is lost or stolen and you notify the **team** within 24 hours so that we can take action to prevent unauthorised use you will only be liable for charges that are not part of your **airtime plan** relating to any unauthorised use of the SIM (including call charges) up to £100.
- If you notify the **team** of a lost or stolen SIM after 24 hours we may hold you liable for all charges (including call charges) that are not part of your **airtime plan** relating to any unauthorised use of the SIM, up to the time that you notify us, regardless of whether the charges have been incurred by you or someone else. You will continue to be liable for the monthly payment (or other periodic charge) relating to your **services** until the end of your **minimum period**. We may charge you a reasonable replacement charge for the loss of the SIM; you can find details in our tariff table.
- We connect the **mobile handset** to the **network** for your use. If you cease to use the **mobile handset** you will still be obliged to make payments due for your **airtime plan** as part of the **services**. In instances where the **mobile handset** is lost or stolen either with or separately to the SIM as described above, you must advise the **team**. We suggest you ensure appropriate insurance cover is in place.
- Failing to notify us that the SIM is lost or stolen could result in us suspending your use of the mobile **services** (except for calls to emergency **services**).
- We grant you the use of a phone number. Very rarely, Ofcom may order the reallocation or change of mobile phone numbers, in which case we may have to change the phone number we make available to you. If that happens and where possible we will provide you with reasonable notice before making the change
- Roaming
 - Our mobile **services** may be made available to you in countries outside of the UK if we or the relevant partner who provides us with our **mobile network** have roaming agreements in place. Please check your roaming settings via your account online and ensure that data is turned on via the **mobile handset**. If you are roaming in the EU, you also need to comply with our **roam like home** policy. The costs for outside of allowance for EU use and **additional services** that allow roaming outside of the EU are set out in our tariff table or are available from our **team**. Overseas **network operators** may bill us some time after you use the mobile **services** – sometimes up to three months later, accordingly there may be a delay in when such charges show up on your bill. Please be aware that when you use your phone outside of the EU charges will apply.
 - If you are using your **mobile handset** in a location in the EU which is close to the border between the EU and another country, outside of **roam like home**, your phone may connect to a **network** in that country and you will be charged roaming rates for that usage. To stop that from happening you should take care to note the **network** to which your **mobile handset** is connected

before using it. You can also disable roaming on your **mobile handset** or you can contact the **team** and we can disable roaming for you.

- If you obtained a SIM directly from us (online, in store or by speaking to the **team** over the phone) then you may benefit from a customer satisfaction guarantee or a warranty. Full details are available on our website at <http://store.virginmedia.com/the-legal-stuff/virgin-media-mobile.html> or from our **team**.
- If you obtained a SIM somewhere else, for example from another high street retailer, our customer satisfaction guarantee will not be available to you. You'll need to go direct to that retailer if you wish to return the SIM or if the SIM develops a fault.
- Any additional terms and conditions that apply to **additional services** will be made known to you as part of the process for agreeing to the **additional services**. They will also be available on our website or from our **team**.

F. Services and Equipment

- We will agree with you a date for installation or delivery of equipment or activation of the **services** and we will try and keep to this date, but we may have to change the installation, delivery or activation date. We will agree with you any such changes as soon as we can and let you know of the next available date. Your mobile **services** will commence once you have received your SIM and have been provisioned on the **network**. If your other **services** are not installed and activated within 45 days of ordering the **services** we may cancel your those **services** and move you to a different **airtime plan** for your mobile **services**. You will be responsible for all out of allowance, **add-on** and additional service charges incurred from the date the mobile **services** commenced. These charges will show up on your next bill.
- You agree that you or a person authorised by you (who is 18 or over) will be present when we install the equipment at your home.
- Where we need to install equipment at your home, we will make every effort to fit the equipment where you prefer. However, this may not be possible because of technical or other reasons. If this is the case, you may either choose to allow us to connect the equipment as we see fit, or to not have that equipment installed. If we do not install that equipment for that reason we shall not be under any liability whatsoever to you for any failure to provide you with the service provided by that equipment but we will refund you any payments you have already made for installation of that equipment and provision of the **services** which are related to that equipment. If you wish to retain any of your other **services** including your mobile **services** we will move your mobile **services** to a different **airtime plan**, taking into account your allowances and price in accordance with Section L.6. Please do not move any equipment. Should you later wish to alter the routing or location of any existing equipment such as cables or wall sockets, you should contact us.
- Where we do not need to install equipment at your home, we will either send you all the equipment you need through the agreed delivery method, or connect to the **services**, or advise you of any **additional equipment** you need. If applicable, it is your responsibility to purchase the **additional equipment** as notified to you. We will not be liable to you for any loss or damage caused by your installation of the equipment or **additional equipment**, unless this loss or damage is caused by our fault.
- Where we have recommended that you purchase **additional equipment** for use with the **services** and you have chosen not to take our recommendation, we cannot guarantee compatibility of what you instead choose, nor can we provide installation or on-going support in respect of it. Where **additional equipment** is purchased from our recommended partners, we are not responsible for them or for any **additional equipment** you purchase from them. If any **additional equipment** you have purchased from our recommended partners is faulty upon arrival, please contact the recommended partner for a replacement. We may need to provide our recommended partners with your name, address and order details in order for them to fulfil your order.
- To provide the **services**, the equipment (e.g. a set-top box or hub (router)) must be connected to your equipment (e.g. a TV). You are responsible for making sure your equipment works properly. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including power outlets or sockets) for the equipment.
- Where we need to set up any **services on your equipment** you authorise us to have access to your equipment to perform such set-up (which may include the installation of software) and to check that those **services** are working properly. You confirm that you will have prepared your equipment, and will follow our reasonable instructions (if required) to prepare your equipment, so that we can perform the set-up properly. It is your responsibility to keep back-up copies of any important data stored on your equipment prior to the set-up of the **services** by us on your equipment.
- You are responsible for applying for any consents and permissions necessary for us to connect and maintain the equipment at your home (for example, any permission necessary to lay cable from the street to your address). We are not obliged to install equipment or provide the **services** unless all consents and permissions have

been obtained.

- Our obligation to provide the **services** is also subject to survey. If a survey shows that the equipment cannot be installed or connected to your home, or if a non-standard installation is required, we may cancel any installation date we have given you and terminate this agreement. You will be notified of this as soon as possible after the survey. We shall not be under any liability whatsoever to you for any failure to provide the **services** in these circumstances but will refund you any payments you have already made to Virgin Media Payments for installation of the equipment and provision of the **services**. If you wish to retain your mobile **services** we will move your mobile **services** to different **airtime plan** in accordance with Section L.6.
- We do not have to connect the equipment at your home, or otherwise keep to this agreement to the extent the following affects our ability to do so, if:
 - your home is outside our service area or in a part of our service area where no cable has been laid, or we are unable to activate the **services** on your line or at your home for any reason;
 - you do not qualify under our current credit policy;
 - we need to send a technician to provide necessary maintenance and you miss that agreed appointment (or there is no-one over the age of 18 present); or
 - you have previously misused our television service;
 - your computer or device (or its operating software) does not work correctly or as reasonably expected for access to the broadband service; or
 - it is not practical to carry out the connection for health and safety reasons or for any other reason.
- We may monitor any content or material transmitted over the **network**, including email and internet communications, where required by law or an enforcement authority, or as part of any actual or potential criminal or suspected fraudulent activity. Any data we collect will be in accordance with our Privacy Policy and our Cookies Notice.

G. Looking after the Network and Equipment

- We will try to provide any maintenance **services** that we believe are necessary for the **network** and equipment to work properly and for us to provide the **services** to you.
- We may upgrade or update the **network**, equipment and the **services** from time to time. If we believe an update is likely to materially disadvantage you we will notify you in accordance with paragraph O.15 and you may have a right to cancel your agreement.
- Our network, equipment and associated services may vary. We will always aim to provide you with continued access to **services** but we will not be liable for interruptions, reception, picture degradation or other problems with the **services** which are matters beyond our reasonable control. You agree that you will tell us about any fault in the **services** and equipment by contacting our customer **services team**, who will aim to respond as promptly as possible. Please visit the contact us section of our website for details on how to get in touch. In many circumstances it may be possible for us to correct a fault remotely. If this is not possible and we think a technician can correct a fault, we will send a technician to try to do this.
- We are not responsible if you are not able to use the **services** because your equipment does not work properly, is not compatible with the equipment (or **services**) (unless we have recommended it to you) or because of faults in any **public communications provider's network** (where applicable).
- Where we supply the **services** to you via your connection to another **public communications provider's network** (e.g. 'Virgin TV Go') it is your responsibility to maintain your connection to such **public communications provider's network** and we shall not be responsible or liable to you for failing to provide the service if such failure arises as a result of any interruption to or disconnection from the **public communications provider's network** or because of failure or inadequacy in any equipment for which we are not responsible.

H. Using the services

- You are responsible for the way the equipment and **services** are used. You must not do any of the following acts or allow anyone else to do the following acts in relation to the equipment and/or **services**:
 - send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
 - cause annoyance, nuisance, inconvenience or needless worry to, or infringe the rights of, any other person;
 - contravene our **acceptable use policy**;
 - perform any illegal activities;
 - break, or circumvent, (or attempt to do so), the security of our **network**, equipment, content, hardware or software;
 - deliberately receive, use, own, post, make available, transmit or publish, offensive, harmful and/or illegal material (including images of child abuse);
 - upload, download, post, publish, make available or transmit any information, content, material or software that is protected

- by copyright or other ownership rights of another person (or company) without the permission of its owner;
8. copy, distribute, make available, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment we provide except:
 - a. as set out in Section X in respect of open source software
 - b. that you may make a back-up copy of the software we provide for your personal use; or
 9. use any of the **services** in a manner not consistent with reasonable residential domestic use or in any way related to an arrangement we suspect is designed to **artificially inflate traffic** to a number or numbers;
 10. use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use the **services** to harm the service of another internet user or impersonate another user, whether on our **network** or external to our **network**. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving you notice as part of managing our **network** and providing **services** to our customers;
 11. calling 'cash back' or 'cash for calling' numbers where you are paid in monetary or other terms by the provider for calling a number;
 12. use the **services** in a way that:
 - a. risks degradation of **services** to other customers;
 - b. puts our **network** at risk;
 - c. is not in keeping with that reasonably expected of a residential customer; and/or
 - d. breaks the law or infringes the rights of any other person.
 13. The following acts are also not permitted:
 - a. copying or recording all or any part of the **services** except as may be permitted by law (and if this kind of copying becomes illegal in the future you must stop doing it);
 - b. re-selling, or making any charge for watching or using, all or any part of the **services**; and/or
 - c. showing all or any part of the **services** to the public even where no admission fee is charged.
 2. If we believe that you (or anyone who uses **your equipment** or SIM) are using the **services** in any of the ways set out in paragraph H.1 and consider it to be a serious issue, we are entitled to reduce, suspend and/or terminate any or all of the **services** (except for calls to emergency **services**) without giving you notice. Where we do reduce or suspend the affected service we will reinstate the service if we have been able to resolve the issues with you within a reasonable time but we will need your reasonable co-operation to do so. We will terminate the **services** and **agreement** with you where this is not possible or if we consider, acting reasonably, that your breach is sufficiently serious and requires us to terminate the **agreement**. We may also immediately terminate the **services** we provide you and this **agreement** where we reasonably consider your misuse to be very serious or harmful to others.
 3. We may charge you a fee to reconnect you to our **services** except where this is required as a result of **network** problems as set out in Sections G.1 and G.2 or due to our fault. Details of any fee are included in our tariff table
 4. We reserve the right to remove by immediate notice material placed on our servers by you or other users which we, in our reasonable opinion, believe breaks this **agreement**.
 5. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with you misusing the **services**, or with getting the **services** without our permission, and to repay fully any costs or losses of this kind which we may suffer. This also applies if you do not meet your responsibilities under this Section H.
 6. Unless we advise you otherwise, please take reasonable steps to make sure that, while it is not in use, the electricity supplied to the equipment (such as the set top box or hub) is not turned off and that it is in standby or rest mode, as this allows us to send important updates (e.g. security updates) to the equipment.
 7. Where a usage or storage allowance is allocated to you as part of the **services**, you are responsible for making sure that you do not use more than your allowance. We are not responsible for any negative consequences of your failure to do so. Furthermore, if you exceed any allowance applicable to your **services** we may re-grade the **services** in question at the appropriate charge and/or charge you for any additional usage or storage at the appropriate rate (if any) as set out in the **price guides**. Where we believe this type of charge is necessary we will try and discuss this with you first but if we cannot contact you and we make such changes we will notify you as soon as possible.

8. In particular, if you subscribe to a service allowing internet access that has a limit on the amount of data that you are allowed to download or upload each month (monthly usage allowance), you must not exceed that monthly usage allowance. You can monitor your usage within the My Usage section of your My Virgin Media account, or for your mobile **services**, your My Virgin Mobile account or associated app. We will send alerts to tell you if you are approaching your monthly usage allowance via text and email, after which, if you still choose to continue exceeding your allowance we will add an unlimited data pack for the rest of your billing period at additional charge, as set out in the price guide. At the end of your billing period your monthly usage allowance will then be reset to previous limit which will then apply. You are responsible for providing us with an active email address and mobile number that you check regularly to receive these updates. You can find details of relevant charges within the My Alerts pages within the My Usage section of your My Virgin Media account or, for mobile **services**, your My Virgin Mobile account.
9. We may turn off your **messaging services** if they are inactive for an extended period of time but we will let you know before this happens. If we do turn off your **messaging services** you will lose all of the content in your **messaging services** and we will be unable to forward any unopened or unsent messages to you or anyone else.

I. Using the equipment

1. We provide equipment to you for as long as you continue to receive **services** from us. The equipment remains our property at all times and we may need to alter or replace it from time to time. For us to do this, we may need reasonable access to your home. We also need you to follow our reasonable instructions if we need to send you replacement equipment, e.g. where we need to upgrade our hub or set-top-box for security or performance improvements.
2. You are responsible for making sure that our equipment is safe and used properly at all times. To do this, you agree to do the following:
 1. follow the manufacturer's instructions and any other reasonable instructions we have given you;
 2. keep the equipment in your home and under your control (e.g. you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you);
 3. insure any of the equipment against any loss, theft or damage for the full replacement value;
 4. not tamper with disassemble, misuse, neglect or damage the equipment;
 5. not remove, tamper with or cross out any words or labels on the equipment; and
 6. take proper care at all times to try and prevent the loss or theft of equipment.
3. You agree to tell us as soon as you can about any loss or damage to any part of our equipment. You should do this by contacting our customer **services** team. You agree that you are responsible for any loss of or damage to the equipment, regardless of how it happens, unless it is our fault. We will charge you for any loss of or damage to the equipment that you are responsible for, and that charge will not be more than the charges set out in the price guide for the relevant equipment.
4. If we or you end this **agreement**, if you decide to disconnect from some of our **services**, or if you wish to take up an offer to upgrade the equipment we provide to you, then unless we have informed you otherwise (e.g. on our website) you must return the equipment to us or (if we choose) make it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to return or make available the equipment for collection for any reason, we are entitled to charge you for the replacement cost or reasonable recovery costs of the equipment. If we hold any of your money we may use that money towards the cost of refurbishing or replacing the equipment. If you have any **additional equipment**, we'd encourage you to dispose of it responsibly if you're no longer using it so please contact us for further information about disposing of your **additional equipment**. Please see our price guide for the more information on non-returned equipment and the charges we may apply.
5. You may use **your equipment** together with our equipment, but (unless we have recommended it to you) we cannot guarantee that our equipment will work with **your equipment**. We will not be liable in any way for any loss or damage arising from your use of **your equipment** with the equipment. We will not be liable for any loss of or damage to any **additional equipment** unless it is our fault. We have the right to charge you for any replacement **additional equipment**. Your personal information may be used for the purposes set out in this **agreement** and our Privacy Policy for so long as you are a customer and for as long as is necessary for such purposes after we cease providing the **services** to you. If you do not pay your bills for the **services** then we reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of or to our instructions.
6. You will have received certain software in the equipment at the point of activation of your **services**, and other software programs we may deliver to the equipment from time to time, which the equipment will automatically accept. You may use this software solely in executable code form and solely in conjunction with the equipment. You must

not use any unauthorised software on the equipment. Certain equipment we provide to you may also be accompanied by separate software intended for installation on other devices within your home. If you install this software on such devices, the terms of use of the software will be governed by an end user licence **agreement**, which you must accept before you install the software.

7. We and our suppliers retain title to and ownership of the software for the equipment we provide to you and all intellectual property rights in and on that equipment. All Tivo copyrights and trademarks are the exclusive property of Tivo Inc. Tivo Inc. is an intended third-party beneficiary of this Section H.7 which means that Tivo Inc. can independently enforce the terms of this Section I against you.
8. We reserve the right to automatically enable any additional and separate bandwidth on the equipment we provide in order to offer a separate wireless local area **network** (Wi-Fi Hotspot) for other customers in the local area to connect to as long as this does not adversely affect the **services** we provide to you.

J. Paying for your services

1. You will receive two bills for your **services** as follows:
 - 'Virgin **Services** Bill' - includes your monthly recurring charges (including for any additional services related to your television, broadband or landline services), any charge to bill charges and additional fees for **Pay-per-View programmes** or third party content and **services**.
 - 'Virgin Mobile Usage Bill' - includes the charges for any **additional services** related to your Virgin Mobile service and other out of allowance charges that are not included in your **airtime plan**
2. You are responsible for and must pay the charges for the **services** as set out in our **price guides** (see www.virginmedia.com/priceguides) or as otherwise notified to you (for example as set out in your order summary, change of service receipt and your bills), together with any applicable value added tax or other applicable taxes. All payments by you in respect of the monthly recurring charge for your **services** should be made to Virgin Media Payments, who will provide you with all necessary payment handling **services** for Virgin Media and all payments by you in respect of **additional services** that relate to your mobile **service** and other out of allowance charges should be made to Virgin Mobile Payments and Virgin Mobile agree to collect and process all payments made by you to it promptly and ensure that they are applied in settlement of the charges to which they relate. Virgin Media Payments and/or Virgin Mobile may charge you a separate service fee for collecting and processing such payments as provided in Section J.6.3 below.
3. We can change the charges as set out in Paragraph L.1, but if we do so, this may entitle you to end this **agreement** without needing to pay an early disconnection fee (excluding the **annual price adjustment** pursuant to paragraph L.2 and subject to the exceptions set out in paragraph O.6, O.12 and O.13). You can read more about this in paragraph O.
4. You must ensure that your payments are received by Virgin Media Payments and Virgin Mobile by the due date for payment shown on your bill. If you do not pay your bills on time, you may need to pay interest or other charges for your default as set out in our **price guides**. We may also charge you the costs of debt recovery proceedings to recover any debt you owe under this **agreement**. Reminders will normally be sent for late bill payments.
5. If you do not pay your bills we may suspend your **services** in line with our non-payment policy as set out below:
 1. Virgin **Services** Bill we may suspend or cancel the **services** in their entirety.
 2. Virgin Mobile Usage Bill - we may suspend or cancel your mobile service only.
6. Some parts of the **services** may enable you to access third party content and **services** some of which may require you to accept additional terms and which may be subject to additional fees (e.g. a subscription you may have to access an organisation's TV streaming service), and you agree that you (and not us) are responsible for paying any charges from such other organisations while using the **services**. These charges are known as 'charge to bill' **services**. Where third party **services** you receive have been added to your request to your Virgin **Services** Bill, you agree to pay Virgin Media Payments for such charges in the same way as for all other charges on your bill. As set out in paragraph O.14, we are not responsible for notifying you of changes made by third parties to third party services, charges, or terms and conditions.
7. The following provisions apply regarding billing and payment:
 1. Under this **agreement**, if you ask for any changes to the **services** provided by us, these changes will be reflected by adding or removing proportionate amounts to your first bill after the change and to your payments every month after that.
 2. You must pay both of your bills by direct debit from a suitable bank allowing such payments and you must maintain active direct debits during your **minimum period** and at any time we are providing you with **services**.
 3. If any direct debit of yours is cancelled or is not cleared by your bank or building society, we are entitled to charge you a default fee and the provisions of Sections J.4, J.5 and J.6 and M.1.3 will also apply.
 4. We will bill you electronically via E-billing, and you must provide us with a valid and current e-mail account to which we will send your bills. You may choose to receive a paper bill instead. If you choose a paper bill, your paper bill if a supplementary service and

we may charge you an additional amount for this service, which we will tell you about when you request the change. A charge will be payable for in respect of both the bill from Virgin Media Payments and the bill from Virgin Mobile if a paper bill is requested for either of these bills.

5. The accuracy of the e-mail address you provide to us for E-billing purposes is entirely your responsibility.
6. We reserve the right to refuse use of the E-billing service to anyone for any reason whatsoever, or to modify or discontinue (permanently or temporarily) the E-billing service to you or all recipients, in our reasonable discretion. You shall remain fully responsible and liable to pay any bills of which notification has been sent to the e-mail address you have specified whether or not:
 - a. you access that e-mail account and read the relevant e-mail;
 - b. you are disconnected from your e-mail account (for any reason); or
 - c. for any other reason (other than our negligence) you fail to read the relevant notification.
7. Due to the nature of the internet and the need from time to time to update, upgrade and maintain the E-billing service, we cannot guarantee uninterrupted access to the E-billing service.
8. If you want to change any of the **services** agreed to, we may charge you a fee. We will notify you of the amount of any such charge when you request the change.
8. We are entitled to carry out credit checks on you at any time. This will be done by making searches about you at credit reference agencies who will supply credit information about you, as well as information from the Electoral Register. The agencies will record details of the search, whether or not the application goes ahead. We may use credit-scoring methods to assess the application and to confirm your identity. We and other companies may use credit searches and other information which is provided to us, or the credit reference agencies, about you (and those to whom you are linked financially) if credit decisions are made about you, or other members of your household. This information may also be used to trace debt and manage your account and to reveal information on your payment history to the usual credit agencies. Your details will be checked with fraud detection agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, e.g. when: checking details on applications for credit and credit-related or other facilities; managing credit and credit-related accounts and facilities; recovering debt; checking details of proposals and claims for all types of insurance; checking details of job applications and employees. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please write to Virgin Media's Head of Risk at 500 Brook Drive, Reading, RG2 6UU if you want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.
9. If at any time before or during the term of this **agreement** you fail to meet the credit conditions required by us, we may do the following as long as it is reasonable for us to do so:
 1. require you to make a payment (which shall be made to Virgin Media Payments and/or Virgin Mobile) in advance for future charges;
 2. enforce credit limits on you for any charges (to the extent that we and/or Virgin Media Payments and/or Virgin Mobile, as appropriate, believe is reasonable in the circumstances), restrict the level of **services** we provide to you, only allow certain methods of payment and/or suspend some or all of the **services** at any time when you reach the limits until we have received the full payment of any charges you owe under this **agreement**; and/or
 3. not provide you with access to **Pay-Per-View programmes** or **additional services**.
10. You must provide promptly and accurately all the information which may be needed so that we, Virgin Mobile and Virgin Media Payments can perform our respective obligations under this **agreement**. You must also tell us immediately if any of your details change.
11. Your personal information may be used for the purposes set out in this **agreement** and our Privacy Policy for so long as you are a customer and for as long as is necessary for such purposes after we cease providing the **services** to you. If you do not pay your bills for the **services** then we reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of or to our instructions.

K. Your information and how it is looked after

1. Please take time to read our Privacy Policy and our Cookies Notice which apply to the use of your personal and other information by Virgin Media and its group companies but which do not form part of these terms and conditions. We may need to change our Privacy Policy and Cookies Notice from time to time. Our latest Policies will always be posted the **Virgin Media website**.
2. To make sure you are always getting the best possible customer

service, we may monitor and record phone conversations you have with our teams.

3. We may monitor any content or material transmitted over our network, including email and internet communications, where required by law or an enforcement authority, or as part of any actual or potential criminal or suspected fraudulent activity. Any data we collect will be in accordance with our Privacy Policy and our Cookies Notice.

4. We also reserve the right to monitor and control data volume and/or types of traffic transmitted via the services and/or equipment

5. If you have taken mobile insurance via the Virgin Mobile website we will provide your personal information to the policy administrators, Asurion Europe Limited (Asurion) in order to administer your policy, validate claims and for fraud protection purposes. Asurion administers your insurance on behalf of the insurer and the policy underwriter, Liberty Mutual Insurance Europe Limited who is the data controller for the purposes of data protection laws (Information Commissioners Office registration number Z618163). Once the relevant data has been passed to Asurion, Asurion will undertake all responsibilities as data processor (for the purposes of data protection laws) for Liberty Mutual Insurance Europe Limited in respect of that data. Please refer to your policy documents for full details of how Asurion will use your data.

6. You agree that we will give your details, including mobile telephone number and geographic location to the emergency services.

L. Annual price adjustment and changing this agreement

1. We, Virgin Mobile and/or Virgin Media Payments may change our charges or introduce new charges at any time.

(1) Unless we have informed you otherwise, your monthly subscription charges for your core services and any add-ons (apart from a few other specified exceptions) which you may have chosen will increase each year in April by the Retail Price Index (RPI) rate of inflation announced by the Office of National Statistics in the preceding February of that year plus an additional 3.9% which is applied at the same time. If the RPI rate is negative, we'll only apply the 3.9%. This annual price adjustment will be applied from April onwards.

(2) The annual price adjustment will apply to the monthly subscription price you are paying at that time and also (if applicable) to the monthly subscription price payable after subsequent expiry of any applicable offer or discount. For example (just for illustrative purposes), if you joined in August 2023 on an offer price where the monthly subscription charge is £40 a month for the first 18 months, then standard pricing from month 19 (currently £50 a month), using RPI rates that are illustrative only:

Year 1: In April 2024 you would see your offer price increase to £43.56 a month (if RPI announced in the preceding February was 5%, plus the 3.9%) i.e. £40 x 1.089 = £43.56. Your standard monthly price payable from month 19 would increase also (£50 x 1.089 = £54.45); and

Year 2: In April 2025 (provided you have not re-contracted onto another price) you would be paying the standard monthly price and you would see your monthly subscription charge increase from £54.45 to £56.57 a month (if RPI announced in the preceding February was minus 1.5%, meaning we only applied the 3.9% increase) i.e. £54.45 x 1.039 = £56.57355;

(3) In accordance with paragraph O.15(2), we will publish the exact percentage increase each year on our website as soon as it becomes available.

(4) If the annual price adjustment does not apply to any of your services we shall confirm this in your contract forms.

(5) This annual price adjustment:

- does not apply to additional admin charges (e.g. paper billing) or out-of-allowance charges (e.g. non-inclusive call charges); and
- will not provide you with a right to cancel this agreement.

3. Subject to the availability of alternative or extra services, you may add to or reduce your services (including the content you receive on the television service) from time to time by contacting our customer services team. If you ask us to add any extra services or any extra content or bundles of content to the television service, you agree to accept such extra service, content or bundles of content for at least the minimum period that applies to it. If you ask us to reduce your tier of services within the minimum period for that service, we may ask you to pay an early disconnection fee depending on the service being reduced and the remaining length of the minimum period. If you wish to reduce your tier of service or remove any additional service (including premium television channels) you must give us at least 30 days' notice and pay any applicable charges (including usage charges and line rental) up to the end of that 30-day notice period. Any changes to the services under this Section do not give rise to a new agreement, unless we agree with you otherwise.

4. If you cancel your mobile service by using your PAC code to switch to a new mobile service provider your SIM will stop working and we will be unable to provide mobile services to you using the same mobile number. Depending on the services you have in your package we will either:

- automatically move your other services to the nearest equivalent package without a mobile service taking into account your current allowances and usage; or
- where there is no equivalent package we will send you a new SIM with a new number as soon as possible to enable you to continue using your service as usual.

If you end your mobile service your other services will continue and your minimum period will be unaffected.

If we have to send you a new SIM in accordance with Section L.4.2 we may need to run a credit check on your account. If your account is in arrears, or if your payment history is poor, you may be required to clear your balance before we can send you a new SIM.

5. If you cancel all or any of the services within your minimum period, you may have to pay an early disconnection fee. If you cancel one element of your service, your remaining services will continue but you may be moved to another plan the closest available package, both in terms of allowances and price.

6. If your broadband service, television service and landline phone services end because you choose to cancel them or if we are no longer able to provide them in the circumstances set out in Sections F.3 and P.1 your mobile service will automatically continue.

7. If we have to move any of your services to a new package we will always let you know what your new package will be, and how much it will cost. If you want a different package or want to cancel the agreement you need to tell us within 30 days' of us giving you the details of your new package. If you want to cancel the agreement and you are in your minimum period an early disconnection fee may apply.

8. Subject to paragraph O.6, O.12 and O.13 we may at any time modify, amend or alter the terms of this agreement, the equipment and/or the services if:

- there is any change or amendment to any law, code of practice, guidance or regulation which applies to Virgin Media, Virgin Media Payments, Virgin Mobile or the services provided to you;
- we decide that the equipment and/or services should be altered for reasons of quality of service or otherwise for the benefit of customers or, in our reasonable opinion, it is necessary to do so in order to continue to provide the equipment and/or services;
- for security, technical or operational reasons;
- we decide to offer certain content as Pay-Per-View programmes;
- we introduce new services, new service features, service improvements or equipment;
- the changes or additions are exclusively to your benefit; or
- in all other events, where we reasonably determine that any modification to a relevant system, our network or a change in trading, operating or business practices or policies is necessary to maintain or improve the equipment and/or services provided to you.

9. We may withdraw your chosen services package for commercial or operational reasons or if we are unable to continue providing it for reasons beyond our reasonable control. If we decide to do this we will move you on to our nearest equivalent or better current package, unless you ask us to move to another more expensive package. If the package we have decided to remove (i) is not replaced by a similar or equivalent package and this is likely to materially disadvantage you; or (ii) causes the price you pay to increase we will also give you notice of the change(s) at least 30 days before the changes take effect and you may cancel the services affected in accordance with paragraph O.13 without paying an early disconnection fee.

10. If you have purchased a mobile handset from Virgin Media Mobile Finance Limited this will have been through a Fixed Sum Loan Agreement regulated by the Consumer Credit Act. That agreement will continue even if you cancel your airtime or end your contract for any or all of your services with us, so you will need to keep making payments under that agreement. If you settle your loan agreement early then you can end your airtime services with us at any time on 30 days' notice but your contract for your other services (e.g. broadband, home phone and TV) will continue and if you choose to end that contract during your minimum period then you may have to pay an early disconnection fee.

M. Suspending services

1. We may suspend or reduce any of the services, immediately without notice for as long as the suspension event persists if:

- you have broken this agreement in a serious and non-minor way (and in such an instance we may also reduce the level of services affected);
- you exceed any allowance applicable to your services (and in such an instance we may also reduce the level of

services affected);

- you go over any credit limit on your account or you cancel your direct debit;
- we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the services, SIM and/or the equipment or at any time during the provision of the services;
- we believe that you or another person at your home have committed, or may be committing, any fraud against us, and/or any other person or organisation by using the services, SIM and/or equipment;
- you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate;
- you have broken any of your obligations in Section R;
- you have failed to notify us that the SIM is lost or stolen; or
- in our reasonable opinion it is necessary to do so, for example when dealing with threats to the security or integrity of the network or the services we provide.

In these cases, we will normally contact you and try to resolve the issue where reasonably possible. However, where applicable we may make a charge to reflect our costs in connection with suspending and starting supply of the services again. You must pay this charge before you can use the services again. You may also be liable for all charges for services during this period of suspension.

2. We may also suspend any of the services for as long as the suspension event persists, immediately without notice if:

- maintenance, repairs or improvements to any part of the equipment, the services or the network need to be carried out, including e.g. when dealing with threats to the security or integrity of the network or the services we provide; or
- we have to do so by law.

3. If the services are reduced (and not suspended) because Sections M.1.1 or M.1.2 apply, then during any period of reduction, you will remain liable for the payment of your original level of charges.

4. For your and our protection we can also suspend the services if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the services are not being used in a manner consistent with reasonable residential domestic use. We will make reasonable efforts to contact you before suspending the services but we are not liable for any loss you may suffer through this suspension. We will not provide the services again until we are satisfied that you know of the increased usage and are aware of the consequences of that increased usage. We may also:

- ask you to make a payment of a deposit (which shall be made to Virgin Media Payments) as security for your charges; or
- prevent you from making international calls and/or premium rated calls or SMS if in our reasonable opinion they form a significant proportion of your charges.

N. Cooling off rights

1. If you have ordered any of the services online, by telephone or from an agent attending at your home and have entered into a new contract with us you have a statutory right to cancel an order for those services within the cooling off period, which is 14 days from the latest of:

- the day after the delivery of the equipment;
- the service start date; and
- the day on which you received a copy of these terms and conditions in printed or PDF format.

We may choose to offer an enhanced cooling off period from time to time, and will inform you of this at the time of your purchase if this is the case.

2. You may not cancel a Pay-Per-View programme once you have begun to stream or download it. By streaming or downloading a Pay-Per-View programme you consent to us making the programme available to you immediately and agree to waive your statutory right to a 14 day cooling off period during which you may cancel this purchase. We will provide confirmation of this to you immediately prior to streaming or downloading the Pay-Per-View programme. It is your responsibility to make sure PIN codes and passwords for Pay-Per-View programmes are used correctly.

3. You can cancel your order by making any clear statement to us regarding that cancellation by:

- dialling 0345 234 0751 from any phone (for information on how much this call will cost from a Virgin Media home phone visit virginmedia.com/callcosts. Call costs from other networks and mobiles may vary);
- writing to Virgin Media, PO Box 333, Matrix Court, Swansea SA7 9ZJ ; or
- completing the cancellation form you have been given as part of your welcome pack and returning this to us at the address specified on the form.

4. If you cancel the services during the cooling off period, we will

refund to you all payments received from you, including the costs of any delivery for any equipment you ordered, except for costs and charges set out in Sections N.4.1 and/or N.4.2. If you cancel an order for equipment, we will automatically cancel your order for the services unless you inform us otherwise.

5. If you requested a service to begin during the cooling off period:

- we may require you to pay us an amount proportionate to any services which we have provided you up until the cancellation date;
 - we will not refund any one-off fees for activation or installation of the services if you cancel the services after installation or activation;
 - you will be responsible for any out of allowance charges add-ons or additional services.
6. If you cancel during the cooling off period you must return promptly any equipment which you have been provided, using the returns method provided with the equipment or any other method we advise. You will be responsible for the costs of returning the equipment to us and we may charge you our direct return costs (including by offsetting this against any money we owe you as part of any refund). We will also charge you for non-returned equipment. For more information, please see our price guide for details on these charges and process.
7. We will make any refunds due to you for exercising your rights to cancel during the cooling off period (subject to any deductions due to us) within 14 days, starting the day after we are informed that you wish to cancel. We will make any refund using the same method of payment you used to pay us.
8. If you recontract your services before the minimum period of the service that you are currently on has ended and you then decide to cancel during the cooling off period, we reserve the right to put you back onto the services (or equivalents) that you were on previously, in which case the minimum period you were on before will still apply

O. Other ways to end this agreement

1. In addition to your rights to cancel during the cooling off period, either you or we may end this agreement at any time (including during or at the end of any minimum period) by giving the other 30 days' notice. You can provide notice and end this agreement under this provision by:

- dialling 0345 234 0751 from any phone (for information on how much this call will cost from a Virgin Media home phone visit virginmedia.com/callcosts. Call costs from other networks and mobiles vary); or
- writing to Virgin Media, Sunderland SR4 3RA.

2. If you end this agreement in accordance with Section O.1, you must pay any outstanding charges (including usage charges and line rental) up to the end of your 30-day notice period.

3. If you ask us to end supply of services during the relevant minimum period (except when you cancel during the cooling off period as described in Section N above, or under paragraph O.6, O.13(2), O.16, R.12 below) you will have to pay an early disconnection fee as set out in Section O.5 by way of compensation to us for ending the services early.

4. If you break this agreement and we end this agreement under Section Q (including for non-payment of charges) within the minimum period, you may have to pay to Virgin Media Payments an early disconnection fee in respect of the cancelled services by way of compensation to us for ending the services early (i.e. before the end of the minimum period).

5. You can find details of the early disconnection fee on the Virgin Media website. The early disconnection fee will not be more than the charges you would have paid for the services for the remainder of the minimum period and will be less any costs we save, including the cost of no longer providing you with the services.

6. Subject to the exceptions in paragraphs (a) to (c) of this paragraph O.6, and to paragraph O.12 and O.13, if we, Virgin Mobile and/or Virgin Media Payments:

- increase any of our charges that you are required to pay under this agreement, excluding the annual price adjustment pursuant to paragraph L.2;
 - make any changes to the terms and conditions of this agreement that apply to the services you already have which are not exclusively to your benefit; or
 - make any changes to the contracted equipment or services (other than those permitted under the terms of this agreement) which are not exclusively to your benefit; or
 - if there is a permanent loss of the services, we will give you at least 30 days' notice of such a change and inform you of your right to cancel this agreement without paying an early disconnection fee by giving us notice in accordance with the instructions set out in our notification. You need to give us that cancellation notice within 30 days of us notifying you. If you cancel this agreement under this paragraph O.6, your contract will terminate on the earlier of (i) 30 days after your notice is deemed delivered in accordance with paragraph U.3, or (ii) the date on which the change comes into effect, or where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date.
- Other than where the exceptions referred to in O.12, O.13 and

O.14 apply, where the change described in O.6(1) to O.6(4) (inclusive) relates:

(a) only to an add-on that you have already signed up to and you decide to cancel this agreement due to the change in the add-on and you are still within your minimum period for your core services you may still be required to pay an early disconnection fee as set out in paragraph O.3 by way of compensation to us for ending the core services early. We will inform you if this is the case.

(b) only to a supplementary service that you have not already signed up to, you will not have the right to cancel this agreement without paying an early disconnection fee; or

(c) only to a supplementary service that you have already signed up to, and the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to cancel the affected supplementary services and this agreement without paying an early disconnection fee by giving us notice in accordance with the instructions set out in our notification.

For the avoidance of doubt, this agreement does not apply to non-bundle services nor to Virgin Media Store. Any changes to non-bundled services or to Virgin Media Store will be governed by the terms of those services, and any changes to those services will not be covered by the rights in this paragraph O.6. If you wish to end an agreement for any non-bundle service or Virgin Media Store, please refer to the terms for those services.

7. On or after 28 February 2019, if you are a new customer purchasing our broadband services, or an existing customer that has either changed your broadband service, agreed to a new **minimum period** for your broadband service or re-contracted your existing broadband service, then if your broadband speed falls below the **minimum guaranteed download speed** and we have not remedied this within 30 days of your notifying us of this issue, or if we cannot fix the problem, we will notify you of your right to cancel this **agreement** immediately without the payment of an early disconnection fee. You need to give us that cancellation notice within 30 days of us notifying you. In exceptional circumstances (for example where you cancel technician visits or miss appointments) we may extend the 30 days remedy period but we will always discuss this with you beforehand.

8. We may end this **agreement** immediately by giving you notice:
- if our authority to operate as a **public communications provider** is suspended for any reason; or
 - if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.

9. When this **agreement** ends or you cancel a service, we will deactivate (permanently switch off) any relevant equipment and SIM we supplied to you to provide the **services**. You will no longer be able to use the equipment or SIM. Your use of the phone number will also end once your account is closed (unless you are moving your mobile **services** to another provider in which case you will need to contact **the team**).

10. If you fail to return or make available for removal any item of the equipment or SIM which we have provided to you, you may have to pay extra charges for such equipment, including the replacement cost or reasonable recovery costs as set out in the **price guides**.

In addition to our other rights, we reserve the right to bring legal proceedings against you for the return of the equipment.

11. If this **agreement** is ended for any reason, or if any of the **services** are cancelled, Virgin Media Payments and Virgin Mobile will be entitled to keep any money held (including deposits and advance payments) and to use that money to pay any obligation or debt you may owe under this **agreement**. We'll get in touch with you to refund to you any money remaining after these deductions, unless our costs to administer that refund outweigh the actual account balance. If that's the case, we'll donate the account balance to charity. If we have reasonably tried to contact you during the 6 month period after this **agreement** has ended, but have not been able to, we may also donate your account balance to charity, whatever the amount.

12. Your right to cancel without paying an early disconnection fee set out in paragraph O.6 shall not apply if we make any changes to the charges, **network, equipment, services**, or the terms of this **agreement** that are exclusively to your benefit or for the following reasons:

- the change is purely administrative and has no negative effect on you;
- there is a change in law (including a change required by government or a competent regulatory body) that applies to us and/or the **equipment, services** we provide. This includes any increase in the rate of VAT, the imposition of new tax or the extension of an existing tax that has not previously applied; or
- we have a legal or regulatory obligation to pass on cost increases, e.g. where the service charge for calling 084, 087, 09 and 118 numbers increases.

We will inform you of any changes made for the reasons set out in this paragraph O.12 in accordance with paragraph O.15(2). If

you decide to cancel this **agreement** due to a change made for the reasons set out in this paragraph O.12 and you are still within your minimum period, you may still be required to pay an early disconnection fee as set out in paragraph O.5 by way of compensation to us for ending the services early.

13. (1) Subject to paragraph O.13(2), where our charges or services change in the ways described below, you will not have the right set out in paragraph O.6 above to cancel this **agreement** during your **minimum period** without paying an early disconnection fee:

a) changes to charges that are based on the cost of providing the **service** to you or carrying out the relevant task, and only to the extent that any change is directly attributable to the cost element, and is not made more frequently than once in any month. e.g. cost based elements such as paper bills, early disconnection fees, late payment fees and equipment non-return fees.

b) changes to network, equipment or services which are variable and permitted under the terms for that network, equipment or service. Examples of such permitted variability include but are not limited to TV (see paragraph B.2); and our updates (see paragraph G.2);

c) changes to international call rates that are directly linked to increases in wholesale rates notified to us by other providers. Any changes to charges under this sub-paragraph (c) will be notified to customers and will not be made more frequently than once per month;

d) changes to roaming services and charges that are directly linked to increases in wholesale rates or technological or service changes notified to us by other providers. Any changes to services or charges under this sub-paragraph (d) will be notified to customers and any changes to charges will not be made more frequently than once per month.

(2) We will notify you of a change under Section O.13.(1) in accordance with Section O.15. If we believe such a change is likely to materially disadvantage you, we will notify you of your right to cancel this **agreement** and you may cancel this **agreement** without paying an early disconnection fee in accordance with paragraph O.6 above.

14. If we enable you to use a service that is supplied by a third party and is subject to their terms and conditions, we are not responsible for any changes made by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this **agreement** during your **minimum period** without paying an early disconnection fee as a result of those changes.

15. (1) Where we make a change to the **network, equipment, charges, services** or the terms of this **agreement** in accordance with this Section O, and such a change provides you with the right to cancel this **agreement** without paying an early disconnection fee, we shall notify you directly of this change via email, electronic message, SMS, or by post in accordance with Section U.

(2) Where we make changes where no such right to cancel arises, we will update our website where appropriate and, where we consider it appropriate, we may also notify you directly via email, electronic message, SMS, post, My Virgin Media or via bill communication. The latest version of our terms and conditions applicable to you will be available at virginmedia.com/legal so please check regularly for changes.

16. If you have a linked agreement with us and you are notified by us of a right to cancel that linked agreement because of a change that we have made to that agreement, you may be able to also cancel this **agreement**. We will notify you if this is the case.

P. Moving home outside of or within the Virgin Media Network service area

- If you move home the following sections tell you how this will impact your **services** other than your mobile **services** (which you can take with you if you move home within the UK). If you are unable to take your other **services** we may need to change your **airtime plan** as described in Section L.7).
- The Virgin Media **network** area does not cover all of the UK – please use our post code checker to check availability. If you are moving to a property outside of our **network** we will no longer be able to provide broadband **services, television services** and landline phone **services** to you.
- If you move to an address that is outside of the service area during any **minimum period** you may need to pay the early disconnection fee described in Section O.5. If you are moving outside our network area but still within the UK, you should inform us of this when you submit your disconnection request, as we will credit you back the early disconnection fee if you follow our instructions and provide valid evidence of your new address within 30 days of our request for such evidence. Please visit the early disconnection fees area of the **Virgin Media website** for further information.
- If you move to another address within our service area, you may ask us to provide the **services** to your new address. You must provide at least 30 days' notice to do this.

- If you move to an address within our area, we cannot guarantee to provide you with the **services** at your new address, for example you may move to an area that where there is not sufficient capacity on our **network**. If this happens and we are unable to provide **services** to you, or if what we can provide is not equivalent to the service we have provided to you at your previous address, then you can cancel your **services** and you will not need to pay an early disconnection fee.
- If we agree to provide the **services** to your new address, you may have to pay a service transfer charge (to be paid by Virgin Media Payments). Details of the service transfer charge are set out in the **price guides**.
- Where we have agreed with you to continue providing the same **services** that you received at your current address to your new address and this is during any **minimum period**, then that **minimum period** will continue at your new address (for example, where your **services** are on a 12 month **minimum period**, if you move during month 7 of your **minimum period**, the remaining 5 months of your **minimum period** will apply for those same **services** being provided at your new address). Where we have agreed with you to change the **services** you receive at your new address then a new **minimum period** may apply for those **services** and the **service start date** for that new **minimum period** will be the date that the equipment is installed at your new address.
- If you move home without telling us and we are continuing to provide **services** to the address on your account we may suspend the **services**. If we do not agree with you how we can move the **services** to your new address as set out in this Section within 45 days we may cancel this **agreement** and disconnect your **services** and your **airtime plan** will be changed to pay as you go. If you are within your **minimum period** you may have to pay an early disconnection fee.

Q. If you break this agreement

1. We, Virgin Mobile and/or Virgin Media Payments may end this **agreement** immediately if:

- you become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
- we believe that you or another person at your home have committed, or may be committing, any fraud against us, or any other person or organisation whether or not by using the **services** or equipment (or both);
- you break any of this **agreement** in a serious and non-minor way, and, if you are able to put things right, you have not done so within 7 days (or such other longer period as we specify) of us asking you to do so;
- we, Virgin Mobile, and/or Virgin Media Payments have reason to believe that you have provided us, Virgin Mobile or Virgin Media Payments with false, inaccurate or misleading information either for the purpose of obtaining the **services** and/or the equipment from us, or at any time during the provision of the **services**;
- any permission under which we are entitled to connect, maintain, modify or replace the equipment is ended for any reason;
- we are required to comply with applicable law or regulation, or comply with an order, instruction or request of Government, an emergency **services** organisation or other competent administration, legal or regulatory authority;
- you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate;
- we, Virgin Mobile and/or Virgin Media Payments are specifically entitled to do so under any other section of this **agreement**; or
- we validly suspend or reduce any of the **services** in accordance with Section M for a period of 30 days or more.

- If you break this **agreement** and we, Virgin Mobile and/or Virgin Media Payments choose to overlook it, we can still end the **agreement** with you if you break it again.
- If we end this **agreement** because you have broken this **agreement** as set out in this Section Q (including where you have not paid the charges which you are liable to pay under this **agreement**), we are entitled to:

- charge you for all charges (including usage charges and line rental) up to the date the **agreement** ends;
- if the **agreement** is ended during any relevant **minimum period**, charge you an early disconnection fee as described in Section O.5; and/or
- prevent and/or disrupt access to the **services**.
- If you break this **agreement** by committing fraud or any other criminal activity, we will report you to the police, who may take legal action.

R. Visiting your home

- There are times you will need to pay us for a technician to visit your home but we will always agree the time of that visit with you and the charge for that visit. We will charge for a technician visit where:
 - you have chosen for a technician to attend your home (but this does not include where we need to attend your home for

necessary maintenance); or

- you have chosen for a technician to attend your home and you miss that agreed appointment (or there is no-one over the age of 18 present); or
 - we need to send a technician to provide necessary maintenance and you miss that agreed appointment (or there is no-one over the age of 18 present); or
 - the technician diagnoses the fault in the equipment as being caused by misuse, neglect or accidental or wilful damage; or
 - the technician discovers that the fault or other problem relates to your **equipment** or any **network** that we are not responsible for.
2. The charges for technician visits are set out in our **price guides**. We understand that your circumstances might change or a fault may have ceased (for whatever reason), but so long as you tell us in advance that maintenance is no longer required or that you would like to cancel or rearrange the technician visit **before 12pm the day before the appointment** we will not charge you a fee as described in Section R.1.
- You authorise us to install, keep and use equipment at your home and you agree that we and our employees, agents or contractors may enter your home so that we can:
 - carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply the **services** you and others have asked for; and
 - inspect any of your **equipment** which you may keep there.
 - You agree not to do anything, or allow anything to be done, at your home that may prevent easy access to the equipment or your **equipment**.
 - We cannot normally be required to remove permanent equipment installations if you end this **agreement** or move from your home.

S. Liability to you

- Neither Virgin Media, Virgin Mobile nor Virgin Media Payments restricts or excludes liability to you for:
 - death or personal injury resulting from our own, Virgin Mobile or Virgin Media Payments' own (or our agents' or contractors') negligent act or failure to act;
 - fraud; or
 - any legal rights and remedies available to you as a consumer in relation to the **services**. None of these rights and remedies are affected by this **agreement**. For information on these rights and remedies please visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- Except as set out in Section S.1, neither we, Virgin Mobile nor Virgin Media Payments will be liable to you for:
 - any loss or damage which is not a reasonably foreseeable consequence of Virgin Media, Virgin Mobile or Virgin Media Payments' negligence or breach of this **agreement**. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the **agreement** was made, both we and you knew it might happen (e.g. if you and we discussed it); or
 - any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable.
- Except as set out in Section S.1 our, Virgin Mobile and Virgin Media Payments' liability to you is limited to:
 - for direct physical damage to your property (including any of your **equipment** upon which the **television services** are enabled), a maximum of £100,000 for any one event or series of connected events; and
 - except for direct physical damage to your property, a maximum of £10,000 for any one event or series of connected events.
- When we, Virgin Mobile or Virgin Media Payments carry out any obligation under this **agreement**, the duty of each of us is to exercise the reasonable care and skill of a competent service provider only.

- We will not be liable to you for the accuracy, fitness for purpose, completeness or legality of any information accessed, received or transmitted using the equipment, SIM or **services** unless we are the author or creator of this information or material, or for transmitting or receiving, or failure to transmit or receive, any material through the equipment, SIM or **services**.
- We will not be liable for any failure of safety, security or other alarm systems or monitors due to:
 - incompatibility with our **network**;
 - power or **network** outages that are not our fault; or
 - any other matters beyond our reasonable control or not due to our fault.
- If you deal with any other individuals or organisations using the equipment or **services** (for example, by buying or renting goods or **services** from them or subscribing to or accessing third party **services** such as TV/movie streaming **services** or ordering goods or **services** using Internet access), we will not be involved in these dealings. We will not be liable in any way for any loss, costs or damage you have to pay for.
- We will not be liable to you for the contents of any material from

other individuals or organisations which may be accessed through the equipment, SIM or services. We also reserve the right to block access to any such material.

- Sometimes we might have to interrupt, change or temporarily suspend some or all services to repair, upgrade or maintain our network. If this happens, we'll try to give you notice and get the network back up and running as soon as possible.
- We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of the services, we cannot guarantee that the services will be available all the time as the quality and availability of the services could be affected by factors outside of our control, such as faults on the network or any other networks operated by third parties which are used to provide the service to you. Environmental factors such as the weather, the type of building you are in or surrounding trees may also affect availability of the mobile services. If you have a fault or other performance issue with your broadband service please visit <https://my.virginmedia.com/faults/service-status/> to view the network status. There are other pages on our website which may also help you to troubleshoot your service. If you still need help, you should contact us to let us know. You may ask us to fix the fault in which case you agree to follow our reasonable instructions and to provide us with a reasonable opportunity to fix it.

- If you experience faults with your Virgin Phone or Virgin broadband service, then in certain circumstances, where such faults affect your ability to use your Virgin Phone or Virgin broadband service you may be entitled to compensation as set out in our Virgin Media Automatic Compensation Scheme, available to view at <https://www.virginmedia.com/help/automatic-compensation> If we fail to fix a fault with our broadband service or if we agree with you that the quality of the broadband service you are getting from us is regularly below what is reasonable then after we have carried out an individual assessment of the broadband services you have received from us we may (depending on the circumstances of the case) allow you to cancel the agreement without paying an early disconnection fee.
- If after 30 days we have been unable to resolve a delayed provision of Virgin Phone or Virgin Broadband or a total loss of service, we may give you notice that we are ending credit payments being made to you under the Virgin Media Automatic Compensation Scheme. If we give you notice, we will offer you the right to end your agreement without needing to pay an early disconnection fee. We will give you no less than 30 days' notice of our ending such credit payments and if you cancel your services before the end of this notice period you will not be charged an early disconnection fee (even if service is restored or your activation is completed in this notice period).

- Where we have provided credit payments under the Virgin Media Automatic Compensation Scheme and we later discover that you are not eligible to such credits under the Virgin Media Automatic Compensation Scheme (for example, your report of a total loss of service is fraudulent, frivolous or vexatious, or if you have breached your agreement with us in a serious way, such as a breach of paragraph H.2), we may be entitled to reclaim from you the credit you have been provided under the Virgin Media Automatic Compensation Scheme.

- As a consumer you also have other legal rights and remedies that apply in addition to any provided to you under this agreement or common law. Some of the key rights you have as a consumer are contained in the Consumer Rights Act 2015, which provides legal remedies to you where we have, for example, not exercised reasonable care and skill in providing the services to you, or where goods or digital content we provide to you are faulty or not as described. These remedies may include the right to ask us to fix the problem or to a price reduction. Consumer law also gives you rights if we provide you with misleading information that leads you to enter into an agreement with us. For information on your legal rights and remedies available to you as a consumer, please visit the Citizens Advice website at www.citizensadvice.org.uk

T. Matters beyond our reasonable control

- Neither we, Virgin Mobile nor Virgin Media Payments will be liable for failing to do what is promised under this agreement if it is prevented from doing so by matters beyond our reasonable control.

U. Notices

- Other than where we inform you via our website or via bill communication (e.g. paragraph 15(2)), any other notices we give to you must be in writing and be delivered by hand, post or sent electronically (e.g. email, electronic message, SMS or via My Virgin Media). It is your responsibility to ensure that the contact details you supply to us are kept accurate and up to date.
- Any notices that you give to us should be given in line with

the directions set out on the My Virgin Media area of the Virgin Media website or in your welcome pack or in the event that you are notified of a right to cancel this Agreement in accordance with the instructions set out in our notification of your right to cancel.

- Where we send you a notification, or vice versa, the notice period will start from the day on which the notice is delivered if it is delivered by hand, 2 working days (i.e. excluding Saturdays, Sundays and public holidays) after the date it was posted if sent by ordinary post, or from the date of successful transmission if it is sent electronically.

V. Transfer of agreements

- This agreement is personal to you and you may not transfer your account or any of your rights and responsibilities under this agreement without our written agreement. For business reasons we and/or Virgin Media Payments may transfer any of our rights and responsibilities under this agreement without your permission as long as we ensure that the transfer will not affect your rights under this agreement in a negative way.

W. The law and how your complaints are resolved

- This agreement will be governed by the law of England and Wales, unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots or Northern Irish Law respectively. If we have a dispute about this agreement and you want to take court proceedings, you must do so in the courts of one of the 4 parts of the United Kingdom (England, Wales, Scotland or Northern Ireland) of which its courts will have exclusive jurisdiction.
- If any part of the agreement cannot be enforced, the rest of it will still apply.
- We are fully committed to addressing all complaints, fully and fairly, and within a reasonable time frame. If you would like to find out how Virgin Media does this, please see our Complaint Resolution Code of Practice which is available within the Legal Stuff on the Virgin Media website, or ask our team.
- If we have not reached an agreed settlement within eight weeks of receiving your complaint, or we agree in writing before the eight weeks is up that the dispute should be settled by independent adjudication, you can refer your complaint for independent consideration through Alternative Dispute Resolution by the Communications and Internet Services Adjudication Scheme (CISAS) at www.cisas.org.uk. This service is free of charge.
- You may also be able to refer a dispute to the European Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

X. Open Source Software

- Certain components of the software for the equipment we provide to you are subject to so-called open-source licences. (e.g. some of the software in the set-top boxes powered by TiVo is subject to the GNU General Public Licence Version 2.) This open source software is not subject to the restrictions in paragraph G.1.7 above, but is subject instead to the terms of the applicable open source licence. You are free to use, modify and distribute open source software, so long as you comply with the terms of the applicable open source licence. We'll tell you which open source licences apply (if any) in the documents which come with your equipment, as well as where you can go to find any modifications in source code form.

GLOSSARY

acceptable use policy
the website at <https://www.virginmedia.com/legal/acceptable-use-policy>

additional equipment
any equipment, including batteries or certain accessories which you may purchase from a supplier recommended by us or an alternative supplier.

age restricted services
any of the content or services that are specified for use by customers of a specified age (usually 18) or over.

add-on
an optional add-on product (for example a data add-on) that you choose to obtain take which does not form part of your core services and which has no minimum term or has a minimum term or notice period of 30 days or less.

additional services
means any supplementary services and / or add-ons provided to you by us (as applicable).

agreement

the terms and conditions set out in this document, together with your contract terms, terms in any service change receipt and the relevant Legal Stuff.

airtime plan

the agreed allowance of minutes, texts and data that we provide to you for an agreed monthly or other periodic payment – also referred to as a “tariff”. For example your tariff might have an allowance of 250 minutes, unlimited text messages and 500MB of data a month.

annual price adjustment

the annual price adjustment referred to in paragraph L2.

artificially inflate traffic

calls that result in a calling pattern or patterns that are disproportionate to the overall type, amount, duration and/or extent of calls which would be expected from good faith usage of our mobile network or mobile services in accordance with our acceptable use policy.

broadband service

providing internet access by way of high-speed connection through our fixed network.

charge to bill

charges for access to third party content and services (for example a subscription) you may have to access an organisation's TV streaming service) that you pay for via your bill for the services.

content

the television channels, on demand programmes, Pay-Per-View programmes, and any other content (including any new, extra or substitute content which we agree to supply you at a later date) which we make available to you from time to time, including on the television service and the mobile service.

cooling off period

where you have entered into a new contract with us, the 14 day period from the activation of your broadband service.

core services

the services in your core package provided by us to you under this agreement, which excludes any supplementary services, add-ons, non-bundle services, out-of-allowance services (e.g. non-inclusive calls), admin charges or Virgin Media Store.

equipment

the equipment will be our property at all times and includes any telecommunications or other equipment we supply to you as an essential part of providing the services (including upgrades and replacements). This may include any broadband modem (hub), set-top box, cables and ducts. This does not include additional equipment. This does not include your mobile handset.

home

the residential property where we or you install equipment, and to which we agree to supply the services.

Legal Stuff

as well as the terms and conditions set out in this document, there are additional terms and conditions which apply to the supply of the services as published by us on the Virgin Media website or can be accessed through the equipment and/or the services, as updated by us in accordance with Section L, which include (but are not limited to) the “Early disconnection fees”, the “Phone Review & Mobile Bonus”, the “Line rental saver”, the “Loss of Service Credit Guidelines”, the “TV fraud

and anti-piracy stuff”, “Homeworks”, the “Traffic management policy”, the “Virgin Media Spending Caps Policy” and the “Acceptable Use Policy”. If there is any conflict between the Legal Stuff and the terms and conditions in this document, the Legal Stuff will apply.

Linked agreement

another agreement with us that is linked to this agreement in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022.

matters beyond our reasonable control

matters beyond our reasonable control, including the actions of third parties which we have no reasonable control over, lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial disputes.

messaging services

any email, voicemail, text (SMS) and multi-media messaging services (MMS), personal information management and other message or communication facilities which let you communicate with others and also includes the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that we may offer from time to time.

minimum guaranteed download speed

the minimum guaranteed download speed is 50% of the advertised speed of our service on the date that you placed the order, and is set out in the speeds table in your contract or service change receipt

minimum period

the minimum period that you have agreed to allow us to supply you with and charge you for the services, starting from the service start date. Unless you are told otherwise by us, the minimum period will be 12 months from the service start date.

Mobile handset

your handset, manufacturer's charger and any ancillary equipment such as headphones supplied with the handset obtained from us when you signed up to receive the mobile services.

network

the electronic communications systems or networks that we use to provide our services.

Non-bundle services

services provided by us under a separate agreement that is not a linked agreement (e.g. Priority from O2).

Pay-Per-View programme

a programme or service which is offered for sale to you as an individual purchase either at specific start times or on demand.

price guides

the current list of charges as set out at www.virginmedia.com/shop/the-legal-stuff/priceguides.

Public communications provider

a public communications provider as set out in section 151 of the Communications Act 2003.

Roam like home

the use of your inclusive minutes, texts and data allowance in your airtime plan while roaming in the EU. Fair Use Policy applies <https://store.virginmedia.com/the-legal-stuff>.

Service start date

the date the broadband services are activated.

services

the services you have ordered including any additional services, or any new, extra or substitute services which we agree to supply you at a later date under this agreement.

SIM

a card which contains your Virgin Mobile phone number and enables you to access our mobile services.

Supplementary service

an extra service (excluding add-ons) which is linked to the core services provided by us under this agreement, which you use, register or sign up for and is described as a supplementary service in its terms and conditions (e.g. paper billing (see paragraph J.7(4)), the My Virgin Media App).

tariff guides

the fees and call rates for your Virgin Phone (home phone), available online at www.virginmedia.com/callcosts and for the Virgin Mobile call charges and data charges, which are available online at virginmedia.com/pymcharges or you can request a copy by calling us.

Team

The customer service team. Our contact details are 0345 454 1111 or 150 from your Virgin Mobile.

Television service

the television service that we may make available to you, including, interactive services, so-called 'red-button' services, apps and any other services and/or features and is accessible through the equipment provided by us and connected to a television set. Content will be made available on the television service.

Total loss of service

this definition is set out in Virgin Media Automatic Compensation Scheme

Virgin Media website

the website at www.virginmedia.com or any other website address we may tell you about.

your equipment

equipment belonging to you or that you provide (e.g. your mobile handset, television set, projectors, display monitors, computer interface card, printer and so on), including additional equipme

